

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO.53 OF 2017**

M/s. Great Eastern Shipping Co. Ltd.Applicants

Vs.

M/s. Ennore Coke LimitedRespondents

Ms. Parvathy Kottol i/b. Bose and Mitra and Co. for applicants.
None for respondents.

CORAM : K.R.SHRIRAM, J.

DATE : 4th JULY, 2017

P.C.:

1 Ms. Kottol, counsel for applicants states that respondents have been served a copy of the petition some time in April, 2017 and undertakes to file affidavit of service within one week from today. Undertaking accepted.

2 The dispute relates to a Charterparty dated 26th November, 2014 entered into between applicants and respondents for charter of vessel M V Jag Rishi from 1 safe berth 1 safe port Paradip, India to ½ safe berth 1 safe port Haldia, East Coast India where charterers guaranteed minimum 6.9 meters draft. The cargo to be carrying was minimum 19,300 meters – maximum 21,500 meters in owners option basis minimum guaranteed draft of 6.9 meters by charterers at Haldia. Applicants are the owners of the vessel. Respondents loaded the cargo on board the vessel and the cargo was discharged at the concerned discharge Port. Certain disputes arose

between the parties and it is the case of applicants that respondents has to pay a sum of USD 39949.23 together with interest. Clause 69 of the Charterparty provides as under :

“Clause 69 – Arbitration clause

Arbitration to be held in India, Indian Law to apply.

All disputes arising under or connected with this charter shall be settled in India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any further amendments thereof. Each party shall appoint one Arbitrator and the two appointed Arbitrators shall appoint third Arbitrator who shall act as the presiding Arbitrator. The majority decision of the Arbitral Tribunal so appointed shall be final and binding upon both parties hereto. The Arbitrators shall be commercial men and chosen from the list of Arbitrators of the ICA maritime panel. The place and/or seat of arbitration shall be Mumbai and the language of the Arbitrator shall be the English language. For the purpose of the court as referred to in the Arbitration and Conciliation Act 1996, the High Court of Bombay at Mumbai shall have exclusive, sole and absolute jurisdiction.”

3 Nobody has entered appearance for respondents and today nobody is also present for respondents. No reply also has been filed by respondents though served. Applicants have appointed Capt. Vinod K. Gupta on 12th September, 2016 as Arbitrator and gave notice to respondents to appoint their Arbitrator. Respondents did not even reply let alone appointing an Arbitrator.

4 On behalf of respondents, Capt. Dinesh Gautama, Surveyor and Loss Assessor, having his address at 501-A, Carnation Building, Off Yari Road, Versova, Mumbai – 400 061 (Mob No.09892300480, 022-22024110, 26325390) is appointed as Arbitrator to decide on all issues between the

parties arising out of or relating to or connected with the Charterparty dated 26th November, 2014.

5 Application accordingly stands disposed.

6 Registry to forward a copy of this order to respondents and Arbitrator. Petitioners are also at liberty to forward a copy of this order to respondents as well as the learned Arbitrator.

(K.R. SHRIRAM, J.)