



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

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2026:BHC-OS:12459

**COMMERCIAL EXE. APPLICATION (L) NO.16973 OF 2022
WITH
INTERIM APPLICATION NO.2590 OF 2022**

Neo Growth Credit Private Limited Ltd. ..Claimant

Versus

SDM Enterprises and 2 Ors. ..Respondents

Adv. Ms. Bijal Gogri i/b GNP Legal present for Claimant.

Mr. Prashant D. Dhanwade Legal Manager (through V.C.) for
Claimant.

None for Respondents.

CORAM: AARTI SATHE, J.

**G.P.DESHMUKH
(OSD AT CPC)**

**G.G.BHALCHANDRA
(OSD, e-HCR/BDLR)**

DATE: 9th May 2026

P.C.

1. Ms. Gogri, learned counsel appears on behalf of the
Claimant. Mr. Prashant D. Dhanwade, Legal Manager (through
V.C.) of Neo Growth Credit Private Limited has placed before this



Court his identity card and Board Resolution dated 30th October, 2025 authorizing him to appear in the aforesaid matter.

2. Ms. Gogri, 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 applications, with liberty to initiate fresh arbitration proceedings.

3. A co-ordinate Bench of this Court in ***L & T Finance Ltd. vs. Sangeeta Bhansali & Anr. In Commercial Execution Application (L) No.5277 of 2022***, has followed the recent judgment of the Supreme Court decided on 5th 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, arbitral award can be set aside being *void-ab-initio* on the grounds that the appointment of the arbitrator was unilateral.

4. Leave to withdraw granted with liberty as prayed for.

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



5. **Execution Application** stand **disposed of** and withdrawn.

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

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

8. 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.

(G.G.BHALCHANDRA) (G.P.DESHMUKH) (AARTI SATHE, J.)