

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/ADMIRALTY SUIT NO. 42 of 2026**=====
LANDSMILL AGRO PRIVATE LIMITED

Versus

MT CLEAROCEAN MARAUDER (IMO 9890446) & ANR.
=====

Appearance:

MS PAURAMI B. SHETH(841) for the Plaintiff(s) No. 1
=====CORAM:**HONOURABLE MR.JUSTICE L. S. PIRZADA****Date : 05/06/2026****ORAL ORDER**

1. Learned Advocate Ms. Paurami Sheth has submitted that claim arises for losses caused to the Plaintiff on account of short delivery of the cargo of Crude palm Oil to the Plaintiff as receiver of the goods by the Defendant Vessel, her Owner and all interested concerned, that the Plaintiffs placed order for Crude Oil with one Olam Global Agri Pte. Ltd., Singapore (herein after referred as "the Seller") for supply of 1,750 Crude Palm Oil at USD 1245/- PMT CFR, that One Voyager Trading Partners LLC also placed order with the Seller for supply of 1000 Mts. +/- 2% at

Seller's Option Crude Palm Oil at USD 1,245/- PMT CFR with an understanding that though the order has been placed by Voyager Trading Partners LLC, the goods would be received by the plaintiff and the payment was to be made to the Seller through Voyager Trading Partners LLC, that it was agreed that the Plaintiff would make payment immediately upon raising of Invoices, that the Seller raised Commercial Invoice dated 23.05.2026 bearing No. 08602/05/2026 in name of the Plaintiff for USD 2,178,750/- for 1750 MTs at USD 1245 PMT and Commercial Invoice dated 23.05.2026 bearing No. 08603/05/2026 in name of the Voyager Trading Partners LLC dated 23.05.2026 for USD 1,245,000/- for 1000 MTs at USD 1245 PMT, that in turn Voyager Trading Partners LLC raised Invoice No. BTP/INVOICE/2026/5730 dated 23.05.2026 upon the plaintiff.

- 2.** Learned Advocate Ms. Paurami Sheth has further submitted that upon loading of the goods on the Defendant Vessel, in all the Master issued seven

“Clean on Board” Bill of Ladings through the Agent all dated 15.05.2026 indicating the quantity in bulk and for total quantity of 1,750 MTs Crude Palm Oil mentioning Load Port, discharge port at Deendayal Port, the Consignee as “To order” and the Plaintiff as “Notify Party” and four “Clean on Board” Bill of Ladings through the Agent all dated 15.05.2026 indicating the quantity in bulk and for total quantity of 1,750 MTs Crude Palm Oil mentioning Load Port, discharge port at Deendayal Port, the Consignee as “To order ” and the Plaintiff and Voyager Trading Partners LLC as “Notify Party”.

- 3.** Learned Advocate Ms. Paurami Sheth has also submitted that the Plaintiff made payment of USD 2,178,750/- to Olam Global Agri Pte. Ltd., Singapore through the Axis Bank on 29.05.2026. and made payment of USD 1,246,087/- to Voyager Trading Partners LLC through Axis Bank on 01.06.2026, that Voyager Trading Partners LLC in turn made payment to the Seller through Standard Charter Bank on

01.06.2026 of a sum of 1,245,000/-

- 4.** Learned Advocate Ms. Paurami Sheth submitted that prior to shipment on Board the Defendant Vessel at load Port, Inspection was carried out by one Alfred H Knigst Agriculture Services Singapore. Pte. Ltd. which has submitted two reports both dated 18.05.2026 inter alia reporting, that goods being 1750 Mts. and 1000 Mts. have been loaded in good condition which are to be received by the Plaintiff.
- 5.** Learned Advocate Ms. Paurami Sheth further submitted that the Defendant Vessel arrived at Deendayal Port on 31.05.2026 and allotted Berth on 01.06.2026, that the Plaintiff appointed Control union Inspections and Certifications India Pvt. Ltd. as their Surveyor which has carried out inspection while delivery of the delivery of cargo to the Plaintiff that the said surveyor found that as against the cargo to be delivered at Deendayal Port of 2750 MTs. to the Plaintiff, actual quantity has been delivered of 2699 Mts of Crude Palm Oil and thereby there would be less

delivery of 51 Mts. of Crude Palm Oil cargo, that the Surveyor of the Plaintiff pointed out about 51 MTs short delivery vide email dated 03.06.2026.

- 6.** Learned Advocate Ms. Paurami Sheth further submitted that the Master of the Defendant Vessel has not acknowledged the said short delivery but it is also reflected from the email of J. M. Baxi, the Agent of the Defendant Vessel, that the Plaintiff also intimated to the Master and the Owner of the Defendant Vessel through her Agent about short delivery of the goods and called upon them to make payment for loss suffered by it for short delivery of 51 MTs as per statement of claim.
- 7.** Learned Advocate Ms. Paurami Sheth submitted that the Defendants are in flagrant breach of their obligations resulting in loss suffered by the Plaintiff, that the Defendant Vessel and her Owners are therefore liable to make good the losses suffered by the Plaintiff, that the present claim arises out of losses suffered by the Plaintiff for short delivery of the goods

on account of operation of the Defendant Vessel and negligence of the Master and others hence amounts to a maritime claim against the Defendants Vessel for which the plaintiff is constrained to file present suit and interalia prayed for arrest of the Defendant Vessel and further seeks permission under Order 2 Rule 2 of C.P.C.

- 8.** Learned Advocate Ms. Paurami Sheth submitted that the Plaintiff's claim arises by reason of damage done in tort to their goods/cargo by operation of the Defendant Vessel and negligence of the Masters and others who are the employee of the said owners of the Defendant vessel, that the same falls under Section 4(1)(d) and 4(1)(f) of The Admiralty (Jurisdiction & Settlement of Maritime Claims) Act and gives rise to and/or constitutes a maritime claim against the Defendant vessel which can be enforced and/or crystallized against the Defendant Vessel and hence, consequently the Defendant vessel is required to be arrested for action in rem securing its maritime claim.

- 9.** Heard Learned Advocate Ms. Paurami Sheth assisted by Mr. Darshankumar Kabra and Mr. Om Shah Advocates and considered the averments made in the plaint herein declared at Ahmedabad on 04.06.2026 filed by the Advocate for the Plaintiff herein and the affidavit of the Plaintiff, Mr. Raju Desai, the Authorized Representative of the Plaintiff above named affirmed on 04.06.2026 in support of the arrest. On a reading of the plaint and exhibits thereto, prima facie it appears that the claim in the Plaint is in the nature of a maritime claim for the loss suffered by the Plaintiff on account of short delivery of the Crude Palm Oil on account of the damage done by the operations of the Defendant Vessel.
- 10.** Upon the Plaintiff giving its undertaking through its Director, Mr. Garvit Agarwal, with an undertaking of Authorised Person 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, CLEAROCEAN MARAUDER having IMO NO. 9890446 along with her hull, engines, gears, tackles, bunkers, machinery, apparel, plant, furniture, equipment and all appurtenances, at present lying at Deendayal Port, Kandla and/or anchorage or wherever she is 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, Kandla, do effect the arrest, seizure or detention of the Defendant Vessel at present lying at Deendayal Port, Kandla 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 outstanding claim of principle amount of USD 82,151/- (rounded of 82,151.43) for short delivery of cargo of 51 Mts.and legal cost of USD 15,000/-

aggregating USD 97,151/- together with further interest on USD 82,151/- at the rate of 18% p.a. from the date of suit until payment, as per particulars of Claim, the said Warrant of Arrest would not be executed against the Defendant Vessel at present lying at Deendayal Port, Kandla and/or anchorage or within the Indian territorial waters.

- 11.** The Port Officer and the Customs Authorities at Deendayal Port, Kandla are directed to arrest the Defendant Vessel at present lying at Deendayal Port, Kandla, within the Indian territorial waters immediately 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.
- 12.** The Registry is directed to send this order to Port and Customs at Deendayal Port, Kandla at the following

addresses, and the Authorities at Deendayal Port, Kandla shall act on an Email copy of the order and take the Defendant Vessel under arrest:

- (i) signalcpt@deendayalport.gov.in
- (ii) trafficmanager@deendayalport.gov.in
- (iii) harbourmaster@deendayalport.gov.in
- (iv) dydirector@deendayalport.gov.in
- (v) dyconservator@deendayalport.gov.in
- (vi) dycvo@deendayalport.gov.in
- (vii) cvo@deendayalport.gov.in
- (viii) dychairman@deendayalport.gov.in
- (ix) cvo@deendayalport.gov.in
- (x) secretary@deendayalport.gov.in
- (xi) commr-cusDeendayal@nic.in
- (xii) kandlacustoms@gmail.com

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

order.

- 14.** Notice to the Defendants returnable on 09.06.2026.
The Plaintiff is permitted to serve to the Defendant Vessel and her Owner or interested person through email.
- 15.** It is made clear that it will be open for the Defendants to approach this Court even prior to the returnable date with prior notice to the Plaintiff.

Direct service is permitted today.

DIKSHA

(L. S. PIRZADA, J)