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IN THE HIGH COURT OF BOMBAY AT GOA

APPLICATION FOR APPOINTMENT OF ARBITRATOR  
NO.2 OF 2024

MARINETECH SHIP MANAGERS  
AND SURVEYORS REP BY  
PARTNER MAHESH MEHNDIRATTA ... Applicant.

*Versus*

MERINO INNOVATION PVT.  
LTD THR DIRECTORS BINU  
ANCHANI (BABY) ... Respondent.

Mr. Balkrishna Sardessai (through V.C.) with Mr. Vilroy  
D'Souza, Advocates for the Applicant.

CORAM: DR. NEELA GOKHALE, J.

DATED: 17<sup>th</sup> April, 2026

P.C:

1. Order dated 8th August, 2025, records that service is complete.
2. None appears for the Respondent today.
3. By way of the present application, the Applicant seeks appointment of a sole Arbitrator to adjudicate the disputes between the parties relating to Standard Time Charter

Agreement dated 1st April, 2021, in respect of their tug, namely MV Pratap/MT1 PNJ 576.

4. Heard Mr. Balkrishna Sardessai, learned Counsel for the Applicant and perused the record with his assistance.

5. It appears that the Applicant had entered into an agreement of Standard Time Charter with the Respondent. A dispute has arisen between the parties in respect of the subject matter of the said agreement. It is the case of the Applicant that the Respondent, in derogation of the contractual agreement, failed and neglected to pay the agreed hire charges which have legally accrued to the Applicant. Hence, the Applicant invoked Clause 33 of the agreement, which provided for reference of any dispute arising from the said agreement to arbitration. Accordingly, the Applicant issued notice dated 7<sup>th</sup> January, 2023 to the Respondent, calling upon the Respondent to either clear the Applicant's dues or take steps to refer the matter to arbitration in accordance with the arbitration clause in the agreement.

6. The Respondent failed to issue any reply to the said notice. Hence, the Applicant has approached this Court for the reliefs as prayed.

7. Clause 33 of the agreement reads thus:-

*“33: Standard Dispute Resolution:*

*(a) This charter party shall be governed by and construed in accordance with Indian law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in Vasco Da Gama, Goa, India in accordance with the Arbitration Act 1996 amended 2019 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this clause. The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to*

*the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if the arbitrator had been appointed by agreement.*

*Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.*

*(b) \*This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute*

*arising out of or in connection with this Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.*

- (c) Notwithstanding Sub-clauses (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter Party.*

*In the case of a dispute in respect of which arbitration has been commenced under Sub-clauses (a), (b) or (c) above, the following shall apply:*

- (i) A party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.*
- (ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, falling which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.*
- (iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the*

*arbitration as between the parties.*

- (iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interests.*
- (v) A party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.*
- (vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.*
- (vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.*

*(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)”*

8. Considering that disputes have arisen out of the agreement for Standard Time Charter dated 1<sup>st</sup> April, 2021, and since there exists an arbitration clause in the said contract, I am inclined to allow the arbitration application and appoint a sole Arbitrator to enter into reference and adjudicate the disputes

between the parties.

9. It is ordered as under:-

- a) Mr. Nigel Fernandes, learned Advocate, is appointed as the Sole Arbitrator to enter into reference and adjudicate the disputes that have arisen between the parties.
- b) The learned Sole Arbitrator, before entering the arbitration reference, shall make a declaration under Section 11(8) read with Section 12(1) of the said Act to be placed on record of the present proceedings and furnish a copy thereof to the parties.
- c) The parties are directed to appear before the learned Arbitrator within a period of 15 days from today on a date which may be mutually convenient and as may be fixed by the learned Sole Arbitrator.
- d) The fees of the arbitral tribunal shall be governed by Schedule IV of the Arbitration and Conciliation Act, 1996.
- e) All contentions of the parties on merits are expressly kept open to be adjudicated before the learned Arbitrator.

- 10.** A copy of the said order shall also be forwarded to the learned Arbitrator at the following address: -

*Navelkar Trade Centre,  
3<sup>rd</sup> Floor, Office No.4,  
Panaji, Goa.*  
Contact No.: - 8698075631

- 11.** Application is disposed of in the above terms.

**DR. NEELA GOKHALE, J.**