



\$~1

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **ARB.P. 2078/2024**

LA MAR MARITIME PRIVATE LIMITEDPetitioner
Through: **Mr. K. Gangadharan, Advocate with**
Ms. Poonam Sharma, Advocate

versus

OCEANWHALE SHIPPING SERVICES PRIVATE LIMITED
.....Respondent
Through: **Ms. Kumari Archana, Advocate**

CORAM:
HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 26.03.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('the Act') seeking appointment of an Arbitral Tribunal comprising of a sole arbitrator, to adjudicate the disputes between the parties.

2. It is stated in the petition that the disputes between the parties arising out of the Barge Charter Party Agreement dated 08.05.2019 ('Agreement') It is stated that the said Agreement contains an arbitration clause [Clause 38], which provides for adjudication of disputes by arbitration. The said clause reads as under:

"In case of any dispute between both the parties regarding the applicability of any clause of this agreement or any dispute under this charter party, the parties at the first instance shall amicably resolve the dispute by serving a written notice to the other part and resolve the dispute within a period of 7 days failing which the dispute may be referred to arbitration by an Arbitration Tribunal Comprising Bench of



3 Arbitrators, one of whom shall be appointed by the disponent owner and one of whom shall be appointed by the charterer and one of whom shall be appointed by the two arbitrators chosen by the disponent owner and charterer, who will act as Presiding Arbitrator.

The provisions of the (Indian) Arbitration and Conciliation Act 1996, Rules thereunder and any statutory modification thereof shall apply for appointment of the Arbitrators and for conduct of arbitration. **The seat and venue of the arbitration shall be at New Delhi, India only.** The language of the arbitration shall be English only...”

(Emphasis Supplied)

3. Learned counsel for the Petitioner states since there were disputes between the parties, therefore, the Petitioner invoked the said arbitration clause vide notice dated 07.08.2024 and nominated its Arbitrator.

3.1. He states despite Petitioner's request; the Respondent did not consent to constitute the Arbitral Tribunal and nominate its Arbitrator. Therefore, in these circumstances, the Petitioner has been constrained to approach this Court under Section 11 of the Act.

3.2. He states that as per the agreement and the arbitration clause therein, arbitration proceedings have been agreed to be held in Delhi.

3.3. He states that Petitioner is agreeable to appointment of a Sole Arbitrator.

4. Ms. Kumari Archana, learned counsel for the Respondent states that Respondent does not dispute the existence of the arbitration agreement. She states that Respondent accedes to the appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

5. The counsel for the parties jointly request that since the claim amount is for a sum of Rs. 1.34 crores approximately, therefore, an individual, who is a maritime law expert be appointed as an Arbitrator. The parties are also agreeable that the arbitration be conducted under the aegis of the Delhi



International Arbitration Centre ('DIAC').

6. This Court has considered the submissions of the parties. Since, there is no controversy as regards existence of an arbitration agreement, in view of the consent of the parties, this Court finds no impediment in appointing Dr. Vishwapati Trivedi, IAS (MP 1997- Retd.) as a Sole Arbitrator to adjudicate the dispute between the parties. Dr. Vishwapati Trivedi is an empaneled Arbitrator with ICA¹ on their published list of experts in maritime law.

7. In view of the above, the disputes between the parties under the said agreement are referred to the arbitral tribunal with the following directions:

- a) Dr. Vishwapati Trivedi, IAS (Mob. No. 9871841111, E-mail: drvtrivedi@gmail.com) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- b) The arbitration will be held under the aegis of, and as per rules of the DIAC. The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the Act.
- c) The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act before entering into the reference.
- d) List before the DIAC on 27.05.2025 at 10:30 AM. for a preliminary hearing to be presided over by the Arbitrator.
- e) The Petitioner shall file its statement of claim within four (4) weeks as per the rules of DIAC.
- f) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claims and counter-claims, any other preliminary objection, as well as claims on merits of

¹ Indian Council of Arbitration



the dispute of either of the parties, are left open for adjudication by the sole arbitrator.

8. Needless to say, nothing in this order shall be construed as an expression of this court on the merits of the case.

9. The registry is directed to send a copy of this order to DIAC and the Sole Arbitrator.

10. With the aforesaid direction, the petition stands disposed of.

11. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

MARCH 26, 2025/rhc/ms