



IN THE HIGH COURT OF ORISSA AT CUTTACK

ARBP (ICA) No.05 of 2026
CNR No- ODHC010699972026

***OCL IRON & STEELS
LIMITED, Sundargarh***

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Petitioner (s)

Mr. Ashok Parija, Sr. Adv.
Mr. Krishnaraj Thaker, Sr. Adv.
Mr. Saswat Acharya, Adv.
Mr. Abhisek Agarwal, Adv.
Mr. A. Agarwal, Adv.

-versus-

***OCEAN WINNER SHIPPING
CO. LTD. & Ors***

Respondent (s)

Mr. S.P. Misra, Sr. Adv.
Mr. Soumya Jyoti Biswal, Adv.

CORAM:

DR. JUSTICE SANJEEB K PANIGRAHI

Order No.

02.

ORDER

11.09.2026

ARBP (ICA) No.05 of 2026

Along with

I.A. No.9 of 2026

1. This matter is taken up through hybrid arrangement.
2. Heard.
3. The present petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter, "the Act"), seeking interim measures in relation to a dispute arising out of the carriage of 71,200 MT of Iron Ore Fines loaded on board the vessel M.V. Ocean Winner.
4. The Petitioner had entered into a sale contract dated 29.06.2026 with Arch International Ltd., Hong Kong, for supply of 75,000 MT



(+/- 10%) of Iron Ore Fines. Pursuant thereto, 71,200 MT of Iron Ore Fines was loaded on board M.V. Ocean Winner at Paradip between 15.08.2026 and 20.08.2026. The Petitioner relies upon a Bill of Lading dated 20.08.2026, recording the Petitioner as shipper, the vessel as M.V. Ocean Winner, Paradip as the port of loading, China as the port of discharge and the cargo as 71,200 WMT of Iron Ore Fines. The document is marked "CLEAN ON BOARD" and bears the relevant signatures on behalf of the Master and SK Shipping Ltd. as agent.

5. According to the Petitioner, the draft Bill of Lading was approved and Respondent No.4 had confirmed its authority to issue/release the document. A scanned copy thereof was thereafter forwarded to the Petitioner.
6. The vessel sank on or about 22.08.2026 while proceeding towards China. On 24.08.2026, Respondent No.4 informed the Petitioner that Respondent No.1 had instructed it not to release the original Bill of Lading. On 26.08.2026, Respondent No.1 took the position that the Bill of Lading was "void" and alleged that the Petitioner had loaded unsafe cargo which caused the sinking. The Petitioner disputes the same and relies, inter alia, upon compliance with the IMSBC Code and the requisite approvals/surveys.
7. The matter assumes urgency as the purchaser has demanded the original Bill of Lading and reserved its rights in respect of the transaction. The Letter of Credit is stated to expire on 18.09.2026 and the documents are required to be presented by 17.09.2026. On



07.09.2026, Respondent No.1 directed Respondent No.4 to cease and desist from issuing the original Bill of Lading. The present petition was filed on 08.09.2026.

8. The Petitioner principally seeks release of the original Bill of Lading dated 20.08.2026 and, in the alternative, issuance/release of a fresh original Bill of Lading bearing the same date.
9. Let notice be issued to the Opposite Parties.
10. Learned counsel for Respondent No. 3 appears on caveat and opposes the petition. It is submitted that Respondent No.3 is not a party to the arbitration agreement and has no authority to issue or release the Bill of Lading. It is further submitted that release of the Bill of Lading would amount to grant of final relief, as the Petitioner may present it under the Letter of Credit and receive the sale consideration. Some doubts were also expressed qua the authority of Respondent No.3 who submitted that issuance of any fresh or backdated Bill of Lading would be impermissible, particularly in view of the casualty involving the vessel and the Master being amongst those missing.
11. At this stage, the following question arises for consideration:

Whether, in the facts and circumstances of the present case, interim protection can be granted under Section 9 of the Act without entering upon final adjudication of the disputes between the parties?
12. Section 9 confers upon the Court the power to grant interim measures of protection in aid of arbitral proceedings. The jurisdiction is interim in nature and cannot be exercised to finally



determine the rights and liabilities which are to be adjudicated in arbitration.

13. The Hon'ble Supreme Court has held on multiple occasions that the object of Section 9 is to protect the right which is the subject matter of adjudication from being frustrated. It has further been recognised that interim mandatory injunctions may be granted under Section 9, subject to the settled principles governing interim relief, including prima facie case, balance of convenience and irreparable injury.
14. The objection that release of the Bill of Lading would amount to grant of final relief requires consideration. If this Court were to determine the Petitioner's entitlement to the sale consideration, the validity and enforceability of the Bill of Lading, or the liability of the Respondents for the casualty, such an order would undoubtedly travel beyond Section 9.
15. The present case, however, stands on a different footing. There is a material distinction between directing issuance of a Bill of Lading and directing release of a Bill of Lading which, on the material presently available, had already been prepared and issued.
16. The Bill of Lading relied upon by the Petitioner bears the date 20.08.2026 and a scanned copy thereof had already been communicated to the Petitioner. This Court is, therefore, not being asked at this stage to create a Bill of Lading where none existed. The immediate grievance is that the document, stated to have already been issued, has subsequently been withheld.



17. This distinction is material. This Court is not conferring upon the Petitioner a new contractual right, nor is it directing Respondent No.3 to execute or create a fresh instrument. The contractual material itself provides that the Bill of Lading is to be issued by the Master/Owner or a named agent for or on behalf of the Master/Owner. The precise question of authority is therefore left open. The Petitioner has also relied upon the relevant provisions of the Carriage of Goods by Sea Act, 1924 ("**the Act**"), which is extracted below –

"ARTICLE III: Responsibilities and Liabilities –

...xxx...

(3) *After receiving the goods into his charge, **the carrier, or the master or agent of the carrier, shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things –***

...xxx..."

"ARTICLE I: Definitions. —

...xxx...

(b) ***"carrier"** includes the owner or the charterer who enters into a contract of carriage with a shipper"*

18. For the same reason, this Court is not inclined at this stage to direct issuance of any fresh or backdated Bill of Lading. Such a direction would require determination of questions concerning authority and creation of a new instrument, which are not necessary for the limited interim protection presently sought.

19. In course of the hearing, the Respondent No.3 has handed over a memo wherein it has been shown that the Respondent No. 2 is described as the owner which *prima facie* falls within the definition



of “carrier”. Thereafter, the “carrier” has appointed Respondent No. 3 as its shipping agent. Accordingly, as per the relevant provisions of the Act, the responsibility of Respondent No. 3 to provide the originals of the bill of lading cannot be overlooked in considering the case of the Petitioner.

20. The urgency is apparent from the approaching expiry of the Letter of Credit and the purchaser's demand for the original Bill of Lading. If the document is withheld and the Letter of Credit expires, the Petitioner's existing commercial and documentary position may be irreversibly altered before the arbitral forum is able to consider the dispute.

21. The balance of convenience, at this stage, therefore lies in preserving the existing position. At the same time, the apprehension of the Respondents that release of the Bill of Lading may enable the Petitioner to receive payment cannot be ignored.

22. The said apprehension can be addressed by requiring the Petitioner to undertake that any monetary benefit received pursuant to presentation of the Bill of Lading, including any amount received under the Letter of Credit, shall remain subject to the final outcome of the arbitral proceedings and to such further orders as may be passed by the competent forum.

23. In these circumstances, this Court is satisfied that a limited interim measure is warranted. The same shall not be construed as a declaration as to the validity of the Bill of Lading or the Petitioner's entitlement to the sale consideration.



24. Accordingly, as an interim measure and without prejudice to the rights and contentions of the parties, it is directed:

- (i) Respondent No.1 shall keep in abeyance, insofar as the Bill of Lading dated 20.08.2026 is concerned, its instruction dated 07.09.2026 directing Respondent No.4 not to release the original Bill of Lading.
- (ii) Respondent No. 4 shall release the original bill of lading dated 20.08.2026, as already issued and reflected in the scanned copy under **Annexure-20** relied upon by the Petitioner, within 24 hours of communication of a web-copy of this order by email, to the Petitioner or its duly authorized representative. In the event Respondent No. 4 fails to do so, the Respondent No. 3 is directed to release the aforesaid original bill of lading dated 20.08.2026, within a further period of 24 hours of communication of a web-copy of this order by email by the Petitioner. Upon compliance by the Respondent no. 3 in issuing and releasing the bill of lading to the Petitioner, the bill of lading in the hands of Respondent no.4 shall become inoperative
- (iii) No Respondent shall be required pursuant to this order to issue, execute or create any fresh or backdated Bill of Lading.
- (iv) Before availing of the benefit of this order, the Petitioner shall furnish an undertaking to this Court that any



monetary benefit received pursuant to presentation of the said Bill of Lading, including any amount received under the Letter of Credit, shall remain subject to the final outcome of the arbitral proceedings and such further orders as may be passed by the competent forum.

- (v) If arbitral proceedings have not already commenced, the Petitioner shall take necessary steps for commencement thereof within the period contemplated under Section 9(2) of the Act.

25. It is clarified that the observations made herein are only for the purpose of considering the present interim application. No opinion is expressed on the authority to issue the Bill of Lading, its ultimate validity or enforceability, the condition of the cargo, the cause of the casualty, the liability of any Respondent, or the Petitioner's entitlement to the sale consideration or damages.

26. Replies, if any, be filed by the Respondents before the next date. Rejoinder, if any, may be filed thereafter.

27. List this matter on 23rd September, 2026 for further consideration.

(Dr. Sanjeeb K Panigrahi)
Judge

B.Jhankar