



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

COMMERCIAL ARBITRATION PETITION (L) NO.13043 OF 2026

Nayara Energy Limited

...Petitioner

V/S

BAM SANDY Shipping Co. InC., & Ors.

...Respondents

Mr. Pradeep Bakhru with Ms. Sreejeta Datta I/B Wadia Ghandy & Co. *for the Petitioner.*

Mr. Rohan Mathur with Mr. Pulkit Dhawan and Mr. Harshvardhan Singh Rathore i/b Anoma Law Group LLP *for Respondent Nos.1 and 2.*

Mr. Kunal Mehta with Mr. Prashant Asher, Mr. Siddharth Manek, Ms. Bulbul Singh Rajpurohit and Ms. Charmi Shah i/b Crawford Bayley & Co. *for Respondent Nos.5 and 10.*

Mr. Siddharth Tuli with Mr. Prathamesh More i/b V. Subramanian *for Respondent No.9.*

CORAM : SANDEEP V. MARNE, J.

DATE : 27 APRIL 2026.

P.C.:

1. This is a Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) for seeking interim measures before constitution of the Arbitral Tribunal.

2. On 16 April 2026, this Court passed following order:

1) This is a Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 (**the Arbitration Act**) for seeking interim measures before constitution of Arbitral Tribunal.

2) Considering the peculiar facts and circumstances of the case and the nature of urgency involved, the Petition is moved for urgent *ex-parte* interim measures without giving notice to Respondent Nos.1 to 8.

3) I have heard Mr. Tulzapurkar, the learned Senior Advocate appearing for the Petitioner and Mr. Tuli, the learned counsel appearing for Respondent No.9-Bharat Petroleum Corporation Ltd. **(BPCL)**.

4) Respondent No.1 is the head owner of Respondent No.3- Vessel - MT BAM SANDY, [IMO 9326914] **(Vessel)**. Respondent No.4 is the Master of the Vessel and an employee of Respondent No. 1. On 23 February 2026, multiple Charter Party Agreements are executed in respect of the Vessel . A Time Charter was entered into between Respondent No.1 and Respondent No.5 vide Time Charter Party Agreement dated 23 February 2026. Thereafter Respondent No.5 entered into Time Charter with Respondent No.8 vide Time Charter Party Agreement dated 23 February 2026. By Addendum dated 23 February 2026, Respondent No.7 replaced Respondent No.8. Thereafter a Time Charter was further amended vide addendum and Time Charter Party Agreement dated 23 February 2026 under which Respondent No.6 secured time charter rights in respect of Respondent No.3-Vessel. Respondent No.6 has executed Time Charter Agreement with the Petitioner vide Time Charter Party Agreement dated 23 February 2026.

5) This is how the Petitioner chartered Respondent No.3-Vessel for the purpose of loading, carriage and discharge of its various cargo and shipments including the cargo from its refinery from Vadinar Port to *inter alia* Mumbai Port. Respondent No.3 undertook voyages and carriage of cargo during the period from 2 March 2026 to 29 March 2026. On 29 March 2026 Respondent No.3-Vessel arrived at Vadinar Port to undertake its fourth voyage from Vadinar and to load and discharge cargo to be delivered to the Petitioner and /or Respondent No.9 at Mumbai. It appears that there was some hesitation on the part of Respondent No.4 -Master to load the cargo and after negotiations, Respondent No.4 agreed and loaded the cargo on board of Respondent No.3-Vessel for carriage and discharge at Mumbai Port to enable the delivery of the cargo to the Petitioner and /or to Respondent No.9. Upon completion of loading of cargo to Respondent No.3-Vessel, a Bill of Lading dated 3 April 2026 came to be issued by Respondent No.4 to the Petitioner naming Respondent No.9 as the Consignee. The Bill of Lading is in respect of Automotive Diesel Fuel BS VI (Regular) of quantity 43062.172 cubic meters. After loading of the cargo on 3 April 2026, Respondent No.3-Vessel apparently arrived at Mumbai Port on 6/ 7 April 2026. However, it is the case of the Petitioner that instead of discharging cargo at Mumbai Port, the Vessel has sailed away and it is anchored at a distance of 18 nautical miles away from Indian coastline.

6) While it is difficult to find out the exact reason for such action on the part of Respondent Nos. 1 and 4 at this juncture, it appears that there are certain disputes relating to payment of hire charges by Respondent No. 6 to Respondent No. 1. Also there appears to be some hesitation on the part of Respondent No. 1 and 4 in undertaking voyages at Vadinar port. This is

apparent from the correspondence that has ensued between the Petitioner, Respondent No.5 and Respondent No.6. By email dated 3 April 2026, Respondent No.5 communicated to the Petitioner as under:

Dear Sir,
Good day

Refer our various telcon regarding the vessel Bam Sandy, vessel will unfortunately be unable to undertake any more voyages with

Nayara after completion of the present voyage at Mumbai.

As advised the head Owners are apparently having compliance issues due to vessel calling Vadinar frequently which has been flagged by Owners P&l club as well the bank. Due to this Owners

legal had to step in and have decided they cannot continue taking the exposure as such.

We understand that the Owners bank accounts are also under scrutiny and they have asked to provide details of the voyages and

BL's for the voyages being undertaken by Bam Sandy. We are in talks with Owners and trying to support on how to best resolve this issue.

However, in the meantime unfortunately the head owners have refused to undertake any further voyages after Mumbai. Hence, we

request if after completion of discharge Bam Sandy can be brought

back to Vadinar and converted to FG and then released from the CP.

We look fwd to Charterers feedback and cooperation.

Thanks and Best regards,

Capt Rajesh Dhaliwal
Yacht Fuel Trading FZC

7) Thereafter on 7 April 2026, Petitioner wrote to Respondent No.6 objecting to the conduct of Respondent No.4-Master and highlighted the importance of early discharge of cargo to Respondent No.9- BPCL. Respondent No.6 has responded on 8 April 2026 stating as under:-

Good day,

Kindly check below from Owners:

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Without prejudice.

We truly regret the delays caused by vessel Bam Sandy.

By way of explanation, the Head Owners are in breach of the CP and trying to force costs on to us which are not justified.

We have been actively engaging with them to come to a quick resolution, but unfortunately Head Owners are being uncooperative.

Head Owners are demanding significant compensation by way of additional hire for the Nayara exposure, in addition to asking for removal of all off-hires and claims.

While we have already paid the additional amount under protest, Owners are still refusing berthing pending agreement on other points.

We have already engaged our legal and given the Head Owners deadline till 12 PM Dubai time today to confirm the berthing.

We shall revert soonest with an update in the next 2 to 3 hours.

All our rights remain reserved.

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Regards

RAR / Ops

8) From the above correspondence, it appears that on account of certain demands raised by Respondent No.1 -head owner in respect of compensation by way of additional hire, Respondent No.4-Master has refused to discharge the cargo despite arrival of the Vessel at Mumbai Port on 6 / 7 April 2026. Respondent No.9-BPCL has demanded immediate delivery of the cargo vide letter dated 11 April 2026.

9) Mr. Tulzapurkar has tendered an additional affidavit dated 16 April 2026 expressing an apprehension that if notice is given to Respondent Nos.1 to 8, there is apprehension of the Vessel being unlawfully spirited away with the cargo in the international waters rendering the present Petition infructuous. It is on this count that the Petitioner has moved this Court ex-parte for urgent interim measures for preserving the subject matter of arbitration.

10) Respondent No.9-BPCL supports the Petition.

11) Perusal of the Bill of Lading indicates presence of arbitration agreement between the Petitioner and Respondent No.1 as under:-

Now with standing any charter party or Bill of Lading provision to the contrary, any claims whatsoever arising hereunder brought by, or against Nayara Energy Limited shall be determined by arbitration at Mumbai in accordance with the

Arbitration Regulations and the Rules for the implementation of the Arbitration Regulations of the latter. Any such claims so referred shall be governed by the law of India. Nothing contained in this provision shall affect the rights and obligations of this provision of other parties to this Bill of Lading, including the right to arbitrate claims against parties other than Nayara Energy Limited in jurisdiction other than India.

12) In my *prima facie* view, existence of disputes relating to charges payable to the Petitioner for hire of the Vessel cannot be a reason for not discharging the cargo, which is worth more than Rs.661 crores and which Petitioner is contractually obliged to deliver to Respondent No.9-BPCL. If there are disputes relating to hire charges for Charter Party, the same can be adjudicated in arbitration. In my view therefore, a *prima facie* case is made out for grant of ex-parte ad-interim measures in favour of the Petitioner for preserving the subject matter of arbitration. Grave and serious prejudice would be caused to the Petitioner if ex-parte ad-interim measures are not made as Respondent Nos.1 to 4 are likely to spirit away the cargo into international waters. Balance of convenience is also tilted in favour of the Petitioner as discharge of the diesel fuel worth INR 661 crores cannot be held up on account of alleged disputes relating to hire charges, which can be adjudicated in arbitration. The cargo consist of fuel required by the BPCL, who has demanded immediate delivery of the same.

13) Mr. Tulzapurkar submits that since the Vessel is anchored at a distance of 18 nautical miles away from Indian Coastline at Mumbai's outer Alfa, necessary directions be issued to the Coast Guard Authorities, Director General of Shipping and Port Authorities to assist the Petitioner in bringing the Vessel to Mumbai Port and in discharging the cargo.

14) I accordingly proceed to pass the following order:-

- (i) Pending the arbitration and till the next date of hearing, there shall be ad-interim measures in terms of prayer clauses (a) and (b), which read thus:-

a. pending the constitution of the arbitral tribunal, hearing and final disposal of the proposed arbitral proceedings and the making and implementation of the award therein, this Hon'ble Court be pleased to pass an order directing Respondent Nos. 1 to 4 to forthwith jointly and I or severally specifically deliver and discharge and / or facilitate the delivery of the Cargo to the discharge port being Mumbai in accordance with the applicable law and to take all necessary steps and actions to comply with the same;

b. pending the constitution of the arbitral tribunal, hearing and final disposal of the proposed arbitral proceedings and the making and implementation of the award therein, this Hon'ble Court be pleased to pass an order restraining Respondent Nos. 1 to 4 from jointly and / or severally parting with the possession of and / or transferring and / or disposing of and / or creating any third party rights in respect of the Cargo;

- (ii) The Indian Coast Guard, Director General of Shipping and Mumbai Port Authorities shall render necessary assistance to the Petitioner for bringing the Vessel to Mumbai Port and for discharge of the cargo in the Vessel at Mumbai Port.
- (iii) A copy of the order downloaded from the website of the Court shall be first brought to the notice of the Indian Coast Guard, office of Director General of Shipping and to the Port Authorities and once necessary steps are taken by the said three authorities for bringing back the Vessel to Mumbai Port, copy of the order be also served on Respondent Nos.1 to 8.
- (iv) Parties to act on copy of this Order downloaded from the website of the Court.

15) List the Petition for further consideration on **24 April 2026.**"

3. The learned counsel appearing for Respondent No.9, on instructions, submits that the vessel was brought to Mumbai Port on 24 April 2026 and the cargo in the vessel has been discharged.

4. In view of the statement made above, nothing survives to be adjudicated in the Petition. If there are any disputes between the parties relating to quality and quantity of the cargo, the same can be agitated in the appropriate proceedings.

5. Leaving open all the questions on merits, the Commercial Arbitration Petition is **disposed of**.

(SANDEEP V. MARNE, J.)