

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

COMMERCIAL ARBITRATION APPLICATION NO.111 OF 2026

Executive Ship Management .. Applicant

Vs.

Saloni Kumari .. Respondent

K.P Anil Kumar a/w Priyanka Kumar for the Applicant.
Smith Shah and Anand Tiwari i/by Akshay Shukla for Respondent.

CORAM : ARUN R. PEDNEKER, J.

DATE : 11th JUNE 2026.

P.C. :

1. Heard.
2. The present application is filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking adjudication of disputes and differences arising out of the Agreement-cum-Indemnity Bond dated 27th August 2024. Clause 10 of the Agreement provides for resolution of disputes through arbitration.

“10. In the event of any disputes or differences arising out of or in respect of any breach of any terms and conditions of this agreement, the same shall be referred to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996. The reference shall be made to a sole arbitrator to be appointed jointly

by the Company, the Trainee & the Guarantor. In the event, the parties are unable to so appoint a sole arbitrator, the sole arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be at Mumbai. Any proceedings to be initiated in any court of law in pursuance of this arbitration shall be instituted and held in the court at Mumbai only.”

3. Learned Counsel for the Applicant submits that identical issues have arisen in several matters involving the same agreement executed by other employees and that this Court has already referred such disputes to arbitration.

4. Learned Counsel for the Respondent contends that the agreement is with a Singapore-based company and, therefore, the application ought to have been filed before the Hon'ble Supreme Court. However, all such issues have already been considered and dealt with by this Court in its order dated 10th April 2026 passed in respect of the same agreement involving different employees.

5. In view of the aforesaid order and considering that the issues raised in the present matter are substantially identical, I do not find it necessary to deal with the Respondent's contentions any further. The present matter is squarely covered by the order dated 10th April 2026. Accordingly, the following order is passed:

ORDER

(A) Ms. Shivanees Srivastava, learned Advocate of this Court is appointed as the sole Arbitrator to adjudicate the disputes and differences between the parties arising out of and in connection with the agreement referred to above.

The contact details of the Arbitrator are as under :-

Address	:	Chamber of Mr. Nimay Dave, 20 th Floor, One Infinity, Cawasji Patel Street, Fort, Mumbai
Mobile No.	:	9833137891
Email id	:	shivaneessrivastava@gmail.com

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocate for the Applicant within a period of one week from the date of uploading of this order. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this order.

(C) Seat of the arbitration would be governed by the provisions of the agreement executed between the parties.

(D) Learned sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the Advocate for the Applicant so as to enable them to file the same in the Registry of this Court. The Registry of this Court shall retain the said

Statement on the file of this Application and a copy of the same shall be furnished by the Advocates for the Applicant to the Respondent.

(E) The parties shall appear before the learned sole Arbitrator on such date and at such place as indicated by him, to obtain appropriate direction with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers, if any, of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration.

(F) All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

6. All issues on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

7. With the above directions, Arbitration Application stands disposed of accordingly.

(Arun R. Pedneker, J.)