
(2025) 12 OHC CK 1157

Orissa HC

Case No: Admiralty Suits No. 8 Of 2025

Jaldhi Overseas Pte Ltd

APPELLANT

Vs

MV The Patron

RESPONDENT

Date of Decision: Dec. 26, 2025

Acts Referred:

- Code Of Civil Procedure, 1908- Order 2 Rule 2
- Orissa High Court Admiralty (Jurisdiction And Settlement Of Maritime Claims) Rules, 2020-Rule 2(1)(g)
- Admiralty (Jurisdiction And Settlement Of Maritime Claims) Act, 2017-Section 1(2), 3, 4(1)(h), 5

Hon'ble Judges: Murahari Sri Raman, J

Bench: Single Bench

Advocate: Saswat Kumar Acharya, Rahul Ray

Judgement

Murahari Sri Raman, J

1. During this winter vacation, urgency being mentioned before the Registry by the learned counsel appearing for the plaintiff, the matter is assigned. By way of special notice, hearing is taken up at 4.45 p.m. today (26th December, 2025).

2. Heard Sri Saswat Kumar Acharya, learned counsel appearing for the plaintiff.

3. This Admiralty suit is instituted by the plaintiff seeking for the following reliefs:-

In light of the facts cited, circumstances stated, position of law brought forward the Plaintiff most humbly prays to this Hon'ble Court to rule and adjudge:

i. That this Hon'ble Court be pleased to pass an order and decree against the Defendant to pay the Plaintiff a sum of USD 202,000 (United States Dollar Two Hundred and Two Thousand only) which stands at a sum of INR. 1,81,33,540 (Rupees One crore eighty-one lakh thirty-three thousand five hundred forty

Only) (USD to INR exchange rate: INR 89.77 as on 24.12.2025) along with interest on the principal amount of USD 182,000 at the rate of 12% p.a. from 24.12.2025 till payment and/or realization.

ii. That the Defendant No. 1 Vessel, M.V. THE PATRON (IMO 9481439) 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 Plaintiffs claim in the claim of 202,000 (United States Dollar Two Hundred and Two Thousand only) which stands at a sum of INR. 1,81,33,540 (Rupees One crore eighty-one lakh thirty-three thousand five hundred forty Only) (USD to INR exchange rate; INR 89.77 as on 24.12.2025) along with the accrued interest of 12% per annum till the realization of the payment 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;

iii. That pending the hearing and final disposal of the suit, the Defendant Vessel No. 1 along with her hull, engines, gears, tackle, machinery, articles, things, bunkers, apparel, plant and other appurtenances at present lying at Paradip Port within the territorial waters of India, be arrested by a warrant of arrest of this Hon'ble Court;

iv. That pending the hearing and final disposal of the suit, the Defendant Vessel No. 1 along with her hull, engines, gears, tackle, machinery, articles, things, bunkers, apparel, plant and other appurtenances at present lying at Paradip Port within the territorial waters of India, be ordered to be appraised and sold and the net sale proceeds thereof be ordered to be deposited this Hon'ble Court to the credit of Plaintiffs' claim;

v. For ad-interim reliefs in terms of prayers 'hi' and 'iv' above;

vi. That the Plaintiff be granted leave under Order II Rule 2 of the Code of Civil Procedure, 1908 to claim further losses as and when computed;

vii. 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.

viii. 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. Learned counsel pressed for taking up the aforesaid suit along with petition under Section 5 of the Admiralty (Jurisdiction and Settlement of Maritime Claims)

Act, 2017 (for short the Admiralty Act) as the Vessel MV THE PATRON (IMO 9481439) is likely to leave the Paradip Port shortly.

4.1. It is submitted that the plaintiff has hired the said Vessel - MV THE PATRON (IMO 9481439) from Carmis Business S.A. (Panama) for carriage of about 75,000 MTs of BHF-1-2 Grades basis natural from Jordan and the Port of discharge would be Paradip. The plaintiff entered into time charter trip with the owners whereunder the defendant no.1-vessel was chartered to carry 75,000 rockphos in bulk from Aqaba to India over a duration of about thirty days. The speed warranted as follows:-

Speed and consumptions: (Figures may vary slightly as per

CII/EECI Regulation/EPL setting):

Ballast: ABT 12.50 KN on ABT 35.50 MT (VLSFO, MAX.50% RMG 380 CSTISO 8217/2010) + ABT 0.10 MT LSMGO PDAY.

LADEN:ABT 12.00 KN on ABT 36.50 MT (VLSFO, MAX.0.50% RMG 380 CSTISO 8217/2010) + ABT 0.10 MT

LSMGO PDAY.

4.2. On 19th August, 2025, the engine of the defendant no.1-vessel stopped performing while on voyage. It is submitted that after the same is put to functional on 20th November, 2025, the owners (through their agents / brokers) intimated the plaintiff that the vessel would not be able to proceed at full speed for the voyage as agreed. Nonetheless, it proceeded with reduced speed, i.e., about 7.98 knots.

4.3. On 2nd December, 2025, the defendant no.1-vessel departed from Khorfakkan (UAE) for discharging the cargo at Paradip Port, India.

4.4. On 5th December, 2025, the plaintiff sought for revising the hire rate on account of discrepancy in speed, which resulted in delay in reaching the Port of discharge.

4.5. On 17th December, 2025, the plaintiff via e-mail informed the owners that it had already remitted hire for a sum of USD 25,586.67 on 16th December, 2025 as per the plaintiff's hire statement dated 15th December, 2025. The hire payment was as per the revised hire rate as computed by the plaintiff.

4.6. On 18th December, 2025, the owners by communicating through e-mail, stated that the owners were prepared to agree to the plaintiff's proposed daily hire deduction on USD 4,694.73 which is subject to condition that the plaintiff shall give credit for bunker savings arising from defendant no.1-vessel's reduced speed. However, it is submitted by the learned counsel for the plaintiff that the owners disputed the plaintiff's hire calculation on various grounds including hire at the discharge port, bunker quantities and alleged off hire bunker deductions and by amending the hire invoice for USD 315,266.16 called upon the plaintiff to settle the

same without delay.

4.7. It is urged that as evident from the Master's Noon reports that the vessel did not achieve even the speed of 7.98 knots which prompted the plaintiff to reject the owner's proposal and it also disputed the owner's contention that hire at the discharge port should revert to the original Charter Party rate. In order to get the cargo unloaded at the port of discharge, the plaintiff had to pay to the owners an amount of USD 1,82,000 under protest towards deficiency claim time taken by VSL due to deficiency nor tendered by VSL, etc.

4.8. It is submitted that the Charter Party was essentially for time speed, but due to reduced speed, the defendant no.1-vessel took around four months to discharge the cargo. Therefore, the plaintiff is entitled to maintain an action in rem against defendant no.1- vessel invoking Section 3 of the Admiralty Act. It is stated that the relief(s) claimed for in the suit falls within the meaning of Section 4(1)(h) of the said Admiralty Act.[Relevant portion of Section 4 of the Admiralty Act reads as follows:-

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

Xxxx xxxxxx xxxxx

(h) Agreement relating to the use or hire of the Vessel, whether contained in a Charter Party or otherwise.

Xxxxx xxxxxx xxxxx]

5. Perusal of the papers enclosed to the plaint reveals that the Vessel - MV THE PATRON (IMO 9481439) is at a distance of 5.95 nautical miles off Paradip. It is revealed from Charter Party between the plaintiff and the owners that the Vessel was required to maintain the speed at 12.5 knot (ballast) and 12.00 knot (laden). But, due to circumstances, the speed of vessel was reduced to 7.98 knot which led to delay in reaching the port of discharge. Therefore, the plaintiff has made payment USD 1,82,000 (at page 350-351 of the plaint) under protest on the perception that the cargo would not be unloaded unless the demanded rate is paid.

5.1. As it appears, due to deficiency of defendant no.1-vessel the voyage from Khorfakkan to Paradip took approximately 21.58 days instead of 8.58 days, thereby violating contractual speed. To mitigate further loss, the plaintiff under constraint paid USD 1,82,000 towards excess hire.

6. With the aforesaid facts, keeping in view Section 1(2) read with Section 4(1)(h) and Section 3 of the Admiralty Act, this Court assumes jurisdiction. On consideration of the facts supported by documents borne on record, the plaintiff appears to have genuine grievance.

7. Admit.

8. Issue notice in ADMLS to the defendants by speed post, requisites for which shall be filed within three working days during winter vacation. In addition, notice may also be served through Fax/E-mail/Hand Delivery / Any other Electronic mode.

9. Since the plaintiff has raised a claim against the defendant no.1/owner for restitution of the amount paid under protest along with interest thereon, on the facts narrated hereinabove, it has made out a prima facie case. This Court is persuaded to hold that unless an order of arrest of defendant no.1-vessel - MV THE PATRON (IMO 9481439), as prayed for, is passed, the cause of action shall stand frustrated and entire purpose of filing this suit shall be rendered infructuous. As it is stated that the vessel in question is likely to leave the Paradip Port shortly, it is directed that the defendant no.1-vessel- MV THE PATRON (IMO 9481439) be arrested at the Paradip Port-defendant no.2. Accordingly, a separate Judge"s order is passed.

10. Ordered accordingly.

11. It is clarified that pendency of this ADMLS shall not be a bar for unloading the cargo loaded in the defendant no.1-vessel- MV THE PATRON (IMO 9481439).

12. The plaintiff is at liberty to communicate the order along with letter of the Marshall" of this Court, as defined under Rule 2(1)(g) of the Orissa High Court Admiralty (Jurisdiction and Settlement of Maritime Claims) Rules, 2020 and through Fax/E-mail/Hand Delivery / Any other Electronic mode. The plaintiff is also at liberty to serve the Warrant of Arrest in course of next twenty-four hours.

13. All the parties shall act on production of ordinary/downloaded copy of this order duly authenticated by the learned Deputy Registrar (Judicial) of this Court.

14. I.A. stands disposed of accordingly.

15. List the ADMLS in the week commencing 5th January, 2026 before the assigned Jurisdictional Court.