

**IN THE HIGH COURT OF KERALA AT ERNAKULAM  
PRESENT  
THE HONOURABLE MR. JUSTICE M.A.ABDUL HAKHIM**

Thursday, the 25<sup>th</sup> day of September 2025 / 3rd Aswina, 1947

IA.NO.1/2025 IN ADML.S. NO. 12 OF 2025 J

**APPLICANTS/PLAINTIFF:-**

STATE OF KERALA, REPRESENTED BY ITS SPECIAL SECRETARY, ENVIRONMENT  
DEPARTMENT, GOVERNMENT SECRETARIAT, THIRUVANANTHAPURAM, KERALA, PIN  
- 695001, KERALA.

**RESPONDENTS/DEFENDANTS:-**

1. M V MSC AKITETA II (IMO NO. 9220847) (AND HER OWNERS AND ALL OTHER PERSONS CONCERNED AND ALL OTHER PERSONS CONCERNED AND/OR INTERESTED IN HER) A VESSEL REGISTERED IN LIBERIA, TOGETHER WITH HER HULL, TACKLE, ENGINES, GEARS, PLANT, MACHINERY, ARTICLES, THINGS, APPAREL, EQUIPMENT, PARAPHERNALIA, AND ALL OTHER APPURTENANCES, PRESENTLY AT THE PORT AND HARBOUR OF ADANI PORT, WITHIN THE TERRITORIAL WATERS OF INDIA AND WITHIN THE ADMIRALTY JURISDICTION OF THIS HON'BLE COURT.
2. MEDITERRANEAN SHIPPING CO. S.A (MSC), REPRESENTED AS OWNER/DEMISE CHARTERER/MANAGER AND OPERATOR OF THE VESSEL, MSC ELSA 3, HAVING ITS OFFICE ADDRESS AT SA CHEMIN RIEU, 12-14, 1208, GENEVA, SWITZERLAND.
3. MEDITERRANEAN SHIPPING COMPANY, THROUGH ITS AUTHORIZED NODAL OFFICER, MR. JACOB GEORGE, MSC HOUSE, ANDHERI – KURLA ROAD, ANDHERI EAST, MUMBAI, MAHARASHTRA, PIN - 400059, INDIA.
4. MSC AGENCY INDIA PRIVATE LIMITED, 146, PALAYAMKOTTAI ROAD, 1ST FLOOR, MANICKAM TOWER, TUTICORIN, PIN - 628003, INDIA.
5. ADANI VIZHINJAM PORT PRIVATE LIMITED, PORT OPERATION BUILDING, MULLOOR, THIRUVANANTHAPURAM, KERALA, PIN - 695521, INDIA.

Application praying that in the circumstances stated in the affidavit filed therewith the High Court be pleased to issue a warrant of arrest of the 1st defendant Vessel M V MSC AKITETA II(IMO No.9220847) flying flag of Liberia, along with her hull, tackle, engine, machinery spares, gear, apparel, paraphernalia, furniture, etc, presently/scheduled to be within the Territorial Waters of India at the Port/Anchorage of Vizhinjam and direct the 5th defendant (Adani Vizhinjam Port PVT LTD, Port Operation Building, Mulloor, Thiruvananthapuram, Kerala-695521) to keep the vessel under safe arrest until further orders of this Hon'ble Court and also prayed that this Hon'ble Court may be pleased to communicate the order of arrest to the 5th Respondent/Defendant by e-mail/fax/phone and direct the 5th Respondent/Defendant to act upon the e-mail/fax/copy of order, in the interest of justice.

**This Application again coming on for orders upon perusing the application and the affidavit filed in support thereof, and this Court's order dated 07.07.2025,16.09.2025 and upon hearing the arguments of SRI.K.GOPALAKRISHNA KURUP, ADVOCATE GENERAL AND SMT. PARVATHY KOTTOL, GOVERNMENT PLEADER for the petitioners and of SRI.PRASANTH S. PRATHAP (SENIOR ADVOCATE) AND M/S PRANOY K.KOTTARAM,SIVARAMAN P.L, ATHUL BABU, AMITAVA MAJUMDAR, ASHUTOSH TIWARI, GOENKA RUCHIR BIKAS CHANDRA, FOR R1 TO R4, SRI.ROSHEN D.ALEXANDER, TINA ALEX THOMAS, HARIMOHAN, KOCHURANI JAMES, FOR R5, the court passed the following:**



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**CR****M.A. ABDUL HAKHIM, J**

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**Dated this the 25<sup>th</sup> September, 2025****ORDER**

1. The State of Kerala has filed the above Admiralty Suit claiming an amount of Rs.9,531 Crores from the Defendant Nos.1 & 2 with interest @ 6% per annum from the date of the suit till date of judgment and thereafter at 12% from the date of decree till realisation. The suit was filed for recovering the loss and damages pursuant to the sinking of the vessel MSC ELSA 3 and resultant pollution thereof.
2. The Plaintiff has based its claim under Section 4(1)(u) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 (*hereinafter referred to as 'the Admiralty*

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Act'). Section 4(1)(u) is extracted hereunder for easy reference.

***“4. Maritime Claim-*** (1) *The High Court may exercise jurisdiction to hear and determine any question on a maritime claim, against any vessel, arising out of any--*

XX XX XX

*(u) damage or threat of damage caused by the vessel to the environment, coastline or related interests; measures taken to prevent, minimise, or remove such damage; compensation for such damage; costs of reasonable measures for the restoration of the environment actually undertaken or to be undertaken; loss incurred or likely to be incurred by third parties in connection with such damage; or any other damage, costs, or loss of a similar nature to those identified in this clause;”*

3. The Complaint Claim of Rs.9,531 Crores consists of claims under three heads - (1) Rs.8,626.12 Crores is claimed towards the compensation for the damage caused by the sunken vessel to the environment, coastline or related

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interests of the State; (2) Rs.378.48 Crores is claimed towards cost of the measures taken to prevent, minimise or remove the damage to the environment, coastline or related interests in the State and cost of the measures for restoration of environment; and (3) Rs.526.51 Crores is claimed towards the economic loss caused to the fishermen of the State of Kerala, pursuant to the damage by the sunken vessel.

4. Out of the claim under the first head, Rs.8,554.39 Crores (USD 1 Billion) is claimed as compensation for the oil pollution damage caused by the sunken vessel. Rs.71.73 Crores is claimed towards compensation for the pollution caused by the cargo in the sunken ship, alleging that the cargo contains hazardous chemicals, plastic waste and other pollutants. The environmental compensation caused by the said items of cargo is computed in accordance with the Central Pollution Control Board guidelines. Out of the said Rs.71.73 Crore, Rs.30.09 Crores is claimed towards

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compensation for the pollution caused by plastic waste, Rs.30.42 Crores is claimed towards compensation for the pollution caused by hazardous chemicals and Rs.11.22 Crores is claimed towards compensation for the pollution caused by other pollutants.

5. Out of the claim under the second head, Rs.1.38 Crores is claimed towards the cost incurred by the Kerala State Pollution Control Board for preparing emergency shore line clean-up, formation of a Rapid Response Team, Water Quality Monitoring, etc., pursuant to the shipping casualty, Rs.18 Crores is claimed towards estimated cost for future preventive measures by the Kerala State Pollution Control Board, Rs.45 lakhs is claimed towards the cost incurred by the Department of Fisheries for studies by the Centre for Aquatic Resource Management and Conservation, Kerala University of Fisheries and Ocean Studies for a period of three months, Rs.152.1 Crores is claimed towards the remediation cost for hazardous chemical pollution,

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Rs.150.45 Crores is claimed towards remediation cost for plastic pollution and Rs.56.1 Crores is claimed towards remediation cost for other pollutants. It is alleged that the Kerala Disaster Management Authority has played an important role in minimising or removing the damage and the expenditure incurred is under process and the Plaintiff reserves the right to amend to include the said expenditure. It indicates that the plaint claim does not include the expenditure of the Kerala Disaster Management Authority. It is alleged that the plaintiff computed the remediation cost as per the Central Pollution Control Board guidelines.

6. Out of the claim under the third head, Rs.349 Crores is claimed towards economic loss to the fishermen due to market scare on fish quality, Rs.71 Crores is claimed towards the landing loss due to fishing ban in 20 Nautical Miles (NM) at Alappuzha, Rs.106.51 Crores is claimed

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towards economic loss to the fishermen due to fishing ban in 20 Nautical miles for 8 days.

7. The different claims of the Plaintiff under the aforesaid three main Heads are shown in the following Table below for easy understanding.

Sl. No.	Nature of Claim	Amount (in Crores)
1.	Compensation for oil pollution	Rs.8,554.39
2.	Compensation for cargo pollution	Rs.71.73
3.	Cost incurred by the Kerala State Pollution Control Board	Rs.1.38
4.	Estimate for future cost for preventive measures by the Kerala State Pollution Control Board	Rs.18.00
5.	Cost incurred by Department of Fisheries for studies	Rs.0.45
6.	Remediation cost for hazardous chemical pollution	Rs.152.10
7.	Remediation cost for plastic pollution	Rs.150.45
8.	Remediation cost for other pollutants.	Rs.56.10
9.	Economic loss to the fishermen due to	Rs.349.00



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	market scare on fish quality,		
10.	Landing loss due to the fishing ban in 20 NM	:	Rs.71.00
11.	Economic loss to the fishermen due to the fishing ban	:	Rs.106.51
<b>TOTAL</b>			<b>Rs.9,531.11</b>

8. This Court considered I.A.No.1/2025 seeking conditional order of arrest of the Respondent No.1/Defendant No.1 MSC AKITETA II (IMO 9220847) on the claim of the Applicant/Plaintiff that the Respondent No.1 is a sister vessel of the sunken vessel MSC ELSA 3 and passed an order of conditional arrest on 07.07.2025 against the Respondent No.1 anchored at Vizhinjam Port until the Respondent No.1 deposits the plaint amount of Rs.9,531 Crores in this Court or until security for the said amount is furnished by the Respondent No.1 to the satisfaction of this Court.

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9. Since the Respondent No.1 neither deposited Rs.9,531 Crores nor furnished security for the same, the Respondent No.1 is still continuing under arrest in Vizhinjam Port.
10. The Respondent No.2/Defendant No.2, who is arrayed as the owner of the sunken vessel and the Respondent No.1 vessel, filed Counter Affidavit dated 29.07.2025, Additional Counter Affidavit dated 31.07.2025 and Second Additional Counter Affidavit dated 19.08.2025 in I.A.No.1/2025. The Applicant filed a Rejoinder dated 07.08.2025 in I.A.No.1/2025.
11. This Court passed an ad-interim order of arrest after giving notice to the counsel for the Respondent No.1, who had filed a caveat. The said order was passed without notice to the Respondent No.2 and without considering the contentions of the respondents, as the Applicant pressed for an emergent order in the same. After completing the pleadings in I.A.No.1/2025, the Respondent No.2 pressed

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for a hearing on I.A.No.1/2025 to consider whether the order of conditional arrest is to be continued during the pendency of the suit or whether it requires any modification. Accordingly, I.A.No.1/2025 was heard by this Court. On the closing date of the arguments, the Applicant filed I.A.No.7/2025 to receive two documents. Even though the acceptance of the said documents was objected to by the Respondent No.2, the said documents were accepted into the files as per Order dated 19.09.2025.

12. From the side of the Applicant/plaintiff, Document Nos.1 to 50 are produced and from the side of the Respondent No.2/Defendant No.2, 19 documents were produced as Annexures A to S. The documents Nos.1 to 50 produced by the Applicant are marked as Exts.A1 to A50 in the same order and 19 documents produced by the Respondent No.2 as Annexures A to S are marked as

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Exts.B1 to B19 for the purpose of considering I.A.No.1/2025.

13.I heard the learned Advocate General, Sri. Gopalakrishna Kurup, instructed by learned Government Pleader, Smt. Parvathy Kottol for the Applicant and the learned Senior Counsel, Sri. Prasanth S. Pratap, instructed by Adv. Pranoy K. Kottaram for the Respondent No.2 and the learned Counsel for the Respondent No.5, Sri. Roshen D. Alexander.

14.In the light of the arguments addressed before me the following questions arise for consideration:

1. Whether the State of Kerala is competent to file the present Admiralty Suit?
2. Whether Defendant No.1 is the sister vessel of the sunken vessel MSC ELSA 3?
3. Whether the Applicant has made out a prima facie case or reasonably arguable best case with respect to the claims under various heads in the suit?

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4. Whether the Letter of Undertaking from the Protection and Insurance (P & I) Club Insurance can be accepted as the security for releasing the arrested vessel?

**Question No.1**

15. The contention of the learned Senior Counsel for the Respondent No.2 is that the sinking of the vessel MSC ELSA 3 occurred at 14.6 NM from the Kerala coast. The location is beyond the territorial waters of India and it is in the Exclusive Economic Zone (EEZ) over which the State is not having any power. The learned Senior Counsel invited my attention to Section 7(4)(d) of the Territorial Waters, Continental Shelf, Exclusive Economic Zone and Other Maritime Zones Act, 1976, to substantiate the point that the Central Government alone is having exclusive jurisdiction over EEZ. It is contended that Maritime Shipping and Navigation comes under Entry No.25 and Fishing and Fisheries beyond territorial waters comes

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under Entry No.57 in List 1 – Union List in the Seventh Schedule of the Constitution of India, and only the Central Government has jurisdiction to make legislation with respect to the said subjects. The Central Government passed the Merchant Shipping Act, 1958. The Director-General of Shipping is appointed under Section 7 of the Merchant Shipping Act, 1958, for the purpose of exercising or discharging the powers of the Central Government. Part XIA of the Merchant Shipping Act covers the prevention and containment of pollution of the sea by oil and empowers the Central Government under Section 356 J and 356K to take necessary action, including remedial measures. The Director General of Shipping has been closely monitoring the activities on the sinking of the subject vessel and has been giving necessary directions for containment of the minor pollution caused by the discharge of oil from the vessel.

16. The Division Bench of this Court in ***Prathapan T. N. v. Union of India [2025 KHC 1792]*** while considering a Public Interest Litigation with respect to the same incident, referring to the provisions under the Territorial Waters, Continental Shelf, Exclusive Economic Zone and Other Maritime Zones Act, 1976, specifically held that in the Continental shelf, the Union has the exclusive jurisdiction to preserve and protect the marine environment and to prevent and control marine pollution and that in the Exclusive Economic Zone, the Union has sovereign rights for exploration, exploitation, conservation and management of the natural resources, both living and non-living and also the exclusive jurisdiction to preserve and protect the marine environment and to prevent and control marine pollution.
17. Inviting my attention to Section 4(1)(u) of the Admiralty Act, the learned Advocate General contended that, as per subclause (u), a maritime claim may arise from damage or threat caused by the vessel to the environment. Oil from

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the sunken vessel is noticed inside the territorial waters. The sunken vessel has not been removed even now. Admittedly, it is having fuel in the bunker, engine oil and hazardous substances as cargo. It is located near the territorial waters. It has been causing an imminent threat to the territorial waters. Even if the sinking of the vessel occurred outside the territorial waters, if the sinking of the vessel has its effect inside the territorial waters or threat to the territorial waters, the State is well competent to institute suit with respect to the maritime claim arising therefrom. I find force in the submission of the learned Advocate General.

18. Learned Senior Counsel for the Respondent No.2 invited my attention to the Question put by Mexico and the answer given by the United States in the proceedings of the Main Committee for the Travaux Preparatoires of the International Convention on Arrest of Ships, 1999, as to how the threat of damage can give rise to a maritime



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claim. The United States answered that a whole series of measures may have to be taken in order to prevent damage to the environment, that is, when a threat has arisen, but a pollution or incident has not yet occurred and that is intended to capture claims that would arise in response to the threat of damage even though the damage itself did not occur. Of course, a mere threat caused by the vessel to the environment alone will not constitute a cause of action for an Admiralty Suit. A maritime claim should arise from such a threat. I am of the view that it is not the preventive measures alone that would constitute a maritime claim. A maritime claim would arise from such a threat if, on account of the threat, loss or injury is suffered on account of the inability to do the regular activities in the area where the threat prevails. I find that if there is pollution within the territorial waters on account of the sinking of a vessel outside the territorial waters or if the sunken vessel outside the territorial waters has been causing threat to the territorial waters, the State

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can very well institute Admiralty Suit with respect to the maritime claim arising from such pollution or threat under Section 4(1)(u) of the Admiralty Act.

19. Next contention of the learned Senior Counsel for the Respondent No.2 is with reference to the definition of 'Pollution damage' under Clause 9 of Article 1 of the International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001 (hereinafter referred to as 'the Bunker Convention'), which reads as follows:

"9. "Pollution damage" means:

- a) loss or damage caused outside the ship by contamination resulting from the escape or discharge of bunker oil from the ship, wherever such escape or discharge may occur, provided that compensation for impairment of the environment other than loss of profit from such impairment shall be limited to costs of reasonable measures of reinstatement actually undertaken or to be undertaken; and

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b) the costs of preventive measures and further loss or damage caused by preventive measures.”

20. Clause 5 of Article 3 of the Bunker Convention provides that no claim for compensation for pollution damage shall be made against the shipowner otherwise than in accordance with the said Convention. The learned Senior Counsel invited my attention to Paragraph No.8 of Ext.B4 which is the Counter Affidavit given on behalf of the Central Government and Director General of Shipping in WP(PIL) No.50/2025 instituted in this Court alleging inaction of the State and Central Governments with respect to the measures to be taken under law on the sinking of the Vessel MSC ELSA 3. In Paragraph No.8 of Ext.B4, it is stated that since India is a party to the United Nations Convention on Law of the Sea (UNCLOS), the provisions in the Bunker Convention carry binding legal force and reinforce India's obligations under the International Environmental Law, notwithstanding the fact

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that India has not ratified the Bunker Convention itself. The stand taken by the Central Government in Ext. B4 Counter Affidavit would reveal that the provisions of the Bunker Convention are applicable to India. In view of the definition of 'pollution damage' in Clause 9 of Article 1 of the Bunker Convention, the compensation for impairment of the environment on account of oil pollution from Bunker is limited to the cost of reasonable measures of reinstatement actually undertaken or to be undertaken and the cost of preventive measures and further loss or damage caused by preventive measures. The limitation is not available against loss of profit from impairment of the environment. The plaintiffs have made claims under various heads arising out of the maritime claim under Section 4(1)(u) of the Admiralty Act, other than pollution caused by bunker oil. Even now, it is not clear whether the pollution is caused by bunker oil alone. The sunken vessel had diesel oil and lubricating oil apart from bunker oil. The State wants to prevent environmental damage caused by

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the sinking of the vessel and to see that the environment is restored back, removing all the pollution caused by the sinking of the vessel. The loss of profit on account of pollution caused by the sinking of the vessel is also included under the third head. When pollution is caused on account of the discharge of bunker oil and other pollutants, the State necessarily will have to expend costs for preventive measures and restoration, and when the environment is affected naturally, there will be loss of profit to the State and the persons who depend on such environment. How much amount is required for the restoration of the environment and for the preventive measures, and how much amount is the loss of profit, are matters of evidence in the trial of the suit. The cost incurred by the State for preventive measures and restoration measures is also a matter of evidence in the trial in the Suit. The application of the provisions of the Convention and whether the plaintiff is making any claim for compensation on account of discharge of bunker oil

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beyond the said Convention or not are matters to be considered only when the claims are adjudicated in the suit. Those questions need not be considered during the consideration of a prima facie case or reasonably best arguable case for ordering conditional arrest by way of interim order.

**Question No.2**

21. The allegation of the Plaintiff in the suit is that the Defendant No.1 vessel belongs to the Defendant No.2. The registered ownership of MSC ELSA 3 is with ELSA 3 MARITIME INC, as revealed from Ext.A2 Ship Folder of MSC ELSA 3 maintained by Equasis, which is a well-known international organisation maintaining the database of vessels. The registered ownership of the Defendant No.1 is with Nairne Oceanway Limited, as revealed from Ext.A1 Ship Folder of Defendant No.1 maintained by Equasis. The contention of the learned Advocate General is that the said registered ownership is merely nominal

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and not indicative of true operational and financial control and that the Defendant No.2 sets up shell companies/paper companies and then registers the vessels which are actually owned by the Defendant No.2 in the name of these shell companies/paper companies with the intention to defraud the potential claim against it. The contention of the learned Senior Counsel for the Defendant No.2 is that as per Exts.A1 and A2, the Defendant No.2 is not the registered owner of the Defendant No.1 and the sunken vessel. Exts.A1 and A2 would prove that Defendant No.1 and the sunken vessel are owned by different entities. Since the Defendant No.1 and the sunken vessel are owned by different entities, they could not be treated as sister vessels. Hence, for the liability of MSC ELSA 3, Defendant No.1 could not be proceeded against. Defendant No.2, as the Charterer, is aggrieved by the arrest of Defendant No.1.

22. Exts.A1 and A2 would prove that the address of the registered owners therein are the address of the Defendant No.2. Ext.A27, which is the Equasis Company Folder of ELSA Maritime Inc, would prove that the address of the registered owner of the sunken vessel is the address of Defendant No.2. The Plaintiff has produced Exts.A28 to A39 documents relating to several other vessels which would show that all those vessels are owned by different companies; that the ship manager of those vessels is the Defendant No.2 and the addresses of the registered owners therein are the address of the Defendant No.2. It would prima facie show that the contention of the Plaintiff that the Defendant No.2 sets up shell companies/paper companies and then registers the vessels, which are actually owned by it, in the name of these shell companies/paper companies only with the intention to defraud the potential claim against it. The learned Advocate General cited the decision of the Bombay High Court in **MSC Mediterranean Shipping Company**



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***v. MV MSC Clementina [2015 SCC OnLine Bom 4224]***, in which it is held that the question whether the Ship which caused oil pollution and Defendant No.1 therein are sister ships is to be considered in the trial. Whether the sunken vessel and Defendant No.1 are sister companies or not is a matter to be finally decided in the trial on the basis of the evidence adduced by the parties in the suit. Hence, I find prima facie that the Defendant No.1 vessel is the sister vessel of the sunken vessel MSC ELSA 3.

### **Question No.3**

23. In an Admiralty Suit, the Plaintiff is entitled to obtain an order of conditional arrest only if the plaintiff satisfies reasonably arguable best case to the Court. The learned Senior Counsel for the Respondent No.2 cited the judgment of the Division Bench of the Bombay High Court in ***M/s. Kimberly-Clark Lever Private Limited v. M.V. Eagle Excellence [Judgment dated 13.08.2008 in Appeal No.240/2007 in Notice of Motion No.2346/2006 in Adml. Suit No.12/2006*** in this

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regard. After referring to the decision of the Hon'ble Supreme Court in *Videsh Sanchar Nigam Limited v. M.V. Kapitan Kud and Others* [(1996) 7 SCC 127], the Bombay High Court held that the distinction between two tests, namely, 'the reasonably arguable best case' and 'the prima facie case', has almost been disappeared and both the expressions substantially convey the same meaning, though grammatically the expressions may not be synonymous to each other. The learned Senior Counsel pointed out the observation of the Court that, as per Rule 954(IV) of the Bombay High Court Rules, which is similar to Rule 25 of the Kerala High Court Admiralty (Jurisdiction and Settlement of Maritime Claims) Rules, 2019, the Court can release the vessel even without insisting on security or release of security after release of the vessel obtaining security.

24. The learned Senior Counsel for the Respondent No.2 cited the Division Bench of this Court in *Sangita Das and*

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***Others v. M.V. Amber L (Bulk Carrier) and Others [2018 (1) KLJ 836]***, in which confirming the judgment of the learned Single Bench of this Court reducing the security from the Plaintiff claim of Rs.18 Crores to Rs.1 Crore, it is held that the discretionary power of the Admiralty Courts to reduce the quantum of security to a lesser amount than the plaintiff amount stands well - founded on the strong pillars of discretionary jurisdiction and power under Section 443 of the Merchant Shipping Act, 1958, Section 151 of the Code of Civil Procedure, rules relating to arrest and release of ships evolved in International Conventions, 1952 and 1999 and the decision laid down by the Supreme Court in *M.V. Elisabeth and Others v. Harwan Investment and Trading Pvt. Ltd., Hanoekar House, Swatontapeth Vasco - De - Gama, Goa, [1993 KHC 700]*. It is further held that the Plaintiffs and Defendants in an Admiralty Suit are not in an equal bargaining position and it is for the Court to maintain a balance by preventing abuse of process of Court, by the Plaintiffs, who stand in a superior position; that the desire

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to obtain an excessive security having no proximity with a reasonably arguable best case, including entitlement of a reasonable amount as damage, is oppressive and arbitrary; that the owner of the ship cannot be asked to furnish excessive security for an unrealistic and inflated fancy amount, having no proximity with the actual loss and in such situation, the sufficiency of security would fall within the realm of 'satisfaction' of the High Court, contemplated under Section 443 of the Merchant Shipping Act; and that the Defendants cannot be burdened with a hypothetical and fancy security amount, having no reality at all.

25. The learned Advocate General cited the decision of the Bombay High Court in ***MSC Mediterranean Shipping Company (supra)*** arising from an Admiralty Suit filed by the State of Maharashtra against the Defendant No.2 itself claiming compensation for oil pollution. In the said case, a collision took place between two vessels in Mumbai Port and there

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was spillage of bunker fuel from one of the vessels involved, namely MSC Chitra. The Defendant No.1 vessel therein was arrested for an amount of Rs.8,13,00,000/-. When the Defendant No.2 prayed for vacating / setting aside the order of arrest and returning the security of Rs.8,13,00,000/- or for reducing the amount of security, the Bombay High Court dismissed the prayers, holding that the plaintiff has made out a prima facie case that the Defendant No.2 is liable for the pollution that emanated from MSC Chitra.

26. Even though the consideration of the Interlocutory Applications for Interim Order for conditional arrest in Admiralty Suits and the consideration of Applications for injunction/attachment in normal civil suits are somewhat similar, in Admiralty Suits, the Plaintiffs are always in a better bargaining position than the Defendants, unlike in ordinary civil suits. In a normal Civil suit, a strong prima facie case and a balance of convenience and irreparable

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injury of the parties are to be considered while considering an Application for Interlocutory Order. In Admiralty Suits, the balance of convenience and irreparable injury of the parties are always found in favour of the Plaintiff, as if an emergent conditional arrest is not made, the foreign vessel would leave from the jurisdiction of the Court, making the decree that may be passed in the suit virtually unenforceable against the foreign national/entity. Thus, in Admiralty Suits, the Plaintiffs are always in a better bargaining position than the Defendants. There is every chance of the Plaintiffs in Admiralty Suits misusing their upper hand in order to compel the Defendants to accede to their unreasonable demands. Sometimes, the Defendants have to settle even the baseless claims of the Plaintiffs in order to avoid arrest in view of the huge loss that may be occasioned if the arrest of the vessel is made. In almost all the Admiralty Suits, huge amounts are claimed based on maritime claim. If the Defendant/Vessel is ordered to be arrested requiring a huge amount as

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security on the mere averments in the Plaint, it may end in unnecessary serious civil consequences, sometimes which would be irreparable, to the Defendant. This makes the Courts' job more responsible and onerous while considering an application for conditional arrest in Admiralty Suits. While considering an Application for conditional arrest, Courts shall be very much careful to ensure a strong prima facie case with reference to the materials produced by the Plaintiff. When unliquidated damages are claimed, the degree of satisfaction of a prima facie case by the plaintiff is on the higher side. What would be the degree of a strong prima facie case depends on the facts and circumstances of each case. The Court has to satisfy that the maritime claim made by the plaintiff is prima facie supported by the materials before it. If the prima facie case is made out by the Plaintiff, the Court has to pass an order of conditional arrest, and the rest is a matter of evidence to be proved in the trial of the suit. But when the Court is satisfied only with respect to part of the

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claim in an Admiralty Suit, the security shall only be for the said part of the claim.

27. In the decision of the Bombay High Court in ***Shree LTC Agro Sales Ltd. v. Mediterranean Shipping Company, S.A. and Others*** (2013 SCC OnLine Bom 852) cited by the learned Senior Counsel for the Respondent No.2, it is held that the arrest of the ship is regarded as a mere procedure to obtain security to satisfy the judgment; that the Plaintiff is entitled to security to the extent of the reasonably best arguable case or prima facie case; and that even assuming the Plaintiff is entitled to insist for any security, it cannot be excessive in nature; that excessive demand for security should not be tolerated and that the material placed on record should reveal strong prima facie case in favour of the Plaintiff and only to that extent the security can be asked for. The Bombay High Court further held that standard and well recognised text books on Admiralty law have stated the law to be that excessive security will not



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be countenanced by a Court, referring to the English decision in ***George Gordon [(1884) P.D. 46]*** that party should not arrest a ship for an exorbitant amount and that such a course the court will never sanction. The Bombay High Court made specific reference to two English decisions on the point in ***Moschanthy [(1971) 1 LLR 37]*** and ***The Clarabelle [(2002) 2 LLR 479]*** in which it is held that the security in support of a claim in rem is a very strong power and it must not be used oppressively. In ***The Clarabelle (Supra)***, the Court observed that it should not be assumed that security at a Rolls Royce level is the inalienable right of a plaintiff simply because the Admiralty jurisdiction has been invoked.

28. The learned Senior counsel for the Respondent No.2 cited the Division Bench decisions of the Madras High Court ***[Judgment dated 13.03.2018 in W.A. No.537/2018 and Order dated 10.10.2017 in W.P. No.25813/2017]*** in which the compensation for oil spill due to collision of two vessels in Kamarajar Port

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Limited in Ennore was considered. The learned Senior Counsel pointed out that the total compensation claimed by the Government of Tamil Nadu was only Rs.240 Crores, even in a case where the oil spill was inside the Port and the case was settled for the said amount.

29.The decision of the Bombay High Court in **MSC Mediterranean Shipping Company (supra)** is relied on by the learned Senior Counsel for the Respondent No.2, contending that in the said case, the leakage of bunker oil is around 800 tonnes, and even then, the Court ordered security of only Rs.8.13 Crores.

30.The learned Advocate General cited the decision of the Supreme Court of Sri Lanka in **MV X-Press Pearl Marine Environmental Pollution case [SC/FR 168/2021]** in which the Court ordered to pay USD 1 Billion as an initial payment on a claim similar to that of the present suit, in which the Vessel caught fire and sank, causing damage to the marine environment.

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31.The law is thus well settled that security in lieu of arrest of the vessel shall not be excessive and oppressive. When the Court is of the view that the claim is exorbitant, the Court has to make due enquiry to find out the proper amount of security to be demanded from the Defendant in lieu of arrest of the vessel.

32.The present Admiralty Suit was filed when the Division Bench of this Court in ***Prathapan T.N. (supra)*** observed that Governments are expected to exercise available statutory powers to proceed against offending vessels and recover damages rather than spending from public exchequer, as delay or failure to act may set a dangerous precedent for future offenders. When an Admiralty Suit is filed by the State on an emergent basis for protecting the public interest claiming compensation for environmental pollution seeking conditional arrest of a sister vessel, it is to be presumed that officers of the State are making responsible averments in the suit with reference to relevant records

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and such averments are to taken on its face value in the absence of any material to doubt the same. But when the Defendants appear and raise their defence, the State is also bound to satisfy a strong prima facie case to continue the order of arrest.

33.Now let me examine whether the Applicant has made out a reasonably arguable best case or strong prima facie case to obtain arrest of the Respondent No.1 for the plaint claim, or whether the Applicant has made exaggerated claims to demand excessive security in lieu of the arrest of the vessel. Let me examine the claims of the plaintiff one by one.

1. Compensation of Rs.8,554.39 Crores for Oil Pollution Damage.

34.First of all, let me consider the pleading of the Plaintiff under this claim. The pleading is to the effect that it is indubitable that oil pollution damage has been caused by the subject vessel to the marine environment of the State of Kerala, its coastline and other related interests and that

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having established the fact that there was an oil spill from the subject vessel, the Defendant No.2 is liable. The pleadings refer to three documents, namely, Ext.A13 Notice under Section 356J of the Merchant Shipping Act dated 24.05.2025 issued by the Mercantile Marine Department, Kochi, Ext.A14 dated 26.05.2025 issued by the Director General of the Indian Coast Guard to the Chief Secretary of the State and Ext.A15 Notice under Section 356J of the Merchant Shipping Act dated 30.05.2025 issued by the Director General of Shipping. The averment is that Ext.A13 evidences the fact that there was an oil leak from the subject vessel into sea; that as per Ext.A14 the Director General of the Indian Coast Guard intimated the Disaster Management Department about the oil spill and drifting of debris, including cargo, along Kerala's coastline; and that as per Ext.A15, the Director General of Shipping informed the State of Kerala about the oil spill from the subject vessel. On considering these averments, I am of the view that these averments

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are quite insufficient to claim a compensation of Rs.8,554.39 Crores. The extent of oil discharge from the subject vessel or the magnitude of environmental damage due to oil pollution is lacking in the averments. The Plaintiff has claimed Rs.8,554.39 Crores, equivalent to USD 1 Billion, as compensation for oil pollution damage for the simple reason that the Defendant No.2 has obtained insurance coverage for USD 1 Billion for oil pollution from the P & I Club. Such a reason to support the claim is plainly unsustainable. The amount of insurance coverage for oil pollution has no relevance for claiming compensation for oil pollution damage from the owner of the vessel. Even if there is no insurance, the Plaintiff can claim compensation for oil pollution damage if the same is supported by the materials. The compensation for oil pollution damage can be claimed exceeding the insurance coverage if there are materials for the same. The Plaintiff has to substantiate its claim of Rs.8,554.39 Crores by independent materials irrespective of the value of

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insurance. No averment is there in the Plaint to support the huge claim of Rs.8,554.39 Crores.

35. The documents produced along with the Plaint form part of the pleadings. No document produced along with the Plaint discloses any basis for the claim of Rs.8,554.39 Crores towards the compensation for oil pollution damage. The learned Advocate General could not explain any other reason for such a huge claim, other than what is stated in the Plaint. Hence, I find that the claim of Rs.8,554.39 Crores towards the compensation for oil pollution damage by the Plaintiff is an exorbitant one.

36. Let me examine whether Exts.A13, A14 and A15 reveals any oil discharge from the vessel. Ext.A13 is issued before the sinking of the vessel directing to take action preventing escape of oil from the vessel, and monitoring the area; action for removal of oil from the vessel; action for removal oil slicks on the surface of the sea, if it were to occur; action to disperse the oil slicks on the surface of the sea, if

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it were to occur and to tow the vessel away from the coast to mitigate the risk of pollution. Ext.A13 does not say oil slicks occurred on the surface of the sea. Ext.A14 reports silver sheen in small patches of oil slick. It states an immediate threat of pollution at sea. It confirms oil discharge from the subject vessel. It does not state the area where the oil sheen is found. In Ext.A15, it is specifically stated that the sunken vessel is discharging oil into the marine environment, thereby posing a potential and serious threat to the Indian EEZ and its coastline. In view of Exts.A14 and A15 documents, the plaintiff has succeeded in proving the discharge of oil from the sunken vessel. Discharge of oil from the vessel into the sea will definitely create serious environmental pollution. Even if it occurs in the EEZ, it will definitely affect the territorial waters and the coastline of the State. Hence, the claim of the State for compensation for oil pollution damage is fully justified. Without getting proof as to the quantity of the oil discharge and its effect on the environment, the



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compensation could not be fixed for oil pollution damage. It is a tedious task to be undertaken in the trial. I perfectly understand the difficulty of the Plaintiff-State to assess the environmental damage at this stage even on a prima facie basis. It is relevant to note the contention of the learned Advocate General that studies are still undergoing in this regard, referring to Ext.A49 Study Report of CSIR - National Institute of Oceanography, Regional Centre, Kochi. It would definitely take much time to conclude the study to find out the actual damage to the environment due to pollution on account of oil discharged from the sunken vessel. It is not justifiable to keep the Respondent No.1 Vessel under arrest, demanding an exorbitant amount as security without any basis. At the same time, the present Admiralty Suit filed by the State Government in public interest, demanding compensation for damage to the environment, etc., could not be treated at par with normal Admiralty Suits. Damage to the environment due to oil pollution is prima facie proved. The State Government

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necessarily has to expend money from its exchequer to prevent further pollution, restore the environment, and for other allied losses that occurred on account of the sinking of the vessel and consequent oil pollution. Ext.A24 Minutes of the Meeting dated 28.05.2025, presided by the State Fisheries Minister, would show various courses of action to be taken by the State on account of the sinking of the vessel. It will definitely cause a huge burden for the State exchequer. It is for this Court to fix a reasonable amount of security for the compensation for oil pollution damage with the materials available in this case.

37. Then arises the next question as to what is the reasonable amount of security which could be demanded from the Respondent No.1 for securing the compensation due to oil pollution damage on the basis of the materials available before this Court. In order to fix the same, the magnitude of oil pollution is to be ascertained from the available materials.

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38. The documents would reveal that the vessel was capsized on 25.05.2025 in the Arabian Sea, 14.6 NM off from the Kerala coastline. Oil discharge from the sunken vessel is admitted by the Respondent No.2 to a limited extent. The contention of the Respondent No.2 is that there occurred only an oil sheen on the sea surface on account of the discharge of oil from the vents of one of the fuel tanks of the vessel; that the vents of the fuel tanks were subsequently capped by the salvors by deep sea diving operations; and that thereafter there is no risk of any oil escaping from the fuel tanks of the vessel. The Respondent No.2 admits that there is fuel still in the bunker of the vessel. In Ext.A46 SITREP dated 28.05.2025 issued by the Director General of Shipping, it is reported that the vessel was carrying approximately 367 tonnes of Heavy Fuel Oil and 64 tonnes of Diesel Oil at the time of the incident. Ext.A4 dated 26.05.2025 issued by the Press Information Bureau (Defence Wing) stated that ICG Surveillance Aircraft detected an oil slick at the

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site and that the oil slick was spotted drifting east-southeast from the site. The learned Advocate General referred to Ext.A10 issued by the DFO, Chalakudy, in which it is stated that it is suspected that the death of two dolphins near Azhikode in Thrissur may be linked to the spill from the sunken ship, which contained hazardous materials.

39. Learned Senior Counsel for the Respondent No.2 invited my attention to Ext.B4 Counter Affidavit of the Central Government and Director General of Shipping in W.P.(PIL) No.50/2025, in which it is stated that the Indian Coast Guard, as a part of aerial surveillance, identified and reported the presence of an oil sheen extending approximately 1 NM around the vicinity of the sunken vessel; that the oil sheen was considerably light and identified as possibly diesel or mechanical oil; that the oil sheen appear to have gradually dissipated following the completion of capping operations undertaken by the

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salvors on 15.06.2005, which is confirmed by the Indian Coast Guard aerial survey.

40. Ext.B5 Counter Affidavit dated 30.06.2025 filed by the Kerala State Pollution Control Board in W.P.(PIL) No.50/2025, stated that the analysis reports obtained so far reveal that there is no noticeable variation in seawater quality in respect of ship wreck issue; that sampling and analysis are going on and final and conclusive inference on the extent of pollution that may be caused by the shipwreck can be made only after the entire analysis is over; and that Air Quality Monitoring results show that the air quality is not varied with respect to shipwreck incident. The said statement itself reveals that the analysis is not final and conclusive. Ext.B19, which is the Counter Affidavit filed by the Indian Coast Guard in W.P.(PIL) No.50/2025 dated 03.07.2025, stated that to date, minor oil sheens observed close to the sunken vessel have been effectively addressed by using oil spill dispersant. In the

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Rejoinder, the Plaintiff has contended that the Indian Coast Guard on 04.08.2025 has reported a fresh oil sheen extending to 2 NM from the wreckage site. It would cause further pollution in the sea. Its effect on the sea organisms is to be assessed. It indicates the chances of the development of further oil sheens in future. Learned Advocate General invited my attention to Ext.A45 Literature, which points out toxicity to fish from the oil pollution.

41. The learned Advocate General and learned Senior Counsel tried to distinguish between the meaning of the words 'sheen' and 'slick'. It is true that both words are used simultaneously in various Reports. All the reports indicate only a thin layer of oil on the surface of the sea. Hence, the use of the words 'sheen' and 'slick' is immaterial.

42. Ext.B16 SITREP dated 05.08.2025 issued by the Directorate General of Shipping states that while no major

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spill has been confirmed, the possibility of a leak due to engine room disturbance has necessitated heightened vigilance and that while the sheen remains limited in scope, this development highlights the need for the salvage team to transition swiftly into operational mode. Ext.B18 Newspaper Report contains the opinions of certain Government officials. It is reported that the Range Forest Officer said that they are awaiting forensic examination reports to identify the exact cause of death of four dolphins and two whales and that nothing suspicious has been found in the postmortem examinations. It is reported that the Senior Scientist of CMFRI said the possibility of a direct link between the death of dolphins & whales and the shipwreck is very low; and that though their primary assumption is that the deaths are not related to the shipwreck, they are not completely ruling it out and that they are conducting studies to determine if there is any connection. Ext.A49 Study Report dated Nil of the C.S.I.R. - National Institute of Oceanography, Regional

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Centre, after undertaking 28 days cruise through the sea from 25.07.2025 to 21.08.2025, stated that diesel and furnace oil remain contained; that large oil film on the surface was characterised at the shipwreck location; that high oxygen depletion was prominent in the coastal stations of Munambam and Arthungal. It shows oil slicks aligned with wave trans observed at Alappuzha-Thottappilly during 14<sup>th</sup> to 15<sup>th</sup> of August 2025, large oil slicks in the capsized location and a dead turtle observed in the capsized location.

43. There is no material before this Court to find that there is extensive oil pollution within the territorial waters. There is no report before this Court showing a significant impact of oil pollution on the marine environment and marine organisms. Going by the Counter Affidavits filed by the Central Agencies in W.P.(PIL) No.50/2025, oil sheens found near the shipwreck location on two occasions were minor, and the same were dissipated using oil spill



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dispersant. Section 4 of the Admiralty Act provides that the High Court may exercise jurisdiction to hear and determine any question on a maritime claim, against any vessel, arising out of any damage or threat to damage caused by the vessel to the environment. As stated earlier, a mere threat to damage a maritime claim will not arise if the threat has not caused anything. On account of the threat, if some activities could not be taken place or if some preventive measures are to be taken by the State, then only the State can claim compensation for the threat. In the case at hand, on account of the threat caused by the existence of fuel and hazardous chemicals in the sunken vessel, the activities in that area are restricted, and the State has to take preventive measures. The fishing activity in the area is also affected on account of the oil spill from the sunken vessel. Considering the materials showing the extent of discharge of oil from the sunken vessel and its impact on the marine environment and marine organisms, I am of the prima facie view that a

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security of Rs.500 Crores is sufficient to protect the interest of the State as of now. On a prima facie consideration, I am of the view that security for Rs.500 Crores can be demanded from the Respondent No.1 to secure the compensation for oil pollution damage.

**2. Compensation of Rs.71.73 Crores for the pollution caused by the cargo.**

44. The plaintiff has computed the environmental compensation for the pollution caused by cargo as per Ext.A20 Guidelines of the Central Pollution Control Board. It is prepared for the violation of Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016. The contention of learned Senior Counsel for the Respondent No.2 is that the said Rules deal with hazardous and other wastes and Rule 2(b) of the said Rules specifically excludes its application to wastes arising out of the operation of ships beyond five kilometres of the relevant baseline as covered under the provisions of the Merchant Shipping Act, 1958 and the rules made

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thereunder and as amended from time to time. Hence, the computation of the environmental compensation as per Ext.A20 Guidelines of the Central Pollution Control Board is unjustified. I am unable to accept the said contention. Any other relevant Rules applicable for assessing cargo pollution are not pointed out by the Learned Senior Counsel. The plaintiff is not seeking enforcement of the said Rules against the pollution caused by cargo. The plaintiff has relied on the guidelines made under the said Rules only for the purpose of calculating its claim for compensation for environmental compensation, in the absence of any relevant Rules or guidelines. The legality of the computation as per Ext.A20 is a matter of adjudication in the suit and not at this interlocutory stage.

45. Out of Rs.71.73 Crores for the pollution caused by the cargo, Rs.30.09 Crores is claimed as environmental compensation for pollution caused by plastic waste, Rs.30.42 Crores is claimed as environmental

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compensation for pollution caused by hazardous chemicals and Rs.11.22 Crores is claimed as environmental compensation for pollution caused by other pollutants. Ext.A3 Cargo Manifest reveals the nature of the cargo in the 643 containers carried in the sunken vessel. The documents reveal that the items of cargo in the containers in the sunken vessel contain various items, including cotton, polymers, wood, food items, waste and scrap, calcium carbide, hydrazine, hydroxylamine and quick lime.

46.Learned Advocate General invited my attention to Exts.A17 and A19 Publications, which describe the adverse effects of plastic waste and plastic nurdles in the marine environment. It reports that some marine organisms, such as fish, sea birds or sea lions, accumulate ingested plastic in their bodies and these organisms may also become entangled in the plastic which can be harmful or fatal. Even though the learned Senior Counsel for the Respondent No.2 contended

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that the plastic pellets from the sunken vessel could not be ingested by small fishes on account of its size and there is no report showing presence of plastic pellets in fishes, I am of the view that the large quantities of plastic pellets from the sunken vessel would definitely affect the marine organisms in one way or another. How far it would affect the marine organisms is a matter to be decided in the trial of the suit. It is stated in Ext.B4 that the Kerala State Disaster Management Authority, in conjunction with local administration, deployed personnel, including members of the Civil Defence and local volunteers, to undertake shoreline remedial efforts, particularly in areas impacted by container and cargo wash-up, that approximately more than 100 personnel were deployed by the salvors and an approximate additional 600 personnel were mobilised by the local government authorities on a daily basis. Ext.A4 dated 26.05.2025 issued by the Press Information Bureau (Defence Wing) stated that over 100 cargo containers are floating. Ext.A6 Photographs show plastic pellets and cotton

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bales washed ashore along the beaches of the State. This would show the extent of pollution caused by cargo. The total quantity of plastic pellets in the sunken ship was nearly 1400 Metric Tons. Ext.B17 SITREP dated 06.08.2025 issued by the Director General of Shipping stated that as on that date, a cumulative total of 629 Metric Tons of plastic nurdles have been transported and stored in Kollam warehouse. What happened to the remaining quantity of plastic pellets is not known. Prima facie, the plastic pellets have caused much pollution in the sea and the shore and the Plaintiff is entitled to claim security for Rs.30.09 Crores claimed as compensation for pollution caused by plastic pellets in the cargo.

47. It is true that the sunken ship had 12 containers containing calcium carbide and one container containing rubber chemical (antioxidant). As rightly contended by the learned Senior Counsel for the Respondent No.2, there is no evidence that the sunken vessel has caused any

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hazardous chemical pollution. There is no evidence that the containers containing calcium carbide and rubber chemical got released from the vessel. It is admitted in the Rejoinder of the Plaintiff that the containers containing IMDG cargo presently remain with the sunken vessel. The presence of pollution caused by calcium carbide and rubber chemical in the seawater is not reported by any authority. In Ext.B4 Counter Affidavit filed by the Central Government and the Director General of Shipping in W.P. (PIL) No.50/2025, it is stated that a total of 60 containers were salvaged and delivered to the port and that none of the containers that washed ashore were identified as containing IMDG cargo. Since there is no evidence that the containers containing hazardous chemicals have been released from the vessel into the sea, the Plaintiff is not entitled to claim security for Rs.30.42 Crores in this regard.

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48. Since there is evidence that containers containing cotton, etc., are released from the vessel into the sea, the Plaintiff is entitled to claim security for Rs.11.22 Crores claimed as compensation for pollution caused by other pollutants in the cargo.

49. On a prima facie consideration, I am of the view that security for the claim of Rs.41.31 Crores (Rs.30.09 Crores + Rs.11.22 Crores) can be demanded from the Respondent No.1 as security for the compensation for pollution caused by plastic pellets and other pollutants in the cargo.

3. Cost of Rs.1.38 Crores incurred by the Kerala State Pollution Control Board.

50. Ext.A23 dated 26.06.2025 issued by the Kerala State Pollution Control Board to the Special Secretary, Environment Department of the State reveals that the Board expended an amount of Rs.1,37,63,045/- as on 18.06.2025 towards water and soil analysis charges and expenses incurred by the District Offices of the Board for



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purchase of lab equipments, transportation, loading and unloading, stationery, etc., in connection with sinking of the vessel. Though the learned counsel for the Respondent No.2 contended that there is no supporting document for this claim, I am of the view that since Ext.A23 is issued by a responsible Authority of the State, there is nothing to disbelieve it. On a prima facie consideration, I am of the view that security for the claim of Rs.1.38 Crores incurred by the Kerala State Pollution Control Board can be demanded from the Respondent No.1.

4. Estimated cost of Rs.18 Crores for future, preventive measures by the Kerala State Pollution Control Board.

51.Ext.A23 issued by the Kerala State Pollution Control Board to the Special Secretary, Environment Department of the State states that Rs.3 Crores is claimed as anticipated expenditure for continuing the sampling for two more months. Considering the amounts already expended by the Board, I am of the view that the estimated cost of

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Rs.3 Crores is reasonable. Rs.15 Crores is claimed as the amount to be incurred for getting the study conducted through NIO. The figure is stated as yet to be finalised. There is no material to support such a claim. It is unreasonable to demand security from the Respondent No.1 at present for the said estimated amount to be incurred. On a prima facie consideration, I am of the view that out of the estimated cost of Rs.18 Crores for future preventive measures by the Kerala State Pollution Control Board, security for the amount of Rs.3 Crores can be demanded from the Respondent No.1 at this stage.

5. Cost of Rs.45 lakhs incurred by the Department of Fisheries for studies.

52.In Ext.A26 dated 25.06.2025 sent by the Director of Fisheries to the Special Secretary of the Fisheries Department, it is stated that an amount of Rs.45 lakhs is required towards the studies by the Kerala University of Fisheries & Ocean Studies for sampling studies of water and fish tissue for three months. Though the learned

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counsel for the Respondent No.2 contended that there is no supporting document for this claim, I am of the view that since a responsible Authority of the State has calculated the cost of such studies at Rs.45 Lakhs, there is nothing to disbelieve the said figure. On a prima facie consideration, the figure appears to be reasonable. Hence, security for the claim of Rs.45 Lakhs can be demanded from the Respondent No.1.

6. Compensation of Rs.152.1 Crores towards the remediation cost for hazardous chemical pollution.

53. Learned Advocate General invited my attention to Ext.A21 dated 01.07.2025 prepared by the Directorate of Environment & Climate Change of the State, which shows the calculation of environmental compensation and remedial cost for hazardous chemical pollution, plastic pollution and other pollutants. Claims for environmental compensation and remedial cost for hazardous chemical pollution, plastic pollution and other pollutants at Rs.152.1 Crores, Rs.150.45 Crores and Rs.56.10 Crores,

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respectively, are made on the basis of Ext.A21. As there is no evidence of hazardous chemical pollution from the sunken ship, the security for Rs.152.1 Crores claimed in the Plaint as environmental compensation and remedial cost for hazardous chemical pollution cannot be demanded from the Respondent No.1 at this stage.

7. Compensation of Rs.150.45 Crores towards remediation cost for plastic pollution.

54. Ext.A21 shows the calculation of environmental compensation and remedial cost for plastic pollution. Claim of Rs.150.45 Crores for environmental compensation and remedial cost for plastic pollution is made on the basis of Ext.A21. The evidence on record prima facie shows plastic pollution. In such a case, the calculation in Ext.A21 made by a responsible authority with respect to plastic pollution is to be accepted on a prima facie basis. Hence, security for the environmental compensation and remedial cost for plastic pollution,

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calculated at Rs.150.45 Crores, can be demanded from the Respondent No.1.

8. Compensation of Rs.56.1 Crores towards remediation cost for other pollutants.

55.Ext.A21 shows the calculation of environmental compensation and remedial cost for pollution caused by other pollutants. Claim of Rs.56.1 Crores for environmental compensation and remedial cost for plastic pollution is made on the basis of Ext.A21. The evidence on record prima facie shows pollution caused by other pollutants, namely, cotton, etc. In such a case, the calculation in Ext.A21 made by a responsible authority with respect to pollution caused by other pollutants is to be accepted on a prima facie basis. Hence, security for the environmental compensation and remedial cost for pollution caused by other pollutants, calculated at Rs.56.10 Crores, can be demanded from the Respondent No.1.

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**9. Compensation of Rs.349 Crores towards economic loss to the fishermen due to market scare on fish quality**

56.Ext.A26 dated 25.06.2025, prepared by the Director of Fisheries, is the basis for the claim of Rs.349 Crores towards the compensation for economic loss due to market scare. Learned Senior Counsel for the Respondent No.2 contended that there is no evidence of any polluted fish catch and that there is no evidence of any drop in the market price of fish. Learned Senior Counsel invited my attention to Ext.B5 Counter Affidavit dated 30.06.2025 filed by the Kerala State Pollution Control Board in W.P.(PIL) No.50/2025 stating that the analysis reports obtained so far reveal that there is no noticeable variation in seawater quality in respect of the shipwreck issue and that the Air Quality Monitoring results show that the air quality is not varied with respect to shipwreck incident. In the said Counter Affidavit itself, it is stated that sampling and analysis are going on and a final and conclusive inference on the extent of pollution that may be caused by the

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shipwreck can be made only after the entire analysis is over. Learned Senior Counsel invited my attention to Ext.B13 Answer given by the Central Minister for Fisheries, Animal Husbandry and Dairying on 22.07.2025 in the Lok Sabha that the test reports revealed that the fish samples were all in good condition and no objectionable smell or favour was observed and the pH, salinity and conductivity of the water samples were within the normal range and that preliminary analysis of water and fish samples revealed that there were no trace or the presence of oil content, no direct evidence to prove presence of hazardous chemicals and that the fish samples are safe for consumption. The Minister's answer is based on preliminary analysis. The study is still ongoing. The presence of oil and plastic pollution is proved by the Plaintiff. The claim is based on the scare of the general public, preventing them from buying fish on the grounds of pollution. When oil and plastic pollution are proven, it is reasonable that it would create a scare among the general

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public, preventing them from buying fish. Though learned Senior Counsel contended that there is no evidence with respect to the market scare, I am of the view that under normal circumstances, there would be a market scare about the quality of the fish when a vessel with a huge amount of oil and hazardous cargo has sunken in the sea. Whether there was an actual market scare, whether there was a price drop, and the extent of economic loss on account of such a market scare are matters of evidence to be proved in the suit. Hence, security for the claim of Rs.349 Crores towards the compensation for economic loss due to market scare can be demanded from the Respondent No.1.

10. Compensation of Rs.71 Crores towards landing loss due to fishing ban in 20 Nautical Miles (NM) at Alappuzha.

57.Ext.A26 dated 25.06.2025 prepared by the Director of Fisheries is the basis for the claim of Rs.71 Crores towards the compensation for the landing loss of fish due to the fishing ban in 20 NM for six months. Here also, the



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responsible Authority of the State has calculated the landing loss of fish due to the fishing ban in 20 NM for six months at Rs.71 Crores with the data available with it. On a prima facie consideration, the Plaint claim of Rs.71 Crores towards the compensation for the landing loss of fish due to the fishing ban in 20 NM for six months is well founded. Though the Senior Counsel for the Respondent No.2 contended that there was a duplication of this claim with the claim for Rs.106.51 towards compensation for economic loss to the fishermen on account of the fishing ban, I am of the view that the said question is a matter for trial. The claim for Rs.106.51 towards compensation for economic loss to 160417 numbers of fisher folk and allied fisher folk on account of the fishing ban is calculated for 8 days on the basis of their average income, whereas the compensation for the landing loss of fish due to the fishing ban in 20 NM for six months is calculated on the basis of land loss. Prima facie, it appears that both claims are different. Hence, security for the claim of Rs.71 Crores

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towards the compensation for the landing loss of fish due to the fishing ban in 20 NM for six months can be demanded from the Respondent No.1.

11. Compensation of Rs.106.51 Crores towards economic loss to the fishermen due to the fishing ban in 20 Nautical miles for 8 days.

58. Ext.A26 dated 25.06.2025, prepared by the Director of Fisheries, is the basis for the claim of Rs.106.51 Crores towards the compensation for economic loss to the fishermen due to the fishing ban in 20 NM for 8 days. The contention of the learned counsel for the Respondent No.2 is that the fact of the fishing ban is not proved by the State by producing any official document for the same. The Plaintiff relies on a news item on social media to prove the fishing ban. Since the suit is filed by the State Government, I am of the view that the State Government will not make a false claim of a fishing ban in the Plaint. Ext.A26 is an official document in which the fishing ban in 20 NM around the shipwreck introduced on 25.05.2025 is specifically stated. Ext.A9 would reveal that the Plaintiff

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granted Rs.10,55,18,000/- out of the State Disaster Management Fund to pay interim relief of Rs.1,000/- to 78,498 fishermen families and 27,020 families of fishing allied workers in four Districts – Thiruvananthapuram, Kollam, Alappuzha and Ernakulam. It also states that it is decided to give 6 kg of rice as a free ration to each of the families. In Ext.A26, the compensation was calculated at Rs.54.93 Crores on an average income of Rs.428/- per day. In the Plaint, the compensation calculated was Rs.106.51 Crores on an average income of Rs.830/- per day. The Plaintiff has taken Rs.830/- as the average income per day, projecting the GSDP of the fisheries sector for the year 2024-25 using the previous four years' GSDP data. I find force in the submission of the learned Senior Counsel for the Respondent No.2 that the average income of Rs.428/- per day of the year 2023-24 is unreasonably increased almost double for the next year to Rs.830/- per day. Economic loss to fishermen could not be assessed on a projected figure. It has to be calculated

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on the actual figure with a reasonable increase. The extent of increase is a matter of evidence. I am of the view that, for the purpose of security towards the compensation for economic loss to the fishermen due to the fishing ban in 20 NM for 8 days, Rs.54.93 Crores calculated in Ext.A26 on actual average income of the previous year is to be accepted instead of Rs.106.51 Crores claimed in the Plaint on projected average income. Hence, security for Rs.54.93 Crores towards the compensation for economic loss to the fishermen due to the fishing ban can be demanded from the Respondent No.1.

**Amount of Security to be demanded**

59. The following Table will show the total amount of security to be demanded for the release of the Respondent No.1.

Sl.No.	Nature of Claim		Amount Claimed (in Crores)	Security to be demanded (in Crores)
1.	Compensation for oil pollution	:	Rs.8,554.39	Rs.500.00

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2.	Compensation for cargo pollution	:	Rs.71.73	Rs.41.31
3.	Cost incurred by the Kerala State Pollution Control Board	:	Rs.1.38	Rs.1.38
4.	Estimate for future cost for preventive measures by the Kerala State Pollution Control Board	:	Rs.18.00	Rs.3.00
5.	Cost incurred by the Department of Fisheries for studies	:	Rs.0.45	Rs.0.45
6.	Remediation cost for hazardous chemical pollution	:	Rs.152.10	Nil
7.	Remediation cost for plastic pollution	:	Rs.150.45	Rs.150.45
8.	Remediation cost for other pollutants.	:	Rs.56.10	Rs.56.10
9.	Economic loss to the fishermen due to market scare on fish quality	:	Rs.349.00	Rs.349.00
10.	Landing loss due to the fishing	:	Rs.71.00	Rs.71.00

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	ban in 20 NM			
11.	Economic loss to the fishermen due to the fishing ban	:	Rs.106.51	Rs.54.93
TOTAL			Rs.9,531.11	Rs.1,227.62

60. The fixation of Rs.1,227.62 as security for the release of the Respondent No.1 at present would not prevent the State Government from seeking an increase in the security on obtaining further materials to support such increase during the pendency of the suit. The Plaintiff has every right to seek the arrest of any other sister vessel of the sunken vessel in this suit itself to demand additional security on furnishing supporting materials for the increase. I reserve the right of the plaintiff to seek an increase in the security on obtaining further materials to support the same and to seek arrest of any other sister vessel of the sunken vessel in this suit itself to demand additional security.

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**Question No.4**

61.Learned Senior Counsel for the Respondent No.2 invited my attention to the Merchant Shipping (Regulation of Entry of Ships into Ports, Anchorages and Offshore Facilities) Rules, 2012, which recognises P & I Insurance and Rule 5 mandates foreign vessels shall have a valid P & I Insurance policy against maritime claims to enter into the Indian coastal waters. Learned Senior Counsel cited the Order of the Hon'ble Supreme Court in ***Eco Maritime Ventures Ltd. v. ING Bank NV [Dated 10.01.2017 in Civil Appeal No.239/2017]*** and contented that the Hon'ble Supreme Court accepted the Letter of Undertaking from the first class P & I Club for the security amount in lieu of arrest of the vessel. On going through the said Order, it is seen that the Letter of Undertaking from the first class P & I Club was accepted for the security amount since the plaintiff endorsed no objection.

62. As per Section 5 of the Admiralty Act, the purpose of arrest is for providing security against the maritime claim in the Admiralty Suit. Section 2(1)(c) defines 'arrest' as the detention or restriction for removal of a vessel by order of a High Court to secure a maritime claim. A foreign vessel is arrested to secure the decree amount that may be passed against the Defendant. The reason for the arrest is that if the vessel leaves the territorial waters of the country without furnishing security, the plaintiff will not be able to execute the decree against the foreign national/entity. If a security in the form of a Letter of Undertaking is accepted from a foreign entity in lieu of arrest, the decree could not be executed against such entity if such entity refuses to honour the Letter of Undertaking. In such a case, the very purpose of the arrest will be defeated. That apart, the Court may not be able to assess the financial and other credibility of the foreign entity which issues the Letter of Undertaking. It is difficult to confirm even the genuineness of the Letter of Undertaking. In some Admiralty Suits, Bank



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Guarantees of Indian Banks are accepted as security in lieu of arrest. No Court will accept a Letter of Undertaking, even from an Indian Bank, as security in lieu of arrest. The insistence of valid P & I Insurance under the Merchant Shipping (Regulation of Entry of Ships into Ports, Anchorages and Offshore Facilities) Rules, 2012 for entry into the Indian Coastal Waters could not be taken as a reason to accept a Letter of Undertaking from a P & I Insurance Club in lieu of arrest in an Admiralty Suit. The Admiralty Act does not recognise a Letter of Undertaking from a P & I Insurance Club in lieu of arrest in an Admiralty Suit. My view is supported by the Division Bench decision of the Calcutta High Court in ***S.B.International Ltd. v. The Owners and Parties in Vessel M.T. Zaima Wavard [(1998) ILR 2 Cal 222]*** cited by the learned Advocate General in which the Calcutta High Court refused to accept Letters and Guarantees furnished by P & I Club to release vessel from arrest, holding that the Court is more concerned with the possibility as to what will happen if the P & Club does not

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pay up and in that event the plaintiff has to go abroad and that the very purpose of obtaining admiralty security, that the Plaintiff does not have to chase the ship, or the owners and parties interested in the ship, all over the world, would be defeated, because the plaintiff, even after winning the Admiralty Suit, would have to go to England to enforce the letter of security. I hold that the Letter of Undertaking from P & I Club cannot be accepted as the security for releasing the arrested vessel.

### **Conclusion**

63. In view of the above discussions and findings, the Order dated 07.07.2025 in I.A. No.1/2025 in the above Admiralty Suit arresting the Respondent No.1 is modified by substituting the security amount of **Rs.9,531 Crores** with **Rs.1,227.62 Crores**. The order of arrest against the Respondent No.1 Vessel shall be until **Rs.1,227.62 Crores** is deposited by the Respondent No.1 in this Court

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or until security for the said amount is furnished by the  
Respondent No.1 to the satisfaction of the Court.

Sd/-

**M A ABDUL HAKHIM, JUDGE**

jma/Shg



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**APPENDIX**

Ext.A1	Relevant page of the Ship profile of MV MSC AKITETA II-bearing IMO No.9220847 obtained from <a href="http://www.equasis.org">www.equasis.org</a>
Ext.A2	Relevant pages of the Ship Profile of MV MSC ELSA 3 (IMO No. 9123221) taken from the website <a href="https://www.equasis.org/">https://www.equasis.org/</a> .
Ext.A3	True copy of the cargo manifest of MSC Elsa 3 as received from Mercantile Marine Department, Kochi.
Ext.A4	A true copy of the Press Release by Ministry of Defence, posted on 26.05.2025 on "Oil Slick Detected after Liberian Container Vessel Sinks off Kerala Coast, ICG Leads Pollution response".
Ext.A5	A true copy of the list of Containers retrieved by the Plaintiff.
Ext.A6	Photographs of the Plastic Pellets and cotton balls, beached at Thiruvananthapuram, Kollam, Alappuzha, and Ernakulam.
Ext.A7	A copy of the specific advisories to fishermen by the Kerala State Disaster Management.
Ext.A8	A true copy of the G.O.(Ms)No.11/2025/DMD dated 29.05.2025 declaring the sinking of the Vessel MSC Elsa 3 as State Disaster.
Ext.A9	A true copy of GO (Rt) No. 371/2025/DMD dated 3-6-2025 ordering Interim cash relief assistance of Rs.1000/- to each fishermen family of Ernakulam, Alappuzha, Kollam and Thiruvananthapuram and 6 kg rice to each fishermen family.
Ext.A10	A true copy of the letter dated 01.07.2025 from the Divisional Forest Officer, Chalakkudy to the Director of Department of Environment and Climate Change regarding the report on Dolphin strandings at Munnakkal Beach, Azheekode Thrissur along with photographs of the carcass of Dolphins.
Ext.A11	A true copy of the SITREP dated 27.06.2025 available from the official website of the Kerala State Disaster Management authority.

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Ext.A12	A true copy of the GO (Rt) No.363/2025/DMD dated 30.05.2025 of the Disaster Management (A) Department.
Ext.A13	A true copy of the Notice dated 24.05.2025 from the Mercantile Marine Department; Kochi to the 2nd Defendant
Ext.A14	A true copy of the letter dated 26.05.2025 from Director General, India Coast Guard.
Ext.A15	A true copy of the notice under Section 356(J) of Merchant Shipping Act 1958 and Article 9 of the Nairobi International Convention on the Removal of Wrecks 2007, dated 30.05.2025 from Directorate General of Shipping.
Ext.A16	A true copy of the RBI Reference rate as on 30.06.2025.
Ext.A17	A true copy of the paper titled "Plastic Waste in Marine Environment; a review of sources, occurrence and effects", published in Journal of Science of the Total Environment.
Ext.A18	A true copy of the paper titled "EFFECT OF CALCIUM CARBIDE ON BIO-CHEMICAL PROPERTIES OF ROSY BARB, PETHIA CONCHONIUS (HAMILTON, 1822)" published in connect journals.
Ext.A19	A true copy of the paper titled "Maritime Pollution in the Indian Ocean after the MV X-Press Pearl accident", published in Journal of Marine Pollution Bulletin.
Ext.A20	A true copy of the CPCB's 2019 guideline titled "Determination of Environmental Compensation to be recovered for violation of Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016".
Ext.A21	A true copy of the report on the assessment of environmental compensation and remediation cost by the Director, Directorate of Environment and Climate Change, Government of Kerala.
Ext.A22	A true copy of the action taken by the Kerala State Pollution Control Board in view of the ship wreck incident.
Ext.A23	A true copy of the letter dated 26.06.2025 from the Chairman, Kerala State Pollution Control Board to the Special Secretary, Environmental Department with regard to their claim pursuant to

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	sinking of MSC Elsa 3.
Ext.A24	A true copy of the Minutes of Meeting dated 28/05/2025 by the Hon'ble Minister of Fisheries, Saji Cherian along with other dignitaries pursuant to sinking of MSC Elsa 3.
Ext.A25	A true copy of the study conducted by Centre for Aquatic Resource Management and Conservation, KUFOS on the subject MSC Elsa-3 Container mishap: Impact assessment studies - Fish eggs and larvae.
Ext.A26	A true copy letter dated 25.06.2025 from the Director of Fisheries to the Special Secretary to Environment with regard to their claim pursuant to sinking of MSC Elsa 3.
Ext.A27	Relevant page of the Company Profile of Elsa 3 Maritime INC taken from the website <a href="https://www.equasis.org/">https://www.equasis.org/</a> .
Ext.A28	Relevant page of the Company Profile of Chloe Navigation Ltd - LIB taken from the website <a href="https://www.equasis.org/">https://www.equasis.org/</a> .
Ext.A29	Relevant pages of the Ship Profile of MV MSC CAGLIARI IV (IMO No 9318187) taken from the website <a href="https://www.equasis.org">https://www.equasis.org</a>
Ext.A30	Relevant page of the Company profile of ALION MARITIME LTD-LIB, bearing IMO No.6233177 obtained from <a href="http://www.equasis.org">www.equasis.org</a>
Ext.A31	Relevant page of the Ship profile of MV MSC Melissa, bearing IMO No.9926918 obtained from <a href="http://www.equasis.org">www.equasis.org</a>
Ext.A32	Relevant page of the Company profile of AVANTAGE Enterprises INC, bearing IMO No.1977801 obtained from <a href="http://www.equasis.org">www.equasis.org</a>
Ext.A33	Relevant page of the Ship profile of MV MSC FLORA-bearing IMO No.9978937 obtained from <a href="http://www.equasis.org">www.equasis.org</a>
Ext.A34	Relevant page of the Ship profile of MV MSC MANASA F, bearing IMO No.9238882 obtained from <a href="http://www.equasis.org">www.equasis.org</a>
Ext.A35	Relevant page of the Ship profile of MV MSC AGRIGENTO-bearing IMO No.9618276 obtained from <a href="http://www.equasis.org">www.equasis.org</a>
Ext.A36	Relevant page of the Ship profile of MV MSC MICHELA-bearing IMO No.9720512 obtained from <a href="http://www.equasis.org">www.equasis.org</a>
Ext.A37	Relevant page of the Ship profile MV MSC KATIE-bearing IMO

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	No.946745718 obtained from <a href="http://www.equasis.org">www.equasis.org</a>
Ext.A38	Relevant page of the Ship profile of MV MSC SABRINA III-bearing IMO No.8714205 obtained from <a href="http://www.equasis.org">www.equasis.org</a>
Ext.A39	Relevant page of the Ship profile of MV MSC NAIROBI X-bearing IMO No.9605243 obtained from <a href="http://www.equasis.org">www.equasis.org</a>
Ext.A40	A copy of the Bills of Lading issued by 2nd Defendant to Consignees of various Containers on Board the Subject Vessel and the Arrival Notices issued by the 3rd Defendant, on behalf of the 2nd Defendant
Ext.A41	A copy of the Certificate of Entry issued by North Standard P&I, dated 07.02.2025, for the Subject Vessel
Ext.A42	Copy of Letter No. DFTVM/1759/2025-G2 dated 04.07.2025 of the Director of Fisheries addressed to the Special Secretary, Fisheries and Ports Department
Ext.A43	Copy of the Map demonstrating the location of the sunken Vessel, prepared by the GIS Lab, Directorate of Environment and Climate Change (DoECC) of the State
Ext.A44	Copy of the Map demonstrating the location of the retrieved containers prepared by the GIS Lab, Directorate of Environment and Climate Change (DoECC) of the State
Ext.A45	Copy of the Article on Environmental Implications of Oil Spills from Shipping Accidents by Justyna Rogowska and Jacek Namiesnik, Department of Analytical Chemistry, Chemical Faculty, Dansk University of Technology, Narutowicza, Poland, published in Reviews of of environmental contamination and toxicology volume 206, 2010: p. 95-114
Ext.A46	Copy of the Situation Report, SITREP-6 dated 28.05.2025
Ext.A47	Copy of the Situation Report, SITREP-42 dated 21.07.2025
Ext.A48	Copy of the details of sampling locations provided by KSPCB
Ext.A49	SIGNED COPY OF THE PRELIMINARY STUDY REPORT OF NIO TITLED CRUISEREPORT FORV SAGAR SAMPADA CRUISE NO. #SS419

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Ext.A50	AFFIDAVIT OF THE PROJECT LEADER OF NIO DATED 18.09.2025 PURSUANTTO PRELIMINARY STUDY REPORT OF NIO TITLED CRUISE REPORT - FORVSAGAR SAMPADA CRUISE NO. #SS419
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Ext.B1	A list of the containers on board the Vessel MSC Elsa 3
Ext.B2	- The dangerous cargo manifest dated 24.052025 for the Vessel MSC Elsa 3
Ext.B3	A copy of the bMC report dated 22nd June 2025
Ext.B4	A copy of the affidavit (without annexures) dated 18th June 2025 produced by the Union of India and the Directorate General of Shipping
Ext.B5	A copy of the affidavit (without Annexures) filed by KSPCB dated 30th June 2025
Ext.B6	A copy of the Certificate of Registry of the Defendant Vessel dated 16.05.2025
Ext.B7	A copy of the current Bareboat Charter for the Defendant Vessel dated 19.02.2025
Ext.B8	A copy of the Certificate of Registry of the Vessel Elsa 3 dated 28.02.2022
Ext.B9	A copy of the Bareboat Charter for Vessel Elsa 3 dated 01.01.2024
Ext.B10	A copy of the Certificate from the Flag State Authority- The Republic of Liberia dated 28th January 2025
Ext.B11	A copy of the Oil Recovery Plan dated 25.06.2025
Ext.B12	A copy of the press release published online by the Press Information Bureau ("PIB") titled "Financial Assistance to Fishing Communities in Kerala" and dated 22.07.2025
Ext.B13	A copy of the written reply to the Unstarred Question No. 357, pertaining to the Fisheries Crisis in Kerala, submitted by Shri George Kurian, Minister of State for Fisheries, Animal Husbandry and Dairying, in the Lok Sabha on 22.07.2025



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Ext.B14	A copy of the SITREP – 41 as published by the Directorate General of Shipping pertaining to the Sinking of MSC Elsa 3, dated 18.07.2025
Ext.B15	A copy of the State Plan, containing the budget outlay for Outside State Plan Schemes for Fisheries in the State of Kerala
Ext. B16	A true copy of the Sitrep 44 dated 5th August 2025
Ext.B17	A true copy of the Sitrep 45 dated 6th August 2025
Ext.B18	A copy of two-newspaper article dated 18 July and 25 June 2025
Ext.B19	A true copy of the Affidavit filed by the District Commander, Indian Coast Guard, in PIL 50 of 2025 filed on 05.07.2025

