

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ADMIRALTY SUIT NO.792 OF 2017

National Bank of Greece SA. ...Plaintiff

V/S.

M.V. Theoxenia (IMO No.9142980) ...Defendant

WITH
ADMIRALTY SUIT NO.29 OF 2017

Granada Energy General Trading LLC ...Plaintiff

V/S.

M.V. Theoxenia (IMO No.9142980) ...Defendant

WITH
ADMIRALTY SUIT NO.40 OF 2017

Monjasa A/s. ...Plaintiff

V/S.

M.V. Theoxenia (IMO No.9142980) ...Defendant

Mr. Raul Narichania, Senior Advocate a/w. Mr. Anuj Dhowan
i/b. Bose and Mitra and Company for Plaintiff in
COMAS/792/2017.

Ms. Shweta Sadanandan i/b. Mr. Ashwin Shanker for Plaintiff
in ADMS/29/2017.

Mr. Prasad Shenoy i/b. Crawford Bayley and Company for
Plaintiff in ADMS/40/2017.

CORAM : B. P. COLABAWALLA, J.
DATED : 17th SEPTEMBER, 2019.

P.C.

1. In all the above three matters, an Order was passed
by this Court on 06.09.2019, wherein it was recorded that

notice was given in Free Press Journal and Navshakti and the 14 days period after the notice was given had expired. Despite this, no claim has been received from anybody. It was also recorded that the 90 days notice as per the Admiralty Rules of the Original Side of this Court had expired long time ago and Prothonotary and Senior Master, High Court, Bombay had also issued a certificate stating that no claims have been received. It was further recorded that the Constituted Attorney of the Plaintiff in Admiralty Suit No.29 of 2017 (Granada Energy General Trading LLC) was not very familiar with English, and therefore, he had to be produced before the Chief Translator and Interpreter who would explain the contents of the consent terms to him. It is in these circumstances, that the matter was stood over to today.

2. Today it has been brought to my attention that the consent terms have been interpreted to the Constituted Attorney of Granada Energy on 11.09.2019. The said endorsement can be found on page 8 of the consent terms. There is also an addendum which is a separate document handed over by the learned counsel for the parties. All the

Constituted Attornies of the three Plaintiff, in the above suits are present in Court. They have stated that they have signed the consent terms as well as the addendum after understanding the contents thereof and of their own free will.

3. The consent terms have also been signed by the respective advocates who have identified the signatures of their respective clients.

4. In these circumstances, their consent terms dated 20.08.2019 and which contains the endorsement of the interpreter on page 8, are taken on record and marked “X” for identification. Similarly, the addendum dated 11.09.2019 is taken on record and marked “X-1” for identification. All the above three suits are disposed of in terms of the consent terms dated 20.08.2019 read with the addendum dated 11.09.2019. No order as to costs. Refund of court fees, if any, as per rules.

(B. P. COLABAWALLA, J.)