IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ADMIRALTY AND VICE ADMIRALTY JURISDICTION
INTERIM APPLICATION NO 1663 OF 2025
IN
COMMERCIAL ADMIRALTY SUIT 8 OF 2025

Integr8 Fuels Inc. … Applicant
In the matter between:
Intergr8 Fuels Inc …Plaintiff
Versus
Madhwa and Anr …Defendants

Mr. Prathamesh Kamat a/w Mr. Kayush Zaiwalla and Mr. Parth Mestry i/b Harsh Pratap for Applicant/Plaintiff.

None for the Defendant

CORAM : ABHAY AHUJA, J.
DATE : 07th NOVEMBER 2025

ORDER. :-

1. The above Interim Application has been filed by the Applicant/Plaintiff seeking summary judgment in favour of the Plaintiff against the Defendants for the sum of USD 257,003.00 with further interest on the said sum of USD 257,003.00 at the rate of 2% per month compounded monthly from 24th January 2015, till the date of decree and further interest at the said rate from the date of the decree till payment and/or realization as per the particulars of claim at Exhibit L to the plaint.

2. Mr. Prathamesh Kamat, learned Counsel appearing for the Applicant submits, that the Applicant/Plaintiff is a company

incorporated under the laws of Marshall Islands and carries on business *inter alia* of trading and supply of bunkers to vessels worldwide and the Plaintiff has filed this Suit seeking recovery of its outstanding invoices for bunkers supplied and delivered to several vessels on the instructions and orders of Defendant No.2 as charterers of the said vessels and/or acting for and/or on behalf of the said vessels/ their owners/managers/charters/operators at various ports worldwide including at ports in India.

3. It is noted that the Defendant Vessel was arrested pursuant to order dated 27th January, 2015 and on 10th January 2020 this Court has confirmed the sale of the Vessel.

4. Mr. Kamat, submits that pursuant to the sale of these Vessels, the sale proceeds have been deposited and are lying in the account of the Prothonotary & Senior Master of this Court and that the Suit has been filed against the sale proceeds of the Defendant Vessel.

5. Mr. Kamat, submits that Applicant/Plaintiff is entitled to proceed *in rem* against the sale proceeds of the Defendant Vessel to receive its outstanding dues arising out of provision of bunker supplied to

Defendant Vessel as the same constitutes a maritime claim under Section 4(1) (l) of the Admiralty (Jurisdiction & Settlement of Claims) Act, 2017 ("the Admiralty Act") read with Section 5 of the Admiralty Act.

6. Mr. Kamat has drawn this Court's attention to the Purchase Order dated 19th August 2014 at Exhibit A to the Plaint which was placed by Defendant No.2 who at the relevant time were Time Charters of Vessel M.V. Nand Krishna. The payment terms at Page 22 stipulate that 100% payment shall be released within 60 days from the date of supply. Mr. Kamat has also taken this Court through the Bunker Delivery Notes dated 23rd August 2014 which are in line with the request as per the Purchase Order dated 19th August 2014 and the Invoice bearing no. IF13296 annexed at Page 26 to the Plaint.

7. Mr. Kamat submits that similarly, prior to supplying bunker to the Defendant Vessel, the Applicant/Plaintiff on 18th July 2014 has also supplied bunker to M.V. Nand Krishna on the instructions of Defendant No.2. Mr. Kamat has taken this Court through the Exhibit B to the Plaint wherein copies of the Bunker Delivery Note dated 16th July 2014 and Invoice bearing No. IF12364 dated 29th July 2014 are annexed.

8. Mr. Kamat submits that the deliveries made by the Plaintiff are also acknowledged by the vessel's Chief Engineer who has endorsed the vessel's stamp and signed the bunker delivery notes annexed to the Plaint.

9. Mr. Kamat submits that the Defendant has admitted its liability and draws attention of this Court to an email dated 29th August 2014 annexed at Exhibit F to the plaint, wherein the Defendant has mentioned releasing payment of USD 100,000 on 26th August 2014 and has mentioned that the Defendant is trying its best to release the outstanding but due to scarcity of cash inflow the same couldn't be released timely, and promised to clear the outstanding as and when they receive funds from projects.

10. Mr. Kamat, has also taken this Court through the correspondence between the Plaintiff and Defendant from pages 37 to 41 of the plaint, wherein the Plaintiff by its email dated 05th September 2014 replied to the aforesaid email of the Defendant, stating that as the invoices of the Plaintiff remained outstanding, and that the Plaintiff could proceed to take steps to protect its interests by taking action against the assets of

the Defendant and that the legal costs incurred in doing so would also be recovered in addition to the principal sums and interest due, and the same could only be avoided if the outstanding invoices set out by the Plaintiff were immediately settled.

11. Mr. Kamat submits that the Defendant has only made part payment of USD 78,000 as mentioned by the Defendant in its email dated 13th November 2014 annexed at Exhibit H to the Plaint and that no further payments have been made by the Defendants thus far. Mr. Kamat submits that having made part payments, the Defendant admitted to its liability.

12. Drawing attention of this Court to the legal notice dated 18th December 2014 sent to the Defendant seeking payment of its outstanding dues, Mr Kamat submits that the said notice has been duly served upon the Defendant, but the Defendant has neither paid the outstanding dues nor replied to the said notice. Mr Kamat has also taken this Court through the Particulars of Claim at Exhibit L which seeks payment of an amount of USD 257,003.00 and interest at the rate of 2% per month compounded monthly from the date of filing of the Suit till payment/realization.

13. Mr. Kamat submits that the Applicant is entitled to interest as claimed as the Purchase Order states that 100% payment shall be released within 60 days from the date of supply and as the Plaintiff has not received the dues within the stipulated period the interest on overdue balance will be payable as per the terms of the invoice which stipulates that the balance payable will be at the rate of 2% per month, compounded monthly.

14. As can be seen the claim of the Applicant is maritime claim under Section 4(1)(l) of the Admiralty Act and the suit is proceeding *in rem* against the sale proceeds of the Defendant Vessel.

15. This Court has in the case of ***Board of Trustees of Port of Mumbai/Raj Shipping Agencies vs. Barge Madhwa and Another with connected matters***[1] followed by a series of decisions of this Court in the case of ***Nagarajan Malealattane and Others v. The Sale Proceeds of M V Brahmaputra Dolphin (IMO No. 7608916)***[2]***, Anand Prakash Gupta and Others v. Sale Proceeds of Uma Prem***[3] ***and Others and Angre Port***

1 2020 SCC Online Bom 651

2 Interim Application (Lodging) No. 2378 of 2024 in Commercial Admiralty Suit No. 10 of 2023 decided on 2nd May 2024

3 MANU/MH/1135/2020

Private Limited v. Sale Proceeds of GP Asphalt[4], has held that for an action against the sale proceeds, it is not obligatory for a person having a maritime claim against the vessel to proceed against the owner and manager of the vessel and that the said action against the sale proceeds can be proceeded with as an action *in rem*.

16. Based on the aforesaid decisions, I am of the view that the Applicant/Plaintiff is entitled to proceed *in rem* against the sale proceeds of the Vessel for enforcement of its claims.

17. The Plaintiff's confirmation email dated 20th August 2014, the Bunker Delivery Notes dated 23rd August 2014 and 16th July 2014 and the Invoice No. IF13296 dated 09th September 2014 and Invoice No. IF12364 dated 29th July 2014 all corroborate the Plaintiff's claim that supplies were acknowledged by the Vessel's Chief Engineer who has endorsed the vessel's stamp and signed the bunker delivery notes. The correspondence between the parties also proves that the Defendant has not disputed the invoices and without any demur the Defendant has admitted to its liability and also made part payment.

4 Interim Application No.1992 of 2022 in Commercial Admiralty Suit No.29 of 2021 decided on 29th November 2022.

18. Having perused the Interim Application for summary judgment and also the documents which are annexed to the plaint, more particularly the invoices, the bunker delivery notes and the email correspondence between the Applicant/Plaintiff and Defendant which also contains admission and also having heard the learned Counsel for the Applicant/Plaintiff, I am satisfied that that there is a maritime claim of the Applicant against the Defendant and that the Applicant/Plaintiff is entitled to summary judgment under Order XIII-A of the Code of Civil Procedure, 1908 (CPC). There is no objection raised to the claim of the Applicant/Plaintiff and the correspondence between the parties evidences that the Defendant has admitted its liability and the claim of the Applicant has not been disputed.

19. I am also satisfied that there is no real prospect of any one successfully defending the claim and there is no compelling reason why the claim made by the Applicant should not be allowed before recording of oral evidence.

20. I am also satisfied that the Plaintiff is entitled to levy interest @ 2% per month, compounded monthly as per the terms of the Purchase Order and the Invoices.

21. Accordingly, the Interim Application is allowed in terms of prayer clauses (a) and (b) which reads as under:

> *"a. Pass necessary orders and directions thereby issuing the Summary Judgment in the Suit in terms of Order XIII-A of the Code of Civil Procedure, 1908 (as amended by the Commercial Courts Act, 2015;*
> *b. For an Order and decree against the sale proceeds of the Respondent No.1/Defendant No.1 vessel Madhwa and Respondent No.2/Defendant No.2 as the owners of the Respondent No.1/Defendant No.1 vessel, jointly and severally in the sum of USD 257,003.00 (United States Dollars Two Hundred Fifty Seven Thousand Three Dollars and Zero Cents Only) till 23rd January 2015 together with further interest on the said sum of USD 257,003.00 (United State Dollars Two Hundred Fifty Seven Thousand Three Dollars and Zero Cents Only only) at the rate of 2% per month compounded monthly from 24 January 2015 till the date of decree and further interest at the said rate from the date of the decree till payment and/or realization."*

22. Accordingly let there be a decree and order in favour of the Plaintiff/Applicant against the sale proceeds of the Defendant-vessel for a sum of USD 257,003.00 (United States Dollars Two Hundred Fifty Seven Thousand Three Dollars and Zero Cents Only) till 23rd January 2015 together with further interest on the said sum of USD 257,003.00 (United State Dollars Two Hundred Fifty Seven Thousand Three Dollars and Zero Cents Only only) at the rate of 2% per month compounded monthly from 24 January 2015

till the date of decree and further interest at the said rate from the date of the decree till payment and/or realization as per the Particulars of Claim which is at Exhibit L.

23. The Interim Application accordingly stands allowed and disposed as above. The Suit is decreed but kept pending for determination of priorities and for pay out, for which the Applicant/Plaintiff may take out an application at an appropriate stage.

(ABHAY AHUJA, J.)