IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/PETN. UNDER ARBITRATION ACT NO. 260 of 2025

==
TRINIDAD PEARL SHIPPING COMPANY LTD.
Versus
KRISHAK BHARATI COOPERATIVE LTD.
==
Appearance:
SHRI KAMAL TRIVEDI, LD. ADVOCATE GENERAL WITH MR. RUSHANG D. MEHTA, MR. SHIV IYER, MR. PRATHAMESH KAMAT, MS. ADITI MAHESHWARI ,MR. BODHISATTWA MAJMUDER, AND MS. ANKEETA RAJPUT, ADVCOATES for the Petitioner
MR DAKSHESH MEHTA(2430) for the Petitioner(s) No. 1

None for the Respondent .
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CORAM:**HONOURABLE MRS. JUSTICE MAUNA M. BHATT**

Date : 16/10/2025

ORAL ORDER

1) Learned Adv. Mr. Rushang D. Mehta has mentioned this matter for urgent circulation for today for passing urgent orders on account of Diwali vacation of this Court from 17.10.2025. The permission was granted and the present Petition is taken up for passing urgent orders at 4:30 pm.

2) Learned Advocate General Mr. Kamal Trivedi submits that the dispute under the present Petition arises from the Respondent illegally detaining the Vessel on account of an alleged shortage of cargo covered under bills of lading issued for and on behalf of the Petitioner.

3) Learned Advocate General Mr. Kamal Trivedi submits that the Petitioner has issued bills of lading nos. YTTP1 and YTTP2 (both issued on 27.8.2025) (“***Bills of Lading***”),

under which M.V. Trinidad Pearl (IMO NO. 9659737) (*"Vessel"*) is said to have carried 40,000 MT of Di ammonium phosphate (*"Cargo"*) in bulk from Yantai (China) to Mundra/Pipavav. In particular, the Bills of Lading show the Consignee to be the Respondent and further specifically incorporate the arbitration clause in the Charterparty dated overleaf in the bill of lading.

4) Learned Advocate General Mr. Kamal Trivedi submits that the Vessel reached Mudra and completed discharge operations. On 6.10.2025, the draught survey carried out by the Surveyor's for the Charterers, Shippers, Vessel reported discharge of 40,000.027 MT of Cargo, which confirmed that there is no shortage of Cargo. However, only the draught survey carried out by the Respondent and the Terminal report discharge of 39,724.618 MT of Cargo, thereby alleging a shortage of about 275 MT of Cargo.

5) Learned Advocate General Mr. Kamal Trivedi submits that despite the Vessel being ready in all respects to depart from Mundra on 6.10.2025, she was not granted a no dues certificate from Terminal (who is acting as the nominated agent of the Respondent) on account of the Master of the Vessel refusing to sign the documents (including the draught surveys of the Terminal/Receiver) without remarks and accept the reported alleged shortage. Since the Terminal was acting as an agent of the Respondent, Learned Senior Counsel submits that it was apparent that the Vessel was being held up/detained at the behest of the Respondent.

6) Learned Advocate General Mr. Kamal Trivedi submits that

to settle the Cargo shortage issues, another draught survey was proposed to take place at anchorage on 13.10.2025 - by the Surveyors appointed by the Shippers, Charterers, Respondent, Supplier. The Petitioner was asked to participate in this survey which was proposed to be final and binding on all parties. The Petitioner wrote to Respondent and Terminal stating *inter alia* that they would be attending the same on a without prejudice basis and any survey report would be signed by the Master of the Vessel with appropriate remark. To confirm attendance for the survey, the Petitioner requested the Respondent and Terminal for their written confirmation for the Petitioner's terms of attendance. However, no response was received. The Petitioner deputed the Vessel Surveyor to attend the draught survey (on 13.10.2025) pursuant to which Surveyor's for the Charterers, Shippers, Vessel reported discharge of 40,000.047 MT of Cargo, which confirmed that there is no shortage of Cargo. However, only the draught survey carried out by the Respondent and the Terminal report discharge of 39,713.262 MT of Cargo, thereby alleging a shortage of 286.738 MT of Cargo.

7) Learned Advocate General Mr. Kamal Trivedi further submits that there is no denial to the fact that any dispute arising out of the Bills of Lading will be eventually referred to arbitration and it becomes necessary for that purpose to maintain status quo till the said disputes are resolved through an adjudication by an arbitrator. The Petitioner is in the business of shipping and by preventing the sailing out of the Vessel, the Respondent is effectively causing huge losses and preventing the Petitioner to carry out its business, thus effecting the status quo. Consequently, in that eventually they would suffer

irreparable loss and injury.

8) Having considered the submissions made by Learned Senior Advocate Mr. Kamal Trivedi, and upon a plain reading of the arbitration clause incorporated in the Bills of Lading, it clearly emerges that the parties have agreed to resolve their disputes by way of arbitration in Singapore, governed by English law.

9) The Petitioner has filed an Affidavit (i.e. Affidavit of the Authorized Representative of the Petitioner) which is taken on record. The said Affidavit, *inter alia*, states that, without admitting any liability, and without prejudice to its rights, contentions and defences – none of which are being waived, the Petitioner is willing to deposit USD 192,800.95, before this Hon'ble Court, as security for the alleged shortlanded Cargo (285.382 MT), as per the rate published by the Respondent itself being the market value of the cargo. It is further stated that in the event the Respondent subsequently asserts a higher valuation of the alleged shortlanded Cargo (285.382 MT), based on the corresponding value declared in the Bill of Entry filed with customs, the Petitioner is willing to secure the same by way of an additional security deposit, on the same terms as set out above.

10) On facts, the Petitioner has made a *prima facie* case that there is no shortage of cargo as confirmed by the Vessel's Surveyor and Surveyor of other parties. In contrast, only the draught survey conducted by the Respondent and Terminal indicates a shortlanding of Cargo of about 286.738 MT. The Court finds that there exists a serious triable issue warranting reference to arbitration and

a *prima facie* case has been made out by the Petitioner for grant of interim relief.

11) Further, the balance of convenience also lies in favor of the Petitioner, who is engaged in international shipping and is willing to secure the alleged Cargo shortlanding claim of the Respondent as set out above. The continued detention of the Vessel is resulting in substantial daily losses, affecting the Petitioner its commercial operations and obligations. If the interim relief is not granted, the Petitioner would suffer irreparable loss and injury.

12) Accordingly, a *prima facie* case is made out and the balance of convenience is in favor of the Petitioner. Further, as the Vessel is being detained, it is evident that in absence of interim reliefs, the Petitioner will incur irreparable losses.

13) In view of the above, this Court passes an ad – interim order that the Terminal (i.e. Adani Ports & SEZ Ltd.) is ordered and directed to issue the No Dues Certificate and other documentation required for the M.V. TRINIDAD PEARL (IMO NO. 9659737) to immediately depart from the Discharge Port i.e. Mundra, subject to payment of port dues which shall be without prejudice to the Petitioner's rights, contentions and defences. All parties to act in compliance of this Order

14) The above relief is granted subject to the Petitioner depositing with Punjab National Bank, NRI Branch, Pelican Building, Ashram Road, Ahmedabad in Account No. 740600VQ00000013 a sum of USD 193,717.05 or its INR equivalent (calculated as per the exchange rate of 1 USD =

INR87.90) within a period of a week from the date of this order on terms set out in the Affidavit of the Authorized Representative of the Petitioner. It is clarified that such deposit is made without prejudice to the rights, contentions and defences of the Petitioner and the deposit shall remain until the next date of the matter.

15) The Registry is further directed to send this order to the Terminal, Port and Customs at Mundra through Fax and/or Email, directing the Terminal, Port and Customs authorities at Mundra to forthwith release M.V. TRINIDAD PEARL (IMO NO. 9659737). The Authorities (including the Terminal, Port Officer and Customs Authority) at Mundra Port shall act on a Fax and/or E-mail forwarding the copy of this order, and permit M.V. TRINIDAD PEARL (IMO NO. 9659737) to sail out of the Mundra Port and render all necessary assistance to the M.V. TRINIDAD PEARL (IMO NO. 9659737) and its representatives. The Registry to send the email to the following E-mail addresses:

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.

16) The Registry is directed to inform the Punjab National Bank to invest the aforesaid deposit in FDR which shall accrue interest.

17) This Court further orders and direct the Terminal and all other concerned authorities to act on a copy of this order and take all steps to enable the departure of M.V. TRINIDAD PEARL (IMO NO. 9659737) from the Discharge Port i.e. Mundra.

18) This order is passed without prejudice to the rights and contentions of the parties.

Issue **Notice** returnable on 28.11.2025.

Direct Service **TODAY** is permitted.

(MAUNA M. BHATT,J)

DIPTI PATEL