IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ADMIRALTY AND VICE ADMIRALTY JURISDICTION

INTERIM APPLICATION NO. 7161 OF 2025
IN
COMMERCIAL ADMIRALTY SUIT NO. 41 OF 2025

Westfield Subsea Limited ...**Applicant**
V/s.
YYZ Maritime Management and Consultancy SDB BHD ...**Respondent**

Mr. Dhruva Gandhi with Mr. Siddharth Manek, Mr Heetkumar Vachhani, Mr. Pratik Mehta,Mr. Chaitanya Tendulkar and Ms. B. D'Souza i/b Crawford Bayley and Co., Advocate for the Applicant in IA 7161/25 and Defendant in COMAS 41/25.
Mr. Prashant Pratap, Senior Advocate with Ms. Sneha Goud and Mr. Sushrut Devadiga i/b Bose & Mitra & Co. for the Plaintiff-Respondent.

CORAM : ABHAY AHUJA, J.
DATE : 21st NOVEMBER, 2025

P.C. :

1. When the matter is called out, the learned Counsel appearing for the Applicant in the matter submits that the draft of the bank guarantee has been settled.

2. Mr. Pratap, learned Senior Counsel appearing for the Respondent-Plaintiff however, submits that quantified amount of annual interest of INR 73,07,621.25/-, which would be added every year to the renewed bank guarantee would need to be added to the draft as the same was communicated to the Defendant-Applicant yesterday at 12 noon.

3. Mr. Gandhi, learned Counsel appearing for the Applicant-Defendant submits that the existing language of the said draft of bank guarantee clearly indicates that on the amount of Rs. 6,08,96,843.72/-,there would be interest at the rate of 12% p.a. and the same is self explanatory and when the bank guarantee would be renewed after a year, the interest amount would naturally be added to the renewed bank guarantee. Mr. Gandhi submits that although there is no harm in including the suggestion by Mr. Pratap, learned Senior Counsel however, since the finalised draft of the bank guarantee has already been submitted to the bank and the bank's internal processing is at an advanced stage, so that the bank guarantee will be available any time soon, endeavouring to add the quantified amount interest to the renewed bank guarantee after a year would only delay the process.

4. Having heard the learned Senior Counsel and the learned Counsel in the matter, this Court is of the view that although it would be preferable to add the language of quantified interest after renewal of the bank guarantee as suggested by Mr. Pratap, learned Senior Counsel for the Plaintiff, the Applicant/Defendant can endeavour to have the same included in the bank guarantee, however, this Court leaves it to the parties, who have finalised the bank guarantee the earlier, as even

without the said language proposed by Mr. Pratap, the bank guarantee would convey the same.

5. List on **25th November, 2025 on the Supplementary Board.**

6. After this order is passed, Mr. Pratap raises an apprehension that since there is no order restraining the Defendant-vessel to sail, it is quite possible that based on the earlier orders, the Defendant-Applicant may get Defendant - Vessel to sail.

7. It is clarified that until the next date, the Defendant No.1-Vessel which has been arrested pursuant to the orders of this Court to remain at Mumbai anchorage.

(ABHAY AHUJA, J.)

NIKITA YOGESH GADGIL Digitally signed by NIKITA YOGESH GADGIL Date: 2025.11.21 17:46:11 +0530