

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

**INTERIM APPLICATION NO. 2485 OF 2025  
IN  
EXECUTION APPLICATION NO. 7 OF 2026**

**KOTAK MAHINDRA BANK LIMITED )...APPLICANT**

**V/s.**

**MEDANTA HOSPITAL )...RESPONDENT**

**AND**

**INTERIM APPLICATION NO. 3262 OF 2025  
IN  
COMMERCIAL EXECUTION APPLICATION NO. 50 OF 2025**

**ADITYA BIRLA FINANCE LIMITED )...APPLICANT**

**V/s.**

**BIKRAM SAHU )...RESPONDENT**

**AND**

**INTERIM APPLICATION NO. 5483 OF 2025  
IN  
EXECUTION APPLICATION NO. 2170 OF 2025**

**ADITYA BIRLA FINANCE LIMITED )...APPLICANT**

**V/s.**

**AAMIR KHAN )...RESPONDENT**

Ms.Vedika Pedhambkar i/b Akhil Modi and Associates, Advocate for the Applicants.

None for the Respondents.

**CORAM : ABHAY AHUJA, J.**

**DATE : 21<sup>st</sup> APRIL 2026**

**P.C. :**

1. Ms.Vedika Pedhambkar, learned Counsel, appears for the Applicants 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***<sup>1</sup>, 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.
4. As far as limitation is concerned, the period from the invocation of the arbitration till today be excluded in initiating fresh arbitration proceedings.

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<sup>1</sup> 2026 SCC OnLine SC 7.

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.)**

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