

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/ADMIRALTY SUIT NO. 85 of 2025**

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KUDOS SHIPPING CORPORATION

Versus

M V ELVITA R (IMO 9395264)

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Appearance:

MS PAURAMI B. SHETH(841) for the Plaintiff(s) No. 1

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CORAM:HONOURABLE MRS. JUSTICE MAUNA M. BHATT**Date : 04/11/2025****ORAL ORDER**

1. Learned Advocate Ms. Paurami Sheth for the Plaintiff has submitted that one Ozarka Shipping FZCO (for short "Ozarka") stated to be the Owners/ disponent owners of the Defendant Vessel appointed the plaintiff as agent vide email dated 23.04.2025 while intimating that all the PDA and FDA will be settled by the Charterers - Meena Resources FZCO (hereinafter referred to as "Meena"), that the PDA/ FDA was to be settled on behalf of the defendant vessel and her Owners, that accordingly, the Plaintiff sent the PDA for a sum of Rs. 21,90,219.61 to Meena which was inclusive of the charges to be paid to the Authorities, Agency charges covering for initial 7 days on lump sum basis and other miscellaneous expenses such as Tug hire etc. with GST, that Meena remitted advance payment of Rs. 21,90,000.00 covering official charges for 30 days till 03.06.2025 and Agency fees for 7 days on 12.05.2025, that the Plaintiff made all the necessary arrangement for the Defendant Vessel, paid advance Light due charges of a sum of Rs. 1,59,902.26 inclusive of GST and Bank Charges to Customs, Jamnagar on 03.05.2025 and paid port

charges and VTS charges of a sum of Rs. 12,42,064/- inclusive of GST to Gujarat Maritime Board (GMB) on 12.05.2025, that upon payment of Port dues and VTS charges, GMB raised Invoice dated 15.05.2025 for a sum of Rs. 12,42,064/-.

1. Learned Advocate for the Plaintiff has further submitted that the Defendant Vessel arrived at Bedi port on 05.05.2025 but before discharge could commence, the Defendant Vessel directed to be arrested by this Court vide order dated 06.05.2025 passed in AS No. 18 of 2025, that some issues have arisen between Meena and Ozarka with respect to discharge of cargo as a result Meena also filed AS No. 23 of 2025 and got the Defendant Vessel arrested vide order dated 09.05.2025, that later on some arrangement was worked out between Meena and Ozarka as a result, the discharge of cargo got completed on 20.07.2025, that Meena again filed AS No. 40 of 2025 and sought arrest of the Defendant Vessel, that this Court has granted multiple arrest of the Defendant Vessel vide separate orders.
2. Ld. Advocate for the Plaintiff has further submitted that upon completion of the discharge of cargo, the Plaintiff sent Final Draft Statements of facts to all concerned vide mail dated 20.07.2025, in response to the same, vide mail dated 21.07.2025, Ozarka informed the Plaintiff that the Defendant Vessel has completed the cargo discharge on 18.07.2025 and documentation on 20.07.2025 and further asked the Plaintiff to hand over the agency to Barbados Maritime with immediate effect and requested Mr. Sanjay of Barbados Maritime to take steps for agent transfer, that in the said

mail Ozarka nowhere stated nor there was reference of any payment was to be made either by Meena or the Plaintiff, that the Agency of the Plaintiff got over w.e.f. 21.07.2025, that the Plaintiff thereupon sent mail dated 22.07.2025 of 10.09 am to Ozarka requesting them to arrange and send the payment due to the Defendant Vessel being Anchorage charges, VTS charges and light dues Charges Port from 04.06.2025, Agency fees from 12.05.2025 at USD 250 per day with 18% GST while stating that earlier Port dues, VTS charges and light dues Charges have been paid on arrival of the Vessel which was valid upto 30 days, that to utter surprise of the Plaintiff, instead of arranging for the payment, Ozarka intimated that since the discharge of cargo got completed on 20.07.2025, the said dues were to be directly settled by the Charterer, Meena till and Ozarka will bear the charges from 1.07.2025, that Meena denied its liability, that even thereafter as and when the Plaintiff asked the Defendant Vessel owner and Ozarka to pay, Ozarka intimated Meena would be responsible for the charges and Meena stated that the Owner/Ozarka would be responsible, that the stand of Ozarka for itself as well the Owner and all concerned for the Defendant Vessel was highly unreasonable as Ozarka and the Owner were not only aware that it is the responsibility of the Defendant Vessel to pay port dues and other port related charges but very much aware about the dispute between Meena on one hand and Ozarka/Owner and the Defendant Vessel on other hand, multiple arrests granted by this Court in Admiralty Suits including filed by Meena, that the above mentioned dues were to be paid for the Defendant Vessel and always responsibility of the Defendant Vessel, her Owner/Disponent Owner, Ozarka, that the

Plaintiff was appointed as the Agent by Ozarka for limited purpose for facilitating the Defendant Vessel at anchorage on its arrival for and cannot be saddled with such liability.

3. Learned Advocate for the Plaintiff has submitted that Gujarat Maritime Board initially sent estimated Invoice dated 15.10.2025 vide email 15.10.2025 raised from 01.09.2025 till 31.10.2025 and later on sent Letter dated 18.10.2025 through mail calling upon the Plaintiff to pay the dues of estimated Invoice dated 20.08.2025 for a sum of Rs. 88,60,417.00 covering for the period from 03.06.2025 till 31.08.2025 for 90 days and Invoice dated 15.10.2025 for a sum of Rs. 60,05,394.00 covering for the period from 01.09.2025 till 31.10.2025 for 61 days payable by and for the Defendant Vessel, that in response to the same, vide email dated 20.10.2025 the Plaintiff pointed out to Gujarat Maritime Board that its Agency have been terminated w.e.f. 21.07.2025 and in any case it would not be responsible for payment of any of such charges and further requested to recover from the Vessel, that the Plaintiff forwarded the said Letter to Ozarka and Meena vide mail dated 20.10.2025 to which there has been no response from any one of them, that the Plaintiff apprehends that even though the said dues are the related to the Defendant Vessel and responsibility of the Defendant Vessel Owner and all interested in her, its Agency has already been transferred w.e.f. 21.07.2025 but since Barbados Maritime has not come forward for Agency transfer, Gujarat Maritime Board will debit the said charges in the Account of the Plaintiff and likely to black list the plaintiff for nonpayment of estimated Invoices and the

Plaintiff will be called upon to pay the anchorage charges of a sum of Rs. 98,449.07 from 01.11.2025 on per day basis till date of sailing of the Defendant vessel, that admittedly, the Defendant Vessel has been not able to sail from 06.05.2025 on account of arrest orders and have kept at anchorage which charges are required to be borne by the Defendant Vessel and her Owners/Disponent Owners and the Plaintiff cannot be asked to bear any of the charges related to the Defendant Vessel or saddled with any of such responsibility as it was appointed only for carrying out initial activities for the Defendant Vessel upon her arrival. The plaintiff therefore has requested that the Gujarat Maritime Board is therefore required to be directed not to insist for the payment of port charges from the Plaintiff until the same is settled by the Owner/disponent Owners of the Defendant Vessel or all interested in her and to black list the Plaintiff.

4. Learned Advocate for the Plaintiff has also submitted that the Plaintiff is also entitled for Agency fees at USD 250 per day from 12.05.2025 till date of intimation of termination, i.e. 20.07.2025 and accordingly presently claimed for the said period with GST, that the Plaintiff reserves its rights to recover for the further period in case of necessity and further seek permission to omit to sue under Order 2 Rule 2.
5. Learned Advocate for the Plaintiff submitted that the Plaintiff has maritime claim maritime claim and maritime lien falling under Sections 4 (1) (n) read with Section 9 (1) (d) and maritime claim

under Section 4 (1) (t) for agency services under of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 due to non-payment of the port charges by the Defendant Vessel of the estimated Invoices raised by the GMB for the Defendant Vessel and for providing agency services till 20.07.2025 to the Defendant Vessel.

6. Heard Learned Advocate Ms. Paurami Sheth for the Plaintiff. This Court has perused and considered the averments made in the plaint herein declared at Ahmedabad on 03.11.2025 filed by the advocate for the Plaintiff herein and the affidavit of Mr. Prashant Y. Trivedi, the Sole Proprietor of the Plaintiff above named affirmed on 01.11.2025 in support of the arrest and prima facie found that the claim for Port charges payable to Gujarat Maritime Board on behalf of the Defendant vessel, her Owner/deponent Owner or all concerned interested in her is maritime claim and maritime lien and the claim for Agency fees in the Plaint is in the nature of a maritime claim.
7. Upon hearing Learned Advocate Ms. Paurami Sheth 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 **M. V. ELVITA R** **having IMO No. 9395264**, along with her hull, engines, gears, tackles, bunkers, machinery, apparel, plant, furniture, equipment and all appurtenances, at present lying at **Bedi** 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 **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 Defendants and / or those interested in her depositing in this Court for securing and / or satisfying the Plaintiff's claim of amount of Rs. 1,66,97,879.00 together with legal cost of a sum of Rs. 15,00,000.00 aggregating a sum of Rs. 1,81,97,879.00 With further interest at 9 % interest per annum from the date of institution of the Suit till payment and/or realization, as per Particulars of the Claim as per particulars of claim including of the amount of Rs. 1,48,65,811.00 calculated till 31.10.2025 so as to enable it to make the payment to the Gujarat Maritime Board, the said Warrant of Arrest would not be executed against the Defendant Vessel at present lying at **Bedi** Port, within the Indian territorial waters.

8. Further, in the view of the submission of the Learned Advocate Plaintiff that it is the responsibility of the Defendant Vessel and her Owner to pay port charges and the plaintiff cannot be asked to bear or saddled with the said liability until it is paid to the Plaintiff on behalf of the Defendant Vessel, Gujarat Maritime Board is hereby directed not to insist for payment of port charges from the Plaintiff and shall not take coercive action upon the Plaintiff for dues related to the Defendant Vessel MV ELVITA R having IMO No. 9395264.

9. The Port Officer and the Customs Authorities at **Bedi** Port 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 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.
10. The Registry is directed to send this order to Port and Customs at **Bedi** Port, Jamnagar, through email at the following addresses and the Authorities at **Bedi** Port shall act on email copy of the order and take the Defendant Vessel under arrest for the captioned suit.
- 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) customsporbandar@yahoo.com ;
 - h) pojam.gmb@gmail.com ;
 - 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) pogmb-bedi-jam@gujarat.gov.in ;
 - s) jamnagarmmd@gmail.com ;
 - t) mrcc-west@indiancoastguard.nic.in ;

- u) cgsvadinar@yahoo.co.in ;
- v) comdis1_ad1@sancharnet.in ;
- w) rhq-west@indiancoastguard.nic.in ;
- x) prodifencemumbai@gmail.com .

11. It is also open for the Plaintiff's advocate to communicate the above order by Email to the Authorities and the Port and Customs authorities at **Bedi** Port are directed to act on ordinary email copy of the order.
12. Notice to the Defendant returnable on 12.12.2025. The Plaintiff is permitted to serve to the Owner or the persons interested in the Defendant Vessel directly or through the Agent of the Defendant Vessel.
13. It is made clear that it will be open for the Defendant to approach this Court even prior to the returnable date with an adequate notice to the plaintiff.

Direct service is permitted today.

(MAUNA M. BHATT,J)

DIPTI PATEL