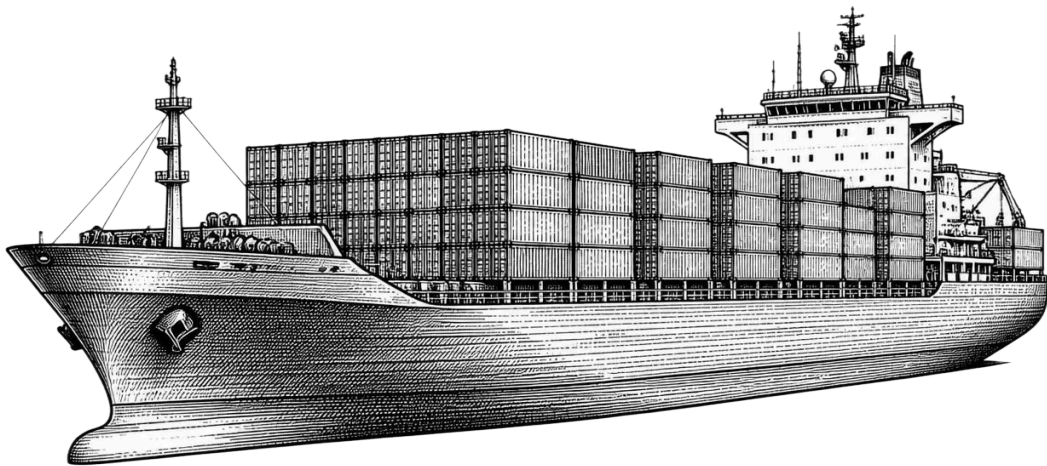


Ship Arrest in India – A Foreign Claimant's Practical Guide

A comprehensive walk-through of maritime claim arrest procedure in India under the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 – the statutory framework, the forum choice, the arrest workflow, the security options, and the cross-border enforcement considerations for foreign maritime claimants.



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Part I — Why ship arrest in India matters, the statutory framework, forum choice and Section 4 maritime claims

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Quick Overview

Ship arrest in India for a foreign maritime claimant runs through the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017, and the coastal High Courts vested with admiralty jurisdiction. A foreign claimant asserting a maritime claim within the enumerated Section 4 categories may apply to a coastal High Court where the vessel is within Indian waters. On the Court finding a *prima facie* maritime claim, arrest of the vessel is granted through a court warrant, executed by the Sheriff at the port. The vessel is released upon security, typically a Letter of Undertaking (LOU) from a P&I Club, cash security into court, or a bank guarantee, the form and quantum being a matter for the Court and the parties.

PART I

Why ship arrest in India matters for foreign maritime claimants?

India's coastline of over 7,500 kilometres and the Indian ports handling substantial international cargo throughput mean that vessels engaged in international trade regularly enter Indian waters. Where a foreign creditor such as a bunker supplier, cargo owner, salvor, wage claimant or ship financier has an unsatisfied maritime claim against the owner of a vessel entering an Indian port, the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 provides a statutory mechanism to seek the arrest of the vessel in India, subject to the requirements of the Act.

The Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 (the "Admiralty Act") consolidated India's admiralty law framework and vested admiralty jurisdiction in specified coastal High Courts. For foreign counsel advising foreign clients on Indian ship arrest, the framework provides a codified, statutory route with the mechanics of arrest, security, and priority determined by the Act rather than by inherited colonial-era statutory instruments.

Ship arrest in India can provide a rapid remedy, and an order of arrest may be obtained at short notice where the claim is well-documented and the Court is satisfied that a prima facie case exists. For foreign claimants managing a limited window, where a vessel may call at a port, discharge cargo and depart within days, the speed with which relief can be obtained is often an important consideration.



What is the statutory framework for ship arrest in India?

Bottom line: The Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 governs ship arrest in India. Sections 4 and 5 of the Act define the maritime claims for which arrest may be sought and the jurisdictional basis for arrest. The Act vests admiralty jurisdiction in specified coastal High Courts, and provides a codified statutory framework replacing the earlier colonial-era admiralty regime.

The Admiralty Act 2017 — key provisions

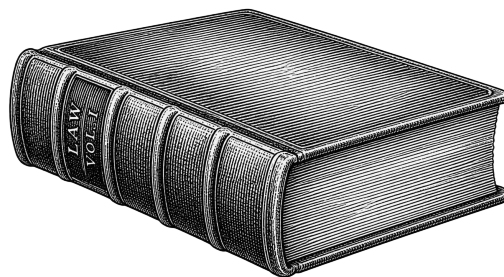
- **Section 3** vests admiralty jurisdiction in the High Courts of coastal states i.e., Bombay, Calcutta, Madras, Karnataka, Gujarat, Kerala, Andhra Pradesh, Odisha, and (*from time to time by notification*) other coastal High Courts. Each such Court exercises admiralty jurisdiction over the territorial waters of their respective jurisdictions.
- **Section 4** enumerates the maritime claims that support the exercise of admiralty jurisdiction. These include claims relating to ownership of a ship; disputes between co-owners; claims for possession, delivery, or transfer of a ship; mortgages or charges on a ship; loss of life or personal injury arising from a ship; loss of or damage to goods; agreements for the carriage of goods or passengers; agreements relating to the use or hire of a ship (charterparties); salvage; towage; pilotage; bunker fuel supply; wages; and general average, among others.
- **Section 5** provides the substantive basis for arrest of a vessel in rem and also sister ship arrest. A vessel may be arrested for the purpose of providing security for a maritime claim, where the Court has jurisdiction and the claim falls within a Section 4 category.
- **Section 8-10** governs priority of claims against a vessel i.e., statutory maritime liens, mortgages, and other secured claims are ranked in a defined order for the purpose of distribution of sale proceeds where a vessel is judicially sold.

What replaced the earlier framework?

Before the 2017 Act, Indian admiralty law was governed by a fragmented framework i.e., the Admiralty Court Act 1840, the Admiralty Court Act 1861 (*an English statute of Victorian origin*), the Colonial Courts of Admiralty Act 1890, the Colonial Courts of Admiralty (India) Act 1891, relevant Provisions of Letters Patent and judicial developments from Indian High Courts over successive decades.

The 2017 Act consolidated the Indian legal framework governing admiralty jurisdiction, maritime claims, proceedings in connection with vessels, and the arrest, detention and sale of vessels into a single statute, while aligning it with the 1999 International Convention on Arrest of Ships, although India is not a signatory to the Convention.

For foreign claimants, the practical significance of the 2017 consolidation is that the Indian arrest framework is now navigable through a single statutory reference rather than through overlapping colonial-era instruments.



Which Indian court has jurisdiction over a ship arrest application?

Bottom line: Under the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017, a ship arrest application is ordinarily brought before the High Court exercising admiralty jurisdiction over the waters in which the vessel is located. For a vessel calling at Mumbai or elsewhere in Maharashtra, the Bombay High Court's admiralty jurisdiction applies. For a vessel calling at Kandla, Mundra, Hazira, or Pipavav, the Gujarat High Court applies. Similar coastal-state-High-Court allocations apply for Calcutta HC (West Bengal), Madras HC (Tamil Nadu), Kerala HC, Karnataka HC (New Mangalore), Andhra Pradesh HC, and Odisha HC.

The forum-choice question in practice

For a foreign claimant whose vessel target is expected to call at multiple Indian ports, the forum choice may require careful consideration of where the vessel is physically located, the urgency of the proposed arrest, the nature of the maritime claim, and the procedural requirements and established practice of the relevant High Court.

- **Bombay High Court** — pan-India admiralty reputation; deepest concentration of admiralty jurisprudence; extensive maritime bar; historically the dominant Indian admiralty court. Reported to handle the largest share of Indian ship arrests. Preferred for high-value contested matters and complex ownership disputes.
- **Gujarat High Court** — increasingly active admiralty docket; proximity to major ports (Kandla, Mundra, Hazira, Pipavav); processed some emergency arrests including Saturday hearings where the vessel's departure risk was imminent. Shorter waiting times for routine bunker and cargo claims. Preferred where the vessel calls at a Gujarat port and time is critical.
- **Calcutta High Court** — significant admiralty history and continuing practice; preferred for vessels calling at Kolkata, Haldia, and adjacent ports.
- **Madras High Court** — coastal admiralty jurisdiction; preferred for vessels calling at Chennai, Ennore, Tuticorin, and other Tamil Nadu ports.
- **Kerala High Court** — coastal admiralty jurisdiction; preferred for vessels calling at Cochin (Kochi) and Vizhinjam.

The claimant must first establish that the vessel is within the relevant High Court's admiralty jurisdiction when the arrest application is made. Though the above-mentioned practice is based on our observations and experience, it is advisable to get a local admiralty counsel to confirm each court's current practice and registry requirements.



K S&Co view — Forum choice for foreign claimants

For a foreign claimant, forum selection should be guided primarily by the vessel's location, the urgency and nature of the claim, and the admiralty jurisdiction and procedural requirements of the relevant High Court. Where a vessel is expected to call at multiple Indian ports, the claimant should consider the vessel's likely movements and the practical requirements for obtaining and executing an arrest order. In urgent cases, the availability of the appropriate Bench and the Court's ability to hear the application promptly may also be important considerations. Early advice from Indian admiralty counsel can help identify the appropriate forum based on the particular facts of the claim.

Action point for foreign counsel

Where multiple Indian ports are potential calls for the target vessel, foreign counsel should engage with Indian admiralty counsel early to identify the appropriate forum for the specific claim type and vessel movement pattern. The forum choice materially affects speed, cost, and enforcement position.

What maritime claims support arrest under Section 4 of the Admiralty Act, 2017?

Bottom line: Section 4 enumerates a broad set of maritime claim categories that support arrest, ranging from ownership and possession disputes to cargo damage, bunker supply, wages, salvage, and enforcement of maritime liens. Most commercial maritime claims that a foreign counsel would encounter fall within one or more Section 4 categories. However, inclusion within Section 4 does not by itself make a claim arrestable. The conditions for arrest are set out separately in Section 5, which specifies the circumstances in which a vessel may be arrested to secure a maritime claim.

The Section 4 categories most relevant to foreign claimants

- Ownership and possession claims** — disputes over ownership of a vessel and claims concerning possession, delivery or title of the vessel.
- Mortgage and charge claims** — claims arising out of a mortgage or a charge of a similar nature over the vessel.
- Cargo damage or loss** — claims arising from loss of or damage to goods carried by sea.
- Carriage agreements** — claims arising from agreements for the carriage of goods or passengers, including bill-of-lading claims.
- Charterparty claims** — claims arising from the agreements relating to the use or hire of a vessel, including time, voyage and demise/bareboat charter arrangements.
- Salvage** — claims by salvors.
- Towage** — claims arising from towage or pilotage services.
- Bunker fuel supply** — claims by bunker suppliers for the price of bunker fuel supplied to the vessel.
- Wages and crew claims** — claims by masters, officers, or crew for unpaid wages.
- Pilotage** — claims by port pilots.
- General or Particular average** — claims arising from general or particular average contributions.
- Disbursements** — claims relating to disbursements incurred on behalf of the vessel or its owner, demise charterer or other relevant party.
- Personal injury or loss of life** — claims arising from personal injury or loss of life on board or in connection with a ship.
- Insurance premiums** — claims for insurance premiums, including mutual insurance calls, payable in respect of the vessel by or on behalf of the owner or demise charterer. This is narrower than a general category of "marine insurance claims."
- Commission, brokerage and agency fees** — claims for commission, brokerage or agency fees payable in respect of the vessel by or on behalf of the owner or demise charterer.
- Environmental damage** — claims arising from damage or threatened damage caused by a vessel to the environment, coastline or related interests, including specified preventive, remedial and restoration costs.
- Wreck removal and preservation** — claims for costs associated with raising, removing, recovering, destroying or rendering harmless a vessel that is sunk, wrecked, stranded or abandoned, together with specified preservation and crew-maintenance costs.
- Maritime liens** — claims falling within the statutory concept of a maritime lien. The Act separately addresses the inter se priority of maritime liens under Section 9.

The breadth of Section 4 is therefore considerably wider than the traditional commercial categories of cargo, charterparty, bunker, wage and mortgage claims.

K S&Co view — Which claim categories drive foreign-claimant arrest applications

In practice, foreign claimants considering vessel arrest should focus not only on whether the underlying dispute falls within Section 4, but also on whether the facts satisfy the vessel-specific requirements in Section 5. Commercial claims commonly encountered in the arrest context can include bunker and other supply claims, cargo and carriage disputes, charterparty claims, mortgage enforcement and claims secured by maritime liens. The distinction is particularly important for foreign creditors: a maritime claim against an owner, charterer or other counterparty does not automatically make every vessel connected with that party arrestable. Before seeking urgent relief, counsel should therefore map the contractual relationship, the identity of the liable party when the claim arose, the vessel's ownership at the time of arrest, and any applicable maritime lien or mortgage basis.

Action point for foreign counsel

Where the claim category is uncertain or the facts sit at the boundary between two Section 4 categories, seek Indian admiralty counsel input on the strongest statutory basis before filing. Counsel should assess both the applicable Section 4 maritime-claim category and the separate requirements of Section 5, including the identity and status of the party liable for the claim, the vessel's ownership or demise-charterer status, and any applicable mortgage, charge or maritime lien. This analysis is particularly important where an urgent arrest is sought, because establishing the maritime claim is only the first step in demonstrating that the particular vessel is liable to arrest.

FAQ — Which High Court should a foreign claimant approach for a ship arrest in India?

The High Court that has admiralty jurisdiction over the place where the vessel is located at the time of arrest, including the territorial waters off that coast. For Mumbai (Maharashtra), it is the Bombay High Court; for Kandla, Mundra, Hazira and Pipavav (Gujarat), the Gujarat High Court; and similarly the Calcutta, Madras, Kerala, Karnataka, Orissa, Andhra Pradesh and Telangana High Courts for ports within their respective jurisdictions. A vessel can be arrested only once it is within the Court's jurisdiction. Where it is expected to call at several Indian ports, the claimant should keep the filing ready and track its movements so that arrest can be sought promptly at the first suitable port. Indian admiralty counsel should advise on forum and timing.

FAQ — What maritime claims support arrest under the Admiralty Act, 2017?

Section 4(1) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 sets out the statutory categories of maritime claims that can exercise admiralty jurisdiction. These include claims relating to ownership and possession of vessels, mortgages, cargo and carriage, charterparty and hire, collision and other vessel-related damage, salvage, towage and pilotage, bunkers and supplies, shipbuilding and repairs, port dues, crew wages, insurance, brokerage, agency fees, general and particular average, environmental damage, wreck removal and maritime liens. The list is broad but statutory, and the claim must fall within one of the specified categories.

For a ship arrest, the claimant must additionally satisfy **Section 5**. The relevant vessel must be within the Court's jurisdiction and the statutory nexus between the maritime claim, the liable person and the vessel must be established. Recent Bombay High Court orders demonstrate that, at the arrest stage, the Court generally examines whether a **prima facie maritime claim exists and whether the vessel is within jurisdiction**.

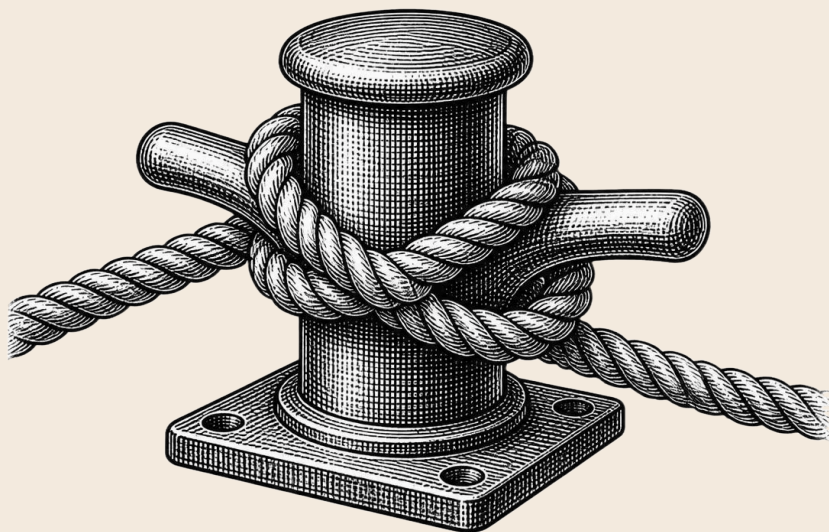
FAQ — Is India a signatory to the 1999 International Convention on Arrest of Ships?

India is not a signatory to the 1999 International Convention on Arrest of Ships. The Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 is India's domestic framework governing ship arrest and is broadly aligned with the international framework in substance, though there are specific differences in enumerated maritime claims and procedural mechanics.

PART II

What is the arrest procedure — from filing to sheriff to vessel?

Bottom line: The foreign claimant files an admiralty suit and an application for arrest before the appropriate coastal High Court. On the Court finding a *prima facie* maritime claim, a warrant of arrest is issued. The Sheriff (or in some Courts, the Court's designated officer) executes the warrant at the port where the vessel is berthed. The vessel is then physically detained pending security or further order of the Court.



The workflow in practice

Step 1 — Pre-filing preparation. The claimant should assemble the contractual and documentary basis for the maritime claim — bills of lading, charterparty, invoices, contracts, correspondence, and evidence of default or non-payment. The claimant should also establish the statutory basis for arrest under Sections 4 and 5 of the 2017 Act and identify the vessel's ownership and relevant contractual relationships. Where the underlying dispute is subject to arbitration or foreign court jurisdiction, the admiralty arrest application in India is nevertheless available as a security remedy.

Step 2 — Filing the admiralty suit. At Bombay, an admiralty action in rem is commenced by a plaint. The Bombay Admiralty Rules require the plaint to be signed and verified in accordance with the CPC and the applicable Rules. An application for arrest is made in the suit and must be supported by an affidavit stating, among other matters, the nature of the claim, that it remains unsatisfied, the nationality of the vessel, the port at which arrest is sought and whether a valid caveat against arrest exists. The claimant must also provide an unconditional and irrevocable undertaking in damages in the form required by the Rules.

Step 3 — The urgent hearing. Where the vessel is at risk of sailing, the application should be presented to the Court as an urgent matter. The Court considers the statutory basis for arrest and the evidence placed before it and may grant an order of arrest without prior notice where the circumstances justify such relief. The fact that the Rules expressly contemplate a caveat against arrest does not prevent a claimant from applying for arrest; however, where a valid caveat exists, the procedural consequences under the Bombay Rules need to be considered.

There should not be a fixed expectation that every application will be heard within a particular number of hours. Timing depends on the urgency, filing readiness, Registry requirements, the Court's roster and the circumstances of the vessel. Out-of-hours or weekend arrangements should therefore be confirmed with local admiralty counsel and the Registry rather than assumed.

The workflow in practice (continued)

Step 4 — Execution by Sheriff. Once the arrest order is made, the warrant is ordinarily issued and executed by the Sheriff of Mumbai, Deputy Sheriff or another authorised officer. The Bombay Rules expressly provide that a warrant of arrest may be executed only by the Sheriff unless the Court orders otherwise. In appropriate circumstances, the Court may dispense with the warrant and provide that the vessel is arrested upon service of the arrest order itself.

The operational stage requires immediate coordination between the claimant's lawyers, the Sheriff's office, the vessel's master/agent and the relevant port authorities. Service is ordinarily effected on the vessel by serving the original warrant or order on the master, or in another manner directed by the Judge.

Step 5 — Notice to the vessel owner and interested parties. The vessel owner is notified of the arrest, typically through the vessel's local agent. The owner then has an opportunity to appear before the Court to challenge the arrest, provide security for release, or negotiate with the arresting claimant.

K S&Co view — The Sheriff coordination is the operationally critical step

In practice, obtaining an arrest order is only the first step. The effectiveness of a ship arrest often depends on how quickly and efficiently the order is coordinated with the Sheriff, port authorities, vessel agents and other relevant stakeholders. Counsel should ensure that the warrant is promptly communicated and physically executed, that the vessel's location and movements are verified, and that the port and vessel agent are informed of the arrest and its operational consequences. Early coordination is particularly important where the vessel is expected to sail shortly. For a foreign claimant, close post-order monitoring and clear communication with the Sheriff's office can therefore be as important as obtaining the arrest order itself.

Action point for foreign counsel

Have the claim documents, affidavit and undertaking in damages ready before the vessel is at risk, instruct local admiralty counsel to seek an urgent arrest order, and coordinate the warrant with the Sheriff, port and vessel agent immediately after it is issued, monitoring until the arrest is physically executed.

FAQ — How quickly can a foreign claimant obtain a ship arrest order in India?

There is no prescribed statutory waiting period for obtaining a ship-arrest order in India. Where the vessel is within the Court's admiralty jurisdiction and the claimant can demonstrate a prima facie maritime claim under Sections 4 and 5 of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017, the Bombay High Court has, in appropriate cases, granted arrest orders on an urgent basis, including on the day the matter is placed before the Court. Recent orders also demonstrate that the Court may dispense with the formal warrant and permit the claimant to communicate the authenticated order directly to the Sheriff, Master, Port and Customs authorities by email or hand delivery. The practical determinant is therefore preparation: foreign claimants should have the contractual documents, invoices, statement of account, vessel particulars, ownership evidence and supporting affidavit ready before the vessel arrives. Where sailing is imminent, evidence of the risk of departure and the resulting prejudice should be specifically placed before the Court.

What security options are available to release an arrested vessel?

Bottom line: The three main security instruments accepted by Indian admiralty courts are (i) a Letter of Undertaking (LOU) from a Protection and Indemnity (P&I) Club, (ii) cash security paid into Court, and (iii) a bank guarantee. The choice of security instrument, the quantum, and the acceptability terms are matters for the Court and the parties. In practice, the LOU from a recognised P&I Club is the most common instrument for release of a vessel arrested for a commercial claim.

The security instruments in detail

Letter of Undertaking (LOU) from a P&I Club — the standard instrument for release of a vessel arrested for a commercial claim. The vessel's P&I Club (Protection and Indemnity Club — the mutual insurance association covering the vessel for third-party liability) provides a written undertaking to pay the claim (up to a specified quantum) if the claimant succeeds in the underlying dispute. Recognised P&I Clubs (members of the International Group of P&I Clubs) are typically accepted by Indian courts.

Cash security into Court — the vessel owner deposits the specified quantum with the Court, typically in a designated interest-bearing account. Cash security is straightforward but ties up capital.

Bank guarantee — a bank guarantee from a bank acceptable to the Court, in the specified quantum and on terms acceptable to the claimant and the Court. In practice, bank guarantees are less common than P&I Club LOUs because P&I Club LOUs are the industry-standard instrument.

Undertakings from parties

Gujarat HC Division Bench on Vessel Arrest — Undertakings Cannot Substitute Arrest Under the Admiralty Act 2017

In *Segal Ships v. M.V. Tulsi Sagar 1*, O.J. Appeal No. 8/2025, a Division Bench of the Gujarat High Court considered whether undertakings not to sail by vessel owners could be accepted in lieu of arrest under the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017. The dispute concerned five vessels and a maritime claim of approximately INR 132 crores. Setting aside the Single Judge's order accepting the undertakings, the Division Bench restored the arrest warrants and directed that the vessels be re-arrested. Once the Court is satisfied that a maritime claim has arisen and the vessel is available, the only option available to the Court is to order arrest. Acceptance of assurance/undertaking is not recognized under the Admiralty Act. P&I club undertakings, verbal promises, or written assurances not to sail are **no substitute** for ship arrest. The judgment restores the primacy of action *in rem* and rejects the Single Judges deviation.

The decision reinforces the principle that admiralty security is founded on the arrest of the vessel (the *res*), rather than personal undertakings by the owner. An undertaking to remain within the jurisdiction does not provide the claimant with the same security or enforcement position as an actual arrest. The ruling is therefore significant for maritime claimants, particularly foreign claimants, in ensuring that a prima facie maritime claim is secured through arrest of the vessel as contemplated under the 2017 Act.

The quantum of security

In fixing security for the release of an arrested vessel, the Bombay High Court, in the exercise of its admiralty jurisdiction, ordinarily begins from the amount claimed, together with a reasonable allowance for interest and costs. This figure, however, is treated as a starting point rather than an entitlement. The Court is not required to conduct a trial of the merits at this stage, but it does test whether the quantum is arguable and coherent on the material placed before it. The Court is also mindful that security should not, as a general rule, exceed the value of the vessel, a principle drawn from the international arrest conventions and reflected in the approach under the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017. The result is a pragmatic exercise in balancing the claimant's right to adequate security against the defendant's interest in the release of the vessel without being burdened by an exaggerated claim, and orders for reduced security are often made without prejudice to the rights and contentions of both parties.

Where a particular component of the claim is prima facie unsustainable, the Court may exclude that component and reduce the security accordingly, as demonstrated in *M.V. Lima V v. Coastal Marine Construction & Engineering Ltd.* The Court may also have regard to the value of the arrested vessel; *M.V. Nordlake v. Union of India* holds that where the vessel's value is lower than the claimant's best arguable case, security should not exceed the independently assessed value of the vessel.

K S&Co view — Security choice guidance for foreign claimants

For a foreign claimant, the choice of security should be driven less by the label "LOU" and more by the certainty of enforcement. Cash or bank security provides the greatest immediacy and avoids dependence on the solvency, jurisdiction or cooperation of an overseas security provider. A first-class P&I Club LOU can nevertheless provide commercially effective security where its terms are clear, unconditional and enforceable in the relevant proceedings. Before accepting an LOU, a claimant should therefore scrutinize the Club, governing law, jurisdiction, payment mechanism, quantum and any conditions attached to enforcement. The objective should be security that is practically as effective as the arrest it replaces.

Action point for foreign counsel

Where the vessel owner's P&I Club is a recognised International Group member, LOU is the standard release mechanism. Where the P&I Club identity or standing is uncertain, press for cash security or a bank guarantee from a recognised Indian bank.

FAQ — What security must be provided to release a ship arrested in India?

The three standard security instruments accepted by Indian admiralty courts are (i) a Letter of Undertaking (LOU) from a Protection and Indemnity (P&I) Club, (ii) cash security into Court, and (iii) a bank guarantee. LOUs from International Group P&I Clubs are the most common instrument in commercial claim releases. Mere undertakings by the vessel owner or master not to sail do not constitute security — the Gujarat High Court has confirmed that arrest is mandatory where a *prima facie* maritime claim exists under the Admiralty Act, 2017.

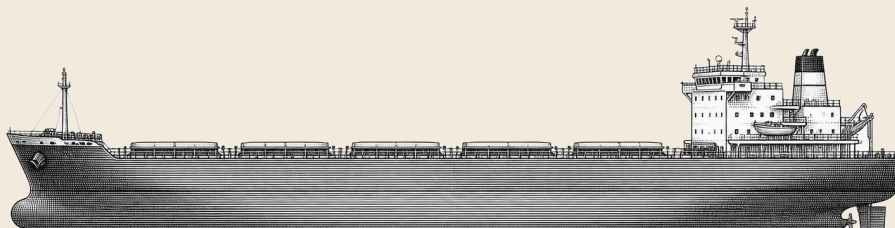
PART III

When can a sister-ship be arrested under Indian admiralty law?

Bottom line: Under Section 5(2) of the Admiralty Act, 2017, the High Court may also order arrest of any other vessel for the purpose of providing security against a maritime claim, in lieu of the vessel against which a maritime claim has been made under this Act. Sister-ship arrest requires ownership tracing and is a factually demanding application, but is a valuable enforcement route where the offending vessel is out of reach.

The sister-ship arrest framework

- The maritime claim must be one against the owner (or demise charterer) of the offending vessel
- The sister-ship must be in the same beneficial ownership as the offending vessel at the time of the arrest application
- Common beneficial ownership must be established by evidence — corporate documents, share ownership records, or other admissible evidence



Angsley Investments v Jupiter Denizcilik

In *Angsley Investments Limited v Jupiter Denizcilik Tasimacilik Mumessillik San. Ve Ticaret Limited Sirketi*, Appeal No. 902 OF 2006 in Admiralty Suit No.15 of 2001, Order dated 8th March 2023, the Bombay High Court considered the restraint of a purported sister vessel by injunction rather than arrest. Jupiter, a Turkish bunker supplier, obtained an arrest order against MV Lima II at Kandla for unpaid bunkers, but the vessel escaped the port. Jupiter then sought and obtained an ad-interim injunction, later confirmed, restraining MV Lima I from leaving Calcutta, on the footing that she was a sister vessel. MV Lima I was never impleaded in the suit, and the owner, Lima Denizcilik, did not appear. Angsley furnished security for her release and was joined as a defendant, contending that Lima Denizcilik no longer owned MV Lima I when the suit was filed. The Single Judge decreed the suit for Jupiter, and Angsley appealed.

The Appeal Court allowed the appeal and ordered return of the security. It held that an *in-personam* action cannot be maintained against a foreign owner who has neither appeared, furnished security nor submitted to jurisdiction, and that the action in rem against MV Lima II had not converted into one in personam. As to MV Lima I, the Court held that a party cannot be joined only to an interlocutory application, and that under the Admiralty Act 2017 a sister vessel must be made a party to the suit. It further held that injunctions and attachments are in personam remedies unavailable against a vessel, that the Court assumes jurisdiction over a vessel by arrest rather than injunction, and that a hybrid in rem and in personam action is impermissible. Whether the two vessels were in fact sister vessels was therefore immaterial.

K S&Co view — Sister-ship arrest strategy for foreign claimants

Sister-ship arrest is not available for every maritime claim. Section 5(2) expressly excludes a claim falling under **Section 4(1)(a)** that deals with claims relating to ownership/dispute as to ownership of a vessel.

In practice, claimants should gather corporate registry extracts, vessel registration records, classification records, ownership databases, financing or mortgage records, and documents showing common ownership or control. The evidence should be sufficiently clear to establish the statutory ownership requirement rather than merely demonstrating a commercial relationship or common management.

Action point for foreign counsel

For foreign claimants, early preservation of ownership records is therefore important, particularly where vessels or ownership structures may change before arrest proceedings are commenced. Where the target vessel is the primary offender, direct arrest is always the preferred route. Sister-ship arrest becomes relevant where the offending vessel is no longer available (sold, scrapped, or beyond reach); the evidentiary burden means it should be commenced only where ownership evidence is realistically available.

FAQ — Can a foreign maritime claimant arrest a sister-ship in India?

Yes, subject to establishing common beneficial ownership between the sister-ship and the offending vessel. Sister-ship arrest under Section 5(2) of the Admiralty Act, 2017 requires evidence that both vessels are in the same beneficial ownership at the time of the arrest application. Because international shipping typically uses single-purpose vessel-owning companies, evidencing common beneficial ownership requires corporate documentation, share ownership records, or other admissible evidence. Sister-ship arrest is a valuable enforcement route where the offending vessel is out of reach, but is factually demanding.

What cross-border enforcement considerations apply to Indian ship arrest for foreign claimants?

Bottom line: Indian ship arrest is available as a *security* remedy — securing the claim so that the eventual judgment or arbitration award has an asset to enforce against. The final resolution of the underlying dispute may then proceed through Indian courts (if the arbitration or dispute clause supports Indian jurisdiction) or through the foreign forum specified in the contract (if the arrest security is preserved pending the foreign forum's decision).

Arrest as security vs. arrest for enforcement

For foreign claimants whose underlying contract or dispute is subject to arbitration in London, Singapore, or another foreign seat, the Indian arrest operates as a security mechanism. The vessel is arrested; security is provided (LOU, cash, bank guarantee); the vessel is released; and the underlying dispute proceeds to the foreign arbitral tribunal. On the tribunal's award, the security stands as available for enforcement of the award.

For foreign claimants whose underlying dispute is subject to Indian court jurisdiction — for example, where the contract has an Indian jurisdiction clause — the arrest secures the vessel or its substitute security pending the Indian court's decision on the merits.

Enforcement of foreign arbitral awards against arrest security

A domestic arbitral award is enforceable as a decree under **Section 36 of the Arbitration and Conciliation Act, 1996**. Following the 2015 amendments, a challenge under Section 34 does not automatically stay enforcement; a separate stay order is required, ordinarily subject to conditions imposed by the court.

A foreign award is governed by **Part II** of the 1996 Act, but this applies only where the award has been made in a territory notified by the Central Government as a reciprocating territory under **Section 44(b)**. Mere membership of the New York Convention is not sufficient, and overlooking this requirement can result in significant enforcement costs and delays. Enforcement proceedings are filed before the High Court under the Explanation to **Section 47**, while recognition may be refused only on the limited grounds set out in **Section 48**, corresponding broadly to the grounds under Article V of the New York Convention.

The vessel may be proceeded against at the execution stage. The definition of "**arrest**" under **Section 2(1)(c)** expressly includes seizure of a vessel in execution or satisfaction of a judgment or order. Accordingly, where a vessel calling at an Indian port is the debtor's only readily accessible asset, pursuing enforcement and arrest before the same High Court may provide an efficient enforcement route. Where no alternative security is available, the Court may direct the sale of the vessel under **Section 4(2)**, with title passing to the purchaser free from encumbrances under **Section 8**.

There is, however, an important qualification concerning clean title. The **Beijing Convention on the Judicial Sale of Ships** entered into force on 17 February 2026, but India is not a party to the Convention. While a purchaser at an Indian court-ordered sale obtains clean title under Indian law, recognition of that clean title in another jurisdiction would depend on principles of comity rather than the streamlined recognition mechanism provided by the Convention.

Ship Arrest Where There Is an Arbitration Clause

A vessel may be arrested in India to secure a maritime claim that is subject to arbitration in another jurisdiction. The legal basis for doing so is rooted in the admiralty jurisdiction of the Indian courts.

In *JS Ocean Liner LLC v. M.V. Golden Progress*, the Bombay High Court distinguished between an action in rem against the vessel and an application in personam for interim relief under Section 9 of the Arbitration and Conciliation Act, 1996. Following *Bharat Aluminium Co. v. Kaiser Aluminium* (2012), the Bombay High Court had held in *Rushab Ship International LLC v. M.V. African Eagle* (2014) that Section 9 relief could not be granted in support of a foreign-seated arbitration.

The 2015 amendment changed this by inserting a proviso to Section 2(2), making Section 9 (among other provisions) applicable to international commercial arbitrations seated outside India, subject to contrary agreement. The *in rem* arrest remains independent of that remedy.

Accordingly, arbitration clauses providing for London or Singapore arbitration should be examined carefully, particularly where they contain provisions excluding the application of Part I. In *Siem Offshore Rederi AS v. Altus Uber*, the Bombay High Court subsequently confirmed that the Admiralty Act, 2017 does not displace the principle in *Golden Progress*: an admiralty action in rem may be maintained notwithstanding a pending foreign-seated arbitration, provided the statutory requirements for arrest are satisfied. Section 45 separately governs the reference of the substantive dispute to arbitration.

The practical route is therefore to **arrest the vessel for security, pursue the merits before the agreed arbitral tribunal, and have the vessel or the security/proceeds remain secured under Section 4(4) in the interim.**

When Arrest Is, and Is Not, the Right Move

Arrest is particularly relevant where the owner is a single-ship company, the vessel is unlikely to return to Indian waters, or available P&I cover is withdrawn, inadequate or disputed. In such cases, arrest may be the only practical means of securing the claim. Where it is well founded, the resulting detention will also naturally prompt the owner to provide security or engage on settlement, but arrest should be sought for the purpose of obtaining security.

Conversely, arrest should be approached cautiously where the owner has substantial assets onshore in India, where the quantum of the claim is uncertain or speculative, or where the connection between the claim and the vessel is sufficiently weak to invite a challenge. The risk of wrongful arrest under **Section 11 of the Admiralty Act, 2017** should therefore be factored into the decision. A recurring limitation is that a claim against a **time charterer** cannot ordinarily be secured by arresting a vessel owned by another party: **Section 5(1)** requires the relevant liability to be that of the owner or demise charterer.



K S&Co view — Cross-border enforcement strategy for foreign claimants

For foreign shipping counsel, the strategy should be planned around the vessel's anticipated Indian port call. First, establish that the claim falls within the Admiralty Act and identify the vessel, ownership structure and likely port of call; where the statutory requirements are met, seek arrest promptly and obtain adequate security. The substantive dispute can then proceed before the contractually agreed foreign-seated arbitral tribunal, while the Indian security is preserved pending the outcome.

Once an award is rendered, the claimant can pursue its recognition and enforcement in India under Part II of the Arbitration and Conciliation Act, 1996 and seek recourse against the security. Early coordination between foreign arbitration counsel and Indian admiralty counsel is critical to ensure that the arrest, security terms and subsequent enforcement remain aligned.

Action point for foreign counsel

For maritime claims subject to foreign arbitration, use Indian ship arrest as the security mechanism at the earliest opportunity when the vessel is in Indian waters. The arbitration then proceeds normally in the foreign seat; on award, the Indian security is available for enforcement through Section 48 of the Arbitration and Conciliation Act, 1996.

FAQ — Does Indian ship arrest support foreign arbitration proceedings?

Yes. Indian ship arrest operates as a security mechanism — the vessel is arrested, security is provided (typically a P&I Club LOU or cash security), the vessel is released, and the underlying dispute proceeds through the arbitration in the foreign seat specified in the contract. On the arbitral tribunal's award, the security stands as available for enforcement. The Supreme Court's Section 48 enforcement framework, reinforced by the pro-enforcement orientation of the *Avitel v HSBC PI Holdings* line, applies to foreign arbitral awards enforced against Indian arrest security.