

**HIGH COURT OF ANDHRA PRADESH AT AMARAVATI****MAIN CASE No.: C.O.M.S.No.8 of 2026.****PROCEEDING SHEET**

Sl. No	DATE	ORDER	OFFICE NOTE
1.	31.03.2026	<p><b><u>VS, J</u></b></p> <p><b><u>I.A.No.1 of 2026</u></b></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.T. Fuji Chem (IMO 1126930), a motor vessel, currently at Krishnapatnam Port, flying the flag of St.Kitts and Nevis, along with her hull, tackle, boats, machinery, appurtenances and all other paraphernalia, till security towards Plaintiff's claim of INR 3,18,95,297.33 (Rupees Three Crore Eighteen Lakh Ninety Five Thousand Two Hundred and Ninety Seven and Thirty Three Paisa) in the suit is furnished.</p> <p>2) The petitioner/plaintiff is a sole proprietorship concern and engaged in the business of offering agency services to vessels visiting certain ports in</p>	Continued...

		<p>India. On 22.12.2025, the owners of defendant No.1 Vessel, through their commercial manager, appointed the plaintiff as the vessel agent for the defendant No.1 Vessel's upcoming visit to Krishnapatnam Port. Accordingly, the plaintiff undertook the necessary formalities with defendant No.2 in respect of the vessel's visit. Defendant No.2 managed the port, accordingly on 05.01.2026 at 10.30 hours the vessel arrived at the port. On 08.01.2026, the Mercantile Marine Department, in the course of a routine inspection found certain deficiencies in the vessel and issued an order of detention of defendant No.1 vessel. On 17.01.2026, the Flag State issued its inspection report. On the same day i.e. on 17.01.2026, the owners also issued an indemnity/undertaking to defendant No.2 guaranteeing to pay on demand all port charges, vessel related expenses or any additional charges during the vessel's port stay. There is some dispute between Owners and defendant No.2 on the quantum of the charges. It appears to be the Owners' stand that its request for shifting the vessel from berth to anchorage was unjustifiably denied and that this has resulted in inflated port dues being levied. Further, it is contended by the owners that the vessel was shifted multiple times between berths, for the port's convenience, for which dues, the plaintiff is no way concerned. There was</p>	
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		<p>raised by the plaintiff on defendant No.1's managers for services rendered. Insofar as defendant No.1 is concerned, the plaintiff is entitled to its agency charges of INR 20,08,589.33 ps., and the plaintiff is exposed to a claim of INR 2,91,86,708 from defendant Nos.2 and 3 on account of default committed by the owners of defendant Nos.1, who is the plaintiff's principal.</p> <p>5) Learned counsel for the plaintiff – petitioner contended that the owners of defendant No.1 are not residing and do not carry-on any business within the territorial jurisdiction of this Court, and they have no movable or immovable properties within the territorial jurisdiction of this Court. Defendant No.1 vessel is the only asset within jurisdiction of this Court available to the plaintiff for satisfaction of its maritime claim. If the vessel sails out of jurisdiction of this Court, the plaintiff's maritime claim become unenforceable and the present suit will be rendered infructuous. Therefore, there is urgency to arrest and detain the 1<sup>st</sup> defendant vessel.</p> <p>6) Learned counsel for the petitioner/plaintiff gave an undertaking in writing (Paragraph No.45 of the plaint) to pay such sums by way of damages as this Court may award as compensation in the event of the 1<sup>st</sup> defendant vessel sustaining any prejudice by this order.</p> <p>7) The presence of the 1<sup>st</sup> defendant Vessel</p>	
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		<p>within the jurisdiction of this Court, <i>prima facie</i>, shows tenability of the claim of the petitioner/plaintiff to invoke maritime jurisdiction.</p> <p>8) Ordering the 1<sup>st</sup> respondent/1<sup>st</sup> defendant vessel to furnish security with an alternative to arrest and detain the Vessel would preserve the right of the petitioner/plaintiff and the same would show the balance of convenience in favour of the petitioner/plaintiff. In the event of vessel of the 1<sup>st</sup> defendant departing from the territorial waters jurisdiction of this Court, the petitioner/plaintiff will suffer loss. Therefore, all the necessary ingredients for granting ad-interim temporary orders for a limited period found present. Hence, the prayer of the petitioner/plaintiff in that regard is found justified.</p> <p>9) For the reasons stated above:</p> <p>(a) there shall be arrest of the 1<sup>st</sup> defendant vessel (M.T.FUJI CHEM (IMO 1126930), a motor vessel flying the flag of St.Kitts and Nevis along with her hull, tackle, boats, machinery, appurtenances and all other paraphernalia, presently at the Port and Harbour of Kishnapatnam, within the territorial waters jurisdiction of this Court, in the event of 1<sup>st</sup> defendant failure to furnish security for INR 3,18,95,297.33 (Rupees Three Crore Eighteen Lakh Ninety Five Thousand Two Hundred and Ninety Seven</p>	
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