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

SERIAL NOS. 902 TO 907, 909 TO 913, 916 TO 1009, 1011 TO 1025, 1027 TO 1031, 1033 TO 1046, 1051 TO 1053 TO 1055 TO 1060, 1062 TO 1151

Ms. Bijal Gogri i/b O. M. Gujar Law Chambers for the Applicant in Sr. Nos. 902, 909, 913, 962 to 965, 1026 to 1029, 1031 to 1033, 1047, 1049, 1050, 1054 to 1056, 1059, 1060, 1061, 1068, 1092, 1096, 1149, 1150.
Ms. Bijal Gogri i/b GNP Legal for the Applicant in Sr. Nos. 975, 976, 1007, 1029, 1030.
Ms. Shrutika Mane with Ms. Reet Jain i/b S. I. Joshi & Co. for the Applicant in Sr. Nos. 992, 1053 & 1058.
Mr. Pravin Singh i/b Mr. Ashok Singh for the Applicant in Sr. No. 1062.
Mr. Narayan R. Awate with Ms. Seema Phadatare for the Applicant in Sr.Nos. 1148, 935, 936, 937, 1046, 1070, 1136, 1137, 1143, 1144, 1146, 1147.

CORAM : ABHAY AHUJA, J.
DATE : 4th 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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