

**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD****R/ADMIRALTY SUIT NO. 47 of 2026**

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MLB SHIPPING DMCEST

Versus

M V PACIFIC HARMONY (IMO 9701451) &amp; 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 : 06/07/2026****ORAL ORDER**

1. Heard learned Advocate Ms. Paurami Sheth for the Plaintiff.
2. Learned Advocate Ms. Paurami Sheth for the Plaintiff has submitted that claim arises on account of the 2<sup>nd</sup> Defendant's failure / wrongful refusal to discharge and deliver the Plaintiff's cargo carried on board the 2<sup>nd</sup> Defendant's Vessel mv Pacific Victor, and the 2<sup>nd</sup> Defendant's unlawful exercise of lien over the cargo, thereby giving rise to a maritime claim under Sections 4(1)(d), 4(1)(f), 4(1)(g) and 4(1)(h) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017.
3. Learned Advocate Ms. Paurami B. Sheth for the Plaintiff submitted that the Plaintiff is the sub-time Charterer of the Offending Vessel mv Pacific Victor, under a Time Charter Trip dated 29.01.2026 from Italy to the Persian Gulf, and that the Defendant No.2 is the Registered Owner of both the Offending Vessel and Defendant No.1 Vessel MV PACIFIC HARMONY (IMO 9701451).

4. Learned Advocate for the Plaintiff has further submitted that Plaintiff's maritime claim is in respect of loss of and damage to cargo, breach of bailment, breach of obligations under the Bills of Lading, and tort of conversion and thus squarely falls within Sections 4(1)(d), 4(1)(f), 4(1)(g) and 4(1)(h) of the Admiralty Act. It is further submitted that Defendant No.1 Vessel and the Offending Vessel are sister ships owned by Defendant No.2, and that Defendant No.1 Vessel is presently the only asset of the Defendants within the jurisdiction of this Court to secure the Plaintiff's maritime claim. The aforesaid 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.
5. Learned Advocate for the Plaintiff has also submitted that the Plaintiff seeks security to the extent of USD 30,580,000 comprising the principal claim of USD 30,500,000 towards the value of the cargo and USD 80,000 towards legal costs, together with further interest at 18% per annum on USD 30,500,000 from the date of the suit till payment and/or realisation, as set out in the Particulars of Claim. It is submitted that unless Defendant No.1 Vessel is arrested, the Defendants are likely to take the vessel out of jurisdiction upon completion of cargo operations at Deendayal Port, thereby rendering the present Suit infructuous.

6. 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 2<sup>nd</sup> Defendant has refused to deliver the cargo and therefore liable, and that the same amounts to a maritime claim against the Defendants Vessel and her Owners 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.
7. Heard Learned Advocate Ms. Paurami Sheth and considered the averments made in the plaint herein declared at Ahmedabad on 04.07.2026 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 04.07.2026 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.
8. Upon the Plaintiff giving an undertaking through its 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, MV PACIFIC HARMONY having IMO NO. 9701451 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 30,500,000/- along with legal cost of USD 80,000/- aggregating to USD 30,580,000/-with further interest on USD 30,500,000/- 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.

9. 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.

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

11. 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.

12. **Issue Notice** to the Defendants returnable on **20.07.2026**.  
The Plaintiff is permitted to serve to the Defendant Vessel and

her Owner or interested person through email.

13. 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**.

BDSONGARA

**(NIKHIL S. KARIEL,J)**