



IN THE HIGH COURT OF BOMBAY AT GOA
APPLICATION FOR APPOINTMENT OF ARBITRATOR
NO. 15 OF 2025

SHRADHA SHIPPING COMPANY SHIPPING
PVT. LTD., a Company registered under the
Companies Act, 2013, having its office at SF-3,
2nd Floor, Chase International Building, Fr. Jose
Vaz Road, Vasco da Gama, Goa -403 802,
represented herein by its Managing Director Mr.
CHANDRAKANT GAWAS, son of Mr. Krishna
Gawas, Indian National, aged about 66 years, SF-
3, 2nd Floor, Chase International Building, Fr.
Jose Vaz Road, Vasco da Gama, Goa - 403 802

... Applicant

Versus

MR. RAVINDRA NAIDU,

Sole proprietor M/S S. A. Shipping, Indian
National, major in age, having his office at
Suvidha Complex, near Tilak Commercial
Complex, Vasco da Gama, Goa -403 802

... Respondent

Mr. Bhargav Khandeparkar, Advocate for the Applicant.
Mr. Prasad Kholkar, Advocate for the Respondent.

CORAM: VALMIKI MENEZES, J.

DATED: 24th SEPTEMBER, 2025.

P. C. :

1. The above Application is filed under Section 15(2) read with Section 11 of the Arbitration and Conciliation Act, 1996 (for short

“**the Arbitration Act**”) seeking appointment of a substitute Arbitrator due to termination of mandate of Arbitrator on withdrawal from office in terms of Section 15(1)(a).

2. The Applicant had filed an application bearing number AAR/10/2023 before this Court for Appointment of an Arbitrator, to refer a dispute arising between the parties out of two ‘Agreements for Transportation of Imported Cargo through Inland Waterways’ dated 19.10.2019 and 22.10.2019, in accordance with the Arbitral Clause at Clause 15 of the Agreement for Transportation. Vide order of this Court dated 08.02.2024, Shri. Justice N. A. Britto, retired Judge of the Bombay High Court, was appointed as the Sole Arbitrator.

3. The Application states that the parties appeared before the Sole Arbitrator and had completed their pleadings, evidence was recorded and final arguments were completed, when the Sole Arbitrator withdrew from office and communicated the same vide a letter on 05.03.2025, by which, the mandate of the Arbitrator stood terminated in terms of Section 15(1)(a) of the Arbitration Act, which now necessitates the Appointment of a Substitute Arbitrator as per Section 15(2).

4. Learned Advocate for the Respondent, Mr. Prasad Kholkar on instructions, states that the Respondent consents to continue the arbitration and the arbitral proceedings. The parties have consented to

appointment of Mr. R.G Ramani, Senior Advocate as the Sole arbitrator to decide upon the disputes.

5. In these circumstances, the following order is passed:

- (A) Mr. R.G Ramani , Senior Advocate, is appointed as the substitute Arbitrator to decide upon the disputes and differences between the Applicant and the Respondent arising out of and/or in connection with and/or in relation to Agreements for Transportation of Imported Cargo through Inland Waterways' dated 19.10.2019 and 22.10.2019. The parties agree that the arbitral proceedings shall continue from the stage as may be determined by the appointed Arbitrator, within a period of 12 months which shall commence from the date of receipt of this order by the Arbitrator.
- (B) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocate for the Applicant within a period of one week from today.
- (C) The learned Sole Arbitrator is requested to forward his Statement of Disclosure under Section 11 (8) read with Section 12 (1) of the Arbitration Act to the Advocate for the Applicant so as to enable him to file the same in the Registry of this Court. The Registry of this Court shall retain the said Statement on the file of this Application and a copy of the

same shall be furnished by the Advocates for the Applicant to the Advocates for the Respondent.

- (D) The parties shall appear before the learned Sole Arbitrator on such date and at such place as he nominates to obtain appropriate directions with regard to fixing a schedule. The learned Sole Arbitrator shall give all further directions with reference to the arbitration and also as to how it is to proceed.
- (E) The parties agree and consent that the Arbitral proceedings shall twelve months continue and be concluded within from the date of receipt of this order by the Arbitrator and it is further agreed by the parties that the extension granted to the initial proceeding shall be deemed to be within the aforesaid time period.
- (F) Contact and communication particulars shall be provided by both sides to the learned Sole Arbitrator within a period of one week from today. This information shall include a valid and functional email address as well as the mobile numbers of the respective Advocates.
- (G) The parties have agreed that the seat of the arbitration will be in Goa, and the venue shall be as per the directions of the arbitrator. Needless to state that under section 15(3) of the

Arbitration Act, the Arbitrator is always at liberty to repeat any hearings previously held.

6. The Application is disposed of in the aforesaid terms. There shall be no order as to costs.

7. This order will be digitally signed by the Private Secretary/Personal Assistant of this Court. All concerned will act on production by email of a digitally signed copy of this order.

VALMIKI MENEZES, J.