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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **O.M.P.(I) (COMM.) 425/2024**

GLOBAL TRADING AND SHIPPING WLLPetitioner

Through: Mr. Balaji Harish Iyer, Mr. Utkarsh Joshi, Ms. Isha Sawant and Mr. Ashwin Shankar, Advs.

versus

RASHTRIYA ISPAT NIGAM LTD AND ANRRespondents

Through: Mr. Brijender Chahar, ASG with Mr. Ankit Chaturvedi, Ms. Eccha Shukla, and Ms. Souravi Das, Advs.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

ORDER

% 29.01.2025

1. In pursuance to the earlier observations made by this Court, the respondents without prejudice have placed on record an affidavit dated 22.01.2025, which reads as under:-

"I, Dr. K.S. Ramanjaneyulu, S/o Shri K. Venkata Swamy (Late), aged about 55 years, working as Deputy General Manager (MM) and is an Authorized Signatory of Respondent No. 1 company having registered office at Vishakhapatnam Steel Plant, Administrative Building, Vishakhapatnam- 530031, India, the above-named deponent, do hereby solemnly affirm and declare as under: -

- 1. I say that I am the Authorized Representative of the Respondent No. 1 above-named and am competent to depose*
- 2. I say that I am sufficiently conversant with the facts of the present case and have also examined all relevant documents and records in relation thereto on the basis of the records being maintained by the Respondent No. 1 in the regular course of its business.*
- 3. I say that this Hon'ble Court vide its Order dated 09.01.2025 directed the Respondent No. 1 to place on record their affidavit in respect to the*



directions given by this Hon'ble Court vide its Order dated 24.12.2024.

4. I say that the present Petition is not maintainable for the reasons set out in the Counter Affidavit filed by me on behalf of the Respondent No. 1. Accordingly, in view of the above, no interim reliefs ought to be granted to the Petitioner.

5. However, without prejudice to the aforesaid, the Respondent No. 1 proposes to make payment of the 90% Freight Charges as per agreement between the Respondent No. 1 and the Petitioner in three-four weekly installments beginning from the 1st week of April, 2025.

6. It is submitted that the Balance 10% Freight charges and the Demurrage is yet to be finalized between the Parties and the same shall be attempted to be cleared in April, 2025 along with the other payment.

7. The Respondent No.1 denies the arbitration cost, legal and DIAC charges, as claimed by the Petitioner, being arbitrary and baseless."

2. As per the affidavit, it is seen that respondent No.1 proposes to make payment of 90% freight charges as per the agreement between respondent No.1 and the petitioner in 3-4 weekly installments beginning from the first week of April, 2025.

3. It is also seen that Paragraph No.6 of the said affidavit indicates that balance 10% freight charges and the demurrages will have to be finalized between the parties and the same shall be attempted to be cleared in April, 2025, along with other payments.

4. The aforesaid stand taken by the respondents seems to be reasonable and accordingly, at this stage, the Court directs the respondents to adhere to the contents of the affidavit and to make the payment of 90% freight charges as per agreement in four weekly installments.

5. Let the first weekly installment to commence from the first week of April, 2025.

6. Let the balance 10% freight charges and the demurrage be finalized between the parties within four weeks from today.

7. Let the finalized amount be cleared in April, 2025 along with other



payments.

8. In view of the aforesaid arrangements, at this stage, the instant petition stands disposed of.

9. Needless to state, if any of the parties have any further grievance, they shall be at liberty to take recourse in accordance with law.

PURUSHAINDR KUMAR KAURAV, J
JANUARY 29, 2025/P/MJO

Click here to check corrigendum, if any