

Sharayu Khot.

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

COMMERCIAL ADMIRALTY SUIT NO. 60 OF 2019

WITH

INTERIM APPLICATION NO. 430 OF 2024

Lavar Shipping Company Limited

...Plaintiff

Versus

M.V. Wilchief 1 (IMO No. 8304799)

...Defendant

Sanjana Muttoth i/by Rex Legalis for the Plaintiff.

Arun Nile for the Defendant.

Dilip Manohar Sawant, Authorised Signatory of the Defendant.

CORAM : R.I. CHAGLA J

DATE : 10 April 2024

ORDER :

1. The Plaintiff and the Defendant have arrived at a settlement in the above Commercial Admiralty Suit No. 60 of 2019. The Consent Terms dated 28th February 2024 are tendered and taken on record and marked 'X' for identification. The Consent Terms have been signed by the Plaintiff through its Director and by the Defendant through its Authorised Signatory.

SHARAYU
PANDURANG
KHOT

Digitally signed
by SHARAYU
PANDURANG
KHOT
Date:
2024.04.12
17:42:54
+0530

2. Resolution passed in the Minutes of the Meeting of the Board of Directors of IGOPL Offshore Private Limited authorising the signatory to the Consent Terms to execute the Consent Terms is appended to the Consent Terms.

3. Mr. Dilip Manohar Sawant, Authorised Signatory of the Defendant is present in Court.

4. I am satisfied that the Consent Terms are in order, not contrary to law and have been drawn by the parties of their own volition in reflection of their true intentions.

5. The undertakings, if any, in the Consent Terms being accepted as undertakings to the Court.

6. In Clause 2 of the Consent Terms, it is mentioned that the above Commercial Admiralty Suit had come up for hearing and pursuant to the Application made for arrest of the Defendant Vessel, the Defendant Vessel was arrested by order dated 24th July 2019. Subsequently, Defendant had deposited a security sum of EUR 18785/- equivalent to Rs. 14,99,600/- with the Prothonotary &

Senior Master of this Court which as of date remains to the faith and credit of the captioned Suit.

7. It is stated in the Consent Terms that the Defendant addressed an email dated 24th January 2024, wherein it proposed to amicably settle the captioned matter, subject to the Plaintiff withdrawing the entire security amount that was deposited with the Prothonotary & Senior Master as per order dated 18th October 2019. The Plaintiff has accepted the offer for settlement vide email dated 31st January 2024.

8. Parties have accordingly agreed in Clause 5 to the Consent Terms that the entire security amount will be remitted directly by the Prothonotary & Senior Master to the Plaintiff's bank account which comprises of entire security sum of EUR 18785/- equivalent to Rs. 14,99,600/- and to be remitted to the bank account of the Plaintiff, particulars of which shall be given in Clause 5 of the Consent Terms.

9. Accordingly, the Prothonotary & Senior Master is directed to remit the aforementioned amount of EUR 18785/-

equivalent to Rs. 14,99,600/- to be deposited in the Plaintiff's bank account, the particulars of which are provided in Clause 5 of the Consent Terms.

10. The above Commercial Admiralty Suit No. 60 of 2019 stands decreed in terms of the Consent Terms.

11. Interim Applications, if any, do not survive and are accordingly disposed of.

12. Drawn up decree/ order is dispensed with unless the parties seek drawn up decree/ order, in which case they are entitled to apply.

13. A soft copy of the Consent Terms will be uploaded as the second order in the matter.

14. The Registry is to ensure that the hard copy of the signed Consent Terms is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.

15. Court fees are to be refunded in accordance with the Rules. For the purposes of Section 43 of the Maharashtra Court Fees Act and the proviso to that Section, today's date is the date of making a claim for repayment. The Prothonotary & Senior Master will issue a certificate for a refund of Court Fees computed according to the Rules. He will act on production of an authenticated copy of this order without requiring a separate application.

[R.I. CHAGLA J.]