

R. Piyaarelall Import and Export Ltd. Vs. Agrozan Commodities Dmcc and ors.

R. Piyaarelall Import and Export Ltd. Vs. Agrozan Commodities Dmcc and ors.

SooperKanoon Citation : sooperkanoon.com/1060252

Court : Kolkata

Decided On : Apr-25-2013

Judge : I. P. Mukerji

Appellant : R. Piyaarelall Import and Export Ltd.

Respondent : Agrozan Commodities Dmcc and ors.

Judgement :

ORDER

SHEET GA NO.503 OF 201.WITH CS NO.34 OF 201.IN THE HIGH COURT AT CALCUTTA Ordinary Original Civil Jurisdiction ORIGINAL SIDE R.

PIYARELALL IMPORT & EXPORT LTD.Versus AGROZAN COMMODITIES DMCC & ORS. BEFORE: The Hon'ble JUSTICE I.P.MUKERJ.Date :

25. h April, 2013.

Mr.S.K.Das, Ms.N.Addhyaappear.

Mr.R.K.ChowdhuryappeaRs.The Court : Mr.S.K.Das represents the sixth defendant, the container owner.

There are eight containeRs.These are stuffed with the goods of the plaintiff importer.

The claim of the container owner on account of container detention charges is about Rs.2.70 crores.

The container owner says that they have a lien over the cargo until and unless their dues are paid.

The exact amount will be determined, on trial of the suit.

But it does appear from the submission of Mr.Chowdhury for the plaintiff that the exporter had attempted to pay about US\$ 60,000 to the container owner for these charges.

Mr.Chowdhury submits that this liability is of the exporter.

These submissions of Mr.Chowdhury are denied by Mr.Das.

It does not matter whose liability it is but the claim of the container owner has to be paid or secured if anyone wants the goods, because he, prima facie, is entitled to exercise a lien over the goods, for this claim.

Hence, US\$ 60,000 can be taken to be more or less the minimum amount due to the container owner.

I direct the plaintiff to pay Rs.25 lacs to the sixth defendant in cash by 6th May, 2013 and furnish a bank guarantee in favour of the said defendant for a sum of Rs.1 crore within 6th May, 2013.

Upon making the above payment and furnishing of the above security, the sixth defendant will issue the necessary delivery order.

The cash payment made and the security furnished are subject to the decree to be passed in the suit.

In default, Mr.R.K.Chowdhury is appointed Receiver with a direction to de-stuff the goods, to take possession thereof and to keep them in his custody until further orders of this Court.

The destuffed goods will be kept in a warehouse, charges whereof will be paid by the sixth defendant.

After destuffing the containers are to be returned to the container owner by 31st May, 2013.

This application is disposed of with liberty to the parties to apply for taking further action in terms of this order.

All parties concerned are to act on a signed photocopy of this order on the usual undertakings.

(I.

Pkd.

Asstt.

Registrar [C.R.].P.MUKERJI, J.)

SooperKanoon - India's Premier Online Legal Search - sooperkanoon.com