



**HIGH COURT OF JUDICATURE AT ALLAHABAD  
LUCKNOW**

**WRIT - C No. - 10414 of 2025**

Mahakaleshwar Infratech Pvt. Ltd. Thru.  
Authorized Signatory Amit Singh

.....Petitioner(s)

Versus

Yes Bank Ltd. Thru. Branch Manager  
Hazratganj Lko. And 2 Others

.....Respondent(s)

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Counsel for Petitioner(s) : Avinash Singh Vishen, Shishir Raj  
Counsel for Respondent(s) :

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**Court No. - 3**

**HON'BLE SHEKHAR B. SARAF, J.  
HON'BLE PRASHANT KUMAR, J.**

1. Heard learned counsel appearing on behalf of the parties.
2. This is a writ petition under Article 226 of the Constitution of India, wherein the writ petitioner has sought for the following substantial reliefs:-

"i. CERTIORARI, quashing the entire proceedings of the Arbitration Case No. YBL/L42/24291/2025 passed by the Respondent No. 3 pending at Respondent No. 2 institution as contained in ANNEXURE NO. P1 (COLLY) of the Writ Petition.

ii. MANDAMUS commanding the Respondent No. 1 to release the Truck bearing No. UP35BT3007 to the petitioner company.

iii. MANDAMUS commanding the Respondent No. 1 to consider the restructuring request raised by the petitioner, in accordance with law.

iv. Appropriate Writ barring the Respondent No. 2 and its directors/office bearers from conducting any Arbitration Proceedings for such time as this Hon'ble Court may deem fit and proper.

v. Appropriate Writ barring the Respondent No. 3 to act as an Arbitrator in any Arbitration Proceedings for such time as this Hon'ble Court may deem fit and proper."

3. Sri Avinash Singh Vishen, learned counsel appearing on behalf of the petitioner, submits that the respondent No.1/ Yes Bank Ltd. has initiated arbitration proceedings unilaterally without obtaining the consent of the petitioner. He further submits that an interim order has been passed by the respondent No.2, Jupiter Council for Arbitration and Mediation, which appears to be acting as a self-appointed arbitration council. By way of this interim order, orders were passed for seizing the vehicle of the petitioner that has subsequently been seized. He also submits that despite having paid the entire dues, this arbitration proceeding was initiated unilaterally and is, therefore, void *ab initio*, as it violates the principles established by the Supreme Court in the judgments of **TRF Limited v. Energo Engineering Projects Limited** reported in **(2017) 8 SCC 377** and **Perkins Eastman Architects DPC and Another v. HSCC (India) Limited** reported in **(2020) 20 SCC 760**.

4. Upon examination of the facts, we are of the view that a proceeding that has been initiated unilaterally by one party is void *ab initio* as held by the Supreme Court and any order passed by such a Tribunal is non est in law.

5. In light of the same, the entire proceedings under the said arbitration are stayed till further orders.

6. The respondent No.1, being Yes Bank Ltd., is directed to maintain status quo with regard to the truck of the petitioner that has been seized and no third-party rights should be created in the meantime.

7. Issue notice to the respondents No.1, 2 and 3.

8. Steps be taken within a week.

9. In addition to the above, office is directed to provide Dasti notice to the learned counsel appearing on behalf of the petitioner for service of notice upon the respondents No.1, 2 and 3.

**10. List this matter on December 2, 2025 in the list of fresh cases.**

**November 10, 2025**

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**(Prashant Kumar,J.) (Shekhar B. Saraf,J.)**