

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
IN IT'S COMMERCIAL DIVISION
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION (L) NO. 859 OF 2018

Arya Ship Charterers Pvt. Ltd. ...Petitioner

Versus

Resolve Salvage & Fire (Americas), Inc. ...Respondent

Mr. Bimal Rajasekhar a/w Ridhi Nyati and Shwetha Sadananda for the Petitioner

Ms. S. Priya for the Respondent

CORAM: S. J. KATHAWALLA, J.

DATE: 2ND AUGUST, 2018

P.C.

1. The Petitioner has, by an email dated 31st July, 2018, requested the Respondent to extend the caretaking services being provided to their vessel m.v. Nu Shi Nalini for a further period of 7 days. The Petitioner has since then requested the Respondent to extend the care taking services until 10th August, 2018.

2. Without prejudice to both parties' rights and contentions, as a *pro tem* arrangement, the following Order is passed.

a. The Respondent agrees to, and shall, render care taking services to the m. v. Nu Shi Nalini by continuing to deploy the tug, tow, Master and supply to the Tug for a period until 2359 hours on 10th August, 2018, only, and no further, at the day rate of USD 9500/- (all inclusive)

b. It is clarified that the day rate of USD 9,500 /- is applicable only for the period extending from 0000 hours on 2nd August 2018 to 2359 hours on 10th August 2018.

c. All the rights, contentions, defences of respective parties remain reserved in the Arbitration commenced between them in London under the LOF Contract dated 13th June, 2018, in accordance with the Lloyds Standard Salvage Arbitration Clauses and the (English) Arbitration Act, 1996. Submission to this Order by parties will not be construed to be a waiver by either party, of rights / defences available to them.

d. In view of the above, the Petitioner agrees and undertakes not to move any further application against the Respondent, for reliefs similar to those prayed for in the present Petition, in respect of the subject contract, in this Hon'ble Court or any other Court of competent jurisdiction in India until 10th August, 2018. The Respondent also agrees and undertakes not to move the Arbitral Tribunal duly constituted under the LOF contract dated 13th June, 2018, for any reliefs towards security for any payment to be made by the Petitioner to the Respondent in respect of the care taking services provided by the Respondent to the Petitioner as stated herein above.

3. The Petition is disposed of in terms of this order.

4. No order as to Costs.

(S.J. KATHAWALLA, J.).