

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ADMIRALTY AND VICE ADMIRALTY JURISDICTION  
IN ITS COMMERCIAL DIVISION**

**COMMERCIAL ADMIRALTY SUIT NO. 31 OF 2025**

|                                             |                     |
|---------------------------------------------|---------------------|
| <b>Taranjot Resources Pvt. Ltd.</b>         | <b>...Plaintiff</b> |
| <b>V/s.</b>                                 |                     |
| <b>M.V. Vishva Chetna (IMO No. 9603893)</b> | <b>...Defendant</b> |

Mr. Kunal Naik i/b Ashwin Shanker Advocate for the Plaintiff  
Mr. Ruchir Goenka i/b Bose & Mitra & Co. Advocate for the Defendant

|              |          |                                      |
|--------------|----------|--------------------------------------|
| <b>CORAM</b> | <b>:</b> | <b>ABHAY AHUJA, J.</b>               |
| <b>DATE</b>  | <b>:</b> | <b>19<sup>th</sup> DECEMBER 2025</b> |

**PC. :**

1. This matter has been circulated and listed on the supplementary board today seeking withdrawal of the Suit.
  
2. When the matter is called out, Mr. Naik, learned Counsel appearing for the Plaintiff and Mr. Goenka, learned Counsel appearing for the registered owner of the Defendant Vessel, Shipping Corporation of India Ltd (the “SCI”) tender across the bar Consent Terms dated 02<sup>nd</sup> December 2025 submitting that the dispute between the Plaintiff and Defendant has been resolved in terms of the said Consent Terms, which the learned Counsel submit have been signed by the authorized signatories of the Plaintiff and the Defendant as well as their respective Advocates.

3. The said Consent Terms are taken on record and marked 'X' for the purpose of identification. The undertakings in the Consent Terms are accepted as undertakings to the Court. The Registry to ensure that the hard copy of signed Consent Terms is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.

4. Mr. Naik submits that in terms of paragraph 7 of the said Consent Terms, the Bank Guarantee furnished by the registered owner of the Defendant Vessel bearing no. 0479125BG0B00211, dated 24<sup>th</sup> July 2025 for a sum of INR 1,52,56,927 issued by State Bank of India furnished to the Learned Prothonotary and Senior Master, of this Court being security in compliance with the orders of this Court be returned to the SCI and seeks leave of this Court to withdraw the Commercial Suit No. 31 of 2025.

5. Having heard the learned Counsel and having perused the Consent Terms taken on record today, this Court directs that the Bank Guarantee bearing no. 0479125BG0B00211, dated 24<sup>th</sup> July 2025 for a sum of INR 1,52,56,927 issued by State Bank of India be returned to SCI in accordance with the Consent Terms.

6. The Sheriff's poundage and any other costs shall be borne by the Plaintiff.

7. Commercial Admiralty Suit No. 31 of 2025 is allowed to be withdrawn and is disposed as such.

8. Refund of Court fees as per Rules. For the purpose of Section 43 of the Maharashtra Court Fees Act, 1959 and the proviso to that Section, today's date is the date for making a claim for repayment. The Prothonotary & Senior Master will issue a certificate for refund of Court fees computed according to the Rules and act on production of an authenticated copy of this order without requiring a separate application.

9. All concerned including Sheriff of Mumbai, Prothonotary and Senior Master, Bombay High Court and the other authorities to act on copy of this order duly authenticated by the Associate of this Court.

Digitally  
signed by  
NIKITA  
YOGESH  
GADGIL  
Date:  
2025.12.19  
16:38:59  
+0530

**(ABHAY AHUJA, J.)**