



IN THE HIGH COURT OF ORISSA AT CUTTACK

ADMLS No.7 of 2025

**BAO VIET INSURANCE
CORPORATON**

Plaintiff

Mr. S.J. Biswal, Advocate

-versus-

**1.MV WORLD VIRTUE
(IMO 9860374)**

2.Paradip Port Trust

Defendants

*Ms. Aditi Maheshwari,
Advocate (D-1)*

CORAM: JUSTICE V. NARASINGH

**ORDER
10.12.2025**

**Order
No.**

01. I.A No.35 of 2025

1. This is an application for payment of court fees.
2. Learned counsel for the Plaintiff submits that in the meanwhile deficit court fees of Rs.23,150/- has already been paid. Memo filed to the said effect is taken on record.
3. In view of the same, no further order need be passed in this I.A seeking extension of time to file the deficit court fees.
4. I.A is accordingly disposed of.



5. Registry is called upon to number the ADMLS.
6. This Court is informed that the present ADMLS shall be numbered as ADMLS No.7 of 2025.

(V. Narasingh)
Admiralty Judge

02. ADMLS No.7 of 2025 and I.A Nos.34 & 36 of 2025

1. This matter was mentioned yesterday by the learned counsel for the Plaintiff, Mr. Biswal. At the time of mentioning, it was submitted at the Bar that there is a caveat. Therefore, learned counsel for the Plaintiff was asked to serve a copy of the petition on the caveator.
2. Ms. Maheshwari, learned counsel submits that she has entered appearance on behalf of the Defendant-vessel by filing Caveat No.2 of 2025 which was filed in ADMLS No.6 of 2025 and the same may be adopted in the present case as per Regulation No.30 of the Orissa High Court Admiralty (Jurisdiction and Settlement of Maritime Claims) Rules, 2020¹. Memo submitted to the said effect is taken on record.

¹ **30. Caveat against arrest of property:-** (1) Any person desiring to prevent the arrest of any property shall file in the Registry a praecipe, signed by himself or his Advocate, who may be acting for him requesting that caveat be entered against the arrest of the said property and undertaking to enter an appearance in person or by a Vakalatnama in any suit that may be instituted against the said property and to give security in such suit in a sum not exceeding the amount to be stated in the praecipe or to pay such sum into the Registry. The caveat shall contain the name, address and e-mail address of the caveator and/or his advocate, as the case may be. A caveat against the issue of a warrant for the arrest of the said property shall thereupon be entered in a book to be kept in the Registry, called the "Caveat Warrant Book". The Caveat Warrant Book shall state the amount of security that the caveator has undertaken to provide as per praecipe.

(2) Copy of plaint in suit against property to be served before filing plaint on the caveator-Any person instituting a suit against any property in respect of which a caveat



3. Heard Mr. Biswal, learned counsel for the Plaintiff and Ms. Maheshwari, learned counsel for the Defendant No.1-vessel and also perused the plaint.

4. The admiralty suit is instituted by the Plaintiff seeking the following reliefs;

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i. That this Hon'ble Court be pleased to pass an order and decree in favour of the Plaintiff and against the Defendants in the sum of USD 11,806 (United States Dollar Eleven Thousand Eight Hundred Six Only) which stands at a sum of Rs. 10,61,950.00 (Rupees Ten Lakhs Sixty-One Thousand Nine hundred Fifty Only) (USD to INR exchange rate: Rs. 89.95 as on 07.12.2025) and all interest accrued thereupon at the rate of 12%.

ii. To pass necessary orders for the cost of litigation amounting to Rs.5,00,000/-

has been entered in the "Caveat Warrant Book" shall, before filing the plaint, serve a copy thereof upon the party on whose behalf the caveat has been entered or upon his Advocate and annex to the plaint a statement of such service.

(3) Caveator to give security on filing of plaint-Within three days from the filing of the plaint, the party on whose behalf the caveat has been entered shall, if the sum in which the suit has been instituted does not exceed the amount for which he has given the undertaking, give security in such sum or pay the same into the Registry, or if exceeds that amount, give security to the sum in which the suit has been instituted or pay the same into the Registry.

(4) On default, the suit may proceed ex parte-After the expiration of three days from the filing of the plaint, if the party on whose behalf a caveat has been entered shall not have given security in such sum or paid the same into the Registry, the plaintiff may apply to the Registrar to set down the suit forthwith for hearing as an undefended, suit;

Provided that the Court may on good cause shown and on such terms as to payment of costs as it may impose, extend the time for giving security or paying the money into the Registry.

(5) Judgment on the claim and enforcement of Judgment on the claim payment-When the suit comes before the Court, if the Court is satisfied that the claim is well founded it may pronounce Judgment for the amount which appears to be due, and may enforce the payment thereof by order of attachment against the party on whose behalf the caveat has been entered, and by the arrest of the property if it then be or thereafter comes within the jurisdiction of the Court.

(6) Registrar to search for caveat before issue of warrant-Before issuing a warrant for the arrest of property, the Registrar shall ascertain, whether or not any caveat has been entered against the issue of warrant of arrest thereof.



(Rupees Five Lakhs Only) incurred by the Plaintiff for bringing forward this suit.

iii. To award all the interest accrued during the pendency of this Suit as *lis pendens* interest to the Plaintiff.

iv. That the Plaintiff in the instant case be allowed to issue notice to the Defendants through Email as well as any other manner this Hon'ble Court deems fit in the interest of expeditious communication.

v. That the Defendant vessel M.V. WORLD VIRTUE (IMO 9860374) together with her hull, engines, gears, tackles, bunkers machinery, apparel, plant, furniture, fixtures, appurtenances and paraphernalia, plant and machinery at present lying at Port and Harbor at Paradip, Orissa or wherever she is within the territorial waters of India be arrested and detained by a Warrant of Arrest of this Hon'ble Court until the satisfaction of the Plaintiff's claim in the claim of USD 11,806 (United States Dollar Eleven Thousand Eight Hundred Six Only) along with the accrued interest of 12% per annum till the realization of the payment and the *lis pendens* interest thereupon and the same be condemned in respect of the Claim herein and be ordered to be sold along with her hull, engines, gears, tackles, bunkers machinery, apparel, plant, furniture, fixtures, appurtenances and paraphernalia and the net sale proceeds thereof be ordered to be applied to the satisfaction of the Plaintiffs' claim herein and the cost of this Suit;

vi. To pass any other orders this Hon'ble Court deems fit in the given set of facts or circumstances for the interest of justice, equity and good conscience.



4-A. I.A No.34 of 2025 is filed seeking arrest of the Defendant Vessel MV WORLD VIRTUE (IMO 9860374).

5. It is stated by the learned counsel for the Plaintiff that the relief(s) claimed fall under Section 4(1)(d)(f)(g) and (h) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 (hereinafter referred to as "Act 2017")².

6. It is submitted that the claim arises out of the shortfall of cargo carried on a sister vessel of the Defendant Vessel MV WORLD VIRTUE (IMO 9860374). Reliance is placed on Annexure-I, indicating that both the ships are owned by BW DRY CARGO PTE LTD. Referring to the survey report in respect of the sister vessel "WORLD DIANA", it is stated that the shortfall is to the tune of 9.711 MT in WE-17 and 43.700 MT in WD-23 of goods, excluding the spillage (Annexure-G series).

7. It is submitted with vehemence by the learned counsel for the Plaintiff, Mr. Biswal that, in the preparation of the survey report, the representatives of the sister vessel also participated, and referring to

² **4. Maritime claim—** (1) The High Court may exercise jurisdiction to hear and determine any question on a maritime claim, against any vessel, arising out of any—

(a) xxx xxx

(b) xxx xxx

(c) xxx xxx

(d) loss or damage caused by the operation of a vessel;

(e) xxx xxx

(f) loss or damage to or in connection with any goods;

(g) agreement relating to the carriage of goods or passengers on board a vessel, whether contained in a charter party or otherwise;

(h) agreement relating to the use or hire of the vessel, whether contained in a charter party or otherwise;

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the rights of the Plaintiff under the Receipt and Subrogation at Annexure-H series in respect of the sister vessel, it is submitted that they have a prima facie case in enforcing their rights. Notwithstanding the demand by the representatives of the Plaintiff, there has been no response from the owner, agents, and all persons concerned "with the vessels MV WORLD DIANA and MV WORLD VIRTUE", the Plaintiff is constrained to move this Court.

8. Learned counsel, Ms. Maheshwari appearing on behalf of Defendant No.1, through caveat, submits that the Plaintiff does not have a prima facie case, inasmuch as the survey report on which much reliance is placed to fortify the claim does not carry the signature of Defendant No.1-caveator.

So far as the quantity of cargo is concerned, it is the submission of the learned counsel for the caveator that the same is a self-serving one of the Plaintiff without any authentication, and as such, on account of lack of basic materials on record since there is no prima facie case, no interim order of arrest as prayed for should be passed.

It is also stated that, in the alternative, in the event this Court considers passing an order of arrest of the Vessel, the Plaintiff should be directed to



furnish adequate security in terms of Section 11 of the Act 2017³.

Per contra, learned counsel for the Plaintiff submits that, in view of the prima facie maintainability of the claim under Section 4(1)(d)(f)(g) and (h) of the Act 2017, the Plaintiff will suffer irreparable loss unless an order of arrest is issued in terms of Section 5(2) of the Act, 2017⁴.

It is further submitted that the contentions of the Defendant No.1 cannot be gone into at this stage if the proceeding in the absence of filing of the written statement and the same would amount to prejudging the suit.

9. On consideration of the rival submissions of the learned counsel for the Plaintiff and Defendant No.1 with reference to the recitals of the ADMLS, this

³ **11. Protection of owner, demise charterer, manager or operator or crew of vessel arrested—** (1) The High Court may, as a condition of arrest of a vessel, or for permitting an arrest already effected to be maintained, impose upon the claimant who seeks to arrest or who has procured the arrest of the vessel, an obligation to provide an unconditional undertaking to pay such sums of money as damages or such security of a kind for an amount and upon such terms as may be determined by the High Court, for any loss or damage which may be incurred by the defendant as a result of the arrest, and for which the claimant may be found liable, including but not restricted to the following, namely:—

(a) the arrest having been wrongful or unjustified; or
(b) excessive security having been demanded and provided.
(2) Where pursuant to sub-section (1), the person providing the security may at any time, apply to the High Court to have the security reduced, modified or cancelled for sufficient reasons as may be stated in the application.
(3) If the owner or demise charterer abandons the vessel after its arrest, the High Court shall cause the vessel to be auctioned and the proceeds appropriated and dealt with in such manner as the court may deem fit within a period of forty-five days from the date of arrest or abandonment:

Provided that the High Court shall, for reasons to be recorded in writing, extend the period of auction of the vessel for a further period of thirty days.

⁴ **5. Arrest of vessel in rem—** (1) xxx xxx
(2) The High Court may also order arrest of any other vessel for the purpose of providing security against a maritime claim, in lieu of the vessel against which a maritime claim has been made under this Act, subject to the provisions of sub-section (1):

Provided that no vessel shall be arrested under this sub-section in respect of a maritime claim under clause (a) of sub-section (1) of section 4.



Court is of the considered view that the Plaintiff has a cause of action to maintain the suit and is able to put forth a prima facie case.

Admit.

10. Issue notice to Defendant No.2. Requisites shall be filed by Friday (12.12.2025), as undertaken, failing which the Admiralty Suit shall stand dismissed without further reference to the Bench qua the said Defendant. Liberty is granted to serve notice through electronic mode, as prayed for by the Plaintiff, vide I.A No.36 of 2025.

11. This Court is persuaded to hold that unless an order of arrest of Defendant Vessel – MV WORLD VIRTUE (IMO 9860374), as prayed for, is passed, the cause of the Plaintiff will be frustrated and the suit will be rendered infructuous, as it is stated by the Plaintiff on instructions that the Vessel in question is likely to leave Paradeep Port shortly.

Hence, it is directed that Defendant Vessel – MV WORLD VIRTUE (IMO 9860374) be arrested at Paradeep Port – Defendant No.2. Accordingly, a separate Judge's order is passed.

12. In the given facts of the present case at this stage, this Court is not persuaded to direct furnishing of any security in terms of Section 11 of the Act 2017³.

13. Ordered Accordingly.



14. It is hereby clarified that the cargo, if any, being carried in the Defendant Vessel is independent of the claim qua the Defendant. As such, pendency of the ADMLS shall not be a bar for unloading the cargo as per the norms in vogue.

15. The Plaintiff is at liberty to communicate the order along with letter of the Marshall of this Court, which is defined under Rule (2) of the Orissa High Court Admiralty (Jurisdiction and Settlement of Maritime Claims) Rules, 2020⁵ and through Fax, E-mail and hand delivery. The Plaintiff is also at liberty to serve the warrant of arrest in course of next twenty four hours. All parties shall act on production of ordinary copy of this order duly authenticated by the learned Deputy Registrar (Judicial) of this Court.

16. I.As are accordingly disposed of.

17. List the ADMLS on 15.01.2026.

(V. Narasingh)
Admiralty Judge

PKS

Signature Not Verified

Digitally Signed
Signed by: PRADEEP KUMAR SWAIN
Reason: Authentication
Location: Orissa High Court, Cuttack
Date: 10-Dec-2025 19:06:23

⁵ 2(g). 'Marshal' means the Marshall or his substitute or other Officer who may be appointed by the Chief Justice to execute the process of the Court in exercise of its Admiralty jurisdiction.