IN THE SUPREME COURT OF BANGLADESH
HIGH COURT DIVISION
(ADMIRALTY JURISDICTION)

ADMIRALTY SUIT NO. 61 of 2025.

IN THE MATTER OF:
Globe Ocean Shipping Pte. Ltd.
... Plaintiff.
VERSUS
M.V. TELERIG (IMO NO. 9452854, *now lying at Chattogram Port outer anchorage, Chattogram and* others.
... Defendants.

Mr. Mohiuddin Abdul Kadir, Adv.
Ms. Zinia Amin, Adv.
Mr. Noor Mohammad Mozumder Roni, Adv.
…For the Defendant No. 3-applicant.
Mr. M. Belayet Hossain, Sr. Adv. with
Mr. Md. Humayun Kabir, Adv.
Mr. M. Mahmudul Hasan, Adv.
…. For the Plaintiff.

The 13th January, 2026

Present:
Justice Sikder Mahmudur Razi

1. The plaintiff, Globe Ocean Shipping PTE. Ltd., instituted the present Admiralty Suit invoking the jurisdiction of this Court under the Admiralty Court Act, 2000, claiming damages amounting to USD 1,008,640.67 allegedly arising out of non-delivery of 796 steel billets carried onboard the vessel M.V. TELERIG (IMO No. 9452854). On 23.12.2025, upon presentation of the plaint, this Court admitted the suit and passed an *ex parte* order directing arrest of the vessel then lying at the outer anchorage of Chattogram Port, as security for the plaintiff's claim.

The plaintiff's case in brief, is that it was the time-charterer of the vessel under a charterparty dated 28.07.2025 entered into with Defendant

No. 3, Green Seeds General Trading Co. (SFZ), the disponent owner. The voyage involved carriage of 796 steel billets from Malaysia to Samsun, Turkey. The vessel completed discharge at Samsun by 25.10.2025, and the plaintiff redelivered the vessel thereafter. During the voyage and at the discharge port, disputes arose regarding hire and alleged off-hire periods. The registered owner of the vessel, Sea Dragon Overseas LLC (Defendant No. 4), through the master, asserted a lien over the cargo at Samsun for alleged unpaid hire/freight, resulting in retention of the cargo under Turkish enforcement proceedings.

2. Defendant No. 3 Green Seeds General Trading Company (SFZ) entered appearance in the suit on 30.12.2025.

3. Now, by filing an application defendant no. 3 namely Green Seeds General Trading Company (SFZ) prays for vacating the order of arrest of the defendant no. 1 vessel M.V. TELERIG, (IMO No. 9452854, Flag: Marshall Islands).

The contentions of the parties in the present litigation, in brief, are as follows:-

The plaintiff instituted Admiralty Suit No. 61 of 2025 on 23.12.2025 claiming USD 1,008,640.67 equivalent to Tk.124,062,802.41 only and obtained an order of arrest of the vessel MV TELERIG as security for the claim. Defendant No. 3, Green Seeds General Trading Company (SFZ), asserting itself as the Disponent Owner of the vessel, subsequently applied for vacating the order of arrest.

Defendant No. 3 contends that the arrest is wholly without jurisdiction and based on a misconceived cause of action. According to Defendant No. 3, the plaintiff's own pleadings admit that the contractual relationship arose solely out of a time charterparty dated 28.07.2025 between the plaintiff and Defendant No. 3 for carriage of steel billets from Malaysia to Turkey. The vessel completed the voyage, discharged the entire cargo at Samsun, Turkiye without any loss, damage, or short delivery, and was redelivered on 25.10.2025. Defendant No. 3 further contends that no claim whatsoever arises under section 3(2)(g) or (h) of the Admiralty Court Act, 2000, as there was neither cargo damage nor non-delivery nor claim for loss, and the dispute is purely one of hire and off-hire accounting under the charterparty.

Defendant No. 3 further contends that documentary records relied upon by the plaintiff themselves demonstrate that Defendant No. 3, rather than the plaintiff, is the party having a monetary claim, as there remains outstanding hire payable by the plaintiff. It is argued that the plaintiff has made inconsistent and mala fide pleadings by simultaneously admitting full discharge of cargo while alleging non-delivery, solely to procure an arrest order. Defendant No. 3 asserts that the lien over certain cargo at Samsun was lawfully exercised pursuant to the charterparty and upon its instructions, the Master acted accordingly before the Turkish enforcement authorities, and that the cargo was released against security. Any challenge to the lien or the hire dispute, if the plaintiff wished to pursue, lies either before the Turkish court or in London arbitration as contractually agreed, not through an admiralty arrest in Bangladesh.

Defendant No. 3's further case is that Defendant No. 4, the registered or head owner of the vessel, had no involvement whatsoever in the contract of carriage or the exercise of lien. The plaintiff has not been able to submit any document to show that defendant no. 4 had any involvement with the contract of carriage or that they had any claim against either defendant no. 3 or against defendant no. 4. The only communication the plaintiff filed to support their plaint and application for arrest is a letter from the law firm Clyde & Co representing Condez Shipping and Xiamen C&D Supply Chain Logistics Co, addressed to one Pacific Glory Shipping Co., wherein it has been mentioned that the dispute is entirely unrelated to their clients or the buyers which led to the exercise of the lien.

It has further been stated that the charter party itself clearly distinguishes Defendant No. 4 as head owner; Telerig Ltd, as a bareboat charterer in between, and Defendant No. 3 as disponent owner. The charter party further described defendant no. 3 as "owner" for contractual purposes.

It has further been contended, on the basis of the list of documents filed by the plaintiff, that the use of the word "owner" by the Samsun Enforcement Office, as appearing at page 14(A) thereof in describing the creditor, does not denote the registered owner of the vessel. Rather, the said expression has been used to refer to Defendant No. 3, namely Green Seeds General Trading Company. This proposition is evident from page 11 of the list of documents, where, while forwarding the statement of claim to the plaintiff, Globe Ocean Shipping Pte. Ltd., the said Defendant No. 3 described itself as "Owner". Similarly, in the statement of account

forwarded by the plaintiff to Green Seeds, the plaintiff also used the term "owner" to mean the said Green Seeds General Trading Company (page 15 of the list of documents).

Against this backdrop, Mr. Mohiuddin Abdul Kadir, learned advocate for the defendant no. 3 submitted that the plaintiff is neither the consignee of the cargo or endorsee of the same and therefore, he has no *locus standi* to file the suit for any exercise of lien against the cargo. He next submitted that defendant no. 3 as Disponent owner were contractually entitled to exercise a lien pursuant to CP and therefore, exercise of lien cannot give rise to any cause of action in favour of the plaintiff.

He next submitted that the pre-conditions for exercise of the *in rem* jurisdiction of the court as stated in Section 4 are not fulfilled and as such the arrest of the vessel is wrongful and cannot be sustained. The learned advocate by drawing analogy further submitted that even assuming that the plaintiff has a claim, the same is neither a claim under section 3(2) (a) to (c) and (r) nor a maritime lien. In support of his submission the learned advocate relied on *Al Sayer Navigation v Delta International Traders, reported in 2 BLD (AD) (1982) 69*.

The learned advocate further submitted that even assuming that the plaintiff has a claim under section 3(2) (d) to (q) the pre-conditions of exercise of *in rem* jurisdiction under the section 4(4) is not fulfilled and therefore, the arrest order is bad in law.

The learned advocate next submitted that an action *in rem* can be brought in the Admiralty Jurisdiction of the High Court Division as the Court of Admiralty against the following ships, namely:

(a) when the action is brought, the person has beneficial ownership over all the shares of the ship; or

(b) if at the time when action is brought, any other ship is under the beneficial owner of the said person.

The learned advocate next submitted that the defendant no. 4 who is the registered and beneficial owners of the vessel is not the party liable in an action *in personam* under the contract of the cargo or for the exercise of lien.

The learned advocate further submitted that the statutory preconditions under section 4 of the Admiralty Court Act, 2000, for exercising *in rem* jurisdiction are not satisfied, since the person allegedly liable *in personam* was not the beneficial owner of the vessel at the relevant time.

He further submitted that head owners who let out the vessel on bareboat demise charterers are not liable for any claim arising under bills of lading or contract of carriage. By citing Kyung Haw Maritime vs. BF Glory, reported in 21 BLC (AD) (2016) 40, the learned advocate for the defendant no. 3 submitted that it is settled position of law that demise charterers (bareboat) charterers or time charterers are not beneficial owners.

The learned advocate has also referred Halsbury's Laws of England (4th Edition) volume-43 to clarify the legal position of a "charterparty by demise" which runs as follows:

Charterparties by way of demise are of two kinds: (I) charter without master or crew, or "bareboat charter", where the hull is the subject matter of the charterparty, and (2) charter with master and crew, under which the ship passes to the charterer in a state fit for the purposes of mercantile adventure. In both cases the charterer becomes for the time being the owner of the ship; the master and crew are, or become to all intents and purposes, his employees, and through them the possession of the ship is in him. The owner, on the other hand, has divested himself of all control either over the ship or over the master and crew, his sole right being to receive the stipulated hire and to take back the ship when the charterparty comes to an end. During the currency of the charterparty, the owner is under no liability to third persons whose goods may have been conveyed upon the demised ship or who may have done work or supplied stores for her, and those persons must look only to the charterer who has taken his place.

Based on this the learned advocate finally submitted that under no circumstances the alleged claim of the plaintiff can be extended to hold the registered owner of the vessel liable to maintain an action *in rem*.

With these submissions the learned Advocate for defendant no. 3-Mr. Mohiuddin Abdul Kadir prays for vacating the order of arrest of the defendant no. 1-vessel.

4. In opposition, Mr. M. Belayet Hossain, learned Senior Advocate appearing on behalf of the plaintiff submitted that, save for matters of

record, all assertions in the application for vacating arrest are denied. He next submitted that the plaint discloses an arguable maritime claim arising out of the voyage, carriage, and events connected with the vessel and cargo, and that the Admiralty Court was satisfied as to jurisdiction before ordering arrest. It has been contended that disputes raised by Defendant No. 3 pertain to merits and cannot negate jurisdiction already assumed.

On jurisdiction, the learned advocate submitted that, the Plaintiff's claim squarely attracts section 3 of the Admiralty Court Act. The dispute arises out of arrangements relating to the carriage of goods by sea and the use and employment of the vessel**,** engaging section 3(2)(h). The contention that the Plaintiff contracted only with Defendant No. 3 is not determinative. Defendant No. 3 is the beneficial owner, and liability *in personam* is sufficient to sustain an action *in rem*.

The learned advocate further submitted that, the plaint pleads loss and damage arising from acts done in the course of the vessel's carriage and delivery operations, including wrongful withholding and detention of cargo. On the pleaded facts, the claim is also arguable under section 3(2)(d) as damage caused through the vessel's operations, and under section 3(2)(g) as loss of or damage to goods carried. The challenge to the asserted lien is not a bare contractual dispute but concerns unlawful detention effected through the vessel**,** thereby disclosing a recognized maritime claim. The learned advocate underscored that whether the lien is ultimately justified is a matter for trial.

The learned advocate next argued that, the action in rem is also prima facie maintainable under section 4(4). Defendant No. 4 was the registered owner at the material time and is liable *in personam*; Defendant No. 3 is impleaded as co-defendant. Any dispute as to ownership characterisation or allocation of liability is a matter for trial and does not defeat arrest at this interlocutory stage.

The learned advocate next submitted that internal ownership arrangements between Defendant No. 3 and Defendant No. 4 cannot defeat an *in rem* action, as arrest is directed against the vessel as the *res* within admiralty jurisdiction. Absence of direct contractual *privity* with Defendant No. 4, according to the plaintiff, does not bar arrest where an arguable maritime claim exists. The learned advocate next submitted that, official records from the Samsun Enforcement Bailiff's Office demonstrate that Defendant No. 4, the registered owner, applied for and exercised the lien, and that the acts and omissions of Defendant No. 4 gave rise to the cause of action.

The learned advocate next submitted that questions relating to authority to exercise lien, legality and scope of such lien, *locus standi*, contractual entitlements, and allocation of risk are disputed matters requiring adjudication at trial and cannot be summarily resolved at the stage of an application to vacate arrest order. It is also contended that the existence of an arbitration clause providing for arbitration in London and the subsequent issuance of a notice of arbitration do not nullify or retrospectively invalidate an arrest already effected within admiralty jurisdiction. The learned advocate

finally contended that furnishing security remains the appropriate remedy and any vacating order without security may render the prospective decree, if be so passed, nugatory.

With these submissions, the learned advocate submitted that the application for vacating the order of arrest should be rejected, failing which the plaintiff would suffer irreparable loss and injury.

5. I have heard the learned Advocates of both the sides, perused the plaint, application for arrest, application for vacating the order of arrest, the written objection and the documents filed by the parties.

5.1 It is fundamental that a ship may be arrested in Bangladesh only in respect of a maritime claim recognized under the Admiralty Court Act, 2000. Section 3 of Act enumerates the types of claims falling under Admiralty jurisdiction. Notably, these include *"any claim arising out of any agreement relating to the carriage of goods in a ship or to the use or hire of a ship."*. On its face, the present dispute arising from a time charterparty (an agreement for the use/hire of a ship) falls within the jurisdiction of the Admiralty court. However, not every claim that nominally fits a listed category will support an action *in rem* against a vessel. The court must examine the status of the claimant and the connection of the claim to the vessel/owner, to ensure the claim is properly maintainable as an admiralty action.

In this case, the plaintiff charterer's claim essentially seeks damage and compensation for the non-delivery of cargo (steel billets) to the cargo

owner at destination. Although couched as “damage and compensation” for breach of the charter, the quantification/suit valuation corresponds to the cargo’s value and other costs. In substance, the plaintiff is attempting to recover losses stemming from the cargo being withheld under lien. Therefore, the defendant’s submission that the plaintiff’s *locus standi* in respect of the alleged cargo loss is highly questionable raises a serious issue regarding the maintainability of the claim in its present form. There is no denial that the proper party to claim for loss or non-delivery of cargo is the cargo owner or the holder of the bill of lading, not an intermediary charterer who does not own the goods. The documents show the plaintiff did not itself suffer physical loss of property and the billets were not its property. Any liability the plaintiff faces to cargo interests would be indirect or contractual. Under admiralty law, historically “the owner or consignee or assignee of any bill of lading” could sue for damage to goods. By contrast, a time charterer (who is not the cargo owner) is not among the persons expressly contemplated as cargo claimants in admiralty.

It is undisputed that the plaintiff is not the owner, consignee, or endorsee of the cargo, nor has it established any subrogation or assignment of cargo interests in its favour. Admiralty law has consistently recognized that claims for loss or non-delivery of cargo lie at the instance of the cargo owner or lawful bill of lading holder. A charterer, without title to or proprietary interest in the goods, does not fall within the recognized class of claimants entitled to maintain an *in rem* cargo claim. This principle has been reiterated in authoritative precedents, including the Appellate Division

decision. In *Eastern Insurance Co. v. D.B. Deniz Nakliyati, reported in 46 DLR (AD) 185* the Appellate Division held that even a subrogated insurer is not a statutorily recognized claimant under Section 6 of the Act, 1861 and must sue in a proper forum. By analogy, a charterer who has neither title to nor loss of the cargo lacks *locus standi* to pursue an *in rem* claim for non-delivery. The Supreme Court of India in *Epoch Enterrepots v. MV Won Fu, reported in AIR 2003 SC 24: MANU/SC/0904/2002* in effect held that without privity of contract with the shipowner, the Admiralty Jurisdiction cannot be invoked and arrest of vessel cannot be sought for. Some relevant portion of the said judgment runs as follows:

> ***36 .*** *Even, however, assuming the agreement has in fact been entered into by the disponent owner, unless sufficient evidence is laid that the charter was by demise, whereby the possession and control of the vessel was given to the disponent owner, question of pursuing the cause of action against the vessel would not arise. Needless to add that charter parties are of three kinds; (a) Demise Charter; (b) Voyage Charter; and(c) Time Charter. Whereas in demise charter the vessel is given to the charterer who thereafter takes complete control of the vessel including manning the same, in both voyage charter and time charter, master and crew are engaged by the owner who act under owner's instructions but under the charterer's directions. Simply put, voyage charter is making available the vessel for use of carriage for a particular voyage and the time charter correspondingly is where the vessel is made available for carriage of cargo for a fixed*

period of time. In the contextual facts, apart from the fixture note, no other documentary support is available as to whether ownership arose through a charter by demise and possession and control of the vessel has already been given to the disponent owner. The facts disclose that the disponent was an intending charterer of the vessel from the owner and it is on expectancy of such a contract, the fixture note was issued. There was as a matter of fact no charter party or agreement with the charterer and some eventuality in future is stated to be the basis of the cause of action. It is on this scorewe think it expedient to record that even upon assumption of the appellant's case at its highest, no credence can be attached thereto. The disponent owner was not a demise charterer but it is on the happening of such an event in future that such a fixture note has been issued. In our view there is no sufficient evidence available as regards the action in rem making the vessel liable in the contract said to have been entered into, as recorded in the fixture note. It is in the nature of a breach of contract and liability of the vessel would notarise, though however, we are not expressing any opinion as regards the maintainability of an action in personam or its eventual success.

37. *Inasmuch as the claim in the present case arises out of contract dehors a maritime lien, no action in rem is permissible, neither a suit in the original jurisdiction of the Madras High Court can be maintained against the vessel.*

In the present case, the plaintiff's assertion that its damages represent charter losses disguises the fact that the recovery sought is the cargo's value, not any direct contractual debt owed by the ship. In substance, the claim is an indirect cargo-loss claim by an intermediary, which falls outside the exclusive heads of admiralty jurisdiction.

5.2 It further appears that the plaint purports to claim "damage and compensation" for breach of the charter resulting in non-delivery of 796 steel billets. Fact remains, the voyage was completed and the cargo was discharged; the reason it did not reach its consignee was as per the claim of the plaintiff is the registered owner's lien in Turkey. However, as per statement of the defendant no. 3 lien was exercised at its behest for its unpaid freight. Thus, there was no cargo damage by the ship or crew, but an exercise of contractually recognized rights by the defendant no.3. The plaintiff has not demonstrated that it paid for the cargo or that the cargo interests' rights have been subrogated to it. In absence of ownership or endorsement of the cargo, the charterer's attempt to sue for its value is unorthodox and unsupported by statute. As *Al-Sayer Navigation Co. v Delta Int'l Traders Ltd. 2 BLD (AD) (1982) 69* explained, where no maritime lien exists and the claim is in reality for damages, an *in rem* arrest is "clearly untenable".

5.3 Another aspect of the case is that the charterparty identifies Defendant No. 3 as the disponent owner, Defendant No. 4 as the registered owner and Telerig Ltd, as a bareboat (demise) charterer in between and the said

bareboat charterer is not a party in the suit. Apart from that, the plaintiff's own pleadings acknowledge that Defendant No. 4 was not a party to the charterparty and assumed no contractual obligations towards the plaintiff.

Under Section 4 of the Admiralty Court Act, 2000, and settled admiralty principles, an action *in rem* on a non-lien maritime claim is maintainable only when the person who is liable *in personam* was the owner or demise charterer of the vessel at the relevant time. In the present case, the party alleged to be liable is Defendant No. 3, a time-charterer, who did not own the vessel. Conversely, the registered owner owned the vessel but incurred no liability to the plaintiff.

This disconnection between "liability and ownership" is fatal to an *in rem* proceeding. A time-charterer, even if described as a disponent owner, is not treated as the beneficial owner of the vessel for purposes of arrest. Moreover, no maritime lien is pleaded or established in the present suit.

Further on the issue, Dr. Thomas while discussing Maritime Liens in his British Shipping Laws stated that maritime liens represent a small cluster of claims which arise either out of services rendered to a maritime res or from damage done to a res and listed five several heads of maritime liens as under:

(a) Damage done by a ship

(b) Salvage

(c) Seamen's wages

(d) Master's wages and disbursements

(e) Bottomry and Respondentia.

Therefore, to permit arrest in the circumstances of the present case would unjustly burden an innocent owner for the alleged damage, which is foreign to admiralty jurisprudence.

5.4 On going through the plaint of the present suit it further appears that the entire allegation based on which the plaintiff claimed to have his cause of action has been made against defendant no. 4 who is the registered owner of the vessel. It is the statement of the plaintiff that defendant no. 4 having no freight contract with any cargo interest, no privity of contract with the plaintiff had no entitlement to assert a lien or retention for unpaid freight and therefore, by exercising that right defendant no. 4 acted without any lawful basis. However, on going through the record it transpires that the plaintiff has not been able to submit any document to show that defendant no. 4 had any involvement with the contract of carriage or that the plaintiff had any claim against either defendant no. 3 or against defendant no. 4, rather the disputes arose between the plaintiff and defendant no. 3 regarding hire and off-hire and the plaintiff treated certain period as off-hire due to operational deficiencies, while the defendant no. 3 the disponent owner disputed those deductions and asserted a larger balance. Moreover, the defendant no.3's position is that the lien was exercised at their behest. Therefore, a mere instruction of a party to his lawyer without any supporting document cannot be ground to take any position against a person (here the registered owner) having no privity of contract with the plaintiff. This court also pose a question to the learned advocate for the plaintiff as to whether for exercising

a right of lien by the defendant no. 3 against the plaintiff can be a ground for maintaining a claim against the registered owner or arresting a vessel? However, without answering the question directly, the learned advocate submitted that the responsibility for proper delivery of the cargo rested contractually upon the plaintiff and any liability incurred by the plaintiff to sub-charters and/or cargo interests in respect of loss and/or non-delivery arises as a contractual pass-through under the charter party chain.

This court has already observed that the plaintiff, being neither the owner, consignee, nor endorsee of the cargo and having failed to establish any assignment or subrogation of cargo interests, lacks the requisite *locus standi* to maintain an *in rem* claim for alleged non-delivery of the steel billets. The plaintiff's own pleadings and documents disclose that the voyage was completed and the cargo was fully discharged at Samsun, and that the subsequent retention of cargo arose from exercising the right of lien by Defendant No. 3 in respect of hire disputes under the charter party. In such circumstances, no maritime claim cognizable under section 3 of the Admiralty Court Act, 2000, and no maritime lien recognized by law, is shown to exist against the defendant vessel or her registered owner. This court also observed that defendant no. 3 was not the owner or demise charterer of the vessel at the material time and admittedly there was no privity of contract between the plaintiff and defendant no.4 and no convincing documents has been placed before this court based on which defendant no. 4 can be implicated for any wrongful act, which in turn, renders the statutory pre-conditions for exercise of *in rem* jurisdiction under

section 4 of the Act unfulfilled. The arrest, therefore, was obtained in the absence of a legally sustainable claim and without proper standing, and was brought with so little legal colour and foundation as to fall within the mischief contemplated by the Evangelismos principle as enunciated in The Evangelismos **[***Xenos v Aldersley*- (1858) 12 Moo PC 352; 14 ER 945 (PC)**]**. So far as the present suit is concerned, having regard to the nature of the dispute involved, this Court holds that the admiralty process cannot be employed to resolve the dispute or to secure an indirect cargo claim by an intermediary lacking title to the goods.

5.5 Furthermore, the Court notes that the steel billets were never in Bangladesh. The entire carriage and alleged non-delivery occurred abroad (Malaysia to Turkey). Under prior law, if goods were not "carried into any port of Bangladesh," an admiralty claim for those goods was not maintainable. The Admiralty Court Act, 2000 has modernized jurisdiction, but it still requires a substantial connection either through the presence of the res (the ship) or the cause of action. Here, jurisdiction was invoked by the presence of the vessel in Chattogram, but the underlying cause of action is non-delivery of cargo which has no Bangladesh nexus. The underlying cause of action remains wholly foreign, involving foreign parties, foreign ports, and foreign law. In *National Steel Industries Ltd. v. M.V. RITZ, reported in 19 BLD (HCD) 240*, it was held that where the goods in question were never brought to a Bangladeshi port, a claim for their loss or damage could not be entertained under Section 6 of the Admiralty Court Act, 1861. Similarly, in the present case the steel billets were not carried into any port of

Bangladesh. Therefore, the defendant's argument that the Admiralty Court's jurisdiction does not extend to adjudicating a foreign cargo dispute with no territorial connection and that the arrest secured in Bangladesh is unwarranted, deserves due consideration.

5.6 Finally, the charterparty contains a broad arbitration clause providing for arbitration in London under English law. Defendant No. 3 has already invoked the arbitration agreement by issuing a notice of arbitration. The existence of this clause reinforces that Bangladesh is not the appropriate forum for adjudicating the merits of the charter dispute. While an Admiralty Court may, in appropriate cases, order arrest in aid of arbitration, such relief presupposes a prima facie maintainable maritime claim and full disclosure. In the present case, the plaintiff did not disclose the arbitration clause when seeking *exparte* arrest, and in any event, the foundational requirements for *in rem* relief are not satisfied.

6. Upon meticulous consideration of the pleadings, documents, and submissions, this Court finds that the plaintiff has failed to establish a maintainable maritime claim against the vessel or her registered owner. The plaintiff also lacks *locus standi* to pursue an *in rem* claim for the alleged cargo loss. Further, the statutory conditions for arrest under the Admiralty Court Act, 2000 are not fulfilled. The defendant no. 3 being the disponent owner of the vessel is entitled to apply for vacating the order of arrest. Therefore, I am of the view that the arrest order was wrongfully issued.

6.1 Accordingly, the application of Defendant No. 3 is allowed. It is hereby ordered that the warrant of arrest on the vessel **M.V. TELERIG**

issued on 23.12.2025 in Admiralty Suit No. 61 of 2025 be vacated forthwith, and the vessel be released from arrest without requiring any security. The Marshal of this Court and the Chattogram Port Authorities are directed to take immediate steps to give effect to this order and facilitate the vessel's release.

Communicate the order at once.

(Sikder Mahmudur Razi, J:)