

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/ADMIRALTY SUIT NO.60 of 2026

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CHS SHIPPING PTE LTD

Versus

M.V. X-PRESS KARAKORAM & ORS.

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Appearance :MR SAURABH N SOPARKAR, SENIOR COUNSEL ASSISTED BY MR SUKUMAR
M TIRTHANI for the Plaintiff.

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CORAM:**HONOURABLE MR. JUSTICE NIRZAR S. DESAI**

Date : 09/09/2026

ORDER

1. Heard learned Senior Advocate Mr Saurabh Soparkar with Mr Sukumar Tirthani for the Plaintiff.
2. Learned Senior Advocate Mr Saurabh Soparkar has sought permission for urgent circulation of the captioned admiralty suit, as the Defendant Vessel is likely to leave the admiralty jurisdiction of this Court today itself, and urgent orders are required to be obtained. The said permission being granted, and the circulation being allowed, the suit is taken up today for hearing.
3. Learned Senior Advocate Mr. Saurabh Soparkar submitted that the Plaintiff is a company incorporated under the laws of the Singapore, and engaged in vessel chartering, operations and management with specialized expertise in charter services. It is further submitted that the Plaintiff's maritime claim against the Defendant Vessel arises from charter hire and other sums contractually payable by Defendant No. 3 in respect of Kamdhenu, substantial portions whereof were

withheld and/or deducted by Defendant No. 3 and remain unpaid.

4. Learned Senior Advocate Mr Saurabh Soparkar submits that, Defendant No.3, by way of clean fixture recap dated 01st January 2025, incorporating Vega Vela"/SC cp dd 13.05.24, time chartered MV Kamdhenu for a period of minimum 5 Mar to maximum 5 Apr 2025, exact period at charterers' option. The said charterparty was extended on three occasions by way of respective addenda. Addendum No.1, dated 17th February 2025, extended the Charter Party by a minimum of 12 months and a maximum of 14 months, exact period in Charterers' option, from 05th April 2025, 00:01 hours Manzanillo time, and provided for a USD 14,650.00 pdpr hire. Addendum No. 2 dated 02 July 2026 extended the charterparty by a minimum of 17 days and a maximum of 25 days, the exact period in Charterers' option, from 05th July 2026, 00:01 hours Manzanillo time, and provided for a USD 18,500.00 pdpr hire. Addendum No. 3, dated 17 July 2026, extended the charterparty by a minimum of 25 days and a maximum of 35 days, the exact period at Charterers' option, from 30 July 2026, 00:01 hours Manzanillo time, and provided for a USD 18,500.00 pdpr hire.
5. Learned Senior Advocate Mr Saurabh Soparkar further submits that pursuant to the Charter Party as amended, the Plaintiff raised various hire invoices. However, Defendant No.3 made constant, unjustified, and arbitrary deductions from the Plaintiff's hire payments. The Plaintiff disputed a substantial number of deductions, which remained the subject of ongoing exchanges between the parties. The Solicitors were also appointed by the parties, and claims,

counterclaims and demand letters were exchanged between the Solicitors as well.

6. Learned Senior Advocate Mr Saurabh Soparkar further submits that the Defendant No. 3 has now commenced Admiralty proceedings against the Plaintiff in the Supreme Court of Judicature of Jamaica in relation to its own claims under the same Charter Party and has caused Kamdhenu to be arrested in Jamaica. The Plaintiff submits that by reason of the arrest of the Kamdhenu in Jamaica at the instance of Defendant No. 3, the Plaintiff has received a demand and claim from the registered owners of the Vessel for a sum of USD 1,164,012.04 towards the losses, costs, liabilities and other consequences alleged to have been suffered and/or incurred by them arising out of and in connection with the said arrest.
7. Learned Senior Advocate Mr Saurabh Soparkar has also brought to the attention of this court that while the ownership of the Defendant Vessel belongs to X-Press Feeders which can be evidenced from the Lloyd's List Intelligence SeaSearcher Company Report for X-Press Feeders Limited.
8. Learned Senior Advocate Mr Saurabh Soparkar lastly submitted that the Defendants, in flagrant breach of their obligation, have failed to clear the payments towards charter hire and other sums contractually payable by Defendant No.3. Mr Soparkar submits that due to the foregoing, the Plaintiff has the maritime claim under Section 3 r/w Sections 4(1)(h) & 5 of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017.

9. Heard Mr Saurabh Soparkar, learned Senior Advocate with Learned Advocate Mr. Sukumar Tirthani for the Plaintiff and perused the Complaint herein signed at Ahmedabad on 8th September 2026, filed by the Advocate for the Plaintiff herein, and the Affidavit of Mr Ronakbhai Prajapati, Constituted Attorney, declared on 8th September 2026. Having considered the submissions and upon reading the complaint along with the exhibits thereto, *prima facie* it appears that the claim in the Complaint is in the nature of a maritime claim as the Plaintiff's claim arises out of overdue charter hire and other sums payable in accordance with the Charter Party. Upon the Plaintiff giving an undertaking in writing to pay sums by way of damages as this 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 to issue a warrant for the arrest of the Defendant Vessel **M.V. "X-PRESS KARAKORAM"- IMO No. 9348924** along with her hull, engines, gears, tackles, bunkers, machinery, apparel, plant, furniture, equipment and all appurtenances, at present lying at Mundra Port 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 Mundra Port do effect the arrest, seizure or detention of the defendant Vessel, at present lying Mundra Port 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 the suit amount of USD 2,959,123.52 inclusive of interest and costs till the filing of the Suit, together with any

further costs and expenses and further interest at the rate of 18% per annum, from the date of filing the suit, till the satisfaction/payment/realization of the decree/judgment, as per the particulars of the Claim, the said Warrant of Arrest shall not be executed against the Defendant Vessel at present lying at Mundra Port within the Indian territorial waters.

10. The Port Officer and the Customs Authorities at Mundra Port are directed to arrest the Defendant Vessel within the Indian territorial waters and to keep the vessel under arrest until further orders of this Court. It is further ordered that the Port Officer and the Customs Officer at Mundra Port shall also, in writing, inform the Master/Chief Engineer of the Defendant Vessel through her Agent about the present arrest order and effect the warrant of arrest for the Defendant Vessel.
11. The Registry is directed to send this order to Port and Customs at Mundra Port through Email at the following addresses, and the Authorities at Mundra Port shall act on the email copy of the order and take the Defendant Vessel under arrest.

- a. Sujal.shah@adani.com
- b. Manoj.katar@adani.com
- c. Customercare.CT@adani.com
- d. customercell@adani.com
- e. Harpalsinh.Jadeja@adani.com
- f. Gaurang.Chudasama@adani.com
- g. Pranav.choudhary@adani.com
- h. Pushparajsinh.Jadeja@adani.com
- i. Bhagwant.Upadhye@adani.com
- j. Ashok.Tilwani@adani.com
- k. Mahavirsinh.Jhala@adani.com
- l. Stevedoring@adani.com
- m. portopscenter@adani.com

n. commr-cusmundra@nic.in
o. pomungmb@gmail.com
p. traffic.gmb@gmail.com
q. sachin.srivastava@adani

12. It is open for the Plaintiff's advocate to communicate the above order by Email to the Authorities and the Owner/person interested in the Defendant Vessel Owner, and the Port and Customs authorities at Mundra Port are directed to act on the email message with an ordinary copy of this order.

13. **Issue Notice to the Defendants returnable on 11.09.2026.** The Plaintiff may serve the Defendants by email. It is made clear that the Defendants may approach the Court even before the returnable date for any orders or directions. Written Statement, if any, is to be filed within 30 days of the service of the present notice and, in any event, not later than 120 days from the date of service of the notice as per the provisions of law. The Plaintiff may serve the Defendant directly or through an agent by email.

Direct service today is permitted.

(NIRZAR S. DESAI,J)

SAVARIYA

Original copy of this order has been signed by the Hon'ble Judge.
Digitally signed by: RAJNISH NARENDRA SAVARIYA(HC00179), PRINCIPAL PRIVATE SECRETARY, at High Court of Gujarat on 09/09/2026 13:59:01