

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/ADMIRALTY SUIT NO. 53 of 2026**

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CONFIDENCE PETROLEUM INDIA LIMITED

Versus

LPG/C NAVIGATOR ARIES (IMO NO 9403762) & ANR.

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Appearance:

MR. RUSHANG D MEHTA(6989) for the Plaintiff(s) No. 1

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CORAM:HONOURABLE MR. JUSTICE NIKHIL S. KARIEL**Date : 27/07/2026****ORAL ORDER**

1. Learned Counsel Mr. Prathamesh Kamat with learned advocate Mr.Vishvesh Kulkarni mentioned this matter for urgency circulation today and considering the urgency involved, the present matter is taken up for hearing today.

2. Heard Learned Counsel Mr. Prathamesh Kamat with learned advocate Mr.Vishvesh Kulkarni for the Plaintiff.

3. Learned Counsel Mr. Prathamesh Kamat for the Plaintiff has invited the attention of this Court to the averments made in the plaint and submitted that the Plaintiff had entered into a Time Charterparty dated 27.05.2025 read with the Additional Clauses, Clean Fixture Recap ("*Charterparty*"). The Defendant Vessel was let on charter to the Plaintiff by Defendant No. 2, the Registered Owners, for a period of 12 months, for the carriage of commercial LPG and other cargoes.

4. It is submitted that the Defendant Vessel arrived in

Chittagong, Bangladesh, on 06.11.2025, and subsequently suffered successive and critical mechanical failures that rendered the vessel unseaworthy and unfit for commercial operation. The Learned Advocate for the Plaintiff submitted that on 09.11.2025, during a berthing attempt at the CBM JMI Terminal, the Defendant Vessel's starboard aft mooring winch failed, causing mooring lines to part and forcing the vessel to abort berthing and proceed to anchorage. It is further submitted that on 10.11.2025, the Defendant Vessel's anchor windlass motor completely failed, and a mooring line became entangled in her propeller. This left the Defendant Vessel with restricted maneuverability, causing her to drift dangerously, foul the terminal's buoy chain, force release of her anchor and ultimately collide with the terminal buoy.

5. Learned Counsel for the Plaintiff submitted that as a direct consequence of the collision caused by these mechanical failures, the owners of the terminal filed an application before the Supreme Court of Bangladesh. The Supreme Court of Bangladesh subsequently ordered the arrest of the Defendant Vessel on 19.11.2025 to secure a claim of BDT 34,63,52,000. The Defendant Vessel remained under arrest until 25.12.2025.

6. It is further submitted that due to the Defendant Vessel's unseaworthiness and subsequent arrest, the vessel remained off-hire from 10.11.2025 to 25.12.2025. The Learned Advocate for the Plaintiff submitted that during this prolonged off-hire period, the Plaintiff was constrained to incur substantial

losses, including excess port charges at Chittagong (USD 61,327) and additional bunker consumption (USD 86,504). Accordingly, the Plaintiff has quantified the off-hire claim at USD 1,366,017 (including excess charter-hire). Furthermore, because of the prolonged detention in Bangladesh, the Defendant Vessel missed a confirmed laycan of 19-20.11.2025 with Basrah Gas Company. Consequently, the Defendant Vessel was forced to wait at the subsequent load port in Umm Qasr, Iraq, for 43 days before loading operations could commence, resulting in severe commercial losses, excess charter hire, and additional bunker consumption aggregating to USD 2,359,293.

7. Learned Counsel for the Plaintiff further submitted that Defendant No. 2 wrongfully exercised a lien over the cargo on board the Defendant Vessel at Port Qasim, Pakistan, on 08.03.2026. It is submitted that Defendant No. 2 demanded an alleged outstanding charter hire of USD 1,829,000, which the Plaintiff maintains was not payable as it pertained to the off-hire period. Due to this wrongful financial hold, discharge operations were suspended for 19 days until 26.03.2026. To mitigate further losses and facilitate the release of the cargo, the Plaintiff was forced to execute an Irrevocable No Objection Certificate, directing the cargo consignee, i.e., Cosmos Energy FZ LLC, to remit the disputed USD 1,829,000 directly to Defendant No. 2. The suspension of discharge caused the Plaintiff to suffer further damages of USD 571,534 towards additional charter hire and bunker consumption.

8. The Learned Counsel submitted that the Plaintiff's principal claim is towards damages suffered and expenses incurred due to material breaches of the Charterparty and the wrongful exercise of a lien over cargo. The Learned Advocate also took this Court through the relevant documents annexed to the plaint. The Plaintiff seeks a decree for the following sums: (a) USD 4,296,844 towards the outstanding principal sum; (b) USD 361,215.01 towards interest calculated at a rate of 18% per annum from the respective dates the claims arose and fell due till the date of filing; (c) USD 50,000 towards legal costs, i.e. an aggregate amount of USD 4,708,059.01, with further interest on the principal sum of USD 4,296,844, at the rate of 18% per annum from the date of filing till realization.

9. The Ld. Counsel submitted that the Plaintiff's claim is a recognized maritime claim within Sections 4(1)(d), 4(1)(f), and 4(1)(h) read with Section 5(1)(a) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017.

10. The Ld. Counsel submitted that at the time when the maritime claim arose and when the arrest is sought to be effected, the ownership of the Defendant Vessel continues with Defendant No. 2. The Defendant Vessel is currently lying at the Deendayal Port at Kandla, Gujarat, within Indian territorial waters.

11. Heard Learned Counsel Mr. Kamat for the Plaintiff and also considered the averments made in the plaint herein

declared at Ahmedabad on 27th July 2026 filed by the advocate for the Plaintiff herein and the affidavit of Mr. Pratik Prajapati, the Authorized Representative of the Plaintiff above named affirmed in 27th July 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.

12. Upon hearing Learned Counsel Mr. Kamat 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 LPG/C NAVIGATOR ARIES (IMO NO. 9403762) along with her hull, engines, gears, tackles, bunkers, machinery, apparel, plant, furniture, equipment and all appurtenances, at present lying at the Deendayal Port at Kandla within the territorial waters contiguous to the State of Gujarat. It is ordered that the Warrant of Arrest be executed at any time of the day or night or on Sundays or holidays. 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 the Deendayal Port at Kandla or within the Indian territorial waters or such other place wherever she may be within the territorial waters of India.

13. 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 aggregate sum of USD 4,708,059.01, with further interest at the rate of 18% per annum on the principal sum of USD 4,296,844 from the date of filing of the present Suit till payment / realization, the said Warrant of Arrest would not be executed against the Defendant Vessel at present lying at Deendayal Port, Kandla within Indian territorial waters.

14. The Port Officer and the Customs Authorities at Deendayal Port, Kandla are directed to arrest the Defendant Vessel, i.e., LPG/C NAVIGATOR ARIES (IMO NO. 9403762) at present lying at the Deendayal Port, Kandla within the Indian territorial waters 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.

15. The Registry is directed to send this order to Port and Customs at Deendayal Port, Kandla at the following addresses:

- a. dydirector@deendayalport.gov.in
- b. harbourmaster@deendayalport.gov.in
- c. dyconservator@deendayalport.gov.in
- d. srdydirector@deendayalport.gov.in
- e. dycvo@deendayalport.gov.in
- f. vo@deendayalport.gov.in

g. kandlacustoms@gmail.com

h. hmoofficekpt@gmail.com

16. It is further directed that Authorities at Sikka Port shall act on Email copy of the order and take the Defendant Vessel, i.e., LPG/C NAVIGATOR ARIES (IMO NO. 9403762), under arrest immediately.

17. Notice to the Defendants returnable on 10.08.2026.

The Plaintiff is permitted to serve the Defendant Vessel through her Registered 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.

18. 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.

Direct Service **today** is permitted.

(NIKHIL S. KARIEL,J)

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