

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**INTERIM APPLICATION NO.11893 OF 2024
IN
ARBITRATION APPEAL NO.40 OF 2024**

Shoft Shipyard Pvt. Ltd.	.. Applicant
IN THE MATTER OF:	
Goa Shipyard Ltd.	..Appellant
Vs.	
Shoft Shipyard Pvt. Ltd.	.. Respondent

...

Ms. Ridhi Nyati i/by Ashwin Shanker, Mr. Santosh Koli, Advocates for the appellant.

Mr. S. Das (through VC) with Adv. Annie Mittal, Adv. Rutu Pawar i/by Adv. Pragnya Legal, Advocates for the respondent-Goa Shipyard Ltd.

...
**CORAM : A.S. CHANDURKAR &
RAJESH S. PATIL, JJ**

DATE : 21st OCTOBER, 2024.

P.C. :

1. In the reply filed on behalf of the respondent no.1, there is no objection raised with the grant of relief vide para 19(1) of the interim application. In that view of the matter, the interim application is allowed in terms of prayer Clause (i) which reads as under:-

“Return of the counter security namely, Bank Guarantee No. 1000IFIBG200002 dated 5.02.2020 for a sum of INR 67,26,364 and Corporate Undertaking dated 6.02.2020

furnished by the Applicant / Shoft as a condition precedent for the withdrawal of a sum of INR 1,34,52,727 deposited by the GSL, pending the disposal of the underlying Section 37 Appeal. On the date of such return of counter security, the sum of INR 1,34,52,727 to be deemed adjusted in part satisfaction of the Arbitral Award dated 29.09.2017”

The said prayer relates to return of the counter security furnished by the applicant.

2. The Registry at the High Court of Bombay at Goa to take necessary steps. The amount of interest lying in deposit in consonance with prayer Clause (II) of the interim application be indicated by the Registry.
3. List on 26/11/2024 along with Interim Application (L) nos.27218/2024, 27645/2024, 27272/2024, 27219/2024 and 27217/2024.
4. Parties to act on authenticated copy of this order.

[RAJESH S. PATIL, J.]

[A.S. CHANDURKAR, J.]