

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION NO. 186 OF 2025
WITH
INTERIM APPLICATION (L.) NO. 23425 OF 2025
WITH
INTERIM APPLICATION NO. 4171 OF 2025

Doha Marine Services WLL

.....PETITIONER

: **VERSUS** :

Adsun Offshore Diving Contractors

Pvt. Ltd.

....RESPONDENT

Mr. Prathamesh Kamat with Mr. Kayush Zaiwalla, Mr. Devesh Dange and Mr. Amogh Dabholkar, i/b. Mr. Adil K. Patel, for the Petitioner.

Mr. Ashwin Shanker with Mr. Ram Jaynarayan, for the Respondent.

CORAM : SANDEEP V. MARNE, J.

DATED : 14 JANUARY 2026.

P.C :

1) This is a petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) seeking interim measures post passing of the foreign Award.

2) There is no dispute to the position that the Petitioner has filed application under Section 48 of the Arbitration Act for enforcement of the Award.

3) On 16 April 2025, this Court has passed the following ad-interim order :

1. This is a Petition under Part II of the Arbitration and Conciliation Act, 1996 ("the Act"), seeking interlocutory reliefs pursuant to three awards dated September 19, 2023, April 24, 2024 and August 7, 2024 passed in the United Kingdom. There has been no challenge to these awards under the local law in the United Kingdom.
2. Today, Learned Counsel on behalf of the Petitioner seeks limited interlocutory relief in terms of prayer clauses (e) and (f), which are essentially prayers for disclosure of assets and injunction on alienation of assets, respectively.
3. Learned Counsel on behalf of the Respondent would submit that it would have no quarrel in making a disclosure in terms of prayer clause (e), but would contend that prayer clause (f) is sweeping and would be injurious to the conduct of ongoing business by the Respondent.
4. In these circumstances, having heard the parties, it would be appropriate to grant prayers of disclosure as made in prayer clause (e). However, instead of a blanket and sweeping injunction in terms of prayer clause (f), taking into account that the Respondent contends that the INR value of the arbitral awards is approximately Rs. 4.5 crore, the Respondent shall deposit the INR equivalent of the awarded amount within a period of three weeks from the date of upload of this order on this Court's website.
5. It is made clear that the exchange rate for such conversion shall be the GBP-INR rate, and as the case may be USD-INR rate as obtaining at the close of business hours today. This is necessitated since the awards are variously denominated in these two currencies.
6. In the event of such deposit not being made, injunction in terms of prayer clause (f) as moulded below, would follow :
 - f) Pending the hearing and final disposal of the Petition, the Respondent and its servants and/or agents or any parties claiming through shall be restrained by an order and injunction from parting with the possession, selling, transferring, encumbering, alienating or disposing of or dealing with their assets/properties and/or creating any third party interest in respect of the said assets/properties to the extent of INR 10

crores, which is a rounded sum taking into account the broad estimate of the conversion coupled with a buffer for potential currency fluctuations and to provide for interest on the amounts awarded.

7. Learned Counsel for the Respondent submits that his reply to this Petition shall be filed by April 23, 2025. Rejoinder, if any, may be filed by April 30, 2025. List under the caption, "*Directions*" on *May 2, 2025*.

8. 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.

4) Towards compliance with the order dated 16 April 2025, the Respondent has filed Affidavit of disclosure dated 1 May 2025 and a further Affidavit dated 7 October 2025.

5) It appears that the Respondent has not been able to deposit the amount of Rs.4.5 crores on account of which injunction in terms of prayer clause (f) is operational since 16 April 2025.

6) Considering the facts and circumstances of the case, in my view, the ad-interim arrangement directed by order dated 16 April 2025 can be continued till disposal of Interim Application No. 8067 of 2025.

7) Accordingly, the petition is **disposed of** by directing that the ad-interim order dated 16 April 2025 shall continue to operate till disposal of Interim Application No. 8067 of 2025. Interim Application (l.) No. 23425 of 2025 and Interim Application No. 4171 of 2025 also stand disposed of.

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[SANDEEP V. MARNE, J.]