

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ADMIRALTY AND VICE ADMIRALTY JURISDICTION**

COMMERCIAL ADMIRALTY SUIT (L) NO. 13071 OF 2026

Huelva Maritime Services ...Plaintiff
V/s.
Ro Ro Cargo Ship Adler IMO 9179854 ...Defendant

**WITH
JUDGE'S ORDER (L) NO. 13080 OF 2026**

Mr. Dhruva Gandhi with Ms. Bulbul Singh Rajpurohit and Ms. Charmi Shah i/b Crawford Bayley and Co. for the Plaintiff.

CORAM : **ABHAY AHUJA, J.**
DATE : **15th APRIL, 2026**

P.C. :

1. This matter was mentioned this morning for being listed on the production board, submitting that the Defendant-Vessel viz. Ro Ro Cargo Ship Adler, IMO 9179854 (the "Defendant-Vessel") is within the admiralty jurisdiction of this Court and that circulation be granted for arrest of the Defendant-Vessel in respect whereof towage services had been rendered and payments also been received, however, despite admission of liability by the broker of the delayed payment as per Box-29 of the BIMCO Agreement in respect whereof the invoices were received and correspondence exchanged, the payments have not been received. Accordingly, the matter has been listed on the production board at serial no. 501 at 4.30 p.m.

2. Mr. Gandhi, learned Counsel appearing for the Plaintiff submits that despite agreeing to the outstanding payments qualifying as maritime claim under Section 4(1)(j) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 (the “Admiralty Act”) and offering to settle the claim at 50% of the said amount, no payment has been received by the Plaintiff. Mr. Gandhi clarifies that the Plaintiff has not accepted 50% of the discount but had only offered 20% discount on the basis that the amount of EURO 61040 be received before 11th October, 2025, but after that the amount due would be full again of EURO 73600.

3. Mr. Gandhi has submitted that although the owner of the Defendant-Vessel is of Russian origin, however, they have acted through a European broker and the correspondence has been with the email addresses in Box-30 of the BIMCO Agreement dated 24th August, 2025. That the delayed payment has been in terms of Box-29 of the said BIMCO Agreement, which has not been denied.

4. Mr. Gandhi has taken this Court through the documents annexed to the Plaint and submits that despite holding up the tug of the Plaintiff for towing the Defendant-Vessel from 8th September, 2025 to the 24th September, 2025 at Oran in Algeria and despite the admissions as

above, no payment has been received and therefore, the Plaintiff has been constrained to file this suit in *rem* for the recovery / security of a maritime claim under Section 4(1)(j) of the Admiralty Act, so that this Court can direct arrest of the Defendant-Vessel, which is within the jurisdiction of this Court as can be evidenced from a printout of the website marinetraffic.com tendered across the bar, as also copy of the Daily Vessel List of the Mumbai Port Authority, Indira Dock also tendered across the bar, which indicates that the Defendant-Vessel is at the said dock, within the jurisdiction of this Court.

5. Mr. Gandhi submits that there is no caveat against the arrest of the Defendant-Vessel which is also certified by the Section Officer of the Execution Department of this Court as on today at 4.20 p.m.

6. Having heard the learned Counsel and having perused the various documents annexed to the Plaint, with the assistance of the learned Counsel, I am of the *prima facie* view that a case for arrest is well made out: there is a maritime claim within the meaning of Section 4(1)(j) of the Admiralty Act and the Defendant-Vessel is within the admiralty jurisdiction of this Court.

7. Accordingly, in view of the Section 3 and Section 5(1)(a) of the Admiralty Act, I pass the following order:-

ORDER

- (i) I order the arrest of the Defendant-Vessel named Ro Ro Cargo Ship Adler, IMO 9179854, lying and being within the Admiralty Jurisdiction of this Court along with hull, engines, gears, tackles, machinery, apparels and paraphernalia lying and being presently at Mumbai or wherever in the territorial waters of India.
- (ii) Warrant of arrest is dispensed with.
- (iii) If the Defendant-Vessel is found abandoned or unmanned, the office of the Sheriff shall present a report for auctioning the Vessel upon request of the Plaintiff.
- (iv) The Plaintiff is also at liberty to file an application for sale of the Defendant-Vessel provided no application for vacating the order of arrest is made.
- (v) The Judge's Order is accepted and signed separately.
- (vi) The Plaintiff's undertaking dated 15th April, 2026 is accepted.
- (vii) The Plaintiff is at liberty to communicate this order to the Sheriff of Mumbai, the Master of the Defendant-Vessel, relevant Port and Custom authorities by email/hand delivery.

(viii) All concerned to act on a copy of this order, duly authenticated by the Associate of this Court.

(ABHAY AHUJA, J.)

Digitally
signed by
NIKITA
YOGESH
GADGIL
Date:
2026.04.15
19:17:56
+0530