

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION PETITION NO. 651 OF 2025

Challenger Ship Trade Limited

....Petitioner

Versus

Jagson International Limited & Anr.

....Respondents

Mr. Siddharth Thacker *a/w. Mr. Jeyhaan Carnac i/b. Mulla & Mulla & Craigie Blunt & Caroe, for Petitioner.*

Mr. Rahul Punjabi *a/w. Ishan Shroff, for Respondent No.1.*

Mr. Nukshinaro *i/b. M.V. Kini & Co., for Respondent No.2.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : DECEMBER 24, 2025

ORDER :

1. Learned Counsel for the parties submit that all disputes and differences between them stand fully and finally settled. Towards this end, they have executed a Draft Consent Terms, a copy of which is tendered in the Court, and is marked "X" for identification, and taken on record.

2. Learned Counsel for the parties submit that there is nothing in this Draft Consent Terms that is contrary in law. Consequently,

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undertakings contained in the Draft Consent Terms are accepted as undertakings given to Court.

3. In the interest of clarity, the terms contained in the Draft Consent Terms are reproduced as under:-

1. The Petitioner has filed the present Petition on 23 May 2025 under Section 9 of the Arbitration and Conciliation Act, 1996 (as amended) inter alia for seeking deposit with this Hon'ble Court, the unpaid bareboat charter hire payable by Respondent No.2 to Respondent No.1 under Agreement No.MR/DS/MM (CH)/5 JU/RIGS/2023/P46IC23005/9010037321 dated 23 December 2023 ("the Contract") for charter hire of the mobile offshore jack-up drilling unit, 'Sea Challenger'.

2. Counsel for both parties have informed the Court that the parties have decided to amicably settle their disputes, out of Court including the present Petition.

3. The Parties hereto agree that they have no claims, disputes and differences against each other anymore in respect of the subject matter of the Petition. The passing of this order puts an end to both parties claims, disputes and differences that are a subject matter or that arise or may arise from the subject matter of the Contract.

4. Considering the above, it is hereby ordered that the present Petition and any Interim Application/s pending therein are accordingly disposed of as withdrawn with no order as to costs."

4. In these circumstances, this Petition is ***finally disposed of*** in terms of the Draft Consent Terms extracted above and accepted by this Court. Decree may be drawn up in these terms.

5. 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.]