

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

COMM. ARBITRATION PETITION (L.) NO. 15734 OF 2026

Norvic Shipping Asia PTE Ltd.

...Petitioner

V/s.

Zigma International

...Respondent

Mr. Kunal Vaishnav with Mr. Bodhisattwa Majumdar, Mr. Chinmay A. Deshpande and Mr. Vinay Viswanathan, i/b. Renata Partners for the Petitioner.

CORAM: SANDEEP V. MARNE, J.

DATED: 6 May 2026.

P.C.:

- 1) Heard Mr. Vaishnav, the learned counsel appearing for the Petitioner.
- 2) This is a petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) in aid of an ongoing London seated LMAA arbitration arising out of a Repayment Schedule Agreement dated 9 January 2025. According to the Petitioner, Respondent has expressly acknowledged that it owes to the Petitioner demurrage of US\$ 215,310.01 and that the debt is valid, due and payable. It is Petitioner's complaint that the first installment due on 15 January 2025 has not been paid despite repeated follow ups.

- 3) The apprehension now created in the mind of the Petitioner is that an entity named Bulk Commodities has written directly to the Respondent for the purpose of recovering monies allegedly due and payable by the Petitioner to Bulk Commodities
- 4) Petitioner apprehends that acting on requisition made by Bulk Commodities, the Respondent is likely to make payment directly to Bulk Commodities thereby frustrating Petitioner's claim in the pending arbitration.
- 5) Mr. Vaishav tenders an additional Affidavit which is taken on record. The additional Affidavit contains copy of notice dated 18 April 2026 addressed on behalf of Bulk Commodities to the Respondent with a copy marked to the Petitioner. He also tenders Affidavit of service which indicates that the Respondent has apparently received notice of the petition and has even responded to the Solicitors of the Petitioner vide reply dated 30 April 2026.
- 6) However, none has appeared on behalf of the Respondent. Issue court notice to the Respondent returnable on 9 June 2026.
- 7) Till the next date of hearing, by way of ad-interim measures, Respondent is restrained from transferring any amount due and payable to the Petitioner under the Repayment Schedule Agreement to M/s. Bulk Commodities.
- 8) List on **9 June 2026**.

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[SANDEEP V. MARNE, J.]