

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/ADMIRALTY SUIT NO. 36 of 2026**

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EASTERN MARINE AND SHIP REPAIR LLC

Versus

MV ELVITA R(IMO - 9395264) & ANR.

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Appearance:

MR. ASHUTOSH A. SINGHANIA(18285) for the Plaintiff(s) No. 1

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CORAM:**HONOURABLE MR. JUSTICE NIRAL R. MEHTA****Date : 08/05/2026****ORAL ORDER**

[1] Heard Learned Advocate Mr. Ashutosh Singhania for the Plaintiff.

[2] Learned Advocate Mr. Singhania for the Plaintiff has placed reliance on the averments made in the plaint and the documents annexed thereto. It is submitted that the Plaintiff is engaged in the business of ship repair, maintenance and supply of equipment and services to vessels.

[3] Learned Advocate Mr. Singhania submitted that during September 2024, the Plaintiff was approached by Ms. Nooshin and Ozarka Shipping FZCO on behalf of the owners/managers of

vessels MT Evelyn (IMO No. 9066887), MT Katsuya (IMO No. 9178068) and MT Sondos (IMO No. 9268186) for carrying out repair works, maintenance and supply of equipment to the said vessels.

[4] Learned Advocate Mr. Singhania submitted that pursuant to such requests, the Plaintiff carried out extensive engineering, mechanical and steel repair works on the aforesaid vessels and also supplied generators and related equipment. It is submitted that all such works were carried out to the satisfaction of the Masters and/or Chief Engineers of the concerned vessels and corresponding work completion certificates, invoices and Statements of Account were duly acknowledged. It is further submitted that at no point in time did the Master and/or Chief officer and/or Chief Engineer of the vessels raise any protest, objection and/or demur regarding the services received to them by the Plaintiff. Ld. Advocate Mr. Singhania submitted that it is pertinent to note that Ms. Nooshin works for the owners of the Defendant Vessel i.e. Elvita Ride Shipping Inc.

[5] Learned Advocate Mr. Singhania further submitted that in respect of vessel MT Katsuya (IMO No. 9178068), the Plaintiff undertook various afloat repair works at Khalid Port, Sharjah and raised multiple invoices for repair work undertaken on vessel MT Katsuya along with signed work done certificates duly acknowledged by Master and/or Chief officer and/or Chief Engineer of the vessel & Statement of account (SOA) related to the aforesaid work between September 2024 and November 2024 aggregating to USD 2,82,426.50. Ld. Advocate submitted that the said invoices were shared with Ozarka Shipping FZCO and Elvita Ride Shipping Inc for payment via email dated 14th November 2024 along with related documents. Ld. Advocate further submitted that it is pertinent to mention that on 21st November 2024 Ozarka Shipping FZCO replied stating to advise the currency of Plaintiff's account and if it is not in AED to provide them with AED account details of the Plaintiff, thereby duly acknowledging the due amount owed to them. It is further submitted that despite repeated follow-ups and reminders sent between the period November 2024 to March 2025, to both Ozarka Shipping FZCO and Elvita Ride

Shipping Inc, the said invoices remain unpaid.

[6] Learned Advocate Mr. Singhania further submitted that in respect of vessel MT Sondos (IMO No. 9268186), the Plaintiff had supplied generator on rent to the vessel MT Sondos (IMO No. 9268186) on request of Ozarka Shipping FZCO and Elvita Ride Shipping Inc. It is submitted that the rental payments were on a monthly cycle. It is further submitted that on 22nd March 2025, the Plaintiff addressed an email to Ozarka Shipping FZCO and Elvita Ride Shipping Inc requesting for release of rental payment for generator, wherein it was specifically stated that it was agreed that rental payment was to be remitted before 21st February 2025. It is submitted that, however, the Plaintiff did not receive the rental payments.

[7] Learned Advocate Mr. Singhania further submitted that, on 21st April 2025, the Plaintiff addressed a follow-up email to Ozarka Shipping FZCO and Elvita Ride Shipping Inc., upon their failure to adhere to the agreed payment terms, recording the outstanding dues and calling upon them to make immediate

payment. It is submitted that the said email expressly recorded that the payment plan proposed by Ms. Nooshin, and forwarded and negotiated by Mr. Mike, had been agreed to by the Plaintiff in respect of the vessels Katsuya and Evelyn. It is submitted that the said email further recorded that an amount of USD 118,040/- towards two months' generator rent for the vessel MT Sondos (IMO No. 9268186) remained outstanding and unpaid, along with USD 13,240/- towards Khorfakkan repair charges. It was further submitted that the third month's generator rent had fallen due with effect from 21st April 2025 and remained unpaid.

[8] Learned Advocate Mr. Singhania further submitted that till date the Ozarka Shipping FZCO and Elvita Ride Shipping Inc are not remitting the rental payments for the generator supplied and in use onboard the vessel MT Sondos (IMO No. 9268186). It is further submitted that till date as per Plaintiff's SOA generator rental amount along with supply of Generator 1100KW, 60HZ Marine Speck and related accessories amounting to a total of USD 16,69,320/-remains outstanding.

[9] Learned Advocate Mr. Singhania further submitted that in respect of vessel MT Evelyn (IMO No. 9066887), the Plaintiff carried out tank cleaning, steel repairs, labour supply and mechanical repairs and raised invoices aggregating to USD 3,15,604.00. Ld. Advocate further submitted that on 13th February 2025, the Plaintiff shared all invoices for repair work undertaken on vessel MT Evelyn (IMO No. 9066887), along with duly signed work done certificates acknowledged by the Master and/or Chief officer and/or Chief Engineer of the vessel & SOA related to afloat repairs at Port Khalid with Ozarka Shipping FZCO and Elvita Ride Shipping Inc for payment. Ld. Advocate submitted that out of the total amount due only a part payment of USD 1,17,228/- was received on 13th March 2025 and an amount of USD 2,23,043/- remains outstanding.

[10] Learned Advocate Mr. Singhania further submitted that on 1st May 2025, the Plaintiff again addressed an email to Ozarka Shipping FZCO and Elvita Ride Shipping Inc for payment. It is submitted that the Plaintiff, vide the said email, recorded the failure of Ozarka Shipping FZCO and Elvita Ride Shipping Inc to

honour the agreed payment plan in respect of the vessels MT Evelyn and MT Katsuya, despite completion of the works, and further recorded that three months' generator rent in respect of the vessel MT Sondos, which was agreed to be paid in advance, remained outstanding and unpaid. It is submitted that the Plaintiff, while reserving its rights and contentions, and in an effort to amicably resolve the matter, proposed revised payment terms, including (i) immediate payment of the second installment due in respect of MT Evelyn, which had fallen due on 21 April 2025, and (ii) immediate payment of the entire outstanding amount in respect of MT Sondos (AED 698,401). It is further submitted that the Plaintiff called upon the Ozarka Shipping FZCO and Elvita Ride Shipping Inc to ensure that the balance payments were made strictly in accordance with the agreed payment plan against cheques issued by the owner and not the vessel manager.

[11] Learned Advocate Mr. Singhania further submitted that despite repeated reminders, Ozarka Shipping FZCO and Elvita Ride Shipping Inc have failed to remit any funds to the Plaintiff towards the Invoices, which continues to remain outstanding. It is submitted

that Ozarka Shipping FZCO and Elvita Ride Shipping Inc have never disputed their liability to pay the outstanding amounts in any of the communications with the Plaintiff. It is submitted that Ozarka Shipping FZCO and Elvita Ride Shipping Inc have failed to make payment to the Plaintiff and the Invoices continues to remain unpaid.

[12] Learned Advocate Mr. Singhania submitted that the Defendant Vessel MV ELVITA R (IMO – 9395264) belonged to Elvita Ride Shipping Inc., being the erstwhile owners of the aforesaid vessels, and that the management and operations of the vessels MT Evelyn, MT Katsuya and MT Sondos were vested with Ozarka Shipping FZCO, which was also managing the Defendant Vessel MV ELVITA R.

[13] Learned Advocate Mr. Singhania submitted that all orders for repairs, maintenance, supply of equipment and related services were placed with the Plaintiff by Ozarka Shipping FZCO, who are also the desponent owners of the Defendant Vessel and the Plaintiff rendered the services on the faith and credit of the vessels

and their owners/managers.

[14] Learned Advocate Mr. Singhania further submitted that pursuant to orders passed by this Hon'ble Court dated 04.02.2026 and 05.02.2026 in Admiralty Suit No. 24 of 2025 and connected proceedings, the Defendant Vessel MV ELVITA R came to be sold by way of public auction in favour of Archean Chemical Industries Ltd. and the sale proceeds thereof have been deposited. However, the Plaintiff is not sure whether Bill of Sale has been issued or not.

[15] Learned Advocate Mr. Singhania submitted that since the sale proceeds now represent the res before this Hon'ble Court, the Plaintiff is also entitled to maintain and enforce its maritime claim against the sale proceeds of the Defendant Vessel.

[16] Learned Advocate Mr. Singhania submitted that as per the Statement of Accounts maintained by the Plaintiff in the ordinary course of business, a total amount of USD 21,74,789.50 remains due and payable towards unpaid invoices raised for services rendered, repairs carried out and equipment supplied by the Plaintiff and a legal costs of USD 20,000/- aggregating to USD

21,94,789.50 along with interest at the rate of 12% per annum from the date of filing of the suit till realization, as per particulars of claim and for security of the said claim.

[17] Learned Advocate Mr. Singhania submitted that the Plaintiff's claim constitutes a maritime claim within the meaning of Sections 4(1)(l) and 4(1)(m) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 due to non-payment of the invoice raised by the Plaintiff for providing services, maintenance and equipment to the vessels MT Evelyn (IMO No. 9066887), MT Katsuya (IMO No. 9178068), and MT Sondos (IMO No. 9268186) which are owned and/or managed by associate companies of the erstwhile owners of the Defendant Vessel i.e. Elvita Ride Shipping Inc. Further, Ozarka Shipping FZCO are the despondent owners of the Defendant Vessel Elvita R. The management of the aforesaid vessels MT Evelyn (IMO No. 9066887), MT Katsuya (IMO No. 9178068), and MT Sondos (IMO No. 9268186) was vested in Ozarka Shipping FZCO. It is submitted that the Plaintiff has a valid, subsisting, and enforceable claim against against the Defendant Vessel and/or the sale proceeds

representing the Defendant Vessel, inasmuch as the aforesaid vessels are owned and/or managed by associate companies of the erstwhile owners of the Defendant Vessel and Ozarka Shipping FZCO, who are also the despondent owners of the Defendant Vessel., and hence consequently entitled to proceed against the Defendant vessel *in rem* and/ or her sale proceeds in order to exercise the said maritime claim. It is further submitted that consequently, the Plaintiff is entitled to an arrest of the Defendant Vessel together with her hull, tackle, engines, machinery, boats, apparel and other paraphernalia and / or attachment of her sale proceeds for the purpose of securing their claim in suit.

[18] Learned Advocate further submitted that this Hon'ble Court is entitled to invoke and exercise its Admiralty jurisdiction under the Admiralty Courts Act, 2017 as presently the Defendant Vessel is at Bedi port within territorial jurisdiction of this Hon'ble Court. It is further submitted that this Hon'ble Court therefore has jurisdiction to entertain, try and dispose of the present suit. Under the Admiralty Jurisdiction of this Hon'ble Court, the Defendant vessel is thus liable to be arrested. It is submitted that this action *in*

rem is, therefore, enforceable by the arrest of the Defendant vessel together with her hull, tackle, engines, machinery, boats, apparel and other paraphernalia and/ or attachment of her sale proceeds. It is submitted that thus, the arrest of the Defendant Vessel and/ or attachment of her sale proceeds is the only manner in which the Plaintiffs' claim against the Defendant Vessel can be secured, failing which any decree passed against the Defendant Vessel will be impossible to execute. Ld. Advocate submitted that an ad interim order of arrest of the Defendant Vessel and/ or attachment of her sale proceeds is necessary failing which grave and irretrievable loss and injury will be caused to the Plaintiff. It is submitted that in the absence of an order of arrest, the Plaintiff's suit will be rendered infructuous as the Plaintiff cannot look anywhere for satisfaction of their claim but the Defendant Vessel.

[19] Having heard Learned Advocate Mr. Ashutosh Singhanian for the Plaintiff and also considered the averments made in the plaint herein declared at Ahmedabad on 05.05.2026 filed by advocate Mr. Ashutosh Singhanian for the Plaintiff herein and the affidavit of Mr. Sanjay Baranda, the authorised representative of

the Plaintiff above named affirmed on 05.05.2026 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.

[20] Upon hearing Learned Advocate Mr. Ashutosh Singhanian 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 ELVITA R (IMO No. 9395264) along with her hull, engines, machinery, boats, apparel and other paraphernalia, at present lying at Bedi Port, within the Indian territorial waters and that the Warrant of Arrest be executed at any time of the day or night or on Sunday or holidays and I do further order that the Port Officer and the Customs Authorities at Bedi Port, Jamnagar do effect the arrest, seizure or detention of the Defendant Vessel at present lying at Bedi 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 21,94,789.50 with further interest at the rate of 12% per annum on claim calculated from the date of the present suit i.e., 5th May 2026 till payment/or realization as per particulars of claim, the said Warrant of Arrest would not be executed against the Defendant Vessel at present lying at Bedi Port, Jamnagar within the Indian territorial waters. However, considering the fact that the auction purchaser has already deposited the complete sale consideration, the arrest of the defendant vessel may be substituted with an order of attachment of the sale proceeds to the aforesaid extent.

[21] Under the circumstances, the Registry is directed to attach the sale proceeds deposited by Goodearth Maritime Pvt. Limited, pursuant to auction proceedings dated 05.02.2026 till further order of this Court.

[22] **Notice** to the Defendants returnable on 12th June 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.

[23] It is also open for the Plaintiff to communicate the above order by Email to the Port and Customs authorities at Bedi Port, Jamnagar and the Authorities at Bedi Port, Jamnagar are directed to act on Email message with an ordinary copy of this order.

Direct Service is permitted today.

(NIRAL R. MEHTA,J)

CHANDRESH

Original copy of this order has been signed by the Hon'ble Judge.
Digitally signed by: CHANDRESH NATVARBHAI SIDDHAPURA(HC01109), PRIVATE SECRETARY, at High Court of Gujarat on 08/05/2026 15:52:51