

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/ADMIRALTY SUIT NO. 44 of 2026**

=====

OILMAR DMCC

Versus

MV OBSESSION (IMO. 9927873) & ANR.

=====

Appearance:

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

=====

CORAM:HONOURABLE MR. JUSTICE NIKHIL S. KARIEL**Date : 22/06/2026****ORAL ORDER**

1. Learned Advocate Ms. Paurami Sheth for the Plaintiff has mentioned this matter for urgent circulation for today as the Defendant No. 1 Vessel is likely to be taken out of jurisdiction of this court immediately on completion of her cargo operations. The permission was granted and the present Suit is taken up for passing urgent orders.
2. Learned Advocate Ms. Paurami Sheth submitted that in the last week of May, 2025, one Victory Shipping Pte Ltd. for and on behalf of the Master/ Owners/ Charterers of the Defendant vessel requested the Plaintiff to supply of 300 to 450 MTS of Very Low Sulphur Fuel Oil (VLSFO) at Port of Richards Bay, South Africa while stating that it has authority on behalf of Master/Owners/Charterers of the Defendant Vessel; that in pursuance of the said request, the Plaintiff issued Bunker Order Confirmation dated 21.05.2025 in the name of Obsession (Defendant Vessel)/ Owners / Charterers / Disponent Owners / Managers / Agents and/or Victory Shipping Pte Ltd. and then supplied the same on 03.06.2025 through their physical suppliers, BP Marine vide bunker Delivery Note at Port of Richards Bay, South

Africa.

3. Learned Advocate Ms. Paurami Sheth further submitted that the Master/ Chief Engineer of the Defendant Vessel accepted and acknowledged receipt of Bunkers by endorsing upon the Bunker Delivery Note, put signature and seal of the Defendant Vessel without raising any protest, demur or placing the note of any kind and therefore, that the Plaintiff then raised invoice dated 03.06.2025, in the name of Obsession (Defendant Vessel)/ Owners / Charterers / Disponent Owners / Managers / Agents and/or Victory Shipping Pte Ltd. for an amount of USD 181,205.51 specifically pointing out the due date of the payment of 03.07.2025 and that the supply was made on Plaintiff's general terms and conditions of the Plaintiff.
4. Learned Advocate Ms. Paurami Sheth submitted that despite assurance to pay the amount in response to repeated reminders the defendant failed to pay, that the Plaintiff therefore through its lawyers, raised a demand upon the Defendants through Victory Shipping Pte Ltd. for the outstanding amount vide letter dated 09.09.2025, that in reply to the same, the Defendants through Victory Shipping Pte Ltd., through its solicitors, KSCGP Juris LLP, vide letter dated 15.09.2025, acknowledged and admitted the debt and further assured to resolve the payment amicably.
5. Learned Advocate Ms. Paurami Sheth further submitted that the Defendant Vessel Owner failed and neglected to make the outstanding payment by the due date, and thus as per clause 8(G) of Plaintiff's General Terms and Conditions of sale, Plaintiff charged interest at the rate of 3% (two per cent) per month and raised a Tax Invoice dated

19.09.2025 for an amount of USD 16,127/- towards the interest amount, calling upon Obsession / Owners / Charterers / Disponent Owners / Managers / Agents and/or Victory Shipping Pte Ltd. to make the payment by 30.09.2025 and then again issued a Tax Invoice dated 10.06.2026 for an amount of USD 61,972.45 towards the interest amount calculated from 03.07.2025 till 10.06.2026 but at each time, the Defendants failed and neglected to make the payment.

6. Learned Advocate Ms. Paurami Sheth submitted that as a matter of disclosure the Plaintiff points out that since Victory Shipping Pte Ltd. has assured personally, the Plaintiff initiated an Admiralty action in *personam* being HC/ADM 192/2025 before the General Division of the High Court of the Republic of Singapore wherein Victory Shipping Pte Ltd. had chosen not to contest and as a result, on 18.12.2025, the said Court of the Republic of Singapore passed a judgment in favour of the Plaintiff directing Victory Shipping Pte Ltd. to pay to the Plaintiff the sum of USD 181,205.51 with interest thereon the sum of USD 181,205.51 at the contractual rate of three per cent per month from 3 July 2025 until final payment is received and costs of SGD 4,201.20; that as learnt by the Plaintiff, the Plaintiff would not be able to recover the amount from Victory Shipping Pte Ltd.; that in case the Plaintiff is able to recover the amount then the Plaintiff undertakes to reduce its claim to the extent; that since the bunkers have been supplied to the Defendant Vessel at her faith and credit, the Defendants would be liable, and the Plaintiff is entitled to initiate action in *rem* against the Defendant vessel for the outstanding amount independently.
7. Learned Advocate Ms. Paurami Sheth submitted that the Plaintiff 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 the Defendant Vessel through the registered owners of the Defendant Vessel and at the faith and credit of the Defendant Vessel and hence is consequently entitled to proceed against the Defendant vessel in *rem* to exercise the said maritime claim

8. Heard Learned Advocate Ms. Paurami Sheth for the Plaintiff and considered the averments made in the plaint herein declared at Ahmedabad on 22.06.2026 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 22.06.2026 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 as the Plaintiff's claim arises out of bunker fuel supplied to the Defendant Vessel.
9. Upon the Plaintiff giving notarised undertaking through its Director, Yusif Mammadov 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 OBSESSION (IMO. 9927873)** along with her hull, engines, gears, tackles, bunkers, machinery, apparel, plant, furniture, equipment and all appurtenances, at present lying at Dahej Port 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 Dahej Port, do effect the

arrest, seizure or detention of the Defendant Vessel at present lying at Dahej Port and/or anchorage 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 defendant and/ or those interested in her depositing in this Court for securing and/or satisfying the Plaintiff's outstanding claim of principal amount of USD 181,205.51/- along with interest of USD 63,965.55/- calculated @ 3% per month from 03.07.2025 till 21.06.2026 and legal cost of USD 15,000/- aggregating to USD 260,171/- (rounded amount of USD 260,171.06) with further interest on USD 181,205.51 at the rate of 3% per month from the date of the suit till payment as per particulars of claim, the said Warrant of Arrest would not be executed against the Defendant Vessel at present lying at Dahej Port and/or anchorage or within the Indian territorial waters.

10. The Port Officer and the Customs Authorities at Dahej Port are directed to arrest the Defendant Vessel at present lying at Dahej Port, 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 Dahej Port 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.
11. The Registry is directed to send this order to Port and Customs at Dahej Port at the following addresses, and the Authorities at Dahej Port shall act on an Email copy of the order and take the Defendant Vessel under arrest:

- i. marinecontrol.dahej@adanipetronet.com
- ii. anilk.singh@adani.com
- iii. pranav.choughry@adani.com
- iv. ashish.singhal@adani.com
- v. harjinder.kahlon2@adani.com
- vi. chdahej@gmail.com
- vii. INDAH1@icegate.gov.in
- viii. pankaj.sinha@adani.com
- ix. marinecontrol.dahej@adani.com
- x. vijay.rathore@adani.com
- xi. adccussurat@gmail.com
- xii. icd-ankleshwar@gov.in
- xiii. Stevedoring.Dahej@adani.com
- xiv. Jugalkishor.Joshi@adani.com
- xv. Kumarswami.Jogi@adani.com
- xvi. Jagdish.Patel@adani.com
- xvii. portopscenter.dahej@adani.com
- xviii. sup.chcudahej@gov.in
- xix. sup.ch-cusdahej@gov.in

12. It is also open for the Plaintiff to communicate the above order by Email to the Port and Customs authorities at Dahej Port, and the Authorities at Dahej Port are directed to act on the email message with an ordinary copy of this order.
13. Notice to the Defendants returnable on 06.07.2026. The Plaintiff is permitted to serve to the Defendant Vessel and her Owner or interested person through email.
14. It is further made clear that Defendant No.1 is entitled to carry out her

cargo operations while remaining under arrest, but Defendant Vessel is not permitted to sail out of Dahej Port and the jurisdiction of this Court.

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 **Today** is permitted.

Y.N. VYAS

(NIKHIL S. KARIEL,J)