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

SERIAL NOS.903, 904, 906 to 908, 910, 911, 913, 914, 923, 924, 931 932, 939 TO 941, 943, 944, 946, 951 TO 965, 969 TO 971, 973 TO 986, 991 TO 993, 999 TO 1002, 1004 TO 1009, 1013 TO 1022, 1024 TO 1065 AND 1069 TO 1091

Ms.Bijal Gogri i/b O. M. Gujar Law Chambers for the Applicant in Sr.Nos. 904,959,974,977,978,980 to 986, 991 to 993, 999, 1001, 1002, 1004, 1005, 1009, 1028 to 1031, 1034, 1035, 1038, 1040 to 1054. 1066, 1068, 1085 to 1089.
Ms. Bijal Gogri i/b GNP Legal for the Applicant in Sr. Nos. 976, 979, 1013 and 1066.
Ms. Simran J. Raj i/b Tikshta Modi for the Applicant in Sr. No. 969, 973 and 975 and 54.
Mr. Suraj Gupta i/b SG Legal & Associates for the Appliant in Sr. No. 1091.
Ms. Reet Jain i/b S. I. Joshi & Co. for the Applicant in Sr. No. 905, 964, 965, 1000, 1090 and 35.

CORAM : ABHAY AHUJA, J.
DATE : 7th MAY, 2026

PC:-

1. All these matters have been listed in view of the decision of the Hon'ble Supreme Court in the case of ***Bhadra International (India) Pvt. Ltd. and Others vs. Airports Authority of India***[1] where the Hon'ble Supreme Court has observed that unilateral appointment of arbitrator is void ab initio and the ineligibility can be raised at any stage and even in execution.

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2. Since in all these matters it has been found by the office of the Prothonotary & Senior Master of this Court that the appointment of the sole arbitrator has been unilateral, in view of the above decision of the Hon'ble Supreme Court, the respective arbitral awards stand set aside and the Commercial Execution Applications / Execution Applications, and the connected Interim Applications as well as the Chamber Summons, if any, accordingly stand dismissed / disposed.

3. It would be open to the parties to initiate fresh arbitration proceedings in accordance with law.

4. As far as limitation is concerned, the period from the invocation of the arbitration till today be excluded in initiating fresh arbitration proceedings.

5. Liberty to apply in the event there exists an express agreement in writing in terms of proviso to Section 12(5) of the Arbitration and Conciliation Act, 1996 (the “said Act”) waiving the ineligibility of the sole arbitrator or the right to object under Section 12(5) of the said Act.

(ABHAY AHUJA, J.)

NIKITA YOGESH GADGIL
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