

HIGH COURT OF ANDHRA PRADESH AT AMARAVATI**MAIN CASE No.: COM.S.No.6 of 2026.**

PROCEEDING SHEET

Sl. No	DATE	ORDER	OFFICE NOTE
1.	13.03.2026	<p><u>VS, J</u></p> <p style="text-align: center;"><u>I.A.No.2 of 2026</u></p> <p>1. This interlocutory application is filed by the petitioner/plaintiff under Order XXXIX Rules 1 and 2 read with Section 151 of the Code of Civil Procedure, by invoking the admiralty jurisdiction of this Court under Section 5(1)(a) read with Section 4(1)(h) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017, to arrest and detain the respondent No.1/defendant No.1 - "M.V. HOANG ANH (IMO No.9331751), a motor vessel, currently at Kakinada Port, flying the flag of Tuvalu, along with her hull, tackle, boats, machinery, appurtenances and all other paraphernalia, till the 1st respondent/1st defendant deposits USD 914,767.4.</p> <p>2. The petitioner/plaintiff is a company incorporated under foreign laws and is engaged in the business of bunker trading and supplying bunkers to vessels. The respondent No.1/defendant No.1 vessel is a seagoing vessel, flying the flag of Tuvalu. The respondent No.1/defendant No.1 vessel and M.V. HOANG ANH 18, M.V. HOANG ANH 02,</p>	Continued...

		<p>M.V. HOANG ANH 03 and M.V. HOANG ANH 05 are all sister vessels and are owned by Hoang Giang Shipping Corporation Limited, Son Ca Trading Transport Company Limited and H.A.S. Container Shipping Limited Company (hereinafter referred to as 'owners').</p> <p>3. In the months of September and October, 2025, the owners approached the petitioner/plaintiff for the purpose of supplying VLSFO and Marine gas oil to the 1st respondent's/1st defendant's sister vessel 'M.V. HOANG ANH 03' at Singapore, which was accepted by the petitioner/plaintiff and issued sales order confirmation on 25.09.2025. Pursuant to the same, the petitioner/plaintiff supplied the bunkers on 18.10.2025 and raised an invoice on 18.10.2025 for USD 178,687.86. As per the invoice raised, the amount has to be credited within 60 days from the date of delivery/supply of bunkers and an interest of 2% per month or pro-rata will be applied on any late payment after the due date of the invoice. Accordingly, the owners paid the principal sum of USD 178,687.86, however with a delay. In the case on hand, the due date is 16.12.2025 and the amount payable by the owners towards interest to the petitioner/plaintiff is USD 7,049.60.</p> <p>4. In the months of September and October, 2025, the owners approached the petitioner/plaintiff for the purpose of supplying Marine gas oil to the 1st</p>	
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		<p>Speed Post/e-mail;</p> <p>(f) the petitioner/plaintiff shall transmit all copies of the present proceedings both main suit and the Interlocutory application to the defendants through Speed Post and also e-mail, within twenty four (24) hours.</p> <p><u>C.O.M.S.No.6 of 2026</u></p> <p>Post this matter on 17.03.2026.</p>	
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VS, J

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