

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**ORDINARY ORIGINAL CIVIL JURISDICTION****INTERIM APPLICATION NO. 3486/2024****IN****EXECUTION APPLICATION NO. 50/2020****M/S.KOTAK MAHINDRA BANK****..... APPLICANT****VS****OPAL ASIA INDIA PRIVATE LIMITED & ORS.****..... RESPONDENTS**

Adv. Keertana Nair i/b. M/s. O M Gujar Law Chambers for the Applicant.

Adv. Jamshed Ansari for the Judgment Debtors.

CORAM : RAJESH S. PATIL, J.**DATE : 12 FEBRUARY, 2026****P.C. :-**

1) Learned counsel appearing for the claimant submits that the execution proceedings arise out of an Arbitral Award, where the Arbitrator's appointment was unilateral. Hence, she on instructions of her client seeks leave to withdraw the present execution application, with liberty to initiate fresh arbitration proceedings.

2) 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.

3) Leave and liberty as prayed for, is granted.

3.1) The Arbitral Award dated which is subject matter of the present proceedings is hereby declared to be non-est in law, non-executable and *void-ab-initio*.

4) **Execution Application** stands **disposed of** as withdrawn.

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

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

7) 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.]