



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

ARBITRATION PETITION NO. 26 OF 2025

Arnav Vipankumar Goyal and Another ...Petitioners

Versus

Executive Ship Management Private Limited ...Respondent

*Mr. Taushad Kakalia, Mr. Kayomars Kerawalla i/b Vohuman Legal for
Petitioners.*

Mr. K. P. Anil Kumar, Ms. Priyanka Kumar for Respondent.

CORAM : SHARMILA U. DESHMUKH, J.

DATE : MARCH 9, 2026

P. C. :

1. The primary objection to the impugned order was by reason of the unilateral appointment of Arbitrator which position has now been settled by various decisions following the decision of the Hon'ble Apex Court in the case of ***Perkins Eastman Architects DPC vs. HSCC India Ltd.***¹ holding that the person having interest in the outcome of the dispute is ineligible not only to act as Arbitrator but is also rendered ineligible to appoint an Arbitrator.

2. In view of the settled decision in law, Mr. K. P. Anil Kumar would submit that the Arbitration Petition can be disposed of by quashing the

1 (2020) 20 SCC.

impugned Award only on the ground of unilateral appointment and he be granted liberty to file an application under Section 11 of Arbitration and Conciliation Act, 1996.

3. The submission of learned counsel appearing for Petitioner is that even on merits, the Award is unsustainable apart from the unilateral appointment and there is also objection to grant of liberty to file application under Section 11.

4. As it is not disputed that there was an unilateral appointment of Arbitrator, the same cannot result in enforceable Award and would invalidate the impugned Award. It is not necessary for this Court to then go into the submission as regards the merits of the Award as the impugned Award itself is unenforceable. The impugned Award is hereby quashed and set aside on the ground of unilateral appointment of Arbitrator invalidating the impugned Award.

5. It is open for the parties to adopt appropriate proceedings as deemed fit.

6. It is clarified that this Court had not gone into the merits of the claim *inter se* between the parties and the impugned Award is quashed and set aside only on the ground of unilateral appointment.

7. All rights and contentions apart from the aspect of unilateral appointment is kept open to be raised in appropriate proceedings.

8. As the Petitioners have deposited 50% of the amount, the

Petitioners are permitted to withdraw the amount along with accrued interest.

9. Arbitration Petition is disposed of in the above terms.

10. In view of above, nothing survives for consideration in pending Applications, if any, and the same stand disposed of.

[SHARMILA U. DESHMUKH, J.]