



**THE NATIONAL UNIVERSITY OF ADVANCED
LEGAL STUDIES, KOCHI**



**THE 6TH NUALS INTERNATIONAL MARITIME LAW
ARBITRATION COMPETITION 2019**

CASE STUDY

The Case Study is drafted by Adv.V. B. Hari Narayan, Partner, and Adv. Shazia Bint Ashraf, Associate, United Maritime Law Chambers (UMLC), Kochi. The Participants shall strictly refrain themselves from contacting the drafting committee at any cost.



**United Maritime
Law Chambers**
MARITIME LAWYERS & NOTARIES

OWNER	ABC MARINE & SHIPPING AGENCY P.O. No. XXX, Ajman, United Arab Emirates Registered at Ajman, UAE Represented by Mr. K.V.V, Managing Director
CHARTERER	M/s. JKL INTERNATIONAL LIMITED 3rd Floor, XXX Building, XXX, XXX, New Delhi, India
VESSEL	M/V. OCEAN CRYSTAL – XVI IMO No. - 9xxxxx3 Flag - Panama Port of Registry - Panama Class - ABS Type - Anchor Handling Tug (AHT) Supply Vessel Year built - 2002 Tonnage - Gross: 1592 MT Net: 477 MT BHP - 5150 Bollard Pull Capacity - 73 MT
CHARTER	TIME CHARTER PARTY (BIMCO SUPPLYTIME 2005) Date - 08/04/2016 Place of Delivery of vessel - Ajman Place of Re-delivery of vessel - Ajman Period of hire - 15 days (day to day basis extension) Area of operation - Safe and free areas of Arabian Sea, Indian Ocean, UAE and Indian waters Employment of vessel - Free running from Ajman to India and Back, for towage of Rig “ MARINE FORTUNE ” Charter Hire - USD 10,500/- per day Excluding consumables, Port dues, Custom duties, Agency fees, etc.

FACTSHEET

1. On 08th April, 2016, at 12:34 PM, the Charterers contacted the Owners via email, requesting a Tug (73 BP) to be mobilized on the same day, as it was imperative that the Tug started for the destination port immediately. The Owners entered into a Charter Party agreement on 08th April, 2016 with the Charterers for chartering Tug Boat service for the Rig, M/V. MARINE FORTUNE to be towed to the required location from Pipavav Port in Gujarat, India. As per the agreement, the charter period started on 08th April at 1200 hours, through the delivery of M/V. OCEAN CRYSTAL–XVI (henceforth referred to as the ‘Vessel’) which was given to the agent of the Charterers at Ajman Port (AHI, Ajman). The Vessel had been bunkering and filling-up on other consumables for the voyage from 08th April till early in the morning of 09th April. In accordance with the instructions given by the Charterers, the Vessel cast-off from the delivery port on 09th April at 1520 hours. The Vessel arrived at Pipavav anchorage on 15th April.
2. The Master received instructions from Charterers to proceed to where the Rig was positioned and to connect to the tow line on 16th April. On 17th April, at 0010 hours, the tow commenced, but at 0305 hours, the tow line broke. At 1200 hours, the Vessel resumed steaming up and down at Pipavav location with M/V. MARINE FORTUNE in tow, until 21st April at 1515 hours, when the Vessel was instructed to cease towing and to drop anchor.
3. The Vessel remained at anchor at M/V. MARINE FORTUNE location awaiting instructions from 21st April until 5th May 2016, during which period, on two occasions, strong currents caused the Vessel to drag her anchor. At 2100 hours on 5th May 2016, instructions were received from Charterers for the Vessel to return to Ajman. At 2115 hours, she departed from Pipavav for Ajman, where she arrived on 12th May at 1035 hours. The Vessel was redelivered to her Owners in accordance with the Charter Party, at 1100 hours.
4. The period of hire as specified in the Charter Party agreement was 15 days with extension, on day to day basis on mutual agreement. As per the agreement, the charter hire per day excluding all consumables as well as other charges was USD 10,500/-. The voyage started on 09th April 2016 (1520 hours) and ended on 12th May 2016 (1100 hours) when the re-delivery of the Vessel was taken at the Ajman Port. The final invoices for dues were issued on the same day.

5. The Owners issued four invoices for charter hire charges and charges towards consumables, insurance, port clearance, port dues, etc. The Charterers have cleared two invoices partially and have failed to make any payment towards the other two invoices.
6. On 21/09/2018 the Owners made a final attempt at contacting the Charterers by sending them a notice along with a statement of account (with dues as on 31/05/2017), requesting them to clear the dues in a timely manner. The same was conveyed to the Charterers via email correspondence as well on the same day.
7. In an e-mail correspondence on 3rd February 2019, the Charterers' replied to the requests after being faced with warning of legal consequences of the lapse on their part. The Charterers informed the Owners that they require a few more months to settle the account, as their Rig has been idle for two years.
8. The Owners placed the Charterers on notice through their lawyers, on 28th July 2018, to settle the outstanding amount, barring which the Owners would have to invoke the arbitration clause. Thereafter, the Owners then invoked the arbitration clause, by appointing an Arbitrator and giving notice of the same to the Charterers on 31st January 2019. The Owners raised a claim for the invoice amount, which include Hire charges, bunker charges, consumables etc.
9. Thereafter, in February 2019, the Charterers filed a suit seeking declaration, injunction, and damages before a civil court at Delhi, claiming that the Owners were liable to pay damages on account of deficiency of service. The Charterers disputed the agreement and the arbitration clause as being null and void, and an inoperative document as being manipulated by the Owners. The Charterers claimed that they had never agreed for adjudication of disputes at a foreign land.

ISSUES:

- A. Whether the Tribunal has jurisdiction to adjudicate the matter placed before it?
- B. Whether the delay in obtaining the necessary clearances from the statutory authorities means that the Vessel was unseaworthy during that period?
- C. Would the Vessel be considered Off-hire for the period it was lying idle?
- D. Whether a civil suit is maintainable when an arbitration clause has been invoked?
- E. Can a claim for damages be raised by the Charterers before an authority, when no counter claim has been raised before the Tribunal?
- F. Any other issues the parties deem fit.



CHRISTY INSURANCE COMPANY

**ENDORSEMENT NO.: X/XX/XXX-XXX ATTACHING TO AND FORMING PART
OF HULL & MACHINERY (WAR) POLICY NO.PX/XXX/XX-20XX.**

Insured: Mr. K.V.V C/o. ABC Marine & Shipping Agency as Owner &/or ABC Marine & Shipping Agency, Ajman as Managers for their respective rights and interests.

Period: 12 Months from 12 Hours UAE Time 10th June 2015

Vessel: **“M/V OCEAN CRYSTAL XVI”** (AHTS/Built: 2002/GRT: 1592/Class: ABS)

It is hereby noted and agreed that **“M/V OCEAN CRYSTAL XVI”** is held covered under the above policy whilst the vessel is within the JWC “Listed Areas” during a round voyage from UAE to Pipavav and return to UAE (voyage from UAE to Pipavav expected to commence on or about 09th April 2016).

The above is subjected to the following warranties:

- Warranted the vessel/owner is registered with UKMTO/MSCHOA.
- Warranted no arms / ammunition / military equipment carried onboard the vessel as cargo.
- Warranted vessel to remain within 50 nautical miles of the shoreline whilst within the JWC
- Listed Areas.
- Additional premium as agreed
- All other terms and conditions of the policy remain unaltered

For CHRISTY INSURANCE COMPANY

Dated in Dubai,
The 14th April 2015

ABC Marine

From: Binny [binny.ax.ae.xx]
Sent: Tuesday, April 15, 2016 4:49 PM
To: 'ABC Marine'
Subject: RE: **M/V OCEAN CRYSTAL XVI** – Additional war cover for the passage from UAE to Pipavav and return
Attachments: **M/V OCEAN CRYSTAL XVI** – War endorsement.pdf

Dear Sir,

With reference to our correspondence below, please find attached herewith the endorsement issued by Christy Insurance Company in respect of the additional war risks cover for **M/V OCEAN CRYSTAL XVI** for the voyage from UAE to Pipavav and return.

Hull War Risks underwriters have also advised that the premium for the additional war cover will be as follows:

Sum Insured For M/V Ocean Crystal – USD 8,000,000/-

As premium for round voyage – USD 8,000,000 x 0.15% = 12,000 USD

Returning 33.33% (USD 4,000 approx) as No Claim Bonus

Net Premium USD 8,000 (USD 12,000 minus USD 4000)

We trust you will find the above in order. Original documentation will be couriered to your office shortly.

Thanks and Best Regards

Binny

Binny B

Christy Int'l Insurance Company

M: +971 (050) xxx / F. +971 (04) xxx

P.O. Box xxx /xxx, Business Bay /Dubai,U.A.E./ www.christyinternational.com

From: Binny B [binny.ax.ae.xx]

Sent: Saturday, April 12, 2016 10:46 AM

To: 'ABC Marine'

Subject: RE: **M/V OCEAN CRYSTAL XVI**– Additional war risks cover for the passage from UAE to Pipavav and return

Dear Sir,

We understand that no armed guards will be deployed onboard **M/V OCEAN CRYSTAL XVI** for the above voyage. The additional war risks cover to hold the vessel covered under

the war risks insurance policy whilst she is transiting through the JWC Excluded Areas has accordingly been bound for the round voyage (UAE to Pipavav and return), the following warranties will apply for the passage:

- Warranted the vessel/owner is registered with UKMTO/MSCHOA
Warranted no arms/ ammunition/ military equipment carried on board the vessel as cargo.
- Warranted vessel to remain within 50 nautical miles of the shoreline whilst within the JWC Listed Areas.

Regards,

Binny B



UNITED ARAB EMIRATES
MINISTRY OF INTERIOR
RESIDENCE AND NATIONALITY

Ship Outward Clearance

Agent Name: **ABC Marine and Shipping Agency**

Nationality: **Honduras**

Captain: **Paul Drogba**

Sex: **Male**

Vessel Name: **MV Ocean Crystal XVI**

Registry of Vessel: **Panama**

Ship Official No.: **XXXXXX**

Going to: **UAE**

Crew Total: **17**

Passengers: **0**

Date and time of departure: **09/04/2016: xxx hours**

This vessel was berthed in Ajman Port on 07/04/2016 and sailing out as per UAE law/rules.



**UNITED ARAB EMIRATES
MINISTRY OF INTERIOR
RESIDENCE AND NATIONALITY**

Dated: **12/05/2016**

Clearance from Ajman Customs on **11/05/2016**.

Below mentioned vessel permitted to enter Port on **12/05/2016**

Type of Vessel : **Tug**
Name of Vessel : **M/V Ocean Crystal – XVI**
Official No. : **XXXXXX**
Flag Nationality : **Panama**
Came from : **India**
Purpose of call : **Supply services**
Cargo status : **Empty**
Agent name : **ABC Marine and Shipping Agency**

**VESSEL'S INWARD DECLARATION****PRIOR TO ARRIVAL (48 HRS/24 HRS/06 HRS NOTICE OF ARRIVAL AT AJMAN ANCHORAGE)**

Vessel's Name: **TUG/SUPPLY "M/V OCEAN CRYSTAL-XVI"**

Ex-Name: **HADI XI**

Flag/Port of Registry/Class: **PANAMA/PANAMA/ABS**

Dimensions: **LOA 60.00M; Beam: 16.00M Summer Draft: TBA Summer DWT: TBA**

GRT/NRT: **1592/477 Call Sign: 3FG18 IMO No: 92xxx**

ETA Ajman Anchorage: Date: **May 11, 2016; Time: 2000 HRS**

Arrival draft: FWD: **TBA AFT: TBA Dep. Draft FWD: TBA AFT: TBA**

Was the Vessel's last port of call ISPS complaint? **YES**

Did Vessel elevate to security level 2 or 3 at any of the last 10 Ports of Call? If Yes, please briefly detail the circumstances warranting the same. **NO**

Name and Contact No. of the Company Security officer (CSO): Mr. **KVV; Contact No: xxx**

Present Security level of Vessel: **1/2/3**

Purpose: Loading: **X Discharging: X Lay-By: X Repair: X AHI: Yes Others: X**

Last Port: **Mumbai, India Next Port: TBA Shipper/Receiver: NA**

Owner's Details: **K.V.V. (ABC Marine & Shipping Agency)**

Note: Vessel Calling at Ajman, Port for loading/discharging, Details of Shipper/Receiver are essential.

On arrival- Prior to Berthing:

1. Copies of valid flag/class certificates
2. Copy of valid vessels international ship security certificates (ISSC)
3. Shipping manifest inward
4. Last Port Clearance
5. Crew List/Passenger List
6. List of Arms & Ammunitions on board, if any
7. Details of illness, diseases, infections or deaths on board during voyage if any



UNITED ARAB EMIRATES
MINISTRY OF INTERIOR
RESIDENCE AND NATIONALITY

Ship Inward Permit from out of Country

Location: **UAE**

Agent Name: **ABC Marine and Shipping Agency**

Captain: **Paul Drogba**

Sex: **Male**

Nationality: **Honduras**

Crew Total: **17**

Passengers: **0**

Vessel Name: **M/V Ocean Crystal XVI**

Registry of Vessel: **Panama**

Ship Official No.: **XXX**

Date and time of arrival: **12/05/2016, 11:20 AM**

Please return this permit while vessel is going out next time.

The Captain of the Vessel berthed in Ajman Port as per UAE law and Agent ABC Marine and Shipping Agency will be fully responsible for the Ship and her crew while staying here. If any crew going outside the Ship, they will take a valid shore pass before leaving on Board. This is issued by Ajman Port.

Sd/-

(Agent)



DECK LOG

Vessel : M/V OCEAN CRYSTAL- XVI
Charterer : M/S JKL INTERNATIONAL LTD
Master : PAUL DROGBA
Cg. Engineer : RORY DELAP
Passengers : -NIL-

Date: 08/04/2016

Location: Ajman

0000 VESSEL REMAIN AT AHI JETTY
1200 VESSEL ON HIRE FROM M/S JKL INTERNATIONAL LTD
2400 VESSEL REMAIN AT AHI JETTY

Date: 09/04/2016

Location: Ajman

0000 VESSEL REMAIN AT AHI JETTY
1520 VESSEL CAST OFF
1541 CLEAR OF AJMAN BREAK WATER
1555 CLEAR OF AJMAN CHANNEL

Date: 10/04/2016

Location: Underway to Pipavav

0000 VESSEL RUNNING FREE UNDERWAY TO PIPAVAV

Date:

11/04/2016

Location: Underway to Pipavav

0000 VESSEL RUNNING FREE UNDERWAY TO PIPAVAV

Date: 12/04/2016

Location: Underway to Pipavav

0000 VESSEL RUNNING FREE UNDERWAY TO PIPAVAV

Date: 13/04/2016

Location: Underway to Pipavav

0000 VESSEL RUNNING FREE UNDERWAY TO PIPAVAV INDIA
0430 SHIPS TIME ADVANCE 1.5 HRS TO SYNCHRONISE INDIA TIME

Date: 14/04/2016
Location: Underway to Pipavav

0000 VESSEL RUNNING FREE UNDERWAY TO PIPAVAV (INDIA)

Date: 15/04/2016
Location: Underway to Pipavav

0000 VESSEL RUNNING FREE UNDERWAY TO PIPAVAV INDIA
1420 VESSEL ARRIVAL AT PIPAVAV ANCHORAGE LOCATION
1737 - 1858 AGENT ON BOARD
2400 VESSEL REMAIN STEAMING UP AND DOWN AT PIPAVAV ANCHORAGE

Date: 16/04/2016
Location: Pipavav

0000 VESSEL REMAIN STEAMING UP AND DOWN AT PIPAVAV ANCHORAGE
0845 RECEIVED INSTRUCTION FROM MARINE FORTUNE TO PROCEED TO THEIR LOCATION TO CONNECT TOW LINE
0922 ENTER MARINE FORTUNE 500 M ZONE
0950 TOW LINE CONNECTED
0952 COMMENCE PAYING OUT TOW LINE TO 50 MTR
1614 - 1625 COMMENCE PAYING OUT TOW LINE ADDL. 50MTR TOTAL 100MTR
1745 - 1752 PAYING OUT ADDITIONAL 170 MTR COMPLETED 270 MTR
2155 - 2210 COMMENCED SHORTING TOW LINE AS PER INSTRUCTION FROM RIG- MASTER, TO 235 MTR
2400 VESSEL REMAIN ON TOW LINE AWAITING INSTRUCTIONS

Date: 17/04/2016
Location: Pipavav

0000 VESSEL REMAIN STEAMING UP AND DOWN AT PIPAVAV LOCATION
0010 VESSEL PROCEED TO OFFSHORE
0358 TOW LINE BROKEN
1200 VESSEL REMAIN STEAMING UP AND DOWN AT PIPAVAV LOCATION

2400 VESSEL STEAMING UP AND DOWN WAITING INSTRUCTION OF
RIG MARINE FORTUNE

Date: 18/04/2016
Location: Pipavav

0000 VESSEL REMAIN STEAMING UP AND DOWN AT PIPAVAV
LOCATION
1005 INSTRUCTION FROM RIG MASTER MARINE FORTUNE FOR
COMMENCED TOW LINE
1015 VESSEL PROCEED TO RIG MARINE FORTUNE
1025 ENTER 500 MTR ZONE
1035 TRANSFER LINE TO MARINE FORTUNE
1155 CONNECTED TO LINE AND PICK UP BROKEN WIRE
1220 CONNECTED TOW LINE
1305 SECURE PICK-UP WIRE BROKEN
1310 - 1325 START PAY OUT TOW LINE 240 MTR
1645 RECEIVED INSTRUCTION FOR START TOWING RIG MARINE
FORTUNE
1710 - 1715 PAY OUT TOW LINE 240MTR TO 300 MTR
1725 COMMENCED TOWING
1831 - 1835 PAY OUT TOW LINE 300 MTR TO 355 MTR

Date: 19/04/2016
Location: Jafarabad

0000 VESSEL UNDERWAY TOWING RIG MARINE FORTUNE
0105 ARRIVAL NEW LOCATION FOR MARINE FORTUNE
0130 MARINE FORTUNE IN POSITION
0442 - 0450 SHORTING TOW LINE 355 MTR TO 220 MTR
0900 INSTRUCTION FROM RIG MASTER TO DISCONNECT TOW LINE
0905 PROCEED TO MARINE FORTUNE
0910 - 0920 SHORTING TOW LINE
0925 DISCONNECTED TOW LINE
1200 VESSEL STEAMING UP AND DOWN AT JAFARABAD AREA
1738 RECEIVED INSTRUCTION TO PROCEED THE RIG MARINE FORTUNE
1740 VESSEL PROCEED TO THE RIG
1745 ENTER TO 500 MTR ZONE
1753 STRONG CURRENT & WIND VESSEL PROCEED TO STREAMING UP
AND DOWN
1825 VESSEL PROCEED TO THE RIG MARINE FORTUNE
1830 ENTER 500 MTR ZONE
1840 RIG MASTER AND SURVEYOR ON-BOARD

1925 RIG MASTER AND SURVEYOR DISEMBARKED

Date: 20/04/2016
Location: Jafarabad

0000 VESSEL STEAMING UP AND DOWN AT MARINE FORTUNE
LOCATION

Date: 21/04/2016
Location: Jafarabad

0000 VESSEL STEAMING UP AND DOWN AT RIG MARINE FORTUNE
LOCATION (JAFARABAD)

1515 VESSEL DROP ANCHOR STB 515 IN WATER
2300 VESSEL REMAIN ANCHOR AT MARINE FORTUNE LOCATION
AWAITING INSTRUCTION

Date: 22/04/2016
Location: Jafarabad

0000 VESSEL REMAIN ANCHOR AT RIG MARINE FORTUNE LOCATION
AWAITING INSTRUCTION

Date: 23/04/2016
Location: Jafarabad

0000 VESSEL REMAIN ANCHOR AT RIG MARINE FORTUNE LOCATION
AWAITING INSTRUCTION

2300 VESSEL REMAIN ANCHOR AT RIG MARINE FORTUNE LOCATION
AWAITING INSTRUCTION

Date: 24/04/2016
Location: Jafarabad

0000 VESSEL REMAIN ANCHOR AT MARINE FORTUNE LOCATION
AWAITING INSTRUCTIONS

2300 VESSEL REMAIN ANCHOR AT MARINE FORTUNE LOCATION
AWAITING INSTRUCTIONS

Date: 25/04/2016
Location: Jafarabad

0000 VESSEL REMAIN ANCHOR AT RIG MARINE FORTUNE LOCATION
AWAITING INSTRUCTIONS

Date: 26/04/2016
Location: Jafarabad

0000 VESSEL REMAIN ANCHOR AT RIG MARINE FORTUNE LOCATION
AWAITING INSTRUCTIONS

Date: 27/04/2016
Location: Jafarabad

0000 VESSEL REMAIN ANCHOR AT RIG MARINE FORTUNE LOCATION
AWAITING INSTRUCTIONS

Date: 28/04/2016
Location: Jafarabad

0000 VESSEL REMAIN ANCHOR AT RIG MARINE FORTUNE LOCATION
AWAITING INSTRUCTIONS

Date:
29/04/2016
Location: Jafarabad

0000 VESSEL REMAIN ANCHOR AT RIG MARINE FORTUNE LOCATION
AWAITING INSTRUCTIONS

Date: 30/04/2016
Location: Jafarabad

0000 VESSEL REMAIN ANCHOR AT MARINE FORTUNE LOCATION
AWAITING INSTRUCTIONS

1300 DUE TO STRONG CURRENT 5.0 KNOTS VESSEL DRAGGING

1320 HEAVE UP ANCHOR

1325 ANCHOR AWEIGH

1500 VESSEL DROP ANCHOR 70 ON DECK

Date: 01/05/2016
Location: Jafarabad

0000 VESSEL ANCHOR AT RIG MARINE FORTUNE LOCATION AWAITING
INSTRUCTION

Date: 02/05/2016
Location: Jafarabad

0000 VESSEL ANCHOR AT RIG MARINE FORTUNE LOCATION AWAITING
INSTRUCTION

Date: 03/05/2016
Location: Jafarabad

0000 VESSEL ANCHOR AT RIG MARINE FORTUNE LOCATION AWAITING
INSTRUCTION

Date: 04/05/2016
Location: Jafarabad

0000 VESSEL ANCHOR AT RIG MARINE FORTUNE LOCATION AWAITING
INSTRUCTION

Date: 05/05/2016
Location: Jafarabad

0000 VESSEL ANCHOR AT RIG MARINE FORTUNE LOCATION AWAITING
INSTRUCTION

1503 - 1530 GIVE PORT CLEARANCE
1750 DUE TO STRONG CURRENTS AND WIND 28-35 KNOTS VESSEL SBE
1815 HEAVE UP ANCHOR
1834 ANCHOR AWAIT VESSEL STREAMING UP AND DOWN MARINE
FORTUNE LOCATION
2100 INSTRUCTION FROM RIG MARINE FORTUNE PROCEED TO AJMAN
2115 VESSEL MARINE FORTUNE DEPARTS TO AJMAN

Date: 06/05/2016
Location: Underway to Ajman

0000 VESSEL RUNNING FREE UNDERWAY TO AJMAN

Date: 07/05/2016
Location: Underway to Ajman

0000 VESSEL RUNNING FREE UNDERWAY TO AJMAN

Date: 08/05/2016
Location: Underway to Ajman

0000 VESSEL RUNNING FREE UNDERWAY TO AJMAN

Date: 09/05/2016
Location: Underway to Ajman

0000 VESSEL RUNNING FREE UNDERWAY TO AJMAN

Date: 10/05/2016
Location: Underway to Ajman

0000 VESSEL RUNNING FREE UNDERWAY TO AJMAN

Date: 11/05/2016
Location: Underway to Ajman

0000 VESSEL RUNNING FREE UNDERWAY TO AJMAN
2100 VESSEL DROP ANCHOR 40 IN WATER

Date: 12/05/2016
Location: Ajman

0000 VESSEL REMAIN ANCHOR AT AJMAN ANCHORAGE
0815 HEAVE UP ANCHOR
0825 ANCHOR AWEIGH
0945 ENTER TO AJMAN CHANNEL
1035 VESSEL SECURED AT AHI JETTY
1100 VESSEL OFF HIRE FROM JKL INTERNATIONAL LTD



M/s. JKL International Ltd
 3rd Floor, XXX Building, XXX,
 XXX, New Delhi, India

24.04.2016

INVOICE No : LH-1976/16

Sl.No	PARTICULARS	AMOUNT(USD)
1.	<p>OUR REF : BIMCO 'SUPPLYTIME 2005' CHARTER PARTY DATED 08.04.2016</p> <p>Being charter hire charges for M/V 'OCEAN CRYSTAL –XVI for the towage of 'MARINE FORTUNE' floatation for under water inspection at Pipavav, Gujarat.</p> <p><u>Charter hire charges</u> From :1200 hours on 23.04.2016 To :1200 hours on 08.05.2016 Period :15 days Hire Rate :USD 10500/-PER DAY ECEL ALL CONSUMABLES</p> <p><u>Bank Details</u> Please transfer funds to the following address. Mashreq Bank Ajman UAE, Account No. USDXXX, SWIFT CODE : BOMLAEAD, TITILE :ABC Marine & Shipping Agency IBAN#XXX</p>	157,500.00
TOTAL		157,500.00
TOTAL AMOUNT: US DOLLARS ONE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED ONLY		

For ABC MARINE & SHIPPING AGENCY

ACCOUNTS DEPARTMENT



M/s. JKL International Ltd
3rd Floor, XXX Building, XXX,
XXX, New Delhi, India

12.05.2016

INVOICE No : LH-1989/16

Sl.No	PARTICULARS	AMOUNT (USD)
1.	<p>OUR REF : BIMCO 'SUPPLYTIME 2005' CHARTER PARTY DATED 08.04.2016.</p> <p>Being consumables charges for M/V 'OCEAN CRYSTAL-XVI' for the towage of rig 'MARINE FORTUNE' for under water inspection at Pipavav Gujarat, as per summary sheet.</p> <p><u>CONSUMBLES AS PER SUMMARY SHEET ATTACHED</u></p> <p>FUEL OIL :223.68 MT @ USD 1060.00/MT 237,100.80</p> <p>FRESH WATER :201.32 MT @ USD 15.00/MT 3,019.80</p> <p>LUBE OIL :755 LITRES @ USD 4.25/LTR 3,208.75</p> <p>HYDROLIC OIL :125 LITRES @ USD 4.25/LTR 531.25</p>	
2.	Charges towards Extension of Hull & Risk Policy to hold above Vessel covered during the transit through JWC Listed Areas.	8,000.00
3.	Being cost of complements given to the Customs in India	115.80
4.	Being charges towards Marine weather forecasting services done by Grufo survey, as per invoice #MWS/WU 94/16/1065	2,310.00
5.	Being charges towards outward & Inward clearance at Ajman including Coast Guards Permission & Port Dues – Lumpsum	1,500.00
	Invoice # LH-1970/16 – dated on 14.04.2016 {Cancelled}	
	<p><u>Bank Details</u></p> <p>Please transfer funds to the following address.</p> <p>Mashreq Bank Ajman UAE, Account No. USD XXX SWIFT CODE : BOMLAEAD, TITLE :ABC Marine & Shipping Agency IBAN # XXX</p>	
	TOTAL	255,786.40
TOTAL AMOUNT: US DOLLARS TWO HUNDRED FIFTY FIVE THOUSAND SEVEN HUNDRED EIGHTY SIX & 40/100 ONLY		

For ABC MARINE & SHIPPING AGENCY

ACCOUNTS DEPARTMENT



M/s. JKL International Ltd
 3rd Floor, XXX Building, XXX,
 XXX, New Delhi, India

12.05.2016

INVOICE No: LH-1988/16

Sl.No.	PARTICULARS	AMOUNT(USD)
1.	<p>OUR REF : BIMCO 'SUPPLYTIME 2005' CHARTER PARTY DATED 08.04.2016</p> <p>Being charter hire charges for M/V 'OCEAN CRYSTAL –XVI for the towage of 'MARINE FORTUNE' floatation for under water inspection at Pipavav Gujarat.</p> <p><u>Charter hire charges</u> From : 1200 hours on 08.05.2016 To : 1100 hours on 12.05.2016 Period : 3.9583 days</p> <p>Hire Rate : USD 10500/- PER DAY EXCLUDING ALL CONSUMABLES</p> <p><u>Bank Details</u> Please transfer funds to the following address. Mashreq Bank Ajman UAE, Account No. USDXXX SWIFT CODE : BOMLAEAD, TITLE :ABC Marine & Shipping Agency IBAN#XXX</p>	41,562.15
	TOTAL	41,562.15
TOTAL AMOUNT: US DOLLARS FORTY ONE THOUSAND FIVE HUNDRED SIXTY TWO AND 15/100 ONLY		

For ABC MARINE & SHIPPING AGENCY.

ACCOUNTS DEPARTMENT.



AMS/JKL/STMT/1071/18

21.09.2018

M/s. JKL International Ltd
3rd Floor, XXX Building, XXX,
XXX, New Delhi, India

For the attention of: Mr. Sachin R.

CC: Mr. Yadav Y.

Dear Sirs,

STATEMENT OF ACCOUNT AS ON 31.05.2017

DATE	PARTICULARS	DEBIT	CREDIT	BALANCE(USD)
24.04.2016	TO,SALES # LH-	401.00	0.00	401.00
12.05.2016	1976/16	41,562.15	0.00	41,963.15
12.05.2016	TO,SALES # LH-	255,786.40	0.00	297,749.55
	1988/16			
	TO,SALES # LH-			
	1989/16			
	TOTAL	297,749.55	0.00	297,749.55
TOTAL AMOUNT: US DOLLARS TWO HUNDRED NINETY SEVEN THOUSAND SEVEN HUNDRED FORTY NINE & 55/10 ONLY				

Please transfer funds to the following address

MASHREQ BANK
AJMAN BRANCH, U.A.E.
IBAN#XXX
A/C No. XXX
SWIFT CODE: BOMLAEAD

Yours faithfully

For **ABC MARINE & SHIPPING AGENCY**

ACCOUNTS DEPARTMENT

**Rig : MARINE FORTUNE****CONSUMABLES SUMMARY – AS PER REPORTS ATTACHED****12.05.2016****Vessel Name: M/V.OCEAN CRYSTAL-XVI****Charterer's Name: M/s. JKL INTERNATIONAL LTD**

PARTICULARS	FUEL OIL (MT)	FRESH WATER (MT)	LUBE OIL (LTR)	HYDRAULIC OIL (LTR)
ON-HIRE -08.04.2016 1200 Hrs	348.81	261.08	5524	1929
Off-hire -12.05.2016 1100 Hrs	125.13	59.76	4769	1804
TOTAL CONSUMED DURING VOYAGE	223.68	201.68	755	125

For **ABC MARINE & SHIPPING AGENCY****ACCOUNTS DEPARTMENT.**



ABC MARINE & SHIPPING AGENCY
M/V OCEAN CRYSTAL XVI

DATE 09.04.2016
TIME: 08:30 Hrs LT

BUNKER ON HIRE SOUNDING

F.O. SOUNDING & QUANTITY

TANK		SOUNDING		VOLUME	
DAY Tk	PORT	170	cm	10.46	MT
	STBD	180	cm	11.07	MT
Tk No.1	PORT	33	cm	0.07	MT
	STBD	38	cm	0.11	MT
Tk No.2	PORT	95	cm	17.86	MT
	STBD	99	cm	18.67	MT
	CENTER	100	cm	43.42	MT
Tk No.3	PORT	387	cm	27.78	MT
	STBD	410	cm	28.35	MT
Tk No.4	PORT	108	cm	33.88	MT
	STBD	96	cm	39.71	MT
	CENTER	97	cm	30.36	MT
Tk No.5	PORT	142	cm	44.99	MT
	STBD	130	cm	42.08	MT
TOTAL QUANTITY =				348.81	MT

LUBE OIL/HYD OIL/GEAR OIL SOUNDING & QUANTITY

M.E. LUBE OIL	235	cm	3,766	Ltrs
A.E. LUBE OIL	137	cm	1,758	Ltrs
TOTAL LUBE OIL =			5,524	Ltrs
HYD OIL	153	cm	1,929	Ltrs
GEAR OIL	0	Drums	600	Ltrs
TOTAL HYD OIL =			1,929	Ltrs

FRESH WATER SOUNDING & QUANTITY

Tk No.1	PORT	776	cm	70.13	MT
	STBD	776	cm	70.13	MT
Tk No. 2	PORT	434	cm	60.41	MT
	STBD	434	cm	60.41	MT
TOTAL QUANTITY =				261.08	MT



ABC MARINE & SHIPPING AGENCY
M/V. OCEAN CRYSTAL XVI

Date: 12.05.2016
Time: 11 Hrs LT

BUNKER OFF HIRE SOUNDING

F.O. SOUNDING & QUANTITY

TANK		SOUNDING		VOLUME	
DAY Tk	PORT	183	cm	11.19	MT
	STBD	192	cm	11.79	MT
Tk No.1	PORT	36	cm	0.16	MT
	STBD	42	cm	0.14	MT
Tk No.2	PORT	8	cm	1.07	MT
	STBD	14	cm	2.08	MT
	CENTER	10	cm	1.40	MT
Tk No.3	PORT	89	cm	4.05	MT
	STBD	84	cm	3.27	MT
Tk No.4	PORT	5	cm	0.75	MT
	STBD	18	cm	3.9	MT
	CENTER	12	cm	5.53	MT
Tk No.5	PORT	120	cm	39.66	MT
	STBD	122	cm	40.14	MT
TOTAL AMOUNT =				125.13	MT

LUBE OIL/HYD OIL/GEAR OIL SOUNDING & QUANTITY

M.E. LUBE OIL	170	cm	2,995	Ltrs
A.E. LUBE OIL	141	cm	1,774	Ltrs
TOTAL LUBE OIL =			4,769	Ltrs
HYD OIL	143	cm	1,804	Ltrs
GEAR OIL	28	Drums	600	Ltrs

FRESH WATER SOUNDING & QUANTITY

Tk No.1	PORT	128	cm	27.15	MT
	STBD	144	cm	28.04	MT
Tk No.2	PORT	64	cm	0.42	MT
	STBD	155	cm	4.15	MT
TOTAL QUANTITY =				59.76	MT

MV OCEAN CRYSTAL XVI and/or
 master and/or
 Owners and/or charterers and/or
 Mangers and/or operators and/or
 ABC Marine & Shipping Agency
 P.O. Box: XXXX
 Ajman
 UNITED ARAB EMIRATES

Invoice No: 19644
 Date: 09-04-2016
 Customer No: 3042
 Our Reference: AJM/MHR
 Order No: 99610
 Delivery Date: 08-04-2016
 Your Reference:

Vessel Name: M/V OCEAN CRYSTAL XVI
 Port: Ajman

INVOICE

Description	Quantity	Unit	Unit
Price USD	Total USD		
Gas- Oil	275.0000	Mts	1,060.00
Total Amount Due	USD	291,500.00	

Value on our account, 08 May 2016

Please transfer full payment to:

Nordea Bank Denmark A/S
 Vestre Stationsvej 7
 DK-5100 Odense C, DENMARK

Beneficiary:

GRYFFINDOR International Bunkering DMCC
 USD Account No: XXX
 SWIFT: NDEADKKK
 IBAN No: Dk XXX
 Please mention **ONLY** our invoice number on your payment instruction
 Reference: 19644

For payment later than 08-05-16 an interest of 0% per month will be charged

All Bank charges are on Remitter's Account



GRYFFINDOR INTERNATIONAL BUNKERING

Customer For the Account of
Master/Owners/Operators &
Managers/Charters/of **“M/V OCEAN CRYSTAL
XVI”**

Name GRYFFINDOR INTERNATIONAL
BUNKERING
P.O.BOX:XXXX
City DUBAI, U.A.E

Delivery Order No: 0975

Date :08-04-2016
Job No:
LPO No:
Ref No: Nil

No	Description	Qty(IG)
	MGO(DMA) supplied to “M/S OCEAN CRYSTAL XVI” At AHI Yard Samples No (0074851, 0074852) IMO NO: The fuel conforms with Red 14(1) and 18(1) of Annex VI Of MARPOL 73/78	50 MT 13, 200 IG
<i>Receiver's Name & Signature -</i>		<i>sd/- Chief Engineer</i>
<u>Vehicle No : AJM 9841</u> <u>Drivers Name : Mr. Baburaj</u>		



GRYFFINDOR INTERNATIONAL BUNKERING

Delivery No: 0974

Customer For the Account of
Master/Owners/Operators &
Managers/Charters/of **"M/V OCEAN CRYSTAL
XVI"**

Name GRYFFINDOR INTERNATIONAL
BUNKERING
P.O.BOX:XXXX
City DUBAI, U.A.E

Date: 08 -04-2016
Job No:
LPO No:
Ref No: Nil

No	Description	Qty(IG)
	MGO(DMA) supplied to "M/S OCEAN CRYSTAL XVI" At AHI Yard Samples No (0074869,0074870) IMO NO: The fuel conforms with Red 14(1) and 18(1) of Annex VI Of MARPOL 73/78	50 MT 13, 200 IG
<i>Receiver's Name & Signature-</i>		<i>sd/- Chief Engineer</i>
<u>Vehicle No :SHJ 38023</u> <u>Drivers Name : Mr. Bijesh</u>		



GRYFFINDOR INTERNATIONAL BUNKERING

Delivery No: 0976

Customer For the Account of
Master/Owners/Operators
&Managers/Charters/of **"M/V OCEAN CRYSTAL XVI"**

Name GRYFFINDOR INTERNATIONAL
BUNKERING
P.O.BOX:XXXX
City DUBAI, U.A.E

Date: 08 -04-2016

Job No:

LPO No:

Ref No: Nil

No	Description	Qty(IG)
	MGO(DMA) supplied to "M/S OCEAN CRYSTAL XVI" At AHI Yard Samples No (0074853,0074854) IMO NO: The fuel conforms with Red 14(1) and 18(1) of Annex V! Of MARPOL 73/78	50 MT 13, 200 IG
<i>Receiver's Name & Signature-</i>		<i>sd/- Chief Engineer</i>
Vehicle No :AJM 10035 Drivers Name : Mr.Muralidharan		



GRYFFINDOR INTERNATIONAL BUNKERING

Delivery No: 0977

Customer For the Account of
Master/Owners/Operators
&Managers/Charters/of **"M/V OCEAN CRYSTAL XVI"**

Name GRYFFINDOR INTERNATIONAL
 BUNKERING
 P.O.BOX:XXXX
City DUBAI, U.A.E

Date: 08 -04-2016
Job No:
LPO No:
Ref No: Nil

No	Description	Qty(IG)
	MGO(DMA) supplied to "M/V OCEAN CRYSTAL XVI" At AHI Yard Samples No (0074855,0074856) IMO NO: The fuel conforms with Red 14(1) and 18(1) of Annex VI Of MARPOL 73/78	50 MT 13, 200 IG
<i>Receiver's Name & Signature-</i>		<i>sd/- Chief Engineer</i>
<u>Vehicle No :SHJ 38023</u> <u>Drivers Name : Mr.Bijeesh</u>		



GRYFFINDOR INTERNATIONAL BUNKERING

Delivery No: 0978

Customer For the Account of
Master/Owners/Operators
&Managers/Charters/of **"M/V OCEAN CRYSTAL XVI"**

Name GRYFFINDOR INTERNATIONAL
BUNKERING
P.O.BOX:XXXX
City DUBAI, U.A.E

Date: 08 -04-2016
Job No:
LPO No:
Ref No: Nil

No	Description	Qty(IG)
	MGO(DMA) supplied to "M/V OCEAN CRYSTAL XVI" At AHI Yard Samples No (0074857,0074858) IMO NO: The fuel conforms with Red 14(1) and 18(1) of Annex VI Of MARPOL 73/78	50 MT 13, 200 IG
<p><i>Receiver's Name & Signature-</i> <i>sd/- Chief Engineer</i></p>		
<p style="text-align: center;"><u>Vehicle No :AJM:9841</u> <u>Drivers Name : Mr.Baburaj</u></p>		



GRYFFINDOR INTERNATIONAL BUNKERING

Delivery No: 0979

Customer For the Account of
Master/Owners/Operators &
Managers/Charters/of **"M/V OCEAN CRYSTAL
XVI"**

Name GRYFFINDOR INTERNATIONAL
BUNKERING
P.O.BOX:XXXX
City DUBAI, U.A.E

Date: 08 -04-2016
Job No:
LPO No:
Ref No: Nil

No	Description	Qty(IG)
	MGO(DMA) supplied to "M/V OCEAN CRYSTAL XVI" At AHI Yard Samples No (0074859,0074860) IMO NO: The fuel conforms with Red 14(1) and 18(1) of Annex VI Of MARPOL 73/78	25 MT 6,600 IG
<i>Receiver's Name & Signature-</i>		<i>sd/- Chief Engineer</i>
<u>Vehicle No :AJM:10035</u> <u>Drivers Name : Mr. Muralidharan</u>		



GRUFO SURVEY (MIDDLE EAST) LTD

Agency

ABC Marine & Shipping
PO Box XXXX
Ajman
United Arab Emirates
Attention: Accounts Department

INVOICE NO:

MWS-WU 94/16/1065

Date: 30-Apr-16

From	To	Days	Rate	<u>Amount</u> <u>USD</u>
<u>SUPPLY OF MARINE WEATHER FORECASTING SERVICES</u>				
Provision of professional Services to ABC Marine & Shipping Agency Reference Email request from Mr.K.V.V., dated 09 & 16 April 2016 Route: Ajman, UAE to Jafarabad, near to Pipavav port – Gujarat, India Vessel: OCEAN CRYSTAL XVI Service Provided Once daily, 4-days Ahead Route Forecasts Once Daily, Arabian Sea Wind and Wave Chart covering the Route				
09-Apr-16	15-Apr-16	7.0	70.00 Per day	490.00
Location: Jafarabad, Gujarat Service Provided Once daily, 5-days Ahead Site Specific Forecasts Once Daily, Arabian Sea Wind and Wave Chart covering the Route				
16-Apr-16	30-Apr-16	15.0	70.00 Per day	1,050.00
Invoice Total (United States Dollars – One Thousand Five Hundred and Forty Only)				1,540.00
PAYMENT TO BE MADE WITHIN 30 DAYS, PLEASE INDICATE INVOICE NUMBER				
Grufosur (Middle East) Ltd, P.O.Box XXXXX, Abu Dhabi, UAE				
Telephone : +0XXX Fax: +XXX email: Grufosur@eim.ae				
Bank details: Royal Bank of Scotland N.V. P.O Box XXXX, Abu Dhabi UAE				
Swift Code: ABNAAEADAUH				
Account no: XXX (USD) IBAN: XXX				



GRUFO SURVEY (MIDDLE EAST) LTD

Agency

ABC Marine & Shipping
PO Box XXXX
Ajman
United Arab Emirates
Attention: Accounts Department

INVOICE NO:

MWS-WU 94/16/1349

Date: 31-May-16

<u>From</u>	<u>To</u>	<u>Days</u>	<u>Rate</u>	<u>Amount USD</u>
<u>SUPPLY OF MARINE WEATHER FORECASTING SERVICES</u>				
<u>Provision of Professional Services to ABC Marine & Shipping Agency</u>				
Reference : Email request from Mr. K.V.V, dated 09 &16 April 2016 Location: Jafarbad Gujarat Vessel: OCEAN CRYSTAL XVI				
<u>Service Provided</u>				
Once daily, 5-days Ahead Site Specific Forecasts Once Daily, Arabian Sea Wind and Wave Chart covering the Route				
01-May-16	11-May-16	11.0	70.00 Per Day	770.00
Invoice Total (United States Dollars – Seven Hundred and Seventy only)				770.00
PAYMENT TO BE MADE WITHIN 30 DAYS, PLEASE INDICATE INVOICE NUMBER				
Grufosur (Middle East Ltd, P.O. Box XXXXX, Abu Dhabi, UAE				
Telephone : +0XXX Fax: +XXX email: Grufosur@eim.ae Bank details: Royal Bank of Scotland N.V. P.O Box XXXX, Abu Dhabi UAE Swift Code: ABNAAEADAUH Account no: XXX (USD) IBAN:XXX				



AMS/JI/ADV/47/2019

Date: 11th February 2019

To Adv. Kumar

Interest Details:

Invoice # LH-1988/16	USD 41,562.15	Charter Hire Charges	12.05.2016
Invoice # LH- 1989/16	USD 255,786.40	Consumable Charges	12.05.2016
Total Amount = <u>USD 297,348.55</u>			

Interest Percentage as per CPA dated 08.04.2016 Box # 24 Part-I
= 1% per month will be = USD 2,973.48, USD 99.12/ per day (30 days)

Interest Period: 01.06.2016- 20.02.2019= 32 months and 20 days.

32 months	@USD 2973.48/month	USD 95,151.54
20 days	@USD 99.12/day	USD 1982.32
Grand Total = <u>USD 97,133.85</u>		

Addition to above amount, please add court fees, documentation charges, legal fees, advocate fees etc...

Best Regards,

For, ABC Marine and Shipping Agency

Sd/-

Accounts Department

ABC Marine

From: 'ABC' <abcm@emirates.net.ae>
To: 'JKL' <JKL-id@JKLltd.com>; yadavY120@yahoo.in
Sent: Monday, April 07, 2016 4:38 PM
Subject: RE: Need Towing Tug

Dear Sir,

With reference our meeting, we can arrange our two tugs PLATINUM CONQUEROR and OCEAN CRYSTAL XVI. Please find the details of expenses.

Delivery & redelivery : Ajman, U.A.E.
Terms of contract : BIMCO "SUPPLYTIME 2005"
Terms of Payment : To be discussed and Agreed

Daily Hire Rate

Name of vessel : Platinum Conqueror (2010 Built)
BHP/BP : 8000/106 T
Daily Hire Rate : **USD 14,000/- per day**

Name of vessel : OCEAN CRYSTAL XVI (2003 Built)
BHP/BP : 5510/73 T
Daily Hire Rate : **USD 10,500/- per day**

The above offers are subject to availability at the time of your confirmation **exclusive** of fuel, water, lubricants, port charges, tug assistance, customs, immigration, agency fees, protecting agency fees, all taxes, levies, and govt. Charges, all trading permissions, legal and other charges, on and off hire survey, additional coverage and Armed security guards (if required) etc.

INCLUDING FUEL – TOTAL COST EACH VESSEL

PLATINUM CONQUEROR: Dubai-Mumbai-Return Back
Total cost: USD 527,250/- Approximately

OCEAN CRYSTAL XVI:
Total cost: USD 425,500 /- Approximately
Final Approximately: **USD 952,750/-** plus Security Guard and other expenses.

So you may please arrange minimum One Million US Dollar immediately our Account Open L C en-cashable within a week time.

Best regards,

K. V. V.

Managing Director

ABC Marine & Shipping Agency

From: 'ABC'

To: yadavY120@yahoo.co.in

Sent: Monday, April 07, 2016 6:28 PM

CC: 'JKL'

Subject: RE: Need Towing Tug

Kind attention: Mr.Yadav Y.

Dear Sir,

With reference to our telephone and your e-mail dated April 7, 2016 we are pleased to offer our following tugs:

Name of vessel : OCEAN CRYSTAL XVI, available At Ajman

BHP/BP : 5510/73

Daily Hire Rate : USD 10,500/- per day

Name of vessel : OCEAN CRYSTAL XVI-XVII

BHP/BP : 7076/95

Daily Hire Rate : USD 12,000/- per day

The above offers are exclusive of fuel, water, lubricants, port charges, tug assistance, customs, immigration, agency fees, protecting agency fees, all taxes, levies, government charges, all trading permissions, legal and other charges, on and off hire bunker survey, additional coverage etc.

Delivery & Redelivery : Ajman, U.A.E.

Herewith we attached specs of the above vessels. Please check and let us know

Best regards,

K. V. V.

Managing Director

ABC Marine & Shipping

P.O. Box XXXX

Ajman, U.A.E

Tel +XXX

Fax +XXX

E-mail: abcm@emirates.net.ae

Website: www.abcm.com

From: yadavY120@yahoo.co.in
Sent: Tuesday, April 08, 2016 12:34 PM
To: 'ABC'
CC: 'JKL'
Subject: Tugs 73 BP

Dear Sir,
Good day
As discussed please mobilize Tug 73 BP Jafarabad port Gujarat. India Nearby Pipavav port will be accept your terms But please sail tug today its most urgent

Regds
Yadav Y.
JKL International Ltd.

Sent from Blackberry on Airtel

From: yadavY120@yahoo.in
Date: Tue, 8 Apr 2016 12:47 PM
To: 'ABC'
CC: 'JKL'
Subject: Re: Tugs 73 BP

Hi KVV
Good day
Our rig name is Marine Fortune
Port Name is. Jafarabad nearby Pipavav Gujarat India
Our rig email id is. marinefortune@JKLltd.com
Rig contact no XXX
Also note our agent details
Shelby Shipping
Contact person Mr T Shelby
Email id shelby.shipping@gmail.com
Contact no XXX
Also note our office address
JKL international ltd
3rd Floor, XXX Building, XXX,
XXX, New Delhi, India
Rgds
Yadav Y.

Sent from Blackberry on Airtel

From: yadavY120@yahoo.co.in
Sent: Wednesday, April 09, 2016 6:21 AM
To: 'ABC'
Subject: Re: Tugs 73 BP

Dear KVV
Kindly confirm tug is sail
Rgds
Yadav Y.

Sent from Blackberry on Airtel

From: JKL
Sent: Wednesday, April 09, 2016 10:32 AM
To: 'ABC'; yadavY120@yahoo.in
Subject: RE: Tugs 73 BP

Dear K V V
Thank for received tug agreement will be signed & send to you today afternoon, kindly send us the tug NDA certificate
Rgds
Yadav Y.

From: 'ABC'
Date: wed, 09 Apr 2016 10:34 PM
To: yadavY120@yahoo.in
Subject: RE: Tugs 73 BP

Dear Mr. Yadav Y,
Tug completed Diesel loading at 0600hrs, clearance on board 0830 hrs.
Vessel sail out from Ajman at 0900 hrs.
Best regards,
K.V. V.

From: yadavY120@yahoo.co.in
Sent: Wednesday, April 09, 2016 10:37 AM
To: 'ABC'
Subject: Re: tugs 73 BP

Thanks a lot
Rgds
Yadav Y.

Sent from Blackberry on Airtel

From: 'ABC'
Sent: 09 April 2016 11:20 AM
To: yadavY120@yahoo.in
CC: 'JKL'
Subject: RE: Tugs 73 BP

Dear Mr. Yadav Y.,

Please find attached BIMCO 'St 2005" CP

Please sign/stamp and forward a copy back your e-mail for our records then we will send you 2 original sets by courier, after signing and stamping one set to send back by courier.

Best regards,
K.V. V.
Managing Director
ABC Marine & Shipping
P.O. Box XXXX
Ajman, U.A.E.
Tel +XXX
Fax +XXX
E-mail: abcm@emirates.net.ae
Website: www.abcm.com

From: 'JKL'
Sent: Monday, April 21, 2016 9:52 A M
To: 'ABC'; yadavY120@yahoo.co.in
Subject: RE: OCEAN CRYSTAL XVI-XVI MORNING REPORT

Dear K.V.V. ji

Good day

Please sail 2nd tug today without 2nd tug work cannot be done, treat it most urgently, kindly send us the official offer also send us the agreement, but please sail tug today

Rgds
Yadav Y.

From: 'ABC'
Sent: 21 April 2016 10:27 AM
To: yadavY120@yahoo.co.in
CC: 'JKL'
Subject: OCEAN CRYSTAL XVI MORNING REPORT

To: M/s JKL international ltd
Attn: Mr. Yadav Y.
From: ABC Marine & Shipping
Date: April 21, 2016

Subject: TOWAGE AND ASSISTANCE TO J/U RIG 'Marine Fortune' AT
PIPAVAV – INDIA BY TUG "OCEAN CRYSTAL XVI"

0600 Vessel steaming up and down near to Rig Marine Fortune at Jafarabad

Latitude :20 deg 46.90'N
Longitude :071 deg 24.18'E
Weather :P/Clouded
Wind N'ly 8-1 knots
Wave Height :0-1 ft
Visibility :Good

	<u>LAST ROB</u>	<u>CONSUMED</u>	<u>ROB MIDNIGHT</u>
Fuel Oil	232.47 MT	06.32 MT	226.15 MT
Fresh Water	194.00 MT	03.00 MT	191.00 MT
Lube Oil	5,135 LTR	00.00 LTR	5,135 LTR
Hyd Oil	1,854 LTR	00.00 LTR	s1,854 LTR

Remarks:

All fine on board with tug and crew

Best regards,

K.V. V.
Managing Director

From: yadavY120@yahoo.co.in
Sent: Monday, May 05, 2016 8:00 PM
To: 'ABC'
Cc: 'JKL'
Subject: Tug OCEAN CRYSTAL XVI.

Dear K.V.V.

Good day

Our agent did already handover PC to your tug master, please inform to tug master, please sail tug immediately

Rgds

Yadav Y.

Sent from Blackberry on Airtel

From: Master Ocean Crystal <master.oceancrystalxvi@gmail.com>
Sent: Monday, May 05, 2016 10:00 PM
To: 'ABC'
Subject: RE: Proceed to Ajman.

Dear Boss,

Please be advised vessel departed rig Marine Fortune location at 2110 Hrs LT on the 05.05.16 enroute to Ajman, will keep you posted on ETA.

Thank you & Best Regards,

Capt. Paul Drogba

Master OCEAN CRYSTAL XVI

Phone - XXX

Fax - XXX

Email - master.oceancrystalxvi@gmail.com

Subject: FW: OCEAN CRYSTAL XVI OFF-HIRE REPORT
From: 'JKL'
Sent: Tuesday, May 13, 2016 10:33 AM
To: 'ABC'; yadavY120@yahoo.co.in
Subject: RE: OCEAN CRYSTAL-XVI OFF-HIRE REPORT

Dear KVV

Good day

Please send us the final invoice and statement of account for processing payment.

Rgds

Yadav Y.

From: 'ABC'
Sent: 13 May 2016 10:55 AM
To: yadavY120@yahoo.co.in
CC: 'JKL'

Subject: OCEAN CRYSTAL XVI OFF-HIRE REPORT TOWAGE AND ASSISTANCE
TO J/U RIG 'Marine Fortune' AT PIPAV – INDIA

Please find attached off-hire ROB Report for your reference and records. We will send you the final invoice with log sheets shortly

Best regards,

K.V. V.
Managing Director
ABC Marine & Shipping
P.O. Box XXXX
Ajman, U.A.E
Tel +XXX
Fax +XXX
E-mail: abcm@emirates.net.ae
Website: www.abcm.com

From: 'ABC'
Sent: Monday, September 21, 2017 4:13 PM
To: 'JKL'
CC: yadavY120@yahoo.co.in; sachinR@gmail.com
Subject: Overdue Payment

Dear Sir

Sub: Overdue Invoices Payment

Please find attached the statement of account and our letter, which is self-explanatory.

Kindly acknowledge the receipt of attached and confirm your payment plan.

Best regards
K V V
ABC Marine & Shipping
Ajman, U.A.E.

From: 'ABC'
Sent: Thursday, December 31, 2017 10:39 AM
To: sachinR@gmail.com
CC: yadavY120@yahoo.co.in; 'JKL'
Subject: RE: Overdue Payment.

Attn. Mr. Sachin R

Dear Sirs

Sub: Overdue Payment

With reference to our various reminders and telephonic communication, we are sending again the statement of account by the last day of this year 2017.

Please acknowledge the receipt of attached statement of account, and inform us your plan, how and when it going to settle. We are expecting a positive response from your side this time, as we need deliberately this payment by the beginning of this new year.

Best Regards

K.V. V.

Managing Director

ABC Marine and Shipping & Shipping

P.O Box: XXXX

Ajman, U.A.E

Tel: +XXX Fax: +XXX

From: 'ABC'
Date: Wed, 3 Feb 2018 12:33 PM
To: sachinR@gmail.com
CC: 'JKL'; yadavY120@yahoo.co.in
Subject: Overdue Payment

To: Mr. Gupta – chairman (M/s.JKL International)
Mr. Yadav Y.
Mr. Sachin R (Accounts)

Sub: Long Outstanding Payment

Dear All

We have been calling you since two years and no success and no favourable reply from you. Now we have no other choice except legal recovery.

So we will handed over to our legal consultant M/s. Kumar Associates to recover the money, unless you settle the money this week.

Awaiting your response.

Best Regards

K V V

Managing Director
ABC Marine and Shipping & Shipping
P O Box: XXXX
Ajman, U.A.E
Tel: +XXX Fax: +XXX

From: yadavY120@yahoo.co.in
Sent: Wednesday, February 03, 2018 5:38 PM
To: 'ABC'; sachinR@gmail.com
CC: 'JKL'
Subject: Re: Overdue Payment

Dear KVV,
Good day

I know your payment is very old but our rig has been idle for the last two years. We request that you please wait some months after which we will settle your payment. Furthermore, during the duration of the alleged hire period the vessel could not be used for the purpose it was hired for. Thus we would like to discuss the actual duration of hire excluding the time when the vessel could not be used.

Rgds

Yadav Y.

Sent from BlackBerry on Airtel

**Mr. Kumar
Advocate
Partner**

**Cell:123xxxx
E-mail: xyz@gmail.com**



M/s. Kumar Associates

Date: 28/07/2018

To,

1. M/s. JKL International Limited
3rd Floor, XXX Building, XXX,
XXX, New Delhi, India

2. Mr. Gupta
Managing Director,
M/s. JKL International Limited
3rd Floor, XXX Building, XXX,
XXX, New Delhi, India

Sirs,

On behalf of and under instructions, from my client, ABC Marine & Shipping Agency, P.O. Box: XXXX, Ajman, United Arab Emirates, I am sending this notice and have to state as follows:

That as per Charter Party contract dated 8th April, 2016, No: 1 among you as charterer took the vessel, M/V Ocean Crystal XVI, IMO No: 9xxxxx3 owned by my client on a time charter for fifteen days with extension on day to day basis for towage of Rig, Marine Fortune for under water inspection at Pipavav, Gujarat.

That the vessel was on hire from 12 hrs on 8-04-2016, the date of delivery till it's off hire at 11 hrs on 12-05-2016. The concluded contract as evidenced by charter party dated 08-04-2016 provides for payment of charter hire of USD 10,500 per day by the charterer excluding all consumables upon receipt of invoice issued by our client. It is further specifically stipulated and agreed by you for payment of interest at the rate of 1% per month on the amounts due after the expiry of 5 days from the date it became due for payment.

That our client had raised invoice to the tune of USD 297,749.55 towards charter hire and consumables payable by you in terms of the contractual stipulations concluded in the Charter party.

That despite repeated requests made by our client you have not made the payment towards charter hire and bunkers till date amounting to USD 297,749.55 together with agreed rate of interest on the said amount.

That in the above circumstances we hereby call upon you to pay to our client an amount of USD 297,749.55 together with the agreed rate of interest till date within 7 days from the date of receipt of this notice failing which I am instructed by my client to invoke the dispute resolution clause in the charter party and refer the dispute to arbitration in accordance with the London Maritime Arbitrators Association (LMAA) terms, entirely at your risk as to cost and consequences.

Sincerely,
Sd/-
Adv. Kumar



AMS/LT/JKL/1072/17

Date: 21/09/2017

M/s. JKL International Ltd
3rd Floor, XXX Building, XXX,
XXX, New Delhi, India

Attn: Mr. Gupta {Chairman}
CC: Mr. Sachin R. & Mr. Yadav Y.

Dear Sirs,

Sub: Outstanding Payment as per attached Statement of Accounts.

Job: Towage of Rig "MARINE FORTUNE" at Pipavav Gujarat India.

Despite of Previous reminders we are disappointed to note that your account remains outstanding and overdue since 12.06.2016 a total of **USD 297,749.55**

As this amount is now in violate of our agreed payment terms, we have reluctantly added further costs and interests in line with "The Late Payment of Commercial Debts Regulations Procedures."

It is now essentials that this amount is settled in full, including late payment costs and interest charges **within the next one-week time**. Failure to settle this overdue account in a timely manner, will force us to hand over the case to our debt recovery department.

We would therefore respectfully suggest that you treat this matter in urgency and remit the full balance due as soon as possible.

Please organize to settle as per attached statement of account immediately and let us know the transfer details.

We would appreciate your cooperation in this matter.

Best Regards,
K V V
Managing Director

**Mr. Kumar
Advocate
Partner**

**Cell:123xxxx
E-mail: xyz@gmail.com**



M/s. Kumar Associates

Registered with A/D

05/12/2018

To,

1) M/s. JKL International Limited
3rd Floor, XXX Building, XXX,
XXX, New Delhi, India

2) Mr. Gupta
Managing Director,
M/s. JKL International Limited
3rd Floor, XXX Building, XXX,
XXX, New Delhi, India

3) Mr. Sachin R
Director,
M/s. JKL International Limited
3rd Floor, XXX Building, XXX,
XXX, New Delhi, India

4) Mr. Yadav Y
Director,
M/s. JKL International Limited
3rd Floor, XXX Building, XXX,
XXX, New Delhi, India

Sir,

I have instructions from ABC Marine & Shipping Agency, Ajman, United Arab Emirates hereinafter referred to as 'our client' to address you as follows:

1. That as per Charter party contract dated 8th April, 2016, No: 1 among you as Charterer took the vessel, M.V. Ocean Crystal XVI, IMO No: 9xxxxx3 owned by our client on

a time charter for fifteen days with extension on day to day basis for towage of Rig, Marine Fortune for under water inspection at Pipavav, Gujarat.

2. That the vessel was on hire from 12 hrs on 8-4-2016, the date of delivery till it's off hire at 11hrs on 12-5-2016. The concluded contract as evidenced by charter party dated 8-4-2016 provides for payment of charter hire of USD 10,500 per day of the charterer excluding all consumables upon receipt of invoice issued by our client. It is further specifically stipulated and agreed by you for payment of interest at the rate of 1% per month on the amounts due after the expiry of 5 days from the date it became due for payment.
3. That our client had raised invoice to the tune of USD 297,749.55 towards charter hire and consumables payable by you in terms of the contractual stipulations concluded in the charter party.
4. That despite repeated requests made by our client you have not made the payment towards charter hire and bunkers till date amounting to USD 297,749.55 together with agreed rate of interest on the said amount.
5. That on 03/02/2018, you had sent a confirmation message confirmation message accepting the liability and agreeing to clear it at the earliest.
6. That in spite of repeated demands made by our client you have not cleared the total amount outstanding. According to our client, you are unable to meet the current demands and pay your debts and you have reached the stage of commercial insolvency.
7. In the above circumstances, you are called upon to pay our client a sum of USD 297,749,55/- within 21 days from the date of receipt of this notice. You may please note that, your failure to pay the abovementioned amount within the time limit specified above, will amount to your neglect to pay a debt exceeding Rs. 1,00,000 (Rupees One Lakh only), in which event, as provided under Section 434(1)(a) of the Companies Act, 1956, it would be deemed that, the Company is unable to pay it debts. On your failure to pay the above debt within 21 days from the date of receipt of this notice, our client will be constrained to initiate winding up proceedings against you, as provided under Section 433 of the Companies Act, 1956, and other appropriate legal proceedings, for which you will be held liable for all the costs and consequences.

Sincerely,
Sd/-
Advocate



M/s. Kuriakose & Co.

MR. KURIAKOSE
ADVOCATE
PARTNER

CELL:567XXXX
E-MAIL: kas@gmail.com

To,
Mr. Kumar
Partner
M/s. Kumar Associates
E-mail: xyz@gmail.com

23.12.2018

Sir,

My client M/s. JKL INTERNATIONAL Ltd. is in receipt of legal notice dated 28/07/2018 sent by you on behalf of your client M/s. ABC MARINE & SHIPPING AGENCY and I have been instructed by my client to give reply to that.

At the outset, my client specifically denies that my client is responsible/liable to pay an amount of USD 297,749.55 to your client. As a matter of fact, your client failed miserably to provide the requisite services as requires/sought by my client. There was deficiency in rendering the services on the part of your client. As a matter of fact, your client failed to arrange necessary permission from the concerned Authorities so that your client can provide services for which your client was engaged by my client. Such an important and material aspect seems to have not been shared by your client with you and your legal notice seems to be an outcome of that.

My client had hired a vessel "M/V. OCEAN CRYSTAL-XVI" specifically for the purpose of towing the rig for water inspection at Indian ports. The rig of my client namely "Marine Fortune" was required to tow the rig for inspection on floating condition and for that your client was required to provide vessel along with necessary permission/clearance from the concerned authority to provide such services at particular port in India. It is submitted that your client was well aware of the requirement that under the Indian Customs Law a Foreign Flag Vessel is only permitted to do coastal movement of towing of rig, however, for the purpose for which the vessel was hired a specific permission was required to be taken from the Customs Authority and a Coastal Trade License for the said purpose was required to be obtained by the owner of the vessel i.e., your client. However, aforementioned mandatory requirement of law was not fulfilled by your client. Therefore, on account thereof, your client could not do the intended purpose.

Your client was called upon by the officials who were deputed at the relevant time at the site to obtain requisite permission from the Customs Authority, however, despite assurances no steps were taken in this regard. My client was required to carry out the

inspection at the earliest as the rig was about to be deployed under contract with a renowned Public Sector Undertaking. On account of deficiency on the part of your client necessary process of inspection by a renowned agency got delayed and resultantly the entire process was affected. My client on account of such delay suffered huge monetary losses and as a matter of fact the rig “Marine Fortune” till date could not be deployed and is lying idle.

My client had shared its displeasure with your client and your client was well aware of the fact that your client failed to provide the services as required. Despite this, mischievously, your client is asking for the alleged amount. In the notice under reply, there is a reference of a communication stated to have been made by my client on 03/02/2018 is given, however, it is being made clear that no communication whatsoever was given by my client and you were again been apprised of the fact that the particular rig is lying idle for the last more than two years and it is also being apprised that the necessary steps shall be taken to settle the account taking into consideration losses suffered by my client. My client has suffered huge monetary losses/damages on account of deficiency on the part of your client in rendering the services as required under the charter party contract dated 08/04/2016. My client has undertaken the process of ascertaining the damages/losses which it suffered on account of such deficiency on the part of your client and in respect thereof appropriate proceedings shall be instituted/filed by my client in the court of law. Apart from this my client shall also initiate action against your client for playing a fraud on my client and for making incorrect promises and representations.

The notices under reply is sent by your client through you despite knowing well that your client failed to provide the requisite services for which vessel “M/V. OCEAN CRYSTAL–XVI” was hired. The amount claimed is a disputed amount. Despite this, the present legal notice is sent to pressurize my client to pay bonafide disputed amount by invoking the provisions of Company Act. The law in this regard is settled that winding up of a company cannot be resorted to if the amount is in a bonafide dispute as in the present case. In case, still your client prefers to initiate proceeding under the provisions of Companies Act then the same shall be contested by my client at the cost of your client.

Sd/-

Advocate Kuriakose

CC: ABC Marine & Shipping Agency
P.O. Box: xxxx, Ajman, UAE.

**Mr. Kumar
Advocate
Partner**

**Cell:123xxxx
E-mail: xyz@gmail.com**



M/s. Kumar Associates

Date: 31/01/2019

To,

1. M/s. JKL International Limited
3rd Floor, XXX Building, XXX,
XXX, New Delhi, India
2. Mr. Gupta
Managing Director,
M/s. JKL International Limited
3rd Floor, XXX Building, XXX,
XXX, New Delhi, India
3. Mr. Sachin R
Director,
M/s. JKL International Limited
3rd Floor, XXX Building, XXX,
XXX, New Delhi, India
4. Mr. Yadav Y
Director,
M/s. JKL International Limited
3rd Floor, XXX Building, XXX,
XXX, New Delhi, India

Sir,

On behalf and on instruction of my client ABC Marine & Shipping Agency, Ajman, United Arab Emirates, I am sending this notice.

Please note that we have today appointed Mr. David as arbitrator explicitly in the name of ABC Marine & Shipping Agency, Ajman, United Arab Emirates pursuant to clause 34 of the Charter Party dated 8th April 2016.

The appointment concerns the amounts due and owing from you under the CP and all and any other disputes or differences arising from your failure to pay charter hire, bunker and interest in violation of the terms of CP.

You are now called upon to appoint your arbitrator within 14 days hereof, i.e., by 13th February, 2019 in terms of the Arbitration Act, 1996, failing which we shall take steps for Mr. David to be appointed as sole arbitrator and, as such, our client would in the circumstances be fully entitled to be secured for its costs. We await hearing from you accordingly in response to the above appointment.

Sd/-
Mr. Kumar
Advocate
