

**IN THE COURT OF THE JUDGE COMMERCIAL COURT NO. 1,
JAIPUR METROPOLITAN-II, JAIPUR**

Sr. No.	Title	CIS No.	Case No.
1	Reliance Commercial Finance Vs SARDAR SINGH	896/2023	874/2023
2	M/S LAXMI INDIA FINLEASECAP PVT. LTD. Vs SHEELA DEVI	1136/2023	1067/2023
3	MS JAIRAM FINVEST Vs RAMCHARAN SHARMA	560/2020	570/2023
4	FINOVA CAPITAL PVT. LTD. Vs SHAMBHU LAL BAIRWA	111/2023	109/2023
5	FINOVA CAPITAL PVT. LTD. Vs BANWARI LAL SAINI	117/2023	115/2023
6	FINOVA CAPITAL PVT. LTD. Vs KAILASH JI	122/2023	120/2023
7	BAID FINSERV LTD. Vs SHARVAN KUMAR MEENA	218/2023	214/2023
8	BAID FINSERV LTD. Vs SANJU DEVI	219/2023	215/2023
9	BAID FINSERV LTD. Vs ASHOK KUMAWAT	220/2023	216/2023
10	BAID FINSERV LTD. Vs KAILASH CHANDAWAT	222/2023	218/2023
11	BAID FINSERV LTD. Vs GOPAL LAL RAIGAR	223/2023	219/2023
12	Cholamandalam Investment and Finance Company Ltd Vs SHYAM SHARMA	225/2023	221/2023
13	Cholamandalam Investment and Finance Company Ltd Vs KALPANA SHARMA	226/2023	222/2023
14	Cholamandalam Investment and Finance Company Ltd Vs RAKESH SINGH	227/2023	223/2023
15	SHRI RAM FINANCE LTD. Vs PRATAP SINGH	282/2023	275/2023
16	SHRI RAM FINANCE LTD. Vs TEKCHAND AGARWAL	283/2023	276/2023
17	SHRI RAM FINANCE LTD. Vs SHYOJI RAM KHAROL	284/2023	277/2023
18	SHRI RAM FINANCE LTD. Vs SABBHIR AHEMAD	285/2023	278/2023
19	SHRI RAM FINANCE LTD. Vs SABBHIR AHEMAD	286/2023	279/2023
20	SHRI RAM FINANCE LTD. Vs SABBHIR AHEMAD	287/2023	280/2023
21	SHRI RAM FINANCE LTD. Vs RAMJI LAL MEENA	288/2023	281/2023
22	Indusind Bank ltd. Vs VIJENDRA SINGH	294/2023	287/2023
23	Indusind Bank ltd. Vs SUBHASH CHAND	297/2023	290/2023
24	Equitas Finance Vs JHABAR MAL	299/2023	292/2023
25	SK FINANCE LTD. Vs SUBHASH KUMAR	300/2023	293/2023
26	SK FINANCE LTD. Vs RAMNIWAS KAJLA	301/2023	294/2023
27	Bajaj Finance Ltd. Vs MOHAMMED ASIF	302/2023	295/2023
28	Bajaj Finance Ltd. Vs RAJ SINGH SENGAR	303/2023	296/2023
29	Bajaj Finance Ltd. Vs MANOJ KUMAR GUPTA	304/2023	297/2023
30	Bajaj Finance Ltd. Vs AGRIM SHARMA	305/2023	298/2023
31	Bajaj Finance Ltd. Vs SEEMA KANWAR	306/2023	299/2023
32	Bajaj Finance Ltd. Vs SUNIL KUMAR	307/2023	300/2023
33	Bajaj Finance Ltd. Vs SHREE OM CORPORATION	308/2023	301/2023
34	Bajaj Finance Ltd. Vs SHREE ADITYA SALES	309/2023	302/2023
35	Bajaj Finance Ltd. Vs SATYA NARAIN GUPTA	310/2023	303/2023
36	Bajaj Finance Ltd. Vs ANKIT JAIN	311/2023	304/2023
37	Bajaj Finance Ltd. Vs RAMAKANT BHARDWAJ	314/2023	307/2023
38	Bajaj Finance Ltd. Vs MEENA BOOK HOUSE	315/2023	308/2023
39	Bajaj Finance Ltd. Vs SHARMA MOTORS	316/2023	309/2023
40	Bajaj Finance Ltd. Vs J D DISTRIBUTORS	317/2023	310/2023
41	Bajaj Finance Ltd. Vs KAMAL CHHIPA	318/2023	311/2023

42	Bajaj Finance Ltd. Vs AALOK GOYAL	319/2023	312/2023
43	Bajaj Finance Ltd. Vs JHALAK ENTERPRISES	323/2023	316/2023
44	Bajaj Finance Ltd. Vs RAM SWAROOP SAINI	324/2023	317/2023
45	Bajaj Finance Ltd. Vs ABHISHEK ENTERPRISES	325/2023	318/2023
46	Bajaj Finance Ltd. Vs ISHWAR LAKHUWANI	326/2023	319/2023
47	Bajaj Finance Ltd. Vs DEEWAKAR BIHANI	328/2023	321/2023
48	Hinduja Leyland Finance Ltd Vs JAGDISH YADAV	401/2023	388/2023
49	Hinduja Leyland Finance Ltd Vs KAILASH CHAND BHADALA	402/2023	389/2023
50	Shri Ram Transport Finance Co. Ltd. Vs RAM AVTAR MEENA	412/2023	399/2023
51	INFINITY FINCORP PVT. LTD. Vs SHAKIL KHAN	413/2023	400/2023
52	INFINITY FINCORP PVT. LTD. Vs MAYA DEVI	414/2023	401/2023
53	INFINITY FINCORP PVT. LTD. Vs VIHAN BAKSHI	415/2023	402/2023
54	TATA MOTORS FINANCE SOLUTIONS LTD. Vs SARDAR MAL MANDOLIYA	420/2023	407/2023
55	SK FINANCE LTD. Vs VIJAYPAL	503/2023	489/2023
56	SK FINANCE LTD. Vs MOHD. SAGIR	504/2023	490/2023
57	SK FINANCE LTD. Vs BRIJ LAL	505/2023	491/2023
58	SK FINANCE LTD. Vs ARVIND KUMAR MEENA	506/2023	492/2023
59	KOTAK MAHINDRA BANK LTD. Vs Meetha Lal Meena	624/2023	607/2023
60	KOTAK MAHINDRA BANK LTD. Vs Hari Das	627/2023	610/2023
61	KOTAK MAHINDRA BANK LTD. Vs KAILASH GURJAR	638/2023	619/2023
62	KOTAK MAHINDRA BANK LTD. Vs BABULAL DHANKAR	639/2023	620/2023
63	KOTAK MAHINDRA BANK LTD. Vs MAHAVEER YADAV	640/2023	621/2023
64	KOTAK MAHINDRA BANK LTD. Vs UDDALAL GURJAR	641/2023	622/2023
65	KOTAK MAHINDRA BANK LTD. Vs CHOTURAM MEENA	642/2023	623/2023
66	KOTAK MAHINDRA BANK LTD. Vs RAJESH GURJAR	643/2023	624/2023
67	M/S LAXMI INDIA FINLEASECAP PVT. LTD. Vs VIDHA DEVI	881/2023	859/2023
68	M/S LAXMI INDIA FINLEASECAP PVT. LTD. Vs GEETA DEVI	883/2023	861/2023
69	M/S LAXMI INDIA FINLEASECAP PVT. LTD. Vs MADAN LAL KUMAWAT	887/2023	865/2023
70	M/S LAXMI INDIA FINLEASECAP PVT. LTD. Vs SHARVAN LAL VERMA	888/2023	866/2023
71	KOTAK MAHINDRA BANK LTD. Vs RAVI PRAKASH KATRI	935/2023	913/2023
72	M/S JAIRAJ FINVEST PVT. LTD. Vs MURARI LAL SHARMA	1104/2023	1075/2023
73	M/S NEXT EDUCATION INDIA PVT. LTD. Vs TAJ GLOBLE ACADEMY	1327/2023	1327/2023
74	SK FINANCE LTD. Vs MANGALRAM GURJAR	1354/2023	1319/2023
75	SK FINANCE LTD. Vs HARIRAM BAGARIYA	1356/2023	1321/2023
76	SK FINANCE LTD. Vs KAPTAN	1357/2023	1322/2023
77	SK FINANCE LTD. Vs KRISHAN KUMAR	1358/2023	1323/2023
78	SK FINANCE LTD. Vs ASHWANI KUMAR BAKOLIYA	1359/2023	1324/2023

79	SK FINANCE LTD. Vs KAMAL KISHOR MEENA	1360/2023	1325/2023
80	SK FINANCE LTD. Vs BABLU SWAMI	1361/2023	1326/2023
81	SK FINANCE LTD. Vs VISHNU KUMAR	1362/2023	1327/2023
82	SK FINANCE LTD. Vs RAMSHARAN SHARMA	1363/2023	1328/2023
83	SK FINANCE LTD. Vs AJAY KUMAR GANGWAL	1364/2023	1329/2023
84	SK FINANCE LTD. Vs JAGDISH JI	1365/2023	1330/2023
85	SK FINANCE LTD. Vs SANTOSH DEVI	1366/2023	1331/2023
86	SK FINANCE LTD. Vs PREM DEVI	1367/2023	1332/2023
87	SK FINANCE LTD. Vs SIKANDRA MOHAMMAD	1368/2023	1333/2023
88	SK FINANCE LTD. Vs SHANKAR CHAUDHARY	1369/2023	1334/2023
89	SK FINANCE LTD. Vs VEER SINGH PANWAR	1370/2023	1335/2023
90	SK FINANCE LTD. Vs MADAN LAL GURJAR	1371/2023	1336/2023
91	Shri Ram Transport Finance Co. Ltd. Vs CHHAJURAM SHARMA	1372/2023	1337/2023
92	Shri Ram Transport Finance Co. Ltd. Vs JAVED	1373/2023	1338/2023
93	Shri Ram Transport Finance Co. Ltd. Vs KASHIRAM MEENA	1374/2023	1339/2023
94	Shri Ram Transport Finance Co. Ltd. Vs JAIRAM GURJAR	1375/2023	1340/2023
95	Shri Ram Transport Finance Co. Ltd. Vs RAMPHOOL MEENA	1376/2023	1341/2023
96	Shri Ram Transport Finance Co. Ltd. Vs RAMPHOOL MEENA	1377/2023	1342/2023
97	Shri Ram Transport Finance Co. Ltd. Vs SITARAM SHARMA	1378/2023	1343/2023
98	Shri Ram Transport Finance Co. Ltd. Vs SANJAY KUMAR	1379/2023	1344/2023
99	Shri Ram Transport Finance Co. Ltd. Vs AKHTAR ALI	1380/2023	1345/2023
100	Shri Ram Transport Finance Co. Ltd. Vs ISLAM	1381/2023	1346/2023
101	Shri Ram Transport Finance Co. Ltd. Vs ABDUL MAJID	1382/2023	1347/2023
102	Shri Ram Transport Finance Co. Ltd. Vs RAMESH KUMAR TANEJA	1383/2023	1348/2023
103	JUMBO FINVEST INDIA LTD. Vs RAM CHANDRA MANKAS	1384/2023	1349/2023
104	Shri Ram Transport Finance Co. Ltd. Vs dhanesh kumar chandeliya	1385/2023	1350/2023
105	Shri Ram Transport Finance Co. Ltd. Vs MAHESH KUMAR	1386/2023	1351/2023
106	SHRI RAM FINANCE LTD. Vs JAGDISH	1388/2023	1353/2023
107	SHRI RAM FINANCE LTD. Vs FARUKH KHAN	1390/2023	1355/2023
108	SHRI RAM FINANCE LTD. Vs JHHABARMAL BIJARNIYA	1391/2023	1356/2023
109	Sundaram Finance Ltd. Vs MUKESH KUMAR MEENA	1406/2023	1371/2023
110	ADANI CAPITAL PVT. LTD. Vs Bajrang Singh	1510/2023	1472/2023
111	ADANI CAPITAL PVT. LTD. Vs Devki Nandan Sharma	1511/2023	1473/2023
112	KOTAK MAHINDRA BANK LTD. Vs Ashok Kumar Moga	1512/2023	1474/2023
113	Cholamandalam Investment and Finance Company Ltd Vs DEVENDRA SINGH	1536/2023	1496/2023
114	Cholamandalam Investment and Finance Company Ltd Vs JITENDRA AGARWAL	1537/2023	1497/2023
115	IMPRESSIVE HEIGHTS FINSTOCK LTD. Vs KEDARNATH MEENA	1543/2023	1503/2023
116	SBI Cards And Payment Services pvt. ltd. Vs RAJENDRA KATARIYA	1544/2023	1504/2023

117	Kogta Financial (india) Ltd Vs SULTAN SINGH GURJAR	1548/2023	1508/2023
118	SK FINANCE LTD. Vs RAMBABU SHARMA	1718/2023	1718/2023
119	SK FINANCE LTD. Vs OMPRAKASH SHARMA	1719/2023	1677/2023
120	Indusind Bank ltd. Vs RAJVEER SINGH	1720/2023	1678/2023
121	Indusind Bank ltd. Vs BHAGWAN SHAI MEENA	1721/2023	1679/2023
122	Indusind Bank ltd. Vs KAMLESH MEENA	1722/2023	1680/2023
123	Indusind Bank ltd. Vs RAMDAYAL MEENA	1723/2023	1681/2023
124	Indusind Bank ltd. Vs RAMKESH MEENA	1724/2023	1682/2023
125	Indusind Bank ltd. Vs SURESH KUMAR GURJAR	1725/2023	1683/2023
126	Indusind Bank ltd. Vs RAMKHILADI GURJAR	1726/2023	1684/2023
127	Kogta Financial (india) Ltd Vs JITENDRA SINGH SHEKHAWAT	1727/2023	1685/2023
128	Kotak Mahindra Prime ltd. Vs BALA WHEELS AND EVENTS PVT. LTD.	1728/2023	1686/2023
129	Kotak Mahindra Prime ltd. Vs SHREE KARANI CONSTRUCTION CO.	1729/2023	1687/2023
130	Kotak Mahindra Prime ltd. Vs SANJAY KUMAR PUNGALIYA	1730/2023	1688/2023
131	Kotak Mahindra Prime ltd. Vs SUNIL KUMAR	1731/2023	1689/2023
132	Kotak Mahindra Prime ltd. Vs SHRI KRISHNA SALES CORPORATION	1732/2023	1690/2023
133	Kotak Mahindra Prime ltd. Vs FUNDAN BUILD ESTATE PVT. LTD.	1733/2023	1691/2023
134	Kotak Mahindra Prime ltd. Vs RAJESH SHARMA	1734/2023	1692/2023
135	SMFG INDIA CREDIT CO. LTD. Vs ANKUR BADJATYA	1736/2023	1694/2023
136	SMFG INDIA CREDIT CO. LTD. Vs MOHAN LAL JAT	1737/2023	1695/2023
137	SMFG INDIA CREDIT CO. LTD. Vs SYBARITIC LINEN	1738/2023	1696/2023
138	SMFG INDIA CREDIT CO. LTD. Vs JASVEER SINGH SARDAR	1739/2023	1697/2023
139	SMFG INDIA CREDIT CO. LTD. Vs RAJKUMAR YADAV	1740/2023	1698/2023
140	SMFG INDIA CREDIT CO. LTD. Vs SUBHASH KULWAL	1741/2023	1699/2023
141	SMFG INDIA CREDIT CO. LTD. Vs CHANDRA ELECTRONIC APPLIANCES PVT. LTD	1742/2023	1700/2023
142	SMFG INDIA CREDIT CO. LTD. Vs KEDAR PRASAD SHARMA	1743/2023	1701/2023
143	SMFG INDIA CREDIT CO. LTD. Vs PRIYADARSHAN SHARMA	1744/2023	1702/2023
144	SMFG INDIA CREDIT CO. LTD. Vs SAGAR MAL PUNEYA	1745/2023	1703/2023
145	SMFG INDIA CREDIT CO. LTD. Vs SUSHMA VYAS	1746/2023	1704/2023
146	SMFG INDIA CREDIT CO. LTD. Vs RAKESH SHARMA	1747/2023	1705/2023
147	SMFG INDIA CREDIT CO. LTD. Vs SHAMIM AHAMAD KHAN	1748/2023	1706/2023
148	SMFG INDIA CREDIT CO. LTD. Vs NAJIR AHAMAD	1749/2023	1707/2023
149	SMFG INDIA CREDIT CO. LTD. Vs DEEPA BHOJWANI	1750/2023	1708/2023
150	SMFG INDIA CREDIT CO. LTD. Vs PUSHKAR LAL SHARMA	1751/2023	1709/2023
151	SHRI RAM FINANCE LTD. Vs ANTRAM	1756/2023	1711/2023
152	SHRI RAM FINANCE LTD. Vs MANOJ	1757/2023	1712/2023
153	SHRI RAM FINANCE LTD. Vs DHARMPAL SINGH	1758/2023	1713/2023
154	SHRI RAM FINANCE LTD. Vs MOHAN KUMAR SHARMA	1759/2023	1714/2023
155	SHRI RAM FINANCE LTD. Vs BABULAL SAINI	1760/2023	1715/2023
156	SHRI RAM FINANCE LTD. Vs NIRANJAN SAINI	1761/2023	1716/2023
157	SHRI RAM FINANCE LTD. Vs KAILASH CHAND SWAMI	1762/2023	1717/2023

158	SHRI RAM FINANCE LTD. Vs SOHANLAL GURJAR	1763/2023	1718/2023
159	SHRI RAM FINANCE LTD. Vs CHAJURAM YADAV	1764/2023	1719/2023
160	SHRI RAM FINANCE LTD. Vs INDRA MEENA	1765/2023	1720/2023
161	SHRI RAM FINANCE LTD. Vs RAJPAL CHAUDHARY	1766/2023	1721/2023
162	SHRI RAM FINANCE LTD. Vs HAWASINGH SHEKHAWAT	1767/2023	1722/2023
163	SHRI RAM FINANCE LTD. Vs PAWAN SINGH	1399/2023	1364/2023
164	SHRI RAM FINANCE LTD. Vs OMPRAKASH KHARINTA	1400/2023	1365/2023
165	SHRI RAM FINANCE LTD. Vs MAHIPAL JAKHDE	1401/2023	1366/2023
166	SHRI RAM FINANCE LTD. Vs HEMRAJ SHARMA	1402/2023	1367/2023
167	SHRI RAM FINANCE LTD. Vs SHIV BHAGWAN MAMOD	1403/2023	1368/2023
168	SHRI RAM FINANCE LTD. Vs GIGRAJ	1404/2023	1369/2023
169	SHRI RAM FINANCE LTD. Vs SHISHPAL SINGH	1405/2023	1370/2023
170	Hinduja Leyland Finance Ltd Vs RAVI MAVALIYAS	431/2023	418/2023
171	BEST CAPITAL SERVICES LTD. Vs VIKRAM SINGH BHASKAR	432/2023	419/2023
172	Shri Ram Transport Finance Co. Ltd. Vs REKHA SHARMA	433/2023	420/2023
173	Shri Ram Transport Finance Co. Ltd. Vs NATHU LAL MEENA	434/2023	421/2023
174	Shri Ram Transport Finance Co. Ltd. Vs ASHA DEVI KHATIK	435/2023	422/2023
175	Hinduja Leyland Finance Ltd Vs DINESH JANGID	436/2023	423/2023
176	Hinduja Leyland Finance Ltd Vs hari ram yadav	419/2023	406/2023
177	SBFC Finance Lrd VS KHEM SINGH	843/2023	821/2023
178	SBFC Finance Lrd VS GANESHAM COLLECTION	844/2023	822/2023
179	SBFC Finance Lrd VS ROSHAN BALDWA	841/2023	819/2023
180	SBFC Finance Lrd VS SUMAN SONI	840/2023	818/2023
181	SBFC Finance Lrd VS HARISH PAREWA	842/2023	820/2023
182	HDFC BANK LTD VS VIVEK SARASWATI VIDHYA MANDIR	789/2023	769/2023
183	HDFC BANK LTD VS SHAKEEL KHAN	785/2023	765/2023
184	HDFC BANK LTD VSKIDS CONVENT	788/2023	768/2023
185	HDFC BANK LTD VS RAHUL KUSHWAH	786/2023	766/2023
186	HDFC BANK LTD VS MADHAV TRADERS	787/2023	767/2023
187	SHRI RAN TRANSPORT FINANCE VS YASH PAL JINWAL	418/2023	405/2023
188	MAHINDRA RURAL HOUSING VS RASHIM	365/2023	355/2023
189	MAHINDRA RURAL HOUSING VS PARVATI KANWAR	366/2023	356/2023
190	MAHINDRA RURAL HOUSING VS SHAHJAAD KHAN	367/2023	357/2023
191	MAHINDRA RURAL HOUSING VS SHAKUNTALA	369/2023	359/2023
192	MAHINDRA RURAL HOUSING VS GIRAAJ SONI	368/2023	358/2023
193	MAHINDRA RURAL HOUSING VS RAVINDRA	370/2023	360/2023
194	MAHINDRA RURAL HOUSING VS MAINA KANWAR	364/2023	354/2023
195	SHRI RAM TRANSPORT VS SURESH KUMAR	1395/2023	1360/2023
196	SHRI RAM FINANCE LTD. Vs HIRA LAL MEENA	416/2023	403/2023
197	SHRI RAM FINANCE LTD. Vs PRAHLAAD GOKHI	1394/2023	1359/2023
198	SHRI RAM FINANCE LTD. Vs RAM KARAN GURJAR	1396/2023	1361/2023
199	SHRI RAM FINANCE LTD. Vs GIRDHARI LAL	1393/2023	1358/2023
200	SHRI RAM FINANCE LTD. Vs MAHAVEER SINGH	1397/2023	1362/2023
201	SHRI RAM FINANCE LTD. Vs GIGRAAAJ	1398/2023	1363/2023
202	SHRI RAM FINANCE LTD. Vs JAWAHAR LAL	1392/2023	1357/2023
203	Shri Ram Transport Finance Co. Ltd. Vs SHARWAN SINGH	1387/2023	1352/2023
204	SHRI RAM FINANCE LTD. Vs SOHAN SINGH	1389/2023	1354/2023
205	Bajaj Finance Ltd. Vs GURDAYAL GURJAR	312/2023	305/2023
206	Bajaj Finance Ltd. Vs SHREE SHYAM ENTERPRISES	313/2023	306/2023
207	Bajaj Finance Ltd. Vs RAJESH KUMAR GODHA	327/2023	320/2023
208	Bajaj Finance Ltd. Vs PRAVEEN KUMAR HARSHIT KUMAR	329/2023	322/2023
209	Hinduja Leyland Finance Ltd Vs FAILI RAM MEENA	438/2023	424/2023
210	Hinduja Leyland Finance Ltd Vs SURYA PRATAP SHARMA	439/2023	425/2023
211	Shri Ram Transport Finance Co. Ltd. Vs SOHAN LAL VAISHAV	440/2023	426/2023
212	Cholamandalam Investment and Finance Company Ltd Vs SANJAY YADAV	990/2023	963/2023

Present Advocates:

1. **Shri Anil Kumar Gupta, Shri Sandeep Bansiwala, Shri KV Singh, Mrs. Dimple Sharma, Shri Javed Ahmed, Shri Murad Baig, Shri Ashwani Sharma, Shri Neeraj Sharma, Shri Rakesh Ajmera, Shri Zobin Methew, Shri Akash Agarwal, Shri Mohit Gupta, Shri Shashank Agarwal, Shri Vikas Singh Shekhawat, Shri Akshat Diwan, Shri Ram Singh Bhati, Shri Kulvardhan Singh, Shri Vikram Singh, Shri Sunil Dutt Sharma, Shri R.K Yadav, Shri Anil Gupta, Shri Ravi Kumar, Shri Rajpal Dhankhar, Shri Anil Kumar Sharma, Mohd. Naved, Shri Avinash kumbhaj, Shri Ram Singh Verma, Shri Javed Ahmed, Shri Arnav Yadav, Shri Vikram Singh Jadaun, Shri Indra Pal Singh Mehla, Shri Sohan Lal Kumhar, Shri Ram Singh Bhati, Shri Kulvardhan Singh Bhati** advocates for the applicants.
2. **Ms. Rashmi Jain**, advocate for the respondent.

:ORDER:**DATED: 02.09.2023**

1. These above applications are filed by different applicants for enforcement of arbitral award under section 36 of the Arbitration and Conciliation Act, 1996 (Herein after called as Act 1996). All these applications pertaining to arbitral award in which the arbitrator were unilaterally appointed by the applicants.
2. The seminal issue involved in these applications is;
"Whether the award, passed by an arbitrator who was de jure ineligible due to his appointment in contravention of section 12(5) of the Act, 1996 can be enforced ?"
3. The learned counsels appearing for the applicants submitted as under;
 - i) Executing Court can not go behind the decree.
 - ii) Objection regarding the unilateral appointment can be decided in an application under section 34 of the Act, 1996 and not in the execution application.
 - iii) After three months of the passing of award, it attain finality as it can not be challenged in section 34 of the Act, 1996.
 - iv) The judgment debtor did not respond to notice under section 21 and thereafter did not appear before the arbitrator, so he has waive his right under section 4 of the Act, 1996.
 - v) Both the parties signed the agreement and both are bound by the agreement in which, the right is given to the company to appoint arbitrator in case of dispute arises.
 - vi) In some of the applications notice were issued, now they cannot be considered this stage.
 - vi) The judgment debtor did not challenge the proceeding under section 13 or under section 34 of the Act, so, the waiver applies.
 - vii) Court has no power to look into the legality of the award at this stage.

4. Section 12 of Act 1996 provides;

"12. Grounds for challenge.

(1) When a person is approached in connection with his possible appointment as an arbitrator, he shall disclose in writing any circumstances:-

(a) such as the existence either direct or indirect, of any past or present relationship with or interest in any of the parties or in relation to the subject matter in dispute, whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and

(b) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within a period of twelve months,

(2) An arbitrator, from the time of his appointment and throughout the arbitral proceedings, shall, without delay, disclose to the parties in writing any circumstances referred to in sub-section (1) unless they have already been informed of them by him.

(3) An arbitrator may be challenged only if:-

(a) circumstances exist that give rise to justifiable doubts as to his independence or impartiality; or

(b) he does not possess the qualifications agreed to by the parties.

(4) A party may challenge an arbitrator appointed by him, or in whose appointment he has participated, only for reasons of which he becomes aware after the appointment has been made.

(5) Notwithstanding any prior agreement to the contrary, any person whose relationship, with the parties or counsel or the subject matter of the dispute, falls under any of the categories specified in the Seventh Schedule shall be ineligible to be appointed as an arbitrator:

Provided that parties may, subsequent to disputes having arisen between them, waive the applicability of this sub-section by an express agreement in writing."

5. Hon'ble Supreme Court of India while interpreting section 12(5) of Act, 1996, held in, **"Voestalpine Schienen GmbH Vs Delhi Metro Rail Corporation Ltd., (2017) 4 SCC 665,"** that,

"20. Independence and impartiality of the arbitrator are the hallmarks of any arbitration proceedings. Rule against bias is one of the fundamental principles of natural justice which applied to all judicial and quasi-judicial proceedings. It is for this reason that notwithstanding the fact that relationship between the parties to the arbitration and the arbitrators themselves are contractual in nature and the source of an arbitrator's appointment is deduced from the agreement entered into between the parties, notwithstanding the same non-independence and non-impartiality of such arbitrator (though contractually agreed upon) would render him ineligible to conduct the arbitration. The genesis behind this rational is that even when an arbitrator is appointed in

terms of contract and by the parties to the contract, he is independent of the parties. Functions and duties require him to rise above the partisan interest of the parties and not to act in, or so as to further, the particular interest of either parties. After all, the arbitrator has adjudicatory role to perform and, therefore, he must be independent of parties as well as impartial."

6. Hon'ble Supreme Court of India in, "**HRD Corporation (Marcus Oil and Chemical Division) Vs GAIL (India) Ltd. (Formerly Gas Authority of India Ltd.), Civil Appeal No. 11127 of 2017,**" held that, "13. After the 2016 Amendment Act, a dichotomy is made by the Act between persons who become "ineligible" to be appointed as arbitrators, and persons about whom justifiable doubts exist as to their independence or impartiality. Since ineligibility goes to the root of the appointment, section 12(5) read with the Seventh Schedule makes it clear that if the arbitrator falls in any one of the categories specified in the Seventh Schedule, he becomes "ineligible" to act as arbitrator. Once he becomes ineligible, it is clear that, under section 14(1)(a), he then becomes de jure unable to perform his functions inasmuch as, in law, he is regarded as "ineligible". In order to determine whether an arbitrator is de jure unable to perform his functions, it is not necessary to go to the Arbitral Tribunal under section 13. Since such a person would lack inherent jurisdiction to proceed any further, an application may be filed under section 14(2) to the Court to decide on the termination of his/her mandate on this ground."
7. Hon'ble Supreme Court in, "**TRF Ltd. Vs Energo Engineering Projects Ltd., Civil Appeal No. 5306 of 2017,**" held that, "57. In such a context, the fulcrum of the controversy would be, can an ineligible arbitrator, like the Managing Director, nominate an arbitrator, who may be otherwise eligible and a respectable person. As stated earlier, we are neither concerned with the objectivity nor the individual respectability. We are only concerned with the authority or the power of the Managing Director. By our analysis, we are obligated to arrive at the conclusion that once the arbitrator has become ineligible by operation of law, he cannot nominate another as an arbitrator. The arbitrator becomes ineligible as per prescription contained in Section 12(5) of the Act. It is inconceivable in law that a person who is statutorily ineligible can nominate a person. Needless to say, once the infrastructure collapses, the superstructure is bound to collapse. One cannot have a building without the plinth. Or to put it differently, once the identity of the Managing Director as the sole arbitrator is lost, the power to nominate someone else as an arbitrator is obliterated. Therefore, the view expressed by the High Court is not sustainable and we say so."

8. Hon'ble Supreme Court in, "**Perkins eastman Architects DPC and Another Vs HSCC (India) Ltd., Arbitration Application No. 32 of 2019**," held that,'

"19. It was thus held that as the Managing Director became ineligible by operation of law to act as an arbitrator, he could not nominate another person to act as an arbitrator and that once the identity of the Managing Director as the sole arbitrator was lost, the power to nominate someone else as an arbitrator was also obliterated. The relevant Clause in said case had nominated the Managing Director himself to be the sole arbitrator and also empowered said Managing Director to nominate another person to act as an arbitrator. The Managing Director thus had two capacities under said Clause, the first as an arbitrator and the second as an appointing authority. In the present case we are concerned with only one capacity of the Chairman and Managing Director and that is as an appointing authority.

20. We thus have two categories of cases. The first, similar to the one dealt with in TRE Limited where the Managing Director himself is named as an arbitrator with an additional power to appoint any other person as an arbitrator. In the second category, the Managing Director is not to act as an arbitrator himself but is empowered or authorised to appoint any other person of his choice or discretion as an arbitrator. If, In the first category of cases, the Managing Director was found incompetent, it was because of the interest that he would be said to be having in the outcome or result of the dispute. The element of invalidity would thus be directly relatable to and arise from the interest that he would be having in such outcome or decision. If that be the test, similar invalidity would always arise and spring even in the second category of cases. If the interest that he has in the outcome of the dispute, is taken to be the basis for the possibility of bias, it will always be present irrespective of whether the matter stands under the first or second category of cases we are conscious that if such deduction is drawn from the decision of this Court in TRF Limited, all cases having clauses similar to that with which we are presently concerned, a party to the agreement would be disentitled to make any appointment of an Arbitrator on its own, and it would always be available to argue that a party or an official or an authority having interest in the dispute would be disentitled to make appointment of an Arbitrator."

9. Hon'ble Supreme Court of India in, "**Bharat Broadband Network Ltd. Vs United Telecom Ltd., Civil Appeal No. 3972 of 2019**", held that, "15. Section 12(5), on the other hand, is a new provision which relates to the de jure inability of an arbitrator to act as such. Under this provision, any prior agreement to the contrary is wiped out by the non-obstante clause in Section 12(5) the moment any person whose relationship with the parties or the counsel or the subject matter of the dispute falls under the Seventh Schedule. The sub-section then declares

that such person shall be "ineligible" to be appointed as arbitrator. The only way in which this ineligibility can be removed is by the proviso, which again is a special provision which states that parties may, subsequent to disputes having arisen between them, waive the applicability of Section 12(5) by an express agreement in writing. What is clear, therefore, is that where, under any agreement between the parties, a person falls within any of the categories set out in the Seventh Schedule, he is, as a matter of law, ineligible to be appointed as an arbitrator. The only way in which this ineligibility can be removed, again, in law, is that parties may after disputes have arisen between them, waive the applicability of this sub-section by an "express agreement in writing. Obviously, the "express agreement in writing" has reference to a person who is interdicted by the Seventh Schedule, but who is stated by parties (after the disputes have arisen between them) to be a person in whom they have faith notwithstanding the fact that such person is interdicted by the Seventh Schedule.

17. The scheme of Sections 12, 13, and 14, therefore, is that where an arbitrator makes a disclosure in writing which is likely to give justifiable doubts as to his independence or impartiality, the appointment of such arbitrator may be challenged under Sections 12(1) to 12(4) read with Section 13. However, where such person becomes "ineligible" to be appointed as an arbitrator, there is no question of challenge to such arbitrator, before such arbitrator. In such a case, i.e., a case which falls under Section 12(5), Section 14(1)(a) of the Act gets attracted inasmuch as the arbitrator becomes, as a matter of law (i.e., de jure), unable to perform his functions under Section 12(5), being ineligible to be appointed as an arbitrator. This being so, his mandate automatically terminates, and he shall then be substituted by another arbitrator under Section 14(1) itself. It is only if a controversy occurs concerning whether he has become de jure unable to perform his functions as such, that a party has to apply to the Court to decide on the termination of the mandate, unless otherwise agreed by the parties. Thus, in all Section 12(5) cases, there is no challenge procedure to be availed of. If an arbitrator continues as such, being de jure unable to perform his functions, as he falls within any of the categories mentioned in Section 12(5), read with the Seventh Schedule, a party may apply to the Court, which will then decide on whether his mandate has terminated. Questions which may typically arise under Section 14 may be as to whether such person falls within any of the categories mentioned in the Seventh Schedule, or whether there is a waiver as provided in the proviso to Section 12(5) of the Act. As a matter of law, it is important to note that the proviso to Section 12(5) must be contrasted with Section 4 of the Act. Section 4 deals with cases of deemed waiver by conduct; whereas the proviso to Section 12(5) deals

with waiver by express agreement in writing between the parties only if made subsequent to disputes having arisen between them."

10. It is clear that Hon'ble Supreme Court of India has held that the unilateral appointment of the arbitrator by a company/Managing Director is in contravention of section 12(5) and so ineligible and due to that ineligibility, he becomes de jure ineligible to be arbitrator. Hon'ble Supreme Court of India widen the scope and held that where the arbitrator became de jure ineligible his mandate shall be terminated under section 14(1)(a) of the Act, 1996.
11. Now, we examine the issue set out at the outset, whether an arbitrator who was appointed as an arbitrator in contravention of section 12(5) of the Act, 1996, can award passed by such an arbitrator be enforced under section 36 ?
12. Hon'ble Calcutta High Court while dealing an application under section 36 in "**Cholamandalam Investment and Finance Company Ltd. Vs Amrapali enterprises and Anr., EC 122 of 2022**" held that,

"15. I find myself in complete concurrence with the aforesaid judgments, and in my view, the impugned award is unsustainable and non-est in the eyes of law. It is a settled principle of law that compliance with Section 12(5) read with Schedule VII is sine qua non for any arbitral reference to gain recognition and validity before the Courts. In the present facts in hand, an arbitral reference which itself began with an illegal act has vitiated the entire arbitral proceedings from its inception and the same cannot be validated at any later stage. Thus, it would be a logical inference to consider the aforesaid arbitral proceedings as void ab initio.

16. In my view, the impugned award, which was passed by a de jure ineligible arbitrator, suffers from a permanent and indelible mark of bias and prejudice which cannot be washed away at any stage including the execution proceedings. Infact, as the arbitrator was de jure ineligible to perform his functions and therefore lacked inherent jurisdiction or competence to adjudicate the disputes in hand, the impugned award cannot be accorded the privileged status of an award.

17. In light of the above findings, it is palpably clear that an arbitral award passed by a unilaterally appointed arbitrator will not survive the Section 34 challenge. However, the arbitration application before me is not under Section 34 but rather an execution petition under Section 36. There is no denying the fact that the Act is a complete code in itself and at the same time, it is equally true that Section 36 provides no scope of adverse interference with an arbitral award de jure executing it as a decree of the court. While Section 47 of the Code of Civil Procedure, 1908 (hereinafter referred to as the CPC governs the challenge to a court decree at the execution stage there is no such similar provision provided in the Act. However, at this juncture it would be relevant to

examine the jurisprudence with respect to decrees passed by bodies lacking inherent jurisdiction.

18. The Apex Court in **Sunder Dass -vs- Ram Prakash** reported in 1977 AIR 1201 had stated that decrees passed by bodies lacking inherent jurisdiction are unenforceable and it would be as if no decree existed at all. P.N. Bhagwati, J., in his inimitable style had examined and penned down the following:

"3. Now, the law is well settled that an executing court cannot go behind the decree nor can it question its legality or correctness. But there is one exception to this general rule and that is that where the decree sought to be executed is a nullity for lack of inherent jurisdiction in the court passing it, its invalidity can be set up in an execution proceeding. Where there is lack of inherent jurisdiction, it goes to the root of the competence of the court to try the case and a decree which is a nullity is void and can be declared to be void by any court in which it is presented. Its nullity can be set up whenever and wherever it is sought to be enforced or relied upon and even at the stage of execution or even in collateral proceedings. The executing court can, therefore, entertain an objection that the decree is a nullity and can refuse to execute the decree. By doing so, the executing court would not incur the reproach that it is going behind the decree, because the decree being null and void, there would really be no decree at all. Vide **Kiran Singh Vs Chaman Paswan AIR 1954 SC 340, (1955) 1 SCR 117** and **Seth Hiralal Patni Vs Sri Kali Nath (AIR 1962 SC 199: (1962) 2 SCR 747)**. It is, therefore, obvious that in the present case, it was competent to the executing court to examine whether the decree for eviction was a nullity on the ground that the civil court had no inherent jurisdiction to entertain the suit in which the decree for eviction was passed. If the decree for eviction was a nullity, the executing court could declare it to be such and decline to execute it against the respondent."

Similar pronouncements were made in '**Hiralal Moolchand Doshi -vs- Barot Raman Lal Ranchhoddas**' reported in (1993) 2 SCC 458 (Coram: Yogeshwar Dayal, J.J and **Sushil Kumar Mehta -us- Gobind Ram Bohra**, reported in (1990) 1 SCC 193 [Coram: K Ramaswamy, J].

19. While Section 47 of the CPC is not directly applicable, the jurisprudence referred to above cannot be ignored. Similar principles have to be applied in cases of awards passed by arbitral tribunals lacking inherent jurisdiction. This court cannot shut its eyes to the grave irregularity that will occur if it does not interfere. As outlined in various afore-stated judicial pronouncements, an arbitral award passed by a unilaterally appointed arbitrator cannot be considered as an award under the provisions of the Act and consequently, they have to be regarded as non est in the eyes of law. We have a peculiar situation.

The jurisprudence and statute (Section 12[5] read with Schedule VII) ascertains selected arbitrators to inherently lack jurisdiction. But, such jurisdiction can be sanctified/legalised, if express waiver is made by a written agreement, as statutorily carved out owing to considerations of party autonomy. Possibility of waiver was granted as a concession to party autonomy in arbitration law. But that does not mean that the jurisdiction is not inherently lacking before such express waiver is made. As a flip side to this, such waivers should be very strictly construed in terms of its explicitness.

20. In view of the above, the present execution petition has no legs to stand on for the reasons that the award sought to be enforced is not a legal decree. The decree does not exist. Therefore, not merely is it non-executable, the parties would be free to re-agitate the matter before a new arbitral tribunal. However, the parties have given consent in the present matter."

13. Hon'ble Himachal Pradesh High Court in, "**Divisional Manager, H.P. State Forest Development Corporation Ltd. Vs Prem Lal, CMPMO No. 58 of 2023,**" in which the petition under section 36 of the Act, 1996 has been dismissed by the District Judge on the ground that the award passed by the arbitrator who was unilaterally appointed in contravention of Section 12(5) of the Act, 1996. Learned District Judge held that the arbitral award was held as unexecutable. The petitioners assailed that order before Hon'ble Himachal Pradesh High Court. Hon'ble High Court has relied upon 'TRF Ltd. (Supra), Bharat Broadband (Supra), Perkins Eastman (supra), and held that arbitration proceedings conducted by arbitrator are non est and award passed by such arbitrator were void. The award were not enforceable. The Hon'ble High Court held that the District Judge did not committed any error in dismissing the execution application filed by the petitioners seeking enforcement of void award and all the petitions were dismissed by Hon'ble Court.
14. Hon'ble Delhi High Court Division Bench in, "**Kotak Mahindra Bank Ltd. Vs Narendra Kumar Prajapat, 2023 Latest Caselaw 709 del,**" in which similar point has been decided by the commercial court at Delhi, wherein the applications filed by the applicant for enforcement of ex-parte award was dismissed with cost of Rs. 25000/-. Hon'ble Division Bench of Delhi High Court relying upon 'TRF Ltd. (supra), Perkins Eastman (Supra), and HRD Corporation (supra) and held that, "This court finds no infirmity with the aforesaid view. A person who is ineligible to act an arbitrator, lacks the inherent jurisdiction to render an arbitral award under the A& C Act. It is trite law that a decision, by any authority, which lacks inherent jurisdiction to make such a decision, cannot be considered as valid. Thus, clearly, such an impugned award cannot be enforced."

15. The perusal of the awards shows a sorry state of affairs as to how learned arbitrator acted and conducted the arbitration proceedings and subsequently passed the award. The 5th Schedule provides the grounds which give rise to justifiable doubts as to the independence and impartiality of the arbitrator, ground at serial no. 22 provides,

"The arbitrator has within the past three years been appointed as arbitrator on two or more occasions by one of the parties or an affiliate of one of the parties."

16. Further at serial no. 29, it is provided, "The arbitrator has within the past three years received more than three appointments by the same counsel or the same law firm."

17. The perusal of present applications shows that approximately none of the arbitrator adhere to the provisions provided under 5th Schedule. By this order only 212 applications are disposed off out of this small numbers following examples (It deemed it appropriate not to disclose the identity of arbitrator, who had conducted arbitral proceedings in such way) shows that how the arbitrator unilaterally appointed by a particular company breached the provisions of the law;

1. Shri Ram Finance Ltd. unilaterally appointed different sole arbitrator, out of which, one sole arbitrator passed 12 awards on 09.12.2022, 5 awards on 25.02.2019, 3 awards on 11.09.2019, 2 awards on 21.02.2023 for Shri Ram Finance Ltd. against various respondents.

Shri Ram Finance Ltd. unilaterally appointed another sole arbitrator who passed 10 awards on 25.02.2023, 6 awards on 23.12.2021, 5 awards on 30.06.2021, 4 awards on 17.09.2022, 2 awards on 01.09.2022 for Shri Ram Finance Ltd. against different respondents.

Shri Ram Finance Ltd. also unilaterally appointed another sole arbitrator who passed 5 awards on 15.02.2022 for 'Shri Ram Finance Ltd. against different respondents. The same sole arbitrator was also unilaterally appointed by Hinduja Layland Finance Ltd and on 15.02.2022, he passed 2 awards for Hinduja Leyland Finance Ltd. against different respondent. Not only this the same arbitrator was unilaterally appointed by Infinity Fincorp Pvt. Ltd. and that sole arbitrator also on 15.02.2022 passed 3 awards for Infinity fincorp Pvt. Ltd. against different respondents.

2. Kotak Mahindra Bank Ltd. unilaterally appoint a sole arbitrator at Delhi, who passed 6 awards on 06.10.2022 for Kotak Mahindra against different respondents.

Kotak Mahindra Bank Ltd. unilaterally appointed another sole arbitrator who passed 2 awards on 26.05.2022 against different respondents.

3. SK Finance Ltd. unilaterally appointed a sole arbitrator who passed 2 awards on 17.08.2022, 2 awards on 24.08.2022. The same arbitrator also passed 4 awards on 24.11.2022 against different respondents.

- SK finance also unilaterally appoint another sole arbitrator, who passed 2 awards on 19.01.2023 for SK Finance against different respondents.
4. Hinduja Leyland Finance Ltd. unilaterally appointed a sole arbitrator, who passed 2 awards on 11.07.2022 against different respondents.
 5. Laxmi India Finlease Cap Pvt. Ltd. unilaterally appointed a sole arbitrator, who passed 2 awards on 08.08.2022 against different respondents.
 6. Bajaj Finance Ltd. unilaterally appointed a sole arbitrator, who passed 6 awards on 05.04.2021 against different respondents.
The same arbitrator was also unilaterally appointed by SBFC Finance Ltd. and he passed 4 award on 05.01.2023 for SBFC against different respondents.
Bajaj Finance Ltd. also unilaterally appointed another sole arbitrator, who passed 2 awards on 29.01.2022 against different respondents.
Bajaj Finance Ltd. also unilaterally appointed another sole arbitrator, who passed 2 awards on 31.11.2022 against different respondents.
Bajaj Finance Ltd. also unilaterally appointed another sole arbitrator, who passed 2 awards on 23.04.2022 against different respondents.
 7. Fulletron Finance Ltd. unilaterally appointed a sole arbitrator, who passed 6 awards on 16.01.2023 and 2 awards on 30.01.2023.
Fulletron Finance Ltd. also unilaterally appointed another sole arbitrator, who passed 2 awards on 20.01.2023 .
Fulletron Finance Ltd. also unilaterally appointed another sole arbitrator, who passed 2 awards on 30.07.2021.
Fulletron Finance Ltd. also unilaterally appointed another sole arbitrator, who passed 2 awards on 20.10.2022.
 8. Mahindra Rural Housing Finance Ltd. unilaterally appointed a sole arbitrator, who passed 7 awards on 20.10.2022 against different respondents.
 9. HDFC Bank Ltd. unilaterally appointed a sole arbitrator, who passed 2 awards on 28.05.2022.
 10. Baid Leasing and Finance Company Ltd. unilaterally appoint a sole arbitrator who passed 3 awards on 01.10.2021 and 2 awards on 08.12.2021.
18. These are few of the examples and that too from very short pool of only 212 applications. The situation is bad if we consider the fact that all the arbitrator singularly passed hundreds of the awards in a year for the same financial institution and that finance institution/applicant unilaterally appoint the same arbitrator. These applicants, infact made a mockery of justice and particulary of arbitration proceedings. They by their act and conduct frustrate the object of the Act, 1996. The Act, 1996 was amended on 23.10.2015 and Section 12(5) was inserted and dispite several authoritative pronouncement by Hon'ble Supreme Court of India and various High Court, these financial institution/applicant

have acted in total disregard of the law. They are hell bent to violate the law. They are infact exploit their dominate position.

19. The objections of learned counsels of the applicants that, this court cannot go behind the award has no substance. As this question is answered by the Hon'ble Calcutta High Court in "Cholamandalam (Supra)", Hon'ble Himachal High Court in 'Prem Lal (Supra)' and by the Division Bench in 'Kotak Mahindra (Supra)'.
20. The other submissions of waiver as provided under section 4 of the Act and the provisions of section 7 of the Act, these are all dealt with by Hon'ble Supreme Court of India in 'TRF' Supra, Bharat Broadband (Supra), Perkins (Supra). Further, Hon'ble Delhi High Court in Man Industries (India) Ltd. Vs IOCL, OMP (Comm.) 252/2018 held that even participation by the borrower in such arbitral proceeding, where the sole arbitrator was appointed unilaterally, the waiver as provided under section 4 and 7 of the Act, 1996 did not apply.
21. Learned Counsel Shri Anil Gupta also submitted that court cannot take recourse to section 47 CPC and if court want to proceed under section 47 CPC, the court had to frame issue and take evidence. The argument of framing of issue under section 47 CPC is also devoid of any merit as no issue which is likely to be framed has been suggested by any of the counsels. Most importantly, the question of framing issue does not arise at all after the Hon'ble Supreme Court of India, relying upon Section 12(5) of the Act, 1996 declare the award passed by unilaterally appointed arbitrator as non-est. The learned counsel also submitted that in one case receiver has been appointed by court and pray that application be separated from other application. The submission of the learned counsel is also not tenable as the award in question was passed by a unilateral appointed arbitrator and so his ineligibility goes to the root of the matter and the award passed by him is non-est.
22. The argument of the learned counsel of the applicant that this court in execution cannot go into the legality of the award after passing of three months as provided under section 34(3) of the Act, 1996, as these awards attain finality. It must be stated here that the executing court certainly go into the question of executability or non-executability of the award. An award is not final in this regard. An award has to pass the rigour of executability then only it is to be enforced. Here, as already stated above these awards were passed by the arbitrator who were de jure ineligible and so are non-est in eyes of law and non executable.
23. So, looking into the position of law, as explained by Hon'ble Supreme Court and various Hon'ble High Courts, the issue framed at the outset is decided against the applicants and the award in all the above applications are declared as non-executable. Hence the above applications are dismissed.

ORDER

24. As per the law laid down by Hon'ble Supreme Court of India and Hon'ble High Courts, as discussed above, the above awards passed by the arbitrator appointed unilaterally by the applicant are non-executable. Hence, the above applications are dismissed.

(Dinesh Tyagi)
Judge,
Commercial Court No. 01,
Jaipur Metropolitan-II.

25. The order is signed, sealed and pronounced in open Court, on this day of September 02, 2023.

(Dinesh Tyagi)
Judge,
Commercial Court No. 01,
Jaipur Metropolitan-II.