

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/ADMIRALTY SUIT NO. 72 of 2025**

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OZARKA SHIPPING FZCO

Versus

M. V. NIRVANA (IMO NO. 9158161) (FORMERLY KNOWN AS M.V.
DANCY DYNAMIC)

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Appearance:

MR DHAVAL VYAS, SENIOR ADVOCATE with
MR P M BUCH(7383) for the Plaintiff(s) No. 1

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CORAM:HONOURABLE MRS. JUSTICE MAUNA M. BHATT

Date : 17/09/2025

ORAL ORDER

1. Learned Advocate Mr. Pranjal M. Buch mentioned the matter for urgent circulation of the matter on 12.09.2025 for it to be listed today. The permission was granted and the present Suit is taken up for hearing for urgent interim orders.

2. Learned Senior Advocate Mr. Dhaval D. Vyas assisted by Mr. Pranjal M. Buch appearing for the Plaintiff submitted that the Plaintiff is having a maritime claim against the Defendant Vessel and that the Defendant Vessel is currently at the Port and Harbour of Alang, Bhavnagar and is under the order of arrest in three different admiralty proceedings initiated by various stakeholders before this Court by way of filing Admiralty Suit No. 20 of 2025, Admiralty Suit No. 21 of 2025

and Admiralty Suit No. 30 of 2025, respectively and thus is within the territorial waters of the jurisdiction of this Court.

3. It is contended that the Plaintiff has an irrefutable claim in respect of the Defendant Vessel. It was further submitted that if the arrest orders are not passed against the Defendant Vessel in favour of the Plaintiff, the Plaintiff's maritime claim will be rendered infructuous as distribution of sale proceeds of the Defendant Vessel realized by way of auction of the Defendant Vessel will be distributed amongst the various stakeholders, whose claims have already been lodged with this Court in aforementioned Admiralty Proceedings against the Defendant Vessel. It was thus contended that in such eventuality, the Plaintiff will have no recourse whatsoever to recover the amounts due to it and its security will be lost forever rendering the entire proceedings infructuous.

4. Mr. Vyas, learned Senior Advocate further submitted that in view of the above the Plaintiff has a maritime claim falling under 4(1)(l) as well as under Section 4(1)(m) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 in relation to the services rendered and the payments made by the Plaintiff in relation the Defendant Vessel pursuant to the Standard Shipping Management Agreement dated 10.10.2024 executed by the owners of the Defendant Vessel with the

Plaintiff. The present Suit is filed by the Plaintiff for recovery of the amounts due and payable by the Defendant Vessel and her owners, more particularly set out in the particulars of Claim filed by the Plaintiff and as prayed for in the present Suit in view of the fact that the Defendant Vessel is presently at Port and Harbour of Alang, Bhavnagar and is under the order of arrest passed by this Court, which is within the jurisdiction of this Hon'ble Court and inter alia prayed for arrest of the Defendant Vessel.

5. It was also contented by Mr. Vyas, learned Senior Advocate for the Plaintiff that the Plaintiff was approached on behalf of the Defendant Vessel to provide various shipping management services in relation to the Defendant Vessel. Basis the said inquiry, eventually a Standard Ship Management Agreement dated 10.10.2024 (At Annexure – A5 -Page 39 to 63) came to be executed between the Plaintiff and Starline Express Shipping, the owners of the Defendant Vessel and it was decided to pay the annual management fees of USD 182,500 per month to the Plaintiff in addition to the payment of predelivery management fees of USD 10,000 to the Plaintiff. It was further contended that pursuant to the entering into the aforesaid Management Agreement and considering that the Defendant Vessel was facing serious financial troubles in paying its vendors and also was not able to pay its wages to the

crews and procure bunkers and other essentials for carrying out operations, the Plaintiff, under the instructions and assurance from the owners of the Defendant Vessel that the amount paid by the Plaintiff on behalf of the Defendant Vessel, will be repaid to the Plaintiff and also in terms of Clause 12 and 13 of the Standard Ship Management Agreement dated 10.10.2024, made various payments to various vendors on behalf of the Defendant Vessel aggregating to approximately USD 8,01,665. Copies of all the payment advice issued by various banks of the Plaintiff as well as the payment receipts issued by various vendors and all the material evidencing payment made by the Plaintiff qua the Defendant Vessel are produced by the Plaintiff at Annexure – A6 (Colly) from Page No. 64 to 178 of the Suit.

6. It was further pointed out that despite more than 3 months having lased from the last payment made by the Plaintiff in the month of June 2025 and multiple requests made by the Plaintiff to the Defendant Vessel and/or owners of the Defendant Vessel, the Defendant Vessel or its owners have still not paid the said amount of USD 8,01,665 to the Plaintiff against the payments made by the Plaintiff to various vendors on behalf of the Defendant Vessel. In addition to the above, as per the Standard Ship Management Agreement dated 10.10.2024, the management fees aggregating to USD 20,17,500 for approximately 11 months from 10.10.2024 till the filing of

the present Suit has also remained outstanding to be received by the Plaintiff from the owners of the Defendant Vessel.

7. It was therefore contented by Mr. Vyas, the learned Senior Advocate for the Plaintiff that despite having availed the services of the Plaintiff and the payments having been made by the Plaintiff on behalf of the Defendant Vessel, the Defendant Vessel has not made the payment of **USD 28,34,165 (including legal costs up to 08.09.2025)** as set-out in the Claim Schedule to the Plaintiff and the said amount is still outstanding to be recovered by the Plaintiff from the Defendant Vessel.

8. Upon hearing Mr. Vyas, learned Senior Advocate for the Plaintiff and upon reading the Plaint herein declared at Ahmedabad on 11.09.2025 filed by the advocate for the Plaintiff herein and the Affidavit of Mr. Rajkumar Gokuldas, Authorized Signatory of the Plaintiff above-named affirmed on 11.09.2025 and upon hearing counsel for the Plaintiff and upon the Plaintiff giving an undertaking in writing to the Registrar of this Court 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, issue **Notice** to the Defendant returnable on **03.10.2025**.

9. I do order that the Registrar of this Court do issue a

warrant for the arrest of the Defendant Vessel, M.V. NIRVANA (IMO No. 9158161) along with her hull, engines, gears, tackles, bunkers, machinery, apparel, plant, furniture, equipment and all appurtenances, at present lying at Port and Harbour of Alang, Bhavnagar, Gujarat, India and that the Warrant of Arrest be executed at any time of the day or night or on Sundays or holidays.

10. I do further order that the Port Officer and the Customs Authorities at Alang Port, Bhavnagar do effect the arrest, seizure or detention of the defendant Vessel M.V. NIRVANA (IMO No. 9158161) at present lying at Port and Harbour of Alang, Bhavnagar, Gujarat, India or such other place wherever she may be and I do further order that in the event of the Defendant Vessel and/or those interested in her depositing in this Court the **USD 28,34,165 (including legal costs up to 08.09.2025)** as set-out in the Claim Schedule towards the outstanding amount, the said Warrant of Arrest shall not be executed against the Defendant Vessel at present lying at Port and Harbour of Alang, Bhavnagar, Gujarat, India.

11. The Port Officer and the Customs Authorities at Alang Port, Bhavnagar are directed to arrest the Vessel M.V. NIRVANA (IMO No. 9158161) at present lying at Port and Harbour of Alang, Bhavnagar, Gujarat, India and to keep the

Vessel under arrest until further orders of this Court. It is further ordered that the above-referred Officers shall also intimate about this order to the person in-charge of the Defendant Vessel and effect the warrant of arrest for the Defendant Vessel.

12. It is also open for the Plaintiff's Advocate to communicate the above order by email to the above-referred authorities and to the person interested in the Defendant Vessel, and the above-referred authorities are directed to act on email message with an ordinary copy of this order. The registry is directed to send this order to Port and Customs at Alang Port, Bhavnagar at following address:

- a. Cusdiv-bvr@nic.in,
- b. cusprevhg-jmr@nic.in,
- c. gmbad@sancharnet.in,
- d. trf.pogmbbvr@gmail.com,
- e. rahul.parmar@icegov.in,
- f. alanggmb@yahoo.com,
- g. trf.pogmbbvr@gmail.com,
- h. Sbyalangedbvr199@gmail.com,
- i. pogmbalang@gmail.com,
- j. alanggmb@yahoo.com,
- k. shrushtilogistic@gmail.com,
- l. Rogpcb-bhav@gujarat.gov.in

13. It is further directed that Authorities at Alang Port, Bhavnagar shall act on the Email copy of this order and take

the Defendant Vessel M.V. NIRVANA (IMO No. 9158161) under arrest immediately.

14. 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.

15. It is made clear that the present order of arrest of the Defendant Vessel, M.V. NIRVANA (IMO No. 9158161) would be without derogation of earlier orders of arrest passed in earlier Admiralty Suits filed by various stakeholders, more particularly order dated 28.07.2025 passed in OJCA 1 of 2025 in Admiralty Suit No. 20 of 2025, by which, the Defendant Vessel, M.V. NIRVANA (IMO No. 9158161) is ordered to be placed for sale through public auction and the court commissioner is appointed for carrying out such exercise.

16. Since this suit pertains to the vessel which is already under order of arrest and put to sale by virtue of orders passed by this Court in A.S.No.20/2025, this suit be tagged with A.S.No.20/2025.

Direct service **TODAY** is permitted.

(MAUNA M. BHATT,J)

SHRIJIT PILLAI