

IN THE HIGH COURT OF BOMBAY AT GOA
MISC.CIVIL APPLICATION NO. 779 OF 2019
IN
APPEAL UNDER ARBITRATION ACT NO. 8 OF 2019

GOA SHIPYARD LTD., THR. ITS AUT.
OFFICER, KISHORE MANOHAR SAMANT. ... Applicant
Versus
SHOFT SHIPYARD PVT. LTD., ... Respondent

WITH
MISC.CIVIL APPLICATION NO. 780 OF 2019
IN
APPEAL UNDER ARBITRATION ACT NO. 9 OF 2019

GOA SHIPYARD LTD., THR. ITS AUT.
OFFICER, KISHORE MANOHAR SAMANT. ... Applicant
Versus
SHOFT SHIPYARD PVT. LTD., ... Respondent

WITH
MISC.CIVIL APPLICATION NO. 781 OF 2019
IN
APPEAL UNDER ARBITRATION ACT NO. 10 OF 2019

GOA SHIPYARD LTD., THR. ITS AUT.
OFFICER, KISHORE MANOHAR SAMANT. ... Applicant
Versus
SHOFT SHIPYARD PVT. LTD., ... Respondent

WITH
MISC.CIVIL APPLICATION NO. 782 OF 2019
IN
APPEAL UNDER ARBITRATION ACT NO. 11 OF 2019

GOA SHIPYARD LTD., THR. ITS AUT.
OFFICER, KISHORE MANOHAR SAMANT. ... Applicant

Versus

SHOFT SHIPYARD PVT. LTD., ... Respondent

WITH
MISC.CIVIL APPLICATION NO. 783 OF 2019
IN
APPEAL UNDER ARBITRATION ACT NO. 12 OF 2019

GOA SHIPYARD LTD., THR. ITS AUT.
OFFICER, KISHORE MANOHAR SAMANT. ... Applicant

Versus

SHOFT SHIPYARD PVT. LTD., ... Respondent

Mr. Soli Cooper, Senior Advocate with Mr. S. Das and Mr. Pavithran A.V., Advocates for the Applicant.

Mr. Nikhil Pai and Mr. R. Shirodkar, Advocates for the Respondent.

**Coram:- M. S. SONAK &
NUTAN D. SARDESSAI, JJ.**

Date:- 19th August, 2019

P.C.

Heard Mr. Cooper, learned Senior Advocate alongwith Mr. S. Das for the Applicant and Mr. Nikhil Pai, learned counsel for the Respondent.

2. In all these Misc. Civil Applications, the Applicant seeks variation in the order dated 26th June, 2019, by which the Applicants were granted interim relief subject to deposit of entire awarded amount

within a period of eight weeks.

3. Mr. Cooper points out that the Applicant is Government company functioning through the Ministry of Defence. He submits that the Applicant is willing to deposit the principal amount but seeks variation in so far as the amount of interest and costs is concerned. He submits that in order to secure the amount of interest and costs, the Applicant will furnish a bank guarantee of a Nationalized bank. He submits that it is in the interest of justice that such variation be ordered because otherwise the amounts of the Applicant will languish in this Court without corresponding the benefit to the Respondent.

4. Mr. Nikhil Pai, learned counsel for the Respondent submits that the Respondent had proposed to seek withdrawal of the amounts once the same were deposited in this Court. He submits that the Respondent have been agitating this matter since 2009 and therefore, the Respondent should be permitted to withdraw the amounts once they are deposited by the Applicant.

5. According to us, the request made by the Applicant, in the peculiar facts and circumstances of the present case, is quite reasonable. The Applicant have no difficulty in depositing the principal amount and further, they seek to secure the amount of interest and costs by furnishing a bank guarantee of a Nationalized bank which will no

doubt have to be kept alive until the disposal of the appeal.

6. In so far as the Respondents are concerned, they can always apply for withdrawal of principal amount and such application can then be considered on its own merits and in accordance with law.

7. Accordingly, we modify the order dated 26th June, 2019 and direct the Applicant as a precondition of operation of the interim relief to deposit the principal sum referred to not only on the award made by the Arbitrator but as modified by the District Court, if at all such modification has been ordered. This deposit will have to be made within four weeks from today.

8. In so far as the amounts towards the interest and costs are concerned, the Applicants are permitted to give a bank guarantee of a Nationalized bank in order to secure this amount not only in terms of the award of the Arbitrator but also as modified by the District Court. Such bank guarantee will also have to be furnished within four weeks from today.

9. Besides, we grant liberty to the Respondent to take out appropriate application for withdrawal of amounts, which may be deposited by the Applicant herein. Such application will be considered on its own merits and in accordance with law.

10. We clarify that in case there is any failure to deposit the amount in terms of this order or to furnish the bank guarantee, then, the interim order made by us on 26th June, 2019 will stand vacated without any further reference to this Court. Therefore, if the Applicant wishes to avail the benefits of interim order dated 26th June, 2019, then, it is imperative that the Applicants should adhere to the timeline set out in this order.

11. The Misc. Civil Applications are disposed of in the aforesaid terms. There shall be no order as to costs.

12. All concerned to act on the basis of the authenticated copy of this order.

NUTAN D. SARDESSAI, J.

M. S. SONAK, J.

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