IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/ADMIRALTY SUIT NO. 8 of 2026
With
CIVIL APPLICATION (OJ) (FOR DIRECTION) NO. 1 of 2026
In R/ADMIRALTY SUIT NO. 8 of 2026
With
CIVIL APPLICATION (OJ) (FOR ORDERS) NO. 2 of 2026
In R/ADMIRALTY SUIT NO. 8 of 2026
With
CIVIL APPLICATION (OJ) (FOR DIRECTION) NO. 3 of 2026
In R/ADMIRALTY SUIT NO. 8 of 2026
With
R/ADMIRALTY SUIT NO. 32 of 2026

FOR APPROVAL AND SIGNATURE:

HONOURABLE MR. JUSTICE NIKHIL S. KARIEL

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Approved for Reporting	Yes	No
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BSL MGC LIMITED & ANR.
Versus
MT ANAFI (IMO 9411733) & ANR.

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Appearance:

IN ADMIRALTY SUIT No.8 of 2026

MR HARIN RAVAL, SENIOR ADVOCATE
MS FERESHTE SETHNA, ADVOCATE
MR SALIL M THAKORE(5821, ADVOCATE
MR SIDDHARTH RAVAL, ADVOCATE
MS ADITI SHRIVASTAVA, ADVOCATE
MS SUSHMITA SINGH CHAUHAN, ADVOCATE
MR AKSHAT C MEHTA, ADVOCATE for the Plaintiff(s) No. 1,2

MR PRATHAMESH KAMAT, ADVOCATE
MR NAKUL JAIN, ADVOCATE
MS SMRITI A TRIPATHY(12564), ADVOCATE, for the Defendant(s) No. 1

MR. JAIMIN R DAVE(7022), ADVOCATE for the Defendant(s) No. 2
MS PAURAMI B. SHETH(841), ADVOCATE for the Defendant(s) No. 2

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MR RASHESH SANJANWALA, SENIOR ADVOCATE with MR SHASHVATA U SHUKLA, ADVOCATE

IN ADMIRALTY SUIT No.32 of 2026

MR PRATHAMESH KAMAT, ADVOCATE
MR NAKUL JAIN, ADVOCATE
MS SMRITI A TRIPATHY(12564), ADVOCATE for the Plaintiff(s) No. 1

MR HARIN RAVAL, SENIOR ADVOCATE
MS FERESHTE SETHNA, ADVOCATE
MR SALIL M THAKORE(5821), ADVOCATE
MR SIDDHARTH RAVAL, ADVOCATE
MS ADITI SHRIVASTAVA, ADVOCATE
MS SUSHMITA SINGH CHAUHAN, ADVOCATE
MR AKSHAT C MEHTA for the Defendant(s) No. 1,3

MR RASHESH SANJANWALA SENIOR ADVOCATE with MR SHASHVATA U SHUKLA, ADVOCATE

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CORAM:**HONOURABLE MR. JUSTICE NIKHIL S. KARIEL**

Date : 27/10/2026
COMMON ORAL JUDGMENT

1. Heard learned Counsels for the respective parties.

2. The present Admiralty Suits, concerning the same vessel ‘MT ANAFI (IMO 9411733)’ and whereas most of the parties being part of both the Admiralty Suits and the issues raised being intertwined, both the Admiralty Suits have been heard together and are being decided by this common decision.

3. The controversy in brief being that plaintiff No.1 of Admiralty Suit No. 8 of 2026 being the registered owner of defendant No.1 of the said

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suit, i.e. MT ANAFI, the vessel, and plaintiff No.2 being a bill of sale holder of the vessel and the provisional registration certificate holder for the vessel MT ANAFI, had sought for and had been granted an order of arrest of the very vessel MT ANAFI, have now sought for withdrawal of the Admiralty Suit.

4. As against the same, plaintiff of Admiralty Suit No. 32 of 2026 M/s ANAFI SME claims to be disponent owner of defendant No.1 vessel, i.e. MT ANAFI by virtue of a bare boat charter party in favour of one M/s Eletson Gas, who had given their no objection to the plaintiff to deploy the vessel ANAFI on time charter to M/s Indian Oil Corporation Limited and who claim that defendants No.1 and 2 of the Suit, i.e. plaintiffs of Admiralty Suit No. 8 of 2026, have through their actions as registered owners had breached terms of the bare boat charter party including an irrevocable purchase option under the said charter party to purchase the vessel ANAFI exercised by M/s Eletson Gas, have caused loss of USD 47,21,420 along with interest thereupon and have sought for arrest of the vessel ANAFI and for sale of the said vessel for realizing the claim of the plaintiff.

4.1 While the above appears to be the ostensible cause for filing of the Admiralty Suits and the later change of stand, yet, the issue which has

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been argued in excruciating detail by the learned Counsels for both the sides is as regards the legal status of plaintiff of Admiralty Suit No. 32 of 2026, ANAFI SME, and the right of the majority shareholders of M/s ANAFI SME represented by one Ms. Laskarina Karastamati, more particularly the material being relied upon consisting of judgments passed by various Courts of foreign jurisdiction as well as the Bombay High Court and also of Arbitrators in foreign jurisdiction.

5. At the outset, this Court would seek to enumerate the facts in its chronology inasmuch as, the facts leading to filing of Admiralty Suit No.8 of 2026 and later on, the facts leading to filing of Admiralty Suit No. 32 of 2026. It would also be profitable to observe here that since there are two different suits, where status of the parties have changed, the parties will be referred to by their actual names and whereas for the sake of better appreciation, a chart showing the title of Admiralty Suit No. 8 of 2026 and Admiralty Suit No. 32 of 2026 would precede the actual recitation of the facts as hereinbelow.

ADMIRALTY SUIT NO. 8 of 2026	
Plaintiff No.1 : Plaintiff No.2 :	BSL MGC LIMITED ANIVUS I SHIPPING COMPANY

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Defendant No. 1 : Defendant No. 2 :	MT ANAFI (IMO 9411733) GEORGIOS SKRIMIZEAS
ADMIRALTY SUIT NO. 32 of 2026	
Plaintiff : Defendant No.1 : Defendant No.2 : Defendant No. 3 :	ANAFI SPECIAL MARITIME ENTERPRISES MT ANAFI (IMO-9411733) BSL MGC LIMITED ANIVUS I SHIPPING COMPANY

Brief Facts of Admiralty Suit No. 8 of 2026 :

6. Plaintiff No.1 of the present suit is a company incorporated under the laws of Isle of Man being the registered owner of vessel MT ANAFI – defendant No.1, which was registered in the Greek Flag Registry. The plaintiff No.1 is mentioned as the registered owner of the vessel ANAFI in the Equasis ship folder from 18.05.2018. Plaintiff No.2 is a company registered under the laws of Liberia and is the current owner of the vessel MT ANAFI, defendant No.1 in the suit, purchased through bill of sale dated 01.08.2025. The plaintiff No.1 - BSL MGC Limited has a provisional registration certificate for the vessel in the Liberian Flag Registry. The defendant No.2 of the Admiralty Suit is one Mr. Georgios Skrimizeas, master of the ship.

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6.1 The plaintiffs had filed the said Admiralty Suit under Section 4(1)(a) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 inter alia seeking a decree in favour of the plaintiff No.2 and against the defendant No.2 for loss of charter higher and to hold that all acts done by the defendant No.2 after 31.07.2025 would be at the sole risk and liability of the defendant No.2. Various other incidental and ancillary prayers have also been sought for. The prayers had been sought in context of a contention that the plaintiff No.1 had entered into a bare boat charter party agreement dated 24.05.2018 with one M/s Eletson Gas LLC for a period of seven years. As per the terms of the charter party, the defendant No.2 was appointed as a master/captain of the defendant No.1 vessel till 31.07.2025. It was the case of the plaintiff No.1 that upon the period of charter party coming to an end, the defendant No.1 vessel was required to be handed over to the plaintiff No.1. It is alleged that the defendant No.2 had failed to handover possession of the vessel ANAFI to the plaintiff No.1 after 31.07.2025 without any legal right or authorization. It is the case of the plaintiff No.1 that they had appointed one M/s International Tankers Management Greece Limited, 'ITM' in short, as the new shipping manager of vessel ANAFI. The same was communicated and filed with the Ministry of Shipping, Greece. It is contended in that regard that an email had been sent to the defendant

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No.2 as regards the vessel owners having appointed M/s ITM and therefore, the defendant No.2 was to disembark from the defendant No.1 vessel ANAFI and cooperate for on boarding of the new crew. It is contended that since no response had been received from the defendant No.2, again an email had been written to the defendant No.2 on 29.09.2025 reiterating the above and further, it was informed that any failure by defendant No.2 would result in the action of the defendant No.2 being reported to appropriate Maritime Judicial/Prosecuting Authority.

6.2 It is contended that the bare boat charter party had expired on 31.07.2025, and whereafter the defendant No.1 vessel ANAFI had been sold by the plaintiff No.1 to the plaintiff No.2 and whereas change of ownership had been registered with competent authorities and whereas the Liberian Government had also issued provisional certificate of registration. It is also stated that the change of ownership had also been acknowledged by Lloyd's Intelligence Report, which is an internationally accepted authoritative source with regard to worldwide vessels. It is also contended that the plaintiff was issued with a notice of termination dated 23.12.2025 by the defendant No.1 vessel ANAFI's Protection and Indemnity Club, i.e. M/s North Standard instructing that the vessels P & I cover will expire with effect from 24.01.2026.

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6.3 It appears that M/s Eletson Gas LLC, i.e. the bare boat charterer from the plaintiff No.1 had also through their Director Mr. Mark Lichtenstein had affirmed that the said company had not instructed the defendant No.2 to perform duties as master of vessel ANAFI following the expiry of the bare boat charter party on 31.07.2025. That there is no contract or agreement, written or oral, appointing or engaging the defendant No.2 as master of vessel after expiry of charter party. That the relationship of the company i.e. M/s Eletson Gas LLC ceased immediately on expiry of the charter party and that they have no objection to the vessel being redelivered to its owner i.e. the plaintiff No.1 etc. The said witness statement dated 08.01.2026 is also being relied upon. It is in this context that the plaintiffs had preferred the Admiralty Suit and whereas vide an order dated 24.01.2026, a learned Co-ordinate Bench of this Court had issued an order to arrest the vessel MT ANAFI which was at that time docked at Kandla Port and continues to do so.

6.4 It appears that the plaintiffs had thereafter preferred an application for direction being OJCA (For Direction) No. 1 of 2026 inter alia contending that pursuant to the order of arrest, the crew on behalf of the plaintiffs had boarded the defendant No.1 vessel ANAFI for the purpose of securing, safeguarding and maintaining the vessel and whereas it was

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further contended that the defendant No.2 - GEORGIOS SKRIMIZEAS had no authority to act as a captain of the vessel or remain on board, and therefore, a prayer had been sought to direct the said defendant No.2 to disembark from defendant No.1 MT ANAFI. It was further prayed that the defendant No.2 may be directed not to obstruct, interfere or hinder with the plaintiff and/or its crew in exercising possession, control and management of opponent No.1 vessel. It appears that a reply had been filed in the civil application and whereas the reply appears to have been filed ostensibly on behalf of the defendants, wherein it was contended that one ANAFI SPECIAL MARITIME ENTERPRISES hereinafter referred to as "ANAFI SME" - plaintiff of Admiralty Suit No. 32 of 2026, a company incorporated in Greece was the disponent owner of the defendant No.1 MT ANAFI and was in lawful possession of the said vessel and whereas prayers of the Civil Application were opposed.

6.5 It appears that vide an order dated 30.01.2026, the learned Co-ordinate Bench had inter alia recorded statement of the learned Counsels appearing on behalf of the plaintiffs that while they would want time to file a rejoinder to the reply without prejudice to their rights and contentions, the representations of the plaintiffs would disembark from the vessel by 31.01.2026.

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6.6 It would appear that an application for orders titled as OJCA No. 2 of 2026 has been ostensibly filed by defendants No. 1 and 2 inter alia seeking for vacating or recalling ex-parte interim order dated 24.01.2026 and to direct the plaintiffs and the Port and the Custom Authorities at Dindayal Port, Kandla, to ensure that the crew on behalf of the plaintiffs, who had boarded the vessel be directed to disembark immediately. A further prayer had been sought for against the Port and Custom Authorities at the Port in question not to allow any persons acting on behalf of the plaintiffs to board the defendant vessel MT ANAFI without permission of this Court. It appears that no orders have been passed specifically in the said Civil Application.

6.7 It further appears that another application being OJCA No. 3 of 2026 had been filed again ostensibly on behalf of the defendants No. 1 and 2 also inter alia seeking for vacating ex-parte interim order dated 24.01.2026 and further praying that the plaintiffs may be directed to furnish security under Section 11 of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 to the extent of USD 7,53,570 per month towards losses and damages suffered by defendant No.1.

7. The word ‘ostensibly’ having been used to signify that the reply filed in OJCA No. 1 of 2026, OJCA No. 2 of 2026 and OJCA No. 3 of

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2026, though purportedly filed on behalf of the defendants No. 1 and 2, on a closer scrutiny reveal that the Civil Applications preferred on behalf of the ANAFI SME, who claims the disponent owner of the vessel MT ANAFI.

8. It appears that while the Admiralty Suit No. 8 of 2026 was pending consideration of this Court, Admiralty Suit No. 32 of 2026 had been filed by the M/s ANAFI SME, which had been registered as such on 17.04.2026.

Brief Facts of Admiralty Suit No. 32/2026 :

9. It would appear that upon the Admiralty Suit No. 32 of 2026 being filed, an objection had been submitted to the Registrar General of this Court by one Sabindar Kumar claiming to be constituted attorney appointed by liquidators of ANAFI SME through learned Advocate Shashvata U. Shukla, wherein it was contended that though the suit was purportedly instituted by ANAFI SME through one Mr. Raju Desai as constituted attorney, yet, the Ministry of Shipping and Island Policy of the Hellenic Republic, were ANAFI SME has been registered, more particularly in the Municipality of Piraeus, certifying that the company ANAFI SME, had been incorporated on 24.05.2018 and in accordance

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with Article 23(c) of Articles of Association and clause 16(e) of the above mentioned Act of Approval, the company i.e. ANAFI SME was dissolved *ipso jure* on 25.05.2023. It was further informed that vide Minutes of Meeting of the sole shareholder of ANAFI SME dated 21.04.2026 duly signed by the Board of Directors of M/s Eletson Gas LLC, which was the sole shareholder of the plaintiff ANAFI SME, appointed Mr. Kilian Georges Papadimitriou and Ms. Olga Nikolaidi as liquidators of the plaintiff and had also appointed Mr. Sabindra Kumar as constituted attorney of the plaintiff to duly appoint lawyers to represent the interests of the plaintiff in the present proceedings before this Court, more particularly instructing to forthwith withdraw the Admiralty Suit No. 32 of 2026 and to revoke purported power of attorney etc. on behalf of plaintiff to Mr. Raju Desai. The said note along with its annexures had been placed on record of this Court.

9.1. It also appears that the learned Advocates appearing on behalf of the plaintiffs had thereafter withdrawn their appearance for M/s ANAFI SME as plaintiff in Admiralty Suit No. 32 of 2026.

10. On the other hand, insofar as the Admiralty Suit No. 8 of 2026 was concerned, one Mr. Ketan Manojkumar Chhatbar as constituted attorney of the plaintiffs had filed an affidavit under Order 23 Rule 1 of the Code

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of Civil Procedure seeking for permission to unconditionally withdraw the Admiralty Suit No. 8 of 2026. It also appears that the learned Advocates hitherto entered their appearance for the defendants No. 1 and 2, had sought to retire from the Admiralty Suit inter alia stating that the registered owner of the vessel, having served affidavit in Admiralty Suit No. 32 of 2026 which contains two orders of dated 22.09.2025 and 31.10.2025 by the United States Bankruptcy Court, Southern District of New york, in Case No. 23-10322 had obtained independent legal advise from the United States and had declared their inability to appearing on behalf of M/s ANAFI SME.

11. It needs to be mentioned here that vide an order dated 12.06.2026, this Court had inter alia recorded that learned counsels appearing on behalf of the plaintiffs in Admiralty Suit No. 8 of 2026 and learned counsels appearing for the plaintiffs in Admiralty Suit No. 32 of 2026, had sought for permission to withdraw the Admiralty Suits whereas, at that stage, another set of learned counsels had intervened inter alia contending that they had instructions to appear on behalf of M/s ANAFI SME, who hereinbefore had been represented by a different set of counsels. It was also recorded that the submission that M/s ANAFI SME, be permitted to appear through a different set of lawyers had been

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opposed by the learned Counsels appearing for the plaintiffs in Admiralty Suit No. 08 of 2026 and learned Counsels appointed by the liquidators of M/s ANAFI SME appearing for the plaintiff ANAFI SME in Admiralty Suit No. 32.

11.1 It appears that since diametrically opposing submissions had been made as regards permission to appear, and whereas since the Court was not clear as to who could be the right set of counsels permitted to appear on behalf of the ANAFI, this Court had directed the intervening set of counsels to ensure that the person claiming to be authorized representative of M/s ANAFI AME Ms. Laskarina Karastamati to ensure to deposit an amount of USD 20,000/- with the Registry of this Court, i.e. an amount of USD 10,000/- per Admiralty Suit with an express observation that in case the person concerned could not establish her right to act as an authorized person for M/s ANAFI SME, then in addition to the amount being forfeited, further orders would also be passed.

12. Upon the said amount being deposited, this Court had heard the learned Counsels for the parties at length. Learned Senior Advocate Mr. Harin Raval, assisted by learned Advocates Ms. Fereshte Sethna and Mr. Salil Thakore, has made submissions on behalf of the plaintiffs of Admiralty Suit No. 8 of 2026. Learned Advocate Mr. Rashesh

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Sanjanwala, assisted by learned Advocate Mr. Shashvata Shukla, has made submissions for the purported liquidators of M/s ANAFI SME. Learned Advocate Mr. Prathamesh Kamat assisted by learned Advocates Mr. Nakul Jain and Ms. Smriti Tripathy, has made submissions on behalf of M/s ANAFI SME.

13. The learned Counsels appearing for the parties have made submissions on various different aspects. The parties have also taken this Court through the multitude of litigation between the parties before various foreign Courts, foreign Arbitral Tribunals and before the Hon'ble Bombay High Court. The parties have also relied upon judgments of the Hon'ble Apex Court in support of their submissions.

Submissions on issues formulated by the learned Counsels :

14. Whether the ANAFI SME could have instituted the Admiralty Suit No. 32 of 2026.

14.1 In this regard, learned Senior Counsel Mr. Harin Raval would refer to a Certificate issued by the Hellenic Republic, Ministry of Shipping and Island Policy dated 04.03.2026 and would submit that as per the said certificate, ANAFI SME stood dissolved *ipso jure* on 25.05.2023 upon expiry of five years after it ceased to own a vessel. Learned Senior

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Counsel would submit that the certificate inter alia states that the ANAFI SME was registered in the Books of Registry of Maritime Companies of Law on 24.02.2009. The certificate also states that the Piraeus Central Harbour Master's Office through the Ships' and Maritime Mortgage Registries' Division had issued a document whereby it is stated that the company has ceased to have in its ownership a ship since 24.05.2018 and in accordance with Article 23 Para (c) of the Articles of Association and Para (e) of clause 16 of the Act of Approval issued by the Ministry for Economy, Finance and Mercantile Marine, the company stood dissolved by operation of law. Learned Senior Advocate would submit that the certificate issued by the Ministry of Shipping and Island Policy of the Hellenic Republic, clearly points out to the fact that the company was no more in existence.

14.2 It is further submitted that the Articles of Association of ANAFI SME, which was not placed on record at the time of filing of the plaint of Admiralty Suit No. 32 of 2026, require prior approval of shareholders for institution of any suit for claims beyond USD 1,00,000. It is submitted that no shareholders' resolution is produced.

14.3 It is further submitted that since the required approval by the shareholders was not available and thus not placed on record, therefore

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the suit is bound to be treated as a suit instituted by Ms. Laskarina Karastamati, who lacks authority to represent ANAFI SME as she is not a shareholder of ANAFI SME.

15. Learned Senior Advocate Mr. R.S. Sanjanwala for the liquidators of ANAFI SME has supported the submissions made by learned Senior Advocate Mr. Raval and would submit that Ms. Laskarina Karastamati was only a former (indirect) shareholder of ANAFI SME and whereas ANAFI SME as per the certificate issued by the Ministry of Shipping and Island Policy of the Hellenic Republic stood dissolved *ipso jure*.

16. As against the same, it has been contended by learned Advocate Mr. Prathamesh Kamat for M/s ANAFI SME that the Ministry of Shipping, Greece vide letter dated 05.05.2025 has clarified that it has no record of any minutes filed with it, evidencing liquidation of ANAFI SME. The Ministry has also clarified that liquidation of an entity in Greece can only be through orders of the Court and whereas there are no such orders.

16.1 Learned Advocate Mr. Kamat would further submit that Article 12 of Articles of Association of ANAFI SME recognizes the powers and competence of the Board of Directors. It is submitted that the said Article

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confers absolute power into the Board of Directors to commence litigation and represent the plaintiff before all Courts whether Greece or abroad. It also empowers the Board of Directors to commence all actions for and on behalf of the company. It is submitted that in an affidavit dated 15.06.2026, Ms. Laskarina Karastamati had relied upon a Board Resolution dated 11.06.2026 which empowers ANAFI to pursue legal proceedings in India. Learned Advocate would submit that the plaintiff ANAFI SME through Ms. Laskarina Karastamati was empowered and authorized to file the Admiralty Suit.

17. Whether ANAFI SME is under liquidation and whether the liquidators of ANAFI SME are appointed as per appropriate legal process.

17.1 Learned Senior Advocate Mr. Raval in this connection would draw the attention of this Court to the Shareholding Structure of M/s Eletson Holdings Inc. and would submit that ANAFI SME is a 100% owned downstream/subsidiary company of M/s Eletson Gas LLC, which is a company incorporated in Monrovia, Liberia. Learned Senior Advocate would submit that M/s. Eletson Holdings is the sole shareholder of M/s ANAFI SME and whereas in exercise of the paramount authority and absolute prerogative vested under the Articles of Association, have vide

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Board Resolution dated 21.04.2026, appointed liquidators who are under a mandate to withdraw the Admiralty Suit No. 32 of 2026. Learned Senior Advocate would submit that Article 13(f) of the Articles of Association permit the shareholders' meeting which is the company's highest body to appoint liquidators etc. It is submitted that it is in exercise of such powers that the shareholders i.e. the Board of Directors of M/s Eletson Holdings Inc. have decided to liquidate M/s ANAFI SME and whereas as per the Articles of Association, the Resolution is legal and valid and upon appointment of liquidators, M/s. ANAFI SME could not be legally represented through anyone but the liquidators.

18. Learned Senior Advocate Mr. Sanjanwala has supported the submissions made be learned Senior Advocate Mr. Raval and would submit that shareholders acting within the authority granted to them by the Articles of Association, and having taken a decision to liquidate ANAFI SME and to appoint liquidators, unless the same could be controverted by a legally binding order, a former director of ANAFI SME could not have the power and authority to represent ANAFI SME, as against the liquidators being the persons authorized to represent the company in question.

19. These submissions are vehemently opposed by learned Advocate

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Mr. Kamat, who would submit that the certificate issued by the Ministry of Shipping, Greece vide letter dated 05.05.2025 clarifies that there are no record of any minutes filed with it, evidencing liquidation of ANAFI SME. The Ministry also clarifies that liquidation of an entity in Greece could only be through orders of the Court and that there is no such orders. Learned Advocate would therefore submit that there is no material to show that the the company is under liquidation or liquidated under the laws applicable in Greece, and hence, it could not be stated that the company is under liquidation or the liquidators are validly appointed.

20. Notwithstanding the contention as regards M/s ANAFI SME is under liquidation, whether M/s ANAFI SME had any right independently to file the Admiralty Suit.

20.1 In this regard, learned Senior Advocate Mr. Harin Raval would submit that the Admiralty Suit No. 32 of 2026, has been preferred on the strength of a contention that the plaintiff of Admiralty Suit No. 8 of 2026 - BSL MGC LIMITED, was registered owner of the vessel MT ANAFI and had entered into a bare boat charter party agreement with M/s Eletson Gas LLC to charter the vessel to M/s Eletson Gas LLC for a period of seven years. Clause 47 of the bare boat charter party gives an option to bare boat charterer to purchase the vessel from the registered

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owners on the purchase option date for the purchase price option. The purchase option notice was to be given in advance to the owners at least 90 days before the purchase option date and once purchase option is exercised, the same is irrevocable and cannot be withdrawn. It is averred in the plaint that the purchase option had been exercised by M/s Eletson Gas represented by Kertiskoff Group, which has an on going dispute as regards the control of M/s Eletson Gas with the Adam Spears Group and the said purchase price option dated 24.02.2025 under Clause 47 of the bare boat charterer party remains valid and subsisting till date. It is submitted that while M/s Eletson Gas continues to be the bare boat charterer of the vessel MT ANAFI, under the bare boat charter party, it had given its no objection to deployment of the vessel by ANAFI SME, Greece to the Indian Oil Corporation Limited (IOCL) under a time charter arrangement. It is submitted by learned Senior Advocate Mr. Raval that the case attempted to be establish before this Court being that the ANAFI SME, under instructions and no objection of M/s Eletson Gas LLC, was deploying the vessel, M/s Eletson Gas being the bare boat charterer, who had exercised an irrevocable purchase option and whereas it was under such circumstances that the suit had been preferred against the defendants, i.e. BSL MGC LIMITED and ANIVUS I SHIPPING COMPANY, which were plaintiffs of Admiralty Suit No. 8 of 2026 being

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the registered owners of the vessel for loss of charter hire under the IOCL time charter party. It is submitted by learned Senior Advocate Mr. Raval that the averments and submissions are absolutely without any basis. It is submitted that the BSL MGC LIMITED and two others companies namely HSL MGC Limited and Neon Limited had initiated an arbitration proceeding pursuant to Clause 30 of the bare boat charter party inter alia on the ground that two groups of individuals namely Kertiskoff Group comprising of Mr. Vassilis Kertiskoff and Ms. Laskarina Karastamati and Adam Spears Group comprising of Mr. Adam Spears, Mr. Mark Lichtenstein, Mr. Eliyahu Hasset, Mr. Joshhu Fenttiman and Mr. Leonard Hoskinson had served purchase price option notices on behalf of the M/s Eletson Gas LLC with regard to vessel MT ANAFI. The BSL MGC LIMITED, the claimant, not knowing which of the two sets of purchase option notices was valid, had initiated an arbitration, which was as per the bare boat charter party, governed in accordance with the English law in accordance with Arbitration Act, 1996, to be conducted by London Maritime Arbitrators Association. The claimant BSL MGC LIMITED having appointed Sir Stepehn Tomlinson as arbitrator, the Kertiskoff Group had appointed Mr. Luke Parsons KC as arbitrator on behalf of the respondent. On the other hand, the Spears Group had also appointed Sir Jeremy Cooke as arbitrator. It is submitted that since an issue of

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jurisdiction had arisen, both the groups Kertiskoff Group and the Spears Group had consented to submit an application to the Court under Section 32 of the Arbitration Act, 1996 and whereas the said application had been numbered as Case No. CL-2025-000142 and heard by the High Court of England and Wales, Commercial Court (KBD). It is submitted that the High Court of England and Wales by its judgment dated 14.07.2025 had inter alia held that the members of the Spears Group as being Directors of the respondent i.e. Eletson Gas LLC. That Mr. Hoskinson, was the CEO and sole duly appointed officer of Eletson Gas LLC. Mr. Kertiskoff and Ms. Karastamati had been validly removed as Officers of Eletson Gas LLC and have no authority to act for it. The arbitrator appointed by the Kertiskoff Group Mr. Luke Parsons KC was declared as not being part of the Tribunal. Learned Senior Advocate would submit that the Arbitral Tribunal vide final partial award by consent dated 25.07.2025 had inter alia held that Mr. Leonard Hoskinson was authorized on behalf of Eletson Gas LLC to sign the Purchase Option Exercise Notices for vessel MT ANAFI on 24.02.2025 and the same had been validly served on the respondent in accordance with the requirements of Clause 47(A) of the bare boat charter agreement. It was further declared that the claimants are entitled to negotiate and enter into a Purchase Option MOA as per Clause 47(C) of the bare boat charter agreement and transfer title of the vessels

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to the respondent pursuant to terms of Purchase Option. It was also declared that Purchase Option in respect of vessels would take place only if Purchase Option MOA is agreed and signed by the parties and completion including all sum dues to the claimants from the respondent are paid and discharged by 23 : 59 (Hours) on 31.07.2025.

20.2 Learned Senior Advocate would further submit that the Arbitral Tribunal had declared second final partial award by consent on 13.10.2025, whereby the Tribunal with consent of parties had declared that the bare boat charter party with respect to MT ANAFI as having expired and the title of the vessel would remain with the claimant, i.e. BSL MGC LIMITED without any further obligation to transfer the same to the respondent, i.e. Eletson Gas LLC. Learned Senior Advocate would further rely upon certificate of finality of arbitration award for enforcement issued under Section 58 of the Arbitration Act, 1996. The certificate inter alia states that the since the award is not subject of any challenge in appeal or review in accordance with the Arbitration Act and since time for such challenge has expired, the award has become final and binding between the parties. It is submitted that certificate for the first partial award dated 25.07.2025 had been issued on 14.10.2025 and certificate for the second partial award dated 13.10.2025 had been issued

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on 25.11.2025.

20.3 Learned Senior Advocate would submit that neither the decision of the High Court of England and Wales, whereby the Adam Spears Group had been recognized as Directors of M/s Eletson Gas LLC and which also held that Mr. Vassilis Kertiskoff and Ms. Laskarina Karastamati have been removed as officers of the M/s Eletson Gas LLC has been challenged and as noticed hereinabove, nor the awards had been challenged. It is submitted that under such circumstances, the principal ground on which the Admiralty Suit had been preferred is that M/s Eletson Gas LLC being the bare boat charterer of vessel MT ANAFI from M/s BSL MGC and the charter party envisaging a purchase option, which if exercised is final and binding and the Kertiskoff Group on behalf of the M/s Eletson Gas LLC having exercised the option on 24.02.2025, and since the Kertiskoff Group had also given its no objection on behalf of M/s Eletson Gas LLC to M/s ANAFI SME to deploy the vessel MT ANAFI, to IOCL on time charter party is not legally valid ground and as such on the date of filing of the Admiralty Suit i.e. 17.04.2026, also such ground not being available, the plaintiff ANAFI SME had no right whatsoever to file the Admiralty Suit.

21. Learned Senior Advocate Mr. Sanjanwala has supported the

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submissions made by learned Senior Advocate Mr. Raval.

22. Against the same, the submissions made by learned Senior Advocate Mr. Raval have been opposed by learned Advocate Mr. Kamat, who would submit that neither would the decisions of the arbitrators have any bearing on the present Admiralty Suits nor the same should be relied upon since the final award of the arbitrators clearly reflect a collusive arrangement between the parties. Learned Advocate would submit that M/s ANAFI SME, was not a party to the arbitral proceedings and whereas under such circumstances, the decision of the arbitrators would not be binding on ANAFI SME. It is submitted that in essence both the claimants and the respondents barring the Kertiskoff Group, were the same. It is submitted that Mr. Leonard Hoskinson was a respondent before the High Court of England and Wales as a part of the Adam Spears Group and whereas Mr. Hoskinson was Director of the claimant company i.e. M/s BSL MGC. It is submitted that in essence, both the claimant and the respondent in the arbitral proceedings were the Adam Spears Group and whereas the said aspect may be taken into consideration by this Court.

23. At this stage, it would be pertinent to refer that both set of Counsels have made submissions on certain collateral proceedings

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including a JAMS (Judicial Arbitration and Mediation Services) initiated by M/s Eletson Holdings, Inc and Eletson Corporation against Levona Holdings Ltd., where an award had been published by the sole arbitrator Justice Ariel Belen on 29.09.2023, which award had been set aside by United States District Court, Southern District of New York. Orders passed by the United States Bankruptcy Court, Southern District of New York dated 25.10.2024 and 04.11.2024 with regard to plans of reorganization by the debtors and the holders. Decision of the Athens Court of First Instance dated 03.07.2025, whereby the orders of United States Bankruptcy Court were not recognized since the same would be contrary to national public policy since the order was with regard to a group bankruptcy proceedings. Reference is also made to an order passed by the Hon'ble High Court of Bombay in Commercial Suit (L) No. 34506 of 2025 dated 17.12.2025, whereby the Bombay High Court had rejected an application for interim relief in an interpleader suit filed by the IOCL against ANAFI SME, Eletson GAS LLC, Eletson Holdings, Inc. and BSL MGC etc. and had also declared that the IOCL did not have any lis for maintaining the interpleader suit.

24. Parties have also relied upon decision of the Court of the First Instance of Piraeus dated 26.01.2026. The proceedings was initiated by a

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maritime company named Anafi I Maritime Company and few other companies, all being controlled by the Kertiskoff Group against M/s BSL MGC, Neon Limited, HSL MGC. The said decision which was in an injunction proceedings commenced at the instance of former Greek interests of M/s Eletson Holdings, Inc. and whereas the Court concerned had inter alia held that there was no cause for granting an interim injunction. It would appear in this regard that the proceedings had been initiated with regard to the purchase exercise option under Clause 47 of the bare boat charter between M/s BSL MGL and Eletson Gas, yet, since the copy produced does not appear to be the entire translation of the order, this Court does not comment anything further thereupon.

25. Reference is also made to an arbitration award between one SYMI II Special Maritime Enterprise and EMC Gas Corporation as well as EMC Investment Corporation conducted in accordance with Landon Maritime Arbitrators Association under the Arbitration Act, 1996 (the English Act) between Spears Group and the Kertiskoff Group, wherein it was held that the Spears Group have right to represent the respondents.

26. Learned Counsels for the parties have also referred to decisions of the Hon’ble Supreme Court in the following cases :

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(i) Anil Kumar Singh Vs. Vijay Pal Singh, reported in (2018) 12 SCC 584; (ii) Anurag Mittal Vs. Shaily Mittal, reported in (2018) 9 SCC 691; (iii) Dahiben Vs. Arvindbhai Kalyanji Bhanushali reported in (2020) 7 SCC 366; (iv) H.N. Jaggannath Vs. State of Karnataka, reported in (2018) 11 SCC 104 (v) K.S. Bhoopaty Vs. Kokila, reported in (2000) 5 SCC 458 (vi) K.K. Modi Vs. K.N. Modi, reported in (1998) 3 SCC 573; (vii) Nagraj V. Mylandla Vs. PI Opportunities Fund and Others, reported in 2026 SCC Online SC 1218; (viii) Ram Saran Vs. Smt. Ganga Devi, reported in (1973) 2 SCC 60; (ix) S.P. Chengalvaraya Naidu Vs. Jagannath, reported in (1994) 1 SCC 1, (x) Sharda Sangi Vs. Asha Agarwal, reported in 2026 SCC Online SC 480; (xi) State of West Bengal Vs. Union of India, reported in (2024) 8 SCC 767; (xii) Hari Shanker Jain Vs. Sonia Gandhi, reported in (2001) 8 SCC 233; (xiii) National Agricultural Cooperative Marketing Federation of India Vs. Alimenta SA, reported in (2020) 19 SCC 260.

26.1 Learned Counsels for the parties have also referred to decisions of this Court and the Bombay High Court in the following cases :

(i) Jaman Shamji Fadau Vs. Sadik Mahmad Sidik in Civil Revision Application No. 345 of 2018 decision dated 12.012023; (ii) Vijay J. Gadhvi Vs. State of Gujarat, reported in 1988 SCC Online Guj 150; and

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(iii) decision of the Bombay High Court in case of SNP Shipping Services Pvt. Ltd. Vs. Kara Mara Shipping Co. Ltd., reported in 2000 (1) Mh. LJ 699.

27. Having heard the learned Counsels for the contesting parties extensively and having analyzed the record placed, this Court is of the considered opinion that most of the decisions of foreign Courts and Arbitral Tribunals, which have not being extensively referred hereinabove as well as the decisions of the Hon'ble Supreme Court as well as this Court and the Bombay High Court, are not required to be analyzed, since the decisions of the foreign Courts and the Arbitral Tribunals have been referred in the perspective of the larger dispute between the parties with regard to taking over control of M/s Eletson Holdings and Eletson Gas, being played out in the foreign jurisdictions between the Kertiskoff Group and the Spears Group, the decisions of the Hon'ble Supreme Court as well as this Court and the Bombay High Court are also placed in reliance of the submissions with regard to the said issue.

28. As against the same, this Court is of the considered opinion that only the following four questions/issues, which are the relevant aspects, require to be considered for deciding the present Admiralty Suits namely :

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(i) Whether the plaintiffs of Admiralty Suit No. 8 of 2026 are entitled to withdraw the suit unconditionally;

(ii) Whether the plaintiff of Admiralty Suit No. 32 of 2026 M/s ANAFI SME, could have instituted the Admiralty Suit or whether the ANAFI SME is under liquidation and consequently whether the liquidators would be entitled to seek withdrawal of the Admiralty Suit;

(iii) Whether the plaintiff of Admiralty Suit No. 32 of 2026, ANAFI SME, is able to establish a maritime claim for loss of charter hire under the IOCL time charter party and for security of such maritime claim whether vessel MT ANAFI is required to be arrested.

(iv) Whether the plaintiff of Admiralty Suit No. 32 of 2026, M/s ANAFI SME, is entitled for possession and control of defendant No.1 vessel MT ANAFI.

29. The questions are answered as herein below :

Issue No. 1 :

30. Admiralty Suit No. 8 of 2026 was preferred by the plaintiff BSL MGC, who were the registered owner of vessel MT ANAFI and ANIVUS I SHIPPING COMPANY, which had purchased the vessel from the

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plaintiff No.1 through a bill of sale dated 01.08.2025 and was having a provisional registration certificate for the vessel in the Liberian Flag Registry. The case of the plaintiffs being that the plaintiff No.1 had entered into a charter party agreement on 24.05.2018 with M/s Eletson Gas LLC for a period of seven years which had come to an end on 31.07.2025, whereafter the vessel was required to be handed over to the plaintiff. It appears that basis the contentions, a learned Co-ordinate Bench vide an order dated 24.01.2026, had directed arrest of defendant No. 1 vessel MT ANAFI and whereas as noticed hereinabove, the vessel still continues to remain arrested.

30.1 After the arrest, applications for vacating interim relief being OJCA No. 2 of 2026 and OJCA No. 3 of 2026 had been filed seeking vacating of the arrest as well as seeking further directions. The applications as well as the affidavit-in-reply in OJCA No. 1 of 2026 had been affirmed by one Mr. Raju Desai acting on basis of power of attorney issued by M/s ANAFI SME as well as defendant No.2 captain GEORGIOS SKRIMIZEAS.

30.2 It would appear that original set of learned Advocates had withdrawn their appearance and the later sets of learned Advocates, appearing for the defendants, filed their Vakalatnama in the month of

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June, 2026 and whereas the Vakalatnama appears to be signed by ANAFI SME through its board member and legal representative Ms. Laskarina Karastamati.

30.3 It would also require to be mentioned here that while the prayers having been sought for in OJCA No. 3 of 2026 being loss and damage suffered by defendant No.1 on account of wrongful and unjustified arrest of the defendant vessel, yet, it requires mention here that defendant No.1 in the suit was the vessel MT ANAFI. It also clearly appears that M/s ANAFI SME was never a party to the suit proceedings of Admiralty Suit No. 8 of 2026.

30.4 Again, substantive suit i.e. Admiralty Suit No. 32 of 2026 has been preferred by ANAFI SME seeking damages etc. for the loss of charter hire on account of the arrest.

30.5 It would thus appear that the owners of the vessel MT ANAFI having preferred Admiralty Suit, had sought to withdraw the same and whereas M/s ANAFI SME, which was not a party, had opposed the Admiralty Suit masquerading at some point of time as appearing on behalf of the defendant No. 1 vessel ANAFI or as being the defendant No.1 themselves without ever being a party in the proceedings. Thus, any

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objection as regards withdrawal of the suit by ANAFI SME who was not party to the suit could not be countenanced.

30.6 Furthermore, it is well settled proposition of law that the plaintiff being the dominus litis is entitled and at liberty to choose whichever manner he wants to proceed with the litigation and whereas since the plaintiffs now no more wish to contest the Admiralty Suit and whereas the constituted attorney of plaintiff No.1 and plaintiff No.2 having filed an affidavit for withdrawal of the suit on 23.04.2026, which is placed on record, they should be permitted to do so.

Issue No. 1 is answered accordingly.

Issue No. 2 :

31. Insofar as issue No. 2 being whether the ANAFI SME could have instituted the suit etc. and whereas it is the contention of the defendants that vide the certificate of the Hellenic Republic, Ministry of Shipping and Island Policy dated 04.03.2026, it has been informed that the company was dissolved *ipso jure*. The certificate inter alia states that the ANAFI SME had been registered in the Books of Registry of Maritime Companies of Law on 24.02.2009 with Serial No. 4401. That the incorporation was in accordance with Clause 16 of Act of Approval

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issued by the Ministers of Economy and Finances and Mercantile Marine, Aegean and Island Policy. It is stated that the Piraeus Central Harbour Master's Office through the Ships' and Maritime Mortgage Registries' Division has issued a document whereby it is stated that the company, ANAFI SME, has ceased to own a ship since 24.05.2018 and in accordance with Article 23 Para (c) of the Articles of Association and in accordance with the Act of Approval, the company was dissolved *ipso jure* on 25.05.2023.

31.1 It requires to be observed here that the Articles of Association, more particularly Clause 23(c) thereof indicates that the company would be dissolved, if it ceases for five years to have in its ownership a vessel registered under Article 13 of L.D. 2687/1953. As against the same, the plaintiff ANAFI has referred to a document dated 05.06.2026 issued by the same department i.e. the Hellenic Republic, Ministry of Shipping and Island Policy, whereby it is inter alia informed to the plaintiff ANAFI SME that in accordance with Clause 16 of the Joint Ministerial Decision, the sole purpose of the ANAFI SME was ownership of a ship or ships registered with provisions of Legislative Decree 2687/53 as well as acquisition of shares in other ship owning companies of the same ship. More importantly, it is mentioned that companies dissolve under the

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following three criterion :

(a) by a resolution of the general meeting, adopted by absolute majority of the total number of shares entitled to vote;

(b) when it is declared bankrupt ;

(c) by law, as amended by the Approval Act, if within six months of the registration of the articles of incorporation in the Registrar of Shipping Companies it does not acquire the vessel ANAFI or if it ceases for a period of five years to own a ship registered in accordance with Article 13 of the Legislative Decree 2687/53.

31.2 It is also stated that while the duration of the company is indefinite but it shall not extend beyond five years from the date the company ceases to own a vessel registered under the Legislative Decree 2687/53 and it would constitute grounds for dissolution of the company. It is also stated that upon dissolution, except in the event of bankruptcy, the company enters into liquidation and is deemed to exist solely for the purpose of liquidation. Liquidation is to be carried out by two liquidators, who shall act in capacity of Board of Directors. It is also mentioned that as per the approval act, registration of members of the Board of Directors and the agents who represent and bind the SME is optional. It is further

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mentioned that no minutes regarding the company's Board of Directors and its representation have been filed with the office in question. It is also mentioned that a maritime enterprise is dissolved by decision of the Single Judge, Court of First Instance in accordance with the procedure set forth in Article 739 of the Code of Civil Procedure, upon an application by a person having a legal interest or upon an application by the Minister or Merchant Marine if the company pursues a purpose other than specified. It is further mentioned that as per the Piraeus Central Port Authority through its Ship Registry and Maritime Mortgage Registry, the company has ceased to own a vessel from 24.05.2018 registered in accordance with the provisions of Legislative Decree and pursuant to Article 23(c) of the Articles of Association and para (e) of Condition 16 of the approval act, the company was dissolved on 25.05.2023. It is also stated that there does not appear to be any general meeting of company regarding the appointment of liquidators or any other minutes of the company body regarding any matter etc. There is also a reference to extraordinary general meeting of shareholders dated 31.10.2009 registered on the very day, whereby one Mr. Emmanouil Andreoulakis was appointed as the company's agent.

31.3 At this stage, it also requires mention that the plaintiff ANAFI

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SME has also relied upon an opinion issued by a Greek lawyer Mr. Ioannis D. Markianos Daniolos dated 31.03.2026, whereby the learned Advocate, has inter alia opined that, Law 959/1979 governs companies for all matters not regulated in the respective instruments of approval and it provides that dissolution may occur solely by virtue of a judgment by competent court of Single Judge of First Instance. It is also clarified that even if a special maritime enterprise ceases to have ownership a ship for a period of five years, it will not be considered automatically dissolved, rather judgment of competent court is required.

31.4 On the other hand, basis upon the Articles of Association of the ANAFI SME, it has been contended that the shareholders meeting of the company is its highest body and is entitled to resolve on any company matter with its resolution being binding upon all shareholders even in absence or dissenting. Reference is also made to Law 959/1979 that the shareholders meeting is competent to resolve amongst other things for dissolving the company or appointing the liquidator. It has also been contended that in shareholders' meeting dated 21.04.2026, it was inter alia resolved by the shareholders i.e. M/s Eletson Gas LLC that pursuant to certificate dated 04.03.2026 of the Hellenic Republic, Ministry of Shipping and Island Policy, two liquidators are to be appointed and

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whereas the liquidators namely Mr. Kilian Georges Papadimitriou and Ms. Olga Nikolaidi were appointed.

31.5 While above submissions do reflect contradictory position, and whereas it will not be possible or appropriate for this Court to decide the legality of the said submissions, yet, what stands out as regards the right of M/s ANAFI SME to file the present suit would be Clause 13(3)(i) of the Articles of Association of M/s ANAFI SME. The same is reproduced herein below for benefit.

> "3. In addition to the provisions of para. 2 of this article, the Shareholders' meeting is solely and exclusively competent to resolve on the following matters :
>
> (i) to commence or waive and, generally, direct any claim, litigation, arbitration or other dispute resolution proceedings, except those involving amounts less than US dollars 1,00,000 (one hundred thousand) and arising in the ordinary course of business of the company."

31.6 Relevant at this stage would also be to refer to the minutes of the meeting of the sole shareholder of ANAFI SME dated 21.04.2026, referred to hereinabove. Paragraphs No. 15 to 23 of the same are reproduced hereinbelow for benefit :

> "15. Under Article 13 § 3(m) of the Articles of Association, the Board of Directors is entitled to appoint attorneys-at-law and other attorneys to represent Anafi Special Maritime Enterprise before the

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judicial authorities in order to carry out any and all of the above acts, and revoke such appointments at its sole discretion, subject always to prior resolution of the General Meeting of the shareholders in relation to claim, litigation, arbitration or other dispute resolution proceedings involving amounts equal or in excess of US$100,000.

16. Pursuant to Art. 18 §3 of the Articles of Association and Art. 33 §3 of Law 959/1979, signature of minutes by all shareholders or their representatives equals a resolution of the General Meeting of the shareholders.

17. On or about 24 January 2026, legal proceedings were commenced by BSL MGC Limited and Anivus I Shipping Company in the High Court of Gujarat (Admiralty Jurisdiction), viz. Admiralty Suit No.8 of 2026, for asserting rights of ownership and possession of the vessel ANAFI.

18. In those proceedings, one Mr. Raju Desai, of 6, Sushma Flats, Opp Municipal Multi Level Building, Navrangpura, Ahmedabad 380 009, represented himself as being the authorised signatory of Anafi Special Maritime Enterprise, in aid of issuing a purported Vacatur Application.

19. After lawful possession of ANAFI was duly secured by BSL MGC Ltd. Admiralty Suit No. 32 of 2006 was instituted against through Mr. Raju Desai, holding himself out to be the constituted attorney of Anafi Special Maritime Enterprise, and seeking arrest of the ANAFI through the High Court of Gujarat, for an alleged claim in the amount of US$ 4,521,420 plus litigation costs, etc.

20. Although a demand for copy of power of attorney purportedly issued by Anafi Special Maritime Enterprise in favor of Mr. Raju Desai has been made on April 21, 2026 upon the lawyers purporting to represent Anafi Special Maritime Enterprise in the Gujarat High Court, significantly no response is forthcoming at the time of this resolution.

21. No General Meeting of Anafi Special Maritime Enterprise was ever convened, nor a written minute of the shareholders issued, for purposes of institution of a suit for a sum equal or exceeding US$

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> 100,000, and/or for lawyers/attorneys to be appointed on behalf of Anafi Special Maritim Enterprise in relation to any such purported claim.
>
> 22. No valid power or authority was capable of issuance on behalf of Anafi Special Maritime Enterprise in relation to any such purported claim.
>
> 23. As a corollary, Mr. Raju Desai had no valid power or authority to appoint lawyers on behalf of Anafi Special Maritime Enterprise, rendering any such purported appointment of lawyers on behalf of Anafi Special Maritim Enterprise null and void ab initio."

31.7 It is not in dispute that M/s Eletson Gas LLC is the sole shareholder of M/s ANAFI SME. It is also not in dispute that while there are numerous litigations being fought between the parties across various jurisdictions as regards the control of M/s Eletson Holdings Inc. and Eletson Gas LLC, yet, though the minutes of meeting of the sole shareholder had been placed on record before this Court in the above proceedings, there has been no submission as regards either the minutes of meeting of shareholders being challenged or having been interfered with, either at the interim stage or final stage by any court of competent jurisdiction. Thus, it would prima facie appear that in terms of the Articles of Association, ANAFI SME being required to obtain sanction from the shareholders before instituting the Admiralty Suit. What would be more relevant here would be the fact that though a contention had been raised by the learned Advocates appearing on behalf of M/s BSL MGC

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and the liquidators of ANAFI as regards their being an absence of approval from the shareholders meeting for instituting the present suit since the value of the suit was for a sum of more than USD 1,00,000/- , yet, no such approval had been placed before this Court. While this being the prima facie opinion of this Court, yet, since the dispute is being played out in multiple international jurisdictions, this Court deems it appropriate to qualify its finding as above with the term "prima facie".

31.8 Furthermore, as regards whether ANAFI SME is under liquidation and whether liquidators would be entitled to seek for withdrawal of Admiralty Suit No. 32 of 2026, the observations hereinabove as regards the issue being played out in multiple jurisdiction and whereas this Court deems it appropriate not to issue any finding on the said issue since the same may not be within the jurisdiction of this Court to issue any finding, would hold the field.

Issue No. 2 is answered accordingly.

Issue Nos. 3 and 4 :

32. Questions No. 3 and 4 being intertwined inasmuch as, whether the plaintiff of Admiralty Suit No. 32 – ANAFI SME, being able to establish a maritime claim for loss of charter hire under the IOCL time charter

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party and for security of such maritime claim whether the vessel MT ANAFI is required to be arrested and whether the plaintiff of Admiralty Suit No. 32 of 2026, ANAFI SME, is entitled for possession and control of defendant vessel MT ANAFI, they are answered together.

33. At the first instance it requires to be noted that Admiralty Suit No. 32 of 2026 came to be affirmed on 16.04.2026 and filed in the Registry of this Court on 17.04.2026. The pleadings in the said suit, which had been reiterated to an extent in the oral submissions, as far as they are relevant for the present purpose reproduced hereinbelow for benefit :

> "7. BSL MGC Limited, the registered owner, bareboat chartered the Defendant Vessel to Eletson Gas (the Bareboat Charterer) under the Bareboat Charterparty for a period of seven years. Clause 47 of the Bareboat Charterparty gives an option to the Bareboat Charterer to purchase the vessel from the registered owners on the "Purchase Option Date" for the "Purchase Option Price". Under Clause 47, the Purchase Option Notice must be given in advance to the Owners at least 90 days before the "Purchase Option Date". Once the purchase option is exercised (by issuing a purchase option notice), it is irrevocable and cannot be withdrawn. The Charter Period expired on 31 July 2025. A copy of the Bareboat Charterparty dated 24 May 2018 is annexed here and marked as "Annexure-H".
>
> 8. Eletson Gas, the Bareboat Charterer, lawfully authorized the Plaintiff to act as its agent and to be in lawful possession of the Defendant vessel and to commercially deploy the Defendant vessel as the deponent owner. However, there appears to have been an internal dispute in Eletson Gas. The Plaintiff, the disponent owner of the vessel, has suffered and incurred losses due to the dispute over Eletson Gas's ownership and the actions of BSL MGC

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Limited and Anivus I Shipping Company, which are briefly explained below.

xxx xxx xxx

10. On 24 February 2025, Eletson Gas (represented by "Kertsikoff Group") exercised its "irrevocable" purchase option under Clause 47 of the Bareboat Charterparty to purchase the vessel. The purchase option exercised by Eletson Gas (represented by "Kertsikoff Group) on 24 February 2025 under clause 47 of the Bareboat Charterparty remains valid and subsisting to this date. Eletson Gas continues to be the bareboat charterer of the vessel under the Bareboat Charterparty A copy of the irrevocable purchase option notice dated 24 February 2025 is annexed here and marked as "Annexure- I".

11. As stated above, Eletson Gas had given the vessel to the Plaintiff to operate based on a commercial arrangement/understanding and the Plaintiff was, for all intents and purposes, in possession of the vessel.

12. On 25 June 2025, EMC Gas Corporation, the managers of the Defendant vessel, issued its "No objection" to the Plaintiff to deploy the vessel to Indian Oil Corporation Limited ("IOCL") on a time charter. EMC Gas Corporation's "No objection" was instructed by BSL MGC (the registered owner of the Defendant vessel). A copy of the EMC Gas Corporation's No objection dated 25 June 2025 is annexed here and marked as "Annexure- J".

13. On 30 June 2025, the Plaintiff, as the deponent owner of the Defendant Vessel, placed the vessel on a time charter with IOCL for a period of one year, extendable by a further period of three months at the charterer's option. At all times, the registered owners of the Defendant Vessel were fully aware of the charter arangement, which resulted in the Plaintiff being the deponent owners of the Defendant vessel. A copy of the time charterparty agreement dated 30 June 2025with IOCL is annexed here and marked as "Annexure-K".

14. On 31 July 2025, the original "Charter Period" under the Bareboat Charterparty expired.

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15. On 1 August 2025, immediately after the expiry of the Charter Period, BSL MGC Limited purportedly sold the Vessel to one Anivus I Shipping Company [both collectively referred to as "**Registered Owners**"]. This purported sale of the ship to Anivus I Shipping Company is in the teeth of the irrevocable purchase option notice dated 24 February 2025 issued by the Kertsikoff Group and is both invalid and illegal. The purported sale was disclosed by the Registered Owners in their suit (Admiralty Suit No. 8 of 2026) filed by them against the Defendant vessel.

xxx xxx xxx

18. On 24 January 2026, the Registered Owners sought and obtained *ex parte* arrest of the Defendant vessel from this Hon'ble Court, contending that it was entitled to possession and redelivery of the ship due to the expiry of the bareboat charter. The Registered Owners did not disclose that Eletson Gas had exercised its irrevocable purchase option under Clause 47 of the Bareboat Charterparty on 24 February 2025. A copy of the order dated 24 January 2026 passed by this Hon'ble Court in Admiralty Suit No. 8 of 2026 is annexed here and marked as **"Annexure- N".**

xxx xxx xxx

35 Essentially, the Registered Owners illegally, wrongfully, and fraudulently took possession and control of the vessel despite the fact that the suit for its possession and control was pending before this Hon'ble Court. The Registered Owners are in contempt of this Hon'ble Court.

It is pertinent to note here that despite all these efforts by the alleged Registered Owners, the Plaintiff continues to be the disponent owner of the ship.

36. On 24 February 2025, Eletson Gas (represented by "Kertsikoff Group") exercised the irrevocable purchase option under the Bareboat Charterparty to purchase the vessel by issuing a purchase option notice. Eletson Gas exercised its purchase option on 24 February 2025, much before the expiry of the charter period, i.e., 31 July 2025, and such irrevocable purchase option notice is valid

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and subsisting.

37. The purchase option exercised by Eletson Gas on 24 February 2025 under clause 47 of the Bareboat Charterparty remains valid and subsisting to this date. Eletson Gas continues to be the bareboat charterer of the vessel under the Bareboat Charterpart and the Plaintiff continues to be Eletson Gas's sub-charterer."

33.1 A perusal of the above quoted paragraphs inter alia reflect a position, as attempted to be portrayed, that the registered owner of vessel MT ANAFI, Ms/ BSL MGC Limited, had bare boat chartered the vessel MT ANAFI to M/s Eletson Gas LLC for a period of seven years. That under the bare boat charter party, the bare boat charterer had an option to purchase the vessel from the registered owners on the purchase option date for the purchase option price. That once the purchase option is exercised, it is irrevocable and cannot be withdrawn.

33.2 Furthermore, the bare boat charterer M/s Eletson GAS LLC had authorized the plaintiff to act as its agent and to be in lawful possession of the defendant vessel MT ANAFI and to commercially deploy the vessel as is disponent owner. That on 24.02.2025, M/s Eletson GAS LCC – represented by Kertiskoff Group, exercised its irrevocable purchase option under the bare boat charter party to purchase the vessel. On the strength of the same, the plaintiff, ANAFI SME, had entered into a time charter party with IOCL. That the registered owner BSL MGC, had

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obtained an ex-parte order to arrest of the defendant vessel MT ANAFI from the High Court of Gujarat without disclosing that M/s Eletson GAS had exercised its irrevocable purchase option under Clause 47 of the bare boat charter party on 24.02.2025.

33.3 It is sought to be emphasized that the purchase option, exercised by M/s Eletson GAS LLC, represented by Kertiskoff Group prior to the expiry of the charter party, is a irrevocable purchase option, and is valid and subsisting, therefore, M/s Eletson GAS LLC continues to be the bare boat charterer of the vessel under the bare boat charter party and the plaintiff continues to be sub-charterer from M/s Eletson Gas LLC.

34. While the Admiralty Suit No. 32 of 2026 had been preferred on the strength of the above averments filed in the month of April, 2026, what is conspicuous is absence of reference to decisions of competent Arbitral Tribunals and a competent Court, which reflects an absolutely contrary possession.

35. It requires to be mentioned here that BSL MGC Limited and others, had initiated an arbitration proceedings by invoking the arbitration clause in the bare boat charter party agreements, whereby any dispute arising in connection with the charter in question would be governed and

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construed in accordance with English law and would be referred to arbitration in London in accordance with the Arbitration Act, 1996, which would be conducted in accordance with the Landon Maritime Arbitrators Association (LMAA) terms. The reference would be to a Tribunal consisting of three Arbitrators and the party referring the dispute to arbitration was entitled to appoint its arbitrator and intimate the same to other party, requiring the other party to appoint its own arbitrator within 14 calendar days. The other party could appoint an arbitrator on its own behalf and thereafter both the arbitrators would jointly appoint a third arbitrator, who would arbitrate the dispute.

35.1 At this stage, it would be relevant to observe that dispute being that the registered owner had received two sets of purchase option exercise notices with respect to MT ANAFI, purportedly from M/s Eletson Gas LLC - represented by the Kertiskoff Group and from Spears Group. The registered owner not knowing which of the purchase option exercise notices was valid or the party, with which the registered owner is required to negotiate and deal with and transfer the vessel MT ANAFI, had initiated the arbitration proceedings.

35.2 The registered owner, the claimant, having issued notice of arbitration to the respondent M/s Eletson Gas LLC, had later appointed

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arbitrator on its own behalf. It would appear that both the Kertiskoff Group and the Spears Group had also appointed their own arbitrators. It would appear that the parties had thereupon in view of the contradictory position come to an agreement that since an issue of substantive jurisdiction had arisen, approached the competent court being the High Court of England and Wales under the Arbitration Act to determine whether the Kertiskoff Group or the Spears Group had authority to appoint arbitrator on behalf of M/s Eletson Gas LLC. It appears that the High Court of England and Wales vide judgment dated 14.07.2025, had inter alia held in favour of the Spears Group and to quote from the partial award of the arbitrators dated 25.07.2025, reference to which, would be made hereinafter, had held for the purposes of the arbitration proceedings as under :

> (i) the directors of the Respondent's (M/s Eletson Gas LLC) board are Messrs. Spears, Hoskinson Fenttiman, Hassett and Lichtenstein;
>
> (ii) Mr. Hoskinson is the CEO and sole duly appointed officer of the Respondent (M/s Eletson Gas LLC).
>
> (iii) Mr**.** Kertsikoff and Ms. Karastamati have been validly

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removed as officers of the Respondent (M/s Eletson Gas LLC), and have no authority to act for it.

35.3 It would also appear that the judgment was final inter party inasmuch as, the learned Judge of the High Court of England and Wales, had refused permission to appeal against the said decision.

35.4 It would appear that the Arbitral Tribunal consisting of an arbitrator appointed by the claimant, including M/s BSL MGC Limited, M/s Eletson Gas LLC through the Spears Group, and arbitrator appointed by both the arbitrators, had issued "final partial award by consent" on 25.07.2025, whereby it has declared inter alia declared that Mr. Leonard Hoskinson was authorized on behalf of M/s Eletson Gas LLC to sign purchase option exercise notices for M/s MT ANAFI on 24.02.2025 in accordance with Clause 47(A) of the bare boat charter agreement and the claimants including BSL MGC, were entitled to rely upon the same for negotiating and entering into a purchase option MOA and transfer the vessel to the respondent - M/s Eletson Gas LLC, as per the terms of purchase option MOA and the bare boat charter agreement.

35.5 The Arbitral Tribunal had thereafter, issued its "second final partial award by consent" on 13.10.2025, whereby it was declared that the bare

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boat charter agreement had expired on 31.07.2025, with regard to MT ANAFI and the rights conferred upon M/s Eletson Gas LLC to purchase the vessel pursuant to Clause 47 of the bare boat charter agreement is extinguished and thus, could no longer be exercised by M/s Eletson GAS LLC or by any entity purported to be nominated to exercise such rights on behalf of M/s Eletson Gas LLC, or by any third party at all. It was further held that upon the purchase option not being completed, the title of the vessel remained with the claimant BSL MGC Limited without any further obligation to transfer the same to the respondent and that the bare boat charter agreement did not impose any fetter upon BSL MGC's right of ownership and possession of the vessel and their right to sale the vessel as it deemed fit and the respondent M/s Eletson Gas LLC was required to redeliver the vessel to the claimant as per Clause 46 of the bare boat charter agreement.

35.6 It also appears that both the final partial awards have become final, more particularly certificates as to finality of arbitration awards for enforcement abroad having been issued with respect to both the awards on 14.10.2025 and 25.11.2025, respectively.

36. It would thus appear from the above discussion that Admiralty Suit No. 32 of 2026 had been preferred by AMAFI SME on the strength of a

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contention that the registered owner BSL MGC had entered into a bare boat charter party with M/s Eletson Gas LLC and whereas, M/s Eletson Gas LLC had authorized M/s ANAFI SME to act as its agent and that as per Clause 47 of the bare boat charter party, a purchase option had been provided to the charterer to purchase the vessel on the purchase option date for the purchase option price, exercisable by the charterer upon giving advance written notice to the owner prior to 90 days before the purchase option date and that such purchase option exercise notice was irrevocable and in terms of which, M/s Eletson Gas LLC represented by Kertiskoff Group, had on 24.02.2025 exercised the purchase exercise notice and thus, M/s Eletson Gas LLC through Kertiskoff Group continues to be the bare boat charterer of the vessel and M/s MT ANAFI continues to be sub-charterer of M/s Eletson Gas LLC.

36.1 As against the same, it clearly appears that the registered owner had invoked the arbitration clause as available in the bare boat charter agreement, upon two sets of purchase exercise option notices being issued to it by M/s Eletson Gas LLC, i.e. by the Kertiskoff Group and the Spears Group. It also appears that since as per the terms of the bare boat charter agreement, the respondents were entitled to appoint its own arbitrator and since both the Spears Group and the Kertiskoff Group had

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nominated separate arbitrator, the issue was required to be adjudicated by the High Court of England and Wales, which had held in favour of the Spears Group. That the Tribunal had been constituted consisting of arbitrator appointed by the claimant, including BSL MGC Limited and the respondent Eletson Gas LLC, through the Spears Group and an arbitrator appointed by the arbitrators of the respective parties, wherein by consent, it was declared that the bare boat charter agreement inter alia with regard to vessel MT ANAFI had expired and that the purchase option was no longer valid and the claimant BSL MGC was under no further obligation to transfer the vessel to M/s Eletson Gas LLC and M/s Eletson Gas LLC was required to redeliver the vessel to BSL MGC Limited as per Clause 46 of the bare boat charter agreement.

37. It could also be noticed from the above, the validity of the arbitral proceedings was not questioned either before the Arbitrators or before the High Court of England and Wales, rather the Kertiskoff Group was inclined to contest the arbitration proceedings, but for the intervening judgment of High Court of England and Wales, which had declared that the Directors of M/s Eletson Gas LLC were the Spears Group.

38. Though the awards as well as the judgment, are of Tribunals and the High Court of foreign jurisdiction, but the issues noticed hereinabove

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clearly reflect beyond cavil that the arbitral proceedings, whereby Tribunals of a competent jurisdiction emanating from the bare boat charter agreement between the parties and thus, insofar as the question decided by the Tribunals and the learned High Court, is holding good for all purposes.

39. It also requires observation here that though multitude of documents had been filed in the proceedings and multitude of decisions had been relied upon, yet, nothing has been brought to the notice of this Court whereby it could be, even impliedly, understood that the decisions of the Arbitral Tribunals and the learned High Court of England and Wales, have been interfered with finally or even at the interim stage or at the least are questioned before any appropriate competent forum/court.

40. Thus, what logically flows from the above discussion is a clear and unambiguous position that insofar as the issue with regard to bare boat charter agreement between the registered owner BSL MGC Limited and the charterer M/s Eletson Gas LLC, that M/s Eletson Gas LLC is controlled by the Spears Group and the Kertiskoff Group have no subsisting control over M/s Eletson Gas LLC. That the purchase exercise option notice issued by M/s Eletson Gas LLC represented by the Spears Group was valid. That the parties had agreed that the bare boat charter

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party with regard to vessel MT ANAFI had expired on 31.07.2025, resulting in the purchase option as per Clause 47 of the bare boat charter party agreement being extinguished. That the registered owners had unqualified ownership rights over vessel MT ANAFI without any fetters as imposed through the bare boat charter party agreement. That M/s Eletson Gas LLC was bound to redeliver vessel MT ANAFI to the registered owner BSL MGC Limited.

41. Considering the above in juxtaposition with the submissions and averments by the plaintiff, it would appear that M/s ANAFI SME - plaintiff, had no right whatsoever over the vessel MT ANAFI at least from 01.08.2025. The submission that there existed a bare boat charter party between Eletson Gas LLC and the owner BSL MGC Limited was not a valid argument after 01.08.2025, since the bare boat charter party agreement, did not subsist after 31.07.2025 as declared by Arbitral Tribunal vide its second final partial award dated 13.10.2025.

42. The plaintiff – ANAFI SME had preferred Admiralty Suit No. 32 on the strength of existence of bare boat charter party agreement between Eletson Gas LCC – represented through the Kertiskoff Group, who had exercised purchase exercise option notice, which was irrevocable as per the Clause 47 of the bare boat charter party agreement, was on the date of

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filing of the Admiralty Suit, a completely false averment, which ANAFI SME had no right to make, post the decisions of the Arbitral Tribunals and the High Court of England and Wales referred to hereinabove. The issue sought to be sidestepped by an over simplifying argument that ANAFI SME was not a party to the aforesaid proceedings, could not be countenanced on account of the fact that the parties to the above referred litigations, i.e. the arbitration proceedings as well as the proceedings before the High Court of England and Wales were the same inasmuch as, respondent No. 9 before the High Court of England and Wales was Ms. Laskarina Karastamati, who was represented through a learned Counsel before the High Court of England and Wales, is the same party, who had authorized Mr. Raju Desai to file the proceedings before this Court on behalf of M/s ANAFI SME, as discernible from a power of attorney signed by Ms. Laskarina Karastamati as Director and Secretary of ANAFI SME. Again, the purchase exercise option notice issued on behalf of Eletson Gas LLC as represented though the Kertiskoff Group, which is exhibited in the Admiralty Suit dated 24.02.2025 is also signed by Ms. Laskarina Karastamati. M/s Eletson Gas LLC through the Kertiskoff Group including Ms. Laskarina Karastamati having participated in the arbitration proceedings at the first instance by nominating an arbitrator and later on contesting the proceedings before the High Court of England

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and Wales, wherein Ms. Laskarina Karastamati was a party respondent represented through a Counsel, could not feign ignorance about the arbitral proceedings as well as the proceedings before the learned High Court of England and Wales. Again, the proceedings had resulted in a substantive declaration against the Kertiskoff Group of which Ms. Laskarina Karastamati was a party inasmuch as, the Kertiskoff Group was declared as not controlling M/s Eletson Gas LLC and the proceedings finally declaring that the bare boat charter party agreement between M/s Eletson Gas LLC and M/s BSL MGC Limited as regards vessel MT ANAFI having expired on 31.07.2025. Thus, the Admiralty Suit No. 32 of 2026 being initiated on the strength of a contention as regards the existence of bare boat charter party agreement and an irrevocable purchase option notice, exercised by the charterer, was a completely invalid and false contention, which could not and ought not to have been raised by the plaintiff ANAFI SME. Since there did not exist a bare boat charter party agreement between BLS MGC and Eletson Gas LLC post 31.07.2025 and since the purported right of ANAFI SME – plaintiff flowed from the existence of such bare boat charter party agreement, therefore upon expiry of the bare boat charter party, ANAFI SME, who claims to be an agent or a sub-charterer of M/s Eletson Gas LLC, would automatically cease to have any right or claim over the

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vessel MT ANAFI, which was the vessel in question as per the charter party.

43. Insofar as the issue with regard to loss of charter hire arising out of IOCL time charter party agreement, on basis of the above discussion, it requires to be noted that IOCL time charter party agreement had been entered into between ANAFI SME and IOCL. The agreement had been signed by M/s Ravindra K. Reshamwala on behalf of ANAFI SME. It would appear that while the document exhibited with the suit by the plaintiff, is dated 30.06.2025, yet, the same has been singed on behalf of ANAFI by M/s Ravindra K. Reshamwala as brokers as per email authority dated 16.07.2025. The email dated 16.07.2025 to M/s IOCL also exhibited in the suit, has been issued by Mr. Vasileios Kertsikof, President and Director of ANAFI SME.

43.1 As against the same, this Court notices that the learned High Court of England and Wales vide judgment dated 14.07.2025 had inter alia declared that the Spears Group and not the Kertiskoff Group controlled M/s Eletson Gas LLC.

43.2 It would also be profitable to reiterate that ANAFI SME claims to be an agent/sub-charterer of M/s Eletson Gas LLC, yet, there is no

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documentary evidence provided either of an agency agreement between the ANAFI SME and Eletson Gas LLC or a sub-chartering agreement between the said parites. Be that as it may, it is also noticed that Mr. Vasileios Kertsikof was a party in the proceedings before the High Court of England and Wales. This Court has also noticed that Mr. Kertsikof was represented through a Counsel. Thus, Mr. Kertsikof could not be unaware or claim ignorance as regards the judgment of the learned High Court of England and Wales dated 14.07.2025.

43.3 The Kertiskoff Group being ousted from representing M/s Eletson Gas LLC would clearly denote that even before the Arbitral Tribunal had issued its first final partial award on 25.07.2025 that the purchase option exercise notice by M/s Eletson Gas LLC - represented by the Kertiskoff Group had become invalid since the learned High Court had clearly held that the Kertiskoff Group were not the Directors of M/s Eletson Gas LLC. It would thus appear to this Court that on 16.07.2025, Mr. Vasileios Kertsikof could not have authorized any party to enter into a charter party agreement on behalf of ANAFI SME for the vessel MT ANAFI, since insofar as the vessel MT ANAFI was concerned, post 14.07.2025, i.e. the decision of the High Court of England and Wales, the Kertiskoff Group ceased to have any control over M/s Eletson Gas LLC and consequently,

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it did not have any right to retain control and possession over M/s MT ANAFI, which it was doing on the strength of an alleged understanding of agency or sub-chartering between M/s Eletson Gas LLC and M/s ANAFI SME. M/s ANAFI SME entering into a time charter party agreement after 14.07.2025 with IOCL, clearly appears to be without any authority of law.

43.4 In any case, to this Court it would appear that during the pendency of a valid proceedings, which touched upon the root of the issue, i.e. whether Eletson Gas LLC was entitled to exercise a purchase option exercise notice, M/s ANAFI SME ought not to have precipitated the issue by entering into a time charter party agreement claiming to be the disponent owner of M/s MT ANAFI which was clearly a questionable act.

43.5 Again, the present Admiralty Suit has not been preferred by ANAFI claiming that on 16.07.2025 or thereabouts when time charter party agreement has been entered into between ANAFI SME and IOCL, inspite of the decision of the learned High Court of England and Wales dated 14.07.2025, ANAFI SME was entitled to enter into the said agreement, and therefore, it was entitled to claim loss of charter hire arising from the said agreement. The plaintiff – ANAFI SME, in their effort to suppress the decisions of the Arbitral Tribunals as well as the

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learned High Court of England and Wales, had failed to raise the above issue before this Court and whereas as a consequence thereof, this Court is not at all called upon to decide the same. The deliberate attempt to suppress relevant material, has the effect of ANAFI SME not raising above issue before this Court and consequently, dis-entitling them to seek any relief from this Court on the same. Thus, to this Court it would appear that ANAFI SME is not entitled to seek arrest of vessel MT ANAFI for loss of charter hire arising from the IOCL time charter party agreement.

44. At this stage, it would be profitable to refer to Sections 4 and 5 of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017. The same being relevant for the present purpose are reproduced hereinbelow.

> " Section 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 -
>
> (a) dispute regarding the possession or ownership of a vessel or the ownership of any share therein;
>
> (b) dispute between the co-owners of a vessel as to the employment or earnings of the vessel;

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(c) mortgage or a charge of the same nature on a vessel;

(d) loss or damage caused by the operation of a vessel;

(e) loss of life or personal injury occurring whether on land or on water, in direct connection with the operation of a vessel;

(f) loss or damage to or in connection with any goods;

(g) agreement relating to the carriage of goods or passengers on board a vessel, whether contained in a charter party or otherwise;

(h) agreement relating to the use or hire of the vessel, whether contained in a charter party or otherwise;

(I) salvage services, including, if applicable, special compensation relating to salvage services in respect of a vessel which by itself or its cargo threatens damage to the environment;

(j) towage;

(k) pilotage;

(l) goods, materials, perishable or non-perishable provisions, bunker fuel, equipment (including containers), supplied or services rendered to the vessel for its operation, management, preservation or maintenance including any fee payable or leviable;

(m) construction, reconstruction, repair, converting or equipping of the vessel;

(n) dues in connection with any port, harbour, canal, dock or light tolls, other tolls, waterway or any charges of similar kind chargeable under any law for the time being in force;

(o) claim by a master or member of the crew of a vessel or their heirs and dependents for wages or any sum due out of wages or adjudged to be due which may be recoverable as wages or cost of repatriation or social insurance contribution

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payable on their behalf or any amount an employer is under an obligation to pay to a person as an employee, whether the obligation arose out of a contract of employment or by operation of a law (including operation of a law of any country) for the time being in force, and includes any claim arising under a manning and crew agreement relating to a vessel, notwithstanding anything contained in the provisions of sections 150 and 151 of the Merchant Shipping Act, 1958;

(p) disbursements incurred on behalf of the vessel or its owners;

(q) particular average or general average;

(r) dispute arising out of a contract for the sale of the vessel;

(s) insurance premium (including mutual insurance calls) in respect of the vessel, payable by or on behalf of the vessel owners or demise charterers;

(t) commission, brokerage or agency fees payable in respect of the vessel by or on behalf of the vessel owner or demise charterer;

(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;

(v) costs or expenses relating to raising, removal, recovery, destruction or the rendering harmless of a vessel which is sunk, wrecked, stranded or abandoned, including anything that is or has been on board such vessel, and costs or expenses relating to the preservation of an abandoned

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vessel and maintenance of its crew; and

(w) maritime lien.

Explanation.—For the purposes of clause (q), the expressions "particular average" and "general average" shall have the same meanings as assigned to them in sub-section (1) of section 64 and sub-section (2) of section 66 respectively of the Marine Insurance Act, 1963.

(2) While exercising jurisdiction under sub-section (1), the High Court may settle any account outstanding and unsettled between the parties in relation to a vessel, and direct that the vessel, or any share thereof, shall be sold, or make such other order as it may think fit.

(3) Where the High Court orders any vessel to be sold, it may hear and determine any question arising as to the title to the proceeds of the sale.

(4) Any vessel ordered to be arrested or any proceeds of a vessel on sale under this Act shall be held as security against any claim pending final outcome of the admiralty proceeding."

"Section 5. Arrest of vessel in rem

(1) The High Court may order arrest of any vessel which is within its jurisdiction for the purpose of providing security against a maritime claim which is the subject of an admiralty proceeding, where the court has reason to believe that -

(a) the person who owned the vessel at the time when the maritime claim arose is liable for the claim and is the owner of the vessel when the arrest is effected; or

(b) the demise charterer of the vessel at the time when the

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maritime claim arose is liable for the claim and is the demise charterer or the owner of the vessel when the arrest is effected; or

(c) the claim is based on a mortgage or a charge of the similar nature on the vessel; or

(d) the claim relates to the ownership or possession of the vessel; or

(e) the claim is against the owner, demise charterer, manager or operator of the vessel and is secured by a maritime lien as provided in section 9.

(2) The High Court may also order arrest of any other vessel for the purpose of providing security against a maritime claim, in lieu of the vessel against which a maritime claim has been made under this Act, subject to the provisions of sub-section (1):

Provided that no vessel shall be arrested under this sub-section in respect of a maritime claim under clause (a) of sub-section (1) of section 4."

44.1 Perusal of the above provisions indicate that Section 5 states about arrest of vessel in rem and whereas the said section empowers a High Court to order arrest of a vessel within its jurisdiction for the purpose of providing security against a maritime claim against a person, who was owner at the time when the maritime claim arose or owner at the time when the arrest was effected, was the charterer of the vessel when the maritime claim arose or when the arrest was effected and insofar as the present proceedings are concerned with regard to a claim of ownership or

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possession of the vessel etc. The term 'maritime claim' is explained in Section 4 which states with regard to possession or ownership of a vessel or ownership of any share therein and for the present purpose, a dispute with regard to an agreement relating to use or hire of the vessel contained in a charter party or otherwise.

44.2 Considered from the perspective of the provisions referred to hereinabove, it would appear that the plaintiff claims to be the disponent owner of the vessel as being agent/sub-charterer from M/s Eletson Gas LLC, which had entered into a bare boat charter party agreement with the owner BSL MGC and whereas the prayer for arrest being made on basis of a contention that the bare boat charter party subsisted as a purchase option as per the charter party which was irrevocable, had been exercised by the charterer and hence, the plaintiff ANAFI SME was entitled to retain control and possession of vessel MT ANAFI.

45. The case of the plaintiff also being that as the agent/sub charterer from M/s Eletson Gas LLC, the plaintiff had entered into a time charter party agreement with M/s IOCL and whereas on account of the arrest of vessel MT ANAFI in Admiralty Suit No. 8 of 2026, the plaintiff had suffered severe losses and it was therefore requested to this Court to direct the defendants to compensate the plaintiff for the loss occurred.

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45.1 The above being the best prima facie case advanced on behalf of the plaintiff.

46. The issue which would arise at this stage for consideration being whether the prima facie case sought to be made out by the plaintiff has any merit or is vexatious and hopeless beyond doubt to refuse any relief and furthermore, whether having regard to the statutory prescription under Order 7 Rule 11 of the Code of Civil Procedure, 1908, the Admiralty Suit is bereft of any cause of action requiring the plaint to be rejected.

47. At this stage, it would be profitable to refer to decision of the Hon'ble Supreme Court in case of Videsh Shanchar Nigam Vs. M.V. Kapitan Kud, reported in (1996) 7 SCC 127, paragraph No. 14 thereof being relevant is reproduced herein below :

> "14. In The Moschanthy, (1971) 1 Lloyd's Rep 37 at 42, where the question was whether the admiralty action was vexatious, following the ratio of Willmer, J. St. Elefterio (1957 Probate Division 179) (supra) it was held that action could not be successful. It was held that Courts should only stay the action on the ground when the hopelessness of the plaintiff's claim is beyond doubt. If it is not beyond doubt but on the contrary the plaintiff has arguable, even though difficult, case even in law the action would be allowed to proceed to trial. The application for stay was accordingly rejected."

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47.1 The principle that has been laid down by the Hon'ble Supreme Court hereinabove being that action in an admiralty suit could be stayed only on the ground that when the hopelessness of plaintiff's claim is beyond doubt. The Hon'ble Supreme Court has further explained the principle by observing that even if the plaintiff has an arguable case but difficult case in law, then action should be allowed to proceed to trial.

48. Considered from the above perspective, what would appear to this Court is that the mainstay of the Admiralty Suit being a contention that the defendant - owners of vessel MT ANAFI, had entered into a bare boat charter party agreement with M/s Eletson Gas LLC for a period of seven years and whereas the charter party agreement also contains a purchase option, which, if invoked, was irrevocable. That ANAFI SME, was agent/sub charterer of M/s Eletson Gas LLC and whereas the Kertiskoff Group on behalf of M/s Eletson Gas LLC had exercised the purchase option notice. The case also being that on the strength of the purchase option exercised, ANAFI SME continued to retain possession and control over vessel MT ANAFI and had entered into a time charter party agreement with M/s IOCL, which got hindered due to the arrest order passed by this Court in Admiralty Suit No. 8 of 2026. Thus, the claim for damages and to secure damages, the request to arrest vessel MT ANAFI

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and a further prayer for declaration that the plaintiffs are entitled to possession and control over the vessel MT ANAFI.

48.1 As against the same, this Court has noticed that the learned High Court of England and Wales by its judgment dated 14.07.2025 had declared the Kertiskoff Group as not being in control of M/s Eletson Gas, more particularly in relation to the bare boat charter party agreement between Eletson Gas LLC and the owner of the vessel BSL MGC Limited. It also clearly appears that though ANAFI SME was not a party to the proceedings, i.e. either before the Arbitrators and the learned High Court of England and Wales, yet, as noticed hereinabove, the Kertiskoff Group, consisting of Mr. Vassilis Kertiskoff and Ms. Laskarina Karastamati were parties before the learned High Court of England and Wales. This Court has also noticed that on the day when the time charter party agreement had been entered into between ANAFI SME and IOCL, that is based upon an email authority by the above referred Mr. Vassilis Kertiskoff claiming to be President and Director of ANAFI SME, dated 16.07.2025, the Kertiskoff Group had ceased to have any control over M/s Eletson Gas for the purpose of the bare boat charter party as regards vessel MT ANAFI and under such circumstances, as a natural corollary, ANAFI SME, claiming through the Kertiskoff Group also ceased to have

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any right or interest over vessel MT ANAFI, more particularly they were not entitled to enter into the time charter party agreement with IOCL.

49. The above being the situation, it would be clear that the plaintiff's claim for damages arising on account of time charter party agreement with IOCL, is a hopeless and vexatious claim since ANAFI SME did not have any right to have entered into any time charter party agreement as regards vessel MT ANAFI post 14.07.2025, i.e. the decision of the learned High Court of England and Wales.

50. Insofar as the issue with regard to rejection of plaint under Order 7 Rule 11(a) of the CPC, it would be profitable to reproduce Order 7 Rule 11 of the CPC for benefit.

> **"Order 7 Rule 11. Rejection of plaint.** -The plaint shall be rejected in the following cases:-
>
> (a) where it does not disclose a cause of action;
>
> (b) where the relief claimed is undervalued, and the plaintiff, on being required by the Court to correct the valuation within a time to be fixed by the Court, fails to do so;
>
> (c) where the relief claimed is properly valued but the plaint is written upon paper insufficiently stamped, and the plaintiff, on being required by the Court to supply the requisite stamp-paper within a time to be fixed by the Court, fails to do so;

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(d) where the suit appears from the statement in the plaint to be barred by any law;

(e) where it is not filed in duplicate;

(f) where the plaintiff fails to comply with the provisions of rule 9;

[Provided that the time fixed by the Court for the correction of the valuation or supplying of the requisite stamp-paper shall not be extended unless the Court, for reasons to be recorded, is satisfied that the plaintiff was prevented by any cause of an exceptional nature for correcting the valuation or supplying the requisite stamp-paper, as the case may be, within the time fixed by the Court and that refusal to extend such time would cause grave injustice to the plaintiff.]"

51. The Hon'ble Supreme Court in case of Dahiben Vs. Arvindbhai Kalyanji Bhanushali reported in (2020) 7 SCC 366, has succinctly explained the scope and ambit of Order 7 Rule 11 of the CPC, more particularly in context of Order 7 Rule 11(a), i.e. where the suit does not disclose a cause of action and in the considered opinion of this Court, it would be profitable to refer Paragraphs No. 23.2 to 24.4 thereof as herein below :

"23.2. The remedy under Order 7 Rule 11 is an independent and special remedy, wherein the court is empowered to summarily dismiss a suit at the threshold, without proceeding to record evidence, and conducting a trial, on the basis of the evidence adduced, if it is satisfied that the action should be terminated on

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any of the grounds contained in this provision.

23.3. The underlying object of Order 7 Rule 11(a) is that if in a suit, no cause of action is disclosed, or the suit is barred by limitation under Rule 11(d), the court would not permit the plaintiff to unnecessarily protract the proceedings in the suit. In such a case, it would be necessary to put an end to the sham litigation, so that further judicial time is not wasted.

23.4. In Azhar Hussain v. Rajiv Gandhi[2] this Court held that the whole purpose of conferment of powers under this provision is to ensure that a litigation which is meaningless, and bound to prove abortive, should not be permitted to waste judicial time of the court, in the following words: (SCC p. 324, para 12)

> "12.... The whole purpose of conferment of such powers is to ensure that a litigation which is meaningless, and bound to prove abortive should not be permitted to occupy the time of the court, and exercise the mind of the respondent. The sword of Damocles need not be kept hanging over his head unnecessarily without point or purpose. Even in an ordinary civil litigation, the court readily exercises the power to reject a plaint, if it does not disclose any cause of action."

23.5. The power conferred on the court to terminate a civil action is, however, a drastic one, and the conditions enumerated in Order 7 Rule 11 are required to be strictly adhered to.

23.6. Under Order 7 Rule 11, a duty is cast on the court to determine whether the plaint discloses a cause of action by scrutinising the averments in the plaint[3], read in conjunction with the documents relied upon, or whether the suit is barred by any law.

23.7. Order 7 Rule 14(1) provides for production of documents, on which the plaintiff places reliance in his suit, which reads as under:

> "14. Production of document on which plaintiff sues or relies.-(1) Where a plaintiff sues upon a document or relies upon document in his possession or power in support of his claim, he shall enter such documents in a list, and shall

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produce it in court when the plaint is presented by him and shall, at the same time deliver the document and a copy thereof, to be filed with the plaint.

(2) Where any such document is not in the possession or power of the plaintiff, he shall, wherever possible, state in whose possession or power it is.

(3) A document which ought to be produced in court by the plaintiff when the plaint is presented, or to be entered in the list to be added or annexed to the plaint but is not produced or entered accordingly, shall not, without the leave of the court, be received in evidence on his behalf at the hearing of the suit.

(4) Nothing in this Rule shall apply to document produced for the cross- examination of the plaintiff's witnesses, or, handed over to a witness merely to refresh his memory."
(emphasis supplied)

23.8. Having regard to Order 7 Rule 14 CPC, the documents filed along with the plaint, are required to be taken into consideration for deciding the application under Order 7 Rule 11(a). When a document referred to in the plaint, forms the basis of the plaint, it should be treated as a part of the plaint.

23.9. In exercise of power under this provision, the court would determine if the assertions made in the plaint are contrary to statutory law, or judicial dicta, for deciding whether a case for rejecting the plaint at the threshold is made out.

23.10. At this stage, the pleas taken by the defendant in the written statement and application for rejection of the plaint on the merits, would be irrelevant, and cannot beadverted to, or taken into consideration.

23.11. The test for exercising the power under Order 7 Rule 11 is that if the averments made in the plaint are taken in entirety, in conjunction with the documents relied upon, would the same result in a decree being passed. This test was laid down in Liverpool & London S.P. & I Assn. Ltd. v. M.V. Sea Success B which

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reads as: (SCC p. 562, para 139)

> "139. Whether a plaint discloses a cause of action or not is essentially a question of fact. But whether it does or does not must be found out from reading the plaint itself. For the said purpose, the averments made in the plaint in their entirety must be held to be correct. The test is as to whether if the averments made in the plaint are taken to be correct in their entirety, a decree would be passed."

23.12. In Hardesh Ores (P) Ltd. v. Hede & Co. the Court further held that it is not permissible to cull out a sentence or a passage, and to read it in isolation. It is the substance,and not merely the form, which has to be looked into. The plaint has to be construed as it stands, without addition or subtraction of words. If the allegations in the plaint prima facie show a cause of action, the court cannot embark upon an enquiry whether the allegations are true in fact. D. Ramachandran v. R.V. Janakiraman.

23.13. If on a meaningful reading of the plaint, it is found that the suit is manifestly vexatious and without any merit, and does not disclose a right to sue, the court would be justified in exercising the power under Order 7 Rule 11 CPC.

23.14. The power under Order 7 Rule 11 CPC may be exercised by the court at any stage of the suit, either before registering the plaint, or after issuing summons to the defendant, or before conclusion of the trial, as held by this Court in the judgment of Saleem Bhai v. State of Maharashtra. The plea that once issues are framed, the matter must necessarily go to trial was repelled by this Court in Azhar Hussain case.

23.15. The provision of Order 7 Rule 11 is mandatory in nature. It states that the plaint "shall"; be rejected if any of the grounds specified in clauses (a) to (e) are made out. If the court finds that the plaint does not disclose a cause of action, or that the suit is barred by any law, the court has no option, but to reject the plaint.

24. "Cause of action" means every fact which would be necessary for the plaintiff to prove, if traversed, in order to support his right to judgment. It consists of a bundle of material facts, which are

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necessary for the plaintiff to prove in order to entitle him to the reliefs claimed in the suit.

24.1. In Swamy Atmananda v. Sri Ramakrishna Tapovanam this Court held: (SCC p. 60, para 24)

> "24. A cause of action, thus, means every fact, which, if traversed, it would be necessary for the plaintiff to prove in order to support his right to a judgment of the court. In other words, it is a bundle of facts, which taken with the law applicable to them gives the plaintiff a right to relief against the defendant. It must include some act done by the defendant since in the absence of such an act, no cause of action can possibly accrue. It is not limited to the actual infringement of the right sued on but includes all the material facts on which it is founded." (emphasis supplied)

24.2. In T. Arivandandam v. T.V. Satyapal this Court held that while considering an application under Order 7 Rule 11 CPC what is required to be decided is whether the plaint discloses a real cause of action, or something purely illusory, in the following words: (SCC p. 470, para 5)

> "5.... The learned Munsif must remember that if on a meaningful-not formal- reading of the plaint it is manifestly vexatious, and meritless, in the sense of not disclosing a clear right to sue, he should exercise his power under Order 7 Rule 11 CPC taking care to see that the ground mentioned therein is fulfilled. And, if clever drafting has created the illusion of a cause of action, nip it in the bud at the first hearing...."; (emphasis supplied)

24.3. Subsequently, in ITC Ltd. v. Debts Recovery Appellate Tribunal 10 this Court held that law cannot permit clever drafting which creates illusions of a cause of action. What is required is that a clear right must be made out in the plaint.

24.4. If, however, by clever drafting of the plaint, it has created the illusion of a cause of action, this Court in Madanuri Sri Rama Chandra Murthy v. Syed Jalal[11] held that it should be nipped in the bud, so that bogus litigation will end at the earliest stage. The Court

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> must be vigilant against any camouflage or suppression, and determine whether the litigation is utterly vexatious, and an abuse of the process of the court."

51.1 The Hon'ble Supreme Court inter alia lays down in the above quoted portion that the remedy under Order 7 Rule 11 is a special remedy whereby Courts are empowered to summarily dismiss a suit at the threshold, if it is satisfied that, for the present purpose, the suit does not disclose any cause of action. The Hon'ble Supreme Court also lays down that while power conferred on the Court to terminate a civil action is a drastic one, yet, the powers are required to be strictly adhered to while Order 7 Rule 11 cast a duty on the Court to determine whether the plaint discloses a cause of action, yet, documents filed along with the plaint having regard to the statutory prescription in Order 7 Rule 14, are also required to be taken into consideration. The Hon'ble Supreme Court also lays down that the reply or averments in an application for rejection of plaint, would be irrelevant and cannot be adverted to. The Hon'ble Supreme Court also inter alia lays down that the requirement under Order 7 Rule 11 is mandatory in nature and if on any grounds specified in clauses (a) to (e) are made out, then the plaint shall be rejected. The Hon'ble Supreme Court has thereafter explained the meaning of term "cause of action".

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52. Before travelling any further, it would be apposite to observe here that on a plain reading of the plaint, the plaint does disclose a cause of action, yet, upon adverting to documents, more particularly the decision of the learned High Court of England and Wales dated 14.07.2025 as well as the final partial awards by consent dated 25.07.2025 and 13.10.2025, it would be unambiguously clear that the suit is vexatious, and clearly lacks a cause of action. The question being whether the documents in question, which were not part of the suit, could be relied upon by this Court. In this regard, it would be relevant to refer to Order 7 Rule 14 of the Civil Procedure Code, 1908, which is reproduced hereinabove at paragraph No. 23.7 in the order of the Hon'ble Apex Court in case of Dahiben (supra). Order 7 Rule 14(1) inter alia envisages that the plaintiff when he sues upon a document or relies upon a document in his power or possession, then he shall enter such document and shall produce it in the Court where the plaint is presented etc. The interplay between Order 7 Rule 14 and Order 7 Rule 11(a) has been explained by the Hon'ble Apex Court at paragraph No. 23.8, where the Hon'ble Apex Court has laid down that documents filed along with the plaint are required to be taken into consideration for deciding an application under Order 7 Rule 11(a).

52.1 As against the same, this Court notices that the documents in

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question referred to hereinabove, though being absolutely relevant to the cause of the plaintiff, had not been placed on record. As observed hereinabove, the same would be a clear case of suppression and the effect thereof would be considered by this Court later on. It is also noticed that the documents in question have been annexed by the defendants in their reply to the plaint and whereas neither the same are controverted nor their veracity is disputed, rather the only submission coming forth in that regard being that the said documents would not be relevant, since ANAFI SME was not a party to the said proceedings.

52.2 This Court also notices that the Hon'ble Apex Court in catena of decisions, foremost of which has been referred by the Hon'ble Apex Court in case of Dahiben (supra), i.e. **T. Arivandandam v. T.V. Satyapal, reported at (1977) 4 SCC 467**, where it has been laid down that reading of the plaint should be meaningful and not formal when it comes to deciding whether the plaint is manifestly vexatious and meritless in the sense of not disclosing a right to sue. In the considered opinion of this Court, to give full effect to the provisions of the statute, i.e. to decide whether a suit discloses a cause of action or an illusion of cause of action is created by clever drafting or by suppressing relevant documents, then the documents, which ought to have been placed on

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record by the plaintiff, i.e. such documents which go to the root of the issue, if they are on record in any manner whatsoever, could be considered by the Court. The reason for this Court coming to such a conclusion being that a Court while considering an application under Order 7 Rule 11(a) is to find out whether the plaint discloses a cause of action. If a cause of action is disclosed by clever drafting and as a necessary extension by suppressing documents, which would otherwise disclose lack of cause of action, then such documents could be necessarily and have to be considered by the Court so as to ensure that manifestly vexatious proceedings should be brought to an end. If such a course is not adopted, then an overtly clever and dishonest litigant would suppress material facts and material documents thereby creating an illusion of cause of action and whereas even though such documents would be disclosed by the defendants in their reply, a Court, though realizing that a suit is manifestly vexatious or meritless, would be rendered powerless to take any action. That, in the considered opinion of this Court, could never be the intent of the statute. The statue and the decisions of the Hon'ble Apex Court explaining the statute, very clearly laying down that upon a meaningful reading of the plaint, if it is clear that the plaint is manifestly vexatious and not disclosing any cause of action, then the Courts are under an obligation to put an end to such a litigation.

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That being the intent of the statute as explained by the Hon'ble Apex Court an overtly clever and dishonest litigant could not be permitted to resort to strict interpretation of the provisions as explained by the Hon'ble Apex Court to claim that since document though absolutely relevant, having not been placed by the plaintiff along with the plaint, could not be referred to by the Court while deciding an application under Order 7 Rule 11(a) to find out whether the plaint discloses cause of action or not. Such an interpretation, rendering the intent of the provisions otiose, should not be perpetrated.

52.3 In the considered opinion of this Court, since the documents, i.e. the decision of the learned High Court of Wales and the final partial arbitration awards by consent dated 25.07.2025 and 13.10.2025, clearly revealing the lack of authority of ANAFI SME to sue for possession and control over vessel MT ANAFI and also clearly reflecting the lack of authority of ANAFI SME to enter into a time charter party agreement with IOCL, the same have to be relied upon while deciding as to whether a cause of action is made out by the plaintiff or not.

52.4 As noticed hereinabove, the plaintiff, has made out a case as regards being the agent/sub charterer of M/s Eletson Gas LLC as controlled by the Kertiskoff Group, who had entered into a bare boat

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charter party with the defendant – BSL MGC Limited for vessel MT ANAFI for a period of seven years and since the bare boat charter party contains a purchase option, which if invoked, is irrevocable, and since such purchase option had been invoked by the Kertiskoff Group on behalf of M/s Eletson Gas LLC, therefore ANAFI SME was entitled to possession and control of vessel MT ANAFI and under such authority ANAFI SME had entered into the time charter party agreement with M/s IOCL, and the arrest of vessel in Admiralty Suit No. 8 of 2026 having disrupted the time charter party agreement, ANAFI SME is entitled to damages.

52.5 As against the same, this Court has noticed that by virtue of judgment dated 14.07.2025 by the learned High Court of England and Wales, the Kertiskoff Group have been declared as not having any control over Eletson Gas LLC, inter alia insofar as the bare boat charter party concerning vessel MT ANAFI, therefore as a direct consequence thereof, the plaintiff would not be entitled to claim any right of possession or control over vessel MT ANAFI. This Court has also noticed that the time charter party agreement entered into between ANAFI SME and IOCL was on basis of an authority by Mr. Vassilis Kertiskoff vide email dated 16.07.2025, which is also, post the judgment of learned High Court of

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England and Wales. This Court has also noticed that the judgment of the learned High Court of England and Wales has become final inter party.

52.6 This Court has also noticed that the arbitration proceedings were initially attempted to be contested by the Kertiskoff Group for M/s Eletson Gas LLC as well as by the Adam Spears Group as having control over Eletson Gas LLC and after the decision of the learned High Court of England and Wales, the Kertiskoff Group having been declared as not having control over Eletson Gas LLC, the proceedings had been contested by the Adam Spears Group for Eletson Gas LLC, and whereas vide the awards referred to hereinabove, it has been finally decided that the purchase option exercise by Eletson Gas LLC, has become ineffective and the vessel MT ANAFI should be returned to the registered owner BSL MGC Limited. The awards also finally declaring that the BSL MGC Limited could retain control over vessel MT AMAFI without any fetters, as imposed by the bare boat charter party between Eletson Gas LLC and BSL MGC Limited. The above documents very clearly reveal the lack of authority of ANAFI SME to sue for possession and control of vessel MT ANAFI and also clearly reveal that ANAFI SME was not entitled to enter into the time charter party agreement with M/s IOCL. Thus, apparently, upon consideration of the above said documents, the plaint does not

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disclose any cause of action and is required to be put to an end.

53. Insofar as the fact of suppression with regard to an application under Order 7 Rule 11, the same having been explained by the Hon'ble Apex Court in case of **Manjula and Others Vs. D.A. Srinivas, reported in (2026) INSC 465**, paragraphs No. 9.1 to 9.7 thereof being relevant in this regard are reproduced hereinbelow for benefit.

> "9.1. A careful reading of the above provisions would exemplify the following : Section 26 of the Code of Civil Procedure stipulates that a suit shall be instituted by presenting a plaint. As per section 27, where a suit has been duly instituted, summons may be issued to the defendants. Section 35A empowers the court to impose costs for filing frivolous suits. A reading of Order IV would indicate that a suit shall not stand instituted unless the requirements of Orders VI and VII are satisfied. Rule 11 of Order VII, as we have already discussed, which deals with rejection of plaint, states that the plaint shall be rejected if it fails to disclose a cause of action or if the suit is barred by any law. A conjoint reading of Order IV Rule 2 and Order VII, Rule 9 would disclose that admission of the plaint is necessary before entering the particulars of the suit in the register and issuance of summons.
>
> 9.2. As a fortiori, rule 1 of Order V states that summons may be issued after the suit has been duly instituted. Rule 3 of Order V empowers the court to summon the plaintiff. Rule 5 of Order V, including the Karnataka High Court amendment, empowers the court to state the purpose for which summons may be issued, which can also be for the final disposal of the suit. Rule 2 of Order VI states that material facts have to be pleaded. Rule 4 of Order VI requires that necessary particulars are to be given. Rule 6 of Order VI requires that compliance with condition precedent has to be stated. Rule 9 of Order VI requires that the averments in the plaint must state the effect of the document relied upon in the pleading. Rule 9 of Order VII states that upon admitting the plaint, the court,

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after ordering that summons shall be served on the defendants, shall direct the plaintiff to present as many copies of the plaint as there are defendants within seven days from the date of such order, along with the requisite fee. Rule 14 of Order VII states that the plaintiff has to produce the document on which his claim is based.

9.3. Once the plaint is presented for institution, and before it is admitted, it is the duty of the trial court to verify the contents of the plaint and ensure that all legal requirements are satisfied before admitting the plaint. A trial court cannot mechanically admit the plaint and register the suit. Admission of the plaint cannot be a mechanical process by which the note of the registry is merely endorsed by the court. If, at the stage of admission of the plaint, the trial court, upon a meaningful reading of the plaint, comes to the conclusion that the plaint is liable to be rejected, it shall reject the plaint. It is not necessary for the trial court to wait for the defendant to enter appearance and seek rejection of the plaint. Once the court finds that the suit is frivolous, without jurisdiction, instituted without compliance with prerequisites, fails to disclose a real cause of action, suppresses material facts, or is barred by law but couched in clever drafting to create an illusion of a cause of action, it must reject the plaint with costs. (See *T. Arivandandam* v. *T.V. Satyapal* [(1977) 4 SCC 467; 1977 SCC OnLine SC 286.]). In this context, it would be useful to refer to the following judgments of this court and the observations made therein:

(i) *Samar Singh* v. *Kedar Nath alias K.N. Singh* [1987 Supp SCC 663; 1987 SCC OnLine SC 638.]

"7. … Normally, when a suit is instituted, the court is to satisfy itself that the suit is maintainable and it disclosed cause of action and only thereafter the court may issue summons to the defendants but merely because the summons are issued, the defendants' right to raise preliminary objection for rejection of the plaint on the ground that it disclosed no cause of action is not affected. If a plaint or an election petition does not disclose any cause of action, it does not stand to reason as to why the defendant or the respondent should incur costs and waste public time in producing evidence when the proceedings can be disposed of on the preliminary objection…"

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(ii) *Odisha State Financial Corporation* v. *Vigyan Chemical Industries* [2025 SCC OnLine SC 1609; 2025 : INSC : 928.]

"20. A decree passed without jurisdiction is null and void. A court is said to lack jurisdiction if it has no territorial jurisdiction, or if it has no pecuniary jurisdiction, or if its jurisdiction over the subject matter is circumscribed by any law. Such laws may be either substantive or procedural and may, by express provision or necessary implication, take away the jurisdiction of a court to deal with a matter, leaving no room for any judicial discretion. These provisions may either impose a total bar on the court from dealing with certain subject matters or impose any preconditions, non-compliance with which may prevent the court from entertaining the suit, even if it otherwise has jurisdiction over the subject matter. A plea questioning the jurisdiction of the court can be raised at any stage, including before the High Court or this court, particularly when it involves a pure question of law."

9.4. Every plaint must be presented along with the documents relied upon in the plaint as per rule 14 of Order VII. A document is ordinarily relied upon in the plaint, and the narration in the bundle of facts contribute to the cause of action. Therefore, it is imperative upon the plaintiff to produce such document. It is trite law that the plaint can be rejected for failure to produce documents relied upon or referred to in the plaint. There can be no quarrel with the well settled position that while considering an application for rejection of plaint, only the averments in the plaint and the documents filed along with the plaint can be looked into. Though we agree with the learned senior counsel for the respondent-plaintiff on this proposition, the plaint cannot be read in an incomprehensive manner. What is implied in Order VII is a meaningful reading of the plaint, because the bar under law may be either express or by necessary implication. (See *T. Arivandandam* v. *T.V. Satyapal* [(1977) 4 SCC 467; 1977 SCC OnLine SC 286.] , *Sopan Sukhdeo Sable* v. *Assistant Charity Commissioner* [(2004) 3 SCC 137; 2004 SCC OnLine SC 115.] and *Madanuri Sri Rama Chandra Murthy* v. *Syed Jalal* [(2017) 13 SCC 174; (2017) 5 SCC (Civ) 602; 2017 SCC OnLine 459.]).

9.5. Similarly, all material facts have to be stated in the plaint.

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Material facts are those facts which create a complete cause of action; those facts which directly bear upon the maintainability or sustainability of the suit; and those facts upon adjudication of which may bring an end to the lis. Any suppression of a material fact, which has the effect of creating an illusory cause of action and eclipsing the legal bar, ought to be dealt with firmly, and the plaint would be liable to be summarily rejected. It is also settled law that a person who has suppressed a material fact is not entitled to any relief. Suppression of a material fact within the knowledge of the party amounts to fraud upon the court. The relevancy or otherwise of a fact is to be decided by the court, and parties cannot contend that they omitted a material fact on the assumption that it was not relevant. It is not only the duty of the court to summarily reject the claim of a party suppressing a material fact, but also to ensure that any benefit obtained by such party is undone and status quo ante restored in its fairness and equity. The consistent view of this court, irrespective of whether it is a petition under article 136 of the Constitution, a writ petition under article 226 of the Constitution, or in any proceedings before a civil, criminal, judicial or quasi-judicial forum is that the parties must disclose all material facts in their pleadings, and that a party, who suppresses any material fact is not entitled to any relief.

9.6. It would be useful to refer to the following judgments of this court and the observations made therein, on the above aspects:

(i)*Sopan Sukhdeo Sable* v. *Assistant Charity Commissioner* [(2004) 3 SCC 137; 2004 SCC OnLine SC 115.]

"20. There is distinction between 'material facts' and 'particulars'. The words 'material facts' show that the facts necessary to formulate a complete cause of action must be stated. Omission of a single material fact leads to an incomplete cause of action and the statement or plaint becomes bad. The distinction which has been made between 'material facts' and 'particulars' was brought by Scott, L.J. in *Bruce* v. *Odhams Press Ltd.* [(1936) 1 KB 697; (1936) 1 All ER 287 (CA).] in the following passage : (All ER page 294)

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> 'The cardinal provision in rule 4 is that the statement of claim must state the material facts. The word "material" means necessary for the purpose of formulating a complete cause of action; and if any one "material" statement is omitted, the statement of claim is bad; it is "demurrable" in the old phraseology, and in the new is liable to be 'struck out' under R.S.C. order 25 rule 4 (see *Philipps* v. *Philipps* [(1878) 4 QBD 127.]); or "a further and better statement of claim" may be ordered under rule 7.
>
> The function of "particulars" under rule 6 is quite different. They are not to be used in order to fill material gaps in a demurrable statement of claim—gaps which ought to have been filled by appropriate statements of the various material facts which together constitute the plaintiff's cause of action. The use of particulars is intended to meet a further and quite separate requirement of pleading, imposed in fairness and justice to the defendant. Their function is to fill in the picture of the plaintiff's cause of action with information sufficiently detailed to put the defendant on his guard as to the case he had to meet and to enable him to prepare for trial.'

The dictum of Scott, L.J. in *Bruce* v. *Odhams Press Ltd.* [(1936) 1 KB 697; (1936) 1 All ER 287 (CA).] has been quoted with approval by this court in *Samant N. Balkrishna* v. *George Fernandez* [(1969) 3 SCC 238; 1969 SCC OnLine SC 95.] and the distinction between 'material facts' and 'particulars' was brought out in the following terms : (SCC page 250, para 29)

> 'The word "material" shows that the facts necessary to formulate a complete cause of action must be stated. Omission of a single material fact leads to an incomplete cause of action and the statement of claim becomes bad. The function of particulars is to present as full a picture of the cause of action with such further information in detail as to make the opposite party understand the case he will have to meet.'

Rule 11 of Order 7 lays down an independent remedy made

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available to the defendant to challenge the maintainability of the suit itself, irrespective of his right to contest the same on the merits. The law ostensibly does not contemplate at any stage when the objections can be raised, and also does not say in express terms about the filing of a written statement. Instead, the word 's hall' is used, clearly implying thereby that it casts a duty on the court to perform its obligations in rejecting the plaint when the same is hit by any of the infirmities provided in the four clauses of rule 11, even without intervention of the defendant. In any event, rejection of the plaint under rule 11 does not preclude the plaintiffs from presenting a fresh plaint in terms of rule 13."

(ii) *K.D. Sharma* v. *Steel Authority of India Ltd.* [(2008) 12 SCC 481; 2008 SCC OnLine SC 1025.]

"34. The jurisdiction of the Supreme Court under article 32 and of the High Court under article 226 of the Constitution is extraordinary, equitable and discretionary. Prerogative writs mentioned therein are issued for doing substantial justice. It is, therefore, of utmost necessity that the petitioner approaching the writ court must come with clean hands, put forward all the facts before the court without concealing or suppressing anything and seek an appropriate relief. If there is no candid disclosure of relevant and material facts or the petitioner is guilty of misleading the court, his petition may be dismissed at the threshold without considering the merits of the claim.

35. The underlying object has been succinctly stated by Scrutton, L.J., in the leading case of *R.* v. *Kensington Income Tax Commissioners* [(1917) 1 KB 486; 86 LJKB 257; 116 LT 136 (CA).] in the following words : (KB page 514)

'… it has been for many years the rule of the court, and one which it is of the greatest importance to maintain, that when an applicant comes to the court to obtain relief on an ex parte statement he should make a full and fair disclosure of all the material facts—it says facts, not law. He must not misstate the law if he can help it—the court is supposed to know the law. But it knows nothing about the facts, and the applicant must state fully and fairly the facts; and the penalty by which the court enforces

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that obligation is that if it finds out that the facts have not been fully and fairly stated to it, the court will set aside any action which it has taken on the faith of the imperfect statement.'

36. A prerogative remedy is not a matter of course. While exercising extraordinary power a writ court would certainly bear in mind the conduct of the party who invokes the jurisdiction of the court. If the applicant makes a false statement or suppresses material fact or attempts to mislead the court, the court may dismiss the action on that ground alone and may refuse to enter into the merits of the case by stating, 'We will not listen to your application because of what you have done'. The rule has been evolved in the larger public interest to deter unscrupulous litigants from abusing the process of court by deceiving it…

38. The above principles have been accepted in our legal system also. As per settled law, the party who invokes the extraordinary jurisdiction of this court under article 32 or of a High Court under article 226 of the Constitution is supposed to be truthful, frank and open. He must disclose all material facts without any reservation even if they are against him. He cannot be allowed to play 'hide and seek' or to 'pick and choose' the facts he likes to disclose and to suppress (keep back) or not to disclose (conceal) other facts. The very basis of the writ jurisdiction rests in disclosure of true and complete (correct) facts. If material facts are suppressed or distorted, the very functioning of writ courts and exercise would become impossible. The petitioner must disclose all the facts having a bearing on the relief sought without any qualification. This is because 'the court knows law but not facts'.

39. If the primary object as highlighted in *R.* v. *Kensington Income Tax Commissioners* [(1917) 1 KB 486; 86 LJKB 257; 116 LT 136 (CA).] is kept in mind, an applicant who does not come with candid facts and 'clean breast' cannot hold a writ of the court with 's oiled hands'. Suppression or concealment of material facts is not an advocacy. It is a jugglery, manipulation, manoeuvring or misrepresentation, which has no place in equitable and prerogative jurisdiction. If the applicant does not disclose all the material facts fairly and truly but states them in a distorted manner and misleads the court, the court has inherent power in order to protect itself and

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to prevent an abuse of its process to discharge the rule nisi and refuse to proceed further with the examination of the case on the merits. If the court does not reject the petition on that ground, the court would be failing in its duty. In fact, such an applicant requires to be dealt with for contempt of court for abusing the process of the court….

45. In *Agricultural and Processed Food Products* v. *Oswal Agro Furane* [(1996) 4 SCC 297.] the petitioner filed a petition in the High Court of Punjab and Haryana which was pending. Suppressing that fact, it filed another petition in the High Court of Delhi and obtained an order in its favour. Observing that the petitioner was guilty of suppression of 'very important fact', this court set aside the order of the High Court….

49. 'Strongly disapproving' the explanation put forth by the petitioner and describing the tactics adopted by the federation as 'abuse of process of court', this court observed : (*All India State Bank Officers Federation* v. *Union of India* [1990 Supp SCC 336; 1991 SCC (L&S) 429; 1990 SCC OnLine SC 483; (1991) 16 ATC 454.] , Supp SCC pages 340 and 341, paras 9 and 11)

> '9. … There is no doubt left in our minds that the petitioner has not only suppressed material facts in the petition but has also tried to abuse judicial process….
>
> 11. Apart from misstatements in the affidavits filed before this court, the petitioner federation has clearly resorted to tactics which can only be described as abuse of the process of court. The simultaneous filing of writ petitions in various High Courts on the same issue though purportedly on behalf of different associations of the officers of the Bank, is a practice which has to be discouraged. Sri Sachar and Sri Ramamurthi wished to pinpoint the necessity and importance of petitions being filed by different associations in order to discharge satisfactorily their responsibilities towards their respective members. We are not quite able to appreciate such necessity where there is no diversity but only a commonness of interest. All that they had to do was to join forces and demonstrate their unity by filing a petition in

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> a single court. It seems the object here in filing different petitions in different courts was a totally different and not very laudable one.'…

51. Yet in another case in *Vijay Syal* v. *State of Punjab* [(2003) 9 SCC 401; 2003 SCC (L&S) 1112; 2003 SCC OnLine SC 660.] this court stated : (SCC page 420, para 24)

> '24. In order to sustain and maintain the sanctity and solemnity of the proceedings in law courts it is necessary that parties should not make false or knowingly, inaccurate statements or misrepresentation and/or should not conceal material facts with a design to gain some advantage or benefit at the hands of the court, when a court is considered as a place where truth and justice are the solemn pursuits. If any party attempts to pollute such a place by adopting recourse to make misrepresentation and is concealing material facts it does so at its risk and cost. Such party must be ready to take the consequences that follow on account of its own making. At times lenient or liberal or generous treatment by courts in dealing with such matters is either mistaken or lightly taken instead of learning a proper lesson. Hence there is a compelling need to take a serious view in such matters to ensure expected purity and grace in the administration of justice.'"

(iii) *Dalip Singh* v. *State of Uttar Pradesh* [(2010) 2 SCC 114; (2010) 1 SCC (Civ) 324; 2009 SCC OnLine SC 1867.]

"1. For many centuries Indian society cherished two basic values of life. i. e., 'satya' (truth) and 'ahimsa' (non-violence). Mahavir, Gautam Buddha and Mahatma Gandhi guided the people to ingrain these values in their daily life. Truth constituted an integral part of the justice-delivery system which was in vogue in the pre-independence era and the people used to feel proud to tell truth in the courts irrespective of the consequences. However, post-independence period has seen drastic changes in our value system. The materialism has overshadowed the old ethos and the quest for personal gain has become so intense that those involved in litigation do not hesitate to take shelter of falsehood,

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misrepresentation and suppression of facts in the court proceedings….

3. In *Hari Narain* v. *Badri Das* [1963 SCC OnLine SC 135; AIR 1963 SC 1558.] this court adverted to the aforesaid rule and revoked the leave granted to the appellant by making the following observations : (AIR page 1558)

> 'It is of utmost importance that in making material statements and setting forth grounds in applications for special leave made under article 136 of the Constitution, care must be taken not to make any statements which are inaccurate, untrue or misleading. In dealing with applications for special leave, the court naturally takes statements of fact and grounds of fact contained in the petitions at their face value and it would be unfair to betray the confidence of the court by making statements which are untrue and misleading. Thus, if at the hearing of the appeal the Supreme Court is satisfied that the material statements made by the appellant in his application for special leave are inaccurate and misleading, and the respondent is entitled to contend that the appellant may have obtained special leave from the Supreme Court on the strength of what he characterises as misrepresentations of facts contained in the petition for special leave, the Supreme Court may come to the conclusion that in such a case special leave granted to the appellant ought to be revoked.'…

5. In *G. Narayanaswamy Reddy* v. *Government of Karnataka* [(1991) 3 SCC 261; 1991 SCC OnLine SC 166; AIR 1991 SC 1726.] the court denied relief to the appellant who had concealed the fact that the award was not made by the Land Acquisition Officer within the time specified in section 11A of the Land Acquisition Act because of the stay order passed by the High Court. While dismissing the special leave petition, the court observed : (SCC page 263, para 2)

> "2… Curiously enough, there is no reference in the special leave petitions to any of the stay orders and we came to know about these orders only when the respondents

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> appeared in response to the notice and filed their counter-affidavit. In our view, the said interim orders have a direct bearing on the question raised and the non-disclosure of the same certainly amounts to suppression of material facts. On this ground alone, the special leave petitions are liable to be rejected. It is well settled in law that the relief under article 136 of the Constitution is discretionary and a petitioner who approaches this court for such relief must come with frank and full disclosure of facts. If he fails to do so and suppresses material facts, his application is liable to be dismissed. We accordingly dismiss the special leave petitions."

6. In *S.P. Chengalvaraya Naidu* v. *Jagannath (Dead)* [(1994) 1 SCC 1; 1993 SCC OnLine SC 318; JT (1993) 6 SC 331.] the court held that where a preliminary decree was obtained by withholding an important document from the court, the party concerned deserves to be thrown out at any stage of the litigation.

7. In *Prestige Lights Ltd.* v. *State Bank of India* [(2007) 139 Comp Cas 169 (SC); (2007) 8 SCC 449; 2007 SCC OnLine SC 1026.] it was held that in exercising power under article 226 of the Constitution of India the High Court is not just a court of law, but is also a court of equity and a person who invokes the High Court's jurisdiction under article 226 of the Constitution is duty-bound to place all the facts before the court without any reservation. If there is suppression of material facts or twisted facts have been placed before the High Court then it will be fully justified in refusing to entertain a petition filed under article 226 of the Constitution. This court referred to the judgment of Scrutton, L.J. in *R.* v. *Kensington Income Tax Commissioners* [(1917) 1 KB 486; 86 LJKB 257; 116 LT 136 (CA).] and observed : (*Prestige Lights Ltd.* v. *State Bank of India* [(2007) 139 Comp Cas 169 (SC); (2007) 8 SCC 449; 2007 SCC OnLine SC 1026.] , SCC page 462, para 35)

> 'In exercising jurisdiction under article 226 of the Constitution, the High Court will always keep in mind the conduct of the party who is invoking such jurisdiction. If the applicant does not disclose full facts or suppresses relevant materials or is otherwise guilty of misleading the court, then

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> the court may dismiss the action without adjudicating the matter on the merits. The rule has been evolved in larger public interest to deter unscrupulous litigants from abusing the process of court by deceiving it. The very basis of the writ jurisdiction rests in disclosure of true, complete and correct facts. If the material facts are not candidly stated or are suppressed or are distorted, the very functioning of the writ courts would become impossible.'

8. In *A.V. Papayya Sastry* v. *Govt. of A.P.* [(2007) 4 SCC 221; 2007 SCC OnLine SC 317; AIR 2007 SC 1546.] the court held that article 136 does not confer a right of appeal on any party. It confers discretion on this court to grant leave to appeal in appropriate cases. In other words, the Constitution has not made the Supreme Court a regular court of appeal or a court of error. This court only intervenes where justice, equity and good conscience require such intervention….

10. In *K.D. Sharma* v. *Steel Authority of India Ltd.* [(2008) 12 SCC 481; 2008 SCC OnLine SC 1025.] the court held that the jurisdiction of the Supreme Court under article 32 and of the High Court under article 226 of the Constitution is extraordinary, equitable and discretionary and it is imperative that the petitioner approaching the writ court must come with clean hands and put forward all the facts before the court without concealing or suppressing anything and seek an appropriate relief. If there is no candid disclosure of relevant and material facts or the petitioner is guilty of misleading the court, his petition may be dismissed at the threshold without considering the merits of the claim. The same rule was reiterated in *G. Jayashree* v. *Bhagwandas S. Patel* [(2009) 3 SCC 141; (2009) 1 SCC (Civ) 780; 2008 SCC OnLine SC 1939.]."

(iv) *Ram Kumar* v. *State of Uttar Pradesh* [(2023) 16 SCC 691; 2022 SCC OnLine SC 1312.]

"28. This court, in *S.P. Chengalvaraya Naidu* v. *Jagannath (Dead)* [(1994) 1 SCC 1; 1993 SCC OnLine SC 318; JT (1993) 6 SC 331.] has held that non-disclosure of the relevant and material documents with a view to obtain an undue advantage would

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> amount to fraud. It has been held that the judgment or decree obtained by fraud is to be treated as a nullity. We find that respondent No. 9 has not only suppressed a material fact but has also tried to mislead the High Court. On this ground also, the present appeal deserves to be allowed."
>
> 9.7. Rule 13 of Order VII lays down that rejection of the plaint does not preclude the plaintiff from preventing a fresh plaint in respect of the same cause of action. Rule 13 can ordinarily be invoked only when the plaint has been rejected for non-disclosure of cause of action or curable defects. There is a distinction between "having" a cause of action and "disclosing" a cause of action. As noticed above, a plaint can be rejected if it fails to disclose a cause of action upon a meaningful reading. All that rule 13 permits is, where the right to sue survives after rejection of the plaint on the ground of non-disclosure of cause of action, a fresh plaint may be presented. However, when the suit itself is barred by law, rule 13 cannot come to the rescue of the plaintiff. Similarly, what is enabled is only presentation of a fresh plaint; it does not mandate automatic admission of the plaint or registration of the suit. The plaintiff must still establish compliance with all legal requirements, including the law of limitation."

53.1 The law laid down by the Hon'ble Apex Court in the above decision inter alia being that while all materials have to be stated in the plaint, which would include all such facts, which create a complete cause of action including facts, which are against the plaintiff. It is further observed that any suppression which has the effect creating an illusory cause of action should be dealt with firmly and the plaint should be summarily rejected. That the Hon'ble Apex Court has taken a consistent view including in proceedings before learned Civil Courts that parties must disclose all material facts and one who suppresses any material fact

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is not entitled to any relief.

53.2 Considered from the perspective of the law laid down by the Hon'ble Apex Court hereinabove also, it would clear that the plaintiff has resorted to suppression of facts, which facts go to the root of the issue and upon consideration of such facts, the plaint being dis-entitled to the lis, the plaint is liable to be rejected.

The questions No. 3 and 4 are answered accordingly.

54. Having regard to the conclusion as enumerated hereinabove, while the logical consequence thereof would be dismissing the Admiralty Suit itself, yet, this Court notices that there are two further issues which require consideration inasmuch as; vide an order dated 12.06.2026, while permitting the plaintiff ANAFI SME represented through Ms. Laskarina Karastamati to contest Admiralty Suit No. 8 of 2026 and Admiralty Suit No. 32 of 2026, this Court, confronted with diametrically opposite submissions, had inter alia directed Ms. Laskarina Karastamati to deposit an amount of US Dollar 20,000/- (US Dollar 10,000/- per Admiralty Suit) before the Registry of this Court, more particularly to show her bona fides before giving an audience to the learned Counsels appearing for M/s ANAFI SME, plaintiff of Admiralty Suit No. 32 of 2026. The said

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amount having been deposited, the learned Counsels for the ANAFI SME had been heard by this Court. The question being as to how the said amount is required to be appropriated.

54.1 The next issue being that in the course of deciding the suits in question, this Court has noticed gross suppression and inherently false pleadings in the suit, and the resultant effect being that the vessel MT ANAFI, which had been arrested in Admiralty Suit No. 8 of 2026, which suit had been sought to be withdrawn by the plaintiff therein, was not permitted to be withdrawn on account of the opposition by M/s ANAFI SME, more particularly since a substantive suit, i.e. Admiralty Suit No. 32 of 2026 being filed by ANAFI SME inter alia praying for arrest of vessel MT ANAFI. The position had persisted from 12.06.2026 onwards. Thus, the vessel which could have been released on 12.06.2026, had continued to remain under arrest for all this while. The question being whether damages/costs are required to be awarded to the owners of the vessel for the continues of arrest from 12.06.2026 onwards.

54.2 The later issues being answered by this Court as hereinafter.

55. As regards the above questions, this Court has noticed that the mainstay of the best prima facie case of the plaintiff, stands dissipated

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upon consideration of the documents, which though relevant, had been suppressed. This Court has also noticed that the documents being decisions of a competent Court, i.e. the learned High Court of England and Wales and arbitral awards in arbitration proceedings, which had been initiated based upon the same bare boat charter party between M/s Eletson Gas LLC and BSL MGC Limited, as relied upon by the plaintiff. This Court has also noticed that the decisions of the Arbitral Tribunals and the learned High Court of England and Wales have become final inter party. In any case, this Court had also noticed that there was no submission based upon documentary evidence claiming that the arbitral awards or decision of the learned High Court of England and Wales were interfered finally or at interim stage or at least had been challenged before a competent forum/court.

56. To this Court it would appear that the plaintiff ANAFI SME represented through Ms. Laskarina Karastamati could not have claimed ignorance of the proceedings and also was not entitled to claim that the proceedings would not be binding on ANAFI SME since right of M/s ANAFI SME to claim possession and control over vessel MT ANAFI flowed from the bare boat charter party agreement, which was declared as expired by the Arbitral Tribunal on 31.07.2025. Again, even prior thereto,

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the learned High Court of England and Wales on 14.07.2025 had declared that the Kertiskoff Group had no control over M/s Eletson Gas LLC. To this Court it was imperative that the above material, i.e. the final partial awards by the Arbitral Tribunals dated 25.07.2025 and 13.10.2025 as well as the judgment of the learned High Court of England and Wales dated 14.07.2025, being the most relevant evidentiary material, ought to have been placed before this Court in Admiralty Suit No. 32 of 2026. To this Court it would appear that it would have been a different material altogether, if the said documents had been placed on record by the plaintiff and thereafter, the plaintiff having contended that the same would not be binding on the plaintiff since the plaintiff was not a party to the said proceedings or the same would not be binding on the plaintiff on any other legal ground. Such a course of action, while it may not have enured in favour of the plaintiff insofar as the final outcome is concerned, yet, it would have ensured that the discussion as to whether the plaintiff is to be imposed with costs or not, could have been avoided.

57. To this Court it is but a salutary principle of our jurisprudence that a person who approaches a Court, is expected to come with clean hands, that is to say that, the person concerned should place before the Court all material relevant for deciding the issue in question. Deliberate

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withholding of relevant material and deliberately resorting to misleading pleadings or misleading submissions, would, depending on the degree of the suppression or misleadment, result in the party concerned being visited with consequences including but not limited to imposition of costs and also leading to dis-entitling the party from an adjudication on merits, the later consequence being faced by the plaintiff, though in context of rejection of the suit as it did not disclose a cause of action, under order 7 Rule 11(a) of the Civil Procedure Code, 1908.

58. In the present case, as observed by this Court hereinabove, the degree of suppression is extremely high since documents which were absolutely relevant for deciding the proceedings, which documents touched upon and decided the substantive right of the plaintiff even to maintain the Admiralty Suit in question, had been deliberately suppressed.

59. On the other hand, it would appear that the very right on strength of which the Admiralty Suit itself was preferred, was non-existent much prior to the filing of the Admiralty Suit, had led to this Court being required to hear the lengthy and at times excruciatingly detailed arguments on behalf of the parties, which time, this Court could have devoted to other litigations. It would thus appear to this Court that the

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suppression on the edifice of which the suit was preferred, has resulted in the vessel MT ANAFI being required to remain under arrest unnecessarily post 12.06.2026 and has also resulted in immense wastage of time of this Court, is required to be dealt with sternly. Thus, this Court is of the opinion that the amount of US Dollar 20,000/- deposited with the Registry of this Court by Ms. Laskarina Karastamati to show her bona fides, are required to be imposed as costs, to be paid to the Gujarat High Court Legal Services Authority (Juvenile Justice Fund) (proposed) and to the Gujarat High Court Advocates Association Welfare Fund (proposed).

60. Furthermore, insofar as the owners of the vessel MT ANAFI are concerned, Ms. Laskarina Karastamati, the authorized representative of the plaintiff ANAFI SME, on basis of post authorization, the suit itself had been preferred, is directed to pay costs quantified at US Dollar 1,00,000/- to the plaintiffs of Admiralty Suit No. 8 of 2026, within a period of four weeks from the date this decision is uploaded on the web portal of the Gujarat High Court.

61. On basis of the above discussion, observations and conclusions, the following directions are issued :

(i) The plaintiffs of Admiralty Suit No. 8 of 2026 are permitted to

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withdraw the Admiralty Suit No. 8 of 2026 unconditionally. The Admiralty Suit No. 8 of 2026 stands disposed of as such. Consequently, connected Civil Applications are also disposed of.

(ii) Admiralty Suit No. 32 of 2026 stands disposed of as dismissed.

(iii) The amount of US Dollar 20,000/- deposited with the Registry of this Court as per order dated 12.06.2026 in the present proceedings are directed to be transferred to the Gujarat High Court Legal Services Authority (Juvenile Justice Fund) (proposed) and to the Gujarat High Court Advocates Association Welfare Fund (proposed) in the ratio of US Dollar 10,000/- each. The Registry shall transfer the above amounts to the Funds named hereinabove after they are created and whereas it is open to the Registry to seek clarification from this Court, in case there is any change in the nomenclature of the proposed Funds as above.

(iv) Costs quantified at US Dollar 1,00,000/- is directed to be paid by Ms. Laskarina Karastamati/ANAFI SME to the owners of vessel MT ANAFI, i.e. plaintiffs of Admiralty Suit No. 8 of 2026, within a period of four weeks from the date the present decision is uploaded on the web portal of the Gujarat High Court.

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62. After the judgment had been pronounced before it had been released, learned Advocate Mr. Prathamesh Kamat for the plaintiff in Admiralty Suit No. 32 of 2026 had requested that the arrest order of vessel MT ANAFI may be continued for a period of four weeks, so as to enable the plaintiff of Admiralty Suit No. 32 of 2026 to challenge the present decision.

62.1 Learned Senior Advocate Mr. M.R. Bhatt with learned Advocate Mr. Munjal Bhatt for M/s M.R. Bhatt and Company, had also addressed this Court submitting that M/s IOCL has filed a caveat against release of vessel MT ANAFI, and therefore, the vessel MT ANAFI may not be released.

63. The above submissions have been opposed by learned Advocate Mr. Salil Thakore for the plaintiff in Admiralty Suit No. 8 of 2026 by submitting that the arrest order by virtue of which, vessel MT ANAFI subjected to arrest, had been passed in Admiralty Suit No. 8 of 2026, which has been permitted to be withdrawn by this Court by the present decision. It is submitted that there is no substantive order passed in Admiralty Suit No. 32 of 2026. Thus, there could not be any request for continuance of the arrest by the learned Counsel appearing for the plaintiff in Admiralty Suit No. 32 of 2026, since no order had been passed

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in the said suit. Insofar as the caveat against release of vessel MT ANAFI by M/s IOCL, it is submitted that M/s IOCL having preferred a substantive Admiralty Suit, it would not be entitled to file a caveat and whereas M/s IOCL would have to make out a case for substantive arrest in the Admiralty Suit, which they have filed.

64. Having considered the rival contentions, in the considered opinion of this Court, the request for continuance of arrest by the learned Counsel appearing for the plaintiff in Admiralty Suit No. 32 of 2026, cannot be acceded to. The reason being that this Court had not passed any order of arresting vessel MT ANAFI in Admiralty Suit No. 32 of 2026, whereas the order of arrest had been passed in Admiralty Suit No. 8 of 2026 and vide the present decision the Admiralty Suit No. 8 of 2026 has been permitted to be withdrawn. The arrest order in the said suit could not be continued to enure in favour of the plaintiff of Admiralty Suit No. 32 of 2026, more particularly since this Court has by the present decision dismissed the Admiralty Suit No. 32 of 2026. In any case, since order of arrest was only in Admiralty Suit No. 8 of 2026, the plaintiff of Admiralty Suit No. 32 of 2026 could not seek for continuance of the same.

64.1 Insofar as the caveat filed by M/s IOCL, this Court is inclined to accept the submission made by learned Advocate Mr. Thakore for the

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plaintiff of Admiralty Suit No. 8 of 2026, that since a substantive suit has been filed by M/s IOCL, they would not be entitled to file the caveat.

65. Having observed as hereinabove, since this Court notices that the substantive suit filed by M/s IOCL being Admiralty Suit No. 51 of 2026, had been adjourned, awaiting the present decision, therefore to facilitate the Court to decide the suit filed by IOCL effectively, it is directed that the vessel MT ANAFI shall not be released for a period of 24 Hours from the time the present decision is uploaded on the web portal of the High Court of Gujarat.

(NIKHIL S. KARIEL,J)

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