

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

ADMIRALTY SUIT NO.32 OF 2016

M/s. Arina Offshore Marine Services Pvt. Ltd.Plaintiff

Vs.

Barge Madhwa and Anr.Defendants

Ms. S. Priya a/w. Ms. Priyanka Patel for plaintiff.

None for defendants.

CORAM : K.R.SHRIRAM, J.

DATE : 30th JUNE, 2017

PC.:

1 Plaintiff has filed this suit claiming a sum of USD 382,685.47/- of which the principal amount is USD 208,424.65/-.

2 Plaintiff had given on charter the vessel m.v. Pelican Quest (the said vessel) under a time charter party dated 11th February, 2013, executed in Mumbai, on BIMCO Supplytime 2005 terms as amended. The said vessel was flying the flag of Singapore and was taken on charter by defendant no.2 for operations along the west coast of India pursuant to their contract with ONGC. The charter hire was firm period of 90 days, i.e., would have expired on or about 10th May, 2013, but with the consent of defendant no.2 was extended upto 5th June, 2013. The charter hire payable was USD 8,500/- per day, pro rata net to owners, exclusive of all taxes, fuel, fresh water, Import/Export taxes, or any other fiscal import in country of operation, Port fees, MOD/NSC/MOHA and all clearance fees, custom

duties for vessel and consumables/guarantees, SPL, permit to work fees, security pass fees, Pilot fees, channel charges, broadband, any additional insurance coverage for client/Area of Operation/Project/Client Specific Equipment and project deck crew, any project specific rigging and consumables and messing allowances, etc. The charter party also provides that interest of 1% per month is payable on the outstanding amounts.

3 The charter hire was payable every 15 days in advance. Plaintiff raised various invoices of which 9 invoices are still outstanding. The amount payable under these invoices is the principal amount of USD 208,424.65/- and interest is USD 174,260.82/-.

4 Ms. Priya, counsel for plaintiff has tendered a compilation of documents to which is annexed an undertaking dated 5th June, 2013 from defendant no.2 acknowledging that an amount of USD 322,540.28/- is payable to plaintiff. The compilation of documents is taken on record and marked **Exhibit P-1 (Colly.)**. Interest payable has increased and hence the suit claim amount is USD 382,685.47/-. Plaintiff has filed an affidavit of service of one Sanjay S. Jadhav affirmed on 5th June, 2017 stating that writ of summons has been served upon defendants and from the online tracking report it appears to have been delivered on 6th September, 2016. No written statement has been filed.

5 Therefore, having considered the documents tendered by plaintiff, the pleadings and having heard the counsel for plaintiff, I am satisfied that plaintiff is entitled to a decree in terms of prayer clause - (c) which reads as under :

(c) For an order for decree in favour of the plaintiff against the defendant no.2 in the sum of USD 382,685.47/- (Unites States Dollars Three Hundred Eighty Two Thousand Six Hundred Eighty Five and Forty Seven Cents only) and further interest at the rate of 1% p.m. from 24th May, 2016, till payment and/or realisation.

The further interest from 24th May, 2016 will be on USD 208,424.65/-.

6 Suit accordingly stands disposed.

(K.R. SHRIRAM, J.)