

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/ADMIRALTY SUIT NO. 13 of 2026**

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BAINBRIDGE NAVIGATION PTE LTD.

Versus

MT OCEANIC DREAM (IOM 9367437) & ANR.

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Appearance:

MS PAURAMI B. SHETH(841) for the Plaintiff(s) No. 1

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CORAM:**HONOURABLE MR. JUSTICE NIRAL R. MEHTA****Date : 30/01/2026****ORAL ORDER**

1. Learned Advocate for the Plaintiff has mentioned this matter for urgent circulation for today as the Defendant No.1 Vessel is likely to be taken out of jurisdiction of this court at the behest of the Defendant No.2 Owner immediately on completion of her cargo operations. The permission was granted and the present Suit is taken up for passing urgent orders.

2. Learned Advocate Ms.Paurami Sheth for the Plaintiff submitted that the Plaintiff is the Time Charterer of the Defendant No. 1 Vessel under a Charterparty dated 10.05.2023 executed by 08.08.2023 with the Defendant No.2 Owner of the Defendant No. 1 Vessel. It is further submitted that the present claim arises due to the loss of

profit on account of Defendant No.1 Vessel's inability to perform the voyages it was required to under the said Charterparty.

3. The Learned Advocate Ms. Paurami Sheth submitted that the Plaintiff also submits the Plaintiff has deposited 3 months hire with the Defendant No.2 Owner as Security Deposit under the Charterparty dated 08.08.2023. The said deposit is stated to be refundable and not supposed to be to the benefit of the Defendant No.2 Owner. Learned Advocate Ms. Paurami Sheth submitted that the Defendant No.2 Owner has indicated orally that they wish to terminate the Charterparty and forfeit the Security Deposit.

4. Learned Advocate Ms. Paurami Sheth submitted that the Plaintiff has incurred the above losses due to the operation of the Defendant No.1 Vessel and under an agreement/Charterparty relating to use or hire of the Defendant No.1 Vessel and thus has a maritime claim falling under Sections 4 (1) (d) and 4 (1) (h) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017. It is submitted as the Defendant No.2 Owners have no other assets as due to the low likelihood of recovering the losses and security deposit, the Plaintiff is

constrained to file the present Suit and interalia prayed for arrest of the Defendant Vessel for security of the outstanding claims.

5. Learned Advocate Ms. Paurami Sheth submitted that the Defendant No.2 Owner has invoked arbitration and filed its claim submissions on 14.07.2025. The Plaintiff has also filed its Defence and Counterclaim dated 11.12.2025. Learned Advocate Ms. Paurami Sheth submitted that it is settled law that the Admiralty action in rem is permissible even there is Arbitration clause or pending commencement or initiation of actual arbitration, and there is no bar for initiation of this suit and even for seeking security for the claim made in the Arbitration. She has submitted that the Arbitrator does not have powers to grant for interim security or direct to arrest the Defendant vessel which is within jurisdiction of this court and hence this court is only the appropriate court to pass order for the arrest of the Defendant No. 1 Vessel which is within its jurisdiction. She has further submitted that the present Suit is an action in rem and is maintainable for recovery of a maritime claim and arrest of a vessel even though the parties have agreed to submit the disputes between them to

arbitration.

6. Heard Ms. Paurami Sheth, Learned Advocate for the Plaintiff. This Court perused the Plaint herein signed at Ahmedabad on 29.01.2026 filed by the Advocate for the Plaintiff herein and the Affidavit of Mr. Raju Desai, Authorised Person of the Plaintiff above named declared on 29.01.2026. On a reading of the plaint and the exhibits thereto, prima facie it appears that the claim in the Plaint is in the nature of a maritime claim and this court is entitled to pass order directing arrest of the Defendant Vessel even when arbitration proceedings are initiated or pending.

7. Upon the Plaintiff giving an undertaking in writing to pay such sums by way of damages as this Court may award as compensation in the event of the Defendant Vessel sustaining any prejudice by this order, I do order that the Registrar of this Court do issue a warrant for the arrest of the Defendant vessel, MT OCEANIC DREAM (IMO 9367437) along with its hull, engines, gears, tackles, bunkers, machinery, apparel, plant, furniture, equipment and all appurtenances, at present lying at Deendayal Port, Kandla within the Indian territorial waters and that the

Warrant of Arrest be executed at any time of the day or night or on Sundays or holidays and I do further order that the Port Officer and the Customs Authorities at Deendayal Port do effect the arrest, seizure or detention of the Defendant Vessel at present lying at Deendayal Port or within the Indian territorial waters or such other place wherever she may be within the territorial waters of India and I do further order that in the event of the Defendant Vessel, her Owner and / or those interested in her depositing in this Court principal sum of USD 2,890,475.97 together with legal costs of US\$ 700,00.00 aggregating US\$ 3,590,475.97 plus further interest @18 % per annum on the principal sum of on USD 2,890,475.97 from the date of suit until payment and/or realization as per Particulars of Claim, the said Warrant(s) of Arrest shall not be executed against Defendant Vessel.

8. The Port Officer and the Customs Authorities at Deendayal Port, Kandla are directed to arrest the Defendant Vessel at present lying at Deendayal Port, within the Indian territorial waters and to keep the Defendant Vessel under arrest until further orders of this Court. It is further ordered that

the Port Officer and the Customs Officer at Deendayal Port shall also intimate about this order to the Master / Chief Engineer of the Defendant Vessel and effect the warrant of arrest for the Defendant Vessel through email.

9. The Registry is directed to send this order to Port and Customs at Deendayal Port at following addresses:

- (i) signaldpt@deendayalport.gov.in
- (ii) trafficmanager@deendayalport.gov.in
- (iii) harbourmaster@deendayalport.gov.in
- (iv) dydirector@deendayalport.gov.in
- (v) dyconservator@deendayalport.gov.in
- (vi) dycvo@deendayalport.gov.in
- (vii) cvo@deendayalport.gov.in
- (viii) dychairman@deendayalport.gov.in
- (ix) cvo@deendayalport.gov.in
- (x) secretary@deendayalport.gov.in
- (xi) commr-cusDeendayal@nic.in
- (xii) kandlacustoms@gmail.com

10. It is clarified that the Defendant Vessel is entitled to carry out her cargo operations while remaining under arrest but shall not leave the Deendayal Port until further orders.

11. It is open for the Plaintiff to send this order to the Authorities at Deendayal Port and the Authorities at Deendayal Port are directed to act on Email copy of the

order and take the Defendant Vessel under arrest.

12. Issue Notice to the Defendants returnable on 06th February, 2026. The Plaintiff is permitted to serve to the Defendant Vessel through her Owner or interested person through email.

13. It is open for the Defendants to approach this Court even prior to the returnable date with adequate notice to the Plaintiff.

Direct service is permitted, today.

(NIRAL R. MEHTA, J)

ANUP

Original copy of this order has been signed by the Hon'ble Judge.
Digitally signed by: ANUP VYOMESH PARIKH(HC00956), PRINCIPAL PRIVATE SECRETARY, at High Court of Gujarat on 30/01/2026 16:17:06