

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

ARBITRATION APPLICATION NO.241 OF 2025

Rakesh Khatri	.. Applicant
Vs.	
Marine Engineering Diving Services FZC	.. Respondent

Mr. Abhijeet Joshi, i/by Mr. Abhinav Tewari, Advocates for the Applicant.

None for the Respondent.

CORAM : GAUTAM A. ANKHAD, J.

DATE : 30TH SEPTEMBER 2025.

P.C. :

1. This Arbitration Application is filed under section 11 of the Arbitration and Conciliation Act, 1996 ("the Act") seeking appointment of an Arbitrator for resolving their disputes under the Seafarers Employment Agreement executed by the Applicant and the Respondent through its Project Office at Navi Mumbai. The arbitration agreement is at Clause 12 on page 29 of the Arbitration Application.

2. Mr. Abhijeet Joshi, the learned counsel for the Applicant submits that Arbitration Application No.136 of 2021 comprising of twelve applicants was filed invoking arbitration and raising all claims of several applicants in one matter. The said Arbitration Application was withdrawn on 18th July 2024 with liberty to file twelve individual applications after duly invoking arbitration. It is pursuant to the said liberty that the present Arbitration Application is filed. Mr. Joshi further submits that arbitration has been invoked by the Applicant's Advocate on 24th December 2024, which letter is at page 32 of the Arbitration Application. There is

no reply to the invocation notice. This Arbitration Application has been served on the Respondent. An affidavit-of-service dated 15th July 2025 has been filed by the Applicant proving the service of the present Arbitration Application at the Respondent at its Project Office which is also the address mentioned in the Seafarers Employment Agreement.

3. I have perused the paper-book. The Respondent has been duly served. There is no denial to the notice invoking arbitration dated 24th December 2024. There is no reply to this Arbitration Application as well. The existence of the arbitration agreement is not in dispute. I find that there is an arbitration agreement in existence for adjudication of disputes that arise under the Seafarers Employment Agreement. It is settled law as held by the Hon'ble Supreme Court in *Interplay between Arbitration Agreements under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899, in Re* (2024) 6 SCC 1 and followed in subsequent judgment in the case of *SBI General Insurance Company Vs. Krish Spinning*, (2025) 3 SCC (Civ) 567 that the Section 11 Court ought not to venture beyond examining the existence of an arbitration agreement.

4. Being satisfied that an arbitration agreement is in existence and that the arbitration has been duly invoked, I refer all disputes and differences between the parties under the above Seafarers Employment Agreement to arbitration by a Sole Arbitrator. Mr. Abhijeet Joshi, the learned counsel for the applicant fairly submits that he is not pressing the argument that the appointment ought to be made by the applicant. In these circumstances, the Arbitration Application No.241 of 2025 is disposed of in the following terms :-

- [A]. Mr. Karan Rukhana, learned Advocate of this Court is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the agreement referred to above. The contact details of Mr. Karan Rukhana, the Sole Arbitrator, are *“Office Address : 302, Mulla House, 51 M.G. Road, Fort, Mumbai-400001, Mobile No.9833398590, E-mail : karanrukhana@gmail.com”*.
- [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 the date on which this order is uploaded on the website of this Court. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this order;
- [C]. The learned Sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the Advocate for the Applicant so as to enable them 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 Arbitration Application and a copy of the same shall be furnished by the Advocate for the Applicant to the Respondents;
- [D]. The parties shall appear before the learned Sole

Arbitrator on such date and at such place as indicated to obtain appropriate directions with regard to conduct of the arbitration including fixing schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional e-mail address along with mobile and landline numbers of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such e-mail addresses shall constitute valid service of correspondence in connection with the arbitration;

[E]. The fees of the learned Sole Arbitrator shall be as per the Fourth Schedule of the Act read with the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018. All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

[F]. All issues on merits are kept open to be agitated before the Tribunal.

[G]. The arbitration shall be held at Mumbai.

5. Arbitration Application No.241 of 2025 is disposed of in the above terms.

[GAUTAM A. ANKHAD, J.]