A.No.1346 of 2020
in
C.S.No.148 of 2020

M.S.RAMESH,J.

Today, the matter is taken up through Video Conferencing.

2. The suit is for declaration, to declare that the scheduled mentioned goods belong to the plaintiff and for a mandatory injunction for handing over of original Ocean Bills of Lading (OBL) to the plaintiff by the first defendant along with reliefs of consequential permanent injunction.

3. The plaintiff, who is a trading company, had entered into a Sales Contract on 04.02.2020 with M/s.Hainan Yisheng Petrochemical Co. Ltd., of China for a total value of USD 437,250. The goods involved in the sale transaction were packed into 12 containers loaded on the third defendant's Carrier's Vessel on 20.02.2020 and 26.02.2020. The 4 OBLs reflect the name of the plaintiff as the Shipper of the goods.

4. The declaration dated 25.03.2020 of selling of the goods has been produced before this Court, which evidences that the seller had received 100% payment of the goods from the plaintiff, under the aforesaid 4 OBLs.

5. Apparently, the plaintiff is the owner of the said goods and they claim to have agreed to pay the freight charges to the first defendant at the rate of USD 365 per container, totaling USD 4380. The e-mail communications produced before this Court evidences that the second defendant was demanding an amount of USD 147,000, though the entire sale amount was already settled to the seller and the freight charges was also agreed at a total sum of USD 4380.

6. The learned Senior Counsel appearing on behalf of the applicant/ plaintiff would submit that the demand of the second defendant is owing to a dispute between the first and second defendants and as such, the plaintiff has absolutely no liability to accede with the request of the second defendant.

7. On a *prima facie* view, on perusal of the affidavit filed in support of the application as well as the documents, which evidences that the plaintiff has become the absolute owner of the goods covered under 4 OBLs and also the fact that the freight charges have been agreed to be payable on a sum of USD 4380, the demand of USD 147,000 may not be justifiable and therefore, withholding of the original OBLs may amount to a breach of contract. All these aspects require further deliberations.

8. However, in view of the *prima facie* case made out, there shall be an interim direction directing the third respondent and its agents at Chennai, Tuticorin and Cochin Ports to transfer the said Goods covered under the Ocean Bills of Lading Nos.030A501777, 030A501774, 030A502070, 025A513190 to a customs bonded warehouse in the port location, on condition that the plaintiff deposits the freight charges for a sum equivalent to USD 4380, before any nationalised bank.

9. Notice to the respondents/defendants, returnable by 19.06.2020. Private notice through e-mail is also permitted.

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10. Post the matter on 19.06.2020.

05.06.2020

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