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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
INERIM APPLICATION NO. 1 OF 2020
IN
COMM ARBITRATION PETITION (L) NO. 31 OF 2020**

VM Marine International Limited

...Applicant/
Orig Petitioner

Versus

Valentine Maritime Limited & Ors

...Respondents

Mr Prashant Pratap, Senior Advocate, with Mr Kumar Abhishek Singh, Ms J Agrawal, Mr Shubham Agrahari, Mr Sujit Lahoti and Mr Nishaan Shetty, i/b Anoma Law Group, for the Petitioner-Applicant.

**CORAM: G.S. PATEL, J.
DATED: 7th January 2020**

PC:-

1. Mentioned. Not on board. Taken on board.
2. The application by Mr Pratap, learned Senior Advocate, is for a ex-parte ad-interim injunction citing urgency. The reason for moving without notice is set out in the Petition in paragraphs 12 and 13. I am prepared to grant a time limited injunction subject to the

provisions of Order 39 Rule 1 read with Order 39 Rule 3 of the Code of Civil Procedure 1908 (“CPC”). I am satisfied that the delay involved in giving notice will defeat the purpose of injunction.

3. The 2nd Respondent is a Mumbai-based agent of the 1st Respondent, a UAE-based company. The Applicant/Petitioner is foreign company. It obtained two foreign awards dated 31st January 2018 and 27th September 2018 against the 1st Respondent. The relief sought in this Interim Application is in respect of a vessel DLB 1600 presently at Mumbai Port. This is a vessel owned by the 1st Respondent. The 3rd Respondent to the Petition is Mumbai Port Trust constituted under the Major Port Trusts Act 1963.

4. According to the Petitioner this vessel a derrick-laying barge, is the only asset of the 1st Respondent within the jurisdiction of the Court (according to the information of the Petitioner has so far). The vessel arrived at Mumbai Port anchorage on 6th January 2020, i.e. yesterday. The apprehension expressed is that with a view to defeat any order that may be passed, the 1st Respondent may remove, transfer, encumber or alienate the vessel or dispose of it.

5. The final arbitration award is of 31st January 2018. The second award is of 27th September 2018 and is an award of interest and costs. Both awards were foreign awards passed in arbitration proceeding held in London in an arbitration governed by English Law. The 1st Respondent never challenged either of these awards. It has not also honoured the amounts due by it under either of these two awards.

6. The Petitioner has filed a substantive Commercial Arbitration Petition (L) No. 31 of 2020 seeking enforcement and execution of these two foreign awards and appropriate interim measures.

7. The claim in arbitration was for an amount of USD 933,767.00 for unpaid hire, disbursement and contractual interest under a Charterparty dated 28th July 2015 and three subsequent addenda dated 28th February 2016, 18th April 2016 and 8th May 2016. The Petitioner invoked arbitration. The seat of the arbitration was London and as I have noted it is under English Law. The arbitration tribunal was a sole arbitrator. The aggregate amount awarded to the Petitioner under the two awards is USD 1,331,748.81 inclusive of interest until the date of filing plus further interest at 15% per annum from the date of filing of the Petition and for costs. The 1st Respondent has paid nothing.

8. It is in these circumstances that the Petitioner seeks a restraint against the 1st Respondent from allowing the barge in question, vessel DLB 1600 bearing IMO No. 9681651 to sail out or be removed from Mumbai Port or the territorial jurisdiction of this Court and for an injunction against the 1st Respondent from transferring, alienating, encumbering, or disposing of the vessel.

9. The second prayer is against the 3rd Respondent, the Mumbai Port Trust not to grant port clearance to the vessel to sail from Mumbai port.

10. The third relief is to restrain the Indian agent, the 2nd Respondent, from applying for the removal or apply to the 3rd Respondent for permission for removal for sailing the vessel from Mumbai port.

11. Being satisfied that there is a sufficient prima facie case made out that the balance of convenience is with the Petitioner and irretrievable prejudice will be caused to the Petitioner if reliefs are not granted, I will grant an ad-interim injunctions in terms of prayer clauses (a), (b) and (c) which reads as follows:

(a) This Hon'ble Court be pleased to pass an appropriate Order and/or injunction and/or direction restraining Respondent No.1 from sailing out and/or removing the Vessel 'DLB 1600' bearing IMO No. 9681651 from Mumbai Port and/or the territorial jurisdiction of this Hon'ble Court and/or transferring and/or alienating and/or encumbering and/or disposing off the said vessel and/or to secure the amounts payable under the arbitral awards;

(b) This Hon'ble Court be pleased to order and direct Respondent No.3 not to grant port clearance to the vessel DLB 1600 to sail out of Mumbai port;

(c) This Hon'ble Court be pleased to order and direct Respondent No.2 not to apply for and/or facilitate in any manner the removal or sailing of the vessel DLB 1600 from Mumbai Port."

12. This order will continue until 24th January 2020. List the matter on 22nd January 2020.

13. This order will be uploaded in the course of the afternoon.

14. The Petitioner will serve a copy of notice of the Petition and Interim Application accompanied by an ordinary copy of this order on Respondents Nos. 2 and 3 both of whom are in Mumbai by Friday, 10th January 2020. As regards the 1st Respondent, which is based in Abu Dhabi, UAE, leave to serve Petition, Interim Application and an ordinary copy of this order through a reputed courier with acknowledgement of delivery. This service on the 1st Respondent is to be effected on or before 17th January 2020. In addition, liberty to serve all three Respondents by e-mail.

15. All contentions are left open.

16. Liberty to the Respondents to apply for variation, modification or recall of this order after giving notice of at least 48 hours.

(G. S. PATEL, J)