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A. No.6206 of 2024

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in
C.S. (COMM. DIV.) No.235 of 2024

ABDUL QUDDHOSE, J.

The suit has been filed under the admiralty jurisdiction. The plaintiff claims to be a ship repairer. Pursuant to a Work Order, dated 25.10.2024 issued in his favour by the owners of the defendant Vessel, the plaintiff has done repair works for the defendant Vessel. According to the plaintiff, he has been doing the repair work only in accordance with the terms and conditions of the Work Order, dated 25.10.2024. But however, according to the plaintiff, the owners of the defendant Vessel has arbitrarily terminated the contract of the plaintiff through their e-mail, dated 22.11.2024. According to the plaintiff, the reasons given for termination are unfair and improper. The very same contract that has been awarded by the owners of the defendant Vessel to the plaintiff was earlier awarded to M/s.Aditya Marines through Work Order, dated 10.09.2024. Subsequently, the Work Order has been transferred to the plaintiff, vide Work Order, dated 25.10.2024, after adjusting a sum of Rs.20,00,000/-, which was earlier paid to M/s.Aditya Marines. According to the plaintiff, even the admitted amount of Rs.18,00,000/- has not been paid by the owners of the defendant Vessel to the plaintiff. The suit claim is for a sum of Rs.60,00,000/-.



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The invoice raised by the plaintiff towards the said claim on the owners of the defendant Vessel has also been filed as Document No.16, which is dated 20.11.2024. A legal notice has also been issued by the learned counsel for the plaintiff to the owners of the defendant's Vessel on 22.11.2024. According to the plaintiff despite the same, the owners of the defendant Vessel did not come forward to settle the dues of the plaintiff but instead has arbitrarily terminated the contract.

2. The learned Senior Counsel appearing for the plaintiff drew the attention of this Court to the various documents filed along with the plaint including the Work Order, dated 25.10.2024 issued in favour of the plaintiff, the Invoice, dated 20.11.2024 raised by the plaintiff on the owners of the defendant Vessel, the legal notice issued by the plaintiff through its counsel to the owners of the defendant Vessel. It is also averred in the plaint as well as in the affidavit filed in support of this application that there is every likelihood that the owners of the defendant Vessel may engage another contractor and complete the repair works and sail away the defendant Vessel from Yanam Jetty Port, where the Vessel is presently lying. Since the Yanam Port falls within the jurisdiction of this Court, this Court can exercise admiralty jurisdiction over the said Port.

3. This Court after giving due consideration to the averments contained



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in the plaint and the affidavit filed in support of this application as well as the documents filed along with the plaint is of the considered view that a prime facie case has been made out by the plaintiff for grant of arrest of the defendant Vessel. The balance of convenience and irreparable hardship has also been established by the plaintiff. Accordingly, there shall be an order of arrest of the defendant Vessel M.V. SANGHI III – TBN M.V. BHASKAR 1 IMO No.9091076 now lying at Yanam Jetty, as prayed for in A. No.6206 of 2024.

4. Notice to the respondent, returnable by 21.12.2024. Private notice is also permitted.

5. Registry shall issue the warrant of arrest as per the admiralty rules.

27.11.2024

Note : Issue order copy on 28.11.2024.

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