

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE NO. 590 OF 2025

IN

EXECUTION APPLICATION NO. 799 OF 2022

ANAND  
SUDHAKAR  
SUDAME

Kotak Mahindra Bank Ltd.

..Applicant

Versus

Bilal Abdul Sadique Shaikh & anr.

..Respondents

Digitally signed  
by ANAND  
SUDHAKAR  
SUDAME

WITH

NOTICE NO. 662 OF 2025

IN

EXECUTION APPLICATION NO. 501 OF 2022

Date: 2026.02.04  
18:56:10 +0530

Kotak Mahindra Bank Ltd.

..Applicant

Versus

Ramchandra Ramhit Yadav & anr.

..Respondents

None present

**CORAM : RAJESH S. PATIL, J.**

**DATE : 03.02.2026**

**P. C.**

- 1) None appears for the applicant when the matters are called out.
- 2) From the proceedings, it can be gathered that the appointment of the sole arbitrator was unilateral.
- 3) I have taken a view in the judgment of **L & T Finance Ltd. vs. Sangeeta Bhansali & Anr. in Commercial Execution Application (L) No.**

**5277 of 2022**, considering the latest judgment of the Supreme Court decided on 5 January, 2026, in the matter of ***Bhadra International (India) Pvt. Ltd. and others vs. Airport Authority of India***, Civil Appeal **No. 37-38 of 2026**, wherein it has been held that even at the stage of execution, an arbitral award can be set aside being *void-ab-initio* on the grounds that the appointment of the arbitrator was unilateral.

4) In view of the aforesaid judgment, the arbitral awards in the present proceeding passed by the sole arbitrator are hereby declared to be non-est in law, non-executable and *void-ab-initio*.

5) **Execution Applications** along with **Notices** stand **dismissed**.

6) In sequel, **the Interim Applications**, if any, also stand **disposed of**.

7) It shall be open for the parties to initiate fresh arbitration proceedings in accordance with law.

8) As far as limitation is concerned, the period from the invocation of the arbitration till today shall stand excluded for the purpose of initiating fresh arbitration proceedings.

**(RAJESH S. PATIL, J.)**