

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

COMMERCIAL ARBITRATION APPLICATION NO. 48 OF 2024

Jokhu Marine Works Prop Concern Ramashre ...Applicant
Mishra Sole Proprietor Through Its CA Anand
Ramashre Mishra

Versus

Galleon Shipping Ltd ...Respondent

WITH

COMMERCIAL ARBITRATION PETITION (L) NO. 20095 OF 2024

Ramashre Mishra Sole Prop of Jokhu Marine Works ...Petitioner
Through Its CA Anand Ramashre Mishra

Versus

Galleon Shipping Ltd ...Respondent

SHEPHALI
SANJAY
MORMARE

Digitally signed
by SHEPHALI
SANJAY
MORMARE
Date: 2024.08.14
19:27:40 +0530

Mr Aseem Naphade, with Divya Tyagi, for the Petitioner.
None for the Respondent.

CORAM. ARIF S. DOCTOR, J

DATED: 14th August 2024

PC:-

1. The present Commercial Arbitration Application is filed under Section 14 of the Arbitration and Conciliation Act 1996 seeks the following relief:

“(a) That this Hon'ble Court be pleased to appoint a Sole Arbitrator in view of the Order dated 29 November 2012, to arbitrate the disputes between the ,Petitioner and the Respondent.”

2. Learned Counsel appearing on behalf of the Petitioner points out that the Petitioner by letter dated 20th July 2021 informed of the demise of the Learned Sole Arbitrator. It is in these circumstances that the present Petition has been filed.

3. Learned Counsel appearing on behalf of the Petitioner places reliance upon an Affidavit of Service of today's date proving the service of present Application on the Respondents. Despite this, today none appeared on behalf of the Respondents.

4. Thus, in my view, there is no impediment in proceeding with the hearing on the present Application.

5. After having heard the Learned Counsel appearing on behalf of the Petitioner as also perusing the record and the letter addressed to the Learned Counsel for the parties by the daughter of the Learned Sole Arbitrator, who has since passed away, I find that sufficient cause has been made out to allow the present application in terms of prayer clause (a), reproduced above.

6. Hence, I appoint Mr Dormaan Dalal, Advocate to act as the Sole Arbitrator in the matter on the following Terms and Conditions.

TERMS OF APPOINTMENT

- (a) **Appointment of Arbitrator:** Mr Dormaan Dalal, Advocate, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties.
- (b) **Communication to Arbitrator of this order:**
- (i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates for the Applicant within one week from the date this order is uploaded.
- (ii) The Advocates for the Applicant will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses.

Arbitrator **Mr Dormaan Dalal, Advocate**

Address 207, Bluemoon Chambers,
Behind Beaumon Chamers,
25, Nagindas Master Road,
(Tata Motors Lne), Near
Welcome Restaurant, Fort,
Mumbai 400 001

Office +91-22-49781069

Mobile +91-95038 10380

Email dormaandalal@gmail.com

- (c) **Disclosure:** The learned Sole Arbitrator is requested to forward, in hard copy or soft copy (or both), the necessary statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration Act to Advocates for the parties as soon as possible. The Advocates for the Petitioners will arrange to file the original statement in the Registry. If the statement is forwarded in soft copy, a print out of the covering email is also to be filed in the registry.
- (d) **Appearance before the Arbitrator:** Parties will appear before the learned Sole Arbitrator on such date and at such place as the learned Sole Arbitrator nominates to obtain appropriate directions in regard to fixing a schedule for completing pleadings, etc.
- (e) **Contact/communication information of the parties.** Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator. The information is to include functional email addresses and mobile numbers.
- (f) **Interim Application/s.**
 - (i) Liberty to the parties to make an interim application or interim applications including (but not limited to) interim applications under Section 17 of the Arbitration & Conciliation Act, 1996 before the learned Sole Arbitrator. Any such application will be decided in such

manner and within such time as the learned Sole Arbitrator deems fit.

- (ii) The present Petition under Section 9 of the Arbitration Act will be treated, heard, and disposed of as an application under Section 17 of the Act. All affidavits filed in the Section 9 petition will be treated as affidavits filed in the Section 17 application. Liberty to apply to the learned Sole Arbitrator for leave to file further affidavits.
- (iii) The learned Sole Arbitrator is requested to dispose of all interim applications at the earliest.
- (g) **Fees.** The arbitral tribunal's fees shall be governed by the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.
- (h) **Sharing of costs and fees.** Parties agree that all arbitral costs and the fees of the arbitrator will be borne by the two sides in equal shares in the first instance.
- (i) **Consent to an extension if thought necessary.** Parties immediately consent to a further extension of up to six months to complete the arbitration should the learned Sole Arbitrator find it necessary.
- (j) **Venue and seat of arbitration.** Parties agree that the venue and seat of the arbitration will be in Mumbai.

7. The Petition and the Application are both disposed of in these terms. No costs.

(ARIF S. DOCTOR, J)