

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

INTERIM APPLICATION (L) NO. 25997 OF 2024

IN

COMMERCIAL ARBITRATION PETITION (L) NO. 307 OF 2023

Vero Moda Private Limited ...Applicants

IN THE MATTER BETWEEN

Vero Moda Private Limited ...Petitioner

Versus

Kuehne + Nagel Private Limited ...Respondent

AND

INTERIM APPLICATION (L) NO. 26030 OF 2024

IN

COMMERCIAL ARBITRATION PETITION (L) NO. 16637 OF 2023

Best United India Comforts Private Limited ...Applicants

IN THE MATTER BETWEEN

Best United India Comforts Private Limited ...Petitioner

Versus

Kuehne + Nagel Private Limited ...Respondent

AND

INTERIM APPLICATION (L) NO. 26035 OF 2024

IN

COMMERCIAL ARBITRATION PETITION NO. 179 OF 2024

Only Retail Private Limited ...Applicant

IN THE MATTER BETWEEN

Only Retail Private Limited ...Petitioner

Versus

Kuehne + Nagel Private Limited ...Respondent

Ms. Pranita Saboo, *i/b DSK Legal, for the Applicants/Petitioners*

Ms. Divya V. Parab, *i/b Satishkumar Soni, for the Respondents.*

CORAM: **ARIF S. DOCTOR, J**

DATED: **22nd August 2024**

PC:-

1. By an order dated 28th June 2023, this Court had directed the Petitioner to furnish the Bank Guarantee of Rs. 10 Lakhs in each Arbitration Petition, which shall be kept alive for a period of one year from its presentation before the Prothonotary & Senior Master.

2. Learned Counsel appearing on behalf of the Applicants has pointed out that the Petitioner has in due compliance with this order furnished three Bank Guarantees. She further submits that on account of inadvertence the Bank Guarantees could not be renewed and thus the same have been invoked by the Prothonotary & Senior Master vide three separate letters all dated 16th August 2024. I am informed that

the amount under the Bank Guarantees have yet not been paid by the Bank to the Respondent.

3. Learned Counsel today submits that the Petitioner shall in terms of the order dated 28th June 2023 deposit a sum of Rs. 10 Lakhs in each of the captioned Arbitration Petitions with the Prothonotary & Senior Master and, therefore, the Prothonotary & Senior Master be directed to withdraw the letters of invocation. There is no opposition to this application. Hence, in view of the statement made by the Learned Counsel for the Petitioner that the Petitioner shall, within a period of ten days, make payment to the Prothonotary & Senior Master of a sum of Rs. 10 Lakhs in each of the Arbitration Petitions, the Prothonotary & Senior Master is directed to withdraw the three letters of invocation dated 16th August 2024 invoking the Bank Guarantees.

4. The statement made by the Learned Counsel appearing on behalf of the Applicants is accepted as undertaking to the Court.

5. All three Interim Applications are disposed of in the aforesaid terms.

(ARIF S. DOCTOR, J)