

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

**INTERIM APPLICATION NO. 5391 OF 2025
IN
EXECUTION APPLICATION NO. 266 OF 2026**

Axis Bank (Formerly Known As
UTI Bank Ltd.)

... Applicant

Versus

Omprakash Vishwkarma

... Respondent

AND

**INTERIM APPLICATION NO. 6357 OF 2025
IN
EXECUTION APPLICATION NO. 120 OF 2026**

AND

**INTERIM APPLICATION NO. 7528 OF 2025
IN
EXECUTION APPLICATION NO. 248 OF 2026**

AND

**INTERIM APPLICATION NO. 7538 OF 2025
IN
EXECUTION APPLICATION NO. 265 OF 2026**

AND

**INTERIM APPLICATION NO. 7561 OF 2025
IN
EXECUTION APPLICATION NO. 260 OF 2026**

AND

**INTERIM APPLICATION NO. 8074 OF 2025
IN
EXECUTION APPLICATION NO. 251 OF 2026**

AND

**INTERIM APPLICATION NO. 8083 OF 2025
IN
EXECUTION APPLICATION NO. 250 OF 2026**

AND

**INTERIM APPLICATION NO. 8217 OF 2025
IN
EXECUTION APPLICATION NO. 2668 OF 2025**

AND

INTERIM APPLICATION NO. 92 OF 2026

IN
EXECUTION APPLICATION NO. 259 OF 2026

...

Ms. Bijal Gogri i/b. OM Gujar Law Chambers, Advocate for Applicant.

...

CORAM : ABHAY AHUJA, J.

DATE : 21st April 2026

PC:-

1. Ms. Gogri, learned Counsel appears for the Applicant in these matters and submits that in these matters there has been a unilateral appointment of Arbitrator and this Court may pass appropriate orders in view of the decision in the case of *Bhadra International (India) Pvt. Ltd. and others vs. Airports Authority of India*¹, where the Hon'ble Supreme Court has clearly observed that unilateral appointment of arbitrator is *void ab initio* and the ineligibility can be raised at any stage and even in execution.

2. In view of the aforesaid, the arbitral awards are set aside and the Execution Applications as well as the connected Interim Applications stand dismissed/disposed.

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

¹ 2026 SCC OnLine SC 7.

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.)