

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ADMIRALTY AND VICE ADMIRALTY JURISDICTION**

IN ITS COMMERCIAL DIVISION

INTERIM APPLICATION (L) NO. 27282 OF 2026

IN

COMMERCIAL ADMIRALTY SUIT NO. 26 OF 2026

JSW Jaigarh Port Limited ... Applicant

In the matter between :

Zhang Union International LLC FZ ... Plaintiff

Versus

LPG Amir Gas, IMO No. 9167409 and others ... Defendants

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Mr. Prashant Pratap, Senior Advocate alongwith Mr. Apoorva Kulkarni and Mr. Shubham Agrahari instructed by SSB Legal and Advisory, Advocate for the Applicant/ Defendant No.4.

Mr. Bimal Rajasekhar alongwith Ms. Keyna Bhavsar instructed by Mr. Ashwin Shanker, Advocate for the Plaintiff.

Mr. Vishal Hegde (through VC) alongwith Ms. Anuja Apte, Advocate for the Defendant No.3.

Mr. Jitendra Mishra alongwith Ms. Niyati Mankad, Advocate for the Defendant No.5.

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CORAM : ABHAY AHUJA, J.

DATE : 7 AUGUST 2026

P.C. :

1. This Interim Application has been listed on the Production Board at 5.30 p.m. today as it was mentioned in the afternoon that an environmental disaster is about to take place at Jaigarh Port in view of

the highly inflammable and dangerous cargo of 1880.260 MT of Liquefied Petroleum Gas (LPG) in the Defendant-Vessel which had been arrested pursuant to order dated 29th April 2026 of this Court with a direction that the Defendant No.4, viz. the Applicant herein not to permit discharge of the said cargo.

2. When the matter is called out, Mr. Pratap, learned Senior Counsel, appearing for the Applicant/Original Defendant No.4 in the Suit viz. JSW Jaigarh Port Limited submits that the arrested Defendant-vessel LPG Amir Gas (IMO No.9167409) has on board highly dangerous and inflammable cargo of 1880.26 MT of LPG which requires careful monitoring and cooling operations to be carried throughout by the use of the vessels cooling pumps. It is submitted that if the temperature of the cargo is not maintained by use of cooling pumps, there is a very high risk of the cargo heating up and exploding risking the lives of the crew on board and causing large scale damage not only to the vessel, but also to the port facilities, port infrastructure, other ships in the port, environmental damage, pollution and damage to the entire ecology surrounding the port.

3. Taking this Court to the Technical Observation of the Applicant at Exhibit-B which is at pages 26 to 28 of the Application, Mr. Pratap has submitted that any explosion of LPG will be felt over a

radius of 5-10 kms and has the potential to cause damage within the said area. That this would include land side damage to the property including the electricity manufacturing plant located in the vicinity.

4. Mr. Pratap further submits that the Director General of Shipping has also inspected the vessel on 5th August 2026 and noted several critical defects and deficiencies in the vessel, including the following :

- (i) Sr.No.23 : LPG Cargo main cooling pump found to be non-operational.
- (ii) Sr.No.5 : Vessel's water sprinkler firefighting system and sprinkler pumps found to be non-operational.
- (iii) Sr.No.4 : Vessels inert gas system found to be non-operational.
- (iv) Sr.No.3 : Vessels P&I cover found to be expired since July 2026.

5. Mr. Pratap submits that these deficiencies and defects are critical to the safe storage of the LPG Cargo on board the vessel. Since the cooling system is not working and the sea water pump is being used and cooling is done by manual sprinkling of water. The inert gas system which lowers the oxygen level in the cargo tanks to ensure that the cargo does not combust is also not operational which poses severe risk to the port and damage to the environment in case of any explosion. The Protection and

Indemnity Insurance has also expired. It is submitted that the condition of the vessel is extremely fragile and degraded and the cargo on board poses huge risk to human life including crew on board the vessel as well as property due to the combustible cargo in case of fire by explosion. That therefore this Court consider passing orders in terms of prayer clauses (a) to (g), which read thus :

- (a) Pass appropriate orders and directions directing Defendant No.2 to forthwith discharge the cargo of 1880.260 MT of Liquefied Petroleum Gas (LPG) presently on board the vessel and retain the cargo in their custody pending further orders and modify the order dated 29 April 2026 as may be necessary.
- (b) Pass appropriate orders and directions directing Defendant No.5 to facilitate and permit discharge of the cargo of LPG on board the vessel by Defendant No.2.
- (c) Direct the Plaintiff and / or Defendant No.3 to forthwith and immediately supply a minimum of 50 MT Marine Gas Oil (MGO) and 10 Kilolitres of Lube Oil various grade to the Defendant No.1 vessel LPG Amir Gas and to continue to supply bunkers as and when requisitioned by the Master and / or Chief Engineer from time to time.
- (d) Direct the Plaintiff and / or Defendant No.3 to carry out all emergency repairs to the vessel as noted and detailed in the Report of Inspection carried out by the surveyor Mercantile Marine Department and Director General of

Shipping at S. Nos. 4, 5, 8, 17 and 23 of the Report dated 5 August 2026.

(e) Direct the Plaintiff and / or Defendant No.3 to forthwith and immediately supply adequate food provisions and fresh water to the Master and crew on board the vessel for their sustenance as per the requisition made by the Master and / or Chief Officer from time to time.

(f) Direct Defendant No.3 to forthwith obtain Protection and Indemnity insurance cover for the vessel LPG AMIR GAS.

(g) Direct and / or permit the 1st Defendant vessel to be shifted from berth to anchorage where the vessel can remain pending discharge of cargo and critical repairs being carried out, as detailed in the Report dated 5 August 2026 of the Surveyor of the Directorate General of Shipping.

6. Mr. Pratap submits that although the matter was originally to be listed on 21st August 2026, however since an urgent situation has emerged in view of the report of the Director General of Shipping as well as the Technical Observation Report of the Applicant, it is imperative that this Court consider the application and pass protective orders.

7. Mr. Rajasekhar, learned Counsel, appearing for the Plaintiff submits that while his client is equally concerned about the hazard and risk to the port as well as environment and the projected risk to humanity at large as the parties, particularly, the Plaintiff and the

Defendant No.2 could not arrive at any settlement with respect to the sharing of cargo, his client is willing to deposit AED 34,78,481 being the amount of the two invoices at Exhibit-C at pages 86 and 87 of the plaint as security and for a direction of this Court to have the cargo discharged in his favour.

8. Mr. Hegde, learned Counsel, appearing through video-conferencing for the Defendant No.3-owner has also earlier made a similar suggestion except that his client would pay AED 34,78,481 being the total amount of the two invoices as security, not only for discharge of the cargo, but also for the release of the vessel as mentioned in the Interim Application (L) No.17650 of 2026 seeking release of the vessel, which is not acceptable to Mr. Rajasekhar, learned Counsel for the Plaintiff.

9. Considering the exigent circumstances as narrated in the Application and as submitted by Mr. Pratap, learned Senior Counsel for the Applicant-Port, this Court is of the view that any party who deposits the total of two invoices at Exhibit-C, pages 86 and 87, aggregating to AED 34,78,481 in this Court, as security, be permitted to have the LPG Cargo discharged in its favour.

10. Since all the concerned parties viz. the Plaintiff, Defendant No.2 and Defendant No.3 are present in Court, this Court has requested

the learned Counsel to take instructions as to whether their clients would be willing to deposit the said amount as security for discharge of the cargo.

11. Only Mr.Rajasekhar for the Plaintiff on instructions, submits that his client would deposit the said amount of AED 34,78,481 as security in this Court by 10th August 2026, 12.00 noon.

12. If that be the case, once an amount of AED 34,78,481 is deposited with the Prothonotary & Senior Master of this Court and confirmed by the Prothonotary & Senior Master, the Plaintiff be thereafter permitted to discharge the cargo.

13. Upon deposit of the said amount and confirmation from the Prothonotary & Senior Master of the deposit, the Plaintiff to take immediate steps to discharge the cargo, keeping in mind, the safety concerns and the requirements and action to be taken as per the report of inspection of the Director General of Shipping dated 5th August 2026 at pages 29 to 33 of this Application.

14. The Defendant No.5 viz. the Customs to facilitate and permit discharge of the cargo of LPG from the vessel by the Plaintiff.

15. Let the Plaintiff also within 24 hours supply a minimum of 50 MT of marine gas oil and 10 kilo litres of lube oil to the Defendant No.1-vessel LPG Amir Gas, IMO No. 9167409 and to continue to supply

bunkers as and when requisitioned by the Master/Ship Engineer of the Defendant No.1-vessel.

16. Till the discharge of the entire cargo, the Plaintiff to carry out all emergency repairs to the Defendant No.1-vessel as per the report of inspection carried out by the Surveyor of the Mercantile Marine Department and the Director General of Shipping as per serial Nos. 4, 5, 8, 17 and 23 of the report dated 5th August 2026.

17. The Defendant No.3 is directed to forthwith and immediately supply adequate food and provisions and fresh water to the Master and crew on board the vessel for their sustenance as per the requisition made by the Master and/or Chief Officer from time to time.

18. The Defendant No.3 also to obtain Protection and Indemnity Insurance cover for the Defendant No.1-Vessel LPG Amir Gas, IMO No. 9167409 within a period of one week and furnish a copy of the same to the Plaintiff as well as to the Interim Applicant.

19. Considering the catastrophic consequences that a large scale release of LPG may result due to fire or explosion as has been highlighted in the Technical Observation at pages 26 to 28 of the report of the Interim Applicant, this Court also deems it appropriate to issue urgent and immediate notice to the Director General of Shipping, State Disaster Management Authority (SDMA) through the Chief Secretary of

the State of Maharashtra as well as the District Disaster Management Authority of the Jaigarh Port-Applicant through the District Collector at Ratnagiri and also to the National Disaster Management Authority, not only to render full co-operation and assistance for the safe discharge of the LPG cargo in the event the Plaintiff deposits the AED 34,78,481 in this Court as above but also plan and prepare for a discharge/release of the cargo, in the event no amounts are deposited in this court as per the above order, so as to avert a disaster/catastrophe that may result pursuant to the leakage of the LPG Cargo in the Defendant-vessel as highlighted in the report of the Applicant-Port at Exhibit-B.

20. It goes without saying that in the event the security of AED 34,78,481 is deposited by the Plaintiff in the Court as per the aforesaid order, the restraint on the discharge of LPG Cargo would stand vacated, however the arrest of the Defendant No.1-Vessel to continue.

21. It is expected that on the next date, the National Disaster Management Authority, State Disaster Management Authority and the District Disaster Management Authority and the Director General of Shipping would also be adequately represented before this Court.

22. It also goes without saying that the aforesaid order is without prejudice to the rights and contentions of the parties.

23. It is also clarified that the amount expended by the Plaintiff towards bunker/lube oil and repairs is permitted to be recovered by the Plaintiff as Sheriff's expenses in priority to all other expenses.
24. The Interim Application is allowed to the above extent.
25. For consideration of prayer clause (g) and for compliance, list on **10th August 2026 at 2.00 p.m.**
26. Liberty to apply in case of any difficulty.

(ABHAY AHUJA, J.)