

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/ADMIRALTY SUIT NO. 27 of 2026**

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PANOCO KOREA CO.LTD.
Versus
MV AURELIAN (IMO NO.9304332) & ANR.

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Appearance:

MR. JAIMIN R. DAVE with MR MANAV A MEHTA(3246) for the Plaintiff(s)
No. 1

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CORAM: HONOURABLE MR. JUSTICE NIRAL R. MEHTA

Date : 27/03/2026

ORAL ORDER

1. Learned Advocate Mr. Jaimin Dave mentioned this matter for urgent circulation today and considering the urgency involved, the present matter is taken up for hearing today.
2. Heard Learned Advocate Mr. Jaimin Dave for the Plaintiff.
3. Ld. Advocate Mr. Jaimin Dave for the Plaintiff has placed reliance on the averments made in the plaint and submitted that on or around January 2026, one Winharvest Matitime Ltd. the registered owners of the Defendant Vessel approached the Plaintiff on behalf of the Defendant Vessel for supply of approx.300- 500 Mts. of fuel oil (“Bunkers”) to the Defendant

Vessel at Port Klang, Malaysia between 31st January 2026 – 4th February 2026. The Ld. Advocate submitted that the supply was confirmed by the Plaintiff and a bunker confirmation was issued by the Plaintiff wherein the Buyers were stated to be “MV AURELIAN and / or Owners/Charterers/ Managers/ Operators/ Agents and/or Winharvest Maritime Ltd”. It is further submitted that the said confirmation also mentioned that the supply will be as per the Plaintiff’s general terms and condition (General, Standard Terms and Conditions for the Sale of Marine Fuels) which are available on <http://www.panoco.co.kr>

4. Learned Advocate Mr. Dave further submitted that on 31st January 2026, the Plaintiff through its physical supplier supplied 287.538 Mts. of bunkers via Bunker Delivery Note dated 31 January 2026 to the Defendant Vessel at Klang Port, Malaysia.

5. Learned Advocate Mr. Dave further submitted that the Master/Chief Engineer of the Defendant Vessel acknowledged the said Bunkers by endorsing upon the Bunker Delivery Note and accepted without raising any protest and/or demur.

6. Learned Advocate Mr. Dave further submitted that Pursuant to the supply of bunkers to the Defendant Vessel, the

Plaintiff issued Invoice dated 20th February 2026 bearing Invoice No. PNOK24940 on account of the Defendant Vessel and/or owners/ charterers/Operators/ Managers/ Winharvest Matitime Ltd. for an amount of USD 120,765.96. Ld. Advocate submitted that the Invoice provided that the due date of the invoice was 1st March 2026.

7. Ld. Advocate Mr. Dave for the Plaintiff further submitted that due date for Invoice was 1st March 2026 but the Defendant Vessel and/or owners/ charterers/Operators/ Managers/ Winharvest Matitime Ltd. have failed and neglected in making outstanding payment.

8. Ld. Advocate Mr. Dave further submitted that Defendants have raised a purported quality claim in respect of the bunkers supplied; however, as per the applicable ‘Terms and Conditions’, the stipulated period for raising such a claim had already expired. The Ld. Advocate submitted that without prejudice to the foregoing, and in good faith, the Plaintiff proposed that a joint testing of samples be undertaken; however, the same was refused by by the Defendants, and no further response was received thereafter. The Ld. Advocate further submitted that, such a claim does not suspend or affect the Defendants’ obligation to make full payment of the

invoiced amount without any set-off or deduction. The Ld. Advocate submitted that despite repeated reminders and communications dated 17.03.2026 and 25.03.2026, the Defendant Vessel and/or its Owners, Charterers, Operators, and/or WINHARVEST MARITIME LIMITED have failed and neglected to make payment of the outstanding dues.

9. Ld. Advocate Mr. Dave further submitted that the Defendant Vessel and her Owner are jointly and severally liable to the Plaintiff and that the Plaintiff is entitled to for payment for its claim for the principal amount of USD 120,765.96 along with interest at the rate of 24% per annum amounting to USD 1,904 calculated from the due date of the invoice, i.e. 01 March 2026 till the date of the suit together with legal cost of USD 25,000 aggregating to USD 147,670 with further interest on USD 120,765.96 at the rate of 2% per month from the date of the suit till payment as per particulars of claim and for security of the said claim.

10. Learned Advocate Mr. Dave further submitted that the Plaintiff's claim arises by reason of bunkers supplied to the Defendant Vessel at the request of managers/agent/authorised person and entity of the Defendant Vessel. The supplies were made to the faith and credit of the Defendant Vessel. It is

further submitted that the supply of bunker fuel gives rise to and/or constitutes a maritime claim under Section 4(1)(l) of the Admiralty Act, 2017. This can be enforced *in rem* by arrest of the Defendant Vessel. Ld. Advocate submitted that in the circumstances the Plaintiff is entitled to proceed *in rem* against the Defendant vessel and is entitled to an order of arrest of the Defendant vessel.

11. Ld. Advocate for the Plaintiff further submitted that the Plaintiff thus has a maritime claim falling under Section 4 (1) (l) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 for supply of bunker fuel to the Defendant Vessel at the instance and request of managers and/or agent and/or registered owners of the Defendant Vessel and hence consequently entitled to proceed against the Defendant vessel *in rem* in order to exercise the said maritime claim. Ld. Advocate for the Plaintiff further submitted that the Plaintiff is entitled to an arrest of the Defendant Vessel together with her hull, tackle, engines, machinery, boats, apparel and other paraphernalia under the provision of Section 5(1)(a) of the Admiralty Act, 2017 for the purpose of securing and recovering their maritime claim.

12. Heard Learned Advocate Mr. Dave for the Plaintiff and

also considered the averments made in the plaint herein declared at Ahmedabad on 27.03.2026 filed by the advocate for the Plaintiff herein and the affidavit of Mr. Ashok Prajapati, the Constituted Attorney of the Plaintiff above named affirmed on 27.03.2026 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.

13. Upon hearing Learned Advocate Mr. Dave 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 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 **MV AURELIAN (IMO NO. 9304332)** along with her hull, engines, gears, tackles, bunkers, machinery, apparel, plant, furniture, equipment and all appurtenances, at present lying at Port and harbor of Deendayal 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 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 Defendants and / or those interested in her depositing in this Court for securing and / or satisfying the Plaintiff's claim of USD 147,670 with further interest at the rate of 24% per annum on principal claim calculated from the due date of the invoice, i.e. 1st March 2026 till payment/or realization, the said Warrant of Arrest would not be executed against the Defendant Vessel at present lying at Deendayal Port, Kandla within the Indian territorial waters.

14. The Port Officer and the Customs Authorities at Deendayal Port are directed to arrest the Defendant Vessel i.e., **MV AURELIAN (IMO NO. 9304332)** at present lying at Deendayal Port, Kandla 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, Kandla 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.

15. The Registry is directed to send this order to Port and

Customs at Deendayal Port at following addresses:

dydirector@kandlaport.gov.in,
harbourmaster@kandlaport.gov.in,
dyconservator@kandlaport.gov.in,
srdydirector@kandlaport.gov.in,
dycvo@kandlaport.gov.in,
vo@kandlaport.gov.in,
kandlacustoms@gmail.com,
hmofficekpt@gmail.com,
trafficmanager@kandlaport.gov.in,
komal.patel@gov.in,
signaldpt@kandlaport.gov.in,
commr-cusKandla@nic.in,
cvo@kandlaport.gov.in,
signaldpt@deendayalport.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,
dydirector@deendayalport.gov.in

16. It is further directed that Authorities at Deendayal Port shall act on Email copy of the order and take the Defendant Vessel i.e. **MV AURELIAN (IMO NO. 9304332)** under arrest immediately.

17. Notice to the Defendants returnable on 24.04.2026. The Plaintiff is permitted to serve to the Defendant Vessel through her Owner or interested person through email. 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. The period of filing Written Statement as required under the provision of Order 8 Rule 1 shall commence from the date of service of the warrant of arrest upon the Defendant Vessel through her owner or any other person interested in the Vessel through email by the Plaintiff.

18. It is also open for the Plaintiff to communicate the above order by Email to the Port and Customs authorities at Deendayal Port and the Authorities at Deendayal Port are directed to act on Email message with an ordinary copy of this order.

Direct Service is permitted today.

(NIRAL R. MEHTA,J)

NIHAL PATEL