

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/ADMIRALTY SUIT NO. 68 of 2025

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HAIFA MARITIME CO. LIMITED

Versus

MV ELVITA R (IMO 9395264)

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Appearance:

MR SUKUMAR M TIRTHANI(12200) for the Plaintiff(s) No. 1

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CORAM:HONOURABLE MRS. JUSTICE MAUNA M. BHATT

Date : 26/08/2025

ORAL ORDER

1. Learned Advocate Mr. Sukumar Tirthani mentioned this matter for urgent circulation today. Considering the urgency involved, the present matter is taken up for hearing today.

2. Heard Learned advocate Mr. Sukumar Tirthani for the Plaintiff.

3. Learned advocate Mr. Sukumar Tirthani submits that between June 2024 and January 2025, the Plaintiff, following orders from the Centralship Management Co., Ltd, the ISM Manager of the Defendant Vessel and agents of the registered

owner of the Defendant Vessel, Elvita Ride Shipping Inc., supplied various parts, stores, and spares to the Defendant Vessel.

4. Learned advocate Mr Tirthani points out that in June 2024, the quotes were requested for the supply of various spares/stores to the Defendant Vessel. The Plaintiff submitted a quote of USD 6218 and USD 8618, and upon confirmation, supplied the parts to the Defendant Vessel on 23rd July 2024 and on 29th August 2024 at Dubai Shipyard and Khorfakkan Anchorage. The delivery of the said spare parts was acknowledged by the Master and crew of the Defendant Vessel by stamping and signing the Delivery Note, pursuant to which the Plaintiff issued invoices dated 22nd August 2024, bearing reference SOHF240611013 for USD 6218 and SOHF240611025 for USD 8618 to the owners of the Defendant Vessel, Elvita Ride Shipping Inc. Mr Tirthani submits that the said invoices remain unpaid.

5. Learned advocate Mr Tirthani further submits that in July

2024, quotes were requested by Centralship Management Co., Ltd. for the supply of a Hydraulic Motor and a Hydraulic Pump to the Defendant Vessel. The Plaintiff submitted a quote of USD 34,850 and, upon confirmation, supplied the said parts to the Defendant Vessel on 23rd July 2024 at Khorfakkan Anchorage. The delivery of the said parts was acknowledged by the Master of the Defendant Vessel by stamping and signing the Delivery Note. Thereafter, the Plaintiff issued an invoice dated 26th July 2024, bearing reference SOHF240710010 for USD 34,850. Mr Tirthani submits that the said invoice remains unpaid.

6. Learned Advocate Mr Tirthani also submits that in August 2024, quotes were again requested for the supply of various spares to the Defendant Vessel. The Plaintiff submitted a quote of USD 6135 and, upon confirmation, supplied the said parts to the Defendant Vessel on 14th September 2024 at Dubai Drydocks. The delivery of the said parts was acknowledged by the crew of the Defendant Vessel by stamping and signing the

Delivery Note. Thereafter, the Plaintiff issued an invoice dated 22nd August 2024, bearing reference SOHF240814002 for USD 6135 to the owners of the Defendant Vessel, Elvita Ride Shipping Inc. Mr Tirthani submits that this invoice is outstanding as well.

7. Learned Advocate Mr Tirthani also points out that in January 2025, quotes were again requested for the supply of Solenoid Valves to the Defendant Vessel. The Plaintiff submitted a quote of USD 1960 and, upon confirmation, supplied the same to the Defendant Vessel. The delivery of the said spare parts was acknowledged by the Master of the Defendant Vessel by stamping and signing the Delivery Note pursuant to which the Plaintiff issued an invoice dated 17th January 2025, bearing reference SOHF250117019 for USD 1960 to the owners of the Defendant Vessel, Elvita Ride Shipping Inc. Mr Tirthani submits that this invoice is outstanding as well

8. Learned advocate Mr Sukumar Tirthani lastly submits 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 providing services, maintenance and equipment to the Defendant Vessel. As the invoices mentioned before are now outstanding for a considerable period of time, the Plaintiff is constrained to file the present Suit and seek arrest of the Defendant Vessel for security of the said outstanding dues.

9. Learned Advocate Mr. Tirthani submits that the Defendant Vessel is already under arrest in various Admiralty Suits – 18, 23, 24, 26, 40, 58 & 61 of the year 2025.

10. Heard Mr Sukumar Tirthani, Learned advocate for the Plaintiff and perused the Plaint herein signed at Ahmedabad on 26th August 2025, filed by the Advocate for the Plaintiff herein, and the Affidavit of Mr. Saiyad Tokirhusen, constituted attorney of the Plaintiff above named, declared on 26th August 2025. On a reading of the plaint and the 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 for supplying spares and engine parts to the Defendant Vessel on behalf of the Defendant Vessel and her Owner. 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 ELVITA R having IMO No.9395264 along with its hull, engines, gears, tackles, bunkers, machinery, apparel, plant, furniture, equipment and all appurtenances, at present lying at Bedi Port, Jamnagar 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 Bedi Port do effect the arrest, seizure or detention of the Defendant Vessel at present lying at Bedi Port or 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 Vessel, her Owner and / or those interested in her depositing in this Court principal sum of USD 57,781/- with interest being USD 10,835.54/- together with legal cost of USD 10,000/- aggregating USD 78,616.54/- with 18% interest per annum on USD 57,781/- from the date of institution of the Suit till payment and/or realization, the said Warrant(s) of Arrest shall not be executed against Defendant Vessel. The Port Officer and the Customs Authorities at Bedi Port, Jamnagar are directed to arrest the Defendant Vessel at present lying at Bedi Port, 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 Bedi Port, Jamnagar, shall also inform the Master / Chief Engineer of the Defendant Vessel about this order 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 Bedi Port, Jamnagar at following addresses :

- a) INBED1@icegate.gov.in ;
- b) raj.chandan67@gov.in ;
- c) mahesh.irs10@gov.in ;
- d) customokha@gmail.com ;
- e) chsikka2012@yahoo.com ;
- f) cusdiv-jmr@nic.in ;
- g) info.jamnagar@gmbports.in
- h) ops.jam@gmbports.in
- i) sikkavtms@gmail.com ;
- j) rozivtms@gmail.com ;
- k) chairman-gmb@gujarat.gov.in ;
- l) vc-gmb@gujarat.gov.in ;
- m) shankkesh.m@gov.in ;
- n) ccoahm-guj@nic.in ;
- o) ajay.kumar1964@gov.in ;
- p) cusjam@gmail.com ;
- q) ch-jamnagar@gov.in ;
- r) mrcc-west@indiancoastguard.nic.in ;
- s) jamnagarmmd@gmail.com ;
- t) rhq-west@indiancoastguard.nic.in ;

12. It is open for the Plaintiff to send this order to the Authorities at Bedi Port, Jamnagar and the Authorities at Bedi Port are directed to act on the ordinary email copy of the order and place the Defendant Vessel under arrest.

13. Issue **Notice** to the Defendants returnable on **03.10.2025**. The Plaintiff is permitted to serve the Defendant Vessel through her Owners or any other interested parties

through email.

14. It is open for the Defendants to approach this Court even prior to the returnable date with adequate notice to the Plaintiff.

Direct Service **TODAY** is Permitted.

(MAUNA M. BHATT,J)

SHRIJIT PILLAI