



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION NO.753 OF 2025

The Great Eastern Shipping Co. Ltd.

...Petitioner

V/s.

Nayara Energy Limited

...Respondent

Mr. Amitava Majumdar with *Ms. Sneha Goud & Ms. Harshini Iyengar i/b. M/s. Bose & Mitra & Co. for the Petitioner.*

Mr. Alabh Anant Lal *i/b. Trilegal for the Respondent.*

CORAM: SANDEEP V. MARNE, J.

DATED: 10 FEBRUARY 2026.

P.C.:

1) By order dated 6 October 2025 as corrected by order dated 15 October 2025, the Respondent has deposited amount of Rs.5.16 crores in this Court. While dealing with application under Section 17 of the Arbitration and Conciliation Act, 1996 (**the Arbitration Act**) Arbitral Tribunal has permitted the Petitioner/ Claimant to withdraw the deposited amount alongwith accrued interest subject to furnishing a Bank Guarantee of a Nationalised/ Scheduled bank.

2) The Petition is placed for directions for acceptance of Bank Guarantee, which is kept ready by the Petitioner/ Claimant and for permitting it to withdraw the deposited amount with accrued interest.

3) As a matter of fact, under sub-section (2) of Section 17 of the Arbitration Act any order made by the Arbitral Tribunal is deemed to be an order made by the Court. In that view of the matter it was not really necessary for the Prothonotary and Senior Master to insist that the Petitioner /Claimant must secure clarification from this Court for withdrawal of the deposited amount upon furnishing Bank Guarantee as directed by the Arbitral Tribunal. The order passed by the Arbitral Tribunal is deemed to be the order passed by this Court and it was not necessary for the Prothonotary and Senior Master to insist that the Petitioner/Claimant must secure a clarification from this Court.

4) Be that as it may. Prothonotary and Senior Master shall accept the Bank Guarantee to be tendered by the Petitioner/Claimant and the Petitioner/Claimant shall be entitled to withdraw the entire deposited amount alongwith accrued interest.

[SANDEEP V. MARNE, J.]