ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI

Admiralty Appeal No.02 of 2026

Date	Order with signature of Judge

Fresh Case
1. For orders on CMA No.95/2026.
2. For orders on office objection at 'A'
3. For orders on CMA No.96/2026.
4. For orders on CMA No.97/2026.
5. For hearing of Main Case.

08.04.2026.

Mr. Ali Tahir Soomro, advocate for the Appellant.

Mr. Aga Zafar Ahmed, advocate files power on behalf of respondent Nos.1 to 3, which is taken on record.

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1. Urgency disposed of.

2-5. This Admiralty Appeal has been preferred under Section 7(1) of the Admiralty Jurisdiction of High Courts Ordinance, 1980, assailing the order dated 02.04.2026, passed in Adm. Suit No.07 of 2026 whereby a learned Single Judge of this Court modified an earlier order dated 19.03.2026, directing the release of the respondent/defendant No.1-M.V. "VIMC BRIGHT", subject to the respondents/defendants furnishing a Bank Guarantee from a scheduled bank in the sum of USD 600,000/-. The Appellant/Plaintiff, being dissatisfied with this reduction from their total claimed amount of USD 2,465,164/-, seeks the reinstatement of the original order dated 19.03.2026.

The controversy started from a Charter Party agreement dated December 16, 2025. The Appellant alleges that the vessel suffered from persistent operational deficiencies and mechanical failures, rendering her unseaworthy and unfit for the intended voyage from South Africa to Pakistan. It is the Appellant's case that these failures resulted in significant financial losses, including off-hire claims, excessive bunker consumption, and the loss of a lucrative "third-leg" fixture for a cement cargo.

Upon a perusal of the record and the breakdown of the claim, this Court finds that while the power to arrest a vessel is a potent tool for securing a maritime claim, it must not be exercised in a manner that becomes punitive or disproportionate. The Appellant’s total claim of USD 2,465,164 includes substantial heads for "loss of goodwill" and "loss of third-leg fixture," which, at the interlocutory stage, appear to be consequential in nature and subject to strict proof during trial. It is a settled principle of Admiralty law that security is intended to cover the "best arguable case" of the appellant, but it cannot be extended to cover speculative or remote damages that have yet to be substantiated. The learned Single Judge, in exercising judicial discretion, correctly balanced the appellant's need for security with the need to prevent the indefinite detention of a commercial vessel for an unliquidated and potentially exaggerated claim. The fixed amount of USD 600,000/- sufficiently secures the primary heads of the claim, such as off-hire and demurrage, without imposing an unconscionable burden on the ship owners.

In view of the foregoing, we find no illegality, infirmity, or perversity in the impugned order dated 02.04.2026. The learned Single Judge has exercised his discretion judiciously by modifying the security to a reasonable and realistic figure, especially considering the respondents/defendants’ readiness to deposit reasonable surety for release of the Vessel and their intent to refer the dispute to the agreed forum of arbitration.

Consequently, this Appeal is dismissed, and the modified order of the learned Single Judge is upheld and the vessel shall be released forthwith in terms of the modified order upon furnishing Bank Guarantee.

JUDGE

JUDGE

Naveed PA.