

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/ADMIRALTY SUIT NO. 9 of 2019
With
CIVIL APPLICATION (DIRECTION) NO. 1 of 2025
In R/ADMIRALTY SUIT NO. 9 of 2019

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SANDEEP KUMAR DAHIYA & ORS.

Versus
 ALTUS EXERTUS & ANR.

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Appearance:

MR YN RAVANI(718) WITH SIDDHANT SHAH for the Defendant(s) No. 1
 JAY B TRIVEDI(7474) for the Plaintiff(s) No. 1

MR. PRATHAMESH KAMAT WITH MR DIPAN DESAI(2481) for the
 plaintiff(s) no. 1,2,3

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CORAM: HONOURABLE MRS. JUSTICE MAUNA M. BHATT

Date : 18/07/2025

ORAL ORDER

1. Learned Advocate Mr. Prathamesh Kamat, appearing with Mr. Dipan Desai for the plaintiffs and Mr. Yogesh Ravani, appearing with Mr. Siddhant Shah for the defendant no.1 have jointly submitted that the Plaintiff nos. 1 and 3 have entered into a Settlement with the Defendant no. 1 and accordingly have executed Consent Terms dated 12.7.2025 for settling their disputes, for which the present Admiralty Suit has been filed. Consent Terms dated 12.07.2025 is taken on record. Plaintiff no.2 has not settled his Suit claim with the Defendant no. 1.

2. The relevant extract of the Consent Terms dated 12.7.2025 reads as under :

3. Opes Shipping Limited is the cash buyer/owner of 1st Defendant vessel. Opes Shipping Limited, as the person

*interested in 1st Defendant Vessel has deposited security in the sum of USD 60,752/- with this Hon'ble Court to secure release of 1st Defendant Vessel. As on date, cash security the sum of USD 60,752/- with interest accrued remains deposited to the faith and credit of the captioned Suit representing the 1st Defendant Vessel (hereinafter referred to as the "**Security.**"). This security also includes security towards the claim of Plaintiff no. 2 of USD 20,517/-.*

- 4. Plaintiff nos. 1 and 3 and Opes Shipping Limited, on behalf of the Defendant No. 1 / party that secured the claim on behalf of Defendant no.1, have now agreed to amicably settle the claim in the instant Admiralty Suit. Plaintiff no.1 and 3 have agreed to accept the sum **USD 37,133/-** (United States Dollars Thirty Seven Thousand One Hundred and Thirty Three only) inclusive of interest, taxes, costs, charges, fees, commission and expenses (hereinafter referred to as the "**Settlement Sum**") on a **without prejudice basis** and without admission of any liability, in full and final settlement of Plaintiff no. 1 and 3's claim in Admiralty Suit No. 9 of 2019 and any and all claims, issues, demands or causes of action whatsoever or howsoever arising in relation to the Defendant No.1 Vessel and/or the Registered Owners/ demise charterers of the Defendant No.1 Vessel, and/ or any other party interested in Defendant No. 1 Vessel, which the Plaintiff has or may have against the Defendant No. 1 Vessel and/or the Registered Owners/ demise charterers of the Defendant No.1 Vessel, and/ or any other party interested in Defendant No. 1 Vessel.*
- 5. It is agreed between the parties that the Settlement Sum will be paid directly from the Security deposited by Opes Shipping. Ltd, in the following manner:*

<i>Plaintiff No.</i>	<i>Settlement Payment (USD)</i>
<i>1.</i>	<i>23,435 /-</i>
<i>3.</i>	<i>13,698/-</i>
<i>TOTAL</i>	<i>37,133/-</i>

6. The Security towards plaintiff no. 2's claim of USD 20,517/- shall be retained in the Hon'ble Court's registry.

7. Accordingly, the parties have agreed that the following payment will be made to the respective bank accounts of Plaintiffs indicated below:

Plaintiff No. 1

*Account Name: Sandeep Kumar Dahiya
Amount to be paid: USD 23,435/-
Bank Name: HDFC BANK LTD.
Bank Address: L-203, Model Town, Sonipat,
Haryana, India, Pin Code - 131001
Account No: 1911560000149
MICR: 110240035
IFSC/RTGS Code: HDFC0000191
Swift Code: HDFCINBB*

Plaintiff No. 3

*Account Name: Amit Kumar
Amount to be paid: USD 13,698/-
Bank Name: Canara Bank
Bank Address: Rohtak Main Branch, Haryana, India.
Account No: 1171103404942
MICR: 124015002*

IFSC/RTGS Code: CNRB0001171

Swift Code: CNRBINBBRHK

8. It is agreed between the parties that the balance amount of Security after retaining the sum of USD 20,517/- along with interest accrued thereon toward Plaintiff no. 2's suit claim and the interest accrued on the Security of USD 40,235/- (after deducting and paying the amounts to Plaintiffs), will be refunded by the office of the Registrar, High Court of Gujarat to the nominated bank account of M/s Opes Shipping Ltd. Accordingly, the Registrar, High Court of Gujarat, to pay balance amount of Security and the interest accrued on the Security of USD 40,235/- to the following nominated bank account of the Defendants:

Account Name: Opes Shipping Ltd.

Bank Name: Barclays Bank PLC

Bank Address: South St Romford Essex UK

Account No: 52335422

IBAN: GB62 BUKB

20251952335422

SWIFT: BUKBGB22

Intermediary Bank: Barclays Bank plc New York

Swift Code: BARCUS33XXX

9. Plaintiff no. 1 and 3 agree that upon execution of these Consent Terms and receipt of monies by the parties in terms of the Consent terms, the Plaintiff no. 1 and 3 shall withdraw the Admiralty Suit no. 9 of 2019, against all the Defendants. They agree that their claim in the Suit shall stand satisfied. However, the Suit shall continue for and on behalf of Plaintiff no.2, as the sole Plaintiff. Parties shall jointly apply to the Hon'ble Court for payment out from the registry in terms of the Consent terms. Both parties shall provide necessary assistance, documents, details to the Registry and

do all acts necessary and expedient, including removing any impediments, for effecting payment to the parties, as per the Consent Terms.

10. After receipt of payment by the Plaintiff no.1 and 3 and Defendants herein, both parties shall jointly apply to the Hon'ble Court for deletion of their names as Plaintiffs from the Admiralty Suit 9 of 2019 and withdraw/ delete their names from the array of parties including all applications, appeals therein, in terms of the Consent Terms herein.

3. Having heard the Learned Advocates for the respective parties, the following interim order is passed :

- A. The Consent Terms dated 12.7.2025 are taken on record and accordingly the Registry is directed to disburse an amount of USD 23,435/- in favour of plaintiff no.1 and an amount of USD 13,698/- in favour of plaintiff no.3 in their respective bank accounts in terms of Clause 7 of the Consent Terms dated 12.7.2025 from the security deposit of USD 60,752/- which has been deposited before this Hon'ble Court.
- B. The Security towards Plaintiff no.2's claim of USD 20,517/- along with interest accrued thereon, shall be retained in the Registry of this Hon'ble Court.
- C. The Registry is further directed to refund the balance amount of security into the respective bank account of M/s. Opes

Shipping Ltd. in terms of Clause 8 of the Consent Terms dated 12.7.2025, after retaining the sum of USD 20,517/- along with interest accrued thereon towards Plaintiff no.2's suit claim and also disburse the interest accrued on the Security of USD 40,235/- (after deducting and paying the amounts to Plaintiff no.1 and Plaintiff no.3)

D. In view of the consent terms arrived between the parties the parties amicably settles all their respective claims relating to the present Admiralty Suit as full and final settlement, save and except the claim of the Plaintiff no. 2.

4. Parties submit that upon receipt of payment as per the Consent Terms dated 12th July 2025, they shall jointly apply for deletion of the names of Plaintiff nos. 1 and 3 from the array of parties in the Suit, Appeal and all other pending applications between the Parties in relation to the Suit. The parties are at a liberty to approach this Court for further directions. Rights and contentions of both parties are kept open.

Stand over to 29.08.2025.

(MAUNA M. BHATT,J)

DIPTI PATEL