

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

COMMERCIAL ARBITRATION PETITION NO. 753 OF 2025

The Great Eastern Shipping Co Ltd

...Petitioner

Versus

Nayara Energy Limited

...Respondent

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Mr. Prashant Pratap, Senior Advocate a/w. Mr. Amitava Majumdar, Mr. Rishabh Saxena and Ms. Sneha Goud i/b Bose and Mitra and Co., for Petitioner

Mr. Adaarsh Ramanujan a/w. Mr. Yakshay Chheda and Ms. Anushree Koparkar, i/b SSB Legal and Advisory, for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : OCTOBER 6, 2025

ORDER :

1. The disputes and differences between the parties covered by this Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 ("***the Act***") relate to a Charter Party dated 8, 2025, by which, the Petitioner provided services to the Respondent by conveying petroleum products from Vadinar Port to the New Mangalore Port and thereafter to Kochi. The services were completed on July 24, 2025 and invoice dated July 24, 2025 for the services rendered and admittedly

completed, remains unpaid in the sum of over Rs. 5.16 crores (Page 186 of the Petition).

2. Learned Advocate for the Respondent has entered appearance and accepts notice. He submits that there is a wider dispute with the Petitioner as another Charter Party dated May 5, 2025 stood terminated by the very same Petitioner, and therefore, there are disputes under which the Respondent would be seeking damages against the Petitioner.

3. Since both the Charter Party agreements are between the very same parties and there is no dispute about existence of the arbitration agreement, Learned Counsel for both sides have instructions to submit that they are willing to proceed for arbitration without the need for a separate application under Section 11 of the Act.

4. In these premises, an arbitral tribunal is hereby appointed in the following terms :

- a) Learned Senior Counsel for the Petitioner has instructions to convey the nomination of Justice (Retd.) S.C. Gupte, former judge of this Court (Office address – 43, Free Press House, 4th Floor, Nariman Point, Mumbai – 400 021 and Email - guptesc@gmail.com). Learned

Advocate for the Respondent has instructions to nominate Chief Justice (Retd.) R.D. Dhanuka, former Chief Justice of this Court (Office Address – 131, Mittal Tower, C-wing, Barrister Rajani Patel Marg, Nariman Point, Mumbai – 400 021 and Email– rameshdhanuka5@gmail.com);

b) The two nominee arbitrators are requested to consult each other within a week to appoint a third arbitrator, who shall be presiding arbitrator. The Arbitral Tribunal is requested to convene at the earliest, preferably within a week of being formed, to issue further instructions in matter.

c) Given that the parties are the same, it is made clear that there are two references being made to the arbitration by consent of the parties – the Charter Party agreement covered by this Application and the other Charter Party Agreement dated May 5, 2025 between the parties. How to conduct the arbitration is for the arbitral tribunal to decide in order to best achieve on merits of the claim.

5. Meanwhile, considering the fact that the dispute covered by the captioned Petition which is listed today relates to Charter Party that

has already been performed and completed way back on July 24, 2025, the fee income from provision of such services has firmly been accrued. There is, on the face of the record, no quarrel about performance under the Charter Party. The quarrel is a wider one of termination of other Charter Party between the parties. Therefore, it would be appropriate to direct that the amount covered by the invoice shall be deposited with the registry of this Court within a period of two weeks from the upload of this order on the website of this Court.

6. The amount shall be kept in a fixed deposit and shall abide by the outcome in the arbitration proceedings. It is made clear that the reference to arbitration is not only in terms of the Charter Party covered by the captioned Petition, but also a Charter Party dated May 5, 2025.

7. This is purely a *pro tem* arrangement and is based on a *prima facie* view of the service actually having been rendered way back in July 2025 and not having been paid for.

8. The Petition is ***finally disposed of*** in the aforesaid terms.

9. Needless to say, nothing in this order is an expression of an opinion on merits. Any claims in respect of either of the two Charter Parties may be raised before the arbitral tribunal. This Petition, while

being converted into an application under Section 17 of the Act, may be supplemented to deal with any other facts that the Petitioner desires to bring to the attention of the Learned Arbitral Tribunal. Likewise, the Respondent would also be free to file applications under Section 17 of the Act.

10. 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.]