



2026:DHC:7971-DB



* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

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Reserved on: 02.06.2026
Date of decision: 18.09.2026

CNR No. DLHC010124872026

+ **FAO(OS) 40/2026 & CM APPL. 19846/2026**

SARR FREIGHTS CORPORATION & ANR.Appellants

Through: Mr. Dayan Krishnan, Sr. Adv. with
Mr. Saurabh Seth, Mr. Shantanu
Aggarwal, Mr. Sukrit Seth, Mr. Sumer
Dev Seth, Ms. Neelampreet Kaur, Mr.
Abhiroop Rathore, Mr. Kabir Dev &
Mr. Sukhbir Singh, Advs.

versus

ARGO CORAL MARITIME LTD.Respondent

Through: Mr. Sandeep Sethi, Sr. Adv. with Mr.
Arvind K Gupta, Ms. Tripti Sharma,
Mr. Krishna Gambhir, Ms. Shreya
Sethi, Mr. Abhiesumat Gupta, Mr.
Ashish Singh, Advs.

CORAM:

HON'BLE MR. JUSTICE VIVEK CHAUDHARY

HON'BLE MS. JUSTICE RENU BHATNAGAR

J U D G M E N T

1. Plaintiffs/appellants have filed the present appeal against order dated 13.03.2026 passed by the learned Single Judge in I.A. No.30141 of 2025 in CS (OS) 868 of 2025, rejecting their *interim* anti-arbitration injunction application.
2. The relevant facts are that plaintiffs/appellants were required to transfer military cargo for United Nation Peace Keeping Force from New



2026:DHC:7971-DB



Delhi to Sudan, which, in transit, was to be shipped from Nhava Sheva Port, Mumbai to Port Sudan. For such transit, broker/agent of appellants, Pirama, and booking agent of the respondent, Ocean7, negotiated terms through exchanged emails/Fixture Recap dated 04.04.2023, followed by a final Booking Note dated 04.04.2023, signed on 05.04.2023 by SARR Freight Corporation/appellant no.1 and the agent of defendant/respondent. Clause 23 of the emails/Fixture Recap provided “*English law and London arbitration*” to apply. However, the Booking Note only applied additional rider Clause 20 to 41, attached to it. The Booking Note has five pages annexed to it, containing Clauses 1 to 43, of them 41 to 43 appearing on the last page, and this entire set is signed at the bottom of each page, including at the end, below Clause 43, by the appellant, party in person, and Ocean7, booking agent of the respondent. There is no arbitration provided till Clause 41 and the same appears only in Clause 43, providing “*Bimco Dispute Resolution Clause latest edition to apply, subject to English Law and LMAA Terms and Procedures*”. No bill of lading was issued in the present matter.

3. On 18.04.2023, the United Nations released an advisory declaring cargo movements through all ports of Sudan as unsafe. Thus, appellants cancelled the Booking Note invoking *force majeure* events. A dispute arose and defendant/respondent gave notice invoking arbitration under Clause 43 of the Booking Note. The plaintiffs/appellants agreed for arbitration subject to their right to dispute the jurisdiction of the Tribunal.

4. The disputes arising out of the Booking Note became subject matter of two arbitration references. The first arbitration was commenced by the respondent through Notice of Arbitration dated 27.07.2023. However,



2026:DHC:7971-DB



during the course of such proceeding, the LMAA by its order dated 22.11.2024 found, that, though the respondent assert that the arbitration stand commenced against charterer i.e., SARR Freights, the Booking Note is signed by SARR Freights Corporation, while the appointment of the arbitrator is made only on behalf of SARR Freights Limited. Therefore, Tribunal was prima facie of the view, that it appeared to be constituted only between the respondent and SARR Freights Limited/appellant no.2 and would thus only bind SARR Freights Limited/appellant no.2, and not SARR Freights Corporation/appellant no.1. Consequently, the respondent issued a fresh Notice of Arbitration dated 06.12.2024, also invoking fresh arbitration against SARR Freights Corporation, without prejudice to the earlier notice dated 27.07.2023. Both references were directed to be consolidated and heard concurrently for determination of the common preliminary issues.

5. After exchange of pleadings, four preliminary issues were framed, two relevant for the present appeal are:-

“1. Was any arbitration agreement agreed between the parties, in either or both the fixture recap dated 4 April 2023, or the booking note dated 4 April 2023, such that this tribunal has jurisdiction to hear the disputes in this reference, and if so, in what terms?”

2. Should the booking note be rectified by substituting the words “clause 20–43” for “clause 20–41”?”

6. By a partial award dated 18.10.2025, while one member of the Tribunal held in favour of plaintiffs/appellants, other two, forming majority view of the Tribunal, applying English Common law, held that the parties had agreed to English law and London arbitration under the Fixture Recap



2026:DHC:7971-DB



and, on a true construction of the Booking Note consistent with business common sense, that disputes were to be referred to London arbitration under Clause 43 of the additional rider clauses attached. They further held that the “*BIMCO Law and Arbitration Clause London 2020*” is the “*latest edition*” for the purposes of Clause 43 and provides for LMAA arbitration in London by a tribunal of three arbitrators, with English law governing the same. They also held that the reference to ‘41’ is a typographical error and ought to be rectified to ‘43’, in accordance with the parties’ intention as reflected in the Fixture Recap. Aggrieved by the arbitration proceedings commenced by the defendant/respondent in London before the LMAA, the plaintiffs/appellants approached the learned Single Judge of this Court by way of the present suit seeking an anti-arbitration injunction and also such an *interim* injunction.

7. The learned Single Judge, has relied upon Judgments of the Supreme Court in ***Govind Rubber Limited v. Louis Dreyfus Commodities Asia Private Limited***, (2015) 13 SCC 477; and ***Trimex International FZE Limited, Dubai v. Vedanta Aluminium Limited, India***, (2010) 3 SCC 1, which hold that an agreement even if not signed by the parties, can be spelt out from the correspondence exchanged between the parties. Applying the said principle, the learned Single Judge held that as per intention of parties as ascertained from the Fixture Recap, Clauses ‘20-41’ in the Booking Note is an inadvertent error and an oversight, which should be ‘20-43’. The learned Single Judge held that looking into the facts of the present case, parties agreed for an arbitration clause in the Fixture Recap, though the same is absent in the Booking Note. Consequently, the learned Single Judge by the impugned order held that a valid arbitration agreement can be read from



Clause 43 and thus, rejected the application for *interim* anti-arbitration injunction. The learned Single Judge also held that this Court at Delhi has jurisdiction as fundamental and substantial part of the cause of action has arisen within the territorial jurisdiction of this Court.

8. Learned Senior Counsel, Mr. Dayan Krishnan, appearing on behalf of the appellants, submits that the part of cause of action has arisen in Delhi as the Booking Note is signed in Delhi, by the appellants based in Delhi and the cargo was required to be transported from Delhi in the first instance. Therefore, this Court would have jurisdiction in the present dispute. He further submits that the Booking Note is the final agreement duly signed between the parties and it contemplates all the terms and conditions which are finally agreed by them. It expressly provides that it shall prevail over any previous arrangements and thus, must prevail over earlier Fixture Recap. It is submitted that the Special Terms box of the Booking Note records that additional rider Clauses '20-41' attached will apply. It leaves out Clauses 1 to 19 and again Clauses 42 and 43, which contains the arbitration clause. He further submits that the reference to Clauses '20-41' is deliberate, and more than one clause in the Standard Form of the Booking Note stands modified in the signed Booking Note. He points out that Clauses 41, 42 and 43 appear on the same page of the additional riders, which is also the last page of the Booking Note and is signed at the bottom by the parties, as also done on the entire set. Merely signing at bottom of Clauses 42 and 43 will not apply them upon parties as they have specifically provided which clauses are to apply. It is, therefore, submitted that the reference to Clauses '20-41' cannot be treated as a mistake or mere typographical error. It is submitted that there



is no scope for the Court or the Tribunal to rewrite the agreement of parties by substituting '20-43' for '20-41', when there is no ambiguity in the same. It is submitted that Sections 91 and 92 of the Indian Evidence Act, 1872, squarely covers the dispute and there is neither any reason nor scope to apply the English Law, and anti-arbitration injunction ought to be granted. Reliance is placed upon ***Kamla Devi v. Takhatmal***, AIR 1964 SC 859; ***BSES Ltd. v. Fenner India Ltd.***, (2006) 2 SCC 728; ***Mcdonald's India Private Limited v. Vikram Bakshi & Ors.***, 2016 SCC OnLine Del 3949; ***DR Bina Modi v. Lalit Kumar Modi & Ors.***, 2020:DHC:3729-DB; ***Union of India v. Kishorilal Gupta and Bros.***, 1959 SCC OnLine SC 6; ***Roop Kumar v. Mohan Thedani***, (2003) 6 SCC 595; and ***Joshi Technologies International Inc. v. Union of India***, (2015) 7 SCC 728.

9. *Per contra*, learned Senior Counsel, Mr. Sandeep Sethi, appearing on behalf of the respondent, firstly raises an objection to the jurisdiction of this Court to entertain the present dispute and submits that this Booking Note was for movement of cargo from Mumbai to Sudan. Therefore, in India, it is the Courts of Mumbai which would have jurisdiction. He further submits that the terms were finalized between the parties by the Fixture Recap, which were to be carried over to the Booking Note, and the Fixture Recap and Booking Note cannot be read in isolation. The Fixture Recap, exchanged prior to the Booking Note, in Clause 23 provides "*English law and London arbitration*". The Booking Note issued pursuant to and in continuation of the Fixture Recap is supposed to contain the same. It is further submitted that parties have signed below the Clause 43 and in fact recording of Clause '20-41' is a typographical error. Clause 43 of the



2026:DHC:7971-DB



Booking Note containing the arbitration clause is intended to be part of the contractual arrangement between the parties. It is lastly submitted that the Court or the Tribunal can substitute '20-43' for '20-41'. Reliance is placed upon *Anglo American Metallurgical Coal Pty. Ltd. v. MMTC Ltd.*, (2021) 3 SCC 308, and the following foreign judgments, namely, *FSHC Group Holdings Limited v. Glas Trust Corporation Limited*, [2019] EWCA Civ 1361; *Electrosteel Castings Limited v. Scan-Trans Shipping & Chartering SDN BHD*, [2002] EWHC 1993 (Comm); and *Poralu Marine Australia Pty Ltd v. MV Dijksgrecht*, [2023] FCAFC 147.

10. We have heard learned Senior Counsel for the parties at length and have perused the record. They have raised the following issues before us.

- (i) whether this Court has jurisdiction to entertain the present dispute.
- (ii) whether as per law applicable, it is the Booking Note which is the final agreement between the parties and/or whether the Court can modify the same by reading into the earlier exchanged emails/Fixture Recap, if so, under what circumstances.
- (iii) whether the Tribunal has jurisdiction to hear the matter or an anti-arbitration injunction ought to be granted ?

11. So far as the issue of jurisdiction of this Court is concerned, the learned Single Judge found that the Booking Note is signed in Delhi by the plaintiffs, based in Delhi. Further, the cargo was required to be transported from Delhi in the first instance, and enforcement proceedings, if any, would necessarily be also pursued in Delhi. Thus, learned Single Judge held that this Court at Delhi has jurisdiction in the present matter, as fundamental and



substantial part of the cause of action arises within the territorial jurisdiction of this Court.

12. Learned Senior Counsel for the respondent could not dispute that appellants have their permanent office in Delhi, signed the Booking Note in Delhi and the enforcement proceedings would also be put in force against the appellants, if required, at Delhi only. We, thus, find force in the submission of the learned Senior Counsel for the appellants and the findings of the learned Single Judge. Once a substantial part of the cause of action has occurred in Delhi, the Courts at Delhi would have jurisdiction to entertain the suit. The learned Single Judge has at length considered all the facts and the law applicable on this issue, which we approve and do not find any necessity to repeat the same. Merely because multiple courts can have jurisdiction, including that of Mumbai, Courts in Delhi would not lose to have jurisdiction, when admittedly part of cause of action has arisen within its jurisdiction.

13. So far as jurisdiction of Indian Courts with regard to validity or existence of arbitration agreement is concerned, a Division Bench of this Court in ***Mcdonald's*** (supra), held: -

*“52. It is also important to note that although the competence-competence principle was applicable and the arbitral tribunal had the requisite competence to determine its own jurisdiction, the courts in England retained the jurisdiction to determine the issue as to whether there was ever an agreement to arbitrate. In our view, the same principle would apply insofar as the courts in India are concerned. **The courts in India would certainly have the jurisdiction to determine the***



question as to whether an arbitration agreement was void or a nullity.”

(emphasis added)

14. We are in agreement with the aforesaid view of the Division Bench and find that this Court has jurisdiction in the present dispute.

15. Now, the second issue raised, whether as per law applicable, it is the Booking Note which is the final agreement between the parties and/or whether the Court can modify the same by reading into the earlier exchanged emails/Fixture Recap, if so, under what circumstances. Relevant sections of the Indian Evidence Act, 1872, for our purposes are:-

“91. Evidence of terms of contracts, grants and other dispositions of property reduced to form of document. —When the terms of a contract, or of a grant, or of any other disposition of property, have been reduced to the form of a document, and in all cases in which any matter is required by law to be reduced to the form of a document, no evidence shall be given in proof of the terms of such contract, grant or other disposition of property, or of such matter, except the document itself, or secondary evidence of its contents in cases in which secondary evidence is admissible under the provisions hereinbefore contained.

...

92. Exclusion of evidence of oral agreement. —When the terms of any such contract, grant or other disposition of property, or any matter required by law to be reduced to the form of a document, have been proved according to the last section, no evidence of any oral agreement or statement shall be admitted, as between the parties to any such instrument or their representatives in interest, for the purpose of contradicting, varying, adding to, or subtracting from, its terms:

...



Proviso (6). — Any fact may be proved which shows in what manner the language of a document is related to existing facts.

93. Exclusion of evidence to explain or amend ambiguous document. — When the language used in a document is, on its face, ambiguous or defective, evidence may not be given of facts which would show its meaning or supply its defects.

94. Exclusion of evidence against application of document to existing facts. — When language used in a document is plain in itself, and when it applies accurately to existing facts, evidence may not be given to show that it was not meant to apply to such facts.

95. Evidence as to document unmeaning in reference to existing facts. — When language used in a document is plain in itself, but is unmeaning in reference to existing facts, evidence may be given to show that it was used in a peculiar sense.”

(emphasis added)

16. The law on this subject can be traced as far back as in **Ottoman Bank of Nicosia v. Ohanes Chakarian**, AIR 1938 PC 26, where the Privy Council held:-

“10. ...if the contract is clear and unambiguous, its true effect cannot be changed merely by the course of conduct adopted by the parties in acting under it.”

17. In **Ganga Saran v. Ram Charan Ram Gopal**, 1951 SCC 1053, the Supreme Court held:-

“12. ...Since the true construction of an agreement must depend upon the import of the words used and not upon what the parties choose to say afterwards, it is



unnecessary to refer to what the parties have said about it.”

18. In **Kamla Devi v. Takhatmal** (supra), the Supreme Court held:-

“8. ...

*Sections 94 to 98 of the Indian Evidence Act afford guidance in the construction of documents; they also indicate when and under what circumstances extrinsic evidence could be relied upon in construing the terms of a document. Section 94 of the Evidence Act lays down a rule of interpretation of the language of a document when it is plain and applies accurately to existing facts. It says that evidence may be given to show that it was not meant to apply to such facts. When a Court is asked to interpret a document, it looks at its language. **If the language is clear and unambiguous and applies accurately to existing facts, it shall accept the ordinary meaning, for the duty of the Court is not to delve deep into the intricacies of the human mind to a certain one's undisclosed intention, but only to take the meaning of the words used by him, that is to say his expressed intentions.** Sometimes when it is said that a Court should look into all the circumstances to find an author's intention, it is only for the purpose of finding out whether the words apply accurately to existing facts. **But if the words are clear in the context of the surrounding circumstances, the Court cannot rely on them to attribute to the author an intention contrary to the plain meaning of the words used in the document.**”*

(emphasis added)

19. In **Roop Kumar** (supra), the Supreme Court held:-

“13. Section 91 relates to evidence of terms of contract, grants and other disposition of properties reduced to form of document. This section merely forbids proving the contents of a writing otherwise than by writing itself; it is covered by the ordinary rule of law of evidence,



applicable not merely to solemn writings of the sort named but to others known sometimes as the "best evidence rule". It is in reality declaring a doctrine of the substantive law, namely, in the case of a written contract, that of all proceedings and contemporaneous oral expressions of the thing are merged in the writing or displaced by it. (See Thaver's Preliminary Law on Evidence p. 397 and p. 398; Phipson Evidence 7th Edn. p. 546; Wigmore's Evidence p. 2406.) It has been best described by Wigmore stating that the rule is no sense a rule of evidence but a rule of substantive law.

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17. It is likewise a general and most inflexible rule that wherever written instrument are appointed, either by the requirement of law or by the contract of the parties, to be the repositories and memorials of truth, any other evidence is excluded from being used either as a substitute for such instruments, or to contradict or alter them. This is a matter both of principle and policy. It is of principle because such instruments are in their own nature and origin, entitled to a much higher degree of credit than parol evidence. It is of policy because it would be attended with great mischief if those instruments, upon which men's rights depended, were liable to be impeached by loose collateral evidence. (See Strake on Evidence p. 648).

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21. The grounds of exclusion of extrinsic evidence are : (i) to admit inferior evidence when law requires superior would amount to nullifying the law, and (ii) when parties have deliberately put their agreement into writing, it is conclusively presumed, between themselves and their privies, that they intended the writing to form a full and final statement of their intentions, and one which should be placed beyond the reach of future controversy, bad faith and treacherous memory."

(emphasis added)



20. Again, the Supreme Court in **Rajasthan State Industrial Development & Investment Corpn. v. Diamond & Gem Development Corpn. Ltd.**, (2013) 5 SCC 470, taking into consideration the long-settled law, held:-

“IV. Interpretation of the terms of contract

23. A party cannot claim anything more than what is covered by the terms of contract, for the reason that contract is a transaction between the two parties and has been entered into with open eyes and understanding the nature of contract. Thus, contract being a creature of an agreement between two or more parties, has to be interpreted giving literal meanings unless, there is some ambiguity therein. The contract is to be interpreted giving the actual meaning to the words contained in the contract and it is not permissible for the court to make a new contract, however reasonable, if the parties have not made it themselves. It is to be interpreted in such a way that its terms may not be varied. The contract has to be interpreted without any outside aid. The terms of the contract have to be construed strictly without altering the nature of the contract, as it may affect the interest of either of the parties adversely. [Vide United India Insurance Co. Ltd. v. Harchand Rai Chandan Lal [(2004) 8 SCC 644 : AIR 2004 SC 4794] and Polymat India (P) Ltd. v. National Insurance Co. Ltd. [(2005) 9 SCC 174 : AIR 2005 SC 286]]”

(emphasis added)

21. In **Mangala Waman Karandikar v. Prakash Damodar Ranade**, (2021) 6 SCC 139, the Supreme Court held:-

“14. The High Court in order to answer the question utilised Section 95 of the Evidence Act, which reads as under:

“95. Evidence as to document unmeaning in reference to existing facts.—When language used in a document is plain



in itself, but is unmeaning in reference to existing facts, evidence may be given to show that it was used in a peculiar sense.

Illustration

A sells to B, by deed, “my house in Calcutta”.

A had no house in Calcutta, but it appears that he had a house at Howrah, of which B had been in possession since the execution of the deed.

These facts may be proved to show that the deed related to the house of Howrah.”

Aforesaid section is part of Chapter VI, which deals with “Of the exclusion of oral by documentary evidence” containing Sections 91 to 100. Section 92 reads as under:

“92. Exclusion of evidence of oral agreement.—When the terms of any such contract, grant or other disposition of property, or any matter required by law to be reduced to the form of a document, have been proved according to the last section, no evidence of any oral agreement or statement shall be admitted, as between the parties to any such instrument or their representatives in interest, for the purpose of contradicting, varying, adding to, or subtracting from, its terms:

Proviso (6).—Any fact may be proved which shows in what manner the language of a document is related to existing facts.

15. It is manifest from these two sections that it is only in cases where the terms of the document leave the question in doubt, then resort could be had to the proviso. But when a document is a straightforward one and presents no difficulty in construing it, the proviso does not apply. In this regard, we may state that Section 95 only builds on Proviso (6) of Section 92.”

(emphasis added)



22. In *Annaya Kocha Shetty (Dead) through Lrs. v. Laxmibai Narayan Satose Since Deceased through Lrs. and Others*, 2025 SCC OnLine SC 758, the Supreme Court recently held:-

“16.... At the outset, let us refer to the ratio of this Court in Provash Chandra Dalui (supra) on the construction of the basic agreement between the plaintiff and the defendant. This Court held that the court must look at the words used in the contract unless they are such that one may suspect that they do not convey the intention correctly. If the words are clear, there is very little the court can do about it. In constructing a deed, looking at the surrounding circumstances and subject matter is legitimate only if the words used are doubtful.

17. The guide to the construction of deeds and tools adopted can broadly be summarised as follows:

17.1 The contract is first constructed in its plain, ordinary and literal meaning. This is also known as the literal rule of construction.

17.2 If there is an absurdity created by literally reading the contract, a shift from literal rule may be allowed. This construction is generally called the golden rule of construction.

17.3 Lastly, the contract may be purposively constructed in light of its object and context to determine the purpose of the contract. This approach must be used cautiously.”

23. The Indian law is codified and long-settled. Once the terms of an agreement have been reduced to the form of a document, signed by the parties, and are clear and unambiguous, the terms of such agreement are to be proved from the document itself, and no evidence of prior negotiations, correspondence or communications is admissible for the purpose of contradicting, varying, adding to or subtracting from its terms. The parties,



during negotiations, are free to alter or modify the terms. However, once they have reduced their agreement into a written and signed agreement, the same governs the terms agreed between them. Where the language used in the document is plain in itself and applies accurately to the existing facts, no evidence can be given to show that it was not meant to apply to such facts. It is only where the language is not clear, ambiguous or defective that the surrounding circumstances or other evidence may be looked into, to explain or supply its meaning. The Court is, therefore, barred from relying upon prior negotiations, correspondence or communications to contradict, vary, add to or subtract, from clear and unambiguous terms of the written agreement. The true construction of the contract must depend upon the import of the words used therein, and the intention of the parties is to be ascertained from the language of the agreement itself.

24. In **Anglo American Metallurgical** (supra), the Supreme Court held:-

“38. The approach of the Singapore Court of Appeal has our broad approval, being in line with the modern contextual approach to the interpretation of contracts. When Proviso (6) and Illustration (f) to Section 92, Section 94 and Section 95 of the Evidence Act are read together, the picture that emerges is that when there are a number of documents exchanged between the parties in the performance of a contract, all of them must be read as a connected whole, relating each particular document to “existing facts”, which include how particular words are used in a particular sense, given the entirety of correspondence between the parties. Thus, after the application of Proviso (6) to Section 92 of the Evidence Act, the adjudicating authority must be very careful when it applies provisions dealing with patent ambiguity, as it must first ascertain whether the plain



language of a particular document applies accurately to existing facts. If, however, it is ambiguous or unmeaning in reference to existing facts, evidence may then be given to show that the words used in a particular document were used in a sense that would make the aforesaid words meaningful in the context of the entirety of the correspondence between the parties.”

(emphasis added)

25. Learned Senior Counsel for the respondent places strong emphasis on the opening lines of paragraph 38 and submits that the approach adopted by the Singapore Court of Appeal is approved by our Supreme Court, and on this premise tries to read into the other judgments of Common law to support his case. We find such submission to be misplaced. The law settled is not one line in a judgment but a continuous flow of judicial thought, spread over a period of time and affirmed by different judgments. From 1938 to the present, the legal position on the aforesaid subject has remained well-settled. Even a reading of the entire judgment in ***Anglo American Metallurgical*** (supra) shows that the Supreme Court only affirmed the long-standing view of Indian Courts that if the language of the contract is clear and unambiguous, the same has to be given effect to. It is only where the language is ambiguous or unmeaningful in reference to the existing facts that the Court may examine the surrounding circumstances to ascertain its true meaning. The very language of paragraph 38 itself says “***as it must first ascertain whether the plain language of a particular document applies accurately to existing facts***”. The judgment further proceeds to affirm the earlier case laws on this issue including ***Kamla Devi*** (supra). In the given facts, if the Court finds any ambiguity in any clause of the Booking Note in



its application to the existing facts, then this paragraph is to be read. The same is also provided under Proviso (6) to Section 92 and Section 95 of the Indian Evidence Act, 1872. However, where the language of the Booking Note is clear and unambiguous in the existing facts, there is no occasion to invoke Proviso (6) to Section 92 or Section 95. In such a case, Sections 91, 92 and 94 of the Indian Evidence Act, 1872 govern the interpretation, and the Court must give effect to the plain meaning of the terms agreed between the parties.

26. So far as judgments of foreign courts relied upon by the learned Senior Counsel for the respondent is concerned, in cases, where the Indian law is well-settled and there is no ambiguity with regard to the same, there is no occasion to rely upon foreign judgments. In **BSES Ltd. v. Fenner India Ltd** (supra), the Supreme Court in paragraph 14 conclusively held that ***“when the law in India is clear, settled and without any deviation whatsoever, there is no occasion to rely upon foreign case-law”***. The question before us is with regard to law as applicable in India. It has to be examined in the light of the Indian codified law and judgments of Indian Courts, and not foreign courts. Nevertheless, since reliance has been placed upon these foreign judgments, we proceed to consider them.

27. In **FSHC Group** (supra), the Court of Appeal (Civil Division), Royal Courts of Justice, London, held:-

“51. The jurisdiction of the Court of Chancery to correct mistakes in written instruments by rectification can be traced back to its roots in canon and Roman law. Cases in which the remedy was recognised can be found in the sixteenth and seventeenth centuries. In the middle of the eighteenth century, in Henkle v Royal Exchange



*Assurance Co (1749) 1 Ves S 317, 318, Lord Hardwicke LC sitting in the Court of Chancery was in “no doubt, that this court has jurisdiction to relieve in respect of a plain mistake in contracts in writing as well as against frauds in contracts: so that **if reduced into writing contrary to intent of the parties, on proper proof that would be rectified.**” In *Shelburne v Inchiquin* (1784) 1 Bro CC 336, 341, on a claim to rectify a written agreement made in contemplation of marriage, Lord Thurlow LC considered it “**impossible to refuse, as incompetent, parol evidence, which goes to prove, that the words taken down in writing were contrary to the current intention of all parties.**” These statements of principle were approved by Lord Eldon LC in *Townshend v Stangroom* (1801) 6 Ves 328, 333. Half a century later in *Fowler v Fowler* (1859) 4 De G & J 250, 264, Lord Chelmsford LC said:*

“The power which the court possesses of reforming written agreements where there has been an omission or insertion of stipulations contrary to the intention of the parties and under a mutual mistake is one which has been frequently and most usefully exercised.”

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141. We find this analysis illuminating. Applying the distinction between the two forms of rectification, it can be seen that the judges who at one time espoused the view that it was necessary to find a prior concluded contract before an order for rectification could be made were treating the only permissible form of rectification for common mistake as the first form of rectification described by Lord Hoffmann, based on the principle that **the court should give effect to what the parties have contractually agreed to record in their document.** This explains the dictum of James V-C in *Mackenzie v Coulson* (1869) LR 8 Eq 368, 375, that:



“Courts of Equity do not rectify contracts; they may and do rectify instruments purporting to have been made in pursuance of the terms of contracts.”

(emphasis added)

28. In ***Poralu Marine Australia*** (supra), the Australian Federal Court following English Common law, held:-

*“57. In our opinion, the primary judge erred in rejecting Poralu’s argument that the second recap was the contract of carriage. That is because, in our opinion, the second recap concluded the contract of carriage. Mr Gires’ filling out and returning of the booking note form on 8 November 2019 can only be viewed as an attempt to proceed consistently with the first category of cases identified in Masters 91 CLR at 360 (and see too Lloyd LJ’s fourth principle in Pagnan [1987] 2 Lloyd’s Rep at 619; RTS Flexible [2010] 1 WLR at 773 [49]), being where **“the parties have reached finality in arranging all the terms of their bargain and intend to be immediately bound to the performance of those terms, but at the same time propose to have the terms restated in a form which would be fuller or more precise but not different in effect”**. Despite the inaccuracies in how the agreement between the parties was recorded in the booking note, those inaccuracies did not evidence or result from any act or intention of the parties to change the terms already agreed in the second recap.*

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184. The existence and terms of an informal contract is determined objectively as a question of fact: Realstate.com.au Pty Ltd v Hardingham [2022] HCA 39; (2022) 406 ALR 678 at [15]- [17] (Kiefel CJ and Gageler J), [43]-[45] (Gordon J), [82]-[87] (Edelman and Steward JJ); Crown Melbourne Ltd v



*Cosmopolitan Hotel (Vic) Pty Ltd [2016] HCA 26; (2016) 260 CLR 1 at [27] (French CJ, Kiefel and Bell JJ), see, also, [54] (Gageler J, dissenting), [131] (Keane J), [196] (Nettle J), [245]-[246] (Gordon J, dissenting); Masterton Homes Pty Ltd v Palm Assets Pty Ltd [2009] NSWCA 234; (2009) 261 ALR 382 at [90] (and the cases cited therein) (Campbell JA, Allsop P and Basten JA, agreeing). **Consideration of surrounding circumstances and post-contractual conduct is permissible when the existence or terms of an informal contract are in issue:** *County Securities Pty Ltd v Challenger Group Holdings Pty Ltd* [2008] NSWCA 193 at [20]. **The consideration of evidence of these matters does not involve interpreting the terms the parties have agreed, but, rather the question of whether the parties have made an agreement and, if so, on what terms. There are no words to interpret; the question is what words were used to express the agreement or 'what did the parties agree?':** *County Securities* at [7].”*

(emphasis added)

29. Same view is taken in *Electrosteel Castings* (supra). From the aforesaid judgments, it falls, that, under the English Common law, which is also followed in Australia, where the parties have already reached an agreement, be it oral or by exchange of documents or correspondence, and a written instrument is thereafter executed to record the terms of such agreement, the Court may examine the prior oral agreement, negotiations, communications or surrounding circumstances to determine whether the written instrument correctly records the prior agreement between the parties. Where there has been an omission or insertion in the written instrument contrary to the prior common intention of the parties and such mistake is



established, the Courts under the English Common law may rectify the instrument so as to give effect to the prior agreement which the parties had actually reached. The Court does not rectify the agreement itself, but only the written instrument which purports to record the terms of the agreement. Thus, the English Common law permits the Court, in an appropriate case, to look beyond the written instrument and examine the prior negotiations and communications for the purpose of determining whether the instrument correctly records the parties' prior agreement and, if not, to rectify the instrument accordingly.

30. Thus, the English Common law is materially different from the above noted position under the codified Indian law, under which, once the terms have been reduced into a written and signed agreement, prior negotiations, correspondence or communications cannot be relied upon for contradicting, varying, adding to or subtracting from the terms of the written agreement, unless they are ambiguous or defective.

31. Thus, not merely, as noted above, the Indian law is well-settled, having no ambiguity whatsoever, but the same is materially different from the foreign law and, therefore, this Court cannot rely upon any such foreign law judgment for the purposes of the present case.

32. So far as reliance placed by the learned Single Judge, on **Govind Rubber** (supra) and **Trimex** (supra) is concerned, the relevant para of **Govind Rubber** (supra) read:-

*“12. There may not be any dispute with regard to the settled proposition of law that an **agreement even if not signed by the parties can be spelt out from correspondence exchanged between the parties.***



However, it is the duty of the court to construe correspondence with a view to arrive at the conclusion whether there was any meeting of mind between the parties which could create a binding contract between them. It is necessary for the court to find out from the correspondence as to whether the parties were ad idem to the terms of contract”

(emphasis added)

The relevant para of **Trimex** (supra) read:-

*“60. It is clear that **in the absence of signed agreement between the parties**, it would be possible to infer from various documents duly approved and signed by the parties in the form of exchange of emails, letter, telex, telegrams and other means of telecommunication.”*

(emphasis added)

33. In both the aforesaid cases, there was no signed written agreement between the parties. Therefore, the correspondence exchanged between them was examined to ascertain whether the parties had arrived at a consensus and intended to be bound by the terms thereof. The position is materially different in the present case, where the parties, after negotiations, finally executed a written agreement, which is duly signed and the same categorically states that it shall prevail over any previous arrangements. Thus, both the aforesaid judgments are also not applicable to the facts of the present case.

34. We now proceed to examine the Booking Note on the basis of the aforesaid settled law.

35. A perusal of the Standard Form of the Booking Note of Ocean7, booking agent of respondent, shows that the Special Terms box in normal course provides “*Special terms, if agreed*” and “*As per additional rider clause 20-41 in attached*”. Thus, the arbitration clause contained in Clause



2026:DHC:7971-DB



43 does not find place in the Standard Form. This shows that an arbitration clause is not part of standard business practice and the same has to be specifically agreed upon by the parties. The same appears to be also reasonable, as parties from all over the world enter into agreements with the booking agent of the respondent. The arbitration clause can only be with the consent of the parties. They may agree for an arbitration or may not; they have option for a particular arbitration forum in one country or another; and they have option with regard to the laws applicable to such arbitration proceedings. Therefore, no arbitration clause finds place in the Standard Form of the Booking Note as the same, including the forum and the jurisdiction, has to be agreed by the parties specifically. The Ocean7, booking agent of the respondent, is required to fill their said Standard Form, for different agreements with parties from different countries, day in and out. In every case, if the parties agree for an arbitration clause, forum and applicable law, the same has to be specifically filled in the Special Terms box. Thus, it is difficult to accept that the booking agent of respondent committed a mistake in doing something which was part of its daily course of conduct.

36. Now coming to the Booking Note entered into between the parties, in addition to the aforesaid Standard terms, the Special Terms box in the signed Booking Note is specifically filled in by the parties with four additional terms, namely:-

“Special terms, if agreed

-24 hours reversible grace time in case of berthing/port congestion.

-Any delays due to swell not to count as detention.



2026:DHC:7971-DB



-Any slings/wires/cradles/saddle/spreaders/bars etc., not already onboard the vessel, are to be arranged by owners considering very normal break bulk cargo and max weight 18 tons.

-Carrier to give noon position report daily, including course, speed, direction and latitude & longitude location as desired by client.

As per additional rider clause 20 - 41 in attached ”

37. Thus, the parties did not merely adopt the Standard Form mechanically, but they specifically applied themselves to the Special Terms and filled in and modified the Special Terms box, and, while retaining the reference to ‘20-41’, added further clauses to the same. This demonstrates that the parties consciously filled in all the Special Terms agreed at that moment and the arbitration clause was not one of them. We further find that in a separate box thereafter, the following term is found, in both the Standard Form as well as the Booking Note signed by the parties, which reads *“It is hereby agreed that this Contract shall be performed subject to the terms contained on Page 1 and 2 hereto which shall prevail over any previous arrangements and which shall in turn be superseded (except as to deadfreight) by the terms of the Bill of Lading”*. Thus, Ocean7, the booking agent of the respondent, on whose Standard Form parties acted and signed the Booking Note was fully aware that the terms settled in the same would prevail over and supersede any previous agreement, except as to deadfreight or bill of lading, which admittedly in the present case are not applicable. Therefore, prima facie it is difficult to believe that the booking agent of the respondent who was filling up the said Booking Note day in and out, with different parties across the world, could be under any confusion while filling



2026:DHC:7971-DB



up this particular Booking Note. It is also worthwhile to note that earlier emails are between the agents of the parties, and this Booking Note is signed by the appellant, the party in person and Ocean7, the booking agent of the respondent.

38. There are also other differences between the emails/Fixture Recap and the signed Booking Note. With regard to the Vessel, while the Fixture Recap provides for “*Mv Pelagica/ Mv Panthera J or sub, in Carriers option*”, the Booking Note provides on the first page and under Clause 20 for “*Mv Pelagica or Sub*” and further contains a provision regarding substitution of the vessel which provides “*The Carrier shall at any time prior to the expiration of laydays/laycan, be entitled to substitute the above vessel with another vessel of equivalent capability and capacity*”. There is also a material difference with regard to detention. While Clause 4 of the Fixture Recap provides for detention only in specified events, Clause 22 of the Booking Note provides for detention in a wider range of specified events and “and/or any other reason whatsoever”. While filling the Special Terms in the Booking Note, the parties have gone to the minute details, to the extent that, while in Clause 22 of additional riders, the swell is provided as a reason for detention, the same is overridden and the Special Term provides “*Any delays due to swell not to count as detention*”. Thus, parties went in detail with regard to the additional riders attached to the Booking Note and variance therefrom is noted in the Special Terms box of the Booking Note. The above shows that the parties applied their conscious mind to the terms agreed and their variance from additional riders or otherwise, while filling up the Special Terms in the Booking Note. In these circumstances, it cannot



be said that the Booking Note is merely a reproduction of the emails/Fixture Recap. We find that, while finalising the Booking Note, the parties consciously modified, reframed and re-settled several terms of the emails/Fixture Recap as well as that of the additional riders.

39. In addition to the above, we also find that with regard to the arbitration clause, Clause 23 of emails/Fixture recap is entirely different from Clause 43 of additional riders. Clause 23 of the Fixture Recap provides for *“English law and London arbitration”*, whereas Clause 43 of the Booking Note provides for *“Bimco Dispute Resolution Clause latest edition to apply, subject to English Law and LMAA Terms and Procedures”*, which is a forum having specific and detailed set of rules and procedures, which the parties never agreed even as per the emails/Fixture Recap.

40. As already discussed above, the Booking Note is the final written agreement signed between the parties and contains a specific clause overriding any previous arrangements, i.e., *“It is hereby agreed that this Contract shall be performed subject to the terms contained on Page 1 and 2 hereto which shall prevail over any previous arrangements and which shall in turn be superseded (except as to deadfreight) by the terms of the Bill of Lading”*. The impact of such supersession and overriding clause is considered by the Supreme Court in *Union of India v. Kishorilal* (supra), wherein it held:-

“8. Uninfluenced by authorities or case-law, the logical outcome of the earlier discussion would be that the arbitration clause perished with the original contract. Whether the said clause was a substantive term or a collateral one, it was nonetheless an integral part of the contract, which had no existence de hors the contract. It



was intended to cover all the disputes arising under the conditions of, or in connection with, the contracts. Though the phraseology was of the widest amplitude, it is inconceivable that the parties intended its survival even after the contract was mutually rescinded and substituted by a new agreement. The fact that the new contract not only did not provide for the survival of the arbitration clause but also the circumstance that it contained both substantive and procedural terms indicates that the parties gave up the terms of the old contracts, including the arbitration clause. The case-law referred to by the learned counsel in this connection does not, in our view, lend support to his broad contention and indeed the principle on which the said decisions are based is a pointer to the contrary.”

(emphasis added)

The aforesaid principle is also followed in **Young Achievers v. IMS Learning Resources (P) Ltd.**, (2013) 10 SCC 535, in paragraph 7. The same reads:-

“5. We are of the view that survival of the arbitration clause, as sought by the appellant in the agreements dated 1-4-2007 and 1-4-2010 has to be seen in the light of the terms and conditions of the new agreement dated 1-2-2011. An arbitration clause in an agreement cannot survive if the agreement containing arbitration clause has been superseded/novated by a later agreement. The agreement dated 1-4-2010 contained the following arbitration clause:

“20. Arbitration.—All disputes and questions whatsoever which may arise, either during the substance (sic subsistence) of this agreement or afterwards, between the parties shall be referred to the arbitration of the Managing Director of IMS Learning Resources (P) Ltd. or his nominee and such arbitration shall be in the English language at Mumbai. The arbitration shall be governed by the



provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modification or re-enactment thereof for the time being in force and award or awards of such arbitrator shall be binding on all the parties to the said dispute.”

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7. The exit paper would clearly indicate that it is a mutually agreed document containing comprehensive terms and conditions which admittedly does not contain an arbitration clause. We are of the view that the High Court is right in taking the view that the case on hand, is not a case involving assertion by the respondent of accord a satisfaction in respect of the earlier contracts dated 1-4-2007 and 1-4-2010. If that be so, it could have referred to the arbitrator in terms of those two agreements going by the dictum in Union of India v. Kishorilal Gupta and Bros. [AIR 1959 SC 1362] This Court in Kishorilal Gupta case [AIR 1959 SC 1362] examined the question whether an arbitration clause can be invoked in the case of a dispute under a superseded contract. The principle laid down is that if the contract is superseded by another, the arbitration clause, being a component part of the earlier contract, falls with it. But where the dispute is whether such contract is void ab initio, the arbitration clause cannot operate on those disputes, for its operative force depends upon the existence of the contract and its validity. The various other observations were made by this Court in the abovementioned judgment in respect of “settlement of disputes arising under the original contract, including the dispute as to the breach of the contract and its consequences.”

(emphasis added)



41. In *Joshi Technologies International Inc. v. Union of India*, (2015) 7 SCC 728, the Supreme Court held:-

“41. In order to appreciate this argument, we shall have to traverse through the PSCs dated 20-2-1995 which were ultimately signed between the Government and the appellant. We would like to mention here that when this argument was being advanced by the learned Senior Counsel for the appellant, the Court asked him to produce the copy of PSCs, which were otherwise not brought on the record as the Court wanted to find out as to whether there was any such intention expressed in the agreement, namely, to incorporate the provisions of MPSC or the correspondence exchanged between the parties earlier to the signing of this agreement. On our asking, the appellant has placed on record the copy of these PSCs. On going through the same, we find that the intention expressed is just to the contrary. It is rather made crystal clear in the agreement that this agreement is the sole repository of the terms on which it is signed and nothing else would be looked into for this purpose. It is so reflected in the following clauses in the agreement:

“(5) The Government has agreed to enter into this contract with the companies with respect to the area referred to in Appendices A and B of this contract on the terms and conditions herein set forth.”

“Article 1. In this contract, unless the context requires otherwise, the following terms shall have the meaning ascribed to them hereunder:

Article 1.18. ‘Contract’ means this agreement and the appendices mentioned herein and attached hereto and made an integral part hereof and any amendments made thereto pursuant to the terms hereof.



Article 32. entire agreement, amendments, waiver and miscellaneous

32.1. This contract supersedes and replaces any previous agreement of understanding between the parties, whether oral or written, on the subject-matter hereof, prior to the effective date of this contract.

32.2. This contract shall not be amended, modified, varied or supplemented in any respect except by an instrument in writing signed by all the parties, which shall state the date upon which the amendment or modification shall become effective.

32.3. No waiver by any party of any one or more obligations or defaults by any other party in the performance of this contract shall operate or be construed as a waiver of any other obligations or defaults whether of a like or of a different character.

32.4. The provisions of this contract shall enure to the benefit of and be binding upon the parties and their permitted assigns and successors-in-interest.

32.5. In the event of any conflict between any provisions in the main body of this contract and any provision in the appendices, the provision in the main body shall prevail.

32.6. The headings of this contract are for convenience of reference only and shall not be taken into account in interpreting the terms of this contract.”

42. Intention behind the aforesaid clauses is more than apparent, namely, not to look into any other document or correspondence which took place between the parties prior to the signing of this agreement. Not only this, even the so-called “understanding” between the parties is to be ignored as well. It is, therefore, impermissible for the appellant to take the aid of MPSC or the clauses contained therein while construing the terms of PSCs. Therefore, it was not even open to the Income Tax Authorities to go



beyond the stipulations contained in the PSCs while making the assessment and had to exclusively remain within the provisions of the agreement.”

(emphasis added)

42. Once the parties executed the Booking Note, expressly providing that it would prevail over the previous arrangements, there is no occasion to refer back to the Fixture Recap for determining the terms of this final agreement. The Booking Note is the subsequent and final written agreement, executed and signed between the parties, and has to prevail over any previous arrangement and to be read as it is.

43. Looking at the issue from another aspect i.e., if the parties, after the exchanged emails/Fixture Recap, agreed not to have an arbitration clause and applicability of the English law, what course would be available to them? We feel that the only course available could be to omit a clause with regard to arbitration and applicable law, and to have a specific clause providing that any previous arrangements or exchange of documents between the parties would not have any applicability, and the Booking Note would prevail over any previous arrangements or exchanged documents. This is exactly what the parties have done in the present case.

44. Thus, in the Booking Note signed by the parties, the Special Terms box records “*As per additional rider clause 20-41 in attached*”. The language is clear, unambiguous and admits of only one meaning, namely, that Clauses 20 to 41 of the additional riders are to apply. There is neither any reference to Clauses 42 or 43, nor is there any language which can reasonably be construed to incorporate Clause 43. Merely because Clauses 41, 42 and 43 appear on the same page of the additional riders, and the



signatures of parties are below Clause 43, it cannot result in Clause 43 becoming part of the Booking Note. The parties specifically chose to incorporate only Clauses 20 to 41 and thus only the same shall apply. We also find that the learned Senior Counsel for respondent, could not show even a single line in the entire Booking Note where the language is either defective or ambiguous. To the contrary, the language of each clause of the Booking Note is not merely specific but clarifies each aspect of the matter and prevails and supersedes any earlier exchange of emails/Fixture Recap. There is no ambiguity in reflecting the intention of the parties in the Booking Note.

45. We also find, that, the entire argument of the respondent is that, what was agreed by exchanged emails/Fixture Recap i.e., prior to the Booking Note, is not reflected in the Booking Note and thus, there is a mistake in recording the earlier intention of the parties in the Booking Note. The same may be a sound argument under the English Common law but cannot stand under the Indian codified law as detailed above.

46. In view of the above, we do not find any ambiguity or mistake in the signed Booking Note. It is held that there is no mistake, ambiguity or defective language used in the Booking Note, and that, there does not exist any arbitration agreement between the parties.

47. Therefore, in view of the above findings, the impugned order dated 13.03.2026 passed by the learned Single Judge deserves to be set aside.

48. Once it is held that there is no arbitration agreement between the parties, the very foundation for continuation of the arbitration proceedings



does not exist. A Division Bench of this Court in *McDonald's* (supra), held:-

“49. The decision in Excalibur Venture LLC v. Texas Keystone Inc : 2011 EWHC 1624 (Comm) was also referred to by the learned counsel for the respondents as another instance of an anti-arbitration injunction. One of the issues, which arose for consideration in Excalibur (supra) was whether the court had jurisdiction to grant an injunction restraining Excalibur (supra) from proceeding with the arbitration proceedings against the Gulf defendants.

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*51. It is pertinent to note that this case, that is, Excalibur (supra) stresses upon the difference of approach between a normal anti-suit injunction and an injunction restraining arbitration proceedings. We are also in agreement with this view. There must be a distinction between an anti-suit injunction and an anti-arbitration injunction. The principles which apply to an anti-suit injunction will not necessarily apply to an anti-arbitration injunction. **It is further important to note that the exceptional cases where arbitrations could be enjoined upon holding that the arbitration proceedings would be oppressive or unconscionable were regarded as those circumstances which would include the situation where the very issue was whether or not the parties had consented to the arbitration or where there was an allegation that the arbitration agreement was a forgery just as in the case of Albon (supra).**”*

(emphasis added)

49. A Division Bench of this Court in *DR Bina Modi* (supra), relying upon *Mcdonald's* (supra), held:-

“85. On a conspectus of the paragraphs extracted hereinabove, it is evident that, the Division Bench in



Mcdonald's India Private Limited (supra) proceeded to hold that, the Court would have jurisdiction to grant anti-arbitration injunction, where the party seeking the injunction can demonstrably show that the agreement is null and void, inoperative or incapable of being performed. The learned Single Judge having observed that in Mcdonald's India Private Limited (supra), the Court expressed reluctance to denude itself of jurisdiction, for the fear of such denudation of jurisdiction in future coming in the way of granting relief in a deserving case, erroneously declined to exercise jurisdiction vested in the Court, to determine the question, as to whether the subject arbitration agreement was null and void and/or oppressive and vexatious, on the untenable ground that, it would result in the Courts being flooded with cases, seeking the relief of injunctioning arbitration; thereby failing to determine even prima facie on merits the issue articulated by the Appellants that, the provisions of Section 16 of the Arbitration Act were not attracted since the disputes between the parties were not arbitrable and the arbitration clause was invalid and inoperative by implication, on the ground of being opposed to Public Policy. In so doing, the impugned judgement also fails to appreciate that, the Court is under a duty to consider the validity of an arbitration agreement in the facts and circumstances of the case, and the issue that “in case of foreign arbitration enormous expenses and efforts get involved and as such the legislature in its wisdom has thought that the question relating to the validity of arbitration agreement, its cooperativeness and capability of being performed should be examined by the Court itself instead of leaving those in the hands of an Arbitrator in a foreign land.”

(emphasis added)



2026:DHC:7971-DB



50. In the present case, this Court has already found that there does not exist any arbitration agreement between the parties. Consequently, the arbitration proceedings before the LMAA cannot continue between the parties. The present case, therefore, falls within the exceptional circumstances recognized by this Court warranting the grant of an anti-arbitration injunction.

51. Accordingly, the present appeal is allowed and the impugned order dated 13.03.2026 passed by the learned Single Judge in I.A. No. 30141 of 2025 in CS (OS) 868 of 2025, is set aside. An anti-arbitration injunction is accordingly granted restraining the defendant/respondent, Argo Coral Maritime Ltd., from continuing, pursuing or taking any steps in the LMAA arbitration titled "*Argo Coral Maritime Ltd. v. SARR Freights Ltd/SARR Freights Corporation*".

52. Pending application(s), if any, also stand(s) disposed of.

VIVEK CHAUDHARY
(JUDGE)

RENU BHATNAGAR
(JUDGE)

SEPTEMBER 18, 2026
Nishant