

HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

MAIN CASE No.C.O.M.S.No.15 of 2026

PROCEEDING SHEET

Sl. No.	DATE	ORDER	OFFICE NOTE
	01.09.2026	<u>BM, J</u> <u>I.A.No.1 of 2026</u> For the reasons stated in the affidavit, leave to authorization is granted. <u>I.A.No.2 of 2026</u> Heard Sri B.Adhinarayana Rao, learned Senior Counsel assisted by Sri Sai Sanjay Suraneni, learned counsel for the plaintiff. The case of the plaintiff is that plaintiff entered into an agreement dated 05.12.2025 for transporting goods of the plaintiff through 1st defendant vessel with a freight of USD 8,425,000 for the voyage from Ust Luga to West Coast India. In view of the cancellation of the agreement in respect of the second voyage, the plaintiff was constrained to incur an expenditure of USD 19,600,000 towards chartering another vessel, namely, MT Antiqua. Learned Senior Counsel for the plaintiff submits that the 1st defendant vessel violated the terms of the agreement dated 05.12.2025 by cancelling the agreement on the ground of war risk by placing reliance on Clause 39.2 of BPVOY4. As per the agreement dated	

		05.12.2025, certain clauses in BPVOY4 were modified or deleted. Clause 39 of BPVOY4 was deleted in the agreement with certain substitutions. The owner of the vessel had cancelled the agreement apart from placing reliance on Clause 39.2 of BPVOY4 and Clause (b) of BIMCO War Risks Clause for Voyage Charter Parties 2025 (VOYWAR 2025) - Ex.Y which is akin to Clause 39.2 of the BPVOY4 which was expressly deleted in the agreement dated 05.12.2025. The Addendum No.1 dated 21.01.2026 which is meant for the 2nd consignment, is nothing but extension of earlier agreement dated 05.12.2025 wherein all the terms, conditions and exceptions of the charter party dated 05.12.2025 were remained unaltered and were in full force. Thus, the defendant had invoked clause 39.2 of BPVOY4 contrary to the terms of agreement. Learned Senior Counsel for the plaintiff further submits that even as on the date of the initial agreement and addendum, the war risk was very much in existence and the plaintiff had paid an Additional War Risk Premium (AWRP) of about USD 126,000 (Ex.O) and proceeded with the transportation of goods under the said agreement dated 05.12.2025. Learned Senior Counsel further contended that the concerned port had already been situated in a war zone much prior to the execution of the said	
--	--	--	--

		agreement and that the parties were fully aware of the said circumstances at the time of entering into the agreement. The communication between the plaintiff and owner of the defendant vessel clearly reveals that the parties have even ascertained the expected date of arrival of the vessel to the port for loading the goods and as on the said date i.e., 31.03.2026, the port was in operation. But the cancellation is only an afterthought to take advantage of the situation. Plaintiff also placed material in support of the said contention regarding vessel movement at the port as on the said date. Learned counsel further submits that the invocation of Clause 39.2 relating to war risk was only with a view to have an undue advantage to the defendant vessel, in view of the escalation in freight charges consequent upon the war between Ukraine and Russia and the war between the USA and Iran. As a result, the plaintiff had to incur additional expenses as mentioned in the plaint which constitutes a maritime claim under Section 4(1)(g) and 4(1)(h) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017. Learned counsel for the plaintiff further submits that the material placed on record, particularly Ex.X, establishes that the 1st defendant vessel is within the admiralty jurisdiction of this Court and the documents	
--	--	--	--

		placed on record <i>prima facie</i> establish the existence of a maritime claim against the 1st defendant vessel. Learned counsel finally submits that, if the vessel is permitted to leave the 2nd defendant - port, the plaintiff would suffer irreparable loss and hardship. Considering the submissions made by the learned counsel for the plaintiff and on perusal of the record, this Court is of considered opinion that the plaintiff <i>prima facie</i> established the existence of maritime claim against the defendant vessel and failure to arrest the vessel is likely to cause irreparable loss and injury to the plaintiff. In view of the above, warrant of arrest is issued against 1st defendant vessel, to arrest the 1st defendant vessel together with her hull, tackle, boats, machinery, appurtenances and all other paraphernalia, at present lying at the 2nd defendant port, until security is provided for USD 11,475,000 before the Registrar (Judicial) of the High Court of Andhra Pradesh within forty eight (48) hours from the date of service of notice. 2nd defendant is directed to effect the arrest of the 1st defendant vessel as directed above. Learned counsel for the plaintiff is permitted to take out personal notice to the	
--	--	--	--

		defendants through speed post and also through e-mail and file proof of service in the Registry. <u>C.O.M.S.No.15 of 2026</u> List on 03.11.2026. <u>BM, J</u> <u>Note:</u> Issue CC by today B/o <i>Dvs</i>	
--	--	--	--