



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 18-03-2026

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THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

A Nos. 1463 & 1464 of 2026

IN

C.S(COMM DIV) NO. 92 OF 2026

In both Applications

1. Ship Fuels & Trade DMCC
a company registered under laws of United Arab
Emirates having registered office at
Office No.3101, Jumeirah Bay Tower X2
Cluster X, Jumeriah Lakes Towers
Dubai United Arab Emirates
Represented by its authorized representative

2. Eurotrans Ltd
a company registered under laws of Russia
having registered office at PR. Obuhovskoy
Oborony, 271A, St. Petersburg, 192012, Russia
Represented by its authorized representative

..Applicant(s)/Plaintiffs

Vs

Owners and Parties interested in the Vessel
M/v ZHONG PENG YOU YI (IMO No.1016161)
a vessel flying the Republic of Panama Flag
together with her hull, tackle, engines, machinery,
boats, bunkers, equipment, paraphernalia and all
other appurtenances within the territorial waters
of India, and within the Admiralty Jurisdiction of this Court,
represented by its Master

...Respondent/Defendant

In both applications

For Applicant(s):

Mr. Prashanth Pratap, Senior Advocate, for
Mrs. Deepika Murali

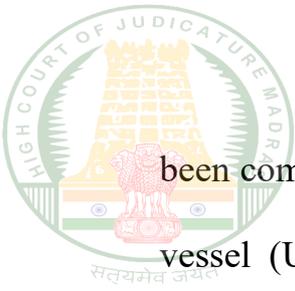


ORDER

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In an admiralty action *in rem* for recovery of a sum of USD 2,615,036.65 towards an alleged maritime claim, the plaintiffs seek security for such claim, including by arrest of the defendant vessel. The second plaintiff is a charterer in a Time Charter Party relating to the defendant vessel, which was previously named as “M/V HT INGOT”. Subsequently, the rights of the second plaintiff were assigned to the first plaintiff.

2. Learned senior counsel for the plaintiffs submits that the defendant vessel would be within the limits of the admiralty jurisdiction of this Court by now. He points out that the second plaintiff made a deposit of USD100,000 at the time of entering into the charter party and also made payments towards bunkers. After pointing out that the charter party was for a term of 12 + 3 months, he submitted that the vessel was used by the plaintiffs only up to 22.05.2024 and that 11 hire invoices relating thereto were paid by the plaintiffs. In the guise of carrying out repairs on the vessel, he submits that the vessel was moved to China and was unavailable to the plaintiffs thereafter. Consequently, he submits that the plaintiffs have a maritime claim in respect of the deposit, the price of bunkers on board as on 25.05.2024 and losses caused due to wrongful withdrawal. He also points out that such losses for wrongful withdrawal have



been computed at USD 1,730,025 by using the current hire charges for a similar vessel (USD 22,291 per day) in comparison to the hire charges as per the charter party (USD 16000 per day).

3. Considering the aforesaid, I am *prima facie* satisfied that the suit claim relates to a maritime claim as per the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017. It is also stated that the vessel is likely to sale out of the admiralty jurisdiction of this Court very soon.

4. Therefore, I direct that a warrant of arrest be issued in accordance with the Admiralty Rules of this Court in respect of the vessel M/V ZHONG PENG YOU YI (IMO No.1016161). Issue notice to the respondent returnable on 1 April 2026. Private notice is permitted. Both a copy of this order and the arrest warrant shall be issued before end of day. Counsel for the plaintiffs is permitted to notify this order to the Port authorities for compliance.

18-03-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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SENTHILKUMAR RAMAMOORTHY, J.

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**A Nos. 1463 & 1464 of 2026
IN
C.S(COMM DIV) NO. 92 OF 2021**

18-03-2026