

IN THE HIGH COURT OF BOMBAY AT GOA
APPLN. FOR APPOINTMENT OF ARBITRATOR
NO.12 OF 2017

Ferromar Shipping Pt. Ltd. Applicant.
Versus
Prince Marine Transport
Services Ltd. Respondent.

Ms. Melanie Jennifer Fernandes, Advocate for the Applicant.

Ms. Neha Kholkar, Advocate for the respondent.

Coram : N.M. Jamdar, J.

Date : 17 November 2017.

P.C.:

Heard Ms. M.J. Fernandes, learned Counsel for the Applicant and Ms. Neha Kholkar, learned Counsel for the Respondent.

2. The parties had entered into an agreement dated 23 October 2015 which contains an arbitration clause, as under :

“Any disputes arising by virtue of this contract or any difference of opinion between the parties hereto concerning their rights and obligations under the contract which can not be mutually settled shall be resolved by arbitration as per Indian Arbitration Act. This agreement is subject to the jurisdiction of High

Court in Goa and for all legal purposes, this agreement shall be deemed to be entered in Goa and subject to Indian territorial jurisdiction.”

3. Notice was issued in this application. The learned Counsel had appeared on the earlier date and sought time to take instructions. The learned Counsel for the parties state that Mr. Devidas Pangam, Advocate be appointed as an arbitrator.

4. Accordingly, Mr. Devidas Pangam, Advocate having his Office at Panaji, Goa is appointed as an arbitrator to arbitrate upon the dispute raised in the arbitration application arising out of the agreement dated 23 October 2015. The application is disposed of.

N.M. Jamdar, J.