Claim No: ARB 017/2026

IN THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

PERLINE

Claimant

and

PRISHA

Defendant

ORDER WITH REASONS OF H.E. JUSTICE MARK PELLING

UPON the Charterparty dated 15 November 2018 between the Claimant as owner of the Pinchas and the Defendant as Charterer as varied in writing by Addenda 1-3 dated respectively 6 October 2019, 4 December 2019, and 11 January 2021 (the "Charterparty")

AND UPON the arbitration agreement between the parties contained in or evidenced by Box 34 and Clause 34(c) of the Charterparty by which the parties agreed to refer any dispute arising out of or in connection with the Charter Party to arbitration to be seated in the DIFC before a single arbitrator (the "Arbitration Agreement")

AND UPON the Claimant's request for arbitration served on the Defendant on 15 January 2026 (the "Request")

AND UPON the Claimant's request that the Defendant concur in the appointment of Mr Prosper as sole arbitrator (the "Proposed Arbitrator")

AND UPON the Defendant having first requested multiple extensions of time in which to respond between 26 January 2026 and 16 February 2026 and then refusing to the agree to the appointment of the Proposed Arbitrator

AND UPON the Arbitration Claim Form herein issued on 4 March 2026 (the "Arbitration Claim") by which the Claimant applied for an order pursuant to Article 17(3)(b) of the DIFC Arbitration Law and Part 43 of the DIFC Court Rules (the "RDC") appointing the Proposed Arbitrator as sole arbitrator to preside over an arbitration between the Claimant and the Defendant to determine the disputes the subject of the Request (the "Arbitration")

AND UPON the Claim Form having been served on the Defendant on 8 July 2026 but the Defendant having failed to file and Acknowledgement of Service by the due date of 5 August 2026

IT IS HEREBY ORDERED THAT:

1. The Proposed Arbitrator shall be appointed as sole arbitrator to preside over the Arbitration.

2. The Claimant's costs of and occasioned by this Arbitration Claim be paid by the Defendant to be assessed immediately on a basis to be determined by the Court in accordance with the following directions:

(a) The Claimant is to file and serve a costs schedule and any written submissions in support thereof thereafter by no later than 4pm (GST) 14 days after service of this Order.

(b) The Defendant is to file and serve any submissions in answer by no later than 4pm (GST) 7 days thereafter;

(c) The Claimant is to file and serve submissions in reply (if so advised) by no later than 4pm (GST) 7 days thereafter;

(d) The Court will thereafter determine the basis of assessment of costs and the amount to be paid in paper.

Issued by:
Delvin Sumo
Assistant Registrar
Date of issue: 21 September 2026
At: 9am

SCHEDULE OF REASONS

1. By Box 34 and Clause 34(c) of the Charterparty, the parties agreed to refer any dispute arising out of or in connection with the Charterparty to arbitration to be seated in the DIFC before a single arbitrator.

2. By Paragraphs 8(1) and 8.2 of the Request, the Claimant requested the Defendant to concur in the appointment of the Proposed Arbitrator within 30 days of the date of the Request to determine the disputes the subject of the Request. Ultimately, by an email dated 17 February 2026, the Defendant informed the Claimant's solicitors that it would not agree to the appointment of the Proposed Arbitrator because

"we understand you have appointed him in a number of different matters and would prefer that an arbitrator is appointed who you do not have a long standing history of appointing".

3. Following thus refusal, the Claimant issued the Arbitration Claim. By a Certificate of Service dated 14 August 2026, the Claimant's solicitors certified that the Claim Form had been regularly served on the Defendant on 8 July 2026 and that the due date for an Acknowledgment of Service was 5 August 2026. No Acknowledgment of Service has been filed, nor has the Defendant otherwise sought to oppose this application.

4. By Article 17(3)(b) of DIFC Law No. 1 of 2008 as amended by DIFC Amendment Law No. 1 of 2013, in an arbitration that it has been agreed should be conducted by a sole arbitrator, if the parties do not agree on the arbitrator within thirty days of one party requesting the other to do so, the arbitrator shall be appointed by the DIFC Court of First Instance on the request of either party. By the Arbitration Claim, the Claimant asks the Court to direct the appointment of the Proposed Arbitrator.

5. The Defendant's complaint that the Proposed Arbitrator has been appointed by the Claimant's solicitors in a number of different matters is wholly unparticularised. Whilst a significant number of appointments over a short period might be grounds for a court declining to appoint, that is not a factor the court can take into account in the circumstances of this case because (a) the relevance of previous appointments is a question of fact and degree; (b) the allegation is unparticularised so that the Court cannot evaluate the assertion that the Defendant makes; and (c) more importantly, the Defendant has not engaged with these proceedings so that the Claimant is entitled to submit that ultimately the Defendant has chosen not to oppose the application.

6. The reason why the Claimant wishes to appoint the Proposed Arbitrator is because he has been appointed in a separate dispute between the same parties concerning essentially similar allegations and the Claimant is also seeking to appoint him in respect of another DIFC seated arbitration between the same parties again raising similar issues. Whilst there could be reasons why this might give rise to concern, particularly where the Proposed Arbitrator is to be a single arbitrator, the Defendant has not made such an allegation either in the correspondence or by way of answer to the Arbitration Claim.

7. For each of the reasons set out in Paragraphs 5 and 6 above, there is no reason why the Court should refuse the Claimant's application and for those reasons I order and direct that the Proposed Arbitrator be appointed as sole arbitrator to preside over the Arbitration.

8. In relation to costs, the order proposed is inappropriate because no party should be ordered by a court to pay costs other than those that have been assessed by that court in accordance with its rules (in the case of this Court under either the standard or indemnity basis). The order proposed would expose the Defendant to an order for costs without any such review having been carried out and so expose the Defendant to paying for costs that are unreasonable and/or disproportionate. The Court cannot delegate such issues to an arbitrator. Whilst the Claimant is plainly entitled to recover costs because it has been successful, the Court will need to decide the basis of assessment and the amount of costs recoverable applying whatever basis of assessment it decides to adopt. The Defendant is entitled to, or at any rate should as a matter of discretion be permitted to, make submissions on that issue. The directions I have given facilitate this. Providing for an immediate assessment on paper is the proportionate response in the circumstances of this case.