
IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION APPLICATION NO.55 OF 2025

OCS Services India Private Limited

...Applicant

Versus

Hind Offshore Private Limited

...Respondent

Mr. Prakalathan Bathey *i/b. DMD Advocates, Advocate for Applicant.*

Mr. Zal Andhyarujina, Senior Advocate *a/w. Akanksha Agarwal i/b. Jacob Kadantot, Advocates for Respondent.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : MARCH 13, 2025

PC :

1. This Application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (***“the Act”***), seeking appointment of an arbitrator in connection with disputes and differences that are said to have arisen between the parties under an agreement dated July 27, 2021. The arbitration agreement is contained in Clause 34 (found at Page 26 of the Application). In the interest of brevity, the arbitration agreement is not being extracted here. Suffice it to say that this matter falls within the jurisdiction of this Court.

2. There is no objection from the Respondent in proceeding to arbitration. Learned Counsel for the Respondent submits that Respondent has a counter-claim against the Applicant. However, both parties believe that they are potentially capable of resolving their disputes without having to proceed to arbitration. In these circumstances, this order is given a deferred effect of four weeks i.e. it shall be given effect from April 15, 2025.

3. Prior to the need to proceed to arbitration, the parties agree to attend mediation before Justice S.K. Kathawala (Retd.). The mediation shall be attempted within the aforesaid time period of the deferred effect for this order. The parties have consciously chosen to give mediation a serious effort and to enable them to open up freely with the mediator, they would choose a different individual as arbitrator.

4. The parties also submit that there is yet another application under Section 11 which is yet to be numbered. It is made clear that the parties are free to mediate all the disputes and differences between them, including those covered by the aforesaid application that is yet to be numbered. Needless to say, if the disputes get resolved, there would be no need to consider that Section 11 application as and when it gets numbered. If the dispute does not get resolved, the parties can always

by consent seek arbitration under the same order covering the other disputes as well before the same arbitrator.

5. In these circumstances, the Section 11 Application is ***finally disposed of*** by referring all disputes and differences covered by this proceeding to arbitration by the Learned Sole Arbitrator hereby appointed in the following terms:-

A] Mr. Akil Qureshi, Former Judge 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.

B] A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates 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 parties within a period of two weeks from receipt of a copy of this Order;

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 a schedule for pleadings,

examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration and;

E] 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.

6. Needless to say, nothing contained in this order is an expression of an opinion on merits of the matter or the relative strength of the parties. All issues on merits are expressly kept open to be agitated before the arbitral tribunal appointed hereby.

7. All actions required to be taken pursuant to this order, shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]