

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
COMMERCIAL APPELLATE DIVISION
ORIGINAL SIDE

AD-COM/4/2024 WITH AS/3/1996
TATA STEEL LIMITED

-VS-

THE OWNERS AND PARTIES INTERESETED IN THE OCEAN VESSEL ESPERANZA III

OCO/2/2025
THE TINPLATE COMPANY OF INDIA LTD

-VS-

THE O/P INTERESETED IN OCEAN VESSEL ESPERANZA III(SANDHEAD)

BEFORE:

The Hon'ble JUSTICE RAJASEKHAR MANTHA

And

The Hon'ble JUSTICE AJAY KUMAR GUPTA

Date: May 7, 2025.

Mr. R. Banerji, Sr. Adv.; Mr. D.K. Sarkar, Adv.; Mr. J. Ghorai, Adv.; Mr. D. Ghorai, Adv.;
Mr. S. Sen, Adv., appear.
Mr. V.K. Ramabhadram, Sr. Adv.; Mr. K. Thakker, Sr. Adv.; Mr. S. Prasad, Adv.; Mr. N.
Banerjee, Adv., appear.

1. The Court: The matter was mentioned yesterday and certain corrections in the judgment April 29, 2025 were indicated by counsel for the respondent-decree holder.
2. On the question of payment by the appellant to the respondent-decree holder, the parties were directed to obtain instructions.
3. The parties have come up with the instructions today and the following order is passed in replacement of yesterday's order.
4. The name of "Mr. V.K. Ramavardhan", Senior Advocate, for the respondent, shall stand corrected to read as "Mr. V.K. Ramabhadram".

5. In the first line of paragraph 20, at page 8 of the said Judgment, the date 24th June, 2024 shall stand corrected to read as 24th June, 2004.
6. In the third line of 29th paragraph at page 10 of the Judgment, the name “Dilip Krtishna Chatterjee” shall stand corrected to read “Dilip Kumar Chatterjee”.
7. In the second line of paragraph 30 at page 11 of the Judgment, the date “15th June, 2024” shall stand corrected to read “15th January, 2024”.
8. At the second line of paragraph 35 in page 12 of the Judgment, the date “15th June, 2024” shall stand corrected to read “15th January, 2024”.
9. At the second line of paragraph 35 in page 12 of the Judgment, the name of “Mr. Ramavardhan” shall stand corrected to read “Mr. Ramabhadram”.
10. Mr. D.K. Sarkar, learned counsel appearing for the appellant, submits that in lieu of invocation of the bank guarantee by the Registrar at the instance of the respondent, mentioned at paragraph 74 in page 26 of the Judgment, the appellant is permitted to put in Rs.68 lakhs in the form of a demand draft with the Registrar, Original Side, by tomorrow, i.e. 8th May, 2025.
11. In view of the aforesaid submissions, paragraph 74 of the said Judgment dated April 29, 2025 shall stand deleted.
12. The Registrar, Original Side, upon receipt of the demand draft for the sum of Rs.68 lakhs, shall encash the same and transmit the same to M/s. Cargo-Levant Schiffahrtsgesellschaft mbh, Bremen to its bank account with M/s. Deutsche Bank, Account No.2106292, SWIFT/BIC DEUTDEHB, IBAN No.DE27 2907 0050 0210 6292 00.

13. For the balance portion of the decreed amount in the Judgment dated April 29, 2025, the respondent-decree holder shall be entitled to put the decree into execution.
14. The Registrar, Original Side, upon payment of Rs.68 lakhs by way of demand draft and encashment thereof and payment to M/s. Cargo-Levant Schiffahrtsgesellschaft mbh, Bremen, the bank guarantee submitted and renewed by the appellant from time to time for the sum of Rs.68 lakhs shall automatically stand discharged and be returned in its original form to the appellant.
15. Parties shall act on server copy of this order on the usual undertakings.

(RAJASEKHAR MANTHA, J.)

(AJAY KUMAR GUPTA, J.)

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