

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/ADMIRALTY SUIT NO. 12 of 2025**

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EVER MARINE ENGINEERING TRADING CO. LIMITED

Versus

MV JAGUAR (IMO NO 9293002)

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Appearance:

MS JAYINI D THAKORE(11651) for the Plaintiff(s) No. 1

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CORAM:HONOURABLE MRS. JUSTICE MAUNA M. BHATT

Date : 28/03/2025

ORAL ORDER

1. Heard learned Advocate Shri Dipan Desai with learned Advocate Ms. Jayini Thakore for the plaintiff.

2. Learned Advocate for the plaintiff had mentioned for urgent circulation on 28.03.2025, for the matter to be taken up at 2:30 pm which was granted and the present Suit is taken up for hearing for urgent interim orders.

3. Learned Advocate for the Plaintiff submitted that the Plaintiff is having a maritime claim against the Defendant Vessel and that the Defendant Vessel is currently at Sikka Port, Jamnagar. It is sub-

mitted that one of the other vendors who had also provided various services to the Defendant Vessel, namely, Winzard (Hongkong) Limited, had preferred an Admiralty Suit No. 10 of 2025 against the very same Defendant Vessel for seeking arrest of the Defendant Vessel. This Hon'ble Court vide order dated 23.03.2025 was pleased to pass an order of arrest of the Defendant Vessel, which is presently lying at Port of Sikka, Jamnagar and is under the arrest of port authorities at Sikka, Jamnagar. It is submitted that the Defendant Vessel, has furnished security and is likely to sail away anytime after the completion of formalities.

4. It is contended that the Plaintiff has an irrefutable claim in respect of the Defendant Vessel. It was further submitted that if the Defendant Vessel is permitted to be sailed away, the Plaintiff will have no recourse whatsoever to recover the amounts due to it and its security will be lost forever rendering the entire proceedings infructuous.

5. Learned advocate further submitted that in view of the above the Plaintiff has a maritime claim falling under Section 4(m) of the

Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 for various services of repairs and maintenance of various parts/equipment of the Defendant Vessel for which the Plaintiff has raised an Invoice, which despite having been acknowledged by the manager/operator of the Defendant Vessel on behalf of the owner of the Defendant Vessel, has not been paid and still remains outstanding in favour of the Plaintiff. The present Suit is filed by the Plaintiff for recovery of the amounts due and payable by the Defendant Vessel and her owners, more particularly set out in the particulars of Claim filed by the Plaintiff and as prayed for in the present Suit in view of the fact that the Defendant Vessel is presently at Sikka Port, Jamnagar, Gujarat, India, which is within the jurisdiction of this Hon'ble Court and inter alia prayed for arrest of the Defendant Vessel.

6. It was also contented by learned Advocate for the Plaintiff that the Plaintiff was approached on behalf of the Defendant Vessel to provide various services in relation to repairs and maintenance of various parts/equipment of the Defendant Vessel for which the Plaintiff had rendered various services and had supplied various

parts and equipment's and had raised invoices. The defendant vessel had also acquired services of other five companies, who have assigned their dues in favor of the plaintiff vide Assignment Agreements dated 14.08.2024, produced at Annexure A11 to A15 at Page no. 379-388. The invoices raised by the plaintiff and the other five assignee companies along with Delivery Note/Work Done List are produced at Annexure A5 to A10, at page no. 68-378.

7. It was further pointed out that however, the manager on behalf of the owner of the defendant vessel vide its email dated 31.05.2024 proposed a settlement by which the dues of the Defendant Vessel and one another vessel was proposed to be settled at a lump sum price USD 2.1 million and eventually email dated 10.08.2024, the manager, for and on behalf of the owners of the Defendant vessel and other vessels to whom services had been provided by the Plaintiff and the other five companies, circulated a draft General Release and Settlement Agreement, duly drawn up by them and/or their legal advisors, setting out the terms and modalities of the settlement.

8. It was therefore contented by learned advocate for the Plaintiff that despite having availed the services of the Plaintiff, the Defendant Vessel is not making the payment of USD 3,894,532.50 to the Plaintiff and the said amount is still outstanding to be recovered by the Plaintiff from the Defendant Vessel. It is the specific case of the Plaintiff that change in ownership of the defendant vessel is a camouflage created by her owner to circumvent the liability of the defendant vessel, which needs to be ignored and the Defendant Vessel is liable to make the payment of the outstanding amount to the Plaintiff.

9. Upon hearing learned Advocate Mr. Desai for the Plaintiff and upon reading the Plaint herein declared at Ahmedabad on 28.03.2025 filed by the advocate for the Plaintiff herein and the Affidavit of Mr. Harshadkumar P. Modi, Authorized Signatory of the Plaintiff above-named affirmed on 28.03.2025 and upon hearing counsel for the Plaintiff and upon the Plaintiff giving an undertaking in writing to the Registrar of this Court 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, issue

Notice to the Defendant returnable on **09.05.2025**.

10. I do order that the Registrar of this Court do issue a warrant for the arrest of the Defendant Vessel, MV JAGUAR (IM No. 9293002) along with her hull, engines, gears, tackles, bunkers, machinery, apparel, plant, furniture, equipment and all appurtenances, at present lying at Sikka Port, Jamnagar, Gujarat, India and that the Warrant of Arrest be executed at any time of the day or night or on Sundays or holidays.

11. I do further order that the Superintendent of Customs at Sikka Port at Jamnagar and Port Authorities at Sikka Port, Jamnagar do effect the arrest, seizure or detention of the defendant Vessel MV JAGUAR (IM No. 9293002) at present lying at Sikka Port, Jamnagar, Gujarat, India or such other place wherever she may be and I do further order that in the event of the Defendant Vessel and/or those interested in her depositing in this Court the principal amount of USD 3,894,532.50 towards the outstanding amount from the invoices dated 10.10.2023, 02.11.2023, 21.09.2023, 12.09.2021, 02.11.2023, 10.11.2023, and USD 288,078.87 towards interest as on

28.03.2025 towards the outstanding amount and the legal costs of USD 25,000 aggregating to USD 4,207,611.37/ as per particulars of claim, the said Warrant of Arrest shall not be executed against the Defendant Vessel at present at present lying at Sikka Port, Jamnagar, Gujarat, India.

12. The Superintendent of Customs at Sikka Port, Jamnagar with the Port Officer, Sikka, Jamnagar are directed to arrest the Vessel MV JAGUAR (IM No. 9293002) at present lying at Sikka Port, Jamnagar, Gujarat, India and to keep the Vessel under arrest until further orders of this Court. It is further ordered that the above-referred Officers shall also intimate about this order to the person in-charge of the Defendant Vessel and effect the warrant of arrest for the Defendant Vessel.

13. It is also open for the Plaintiff's Advocate to communicate the above order by email to the above-referred authorities and to the person interested in the Defendant Vessel, and the above-referred authorities are directed to act on email message with an ordinary copy of this order.

14. The Registry is directed to send this order to Port and Customs at Sikka Port, Jamnagar on the following email addresses:

- (1) Sikka Customs: ch-sikka@gov.in
- (2) GMB Port office: gmb.jamnagar82@gmail.com
- (3) AGENTS, J.M.BAXI - jmboperations-jamnagar@jmbaxi.com
- (4) port operation.centre@ril.com
- (5) ashoo.mote@ril.com
- (6) Chsikka2012@yahoo.com
- (7) custjmr@nic.in
- (8) Commr-custjmr@nic.in
- (9) pojам.gmb@gmail.com

15. It is made clear that it will be open for the Defendants to approach this Court even prior to the returnable date with adequate notice to the plaintiff.

16. The Office is directed to serve the warrant of arrest on the Defendant Vessel through Agent/Master or person in-charge and send copy thereof to the concerned officers and authorities referred to in this Order.

17. Direct service is permitted today.

(MAUNA M. BHATT,J)

NAIR SMITA V.-02-SB-II

Original copy of this order has been signed by the Hon'ble Judge.
Digitally signed by: SMITA VINU NAIR(HC00186), PRINCIPAL PRIVATE SECRETARY, at High Court of Gujarat on 28/03/2025 16:22:23