IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION PETITION NO. 727 OF 2025

TELFORD MARINE DMCC .....PETITIONER

: VERSUS :

BHAMBHANI SHIPPING LIMITED

and Another ....RESPONDENTS

Mr. Prashant Pratap, Senior Advocate with Ms. Sneha Goud, Ms. Lavanya Chopra i/b Bose & Mitra & Co., for Petitioner

Mr. Mayur Khandeparkar with Mr. Pratik Amin, Mr. Harsh Agarwal i/b Pratik Amin Associates, for Respondent No. 1

Mr. Cyrus Ardeshir, Senior Advocate with Mr. Sujit Lahoti, Mr. Mahesh Dube, Mr. Tejesvi Nakashi, Mr. Haaris Koradia i/b Sujit Lahoti & Associates, for Respondent No. 2

CORAM : SANDEEP V. MARNE, J.

JUDGMENT RESD. ON : 9 JANUARY 2026.

JUDGMENT PRON. ON : 21 JANUARY 2026.

Judgment :

1) This is a post-foreign award Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 **(Arbitration Act)** seeking deposit of the awarded sum and for restraining the Respondent from selling, transferring, leasing, mortgaging or encumbering the vessel MV-HALANI-6 for securing the award.

2) On 27 June 2022, a contract was entered into between the Petitioner and Respondent for Sub-Time Charter of the vessel NOR

Goliath. The Petitioner had sub-chartered the Vessel to the Respondent. Clause 37(c) of the contract provided for reference of the disputes through arbitration in Singapore under Singapore International Arbitration Act and in accordance with Arbitration Rules of the Singapore Chamber of Maritime Arbitration. On 29 September 2022, an incident occurred where the gangway connecting the vessel to the Floating Production Storage and Offloading Platform **(FPSO)** commissioned at KG-D6 block, which is offshore gas block and oil field in the Bay of Bengal collided with FPSO causing severe damage rendering it inoperable. This led to claims and counterclaims between the parties as also with the head owners of the vessel. Disputes between the parties were referred to Arbitral Tribunal comprising of three arbitrators. On 31 October 2024, the first arbitral Award was published by the Tribunal rejecting various counterclaims of the Respondent. Second partial Award was made and published by the Tribunal on 25 June 2025 awarding in favour of the Petitioner various amounts aggregating to USD 11,079,802.58/- and contractual interest @ 12% p.a. aggregating to USD 3,335,009/- till the date of filing of the Petition. On 9 July 2025, Petitioner sent demand letter to Respondent No.1 calling it upon to pay the principal amount of the second partial award alongwith interest. This was followed by further demand letter dated 23 July 2025.

3) According to the Petitioner, Respondent No.1 was consistently making losses as per the financials available on the website and with the Registrar of Companies. According to the Petitioner, Respondent No.1 has only one asset which is the vessel MV HALANI-6 (IMO No. 9125906). Petitioner apprehended attempts on the part of Respondent No.1 to sell its only asset in the form of vessel-MV HALANI-6 and has accordingly filed the present Petition against only Respondent No. 1 on 30 July 2025 under Section 9 of the Arbitration Act seeking following prayers :-

a. for an order directing the Respondent to deposit a sum of USD 11,079,802.58 (United States Dollars Eleven Million Seventy-Nine Thousand Eight Hundred and Two and Cents Fifty-Eight or its equivalent in Indian Rupees) towards the unpaid principal amount under the Second Partial Final Award dated 25 June 2025 with the Learned Prothonotary & Senior Master of this Hon'ble Court, or to furnish such other security as this Hon'ble Court deems fit and proper, equivalent to the sum of USD 11,079,802.58;

b. for an order directing the Respondent to disclose the present location of the vessel HALANI 6 (IMO No.9125906) and its ownership status;

c. for an order and injunction restraining the Respondent from selling and/or transferring and / or leasing and/or mortgaging and/or encumbering in any manner and /or creating any third party rights in respect of the vessel HALANI 6 (IMO No.9125906) wherever the vessel may be lying within or outside India and further restrain the Respondent from moving or sailing the vessel out of the territorial waters of India and/or moving the vessel from its present location;

d) for an order directing the Respondent to disclose on affidavit the following,

(i) All immovable properties (encumbered or unencumbered) wherever situated, whether in India or overseas with complete details sufficient to identify the properties. If any of the immovable properties are in any way encumbered, full particulars of such encumbrance/s and the amounts yet due as secured by those properties must be ordered to be disclosed.

(ii) All movable properties (encumbered or unencumbered), including but not limited to,

a. Non-financial: all non financial movable assets including all particulars of the acquisition or replacement thereof,

b. Financial assets: all investments and demat accounts with full particulars, including holdings (whether in the nature of shares, debentures, stocks, mutual funds, bonds, crypto currencies, liquid funds, or any other instrument of whatsoever nature) and encumbrances, if any, thereon.

c. Bank accounts: all bank accounts with account numbers, bank names, branches, account types and holding patterns, Fixed Deposits, along with bank statements for the last one year;

d. Bank Lockers: contents of all safety deposit vaults and bank lockers.

(iii) Taxes and Financial Returns: Copies of all tax and financial returns for last three financial years;

(iv) any financial statements which may have been prepared for any financial year after 31 March 2022, whether such financial

statements have been audited or not, and to produce these financial statements, whether audited or unaudited;

e) for an order and injunction restraining the Respondent from dealing with and/or selling, leasing, licensing. letting out, mortgaging, encumbering, and/or creating any third party rights of whatsoever nature in respect of any of the properties (whether movable or immovable. or whether tangible or intangible) including, but not limited to those disclosed pursuant to prayer clause (d);

f) for an order of attachment of all of the Respondents movable and immovable, tangible and intangible properties, including, but not limited to those disclosed pursuant to prayer clause (d);

g) for ad-interim reliefs in terms of prayer clauses (a) to (f) above;

h) for such other and further orders as the Hon'ble Court may deem fit and proper in the facts and circumstances of the present case; and

i) for cost

4) On 19 September 2025, when the Petition came up for hearing, this Court recorded submissions made on behalf of the Respondent No.1 that the vessel MV HALANI-6 was already sold to a company named Delta Maritime on 21 March 2025 and that requisite applications for regulatory clearance were filed with the Director General of Shipping, Provident Fund Commercial Office and Mercantile Maritime Department. This Court also recorded statement made on behalf of the first Respondent that sale of the vessel was undertaken to discharge the dues of the first Respondent owed to Saraswat Bank and consideration of Rs.4.6 crores would be paid out directly to Saraswat Bank. It was further recorded that the vessel was in physical possession of Delta Maritime. This Court directed Respondent No.1 to file affidavit providing evidence and the terms of the sale. This Court also granted ad-interim relief in terms of prayer clause (d) directing the first Respondent to disclose on affidavit various assets, bank account, etc. On 10 October 2025, Respondent No.1 filed affidavit of disclosure which included copy of Memorandum of Agreement dated 21 March 2025 for sale of the vessel MV HALANI-6 to Delta Maritime and Industrial Skill Training Private Institute Pvt. Ltd. for sum of USD 600,000/-. The first Respondent also

disclosed Addendum dated 17 June 2025 by which consideration was reduced from USD 600,000/- to USD 540,000/-. Respondent No.1 also disclosed bank statement dated 20 September 2025 to show payment of sale consideration of INR 4,55,00,000/- in the loan account with Saraswat Bank.

5) It also appears that Respondent No.1 has challenged the award in Singapore High Court on 25 September 2025. On 16 October 2025, this Court directed the first Respondent to produce certain more documents in respect of sale of the vessel. Accordingly, the first Respondent filed further affidavit of additional disclosures.

6) On 4 December 2025, purchaser of the vessel-Delta Maritime & Industrial Skill Training Institute Private Limited sought intervention in the Arbitration Petition and this Court directed its impleadment as a party Respondent. This is how Delta Martime is impleaded as Respondent No. 2 to the Petition. Respondent No. 2 has filed Affidavit-in-Reply disclosing certain additional documents pertaining to sale of the vessel MV HALANI-6.

7) Since pleadings in the Petition are complete, the same is taken up for hearing and final disposal with the consent of the learned counsel appearing for the parties.

8) Mr. Pratap, the learned Senior Advocate appearing for the Petitioner would submit that the vessel MV HALANI-6 is the only asset of Respondent No.1, who is liable to pay to the Petitioner awarded sum of USD 11,079,802.58/- alongwith interest. That Respondent No.1 is deliberately attempting to sell the vessel with a view to frustrate execution of the Award. He would submit that the disclosures made by the First Respondent after order passed by this court on 19 September 2025 shows that the sale consideration of Rs.4,55,00,000/- was paid on

20 September 2025. That the sale of the vessel is not valid as it does not comply with the provisions of Section 42(2)(2A) of the Merchant Shipping Act, 1958 **(Merchant Shipping Act)** and neither the ownership of the vessel is transferred by the Instrument of Transfer nor has any change of ownership been endorsed on the Certificate of Registry as required under Section 38 of the Merchant Shipping Act. That none of the 'No Objection Certificates' (**NOC**) as required under the Merchant Shipping Act, as listed in the Addendum dated 17 June 2025, have been produced. That no notice of transfer or acquisition of the ship is given to the Directorate General of Shipping as required under Section 42(2)(b) of the Merchant Shipping Act. Consequently, the sale of the vessel is not valid under the Merchant Shipping Act.

9) Mr. Pratap would further submit that the statuary compliances are a condition precedent to the valid sale of the vessel and there can be no *ex-post facto* compliance under the Merchant Shipping Act. That the sale has therefore not been registered as required under the Merchant Shipping Act and therefore has no valid sale in the eyes of law. Mr. Pratap would further submit that the claim of handing over delivery of the vessel to Respondent No.2 on 20 June 2025 is unbelievable as it is incredulous that Respondent No.1 would have handed over delivery of the vessel without even receiving sale consideration and in absence of valid transfer registered under the Merchant Shipping Act. He would submit that the transaction is sham and bogus which is evident from the fact that the invoice in respect of the alleged sale is dated 30 September 2025 with due date of 29 October 2025 whereas payment was already made on 20 September 2025. Mr. Pratap would further submit that the claims of Respondent about payment of entire sale consideration of Rs.4,55,00,000/- to Saraswat Bank and that there being no overflow are fallacious. He submits that the Vessel is valued at USD 20 million (approximately 17.66 crores) which was the offer made by Respondent No.1 to Respondent No.2 on 13 February 2025. That it is inconceivable

that within few days the price would be dropped by 70%. That this shows undervaluation of the vessel and so-called sale at a throw away price just to defeat the claim of the Petitioner and to avoid injunction on sale of the vessel. That payment of entire sale consideration to Saraswat Bank is an irrelevant factor since the sale transaction itself is void and the vessel continues to be in the registered ownership of Respondent No.1. That therefore in the event relief sought for by the Petitioner in respect of the vessel is granted, then it is for Respondent No.2 to take steps to recover the amounts allegedly paid to Respondent No.1. That the conduct of Respondent No.1 clearly shows collusion to deprive the Petitioner of its right to enforce the award against the only asset of the Respondent No.1.

10) Mr. Pratap would further submit that correspondence between Respondent Nos.1 and 2 indicates that Respondent No.2 is not the real buyer. He submits that the factum of sudden drop of price from USD 20,00,000/- to USD 600,000/- within a span of 2 weeks shows that there is large overflow that has been received by Respondent No.1, assuming that the transaction is genuine. That the fact that the buyer has not bothered to ensure registration of the vessel in its name once again raises doubt of claim of genuineness of the transaction.

11) Mr. Pratap would rely upon judgment of the Apex Court in ***Sepco Electric Power Construction Corporation Versus. Power Mech. Projects Ltd.*** [1] in support of his contention that since there is a *prima-facie* case in favour of the Petitioner, interim measure directing provision of security in respect of the awarded amount needs to be passed.

12) Lastly, Mr. Pratap would submit that after deducting the amount payable to Saraswat Bank, there ought to have been overflow of USD 14,60,000/- equivalent of 13.14 crores as per the initial offer price. That therefore Petitioner is entitled to the benefit of that security since

[1] 2022 SCC Online SC 1243

the mortgage amount is much less than the market value of the vessel. He therefore prays for grant of relief in terms of prayer clause (c) of the Petition. In the alternative, he also prays for relief in terms of prayer clause (a).

13) The Petition is opposed by Mr. Khandeparkar, the learned counsel appearing for Respondent No.1, who submits that the vessel MV-HALANI-6 has already been validly sold to Respondent No.2 as recorded in para-4 of the order dated 19 September 2025. That the sale of the vessel is already effected and only post award sale compliances are pending. That there is no dispute to the position that the vessel was mortgaged to Saraswat Bank, who was a secured creditor having first charge over the vessel. That the entire sale consideration is accordingly paid directly to Saraswat Bank. That there is no overflow after payment of consideration amount to Saraswat Bank. He would submit that Respondent No.1 has showed its bonafides by making disclosure before this Court right since inception. He invites my attention to the document showing direct transfer of amount of Rs.4.55 crores by the purchaser (Respondent No.2) in the name of Saraswat Bank. Mr. Khandeparkar would accordingly submit that there is no question of granting any injunction qua the vessel MV HALANI-6 in the light of its valid sale in favour of Respondent No.2.

14) Mr. Khandeparkar would further submit that the Petitioner has not taken any steps for enforcement of the Award. He submits that Section 9 remedy though exercisable after the Award, is not available to the claimant in perpetuity especially when the award-creditor fails to adopt proceedings for enforcement of foreign award. That during pendency of challenge of Respondent No.1 to the Award, no stay is granted and that therefore the Award is enforceable. That it is well settled position that prayer for injunction can always be sought while seeking enforcement of the Award. That therefore independent Petition

under Section 9 of the Arbitration Act filed by the Petitioner need not be entertained especially when the Petitioner has failed to take steps for enforcement of the Award. Mr. Khandeparkar would accordingly pray for dismissal of the Petition.

15) Mr. Ardeshir, the learned Senior Advocate appearing for Respondent No.2-Purchaser would also oppose the Petition. He would submit that Respondent No.2 has voluntarily participated in the proceedings by seeking its impleadment which clearly shows the bonafides of Respondent No.2. That impleadment of Respondent No.2 is not directed after noticing any doubt in the sale transaction. He submits that Respondent No.2 has made direct payment of consideration amount of Rs.4.55 crores to the Saraswat Bank. That there is no overflow after satisfaction of loan amount of Saraswat Bank. He submits that since Saraswat Bank is a secured creditor, even if the vessel was not sold, Petitioner could not have been in position to stop sale of the vessel by the secured creditor especially in the light of the fact that there is no overflow arising out of sale transaction. Inviting my attention to Section 42(2-A) of the Merchants Shipping Act, Mr. Ardeshir would submit that both the conditions specified in Clauses (a) and (b) have been satisfied as the wages and other amounts due to the seamen in connection with their employment on ship have been satisfied. That the owner of the Ship has given notice of transfer to the Director General of Shipping. He invites my attention to the Memorandum of Agreement dated 21 March 2025 and Addendum dated 17 June 2025 to demonstrate that the sale transaction has been validly effected between Respondent Nos.1 and 2. Mr. Ardeshir would submit that Respondent No.2 is a bonafide purchaser for value and therefore no injunction be granted qua the vessel MV HALANI-6. He would pray for dismissal of the Petition.

16) Rival contentions of the parties now fall for my consideration.

17) The disputes between the Petitioner and Respondent No.1 relating to contract dated 27 June 2022 for Sub Time Charter of the vessel NOR GOLIATH in connection with incident/accident occurring on 29 September 2022 were referred to the three Member Arbitral Tribunal under the Singapore International Arbitration Act. By first partial award dated 31 October 2024, all the counterclaims of Respondent No.1 have been rejected. The second partial final award has been made by the Arbitral Tribunal on 25 June 2025 awarding various claims in favour of the Petitioner totally aggregating USD 11,079,802.58/- and contractual rate of interest of 12% p.a. aggregating to USD 3,335,009/-.

18) According to the Petitioner, Respondent No.1 has been a loss-making Company for long and does not possess any asset other than the vessel MV HALANI-6 (IMO No. 9125906). Petitioner apprehended that Respondent No.1 was likely to sell its only asset being the vessel MV HALANI-6 with a view to frustrate execution of the second partial Award dated 25 June 2025. It is with this apprehension that the present Petition is filed by the Petitioner under Section 9 of the Arbitration Act seeking interim measures. Prayers in the Petition have already been reproduced above. Prayer clause (a) seeks direction for deposit of the awarded amount. Prayer clause (b) seeks disclosure of location of the vessel MV HALANI-6. Prayer clause (c) seeks restraint order on transfer/sale of the vessel MV HALANI-6. In prayer clause (d), Petitioner has sought disclosure on various aspects by Respondent No.1 with corresponding prayer (e) for restraint order against transfer/sale of the disclosed assets.

19) This Court has already directed disclosure in terms of prayer clause (d) by ad-interim order dated 19 September 2025 and disclosures have been made by Respondent No.1 by filing Affidavits. Respondent No.1 has also disclosed that the vessel MV HALANI-6 is in physical possession of Respondent No.2. In that view of the matter,

prayer clauses (a) and (c) essentially survive for adjudication at this stage. This is the reason why Mr. Pratap has pressed mainly for prayer clause (c) for an injunction against sale of the vessel-MV HALANI-6. It is only in the alternate that he has also pressed for prayer clause (a) for securing the awarded amount.

20) Petitioner presses for restraint order against Respondent No.1 from transfer/sale of the vessel MV HALANI-6 to secure the amount awarded in the arbitral award in favour of the Petitioner. However Respondent No. 1 has taken a position that the vessel has already been sold by it to Respondent No.2. Petitioner disputes this position and contends that there is no actual sale of the vessel and what is shown is just a sham and bogus transaction to frustrate the enforcement of the award. Therefore, the only issue that remains to be decided at this stage is whether the sale is complete and if not, whether any order can be passed to stall completion of the sale.

21) As observed above, when the Petition was moved with an apprehension of sale of the vessel-MV HALANI-6 by Respondent, this Court passed the following order on 19 September 2025 :-

> 1. This is a Petition under Section 9 of the Arbitration and Conciliation Act, 1996 ("the Act") filed in connection with an award dated June 25, 2025 passed in the Singapore Chamber of Maritime of Arbitration under the Singapore International Arbitration Act. There are two awards – the first partial final award dated October 31, 2024 and the second partial final award dated June 25, 2025.
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> 2. This Petition seeks protective reliefs in respect of the assets of the Respondent, which is a Judgment Debtor in the arbitral award, and essentially, the Petitioner seeks relief in terms of prayer clauses (c) and (d) which read thus:-
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> > (c) or an order and injunction restraining the Respondent from selling and / or transferring and / or leasing and / or mortgaging and / or encumbering in any manner and / or creating any third party rights in respect of the vessel HALANI 6 (IMO No.9125906) wherever the vessel may be lying within or outside India and further restrain the Respondent from moving or sailing the vessel out of the territorial waters of India and / or moving the vessel from its present location;

(d) for an order directing the Respondent to disclose on affidavit the following,

i) All immovable properties (encumbered or unencumbered) wherever situated, whether in India or overseas with complete details sufficient to identify the properties. If any of the immovable properties are in any way encumbered, full particulars of such encumbrance/s and the amounts yet due as secured by those properties must be ordered to be disclosed.

(ii) All movable properties (encumbered or unencumbered), including but not limited to,

a. Non-financial: all non-financial movable assets including all particulars of the acquisition or replacement thereof;

b. Financial assets: all investments and demat accounts with full particulars, including holdings (whether in the nature of shares, debentures, stocks, mutual funds, bonds, crypto currencies, liquid funds, or any other instrument of whatsoever nature) and encumbrances, if any, thereon.

c. Bank accounts: all bank accounts with account numbers, bank names, branches, account types and holding patterns, Fixed Deposits, along with bank statements for the last one year;

d. Bank Lockers: contents of all safety deposit vaults and bank lockers.

(iii) Taxes and Financial Returns: Copies of all tax and financial returns for last three financial years;

(iv) any financial statements which may have been prepared for any financial year after 31st March 2022, whether such financial statements have been audited or not, and to produce these financial statements, whether audited or unaudited;

3. Mr. Pratap, Learned Senior Counsel for the Petitioner would submit that the fruits of the award need to be preserved and he would point to a precarious financial conditions in which the Respondent is placed and would submit that the award would be rendered a paper decree unless urgent protective reliefs are granted by this Court.

4. Mr. Mayur Khandeparkar, Learned Counsel on behalf of the Respondent would submit that the reliefs in terms of injuncting any creation of third party interest on the vessel, namely, HALANI 6 (IMO No.9125906) would be unsustainable inasmuch as the vessel already stands sold to a company called Delta Maritime on March 21, 2025 and requisite applications for regulatory clearances have been filed with the Director General. Shipping, Provident Fund Commercial Office and the Mercantile Marine Department. He would submit that the transfer of the vessel has already been contracted to discharge the dues owed to Saraswat Bank and a sum of Rs.4.6 crores which represents the consideration for such sale would be paid out directly to Saraswat Bank. The vessel is said to be in the physical possession of the said Delta Maritime, and therefore, he would submit that any prayer for relief against the vessel is already rendered infructuous.

5. That apart, Mr. Khandeparkar, would raise a legal submission. According to him, the award has not yet become binding within the meaning of the term under Section 48(1)(e) inasmuch as the right to challenge the award in Singapore is still available to him and the deadline for such challenge is September 25, 2025 which he has instructions to submit, is under preparation. He would point to the provisions of Section 36 (contained in part 1 of the Act) to point out that the expiry of the time period for mounting a challenge is a vital element before which an award cannot be enforced and executed.

6. He would submit that the availability of such interlude of time is a fundamental public policy of India and therefore grant of reliefs in the interregnum would be contrary to the fundamental public policy of India. He would also point to Section 2(2) of the Act to contend that an international award has to become enforceable and recognized under the provisions of Part II of the Act for the provisions of Section 9 to apply to such awards.

7. Mr. Pratap, on the other hand would point out that such a reading of Section 36 would render negatory the other element of the policy underlying Section 9 of the Act. Pointing to Section 9(1), he would submit that the provision entitles any party to approach the Court for protective reliefs before, during or any time after the making of an arbitral award, but it is enforced in accordance with Section 36. He would submit that the very scheme of Section 9 read with Section 36 of the Act would render Section 9 nugatory if the position canvassed by Mr. Khandeparkar were to be accepted. He would submit that it is a well thought of scheme that the jurisdiction under Section 9 is available in fact during the interregnum i.e. between the period in which the award becomes finally enforceable and after the award has been made.

8. Since, no returns have been filed by the Respondent for the three years and attempts to sell the vessel have been noticed after the making of the partial award dated October 31, 20224, the Section 9 Petition has been filed. He would also point to a transcript of the Register under the Merchant Shipping Act, 1958 which would point to the vessel still being in the name of the Respondent and not yet having been sold.

9. Having heard the parties and having examined the submissions, it is evident that during the pendency of the arbitration proceedings the only asset of the Respondent, namely, the aforesaid vessel was sought to be sold and is now confirmed to be sold. There is no doubt that if the only vessel that is the asset of the company has been sold, the company would indeed perhaps been in a precarious position, which is also underlined by the fact that the proceeds of the sale are being directly paid to the lender in discharge of the dues of the Respondent.

10. In these circumstances, case has been made out for the vulnerability of the Petitioner in enjoying the fruits of the arbitral award. What remains to be dealt with is the legal position raised by Mr. Khandeparkar which according to him would point to the Section 9 Court having no power to grant any protective relief until the expiry of the time for challenge to the arbitral award takes place in the teeth of such vulnerability.

11. I am unable to agree prima facie with the proposition canvassed by Mr. Khandeparkar. The very scheme of Section 9 would entail protection being accorded to a Judgment Creditor after the award is made and

before it is enforced. Section 9 cross references to Section 37 and therefore it would not be prima facie reasonable to interpret Section 36 in a manner that unless and until the expiry of the period of challenge takes place, no interlocutory protective relief be granted.

12. The tenure of jurisdiction under Section 9 is also a pointer. Section 9 entails an interim protection normally for a period of 90 days which would typically correspond with any interregnum period between the making of the award and enforcement of the award. It is when the Part II Petition is finally heard and the award is declared to be enforceable, that a final view would be taken on the international award. Pending that if a party is permitted to dissipate its assets and resources, the very scheme of Section 9 would stand undermined.

13. Prima facie, I am not able to accept the proposition that the Section 9 Court has no basis for granting any reliefs whatsoever. Likewise, a reference to Section 2(2) would indicate that subject to an agreement to the contrary, the provisions of Section 9 would be available for an international commercial arbitration. This has to be purposively construed within the same legislative policy scheme that actually deals with Section 9, which cross refers to Section 36.

14. Prima facie, if the arbitral award made or the words used in Section 2(2) contains the phrase wherein an arbitral award "made or to be made" it would indicate that even when an arbitral award is to be made which is likely to be enforceable in India, Section 9 may be invoked. Interlocutory protective relief to ensure that the subject matter of the arbitration agreement is preserved, is available under Section 9.

15. Be that as it may, it is apparent that the only vessel owned by the Respondent is said to have been sold. The Respondent shall file an affidavit providing evidence of such sale and the terms of such sale in a reply to the Section 9 within a period of one week from the upload of this order. The Petitioner may deal with the contents of the same in a rejoinder within a week thereafter. In the interregnum, ad-interim reliefs in terms of prayer clause (d), which is extracted above, would follow.

16. As regards, the proceeds of the sale of the only vessel owned by the Respondent is concerned, the statement made by Mr. Khandeparkar that the proceeds would entirely go towards a discharge of a secured debt to Saraswat Bank is taken on record as submissions made on instructions of his client. The basis of making the statement including documentary support shall also be set out in the affidavit in reply which the Respondent is directed to file.

17. Stand over to October 10, 2025. The disclosure shall be made within a period of one week from the upload of this order.

18. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

22) Thus, by order dated 19 September 2025, this Court *prima-facie* negatived the proposition sought to be canvassed on behalf of the First Respondent that interim measures under Section 9 of the

Arbitration Act cannot be sought until expiry of limitation for challenging the Award. Now that objection is no longer valid since Mr. Khandeparkar has fairly conceded that the Award is enforceable on account of non-grant of any stay thereto by the Singapore High Court.

23) The issue of permissibility to make interim measures in India under Section 9 of the Arbitration Act in the light of introduction of Proviso to Section 2(2) of the Act in relation to an award made in a foreign seated arbitration is no longer *res integra* and is covered by Division Bench judgment of this Court in ***Heligo Charters Pvt. Ltd. Vs,Aircon Feibars FZE***[2].

24) Mr. Khandeparkar has however sought to raise a slightly different objection to the maintainability of the present Petition by contending that once the Award becomes enforceable, the claimant needs to take steps for its enforcement under Section 48 of the Arbitration Act and claim interim reliefs in the enforcement Petition. He submits that once the Award becomes enforceable, party in whose favour Award is made, must file a combined Petition both for enforcement, as well as for seeking interim measures. According to Mr. Khandeparkar, though remedy under Section 9 of the Arbitration Act is available for making of interim measures, such remedy cannot be exercised in perpetuity without taking any steps for enforcement of the Award.

25) The issue of maintainability of Section 9 Petition for execution of domestic award is dealt with in judgment of this Court on ***Centrient Pharmaseuticals India Pvt Lts. Vs. Hindustan Antibiotics Ltd.***[3] in which the issue for consideration was formulated as under:

> A short question which arises for consideration in these proceedings is as to whether prayers for interim measures under Section 9 of the Arbitration

[2] 2018 SCCOnline Bom 1388
[3] 2019 SCCOnline Bom 1614

and Conciliation Act, 1996 (for short, "the Act") are available to an award creditor, during the pendency of the Section 34 proceedings and in a situation that the award has become enforceable.

26) This Court has decided the issue in ***Centrient Pharmaseuticals*** by observing as under:

> 29. As to whether it would be appropriate for a Court to pass interim orders under Section 9 after award has become enforceable was subject matter of consideration in the decisions as referred by Mr. Puri. In the present context, Mr. Puri has rightly relied on the decision of the Single Judge of this Court in Delta Construction Systems Ltd., Hyderabad v. Narmada Cement Company Ltd., Mumbai (supra) wherein the Court has held that the power under Section 9 in all its force must be available to the extent applicable till the Award becomes enforceable and after the Award had become enforceable, the provisions of Order 21 of the Civil Procedure Code would become applicable, as the Award becomes a decree and can be executed as a decree. The Court in paragraph 11 observed thus:—
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> > "11. We then come to the second contention as to whether after the Award has been passed, the power of this court to grant interim relief insofar as Section 9 is concerned is limited. That the Court has power to grant interim relief under Section 9 before the Award becomes enforceable is no longer in issue. See Sunderam Finance Ltd. v. N.E.P.C. India Ltd., The argument is canvassed on behalf of the respondent considering the various expressions used in the various clauses of Section 9 of the Act of 1996. It will be very difficult for the court on first principles to accept that the powers of the court to grant interim relief are wider before an award is passed than that after the passing of an award. On the contrary after the Award is passed, the right of the party to an extent is crystalised. For example, in the case of damages, if earlier it is not debt, after the Award, it becomes crystalised subject to enforcement. All that Section 32 of the Act contemplates is the manner in which proceedings come to an end. It does not mean that when proceedings come to an end there is automatically a decree. The Act itself provides for a challenge under Section 34 or for correction under Section 33. It is only on exhausting these remedies resorted under the Act does the Award become enforceable or if there is no challenge, then on the expiry of the period for challenging the award considering Section 34. It is in these circumstances and knowing that a party cannot be left without a remedy before the Award is enforced, that the legislature in its wisdom has used the expression "before it is enforced". Therefore, the power under Section 9 in all its force must be available to the extent applicable till the Award becomes enforceable. After the Award becomes enforceable the provisions of Order 21 of the Civil Procedure Code are applicable, as the Award becomes a decree and can be executed as a decree"
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> 30. Mr. Puri would also be right in relying on the decision of learned Single Judge of Delhi High Court in SMJ-RK-SD (JV) v. National Highways Authority of India (supra) wherein the learned Single Judge observed that the provisions of Section 9 cannot be invoked to circumvent the provisions of Section 36 of the Act, although Section 9 of the Act is applicable post-award as

well but it is applicable only for the purpose as envisaged under Sub-section (1). The learned Single Judge in paragraph 3 observed thus:—

> "3. Section 36 provides that an award is enforceable only after objections filed under Section 34 are dismissed. Asking respondent to pay the amount of award on the strength of bank guarantee to be furnished by petitioner would be contrary to the express provisions of Section 36. Provisions of Section 9 cannot be invoked to circumvent the provisions of Section 36 of the Act. No doubt Section 9 of the Act is applicable post-award as well but it is applicable only for the purpose as provided under Section 9 namely for preservation and interim custody of the subject matter of arbitration agreement or for securing amount in dispute in arbitration or preservation or inspection of any property or things or for appointment of a receiver. The basic and main purpose of Section 9 is to secure by interim measures the subject matter of dispute. Section 9 of the Act is not meant for execution of award during pendency of objections against the award. I find no force in this petition. The petition is hereby dismissed. No orders as to costs."

31. I am in respectful agreement with the views taken by the learned Single Judge of this Court in Delta Construction Systems Ltd., Hyderabad v. Narmada Cement Company Ltd., Mumbai(supra) as also the learned Single Judge of Delhi High Court in SMJ-RK-SD (JV) v. National Highways Authority of India (supra).

32. The facts in the present case are peculiar. DSM has taken a clear position that despite amended provisions of Section 36(2) staring at DSM, which would require DSM to file an application seeking stay of the award, DSM has thought it appropriate not to move such an application for stay on the award. On the other hand, HAL initially although instituted execution proceedings by filing Darkhast No. 2382 of 2015 and after keeping the execution proceedings pending for quite sometime, as noted above, for reasons best known to it, chose to withdraw the execution proceedings on 21 February 2019. On the basis of the execution proceedings being withdrawn, HAL thought it appropriate to pursue section 9 application. What has emerged from this factual position is that the award is clearly available to HAL to be executed in the manner as provided under Section 36 of the Act, and the award being clearly enforceable, the provisions of Section 9 of the Act, are not available to HAL.

33. In view of the discussion in the foregoing paragraphs, it is quite clear that remedy of filing an application under Section 9 in such a situation was not available to the HAL to be pursued and to seek a prayer for deposit of the award amount, when the award itself had become enforceable. It is also not the case that HAL cannot re-pursue the execution proceedings in view of the fact that there is no stay to the execution of the award.

27) The ratio of the judgment in ***Centrient Pharmaseuticals*** is that an award-creditor cannot avoid execution of award which has become enforceable and exercise only the remedy under Section 9 of the

Arbitration Act. The judgment is rendered in the light of peculiar facts where the award creditor had filed execution proceedings but withdrew the same for pursuing the remedy under Section 9 of the Act for seeking an order for deposit of reg awarded sum. The principles enunciated in ***Centrient Pharmaseuticals*** cannot be strictly applied in facts of the present case as Section 9 Petition is not aimed at seeking enforcement of the award. Also, the scheme of raising objections to the award, for stay and for enforcement in relation to domestic and foreign awards is different. Therefore, I am not inclined to hold the present petition as not maintainable only on the count that the award is enforceable.

28) At the same time, it must be observed that the remedy of granting interim measures under Section 9 is essentially in the aid of substantive remedy of either the arbitration or enforcement. The remedy under Section 9 is not a standalone remedy where the award-creditor has no intention of taking any steps for enforcement of the award and seeks to recover the awarded amount indirectly by seeking interim measures under Section 9 of the Arbitration Act.

29) It is also well settled that the Court *in seisin* of enforcement proceedings can also make interim measures while considering the issue of enforcement of award. The issue for consideration therefore is whether the remedy of seeking interim measures in relation to a foreign award is available in perpetuity, especially when no proceedings for enforcement of the award are initiated? Though the answer to the question may depend on facts of each individual case, I am of the view that ordinarily, Court would refuse to entertain a petition for interim measures under Section 9, when the award creditor exhibits no intention of seeking enforcement of award. Afterall, interim measures under Section 9 of the Arbitration Act in relation to a foreign award can be made *inter alia* to preserve the subject matter of arbitration. Therefore Section 9 remedy would ordinarily be available only when it is demonstrated that the

award creditor is in the process of seeking enforcement of the award but there is imminent danger of dissipation or divergence of the assets by the award debtor.

30) In the present case, the foreign Award is made on 25 June 2025, and the present Petition is filed on 30 July 2025, at which point of time, the sale transaction of the vessel MV Halani-6 was underway. Considering these peculiar facts and circumstances of the case, though the Petitioner has still not filed the proceedings for enforcement of the award, the Petition was clearly maintainable as on 30 July 2025 as the asset of Respondent No. 1 was in the danger of being sold. Since the Petition has remained pending and various orders have been passed from time to time and the pleadings are now complete, it would be appropriate to decide the issue involved in the Petition rather than relegating the Petitioner to the remedy of seeking adjudication of the issue from the enforcement court.

31) Coming to the merits of the present Petition, Respondents have already taken a defence that the sale of the vessel is complete, which is disputed by the Petitioner. It would therefore be necessary to take into consideration the manner in which the sale transaction is effected.

32) The second partial award is made in favour of the Petitioner on 25 June 2025. However, from correspondence between the parties placed on record alongwith the Affidavit of Respondent No.2, it is clear that the parties had started negotiating sale right since January 2025 i.e. well before making of second partial award. Respondent No.2 has placed on record various letters exchanged between Respondent Nos.1 and 2 between 28 January 2025 till 17 March 2025 when the sale price of USD 600,000/- was accepted by Respondent No.2. It appears that Respondent No.1 had sent inquiry for purchase of the vessel-MV HALANI-6 and

Respondent No.2 responded to the offer on 28 January 2025. By letter dated 13 February 2025, Respondent No.1 indicated the sale price of USD 2,000,000/- equivalent to Rs.17.44 crores with readiness to negotiate the said price. However, on 20 February 2025, Respondent No.2 gave counter offer of only USD 500,000/-. Ultimately, the final price was agreed between the parties at USD 600,000/-.

33) Based on the words 'buyers' and 'our buyers' by Respondent No.2 in the correspondence with Respondent No. 1, the Petitioner seeks to question the genuineness of the sale transaction. It is sought to be suggested by the Petitioner that Respondent No.2 is not the real buyer and was acting merely as a broker. I however do not find much substance in the said objection in view of admitted position that consideration price is ultimately paid by Respondent No.2 and Respondent No.2 appears to be the ultimate buyer. Therefore, no surmises can be raised only on account of use of the words 'buyers' or 'our buyers' in the correspondence between the parties.

34) After the sale price was agreed between the parties at USD 600,000/-, Memorandum of Agreement dated 21 March 2025 was executed between Respondent Nos.1 and 2 for sale of the vessel at purchase price of USD 600,000/-. As per the Memorandum of Agreement, the expected time of delivery of the vessel was 17 June 2025. Since the vessel was mortgaged to Saraswat Bank and the sale was being effected to satisfy the loan account of Respondent No.1 with Saraswat Bank, details of Bank Account with Saraswat Bank was provided by Respondent No.1 to Respondent No.2 by letter dated 24 March 2025.

35) Since there were delays in obtaining NOCs from the respective Departments, Respondent No.2 was appointed as a Ship Manager of the vessel which factum was recorded in the Safety

Management Certificate issued by Indian Registry of Shipping on 3 May 2025.

36) In view of the delays in obtaining NOCs, parties executed Addendum dated 17 June 2025 reducing the sale price of the vessel from USD 600,000/- to USD 540,000/-. During pendency of issuance of various NOCs, Respondent No.1 handed over possession of the vessel to Respondent No.2 on 20 June 2025 and the handing over of possession was recorded in the 'Protocol of Delivery' dated 20 June 2025. The sale consideration for the vessel-MV HALANI-6 was paid by Respondent No.2 to the loan account of Respondent No.1 with Saraswat Bank on 20 September 2025.

37) Thereafter, Respondent No.1 obtained NOC from Seafarers Welfare Fund Society for sale of the vessel on 22 September 2025. On 30 September 2025, NOC was issued by Seamens Provident Fund Commissioner, Mumbai for sale of the vessel MV-Halani 6.

38) On 1 October 2025, Saraswat Bank informed the Registry of Indian Shipping that the charge on the vessel was released. On 14 October 2025, Saraswat Bank informed Respondent No.1 that mortgage on the vessel was satisfied and closed. This is how the sale of the vessel MV-Halani-6, has been caused by Respondent No.1 to Respondent No.2.

39) According to the Petitioner, the sale is void in the eyes of law in view of non-compliance with the provisions of Section 42 of the Merchants Shipping Act, 1958. Section 42 of the Act deals with transfer of ships or shares and provides thus :-

> **42. Transfer of ships or shares**.—(1) No person shall transfer or acquire any Indian ship or any share or interest therein 1 [at any time during which the security of India or of any part of the territory thereof is threatened by war or external aggression and during which Proclamation of Emergency issued under clause (1) of article 352 of the

> Constitution is in operation] without the previous approval of the Central Government and any transaction effected in contravention of this provision shall be void and unenforceable.
>
> (2) The Central Government may, if it considers it necessary or expedient so to do for the purpose of conserving the tonnage of Indian shipping, refuse to give its approval to any such transfer or acquisition.
>
> [(2A) No transfer or acquisition of any Indian ship shall be valid unless—
> (a) all wages and other amounts due to seamen in connection with their employment on that ship have been paid in accordance with the provisions of this Act;
> (b) the owner of the ship has given notice of such transfer or acquisition of the ship to the Director-General.]
>
> (3) Subject to the other provisions contained in this section, an Indian ship or a share therein shall be transferred only by an instrument in writing.
>
> (4) The instrument shall contain such description of the ship as is contained in the surveyor's certificate or some other description sufficient to identify the ship to the satisfaction of the registrar and shall be in the prescribed form or as near thereto as circumstances permit and shall be executed by the transferor in the presence of and be attested by at least two witnesses.

40) Under sub-section (2A) of Section 42, no transfer or acquisition of any Indian ship is valid unless conditions prescribed in clauses (a) and (b) are satisfied. So far as condition in clause-(a) is concerned, the same deals with the payment of wages and other amounts due to the seamen in connection with their employment on the Ship. Respondents have relied upon NOCs issued by the Seafarers Welfare Fund Society on 22 September 2025 and NOC by Commissioner, Seafarers Provident Fund Organization dated 30 September 2025 in support of claim of compliance with clause (a) of sub-section (2A) of Section 42. So far as the condition of giving notice of transfer of the Ship to the Director General Shipping is concerned, the Respondents have contended that such notice has been issued. Petitioner disputes this position. In my view, it is not necessary to delve deeper into the aspect of compliance with provisions of Section 42 of the Merchants Shipping Act. The present Petition is filed for the purpose of seeking interim measures *inter-alia* for stalling sale of the vessel by Respondent No.1. In this Petition, this Court is not supposed to rule on validity of the sale of the

vessel. The limited remit of inquiry in the present Petition would be to consider whether the sale has taken place or not and whether there is any scope for directing interim measure in terms of prayer clause (c) in the Petition. It is therefore not necessary to delve deeper into the allegations of legality of transfer of the vessel by Respondent No.1 to Respondent No.2.

41) From the above discussed steps taken by Respondent Nos.1 and 2, it appears that the sale of the Ship has taken place. Whether it is a valid transfer within the meaning of Section 42 of the Merchants Shipping Act is not required to be adjudicated in the present Petition. If and when the same is challenged in other proceedings, that issue could be adjudicated. As of now, it is seen that there is sufficient material to infer that Respondent No.2 has paid consideration for purchase of the Ship. More importantly, the amount of consideration paid by Respondent No.2 has gone directly in the loan account of Respondent No.1 with Saraswat Bank. There appears to be sufficient material to gather that the vessel is sold for the purpose of satisfying the outstanding loan amount of Saraswat Bank by Respondent No.1. Saraswat Bank has received the entire sale consideration and has accordingly confirmed release of its charge over the vessel.

42) The Petitioner has sought to raise several doubts about the sale transaction and has even accused Respondent No.1 of deliberately showing a sham and bogus transaction for the purpose of avoiding liability towards enforcement of the Award. However, there can be no pale of doubt that the vessel was mortgaged to Saraswat Bank. It can also not be disputed that there was an outstanding loan amount by Respondent No.1 payable to Saraswat Bank. Respondents have established that the sale consideration in respect of the vessel has gone entirely towards satisfaction of the said outstanding loan amount and that Saraswat Bank has released charge over the vessel after satisfaction

of outstanding loan amount. Considering the above position, it cannot be contended that Respondent No.1 has created a sham or bogus transaction of sale of the vessel to Respondent No.2 only for the purpose of avoiding liability to satisfy the Award in favour of the Petitioner.

43) Also of relevance is the fact that the vessel was mortgaged with Saraswat Bank, which was the secured creditor. Petitioner would be an unsecured creditor in respect of the said vessel. Therefore, even if the vessel was not to be sold to Respondent No.2 and still remained in the ownership of Respondent No.1, it is doubtful whether Petitioner would have been able to cause sale of the said vessel for satisfaction of amounts due to it by Respondent No.1 under the Award. Admittedly, there is no overflow arising out of sale transaction of the vessel by Respondent No.1. The entire sale consideration amount of Rs.4.55 crores is paid directly in the loan account of Respondent No.1 with Saraswat Bank. Respondent No.1 has admittedly not received any overflow amount out of the said transaction. In that view of the matter, it is difficult to hold that Petitioner could have recovered any amount from sale of the concerned vessel to satisfy the award.

44) Mr. Pratap has also raised the issue of undervaluation of the vessel contending that the original offer price was of USD 2,000,000/- which was reduced to USD 600,000/-. It is therefore sought to be contended that the transaction is not genuine one. It must be observed that this point is not pleaded anywhere in the pleadings, but raised during the course of oral submissions. Be that as it may, the correspondence between Respondent Nos.1 and 2 would indicate that Respondent No.1 initially indicated the sale price of USD 2,000,000/-. However, thereafter negotiations took place between the parties. Respondent No.2 gave counter offer of around USD 500,000/- by letter dated 20 February 2025 which was latter increased to USD 526,000/- by letter dated 3 March 2025. Finally, the parties agreed on the consideration of USD 600,000/-. Therefore, merely because Respondent

No.1 initially indicated the sale price at USD 2,000,000/-, it is difficult to accept that the ultimate sale price of USD 600,000/- is less than market value. Petitioner has not produced any independent valuation of the vessel and is merely raising a surmise based on initial quoted offer. It must also be borne in mind that Saraswat Bank had charge over the vessel and must be keeping a close watch on the sale consideration. In my view, therefore the objection of undervaluation sought to be raised on behalf of Petitioner is without substance and is stated only to be rejected.

45) What is done by the Petitioner is mere raising of doubts in respect of the sale transaction. One of the doubts is in respect of delivery of the vessel which is recorded by 'Protocol of Delivery' executed by Respondent No.1 on 20 June 2025. It is contended that no prudent person would deliver the vessel before payment of consideration price, which is shown to have been paid on 20 September 2025. However, it is seen that the consideration was arrived at by the parties on 17 March 2025 and thereafter Memorandum of Agreement dated 21 March 2025 for sale of the vessel was executed between Respondent Nos.1 and 2. On account of delay in procurement of No Objection Certificates, the parties agreed for reduction of sale consideration from USD 600,000/- to USD 540,000/- by Memorandum of Addendum dated 17 June 2025. Thereafter declaration of Marine Labour Compliance Part-I and Part-II were issued on 6 May 2025 by the Ministry of Port, Shipping and Water Ways. It is in the above background, the Protocol of Delivery dated 20 June 2025 was executed by Respondent No.1 evidencing delivery of the vessel to Respondent No.2 on 20 June 2025. As observed above, the payment of consideration was required to be made directly by Respondent No.2 to Saraswat Bank. This appears to be the reason why the payment is made subsequent to the delivery. In that view of the matter, it is difficult to raise a conjecture of the sale transaction being sham or bogus only on account of delivery of the vessel before the payment.

46) Another doubt raised by the Petitioner is on the basis of invoice dated 30 September 2025 in which payment terms are printed as '30 days from invoice date'. As observed above, the payment was already made by Respondent No.2 on 20 September 2025. Mere reflection of usual format of payment terms in the tax invoice is again not a ground for raising doubt about genuineness of the sale.

47) Mere continuation of registration of the Ship in the name of Respondent No.1 again cannot be a ground for inferring that the sale transaction is sham or bogus. The transfer of registration of Ship has not occurred on account of pendency of certain formalities. The same would not however mean that the sale transaction is bogus.

48) In the facts of the present case, Respondent No.2 does not appear to be a subsidiary or affiliated Company of Respondent No.1. It does not appear that Respondent No.2 is put forth by Respondent No.1 for creating a picture of sale of the vessel with intention of reversal of ownership in favour of Respondent No.1. Saraswat Bank is not going to refund the amount received by it from Respondent No.2. In that view of the matter, it is difficult to draw a surmise that Respondent Nos.1 and 2 have colluded in showing false transaction of sale of the vessel.

49) Transaction of sale of the vessel and effecting transfer of registration of the vessel are different concepts. Section 43 of the Merchants Shipping Act provides for Registry of transfer by making entry of instrument of transfer in the register book. Merely because such entry in the register in the name of Respondent No.2 -transferee is yet to occur, it is difficult to hold, particularly in this limited inquiry, that the transaction of sale itself is sham or bogus. As observed above, the limited remit of inquiry in the present proceedings is whether any restraint order can be passed in respect of the sale of the vessel. In conduct of that inquiry, this Court is not supposed to go into the issue of validity of

transaction of sale. It is only if the Petitioner was in a position to establish that the sale itself has not taken place, then this Court would have proceeded to grant an order of injunction in Petitioner's favour in actually effecting the same. However, Petitioner cannot drive this Court in an enquiry into validity of transaction of sale between Respondent Nos.1 and 2. This Court cannot declare that transaction of sale of the vessel by Respondent No.1 in favour of Respondent No.2 is legally void and thereafter proceeded to pass an order of injunction. This Court is satisfied that the sale has taken place. Therefore this Court is not in a position to pass an order of injunction to prevent a sale which has already taken place. In that view of the matter, prayer clause (c) cannot be granted and deserves to be rejected.

50) Though Mr. Pratap is emphatic in his submission that there is no real transaction of sale by Respondent No.1 in favour of Respondent No.2 and his main thrust of argument was in support of prayer clause (c), in his rejoinder he has also sought to press prayer clause (a) possibly after realizing that this Court cannot go into the issue of validity of transaction of sale. He has accordingly submitted that if relief in terms of prayer clause (c) cannot be granted, alternate relief in terms of prayer clause (a) be granted. In support, following submissions are made in paras-11 and 12 of the written note of arguments:-

> 11. In the event the sale is not valid under the Merchant Shipping Act, and it is clearly not so, the vessel would fetch a much higher value (USD 20,00,000.00) when sold in a genuine bona fide and arms length transaction, than the amount at which it was purportedly sold (USD 5,40,000.00). Since the Saraswat Bank was entitled to receive only USD 5,40,000.00 for release of the mortgage, there would be substantial amounts available to secure the claim of the Petitioner being the difference between USD 20,00,000.00 and USD 5,40,000.00. This would come to USD 14,60,000.00 equivalent to INR 13.14 Crores. Thus the Petitioner would be entitled to the benefit of this security since the mortgage amount is much less than the market value of the vessel as evident from the offer made by R1 to R2 at USD 20,00,000.00 (Rs. 17,66,40,000.00) which is the initial offer made by R1 on 13 February 2025 (pg. 755) and reiterated on 28 February 2025 (pg. 757).

> 12. In the circumstances it is submitted that relief in terms of prayer (c) be granted to the Petitioner against the Respondent. In the alternative relief in terms of prayer (a) be granted.

51) In prayer clause (a), Petitioner has prayed for direction for deposit of awarded sum or to furnish security equivalent to the awarded sum. This prayer is unrelated to the prayer for restraint order on sale of the vessel and cannot be granted as alternative to prayer clause (c). Be that as it may, the above quoted submission shows that prayer clause (a) is also pressed on the strength of arguments of undervaluation. I have already rejected the contention of the Petitioner regarding undervaluation. Petitioner claims that the original offer price was USD 2,000,000/- and that there is difference of USD 1,460,000/- equivalent to Rs.13.14 crores and that therefore the Petitioner is entitled to the benefit of security. This contention is without any basis. The difference between the original offer price and the actual sale price cannot form the basis for directing Respondent No.1 to provide security in respect of the awarded sum in the Award. In my view therefore, even prayer clause (a) cannot be granted, considering the manner in which the same is pressed before me.

52) The conspectus of the above discussion is that the Petitioner cannot be granted any relief in the present Petition which deserves to be dismissed.

53) The Petition is accordingly **dismissed**. Considering the facts and circumstances of the case, there shall be no order as to costs.

[SANDEEP V. MARNE, J.]