

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/ADMIRALTY SUIT NO. 22 of 2026**

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FIVE ELEMENT INDUSTRY LIMITED

Versus

MV HONCHO (IMO 9602978)

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Appearance:

IG JOSHI(8726) for the Plaintiff(s) No. 1

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CORAM:**HONOURABLE MR. JUSTICE NIRAL R. MEHTA****Date : 06/03/2026****ORAL ORDER**

1. Heard Learned Advocate Mr. Ishan Joshi for the Plaintiff.

2. Learned Advocate Mr. Ishan Joshi for the Plaintiff has placed reliance on the averments made in the plaint and submitted that the Plaintiff had entered into a Tripartite Agreement dated 14.10.2025 with one Eastmed Ship Holdings Inc., which was the Second Disponent Owner of the Defendant Vessel and with AUM Commodities FZCO, which was the Charterer and Cargo Owner, for the shipment of the Steam Coal in Bulk from Puerto Bolivar Port, Colombia to Fujairah Port, United Arab Emirates.

3. Learned Advocate Ms. Joshi further submitted that under the Tripartite Agreement, the Plaintiff had agreed to finance the freight charges amounting to USD 2 Million per vessel for three vessels namely, MV

Honcho, MV Kuai Bang Hai 18 and MV Capricon Honour. As per Clause 3 of the Tripartite Agreement, the aforesaid amount was to be repaid to the Plaintiff within 90 days period in five equal installments along with interest as specified in the said clause. The payment was to be made directly to the Plaintiff by the Disponent Owner – Eastmed Ship Holdings Inc. in accordance with Clause 4 of the Tripartite Agreement.

4. Learned Advocate Mr. Joshi further submitted that as mandated under Clause 7 of the Tripartite Agreement, in the event of failure to make payment, the Plaintiff was entitled to withhold the NOC for discharge of cargo. The said discharge mechanism was integral to the voyage structure and formed part of the maritime commercial arrangement governing the voyage of the Defendant Vessel. The said condition was also stipulated in the Charter Party Agreement dated 12.10.2025.

5. Learned Advocate Mr. Joshi further submitted that the Disponent Owner had vide its email dated 15.10.2025 specifically instructed the Master of Defendant Vessel to allow discharge of any cargo loaded on board the Defendant Vessel at the port of destination only against presentation of NOC issued from the registered email ID of Mr. Rajesh S. Jain, the Managing Director of the Plaintiff. The said instructions were acknowledged, and the Master of Defendant Vessel had confirmed to adhere to the aforesaid instructions vide his

email dated 15.10.2025. However, despite clear instructions to not discharge the cargo without obtaining the NOC from the Plaintiff, the Master of Defendant Vessel did not comply with the said instructions and the entire cargo of Steam Coal in Bulk weighing around 37,248 MT was discharged/unloaded at Fujairah Port between 07.02.2026 and 11.02.2026.

6. Learned Advocate Mr. Joshi further submitted that the Defendant vessel and her Owner have acted in breach of their duties and obligations, inasmuch as, the Defendant Vessel and/or the Master or the Owner of the Defendant Vessel or the Disponent Owner failed and/or refused to adhere to the terms of the Tripartite Agreement and failed to obtain Plaintiff's NOC prior to discharge of the cargo causing loss of contractual right to control cargo release and thereby destroyed the Plaintiff's maritime security interest linked to the voyage. The Plaintiff has suffered a loss of USD 2 Million for non-payment of freight charges, due to the non-compliance of Defendant Vessel, therefore, the Defendant Vessel and her owners are jointly and severally liable to pay to the Plaintiff together with cost and further interest.

7. Learned Advocate Mr. Joshi also submitted that the Plaintiff's claim arises on account of employment and operation of Defendant Vessel, non-cooperation and negligence of the Master and others and hence, amounts to a maritime claim against Defendant Vessel. The claim of the Plaintiff falls under

Sections 4(1)(f) and 4(1)(h) of The Admiralty (Jurisdiction & Settlement of Maritime Claims) Act, 2017. The same therefore gives rise to and/or constitutes a maritime claim against the Defendant vessel. Learned Advocate submitted that in the circumstances, the Plaintiff is entitled to proceed *in rem* against Defendant Vessel for security for its claim and is entitled to an order of arrest of the Defendant Vessel.

8. Learned Advocate for the Plaintiff further submitted that the Plaintiff thus has a maritime claim falling under Sections 4(1)(f) and 4(1)(h) of The Admiralty Act, 2017, which legitimately entitles it to procure the arrest, condemnation and sale of the Defendant Vessel, as security for its claim, and hence consequently entitled to proceed against the Defendant Vessel *in rem* in order to exercise of its maritime claim arose by reason of loss caused due to negligence of the Master and others who are the employee of the said owners of Defendant Vessel. Learned Advocate further submitted that the Plaintiff is entitled to an arrest of the Defendant Vessel, together with her hull, tackle, engines, machinery, apparel, equipment, stores, articles, things and other paraphernalia under the provisions of Section 5(1)(a) of the Admiralty Act, 2017, for the purpose of securing and recovering their maritime claim.

9. Heard Learned Advocate Mr. Joshi for the Plaintiff and also considered the averments made in the plain herein declared at Ahmedabad on 27.02.2026 filed by the advocate

for the Plaintiff herein and the affidavit of Mr. M. Senthilkumar, the authorized Signatory of the Plaintiff abovenamed affirmed on 27.02.2026 in support of the arrest. On a reading of the plaint and annexures thereto, prima facie it appears that the Plaintiff's claim in the Plaint is in the nature of a maritime claim.

10. Upon hearing Mr. Ishan Joshi, Learned Advocate for the Plaintiff and 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 defendants sustaining prejudice by this order, I do order that the Registrar of this Court do issue a warrant for the arrest of the Defendant Vessel MV Honcho (IMO 9602978) along with her hull, engines, gears, tackles, bunkers, machinery, apparel, plant, furnitures, equipments and all appurtenances, at present lying at Kandla Port 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 Kandla Port do effect the arrest, seizure or detention of the Defendant Vessel at present lying at Kandla Port 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 and/or those interested in her depositing in this Court for securing and/or satisfying

the Plaintiff's claim of USD 2,000,000 with further interest which amounts to USD 1,320,000, the said Warrant of Arrest shall not be executed against the Defendant Vessel at present lying at Kandla Port within the Indian territorial waters.

11. The Port Officer and the Customs Authorities at Kandla Port are directed to arrest the Defendant Vessel i.e., **MV HONCHO (IMO 9602978)** to be at Kandla Port within the Indian territorial waters and to keep the vessel under arrest until further orders of this Court. It is further ordered that the Port Officer and the Customs Officer at Kandla Port shall also intimate about this order to the Master/Chief Engineer of the Defendant Vessel through her Agent and effect the warrant of arrest for the Defendant Vessel.

12. The Registry is directed to send this order to Port and Customs at Kandla Port through Email at following addresses and the Authorities at Kandla Port shall act on Email copy of the order and take the Defendant Vessel under arrest.

- dydirector@kandlaport.gov.in
- harbourmaster@kandlaport.gov.in 13 pt
- dyconservator@kandlaport.gov.in
- srdydirector@kandlaport.gov.in
- dyco@kandlaport.gov.in

- vo@kandlaport.gov.in
- kandlacustoms@kandlaport.gov.in
- signaldept@kandlaport.gov.in,
- trafficmanager@deendayalport.gov.in,
- harbourmaster@deendayalport.gov.in,
- dyconservator@deendayalport.gov.in,
- dycvo@deendayalport.gov.in,
- cvo@deendayalport.gov.in,
- Secretary@deendayalport.gov.in,
- commmr-cusDeendayal@nic.in,

13. It is further directed that Authorities at Kandla Port shall act on Email copy of the order and take the Defendant Vessel i.e. MV HONCHO (IMO 9602978) under arrest immediately.

14. It is also open for the Plaintiff's advocate to communicate the above order by Email to the Authorities and the Owner/person interested in the Defendant Vessel Owner and the Port and Customs authorities at Kandla Port are directed to act on Email message with an ordinary copy of this order.

15. Issue **Notice** to the Defendant returnable on 20.3.2026. Direct service is permitted today.

V.J. SATWARA

(NIRAL R. MEHTA,J)

Original copy of this order has been signed by the Hon'ble Judge.
Digitally signed by: VIPUL JASWANTBHAI SATWARA(HC00170), PRINCIPAL PRIVATE SECRETARY, at High Court of Gujarat on 06/03/2026 17:38:01