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C.S.(Comm.Div.) No.257 of 2025

## IN THE HIGH COURT OF JUDICATURE AT MADRAS

Judgment Reserved on : 02.01.2026

Judgment Delivered on : 06.01.2026

## CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

C.S.(Comm.Div.) No.257 of 2025andA.No.4885 of 2025

M/s.Ram-Nath & Company Private Limited,  
represented by its Power of Attorney Holder,  
Mr.Anandkumar Singh  
Having office at  
C-16 and C-17 Thiru Vi Ka Industrial Estate,  
Guindy, Chennai – 600 032.

... Plaintiff

vs.

1.Owners and Parties Interested in  
Motor Vessel (M.V) Maersk Stadelhorn  
Having IMO 9726671  
A Motor Vessel, sailing under the flag of Singapore,  
Together with her hull, tackle, engines,  
gears, plant, Machinery, articles, things, appurtenant,  
Presently lying at Adani Ennore Container  
Terminal (AECTPL),  
and represented herein by its Master.

2.Owners and Parties Interested in Motor  
Vessel Mette Maersk,  
having IMO No.9632155  
A Motor Vessel, sailing under the flag of Denmark,  
Together with her hull, tackle, engines,  
gears, plant, Machinery, articles, things, appurtenant,  
represented herein by its Master.

... Defendants



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Suit filed under Section 5(2) r/w Section 3 of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 r/w Order IV Rule 1 of Original Side Rules r/w Order VII Rule 1 of CPC, 1908, praying

- (a) for a decree in favour of plaintiff and against the first defendant vessel, Motor Vessel (M.V) Maersk Stadelhorn having IMO 9726671 and her owners and all persons interested in her for an amount of Rs.10,68,754/- towards damages and legal cost of Rs.1,31,246/- total amounting to Rs.12,00,000/- with further interest at the rate of 18% per annum from the date of suit till its realization as per particulars of claim.
- (b) To pass an order that the first defendant Motor Vessel (M.V) Maersk Stadelhorn Having IMO 9726671 together with her Hull, tackle, engines, Machinery, articles, things, appurtenant presently lying at Adani Ennore Container Terminal (AECTPL) within the territorial waters of India be arrested by a warrant of arrest by this Court and the same be condemned in respect of the claim herein and ordered to be sold along with the Hull, tackle, engines, Machinery, articles, things, appurtenant and the net sale proceeds thereof be ordered to the satisfaction of the plaintiff claim herein.

For Plaintiff : Mr.V.J.Pushpakumar

For Defendants : Mr.P.Giridharan  
Mr.H.Sidharth  
Mr.M.Karthik

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## JUDGMENT

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The relief sought for in the suit and the relief sought for in the application and the facts of the present case were succinctly captured in the earlier order passed by this Court on 29.09.2025 and for proper appreciation, the same is extracted hereunder:

*“The plaintiff has sought for the following relief:*

*“The Plaintiff therefore prays for Judgment and decree:*

*(a) For a decree in favour of Plaintiff and against the 1st Defendant Vessel, Motor Vessel (M.V) Maersk Stadelhorn Having IMO 9726671 and her owners and all persons interested in her for an amount of Rs.10,68,754/- towards damages and legal cost of Rs.1,31,246/- total amounting to Rs.12,00,000/- with further interest at the rate of 18% per annum from the date of suit till its realization as per Particulars of Claim.*

*(b) To pass an order that the 1st Defendant Motor Vessel (M.V) Maersk Stadelhorn Having IMO 9726671 together with her Hull, tackle, engines, Machinery, articles, things, appurtenant presently lying at Adani Ennore Container Terminal (AECTPL) within the territorial waters of India be arrested by a warrant of arrest by this Hon'ble Court and the same be condemned in respect of the claim herein and ordered to be sold along with the Hull, tackle, engines, Machinery, articles, things, appurtenant and the net sale proceeds thereof be ordered to the satisfaction of the Plaintiff claim herein.”*

*2. The plaintiff had raised two invoices, one on 04.08.2025 for a sum of Rs.1,59,783.80 with the due date for payment on 08.08.2025. The invoice had been raised by the plaintiff's Customs House Agent M/s.SAK Impex Shipping Services. The defendant, who provides the containers, grants 14 days free time for the plaintiff to remove its articles from the containers and return the same to the defendant. The plaintiff claims that despite having this 14 days free time, by inadvertence, an employee of the Customs House Agent had purchased additional 7 days time. This invoice was raised on 06.08.2025.*



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*This resulted in the defendants raising an additional invoice for a sum of Rs.10,68,754/- (inclusive of GST) with payment date by 14.08.2025. It is not in dispute that the payments under both the invoices were made. The plaintiff claims the payment on the second invoice was 'under protest'.*

*3.On 12.08.2025, an e-mail was sent by the plaintiff's agent to the defendant seeking immediate cancellation of the invoice seeking additional 7 days time purchased by inadvertence. The vessel carrying the containers arrived in India on 08.08.2025. The cargo was discharged on the very same day. The plaintiff took delivery of the cargo on 17.08.2025 and returned the empty container on 18.08.2025.*

*4.Noticing that the additional 7 days time purchased was absolutely unnecessary and one caused by inadvertence, the plaintiff on 12.08.2025 sent an e-mail to the Officers of the defendant pointing out the mistake and sought for cancellation. This was followed up with series of e-mails on 14.08.2025 onwards.*

*5.On 25.08.2025, the plaintiff received an e-mail from the dispute resolution cell of the defendant that, being a purchase made voluntarily, it is the policy decision of the defendant not to reverse the same. They also extracted the policy decision in the e-mail which stated as follows:*

*“By accepting the terms above, you agree to become a payer for the invoice, which will be sent for the purchase of detention free days (Freetime extension contract) and to make the payment for the invoice within 24 hours of receiving it. Kindly note that once purchased, this charge for the Free time extension contract is non-refundable.”*

*6.Despite drawing the attention of the plaintiff's agent to this facts, he repeatedly knocked on the doors of the defendant seeking refund. As nothing was forth coming, other than reiteration of the earlier stand, the plaintiff is before this Court for the aforesaid relief. Along with the suit, the plaintiff has moved an application in A.No.4885 of 2025 seeking for arrest of the sister vessel of the original vessel which brought the containers to India.*

*7.Mr.V.J.Pushpa Kumar appearing for the plaintiff made an urgent mention to take up this application for hearing. It*



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was his plea that the vessel concerned would move the country by midnight today and if the application is taken up for hearing on 03.10.2025, namely during the regular sitting, it would be rendered infructuous. Taking note of the urgency pleaded, I directed Mr.V.J.Pushpa Kumar to serve the papers on the counsel for the defendant. After the papers were served, Mr.P.Giridharan has entered appearance for the defendant.

8.It is the plea of Mr.V.J.Pushpa Kumar that this is an maritime claim within the meaning of Section 4 of The Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017. He pleads that as it is an agreement relating to “carriage of goods” within the meaning of Section 4(1)(g), he is entitled to maintain the suit as an admiralty suit.

9.He further urges that the defendant do not have any permanent office nor any immovable property within this Country and all the properties are taken on hire. Hence, he pleads that in the event of decree being passed, the plaintiff would not be in a position to recover the amounts for which the plaintiff would have obtained under a decree.

10.Per contra, Mr.P.Giridharan stoutly opposed the application stating that it is not a “contract of carriage” as contemplated under Section 4(1)(g) of the Act. He states that it is a “contract of detention” for which an admiralty suit is not maintainable. Only in case of a claim arising out of or under a contract of carriage, then this Court has the jurisdiction to entertain the suit as an admiralty suit. The long and short of the arguments pleaded by Mr.P.Giridharan is that this Court does not have jurisdiction, since it is not a “maritime claim”.

11.The second submission is that there is no necessity to arrest the vessel, since the vessels of the defendant regularly call on the Ports in Chennai, atleast twice a week, one at Kattupalli and other at Chennai. He states that prior to purchase of the second invoice, the party would have to make a conscious decision opting for the additional time sought for. At the time of acceptance, the defendant states that the additional time so purchased is not refundable. Having accepted this terms and conditions and purchased the additional free time, Mr.P.Giridharan states it is not open to the plaintiff to make any claim, much less, a claim for the arrest of the vessel.



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*12.I heard the counsel for the parties and I have gone through the records that have been produced by the plaintiff.*

*13.Here is a case where the claim itself is Rs.10 lakhs or there above. If I were to order arrest of the vessel, the vessel would be languishing in India awaiting the disposal of the application. The charter party for a ship is approximately \$20,000 per day. If an order of arrest is passed, the loss that the defendant would occur on account of such order will be more than the claim of the plaintiff. Hence, I am not inclined to grant the said order.*

*14.Insofar as the plea of Mr.P.Giridharan that the claim is only relating to contract of detention and not contract of carriage is concerned, prima facie, I am not in agreement with this submission. This is because, the additional time that had been purchased by the plaintiff is not a “stand alone” agreement, but one which is relatable to the original contract of carriage. If the second invoice which had been raised inadvertently had not been paid, the defendants might not have released the containers. Be that as it may, this is only, as pointed out, a prima facie conclusion. It requires deeper probe which I am certain that this Court can take during its normal working hours.*

*15.The plea that on account of a clerk having accepted the drop down contract, the plaintiff cannot make a claim also gives an impression that the plaintiff will have to be crucified for the mistake committed by a lowly employee paid of his agent. Whether this will amount to unjust enrichment or not, can be considered by the Court along with the plea of Mr.P.Giridharan that the suit itself is not maintainable before this Court. As I am not inclined to pass order of arrest, the application filed is converted into as one seeking attachment. Hence, notice to furnish security to the tune of the aforesaid amounts.*

*16.Mr.P.Giridharan states that he will file his counter within two weeks from today.*

*17.Post this case on 14.10.2025.”*



2. The main relief sought in the present suit is for recovery of a sum of Rs.10,68,754/- towards damages and for cost and interest. It is quite clear from the above order that the application filed for the arrest of the vessel was converted as an application seeking attachment before judgment.

3. The defendants have filed a counter affidavit and they have taken a preliminary objection stating that the claim made by the plaintiff is not a maritime claim, which falls within the mandatory requirements under Section 4 of The Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 [for brevity 'the Act']. According to defendants, the present suit has been filed for refund of charges paid towards purchase of extended detention free period and this claim does not pertain to the vessel. Therefore, the defendants have taken a stand that admiralty jurisdiction can be invoked only if the claim pertains to the vessel and since the present suit has been filed seeking refund of detention charges with respect to the container, Section 4 of the Act will not have any application and hence, the present suit is not maintainable and if at all, the plaintiff is seeking recovery of the money, it can only be filed as a regular civil suit before the competent Court of jurisdiction.



4. The defendants have also taken a stand that the present application which was converted into one seeking attachment, is also not maintainable since the grounds have not been made out under Order XXXVIII Rule 5 CPC.

5. Heard Mr.V.J.Pushpakumar, learned counsel for plaintiff and Mr.P.Giridharan, learned counsel for defendants.

6. The defendants have raised the issue of maintainability of the present suit filed as an admiralty suit. Therefore, the said issue has to be gone into at the outset before dealing with the relief sought in the application.

7. The issue of maintainability has been raised on the side of defendants mainly on the ground that the claim made by the plaintiff arises out of refund of detention charges with respect to the containers and since the claim was not under the contract of carriage as contemplated under Section 4(1)(g) and (h) of the Act, the admiralty jurisdiction of this Court cannot be invoked and if at all the plaintiff is able to sustain such a claim, it has to be worked out only before a regular Court exercising civil jurisdiction.



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8. A careful reading of the plaint shows that an invoice dated 04.08.2025 was raised for a sum of Rs.1,59,783.80 with the due date for payment on 08.08.2025. This invoice was raised by plaintiff's Customs House Agent (CHA) M/s.SAK Impex Shipping Services. 14 days free time is given to plaintiff to remove their articles from the containers and return the same to defendants. The CHA had purchased additional 7 days time. This invoice was raised on 06.08.2025. This resulted in the defendants raising an additional invoice for a sum of Rs.10,68,754/- with payment date by 14.08.2025.

9. The specific ground raised by plaintiff is that the CHA had inadvertently initiated generation of additional invoice, whereas, the additional free time was not required for the plaintiff. Ultimately, this amount was paid under protest to enable release of the Cargo. This vessel charges are now sought to be recovered by filing the present suit. The preliminary issue raised is as to whether seeking refund of detention charges with respect to the containers can be brought within the scope of Section 4 of the Act.

10. Section 4 of the Act defines a maritime claim. For the purpose of this case, Section 4(1) (g) and (h) of the Act are extracted



hereunder:

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**“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 –*

*(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”*

11. Learned counsel for defendants relied upon the judgment of the Bombay High Court in ***M/s.Greenwich Meridian Logistics (India) Pvt. Ltd. v. M/s.Sapphire Kitchenware Pvt. Ltd. [Admiralty Suit No.31 of 2008 dated 17.04.2014]*** and the relevant portions relied upon by learned counsel for defendants is extracted hereunder:

*“11. The foundation of an action in rem and the peculiarity of the admiralty jurisdiction is dealt with extensively in the matter of m.v.Elizabeth (supra) and in the matter of m.v.Sea Success1 (supra). I do not feel it is necessary to repeat whatever is stated in these two master piece judgments. Suffice it to say on a holistic reading of both these judgments it only implies that the owner of the ship and the ship are liable to be proceeded against in personam and rem. Both the judgments contemplate that an action in the admiralty jurisdiction has to be against the ship or its owner for breach of contract or duty of the ship owner. In fact in the m.v.Elizabeth (supra), the Apex Court has stated that “a ship may be arrested to acquire jurisdiction or to obtain security for satisfaction of claim and decree or execution of a decree”. If the foreign ship owner of the arrested ship appears before the court and deposits security as bail for release of the ship against which proceedings in rem has been instituted he submits himself to jurisdiction. This pre-supposes that the personal action must be against a carrier who is within the jurisdiction or submits to jurisdiction.*



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12. *The Apex Court has also held that an action in rem is directed against the ship itself to satisfy the claim of the plaintiff out of the res and it is imperative in an action in rem that the ship should be within the jurisdiction at the time the proceedings are started. This, therefore, implies that an action in admiralty jurisdiction can only be against the ship or the owner of the ship. None of these judgments say that an action in personam can be filed by the ship owner against any other third party. These judgments will not say so because the courts of admiralty were formed as courts of specific jurisdiction to exercise jurisdiction against ship or the ship owners because the ship owners in most cases may not be carrying on business or residing within the jurisdiction of this court under its ordinary original civil jurisdiction. On the contrary a shipper or a receiver or a consignee or a charterer would always be residing or carrying on business within the ordinary original civil jurisdiction and therefore, all action against a shipper or a consignee or receiver or an endorsee or a charterer without a vessel being a party to the suit can be commenced only within the ordinary original civil jurisdiction of the Court. In both the cases the defendants are in Mumbai within the jurisdiction of this High Court. Suppose the defendants were say in Madhya Pradesh or in Delhi, then the question of admiralty jurisdiction does not and cannot arise. This is further confirmed by the fact that under Section 5 of the Admiralty Act 1861 and under Section 6 of the Admiralty Courts Act 1861, the admiralty court would not exercise jurisdiction even against the ship if the owner was domiciled in India. It is therefore, quite evident that there is no right vested in a ship owner against the receiver or consignee or the shipper or the charterer (unless a ship is a party to the suit) in personam in the admiralty jurisdiction of the court. The judgments in *m.v.Elizabeth* (supra), *m.v.Seassuccess 1* (supra) and even [1998(1) Mh.L.J.751] *m.v.Mariner* of the Division Bench of this court show that there must be a link between the right to pursue an action in rem and the liability of the owner. Basically one proceeds against the ship in an action in rem because the plaintiff alleges the liability of the owner. In other words, because there is a liability of the owner in personam, one proceeds against his assets in rem because most often than not the owner is not within the jurisdiction of the court but a ship which is a movable asset and which goes from one country to another country is available within the territorial waters of India. That is why the admiralty jurisdiction of this court extends to the*



*entire territorial waters in India and not just to the jurisdiction under the ordinary original civil jurisdiction.*

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16. *The question, however, before this Court is what are the circumstances under which “an action in personam” is maintainable under its Admiralty jurisdiction. The Apex Court in m.v.Elizabeth held in para 47 that:-*

*“47..... the foundation of an action in rem ..... arises from a maritime lien or claim imposing personal liability upon the owner of the vessel”. It was further held that “in relation to number of claims the jurisdiction can be invoked not only against the offending ship in question but also against a sister ship ..... The vessel which commits the aggression is treated as the offender, as the guilty instrument.....”*

*Therefore an Admiralty action which is distinct from a civil action could be invoked only if a claim arises from a maritime lien or a claim which imposes a personal liability upon the owner of the vessel and the very basis of action in rem is based on the premise that the vessel itself is a wrong doer/offender.*

17. *The Apex Court in Para 45 in the case of [AIR 2000 SC 2826] m.v.AL Quamar has held:*

*“45. As regards the concept of proceedings in rem and proceedings in personam, it should be understood as actions being related to the same subject matter and/or alternative methods pertaining to the same claim and can stand side by side”.*

*Similarly this Hon’ble Court in the Kamalakar case (supra) at para 32 held that “the High Court of Admiralty has an exclusive jurisdiction to entertain an action in personam where proceedings in rem could have been taken”.*

18. *The English Court in the case of the [(1983) Vol.2 LLR 63] “Sonia S” held that a claim for rental of containers supplied to the ship owner would be a claim arising out of an agreement which relates to the carriage of goods in a ship. However, the House of Lords in the case of [(1985) Vol.1 LLR 181] “Sandrina” expressly overruled this judgment. While*



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*overruling the House of Lords held thus:*

*“The containers were not a ship. In my opinion that decision was wrong and should be overruled”.*

*Both these English judgments were relied upon by Mr.Ramabhadran.”*

12. In the above judgment, the Bombay High Court has dealt with in detail the development of law insofar admiralty jurisdiction is concerned. It was held that the owner of a ship and the ship are liable to be proceeded against *in personam* and *in rem* for breach of contract or duty of the ship owner. If it is directed against the ship, it falls within the ambit of the action *in rem*. However, if it ultimately results in directing the owner to provide security, it automatically results as an action *in personam*.

13. In the case in hand, by virtue of the order passed by this Court on 29.09.2025, the case in hand falls within the realm of action *in personam*.

14. In the above judgment, the Bombay High Court was dealing with a case where the plaintiff sought to recover against the defendants, the ground rent and container detention charges. While dealing with this issue, the Bombay High Court had taken into consideration the judgment



of the House of Lords in the case of **The “Sandrina” [(1985) Vol.1**

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**Lloyd’s Law Reports**]. In that judgment, the House of Lords overruled the earlier judgment in **The Sonia S [(1983) Vol.2 Lloyd’s Law Reports 63]**. The relevant portion is extracted hereunder:

*“I consider that in The Sonia S., [1983] 2 Lloyd’s Rep. 63 there was likewise an insufficiently direct connection between the agreement for the hire of containers and the carriage of goods in a ship. There is clear fallacy in the reasoning of Mr. Justice Sheen in the latter part of his judgment, where he equates the use to which the containers were to be put with the use to which the salvage vessel was to be put in The Eschersheim, [1976] 2 Lloyd’s Rep.1; [1976] 1 W.L.R. 430. The salvage vessel there was a ship which was to be used under the salvage agreement. The containers were not a ship. In my opinion that decision was wrong and should be overruled.”*

15. It was held that the expression “in relation to” should be in some way connected to the carriage of goods in a ship or for the use or hire of a ship. The same cannot be equated in a case where it deals with containers, which is not a ship. In view of the same, the Bombay High Court held that the claim that was the subject matter in the said suit cannot be dealt with in an admiralty suit and it has to be dealt with only as a regular suit.

16. Learned counsel for plaintiff relied upon the judgment of the Bombay High Court in **MV Golden Pride v. GAC Shipping (India)**



*Pvt. Ltd. and others [(2023) SCC OnLine Bom 967]*. Learned counsel

submitted that the expression “arising out of” used in Section 4 of the Act must be understood in the widest amplitude and content and therefore, if the claim made by the plaintiff has even a remote connection to Clause (g) and (h) of sub-section 1 of Section 4 of the Act, automatically the claim passes muster and consequently, the admiralty suit is maintainable. Learned counsel for plaintiff specifically placed reliance upon the term ‘carriage’ and ‘freight’, which are extracted hereunder:

*““Carriage” means the whole or any part of the carriage, loading, unloading, handling and any and all other services whatsoever undertaken by the Carrier in relation to the Goods.*

*“Freight” includes all charges payable to the Carrier in accordance with the applicable Tariff and this bill of lading.”*

17. Learned counsel for plaintiff also placed reliance upon Clause 2 of the term ‘Carriage’, which talks about carrier’s tariff. According to learned counsel for plaintiff, the Bill of Lading was issued on 23.07.2025 vide B/L No.255862914. The Bill of Lading carries 14 free days. Due to an inadvertent mistake while applying for the delivery order, the CHA had purchased additional 7 days time. To rectify the same, an e-mail was sent at the earliest point of time and in spite of receipt of the communication, the defendants refused to release the cargo and therefore, the plaintiff was under duress and on protest, the plaintiff was compelled



to pay the sum of Rs.10,68,754/-. The Bill of Lading was on CY/CY basis. The detention charges were paid and the tax invoice itself clearly reflects the same Bill of Lading No.255862914. It pertained to an agreement relating to the carriage of goods in a vessel and by applying the above judgment of the Division Bench of the Bombay High Court, Section 4 of the Act has to be given a wider meaning and therefore, the present suit filed as an admiralty suit is maintainable.

18. The detention charges are charges payable by the plaintiff for each day the goods are kept in the container after it is discharged, whereas, the detention charges are paid by the importer till the order is issued and based on the same, the plaintiff can take the cargo from the container shift station where the containers are parked after discharge.

19. An admiralty jurisdiction can be invoked only if the claim pertains to the vessel and the mandatory requirements are satisfied under Section 4 of the Act. The pleadings in the plaint make it abundantly clear that the plaintiff is only seeking refund of detention charges with respect to the containers. This refund charges was paid towards purchase of extended detention free period and it was the rental paid towards utilization of containers. The request for free time purchase was made on



06.08.2025 and the cargo arrived at the discharge port on 08.08.2025 and the request for waiver for free time was received on 12.08.2025.

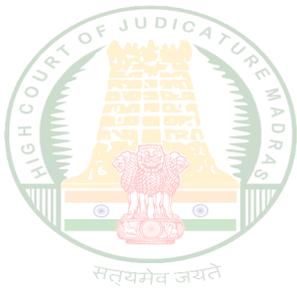
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20. As held by the Bombay High Court in the case in *M/s.Greenwich Meridian Logistics (India) Pvt. Ltd.* [supra], there has to be a clear distinction between an ordinary civil jurisdiction and admiralty jurisdiction exercised by the High Court. Even as per the pleadings in the plaint, the detention charges pertained to the container which has already been removed from the port area and which is in possession of the consignee.

21. To bring the case within the scope of Section 4(1)(g) and (h) of the Act, it must either be arising out of an agreement relating to the carriage of goods on board a vessel or an agreement relating to the use or hire of the vessel. The term 'vessel' is defined under Section 2(1) of the Act and the same is extracted hereunder:

*“2(1) “vessel” includes any ship, boat, sailing vessel or other description of vessel used or constructed for use in navigation by water, whether it is propelled or not, and includes a barge, lighter or other floating vessel, a hovercraft, an off-shore industry mobile unit, a vessel that has sunk or is stranded or abandoned and the remains of such a vessel.*

*Explanation. – A vessel shall not be deemed to be a vessel for the purposes of this clause, when it is broke up to such*



*an extent that it cannot be put into use for navigation, as certified by a surveyor.”*

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22. Admittedly, the claim made by the plaintiff does not pertain to the vessel. It only relates to the refund charges paid towards the purchase of extended detention free period. Hence, by no stretch, the dispute based on a contract of detention can be brought within the fold of an admiralty jurisdiction and that too towards rental paid towards utilization of the container after the goods have been removed from the vessel. The term ‘container’ cannot be read into the term ‘vessel’ and it is independent of a vessel, more particularly, where the goods have already been removed from the port area. Both these terms cannot be interchanged and used loosely as was attempted by the plaintiff. If such an extended meaning is given to Section 4 of the Act, every other dispute can be brought within the admiralty jurisdiction by merely placing reliance upon the Bill of Lading and that will defeat the scope of Section 4 of the Act, which specifically defines a maritime claim.

23. In the light of the above discussion, the preliminary objection raised on the side of defendants is sustained and this Court holds that the claim made by the plaintiff is not a maritime claim as contemplated under the Act and consequently, the present suit filed



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invoking admiralty jurisdiction is unsustainable. Hence, it is left open to the plaintiff to file a regular suit before the civil Court of competent jurisdiction and raise all the claims. There shall be a direction to return the plaint to the plaintiff for presentation before the appropriate forum.

Accordingly, the suit is disposed of. No costs. Consequently, connected application is closed.

**06.01.2026**

NCC: yes  
gm

**N.ANAND VENKATESH, J.**



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gm

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**and**  
**A.No.4885 of 2025**

**06.01.2026**