

**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
R/ADMIRALTY SUIT NO. 43 of 2026**

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ARCTIC ANTHEM COMPANY LTD

Versus

MV GALA (EX NAME GALAXY) IMO NO 7516773 & ANR.

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Appearance:

MS PAURAMI B. SHETH(841) for the Plaintiff(s) No. 1

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CORAM:HONOURABLE MR. JUSTICE NIKHIL S. KARIEL

Date : 10/06/2026

ORAL ORDER

1. Leave to amend paragraph nos. 32 and 33 of the memo is permitted.

2. Heard Learned Advocate Ms. Paurami Sheth assisted by learned advocate Mr. Vishal Muglikar and instructed by learned advocate Mr. Kaushik Sochannam.

3. Learned Advocate Ms. Paurami Sheth has submitted that the Plaintiff is the owner of a Vessel called M.V. IOLCOS HARMONY (hereinafter referred to as “the vessel IH”), that the said Vessel was sailing southward through the Red Sea on 21.05. 2026, that on 22.05.2026, at around 5:13 in the morning local time, the Defendant vessel collided into the vessel IH, that the collision happened at a spot in the sea that is roughly 5 nautical miles away from the Egyptian coastline, near a place called Ras Ghareb in Egypt, that both ships were required to follow internationally accepted rules of the sea that govern how ships must behave to avoid colliding with each other and accordingly the Vessel, IH was sailing and following all norms but the Defendant's ship broke those rules as explained herein under causing the collusion.

4. Learned Advocate Ms. Paurami Sheth has further submitted that the Vessel IH and the Defendant vessel were sailing southward in the Red Sea on the night of 21st-22nd May 2026, that the Vessel, IH was travelling faster than the Defendant vessel and was slowly catching up to overtake it while following the International Regulations for Preventing Collisions at Sea 1972 (the “COLREGS”) rules to maintain safe distance whereas the Defendant Vessel was simply required to continue sailing steadily in the same direction without changing course, that since the Defendant Vessel was at the safe distance and steadily sailing in the same direction in its lane and was at the safe distance, the Vessel IH overtook the Defendant Vessel, that at that time suddenly, for the reasons best known to the Master and others at Board, started turning to its right directly into the path of the IH which was just right behind it and in the process of passing through the Defendant Vessel, that further to make matters worse, trouble began when this turn was done very slowly and gradually at first, almost like a slow drift, which made it nearly impossible for the crew of IH to notice what was happening until it was too late and by the time the turn became obvious, the two ships were already dangerously close to each other, that the Vessel IH tried to steer away at the very last moment but as the Defendant Vessel never stopped turning and never took any action to avoid the collision and no time or space left, the Vessel IH and the Defendant Vessel collided.

5. Learned Advocate Ms. Paurami Sheth further submitted that immediately after such collision, the crew on board the Vessel IH managed to take, to the extent possible, photographs of damage caused by the Defendant Vessel, that the Plaintiff had appointed expert marine consultants namely; Cwaves Limited, London, who conducted an investigation and issued a Preliminary Report dated 27.05.2026 which *prima facie* establishes the substantial liability of the Defendant vessel to the extent of 80% for the said collision, that the Lloyd's Register Marine and Offshore India LLP, thereafter, had also carried out a survey of the Vessel IH and had confirmed the substantial structural damage to the vessel on account of collision, including its hull rupture, deformation of shell plating, deck damage, railing damage and other subsequent losses requiring immediate repairs.
6. Learned Advocate Ms. Paurami Sheth submitted that subsequent to the collision, the email correspondence were exchanged between the Solicitors, P&I (Protection and Indemnity) Club of Plaintiff and P & I Club of the Defendants without prejudice to their rights in relation to its claim arising out of the collision, that the Plaintiff's solicitors and insurers raised a formal Security Demand on 05.06.2026 to the Owners and Managers of the Defendant Vessel, seeking adequate security and proposing a Collision Jurisdiction Agreement till the time appropriate repair works and surveys are conducted and also offered for security for their damage, that by an email dated 07.06.2026, the Managers of the Defendant Vessel denied liability and rejected the security demand.

7. Having perused e-mail communication of the defendant dated 07.06.2026, this Court also notices that the defendant, while not accepting the demand, have stated that the demand appears premature and insufficiently supported and whereas, the defendant had directed the present applicant to provide certain details with regard to the plaintiff vessel. This Court also notices the submission made by learned advocate Ms.Sheth that the defendant vessel i.e. M/s. M.V.Gala has now been brought to Alang Port for demolition, whereas, after that, it would be very difficult for the plaintiff vessel to sustain the maritime claim.
8. Learned Advocate Ms. Paurami Sheth submitted that the Plaintiff has a maritime claim and a maritime lien as defined in Section 4(1) (d) and 9(1)(e) of the Admiralty (Jurisdiction & Settlement of Maritime Claims) Act, 2017 for the damage done to the Vessel of the Plaintiff , that the Plaintiff has claimed maritime lien based on tort arising out of loss and damage caused by the operation of the Defendant Vessel, that as per settled law when the damage is done by the operation of the vessel and the claim is also under the tort, the same continues to exist on the vessel notwithstanding any change of ownership or of registration or of flag.
9. Considering such a situation, more particularly, the fact that the vessel is destined for being demolished, at this stage, to this Court, interference would be warranted. Hence, issue **Notice returnable on 23.06.2026.**

10. Upon hearing Learned Advocate Ms. Paurami Sheth and considering the averments made in the plaint herein declared at Ahmedabad on 09.06.2026 filed by the Advocate for the Plaintiff herein and the affidavit of the Plaintiff, Mr. Raju Desai, the Authorised Signatory of the Plaintiff above named, affirmed on 09.06.2026 in support of the arrest and perusing the documents produced with the Pleadings, *prima facie* it appears that the claim in the Plaint is in the nature of a maritime claim and maritime lien for the loss suffered by the Plaintiff on account of collision with the Defendant Vessel.

11. Upon Plaintiff giving its undertaking through its Director and Authorised Signatory Mr. Nikolaos Athanasiou, 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 GALA (IMO No. 7516773)** along with her hull, engines, gears, tackles, bunkers, machinery, apparel, plant, furnitures, equipments and all appurtenances, at present lying at or proceeding to Alang/Bhavnagar Port or at such other place where she may be found 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 Bhavnagar Port do effect the arrest, seizure or detention of the Defendant Vessel , **MV GALA (IMO No. 7516773)** along with her hull, engines, gears, tackles, bunkers machinery, apparel, plant, furniture, fixtures, appurtenances and paraphernalia, plant and machinery at

present lying at Bhavnagar Port or wherever she is within the territorial waters of India be arrested by a Warrant of Arrest of this Court and I do further order that in the event of the defendant and/or those interested in her depositing in this Court the principal amount of USD 1,937,884/- together with legal cost aggregating USD 1,962,884/- together with interest at the rate of 12% per annum on USD 1,937,884/- from the date of institution of this Suit till payment and/or realization, as per the Particulars of Claim, the said Warrant of Arrest shall not be executed against the Defendant Vessel at present lying at or proceeding to Bhavnagar Port/Alang port within the Indian territorial waters.

12. The Port Officer and the Customs Authorities at Bhavnagar Port/Alang Port are directed to arrest the Defendant Vessel presently at or proceeding to Bhavnagar Port/Alang 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 Bhavnagar 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.
13. The Registry is directed to communicate this order to Port and Customs authorities at Bhavnagar Port/Alang Port/ any other relevant port authority today itself through e-mail at following addresses and the Authorities at Bhavnagar Port shall act on e-mail copy of the order and take the Defendant Vessel under arrest.

cusdiv-bvr@nic.in

cusprevhg-jmr@nic.in
gmbad@sancharnet.in
trf.pogmbbvr@gmail.com
rahul.parmar@icegov.in
alanggmb@yahoo.com
sbyalangdbvr199@gmail.com
pogmbalang@gmail.com
shrushtilogistic@gmail.com
rogpcb-bhav@gujarat.gov.in
ro@bhavnagarport.in
info@bhavnagarport.in
info@gmbports.in
info@gmbports.org
pojam.gmb@gmail.com
info.bhavnagar@gmbports.in

14. It is also open for the Plaintiff's advocate to communicate the above order by e-mail to the Authorities at Bhavnagar Port, and the Port and Customs authorities at Bhavnagar Port are directed to act on the e-mail message with an ordinary copy of this order.

15. The Plaintiff is permitted to serve to the Defendant Vessel and her Owner or interested persons through e-mail.

16. It is made clear that it will be open for the Defendant to approach this Court even prior to the returnable date with adequate notice to the plaintiff. Direct service is permitted **today**.

Bhoomi

(NIKHIL S. KARIEL,J)