

In the court of Principal District Judge, Rohtas at Sasaram

Execution Case No. 28 of 2025

M/s John Deere Financial India Pvt. Ltd.
Registered office at Tower XIV, Cyber city, Magarpatta City,
Hadapsar, Pune, Maharashtra,
Area Office at GKX Annexe, O No - 03, N No -20, Pycrofts
Garden Road, Chennai
through KUMAR RITESH its lawful Attorney and present posted
at State Office D.S Business Park, 3rd Floor, Above ICICI Bank,
Saguna More, Danapur, Patna, Bihar.

.....Decree Holder.

Versus

1. Binod Kumar, son of Madheswar Singh,
2. Daya Devi, wife of Binod Kumar,
RR/O- Shiv Mandir, Berkap, Dehri, Distt.- Rohtas

.....Judgment Debtors.

Present:- Sri Samir Kumar Pandey, Ld. Counsel for the Decree Holder.

ORDER

18.04.2026

The Decree Holder has filed the present case for the execution of award dated 05-05-2022 against the Judgment Debtors.

Case has been called out.

Ld. Counsel on behalf of decree holder submitted that present execution of award dated 05-05-2022 has been filed against the Judgment Debtors under Section 36 read with 2 (e) of the Arbitration and Conciliation Act 1996 and under Section 47, Section 151 read with Order XXI Rule 27 along with Rule 11(2) of the Code of Civil Procedure, 1908. He further submitted that Judgment debtors reside within the jurisdiction of this court. He further submitted that award was passed on 05-05-2022 and the judgment debtors have not preferred any appeal within stipulated period and this execution petition has been filed on 14-11-2025. He further submitted that award dated 05-05-2022 has been passed against the judgment debtors with the direction to pay Rs. 5,73,321/- along with interest. He further submitted that after passing the award Rs.20,600/- has been received out of arbitral award and now after adjustment, Rs. 5,52,721/- along with

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interest are due to the decree holder. He further referred Sub clause (c) of Para-3 of the award stating therein that the judgment debtors availed the loan and entered into an agreement bearing no. 135294 dated 26.09.2020 with the decree holder, which is part and parcel of the claim statement. He also referred Sub clause (g) of Para-3 of award stating therein that any dispute arising out of the loan agreement shall be referred to the sole arbitrator to be appointed by the claimant and venue be also decided by the claimant. Ld. Counsel prayed to admit the case to execute the award dated 05-05-2022 against the Judgment Debtors.

Heard Ld. Counsel on behalf of Decree Holder and perused the record.

From perusal of the record, it appears that Mr. K. Moorthy was appointed as Sole Arbitrator in Chennai and an Award dated 05-05-2022 has been passed ex-parte against the Judgment Debtors.

The legal position regarding unilateral appointments has been settled by the Hon'ble Supreme Court in cases of 'TRF Ltd. Vs. Energo Engg. Projects Ltd.' reported in (2017) 8 SCC 377, 'Bharat Broadband Network Ltd vs. United Telecoms Ltd.' reported in (2019) 5 SCC 755, 'Perkins Eastman Architects DPC vs. HSCC (India) Ltd.' reported in (2020) 20 SCC 760, 'Jaipur Zila Dugdh Utpadak Sahkari Sangh Ltd. Vs. Ajay Sales and Suppliers' reported in (2021) 17 SCC 248 and 'Ellora Paper Mills Ltd. vs. State of M.P.' reported in (2022) 3 SCC 1 and in case of 'M/s R.S. Construction Vs. Building Construction Dept.' in Request Case No. 105/2024 passed by Hon'ble Court, Patna vide Order dated 19-12-2024, whereby the unilaterally appointed arbitrators have been held to be ineligible to adjudicate the disputes between the parties.

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In present case, the Arbitral Award has been passed by the Sole Arbitrator who was appointed unilaterally by the Decree Holder. Moreover, arbitration agreement enabling one of the parties to unilaterally constitute arbitral tribunal do not inspire confidence of independence and impartiality. As such, unilateral appointment of an Arbitrator is void ab-initio and Arbitral award passed by sole arbitrator is without jurisdiction and non-est in law. Thus, such an impugned award cannot be enforced. Consequently, award dated 05-05-2022 passed by the Sole Arbitrator is unforceable.

In view of facts, circumstances and case laws as discussed above, this execution case is dismissed at the stage of admission.

(Dictated and corrected)

(Anuj Kumar Jain)
Principal District Judge,
Rohtas at Sasaram.