

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

INTERIM APPLICATION (L) NO.35171 OF 2025

IN

COMMERCIAL ARBITRATION PETITION (L) NO.35021 OF 2025

Bhagirath Mamraj Yadav ... Petitioner / Original Respondent

Vs.

IDFC First Bank Limited ... Respondent / Original Claimant

Mr. Deepak Shukla a/w. Ms. Shweta Thakur for Petitioner.

CORAM : MANISH PITALE, J.

DATE : NOVEMBER 13, 2025

P.C. :

. Heard Mr. Shukla, learned counsel for the petitioner.

2. This is a petition filed under Section 34 of the Arbitration and Conciliation Act, 1996, challenging an arbitral award dated 27.12.2024. As per the directions issued in the impugned award, the petitioner is required to pay a specific amount to the respondent bank. The petitioner has also filed interim application seeking stay of the impugned arbitral award.

3. It is specifically stated in the petition that on 16.09.2025, the respondent bank forcibly took away the vehicle of the petitioner and in all likelihood, the respondent bank will dispose of the said vehicle in order to recover the awarded amount.

4. Issue notice in the petition as well as in the interim application, returnable on 19.12.2025.

5. Additionally, the petitioner is permitted to serve the sole respondent by way of private service and to file the affidavit of service before the next date of listing.

6. Learned counsel for the petitioner has brought to the notice of this Court that an advance notice about listing of this petition along with the application for stay was also served upon the respondent bank. An affidavit dated 12.11.2025, stating these facts, is tendered. A perusal of the same shows that the respondent bank was indeed served with such a notice about listing of the petition and the application for stay today.

7. This Court is informed that the said affidavit has already been e-filed. However, it does not appear to be on record. Office to verify. In the event it is not on record, the petitioner shall ensure that the said affidavit is e-filed and on the record of this Court within a week from today.

8. The learned counsel for the petitioner is pressing for interim relief.

9. This Court has considered the contentions raised on behalf of the petitioner. The principal contention raised before this Court is that the impugned award is vitiated and deserves to be set aside on the ground that the appointment of arbitrator was unilaterally made by the respondent bank and that, the arbitrator proceeded *ex-parte* against the petitioner. As per the law laid down by the Supreme Court in the cases of *TRF Limited Vs. Energo Engineering Projects Limited*, **(2017) 8 SCC 377** and *Perkins Eastman Architects DPC and another Vs. HSCC (India) Limited*, **(2020) 20 SCC 760**, an arbitrator appointed unilaterally vitiates the entire arbitral proceeding. This Court in numerous matters has followed the said position of law.

10. Hence, this Court finds that a strong *prima facie* case is made out

by the petitioner in his favour and therefore, this Court is inclined to grant a limited ad-interim relief prayed for today on behalf of the petitioner.

11. In view of the above, till the next date of listing, there shall be ad-interim relief in terms of prayer clause (c) in Interim Application (L) No.35171 of 2025, which reads as follows:-

“(c) pending the hearing and final disposal of the present Petition, this Hon'ble Court be pleased to direct the respondent to not to deal with the vehicle of petitioner including creating third party interest in any manner.”

(MANISH PITALE, J.)

Minal Parab