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A.No.2106 of 2022 in
C.S DR.No.54867 of 2022

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KRISHNAN RAMASAMY, J.

This application is filed by the applicants / plaintiffs to grant leave to sue the respondents / defendants 2 to 11 .

2. According to the applicants / plaintiffs, the 2nd plaintiff received an order from Berlin Pharmaceutical Industry Co., Ltd., of Bangkok, Thailand for supply of Amoxicillin and Potassium Clavulanate 1,000 mg, accordingly, the 2nd plaintiff agreed to sell the same to Berlin Pharmaceutical Industry Co., Ltd., vide Invoice No.RV1021000027 dated 01.04.2021. The 2nd respondent / 2nd defendant entrusted the cosignment to the 4th and 5th respondents / 4th and 5th defendants and the said defendants, in turn, entrusted the consignment to the 6th and 7th defendants at Chennai for carriage to Bangkok via 1st defendant Vessel. The 7th defendant for and on behalf of the 6th defendant issued a clean master seaway Bill No.ONEYMAAB16483900 dated 21.04.2021 at Chennai showing the 5th defendant, as Shipper and 5th defendant's Bangkok Office, as the consignee.



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3. It is the further case of the plaintiffs that consignment was stowed into a container, which in turn was loaded on board, the 1st defendant vessel, on or about 16.04.2021 at Chennai Port only. The said container was then unloaded from the 1st defendant vessel at the transshipment port at Singapore. The said container was then loaded on board of the 8th defendant vessel, which departed at Singapore at 21.20 hours on 06.05.2021 bound for Bangkok Thailand, Enroute, the 8th defendant Vessel was involved in a collision with the 10th defendant. As a result of the collision of the said container containing the said consignment fell overboard from the 8th defendant Vessel. It was subsequently salvaged from the sea and stowed at the salvor's yard pending survey arrangements. Therefore, the 2nd plaintiff made a claim against the 1st defendant.

4. Since the 2nd plaintiff entrusted the entire consignment of goods in good order and sound condition in a properly and securely packed condition to the 4th and 5th defendants for carriage, discharge and delivery from Chennai, India to Bangkok, Thailand and when the 5th defendant for and on behalf of the 4th defendant issued a clean House Seaway Bill



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dated 16.04.2021 at Chennai, thereby agreeing and undertaking to load, carry, stow, keep, care for, discharge and deliver the said consignment via the 1st defendant vessel to the owner and holder of the said Seaway bill from Chennai Port to the Port of Bangkok Thailand, this Court is of the considered view that the substantial cause of action arose within the jurisdiction of this Court where the House Seaway bill and Master Seaway bill were issued, where the consignment was loaded on the 1st defendant's vessel at Chennai Port and where the voyage commenced. Therefore, this Court is of the view that it would be appropriate to grant leave to sue the defendants 2 to 11.

Accordingly, this application is allowed.

07.06.2022

ssd



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