

M T Lady Sina

Submissions

In the Matter of a Small Claim Arbitration

And Pursuant to the Arbitration Act 1996

Between :

Tune Chemical Tankers

Claimant Owners

-and-

Kvg Global Limited

Respondent / Charterers

The Respondents Submissions

1. The respondents laytime calculations for load port with comments is as follows

M V Lady Sina						
Loading : Kumai, Indonesia						
Calculating : Reversible; Counting working time saved						
Cargo :11000 MTs Palm oils						
Allowance : Mts / Hour / 80 MTs / Hr						
Demurrage Rate : USD / day : 12000						
NOR Tendered : 19.11.2016 @ 1000 Hrs when the ship had not come to stop / anchored. The ship anchored at 1024 Hrs on 19.11.2016 as per ships master mail. See Exhibit A						
	From	Until	% to count	Total Time Used Hrs	Total Time Used Days	Remarks
	19.11.2016 @ 1000 Hrs	19.11.2016 @ 2400 Hrs	0	0	0	Invalid NOR
	20.11.2016 @0000 Hrs	20.11.2016 @ 0930 Hrs	0	0	0	Invalid NOR
	20.11.2016 @ 0930 Hrs	20.11.2016 @ 1110 Hrs	0	0	0	NOR accepted on berthing at 0930 Hrs on 20.11.2016. Six hours notice unless used is allowed as per main terms. Loading commenced at 1130 hrs on 20 th nov
	20.11.2016 @ 1110 Hrs	20.11.2016 @ 2400 Hrs	100	12.83	0.53	working
	21.11.2016 @ 0000 Hrs	25.11.2016 @ 2400 Hrs	100	24x 4	4	working
	26.11.2016 @ 0000 Hrs	26.11.2016 @ 1530 Hrs	100	15.5	0.645833333	Hose Disconnected
			Total	124.3	5.18 Days	
Laytime Used : 5.18 days						

2. The vessel was still underway and had not come to a stop when she tendered the NOR at 10 AM on 19th November 2016 (See ships master mail in Exhibit A with this submission) and as such the NOR was invalid. The Kumai sof deliberately misses out this anomaly. An invalid NOR cannot become valid on its own in the absence of retender of valid NOR. NOR was only accepted at 0930 Hrs next day on berthing I.e. on 20th November 2016.

"...Tendering while still under way is likely to fall foul of the House of Lords decision in The Johanna Oldendorff [1973]. There Lord Reid said that it had to be clear that the vessel had come to the end of its voyage. Lord Diplock went even further by saying that the vessel had to be anchored, "... the ship owner does not complete the loading or carrying voyage until the vessel has come to a stop at a place within the larger area whence her proceeding further would serve no business purpose..."

Source : <https://asdem.com/posts/issue-15>

3. The Cargo documentation was completed as per sof duly signed by all at 2200 Hrs on 26 th Nov 2016 . See Sof Kumai / Enclosure at Page no 25 with claimants submission). The risk of delay after completion of cargo documents is on the shipowner. Why should the charterers be responsible for inefficiency / delay on shipowners representative / agent in delay in pushing out the vessel from load port after loading / cargo documentation was completed.

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4. The respondents Laytime Calculations at First Dis port Kakinada with comments is as follows:

M V Lady Sina						
Discharging : Kakinada, India						
Calculating : Reversible; Counting working time saved						
Cargo :5000 MTs Palm oils						
Allowance : Mts / Hour / 125 MTs / Hr						
Laytime Allowed : 40 hrs / 1.66 days						
Demurrage Rate : USD / day : 12000						
Invalid NOR Tendered on 8.12.2016 @ 1700 Hrs at end of sea passage						
Day	From	Until	% to count	Total Time Used	Total Time Used	Remarks
	<u>08.12.2016 @1700 hrs</u>	9.12.2016 @0036 Hrs	0	0	0	Invalid NOR / Even if valid nor then main term provides six hours unless used. Loading commences at 0036 hrs 9 th dec
	<u>9.12.2016 @ 0036 Hrs</u>	<u>09.12.2016 @ 2400 Hrs</u>	100	23.4	0.975	working
	10.12.2016 @ 0000 Hrs	10.12.2016 @ 0430 Hrs	100	4.5	0.1875	working
			Total	27.9	1.162 Days	
Laytime Used : 1.162 days						

5. We would like to discuss laytime calculations at Kakinada into two sections (i) If NOR was invalid because it was tendered end of sea passage(ii) if NOR was valid.

5. (i) NOR tendered end of sea passage at 1700 Hrs is invalid (see sof Kakinada / claimants Enclosure at page no 43). Invalid NOR cannot become valid on its own and thus laytime should only commence after charterers / receivers acceptance of NOR on arrival at berth keeping in mind free time allowed after NOR acceptance time.

"The end of the sea passage is not connected to arrival at any specific geographical location, such as port limits and there are basically two reasons why notice of readiness will be invalid. The first is, at that point in time, she cannot be said to be at the immediate and effective disposition of charterers (see paragraph 3.70 et seq. ante and therefore fails the reid test (paragraph 3.108). The second is she has not met Lord Diplocks requirement in "The Johanna oldendorff", in that the vessel has come to a stop at a place within the larger area whence her proceeding further would serve no business purpose. Clearly at the end of the sea passage all that happens is that her speed thereafter may vary but she certainly does not come to a stop.."

Source: Laytime & Demurrage by Mr. John Schofield

https://books.google.co.in/books?id=JStACwAAQBAJ&pg=PT288&|pg=PT288&dq=end+of+sea+passage+is+not+connected+to+arrival&source=bl&ots=ULTTcRAgrg&sig=Hy_C9q7mmxWdl68glpCHNAx3kDY&hl=en&sa=X&ved=0ahUKEwifx5HxvL_XAhWWMRY8KHS0jAmlQ6AEIJTAA#v=onepage&q=end%20of%20sea%20passage%20is%20not%20connected%20to%20arrival&f=false

a) Notwithstanding the above If charterparty is a port charterparty (as in this case), then notice of readiness must be tendered when the vessel is in berth within the specified port or, if a berth is not available and the vessel is within the port limits, then at the waiting area where vessels usually wait for a berth.

Various clauses in the charterparty may advance the time that the vessel may tender the notice even though she may not be at the specified destination. The most familiar is the WIBON ("whether in berth or not") provision which means that under a berth charterparty, if the berth is not immediately accessible, the notice of readiness may be

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given when the vessel has come to a stop / anchored, in the port in which the berth is situated.

Source : <http://www.gard.no/web/updates/content/52983/notice-of-readiness-and-the-commencement-of-laytime>

c) It is humbly submitted that when the vessel arrived at discharge port Kakinada, there was no congestion and the ship proceeded to berth where it was all fast at 2024 Hours on 8th Decemeber 2018 and NOR was accepted only at 0015 Hours on 9th Dec. See Exhibit B, with this submission.

Allowing 6 hours notice bends unless used as per mainterms (See clean fix recap at page 2 / Enclosure, with claimants submission), laytime starts to count only from 0036 Hours from 9th Dec 2016.

Whether in berth cannot come to claimants rescue as it applies when there is congestion, which was not the case in M T Lady Sina. In any case however even in situation where whether in berth or not in berth applies the ship must come to a stop / anchored within geographical limit of port mentioned in charter party before tendering NOR. The ship cant tender NOR while underway as is being shown by kakinada sof and Exhibit B with this submission.

d) Even if NOR is deemed to be accepted, on arrival / all fast at kakinada berth at 2024 Hrs on 8th December 2016, laytime still has to commence from 0036 hrs from 9th Dec 2016, because Main term (which always overrides printed terms) allows 6 hours notice both ends, unless used.

5(ii) If NOR tendered end of sea passage is considered to be valid, despite of authorities against it, laytime still will only start counting from commencement of discharge from 0036 Hours on 9th Dec because of following reasons:

a) Main term allows for six hours notice unless used (See clean fix recap / Enclosure at page 2 with claimants submission) so the time from 1700 Hrs on 8th Dec to 0036 Hrs on 9th Dec is not to count as laytime , and or

b) The time for shifting (1700 Hrs 8th dec to 2015 Hrs on 8th Dec) is excepted from Laytime or time on demurrage expressly by virtue of Rider clause 3 a, and or

c) The time for Gangway Placement (I.e 2015 hrs - 2045 Hrs on 8th Dec is not to be counted as laytime or time on demurrage, as gangway placement is in the hand of ship staff and as such is beyond charterers control. Without the gangway the ship was not at the effective disposition of the charterers and people from shore side were prevented from accessing the ship and perform required tasks like ullaging, custom clearance etc for discharging to commence.

It falls under laytime / demurrage Exception clause 3(a) of Rider clause “ *Time shall not count as laytime or if on demurrage as demurrage time when used for and on an inward passage moving from anchorage, including awaiting tugs, pilot or any other reason WHATSOEVER over which charterers have no control*”.

6. The respondents laytime calculations for second discharge port Budge Budge along with comments is as follows:

M V Lady Sina						
Discharging : Budge Budge, India						
Calculating : Reversible; Counting working time saved						
Cargo :6000 MTs Palm oils						
Allowance : Mts / Hour / 125 MTs / Hr						
Laytime Allowed : 48 hrs / 2 days						
Demurrage Rate : USD / day : 12000						
NOR Tendered : 11.12.2016 @ 1900 Hrs. NOR invalid, because ship was not arrived ship as per test laid down in Johanna Oldendorff in House of Lords.						
Day	From	Until	% to count	Total Time Used Hrs	Total Time Used Days	Reason
	<u>11.12.2016@ 1900 Hrs</u>	<u>11.12.2016 @ 2400 Hrs</u>	0	0	0	Invalid NOR or if NOR valid then not to count as awaiting Day light / Night Navigation not allowed in Budge Budge / cause whatsoever beyond charterers control in rider clause
	<u>12.12.2016@ 0000 Hrs</u>	<u>16.12.2016 @ 2400 Hrs</u>	0	0	0	Invalid NOR / ship not moved as per Kolkata port trust order and falls under any cause whatsoever beyond charterers control in

						rider clause
	16.12.2016 @ 0000 Hrs	16.12.2016 @ 0412 Hrs	0	0	0	Invalid NOR / ship not moved as per port order falls under any cause whatsoever beyond charterers control in rider clause
	16.12.2016 @ 0412 Hrs	16.12.2016 @ 1800 Hrs	0	0	0	Invalid NOR / Or Shifting
	16.12.2016 @ 1800 Hrs	16.12.2016 @ 1810 Hrs	0	0	0	NOR accepted at 1810 Hrs on 16 th Dec
	16.12.2016 @ 1810 Hrs	16.12.2016 @ 2018 Hrs	0	0	0	Main term allows six hours notice unless used. Discharging commences at 2018 hrs on 16 th dec.
	16.12.2016 @ 2018 Hrs	16.12.2016 @ 2400 Hrs	100	3.7	0.154	Working
	17.12.2016 @ 0000 Hrs	18.12.2016 @ 1636 Hrs	100	40.6	1.69	working
Laytime Used			Total	44.3	1.844days	

7. We would like to divide laytime calculations at Budge Budge into two sections (i) Assuming NOR to be invalid (ii) Assuming NOR to be valid.

7 (i) If NOR at Sandhead anchorage was invalid, then invalid nor on its own does not become valid and time will count from acceptance of NOR on arrival at berth after applying six hours free time to it as per main terms

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a) The port / place of discharge in charter party has been given as Budge Budge. Budge Budge is a place in Kolkata / to be precise in the neighbourhood of south west of Kolkata and one of the ports along with Haldia and Kolkata within Kolkata port Trust See Exhibit C / D with this submission. The city of Budge Budge has a port comprising of six jetties and falls under Kolkata dock complex comprising of Kolkata Port and Budge Budge and falls under Kolkata Port Trust. Since the discharge port / place was named as Budge Budge the ship was supposed to tender NOR only on arrival Budge Budge port / area, either at its jetties or if berth was not available at anchorage area off Budge Budge where it anchored at 1442 hrs on 16th Dec. The Ship however tendered NOR on arrival at sandhead (a sea anchorage over 200 Kms away from Budge Budge and merely a common reporting point for Haldia, Kolkata and Budge Budge port, from where the ships are guided through common vessel traffic management system of Kolkata port trust. Thereafter at Sagar, the pilots embark the vessel for pilotage from where the distance of Budge Budge is about 143 Kms point) instead on arrival at designated place i.e. Budge Budge port.

b) It was stated in The Johanna Oldendorff, Before a ship can be said to have arrived at a port she must, if she cannot proceed immediately to a berth, have reached a position within the port where she is at the immediate and effective disposition of the charterer. If she is at a place where waiting ships usually lie, she will be in such a position provided the vessel is within geographical port limit ...

It is respectfully submitted that ship was not within Budge Budge i.e. the named port / area in the charter party, when she tendered NOR and thus fails the requirement of having reached a position within the port (irrespective of whether or not she was at the immediate and effective disposition of the charterers) as per rule of arrived ship laid down by the House of Lords in the Johanna Oldendorff.

The so duly signed by all parties including shipowner (see Exhibit E, with this submission) shows the ship arrived / anchored off Budge Budge i.e. only at 1442 hrs on 16th Dec whereas she tendered NOR much earlier on arrival at sandhead anchorage, falling under Kolkata Port Trust which is over 200 kms upstream from Budge Budge. It

is to be noted that discharge port was not named as kolkata dock complex or kolkata port trust but rather a port / place / area called Budge Budge and arrival at sandhead (a reporting point about 200 kms away from Budge Budge) is not equal to arrival at Budge Budge port or place.

c) That the place off Budge Budge where the ship anchored at 1442 Hrs on 16th Dec, is to be considered as the outermost limit of Budge Budge port / area and is the place where the ships bound specifically for Budge Budge usually wait. Since our port /place of discharge is Budge Budge, relevance requires consideration of customary waiting place keeping specifically in mind only Budge Budge, in addition to the waiting area being within its limits.

7 (ii) If NOR at Sandhead was valid, despite of it being about 200 kms away from budge budge port / area / limit and not being within budge budge port, time is still not to be counted till vessel all fast at berth because of the following reasons:

a. Main term provides 6 hours notice bends unless used. See Clean Fix Recap at page no 2 / Enclosure of claimants . So time from 1900 Hrs of 11th Dec to 0100 Hrs on 12th Dec 2016 is not to count as laytime and / or

b. Clause 3 a of rider clause clearly provides " time shall not count as laytime or time on demurrage when used for an inward passage moving from anchorage , including awaiting day light, until the vessel is secured moored at the berth.

Time from 1900 Hrs of 11th Dec to 0607 Hrs on 12th Dec the vessel was awaiting day light as night navigation is not permitted in Budge Budge . Rider clause 3a excepts day awaiting day light from laytime or time on demurrage. The sun had already set at 1653 Hrs on 11th Dec (See Exhibit F with this submission and also ship agents mail to shipowner at page 84 of Enclosure submitted by claimants) and / or

c. Time from 0000 Hrs 12th December to 2400 Hrs 16th dec 2016, is not to count as laytime or time on demurrage, as Clause 3 a of rider clause clearly provides " time shall not count as laytime or time on demurrage for certain awaiting like situations such as

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awaiting for daylight or any other reason whatsoever over which charterers have no control. It is submitted that the vessel movement after arrival at sandhead to budge budge was prevented by order of Kolkata port trust authority, which governs movement to all ports within Kolkata port trust i.e. Haldia , Kolkata and Budge budge). Kolkata port trust does not allow berthing at Kolkata port Budge Budge Port, during bore tide period. See Exhibit G with this submission.

The actual cause which prevented movement from sandhead to budge budge was not bore tide as claimed by shipowners but rather the order of Kolkata port trust authority, which is an external organisation over which the charterers have no control and hence it was a reason beyond charterers control, excepted by clause 3 a of rider clause.

The presence of word "whatsoever" (See "The Notos" & Judgement of Mustil J in "The Mozart") in Rider clause 3 a, negates the application of ejusdem generis and is wide enough to include the order of kolkata port trust, preventing movement / berthing during bore tide period.

d) Time from 0000 Hrs, 16th Dec to 0412 Hrs, 16th Dec, time is not to count as vessel it seems was awaiting instruction from port authority (see page 88 of Enclosure submitted by claimants) and as such falls under "any cause whatsoever beyond charterers control", rider clause 3a.

e) Time from 0412 Hrs, 16th Dec to 1800 Hrs on 16th Dec is not to count as laytime / or time on demurrage as vessel was shifting , which is excepted by rider clause 3 a.

8. Some General comments

a) About Rider Clause 3 (a) : The claimants in serial no 14 of submission have stated it is to apply when on an inward passage moving from anchorage.

This argument does not hold much water as Rider clause 3 a, specifies waiting like situations and additionally any cause whatsoever beyond charterers control to be excepted from laytime or time on demurrage.

Secondly the claimants argument that clause 3a cannot exclude time when the vessel had arrived and is waiting at the anchorage to begin its inward passage, does not have any merit because inward passage to port in navigational context refers to a inward route to the port and not movement. Once the vessel had arrived at sandhead anchorage, it was at the starting point of inward passage to budge Budge port and awaiting situations on arrival at sandhead, falls under the ambit of Rider Clause 3 a.

Irrespective of what has been stated so far , any cause whatsoever beyond charterers control in Rider clause 3 a can be relied on stand alone basis as well to except time from laytime or or on demurrage.

b) Was there a breach of reachable on arrival duty as stated by claimants in serial no 15 of their submissions / Does Laura Prima have any application here?

Each case depends on its own merit and in the facts of this case, even if there was a breach of reachable on arrival provision, the charterers can still continue to rely on laytime & demurrage exceptions provision provided in Rider Clause 3 a which excludes events such as awaiting / delay like situations, when either moving or awaiting for and on an inward passgae to port

In a 1991 reported arbitration, LMLN 303- 15 June 1991 (see Exhibit I with this submission) the vessel was delayed by bad weather after arrival at the loading port. Clause 6 of the tanker voyage form charter provided that the ship was to load at a place or at a dock or alongside lighters reachable on arrival, which was to be indicated by the charterers. Clause 7 of CP provided, "laytime was to commence from the time the vessel is ready to receive..her cargo, the captain giving six hours notice to the charterers agents, berth or no berth. TYPE WRITTEN CLAUSE (i.e. RIDER CLAUSE) read "Any time used in waiting for daylight, bad weather or port services.. shall not count as laytime at port of loading or discharging.

The shipowners contended that the charterers were in breach of their obligation under clause 6 of theirs (i.e. reachable on arrival provision) and accordingly not entitled to rely

on Rider clause 28. The charterers said that their case was different from that of "The Laura Prima", which was concerned with the effect if any to be given to the exception in the last sentence of clause 6 in the charter there under consideration, an exception which did not appear in their case. It was held that the charterers argument was correct and they were entitled to exclude from laytime calculation, waiting period at port due to bad weather, relying on laytime exception clause on account bad weather as agreed in their Rider clause.

Source : Commencement of Laytime by Donald Davies, Fourth Edition, Page 112

The facts of above case is similar to our case in that, here too there is a rider laytime exception clause providing for laytime not to count in case of delay like situation on arrival i.e. due to awaiting day light, tugs or any other cause whatsoever beyond charterers control.

c) An interesting observation by Asdem on reachable on arrival clause

ASBATANKVOY CL.9 BERTH "REACHABLE ON ARRIVAL".

In the last few months we have encountered a surprising increase in the number of disputes relating to the scope of the charterer's warranty in clause 9 of Asbatankvoy Part II to provide "a berth reachable on arrival". It seems that some ship owners have been encouraged by an unpublished award from a single arbitrator who apparently concluded that the "reachable on arrival" warranty overrode not only the exceptions to laytime/ demurrage in the Asbatankvoy form but also cancelled out the effect of exceptions contained in the additional clauses. It would appear that this decision has ignored the words of Lord Roskill in The "Laura Prima" [1982]: "*Reachable on arrival*" is a well-known phrase and means precisely what it says. If a berth cannot be reached on arrival, the warranty is broken unless there is some relevant protecting exception...." It also contradicts all the other arbitration awards which we have seen over recent years where arbitrators have accepted that the "Laura Prima" referred specifically to the application of the last sentence of clause 6 of Asbatankvoy.

Source : <https://asdem.com/posts/issue-23>

In the facts of M T Lady sina case there is already a relevant exception clause in the form of rider clause 3 a which clearly provides awaiting like situation or any cause whatsoever beyond charterers control to be excepted from Laytime or time on demurrage and there is no reason why the decision in this case must be treated differently from that arrived in LMLN 303- 15 June 1991.

9. It is humbly submitted that since Main term agreed between the parties only gives one option of laytime commencement I.e. Laytime : 80/125 MTPH shinc reversible + 6 Hours Notice bends Unless used,

Whereas printed veg oil voy gives two options for commencement of laytime ie. Upon expiry of six hours from NOR or all fast whichever is earlier, the provision of main term is to prevail I.e.Laytime : 80/125 MTPH shinc reversible + 6 Hours Notice bends Unless used,

10. When the vessel arrived at discharge port Budge Budge, IGM / port formalities was duly completed and port rotation no was given to the vessel on 7th Dec 2016 itself. See Exhibit H with this submission.

11. Arrived ship : Excerpt from Article from Andrew Wilding - Managing Director, Asdem Asia Pte. Ltd.

A fundamental condition for the start of laytime is that the ship must reach the port or berth where it has been agreed in the charter party that the vessel can tender NOR. Once the ship reaches this point, it is known as an "Arrived Ship".

After years of uncertainty, the House of Lords in The "Johanna Oldendorff" [1973] 2 Lloyd's Rep 285 established the definitive test (named the "Reid Test" after Lord Reid) for an Arrived Ship in a port charter: Before a ship can be said to have arrived at a port she must, if she cannot proceed immediately to a berth, have reached the customary

position within the port where she is at the immediate and effective disposition of the charterer. A vessel is presumed to be effectively at the disposal of the charterer when it is at a place where ships usually wait for a berth at that port. If the vessel is waiting elsewhere in the port, the ship owner must prove that it is equally at the effective disposal of the charterer.

The Reid Test continues to apply today. However, when ships are sent by the port authority, coast guards etc to designated waiting areas outside the port – such as the safe waiting area outside the port of Lagos, the South West Pass for ports on the Mississippi or the Wesser Light for ports such as Brake on the River Wesser, owners may incorrectly claim that the ship has arrived because the ship has been ordered to these customary waiting areas. Confusion can be avoided by keeping in mind that there are two different principles recognised by the English Courts, (a) commercial and (b) legal.

The first principle is the **commercial** concept of Arrival. A ship "Arrives" when it is physically inside the port or is just outside or "off the port", e.g. waiting at an outer anchorage. The courts created the concept of arrival in the commercial sense because certain obligations take effect upon arrival at or off the port, such as the obligation to nominate a berth that is "reachable upon arrival" under an Asbatankvoy charter party. Charter party additional clauses written for certain ports may permit the Master to tender a valid NOR when the vessel reaches a particular place outside the port such as, for example, The Wesser Light Clause and the Chinese River Ports clause.

The second principle is that, under a port charter, to be an "Arrived Ship" in the legal sense the ship must have arrived within the official limits of the port. A ship that "arrives" in the commercial sense, but is not inside the port, is not an Arrived Ship. In The "Johanna Oldendorff" [1973] and The "Maratha Envoy" [1977] 2 Lloyd's Rep 301 the courts did not accept there would a difficulty defining the area of the port.

In the "Maratha Envoy", the owners unsuccessfully attempted to widen the guidelines set out in the "Johanna Oldendorff" case so that a vessel anchored in the usual waiting place would always be considered an arrived ship under a port charter, whether the waiting place was inside or outside port limits. This approach was firmly rejected by the House of Lords.

The certainty that the Reid Test provides is that the vessel must be within port limits to be an Arrived Ship under a port charter. We are aware of two arbitrations that have reached decisions to the contrary; these appear to be wrongly decided.

Source: <https://asdem.com/posts/issue-51>

12. Irrespective of whether sandhead was or was not the usual customary anchorage for vessel bound for Budge Budge Port, it was definitely outside of budge budge port limits or area , about 200 kms from Sandhead. It has already been submitted earlier that the vessel anchored off Budge budge (see Budge Budge SOF) only on 1142 Hrs on 16th dec, where it did not tender any nor.

In the "AGAMEMNON,[1998] CLC Rep 106 ", vessel was chartered to load a cargo of steel pipes from Baton Rouge to Brisbane. The charterparty provided that the vessel was at the South West Pass and "ready to proceed to loading port weather permitting". The South West Pass, however, was 170 miles from Baton Rouge and it did not form part of that port. A notice of readiness was tendered at the South West Pass. It was not until two days later however that the vessel arrived at Baton Rouge general anchorage but, due to the designated berth being unavailable, loading did not commence until later the following day.

The charterparty provided that if the berth was not available on the vessel s arrival at the port or so near thereto as she may be permitted to approach, the notice could be tendered on arrival and laytime would then commence as if she were in berth and in all respects ready.

The charterers considered that the notice of readiness tendered at the South West Pass was premature, since it was given prior to the vessel s arrival at a point so near to Baton Rouge as she could approach i.e. the Baton Rouge general anchorage, and as no notice was given when the vessel reached that point later, laytime did not commence until loading started.

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The charterers failed to persuade the arbitrators to agree with this view, but on appeal, the Judge found in their favour. In accepting their arguments, the Judge relied on the Court of Appeal decision in the *"MEXICO I"* [1990] which made clear that when a notice is to be given in order to start laytime running, this must be a valid notice and not an "inchoate" or "delayed action device" seeking to commence laytime automatically on the happening of a certain event. In such cases, a fresh notice must be given. Applying that case to the facts before him, the Judge found that the notice of readiness in this case represented that the vessel was at the place at which it was permissible for the notice to be tendered (the Baton Rouge anchorage). This was clearly not the case and the notice was therefore invalid and could not trigger the commencement of laytime.

Submitted on 25th April 2018 on Behalf of KVG Global Limited

EXHIBIT A

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-----Original Message-----

From: Lady sina [<mailto:master.Ladysina@skyfile.com>]

Sent: 20 November, 2016 10:04 AM

To: Tune Chemical Tankers Operations <operations@tunechemicaltankers.com>;
pt.sufiebaharilines_kumai@yahoo.co.id; pranav@kvgglobal.com; commercial@kvgglobal.com;
snayyar@kvgglobal.com; BROKERS@ENCORESHIPPING.IN; sudhanshuagarwal@kvgglobal.com;
mukeshkumar@kvgglobal.com; marketing@kvgglobal.com

Cc: ladySinaVC@univan.com; Capt. Gautam Gosain <gautam.gosain@univan.com>; Jeffrey Wong
<jeffrey.wong@grandteam.com>; 'Grandteam Operations' <operations@grandteam.com>; Univan
Fleet 3 <uvfleet3@univan.com>

Subject: Lady Sina / Voy 28 / CP dated 03.11.2016 / Port timings and Loading status at Kumai

Good day sir,

Port Timings and Loading status at kumai

19.11.2016

0800 : EOSP

1000 : NOR tendered

1024 : Anchored at Kumaim STS location

1405 : Free pratique granted

20.11.2016

0730 : Barge Senggora Crystal alongside

0830-0930 - tanks inspected and passed

0930 : NOR Accepted.

1020 : Hose connected (1 x 6")

1030 : Commenced loading CPO.

Thank you very much.

Best Regards,

Capt. Perumal Thanigaivel

Master, M.T. Lady Sina

EXHIBIT A

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FBB Tel : +870773923494

FBB Fax: +870 783 175 915

Sat C : +453 834 598

Email : master.ladysina@skyfile.com

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Vessel E-mail system is not on-line, in case of urgency please contact at
FBB number as above.

Vessel can receive maximum 512 KB / msg. Please compress, if exceeds message
size.

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EXHIBIT B

From: Atlantic Shipping Pvt Ltd (Ali) [<mailto:opspvt@atlanticshpg.com>]

Sent: 7 December, 2016 1:48 PM

To: mahavir_jain@ruchigroup.com; abhijit_p@ruchigroup.com;
noel_fernandes@ruchigroup.com; francis_d@ruchigroup.com;
pramod_mishra@ruchigroup.com; laxman_poojary@ruchigroup.com;
parina_nagar@ruchigroup.com; tarun_agrawal@ruchigroup.com;
mangesh_agnihotri@ruchigroup.com; ashish_patil@ruchigroup.com; a_jha@ruchigroup.com;
bs_ramarao@ruchigroup.com

Cc: mktgkkd@seawaysindia.com; snayyar@kvgglobal.com; pranav@kvgglobal.com;
commercial@kvgglobal.com; opspvt@atlanticshpg.com

Subject: (L-KAK11166016) MT Lady Sina VOY 28 (DISH - Palm Oil) Calling at Port Kakinada - Berthing Status

For: Ruchi Soya Industries Ltd. - New Mangalore
 Kind Attn : Mr. Mahavir Jain / Mr Abhijit Parulekar / Mr. Noel
 Fernandes / Mr. Francis D'souza / Mr. Parmod Mishra / Mr. Laxman
 Poojary / Ms. Parina Nagar / Mr. Tarun agarwal./ Mr. Ramarao
 Rpt : KV GLOBAL

Frm: Atlantic Shipping - Mumbai

Ref: ASPL/L-KAK11166016/OPS-LIQ/NK/007/C/2016

Date: 07.12.2016

Good day
 Dear Sir

Basis vessel is due at Port Kakinada on 08/12/2016 at PM Iagw for discharging her nominated cargo. Please be advised that sub vessel can berth at NRW 1 S at Port Kakinada.

Please find attached line up of vessels at port Kakinada as of date:-

As per present indication your good vessel expected to berth on same day of arrival. (subject to receivers/terminal readiness)

BERTH : NRW1 SOUTH
 LOA/150.000 Mtrs
 BEAM : 24.00 Mtrs
 DRAFT : 9.00 Mtrs at high waters

LOA/130 MTRS - ANY TIME BERTHING SUBJCT TO AVAILABILITY OF BOWTHURSTERS,
 IF LOA/130-150 MTRS - THEN BERTHING/UN-BERTHING IN DAY LIGHT ONLY.

Thanks & Regards,

Ali Akbar Moiyadi (MOB NO:+91 8879577055)
 PN. Kutty (MOB NO:+91 9930611815)
 TEL: +91-22-66677345
 Ashford Centre, 5th Floor, Opposite Peninsula
 Corporate Park, Shankarrao Naram Marg, Lower
 Parel,
 Mumbai- 400013.
 Email: opspvt@atlanticshpg.com

**ATLANTIC SHIPPING
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EXHIBIT B

23

Port of Kolkata

24

The **Port of Kolkata** is a riverine port in the city of Kolkata, India, located around 203 kilometres (126 mi) from the sea.^[7] It is the oldest operating port in India,^[8] and was constructed by the British East India Company.^[9]

The Port has two distinct dock systems - Kolkata Docks at Kolkata and a deep water dock at Haldia Dock Complex, Haldia.

In the 19th century, the Kolkata Port was the premier port in British India. After slavery was abolished in 1833, there was a high demand for laborers on sugar cane plantations in the British Empire. From 1838 to 1917, the British used this port to ship off over half a million Indians from all over India — mostly from the Bhojpuri Belt, Bengal, and Tamil Nadu — and take them to places across the world, such as Mauritius, Guyana, Suriname, Fiji, Belize, and the Caribbean Islands as indentured laborers. This explains the Indian Diaspora reaching as far as South America and the West Indies. There are millions of Indo-Mauritian, Indo-Fijian, Indo-Caribbean, Indo-Guyanese, Indo-Surinamese, and Indo-Belizean people in the world today. After independence, the port's importance decreased because of factors including the Partition of Bengal (1905), reduction in size of the port hinterland, and economic stagnation in eastern India.

It has a vast hinterland comprising the entire North East of India including West Bengal, Bihar, Jharkhand, Uttar Pradesh, Madhya Pradesh, Assam, North East Hill States and two landlocked neighbouring countries namely, Nepal and Bhutan and also the Autonomous Region of Tibet (China).

With the turn of the century, the volume of throughput has again started increasing steadily. As of March 2018, the port is capable of processing annually 650,000 containers, mostly from Nepal, Bhutan, and India's northeastern states.^[9]

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River Marks and Buoys

Port of Kolkata



Khidirpore Dock of Kolkata Port

Location

Country	 India
Location	Kolkata, West Bengal, India

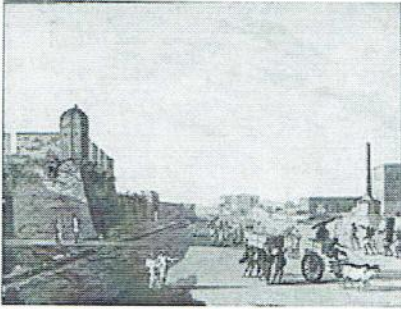
Details

Opened	1870
Operated by	Kolkata Port Trust
Owned by	Kolkata Port Trust, Ministry of Shipping, Government of India
Type of harbor	Coastal breakwater, riverine, large seaport
Available berths	28 (Kolkata) 12 (Haldia)
Wharfs	86
Main trades	Automobiles, motorcycles and general industrial cargo including iron ore, granite, coal, fertilizers, petroleum products, and containers Major exports: Iron ore, leather, cotton textiles Major imports: Wheat, raw cotton, machinery, iron & steel
Stacking	134722 sqm

Differential Global Positioning System (Differential GPS)

Operations**Sister ports****See also****References****External links**

History



The Old Fort, the Playhouse, Holwell's Monument from Views of Calcutta

Kolkata Port was established by the British East India Company after the company received trading rights from the Mughal emperor Aurangzeb.

Following the shift of power from the company to the British crown, a port commission was set up in 1870. Though the port was conceived to be a commercial port and gateway of eastern India, the port played a very

important role in the Second World War. It was bombed twice by the Japanese forces. After independence, the Commissioners for the Port of Kolkata were responsible for the port till January 1975 when Major Port Trusts Act, 1963, came into force. The Port is now run by a Board of Trustees having representatives from the Government, Trade Bodies, various Port Users, Labour Unions and some nominated members.

Facilities

Dock systems

The Kolkata Port Trust (KoPT) manages two separate dock agglomerations - the Kolkata Dock System (KDS) and the Haldia Dock Complex (HDC).

Kolkata Dock System (KDS)

It is situated on the left bank of the Hooghly River at 22°32′53″N 88°18′05″E about 203 km (126 mi) upstream from the sea. The pilotage station is at Gasper/Saugor roads, 145 Kilometres to the south of the KDS (around 58 km from the sea). The system consists of:^[10]

- Kidderpore Docks (K.P. Docks) : 18 Berths, 6 Buoys / Moorings and 3 Dry Docks
- Netaji Subhas Docks (N.S. Docks): 10 Berths, 2 Buoys / Moorings and 2 Dry Docks
- Budge Budge River Moorings : 6 Petroleum Wharves
- Anchorage : Diamond Harbour, Saugor Road, Sandheads

area

Statistics

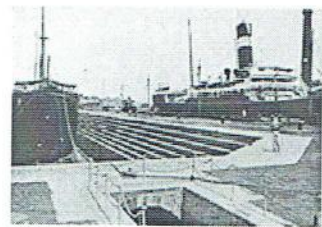
Vessel arrivals	3503 ^[1]
Annual cargo tonnage	50.951 million tonnes (2016-17) ^{[2][1]}
Annual container volume	7,71,676 ^[3] ^[4] TEUs(2016-17) ^[5]
Passenger traffic	40,349 (2012-13) ^[6]
Annual revenue	₹1,242.23 crore (US\$190 million)
Net income	₹70.24 crore (US\$11 million)

Website

www.kolkataporttrust.gov.in (<http://www.kolkataporttrust.gov.in/>)



View of the Calcutta port in 1852



Kidderpore Dry Dock, c. 1905



An image of the old port of Kolkata.

Apart from this, there are around 80 major riverine jetties, and many minor jetties, and a large number of ship breaking berths.

Haldia Dock Complex (HDC)

It is situated at 22°02'N 88°06'E around 60 kilometres (37 mi) away from the pilotage station. The complex consists of:

- Impounded Dock. System with 12 Berths
- 3 Oil Jetties in the River
- 3 Barge Jetties in the River for handling Oil carried by Barges.
- Haldia Anchorage for lash vessels.

All the docks are impounded dock systems with locks from river.



A cargo ship on Khidirpur dock

Dry Dock

KoPT has the largest dry dock facility in India . These dry docks cater to the diverse repair and maintenance needs of the vessels calling on the Eastern Ports of India. In addition, shipbuilding facilities are also available in these dry docks. All the dry docks are inside the impounded dock system. There are five dry docks of which three are in Kidderpore Dock and two are in Netaji Subhas Dock.^[7]

Dry Docks of Kolkata Port Trust (KoPT)

Dock	Dry Dock Number	Size
Netaji Subhas Dock	1	172.21 metres (565.0 ft) x 22.86 metres (75.0 ft)
Netaji Subhas Dock	2	172.21 metres (565.0 ft) x 22.86 metres (75.0 ft)
Kidderpore Dock	1	160.02 metres (525.0 ft) x 19.5 metres (64 ft)
Kidderpore Dock	2	142.95 metres (469.0 ft) x 19.5 metres (64 ft)
Kidderpore Dock	3	102.1 metres (335 ft) x 14.63 metres (48.0 ft)

There is a fully-fledged repair workshop including Diesel Engine Overhauling Unit, Structural Shop, Heavy and Light Machine Shop, Forging Shop, Electrical Shop and a Chain Testing/Repair Shop with 2500 KN capacity Tensile Compression Testing Machine to support various activities in the dry dock. Kolkata Dry Dock & Workshop facilities have been awarded ISO 9001:2000 certificate in recognition of their excellence in quality.

Pilotage

Due to the constraints of the river (like silting, sandbars etc.) no seagoing vessel above 200 GRT is allowed to navigate without a qualified pilot of the Kolkata Port Trust. The total pilotage distance to KDS is 221 kilometres (137 mi), comprising 148 kilometres (92 mi) in river and 75 kilometres (47 mi) in sea, and for HDC is 121 kilometres (75 mi), comprising 46 kilometres (29 mi) in river and 75 kilometres (47 mi) in sea.



A Ship in Hoogly River at the Port of Kolkata

Navigational Aids

Lighthouse

- Sagar Lighthouse (21°39'N 88°03'E) is situated at Middleton Point on the Sagar Island 1.5 kilometres (0.93 mi) inshore. It is visible from a distance of 28 kilometres (17 mi) in clear weather.^[7]

- Dariapur Lighthouse (21°47'N 87°52'E) is situated on the right bank of Hooghly River south of Rasulpur river and about 2.7 kilometres (1.7 mi) inshore. It is visible from a distance of 35 kilometres (22 mi) in clear weather.^[7]

Light Vessels

- There are four unmanned light vessels to aid in navigation.
- U.G.L.F. located at 21°29'57"N 88°06'37.5"E
- L.G.L.F. located at 21°21'57"N 88°10'05"E
- Talent WK L.V. located at 21°17'21"N 88°11'17"E
- Eastern Channel L.V. located at 21°04'19"N 88°11'07"E

Automatic Tide Gauges

These are maintained at Tribeni, Garden Reach, Diamond Harbour and Haldia for round-the-clock recording of tidal data, which is used for the prediction of tides and preparation of tide tables by Survey of India.

Semaphores

These are maintained at Akra, Moyapur, Hooghly Point, Balari, Gangra and Sagar for displaying rises of tide for the convenience of various vessels navigating, dredging and surveying in the River Hooghly. The semaphores used to display the tide level at these localities on a mast by the position of the meter and decimeter arms which were manually rotated with the rise and fall of every decimeter of tidal level. However these semaphores are no longer functional and instead, tidal levels are broadcast over VHF radio every half an hour from all the above stations except at Balari.

River Marks and Buoys

A total of 500 (of which 140 are lighted) River Marks and Buoys are maintained by the KoPT. These are extremely useful in facilitating night navigation, pilotage and dredging. These lights are operated either by grid electricity, by battery or by dissolved Marine Acetylene Gas. There is also 1 boat buoy, 30 lighted buoys and 72 unlit buoys marking the navigational channel from Sandheads to Kolkata.

Differential Global Positioning System (Differential GPS)

In the wide estuary, position fixing with reference to shore objects to be viewed from the deck of a vessel, is very difficult. In 1983 KoPT introduced the Electronic Position Fixing System "Syledis" for position fixing of the vessels plying in the wide estuary of the Hooghly river. The Shore-based Syledis Position Fixing System was functioning round the clock with the help of the Syledis Stations located at Haldia, Raichak, Dadanpatra Bar and Frazergunj. The system was effectively utilized for the purpose of hydrographic survey and dredging. KoPT has now replaced the Syledis Position Fixing System by Differential GPS (Differential Global Position Fixing System). This latest state-of the art technology provides improved location accuracy of up to 10 cm.

Operations

In the fiscal year 2013-14, Kolkata port handled 41.386 million metric tons (45.620 million short tons) of cargo. This is significantly less than 53.143 million metric tons (58.580 million short tons) of cargo it handled in 2005-06. However, the number of vessels handled at Kolkata Port during 2013-2014 was the highest among all Indian Major Ports. KoPT handled 17.1% of the total number of vessels, which worked at Indian Major Ports in 2011-2012; significant improvement over 2011-12 which was 16%. During the fiscal year 2011-2012, 3183 vessels called at KoPT.^[11]

The average turn around time per vessel was 4.18 days for Kolkata Dock System and 3.37 for Haldia Dock Complex.^{[12][13]}

Operational Indicators Kolkata Port Trust (KoPT)^{[6][12][14][15]}

Category	2014-15	2013-14	2012-13	2011-12	Unit
Number of Containers	630,094	562,020	600,426	552,241	TEUs
Import Cargo	36.25	27.42	27.02	27.97	million metric tonnes
Export Cargo	10.05	13.96	12.91	15.28	million metric tonnes
Passenger Traffic	39,552	42,514	40,349	52,239	
Number of Ships Handled	3,230	3,225	N/A	N/A	

Financial Indicators Kolkata Port Trust (KoPT)^[12]

Category	2014-15	2013-14	2012-13	2011-12	2010-11
Operating Income	₹1,867.69 crore (US\$290 million)	₹1,896.14 crore (US\$290 million)	₹1,402.20 crore (US\$210 million)	₹1,693.19 crore (US\$260 million)	₹1,607.20 crore (US\$250 million)
Operating Expenditure	₹1,936.13 crore (US\$300 million)	₹1,966.37 crore (US\$300 million)	₹1,700.42 crore (US\$260 million)	₹1,554.95 crore (US\$240 million)	₹1,463.15 crore (US\$220 million)
Net Surplus	₹-68.46 crore (US\$-10 million)	₹-70.23 crore (US\$-11 million)	₹-298.22 crore (US\$-46 million)	₹138.24 crore (US\$21 million)	₹144.05 crore (US\$22 million)

Sister ports

- [Port Metro Vancouver](#)
- [Newcastle, New South Wales](#)
- [Kobe port, Japan](#)

See also

- [Haldia Port](#)
- [Kulpi Port](#)
- [Farakka Port](#)
- [Tajpur Port](#)
- [Sagar Port](#)
- [Kolkata Eye](#)
- [Ports in West Bengal](#)
- [Ports in India](#)

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3. <https://web.archive.org/web/20130812155911/http://c/> (<https://web.archive.org/web/20130812155911/http://c/>). Archived from file:///C:/Data/Users/DefApps/APPDATA/LOCAL/Packages/UCMobileLimited.UC_6n7f2ndsr2206/LocalState/Download/22520712.pdf the original] Check |ur1= value ([help](#)) (PDF) on 12 August 2013. Missing or empty |title= ([help](#))
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External links

- [Kolkata Port Trust \(https://web.archive.org/web/20070313003421/http://www.kolkataporttrust.gov.in/index_new.html\)](https://web.archive.org/web/20070313003421/http://www.kolkataporttrust.gov.in/index_new.html)
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Budge Budge

30

Budge Budge is a city and a municipality of South 24 Parganas district in the Indian State of West Bengal. It is a neighbourhood in South West Kolkata. Budge Budge is a part of the area covered by Kolkata Metropolitan Development Authority (KMDA).^[1]

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- [Geography](#)
- [Economics](#)
- [Transport](#)
- [Demographics](#)
- [Education](#)
- [Health](#)
- [See also](#)
- [References](#)
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History

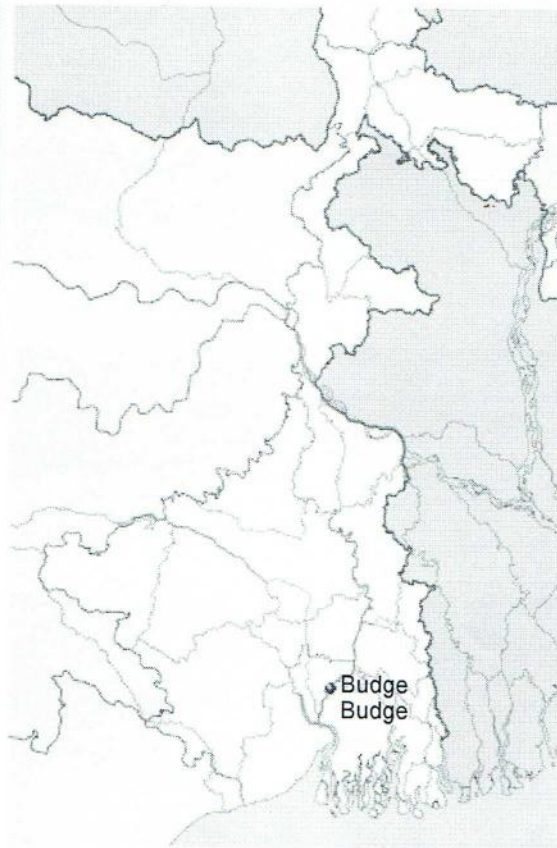
Hindu evangelist Swami Vivekananda landed at Budge Budge ferry ghat in 1897 when he returned from his Chicago visit. The anniversary is still celebrated on 19 February with great zeal. The old station from where he boarded the train to Calcutta is decorated with flowers on this day. The waiting room where he rested for a while is preserved.

A curious feature of this old city is the large number of Sikhs who live here.

Budge Budge city was the site where the ship Komagata Maru was allowed to land following its return from Vancouver. The ship was chartered by a group of Sikhs to challenge the exclusion laws enacted by Canada to restrict Indian immigration. Upon entry into the harbour, the ship was stopped by a British gunboat, and the passengers were placed under guard. The government of the British Raj saw the men on the Komagata Maru not only as self-confessed lawbreakers, but also as dangerous political agitators. When the ship docked at Budge Budge city, the police went to arrest Baba Gurdit Singh and the 20 or so other men that they saw

Budge Budge

Neighbourhood in Kolkata (Calcutta)



Location in West Bengal, India

- Show map of West Bengal
- Show map of India
- Show all

Coordinates: 22.4650°N 88.1682°E

Country	 India
State	West Bengal
District	South 24 Parganas
City	Kolkata
Established	1900
Government	
• Type	Chairman-Council
• Body	Budge Budge Municipality
Area	
• Total	9.06 km ² (3.50 sq mi)
Elevation	8 m (26 ft)
Population (2011)	
• Total	76,837
• Density	8,500/km ² (22,000/sq mi)

as leaders. He resisted arrest, a friend of his assaulted a policeman and a general riot ensued. Shots were fired and 19 of the passengers were killed. Some escaped, but the remainder were arrested and imprisoned or sent to their villages and kept under village arrest for the duration of the First World War. This incident became known as the Budge Budge Riot.

Historically the oldest people of this place were the 'Haldars' who came here to guard a fort near the bank of the River Ganges. A British writer who had come with Clive around 1740-50 chronicled this event. Maniklal was the main person at the fort and his soldiers lost to Clive's troops.

Geography

Budge Budge city is located at 22°27′54″N 88°10′06″E﻿ / ﻿22.465°N 88.168°E﻿ / 22.465; 88.168. It has an average elevation of 8 metres (26 ft).

Budge Budge city is situated in the south-western suburbs of Kolkata, on the eastern bank of the Hooghly River. Over the past few years Budge Budge city has developed considerably in terms of lifestyle and infrastructure. With the ongoing projects like Calcutta Riverside, widening of the Budge Budge Trunk (BBT) road and the starting of the 7.7 km elevated corridor from New Alipore to Batanagar,^[2] the economy of this area is expected to get a major boost.

Economics

Budge Budge owes much of its importance to the port, oil storage and jute mills. Being close to Kolkata and on the shores of Hooghly River river makes it a strategic location for oil storage and is the biggest oil storage for the metropolis Calcutta with big PSUs like Petroleum Wharves Budge Budge under Kolkata Port Trust (কলকাতা বন্দর প্রতিষ্ঠান). BPCL, HPCL, IOC having large units there. Jute mills were the biggest employers in the area till they started falling sick. Prominent among them are New Central Jute Mill and Budge Budge Jute Mills. At their height before 1971 these jute mills used to employ thousands of workers (New Central Jute Mills has been said to have employed as many as twenty thousand people) but after the partition of India and the subsequent creation of Bangladesh, supply of raw materials for these jute mills decreased. This, along with failure of trade unions lead to the closing of most of these jute mills.

The Budge Budge Thermal Power Station set up by CESC in Achipur (named after a Chinese called Achhu saheb by the locals who had established a sugar cane unit there) is a major source of electricity for Kolkata and its suburbs.

Transport

The Sealdah (South) – Budge Budge line was constructed in 1890.^[3] It is part of the Kolkata Suburban Railway system. The Tollygunge railway station on the Sealdah (South) – Budge Budge line is at the surface level over the underground Rabindra Sarobar station of Metro Railway.

In 1952 the Indian government set up a memorial to the Komagata Maru martyrs near the Budge Budge city. In 2013, the Budge Budge railway station was renamed as **Komagata Maru Budge Budge** Railway Station by the West Bengal Government.

Ferry service connects Bauria to Budge Budge.

Private Bus Routes

Languages		31
• Official	Bengali, English	
Time zone	IST (UTC+5:30)	
PIN	700137	
Telephone code	+91 33	
Vehicle registration	WB-01 to WB-10, WB-19, WB-20, WB-22, WB-22U	
Lok Sabha constituency	Diamond Harbour	
Vidhan Sabha constituency	Budge Budge	
Website	www.budgebudgemunicipality.org (http://www.budgebudge municipality.org)	

- [77 Esplanade – Achipur](#)
- [77A Esplanade – Birlapur](#)

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Mini Bus Routes

- [132 Band Stand – Budge Budge – Pujali](#)

SD Series Bus Routes

- [SD30 Taratala – Sahararhat](#)
- [SD76A Amtala – Budge Budge station](#)
- [SD81 Budge Budge – Budge Budge \(circular route\)](#)

CSTC Bus Routes

- [19 Taratala – Budge Budge](#)
- [19B Taratala – Bawali](#)
- [19S Taratala – Bisalakshmitala](#)

Demographics

As per [2011 Census of India](#), Budge Budge city had a total population of 76,837, of which 39,510 (51%) were males and 37,327 (49%) were females. Population below 6 years was 6,946. The total number of literates was 59,504 (85.14% of the population over 6 years).^[4]

The following Municipalities and Census Towns in [South 24 Parganas](#) district were part of [Kolkata Urban Agglomeration](#) in 2011 census: [Maheshtala \(M\)](#), [Joka \(CT\)](#), [Balarampur \(CT\)](#), [Chata Kalikapur \(CT\)](#), [Budge Budge \(M\)](#), [Nischintapur \(CT\)](#), [Uttar Raypur \(CT\)](#), [Pujali \(M\)](#), [Rajpur Sonarpur \(M\)](#), [Baruipur \(M\)](#) and [Jaynagar Majilpur \(M\)](#).^[5]

As of [2001 Census of India](#),^[6] Budge Budge city had a total population of 75,465. Males constitute 55% of the population and females 45%. It has an average literacy rate of 70%, higher than the national average of 59.5%; with male literacy of 75% and female literacy of 64%. 10% of the population is under 6 years of age.

The majority of the population comprises [Bengali Hindus](#) belonging to [Mahishya](#) caste. [Sunni Muslims](#) live in specific areas. [Christian](#) families live in [Hindu](#) majority localities.

Education

Apart from the century-old schools [Khariberia Vivekananda Vidhyapith \(H.S.\)](#), [Desbandhu Palli Seva Sangha Santosh Kumari Siksha Niketan High School\(Durgapur\)](#), [Budge Budge Uchcha Balika Vidyalaya](#), [Budge Budge P.K. High School](#), [Kalipur High School](#), [Sarangabad High School](#), [Jagweshwari Paathshaala](#), [Subhas Girl High School](#), [Shankpukur High School](#), several English medium schools including the [St. Stephen's School](#), [Carmel School](#) have been established. The oldest school of this locality is [Sarangabad High School](#). The school was established in 1857, the same year when [Calcutta University](#) was founded. Noted philanthropist of the locality late [Shri Anath Bandhu Mitra](#) was instrumental for converting the small village school to a large institution. [Shri Mitra](#) was also founder of [Jagweshwari Paathshaala High School](#), [Arya Rishikul School](#), [Bandhab Pathagar](#) and [Baikuntha Ashram](#). His able grandson [Dr. Ramesh Chandra Basu](#) carried the legacy and during his tenure as the secretary, [Sarangabad High School](#) had a through transformation to its present form. There is a college named [Budge Budge College](#). There is an engineering college called^[7] [Budge Budge Institute of Technology](#) (<http://www.bbit.edu.in>) ([BBIT](#)) affiliated to [West Bengal University of Technology \(W.B.U.T.\)](#) offering B.Tech & Diploma courses on various engineering streams such as [Computer Science & Engineering \(CSE\)](#), [Electronics & Communication Engineering \(ECE\)](#), [Electrical Engineering \(EE\)](#), [Mechanical Engineering \(ME\)](#) and [Civil Engineering \(CE\)](#), along with [MBA](#) course. This institute is one of the best engineering college in [Kolkata](#) and has one of the biggest college campus in [Kolkata](#). Every year the institute

organizes test-fest attended by several college students . There is also a B.B.I.T. Public School inside the college campus. Another private college, Batanagar Institute of Engineering, Management & Science (<http://biemsindia.org/>) (BIEMS), offering various technical, management and basic science programs, is also in operation. Kalipur High School was established in 1919.

Budge Budge – Maheshtala region has also an organization named as Budge Budge–Maheshtala Nature Study Centre which is a member organization of Paschim Banga Vigyan Mancha and West Bengal Mountaineers and Trekkers Confederation. Over here, each year they organize the biggest Science Fair in and around Kolkata.

Khariberia Vivekananda Vidyapith (H.S.) is in its pace to become the first standard school of the town with almost 1500 students. The institution provides ample facilities of all science laboratories, viz physics, chemistry, biology, geography, computer science and nutrition. The school is well equipped with a multi gym for the students and the staffs with a trained instructor.

In the H.S. level subjects like education, political science, philosophy, economics, geography, physics, chemistry, biology, nutrition and mathematics are taught along with bengali and english.

Health

High levels of arsenic in ground water was found in 12 blocks of the district. Water samples collected from tubewells in the affected places contained arsenic above the normal level (10 microgram a litre as specified by the World Health Organisation). The affected blocks are Baruipur, Bhangar I, Bhangar II, Bishnupur I, Bishnupur II, Basanti, Budge Budge II, Canning I, Canning II, Sonarpur, Magrahat II and Jaynagar I.^[8]

See also

- List of reduplicated place names

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External links

- [Official Facebook Page of Budge Budge \(https://www.facebook.com/bb137\)](https://www.facebook.com/bb137)
-

Retrieved from "https://en.wikipedia.org/w/index.php?title=Budge_Budge&oldid=836859087"

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[Home](#) [Sun & Moon](#) [Sunrise and sunset](#) [Kolkata](#)

 **Kolkata, West Bengal, India —
Sunrise, Sunset, and Daylength,
December 2016**



Daylight

05:10 – 17:59

12 hours, 49 minutes

Current Time: 23 Apr 2018, 01:04:09

Sun Direction: ↑ 34.19° NE

Sun Altitude: -48.78°

Sun Distance: 150.390 million km

Next Solstice: 21 Jun 2018 15:37 (Summer)

Sunrise Today: 05:10 ↑ 76° East

Sunset Today: 17:59 ↑ 284° West

EXHIBIT F

37



Time/GeneralWeatherTime ZoneDST ChangesSun & Moon
 Sun & Moon Today Sunrise & Sunset Moonrise & Moonset Moon Phases Eclipses Night Sky Beta

December 2016 — Sun in Kolkata

Month: Year:

2016	Sunrise/Sunset		Daylength		Astronomical Twilight		Nautical Twilight		Civil Twilight		Solar Noon	
	Sunrise	Sunset	Length	Difference	Start	End	Start	End	Start	End	Time	Mil. km
1	06:00 ↑ (113°)	16:51 ↑ (247°)	10:51:11	-0:35	04:40	18:10	05:08	17:43	05:35	17:15	11:25 (45.6°)	147.509
2	06:00 ↑ (114°)	16:51 ↑ (246°)	10:50:37	-0:34	04:41	18:10	05:08	17:43	05:36	17:15	11:26 (45.4°)	147.486
3	06:01 ↑ (114°)	16:51 ↑ (246°)	10:50:04	-0:32	04:42	18:10	05:09	17:43	05:37	17:15	11:26 (45.3°)	147.462
4	06:02 ↑ (114°)	16:51 ↑ (246°)	10:49:33	-0:31	04:42	18:11	05:10	17:43	05:37	17:15	11:26 (45.1°)	147.439
5	06:02 ↑ (114°)	16:51 ↑ (246°)	10:49:03	-0:29	04:43	18:11	05:10	17:43	05:38	17:16	11:27 (45.0°)	147.417
6	06:03 ↑ (114°)	16:51 ↑ (246°)	10:48:36	-0:27	04:43	18:11	05:11	17:44	05:39	17:16	11:27 (44.9°)	147.395
7	06:03 ↑ (114°)	16:52 ↑ (246°)	10:48:10	-0:26	04:44	18:11	05:11	17:44	05:39	17:16	11:28 (44.8°)	147.374

EXHIBIT F

20 16	Sunrise/Sunset		Daylength		Astronomical Twilight		Nautical Twilight		Civil Twilight		Solar Noon	
	De c	Sunrise	Sunset	Length	Difference	Start	End	Start	End	Start	End	Time
8	06:04 ↑ (114°)	16:52 ↑ (246°)	10:4 7:45	-0:24	04: 44	18: 12	05: 12	17: 4	05: 40	17: 6	11:28 (44.7°)	147. 353
9	06:05 ↑ (114°)	16:52 ↑ (245°)	10:4 7:22	-0:22	04: 45	18: 12	05: 13	17: 4	05: 40	17: 7	11:29 (44.6°)	147. 333
10	06:05 ↑ (115°)	16:52 ↑ (245°)	10:4 7:01	-0:21	04: 46	18: 12	05: 13	17: 5	05: 41	17: 7	11:29 (44.5°)	147. 314
11	06:06 ↑ (115°)	16:53 ↑ (245°)	10:4 6:42	-0:19	04: 46	18: 13	05: 14	17: 5	05: 42	17: 7	11:29 (44.4°)	147. 296
12	06:07 ↑ (115°)	16:53 ↑ (245°)	10:4 6:24	-0:17	04: 47	18: 13	05: 14	17: 5	05: 42	17: 7	11:30 (44.3°)	147. 279
13	06:07 ↑ (115°)	16:53 ↑ (245°)	10:4 6:09	-0:15	04: 47	18: 13	05: 15	17: 6	05: 43	17: 8	11:30 (44.3°)	147. 262
14	06:08 ↑ (115°)	16:54 ↑ (245°)	10:4 5:55	-0:13	04: 48	18: 14	05: 15	17: 6	05: 43	17: 8	11:31 (44.2°)	147. 247
15	06:08 ↑ (115°)	16:54 ↑ (245°)	10:4 5:42	-0:12	04: 48	18: 14	05: 16	17: 7	05: 44	17: 9	11:31 (44.1°)	147. 232
16	06:09 ↑ (115°)	16:55 ↑ (245°)	10:4 5:32	-0:10	04: 49	18: 15	05: 17	17: 7	05: 45	17: 9	11:32 (44.1°)	147. 219
17	06:10 ↑ (115°)	16:55 ↑ (245°)	10:4 5:23	-0:08	04: 50	18: 15	05: 17	17: 7	05: 45	17: 9	11:32 (44.1°)	147. 206
18	06:10 ↑ (115°)	16:55 ↑ (245°)	10:4 5:17	-0:06	04: 50	18: 15	05: 18	17: 8	05: 46	17: 0	11:33 (44.0°)	147. 195
19	06:11 ↑ (115°)	16:56 ↑ (245°)	10:4 5:12	-0:04	04: 51	18: 16	05: 18	17: 8	05: 46	17: 0	11:33 (44.0°)	147. 184
20	06:11 ↑ (115°)	16:56 ↑ (245°)	10:4 5:09	-0:03	04: 51	18: 16	05: 19	17: 9	05: 47	17: 1	11:34 (44.0°)	147. 174
21	06:12 ↑ (115°)	16:57 ↑ (245°)	10:4 5:07	-0:01	04: 52	18: 17	05: 19	17: 9	05: 47	17: 1	11:34 (44.0°)	147. 164

EXHIBIT F

2016	Sunrise/Sunset		Daylength		Astronomical Twilight		Nautical Twilight		Civil Twilight		Solar Noon	
	Sunrise	Sunset	Length	Difference	Start	End	Start	End	Start	End	Time	Mil. km
22	06:12 ↑ (115°)	16:57 ↑ (245°)	10:4 5:08	< 1s	04:52	18:17	05:20	17:50	05:48	17:22	11:35 (44.0°)	147.156
23	06:13 ↑ (115°)	16:58 ↑ (245°)	10:4 5:11	+0:02	04:53	18:18	05:20	17:50	05:48	17:22	11:35 (44.0°)	147.148
24	06:13 ↑ (115°)	16:58 ↑ (245°)	10:4 5:15	+0:04	04:53	18:18	05:21	17:51	05:49	17:23	11:36 (44.0°)	147.141
25	06:14 ↑ (115°)	16:59 ↑ (245°)	10:4 5:21	+0:06	04:54	18:19	05:21	17:51	05:49	17:23	11:36 (44.1°)	147.134
26	06:14 ↑ (115°)	17:00 ↑ (245°)	10:4 5:29	+0:07	04:54	18:20	05:22	17:52	05:50	17:24	11:37 (44.1°)	147.128
27	06:14 ↑ (115°)	17:00 ↑ (245°)	10:4 5:39	+0:09	04:54	18:20	05:22	17:53	05:50	17:25	11:37 (44.1°)	147.123
28	06:15 ↑ (115°)	17:01 ↑ (245°)	10:4 5:50	+0:11	04:55	18:21	05:22	17:53	05:50	17:25	11:38 (44.2°)	147.118
29	06:15 ↑ (115°)	17:01 ↑ (245°)	10:4 6:04	+0:13	04:55	18:21	05:23	17:54	05:51	17:26	11:38 (44.2°)	147.114
30	06:16 ↑ (115°)	17:02 ↑ (245°)	10:4 6:19	+0:15	04:56	18:22	05:23	17:54	05:51	17:26	11:39 (44.3°)	147.110
31	06:16 ↑ (115°)	17:03 ↑ (245°)	10:4 6:36	+0:16	04:56	18:22	05:24	17:55	05:51	17:27	11:39 (44.4°)	147.107

* All times are local time for Kolkata. They take into account refraction. Dates are based on the Gregorian calendar.

December Solstice (Winter Solstice) is on Wednesday, 21 December 2016, 16:14 in Kolkata. In terms of daylight, this day is 2 hours, 46 minutes shorter than on June Solstice. In most locations north of Equator, the shortest day of the year is around this date.

Why is the earliest sunset not on Winter Solstice?

Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec

Sun and Moon times today for Kolkata
 Moonrise and moonset times for Kolkata in December 2016
 Phases of the Moon for Kolkata in 2016

EXHIBIT F

What is twilight, dawn, and dusk?

What is solar noon?

Directions based on true north

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KOLKATA PORT TRUST

41

Information regarding **Bore-Tides**, period during which Mooring & Jetties are to be vacated, **bore restrictions** and other general information.

PREDICTED BORE TIDES FOR THE YEAR 2016.

Sl. No	BORE EXPECTED		No. of Days	Max. Range	MOORING AND JETTIES TO BE VACATED			Day/Night	Strength of Bore
	FROM	TO			From	To	No. of Days		
1.	10.01.16	13.01.16	3½	4.19	P.M. 11 th	P.M. 12 th	1½	Night	Moderate
2.	08.02.16	13.02.16	5½	4.69	PM 8 th	A.M. 13 th	5	Day/Night	Heavy
3.	07.03.16	13.03.16	6½	4.97	A.M. 8 th	P.M. 13 th	6	Day/Night	Heavy
4.	05.04.16	11.04.16	6½	5.19	AM 6 th	PM 11 th	6	Day/Night	Heavy
5.	23.04.16	24.04.16	1½	4.01	-	-	-	Day	Slight
6.	05.05.16	10.05.16	6	5.11	AM 5 th	PM 10 th	6	Day/Night	Heavy
7.	22.05.16	24.05.16	2½	4.14	-	-	-	Day	Slight
8.	03.06.16	08.06.16	5½	4.71	AM 3 rd	AM 8 th	5½	Day/Night	Heavy
9.	21.06.16	23.06.16	2½	4.08	-	-	-	Day	Slight
10.	02.07.16	07.07.16	5½	4.48	AM 3 rd	AM 6 th	4½	Day	Heavy
11.	19.07.16	24.07.16	6	4.46	AM 20 th	AM 23 rd	3½	Day/Night	Heavy
12.	01.08.16	05.08.16	4½	4.40	AM 2 nd	AM 5 th	3½	Day	Heavy
13.	17.08.16	23.08.16	7	4.90	AM 18 th	AM 23 rd	5½	Day/Night	Heavy
14.	31.08.16	03.09.16	4	4.12	-	-	-	Day/Night	Slight
15.	15.09.16	21.09.16	6½	4.98	AM 16 th	AM 21 st	5½	Day/Night	Heavy
16.	14.10.16	20.10.16	6	5.15	AM 15 th	AM 20 th	5½	Day/Night	Heavy
17.	12.11.16	17.11.16	5½	4.90	AM 13 th	PM 17 th	5	Day/Night	Heavy
18.	12.12.16	16.12.16	4	4.43	AM 13 th	PM 15 th	3	Night	Heavy
Total days			89				70		

GENERAL INFORMATION**Max-Length (OA) & Breadth of vessels acceptable at Kolkata / Baj Bai****KPD** K.P. Docks 157m x 21.35m (515' x 70')

No.1 KPDD 155.45m x 19.50m (510' x 64'), No.2 KPDD 153.90m x 19.50m (505' x 64')
No.3 KPDD 102.10m x 14.70m (335' x 48')

NSD N.S. Docks 172m x 24.30m (565' x 80')

No.1 NSDD 172m x 22.90m (565' x 75'), No.2 NSDD 172m x 22.90m (565' x 75')

BAJ BAJ : 189m x 26.2m (620' x 86') with effect from 01/02/2016

Operational offices at KPD, NSD and Tuckta Ghat maintaining V.H.F. Watch on channel 12 for KPD/ NSD and Channel 13 for Tuckta Ghat and Channel 12 for Dy. Harbour Master (Port & river). Messages are exchanged as per agreed channel after contact.

The **Emergency caisson** is likely to be scuttled at KPD during tides rising above 6.8m. The dates will be conveyed later. The shipping movements through KPD Lock will be affected on those dates.

BORE RESTRICTIONS.

- Vessels, which cannot be held in the Port during bore period must be in readiness to proceed out and remain at Sand heads till berths are available (By-Law 14A).
- VPP vessels not acceptable in Moorings including at Baj Bai.

Date.

(A. AHMED)
Harbour Master (Port)

cc.: D.M.D / T. M / C. M. E for information please.

cc.: H.M (R) / Dy. H.M (P) / C.H / S.D & D.S / M. M / A.H.M, BAJ BAJ for information please.

cc.: All Shipping Agents.

EXHIBIT H

42

ATLANTIC SHIPPING PVT. LTD.

46A Pandit Madan Mohan Malvia Sarani, Chakraberia Road (N) Kolkata – 700020
Phone: (033) 3058 0090/91/92/93, Fax (033)60580094

Date: 08 /12/16

The Asstt. Commissioner of Customs (Import Noting)
Customs House
Kolkata

M.T. "LADY SINA" VOY. NO. 28

IMP. ROT.2153071/16 DATED- 07.12.16

Dear Sir,

We would request you to kindly accept the cargo Manifest for the above Vessel from Singapore to Budge Budge, Kolkata and assigns us ROTATION NUMBER in anticipation of the Vessel's arrival.

The Above Vessel is expected to arrive here on or about **10.12.2016**

As required under C.B.R. Notice No. 200 dated 14th September, 1967, we undertake to produce the following documents within 24 hours after arrival of the vessel:

1. Master's authorization Letter
2. 2 Copies of the Store List Duly signed by the Master
3. Such Other document as may be demanded by the Commissioner of Customs.

Thanking you.

Yours faithfully,

For ATLANTIC SHIPPING PVT LTD.

As Agents



Encl: as above

Standing G'tee file No S31-267/95IMP

Dated 24.02.2011 Valid Upto 08.03.2017.

EXHIBIT H

43

FROM I
GENERAL DECLARATION
(See Regulation 3)

Name of Shipping Line etc M/S ATLANTIC SHIPPING PVT. LTD

PORT OF ARRIVAL – BUDGE BUDGE Page No 1

Position of vessel: BBJ.8 ROTATION. NO. 2153071/16 YEAR: 2016

This column can be filled in
(By the department after the
Arrival of the vessel)

DATE AND TIME OF ARRIVAL

- | | |
|--|--|
| 1. Name of the Vessel: | M.T. "LADY SINA" VOY.28 |
| 2. Nationality: | MARSHALL ISLANDS |
| 3. Tonnage: | Gross:8539, Net:4117 |
| 4. Name of the Master : | CAPT. PERUMAL THANIGAIVEL |
| 5. Nationality of the Master: | |
| 6. Name and address of Ship's Agent: | M/S ATLANTIC SHIPPING PVT. LTD.
46A, P.M.M.M. SARANI, KOL- 20 |
| 7. Ports called during present voyage: | KAKINADA |
| 8. Number of Crew: | |
| 9. Number of Passenger: | |
| 10. Document attached: | (i) Cargo Declaration in form II
(ii) Crew List
(iii) Vessel's Store List in form III
(iv) Passenger List
(v) A list in form iv of private
Property in the possession
Of the Master, Officer & Crew.
(vi) maritime declaration
of the Health |

The general and Cargo declaration contain Page

FOR OFFICE USE

IMPORT MANIFEST DELIVERED

I/ We do hereby declare that the cargo declaration

UNDER SECTION 30(I) OF THE CUSTOMS ACT

contain a full and true account of the

particulars of the 1962 ON ENTRY INWARDS PERMITTED ON

particulars of the

goods (imported in the vessel) and all

the

particulars furnished in his manifest and document

Submitted with it are true to the best of my/ our
knowledge.

PROPER OFFICER

The Vessel's store list will be filled within twenty four
Hours of the arrival of the vessel at the port.

MANIFEST CLOSED ON

No imported goods have been unloaded or delivered out of
this vessel since her departure from the last port of call.

SUPDT./MCD

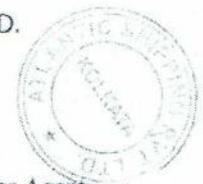
I/We request permission for entry inwards of the
vessel

Dated- 08.12 .2016

For. ATLANTIC SHIPPING PVT. LTD.

Agents,

Signature of person – in Charge of the Vessel, or Agent.



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FORM-11

CARGO DECLARATION
SEE REGULATION 3

Name of Shipping Line, Agent Etc.: ATLANTIC SHIPPING PVT. LTD.

Name of the Ship: MT LADY SINA Voyage No.: 28

Nationality of the Ship: MARSHALL ISLANDS

Name of Master: CAPT. FERDINAND THANNIGAVEL
Rotation No.: 2153071/16 Date: 07.12.16

Line No	Bill of Lading No. & Date	Number & Kinds of Packages	Marks and Numbers	Gross Weight	Description of Goods	Name of Consignee / Importer	Date of Presentation of Bill of Entry	Name of the Custom House Agent	Cash Deposit No. W.R. No.	No of Packages on which duty collected or warehoused	To be filled by Port Trust Number of packages discharged	Remarks
---------	---------------------------	----------------------------	-------------------	--------------	----------------------	------------------------------	---------------------------------------	--------------------------------	---------------------------	--	--	---------

CARGO LOADED FROM KUMAL, INDONESIA TO BE DISCHARGED AT BUDGE BUDGE, KOLKATA

250,000 MTS

CRUDE PALM OIL (EDIBLE GRADE) IN BULK

TO THE ORDER OF PUNJAB NATIONAL BANK (MALL ROAD BRANCH) KANPUR INDIA

IC

CARGO LOADED FROM KUMAL, INDONESIA TO BE DISCHARGED AT BUDGE BUDGE, KOLKATA

250,000 MTS

CRUDE PALM OIL (EDIBLE GRADE) IN BULK

TO THE ORDER OF PUNJAB NATIONAL BANK (MALL ROAD BRANCH) KANPUR INDIA

IC

CARGO LOADED FROM KUMAL, INDONESIA TO BE DISCHARGED AT BUDGE BUDGE, KOLKATA

250,000 MTS

CRUDE PALM OIL (EDIBLE GRADE) IN BULK

TO THE ORDER OF PUNJAB NATIONAL BANK (MALL ROAD BRANCH) KANPUR INDIA

IC

CARGO LOADED FROM KUMAL, INDONESIA TO BE DISCHARGED AT BUDGE BUDGE, KOLKATA

250,000 MTS

CRUDE PALM OIL (EDIBLE GRADE) IN BULK

TO THE ORDER OF PUNJAB NATIONAL BANK (MALL ROAD BRANCH) KANPUR INDIA

IC

CARGO LOADED FROM KUMAL, INDONESIA TO BE DISCHARGED AT BUDGE BUDGE, KOLKATA

250,000 MTS

CRUDE PALM OIL (EDIBLE GRADE) IN BULK

TO THE ORDER OF PUNJAB NATIONAL BANK (MALL ROAD BRANCH) KANPUR INDIA

IC

INITIATED 2153071/16 07/12/16
08.12.16 15.20 HRS

P/E only be acceptable please
Date: 07/12/16

Signature: [Handwritten Signature]

55

EXHIBIT H

FORM-11

CARGO DECLARATION
SEE REGULATION 3

Name of Shipping Line, Agent Etc.: ATLANTIC SHIPPING PVT. LTD.
Name of the Ship: MT LADY SINA Voyage No.: 28
Nationality of the Ship: MANKSHAL ISLANDS
KOLKATA DISCHARGE INDIA CARGO

Name of Master: CAPT PERUMAL THANGAVEL
Rotation No.: 2153071/16 Date: 07.12.16

Line No	Bill of Lading No. & Date	Number & Kinds of Packages	Marks and Numbers	Gross Weight	Description of Goods	Name of Consignee / Importer	Date of Presentation of Bill of Entry	Name of the Custom House Agent	Carry W.R. No.	No of packages on which duty warehoused	To be filed by Port Trust Number of packages discharged	Remarks
CARGO LOADED FROM KUMAL/INDONESIA TO BE DISCHARGED AT BUDGE BUDGE, KOLKATA												
01	KVG/KEPL-01 28-Nov-16	1 BLX	N/M	250,000 MTS	GRADE PALM OIL (EDIBLE GRADE) IN BULK	TO THE ORDER OF PUNJAB NATIONAL BANK (MALL ROAD BRANCH) KANPUR INDIA Notified Party: KANPUR EDIBLES PVT LTD 51/55-A SHAKKAR PATTI KANPUR-208001, UP, INDIA						
CARGO LOADED FROM KUMAL/INDONESIA TO BE DISCHARGED AT BUDGE BUDGE, KOLKATA												
02	KVG/KEPL-02 28-Nov-16	1 BLX	N/M	250,000 MTS	GRADE PALM OIL (EDIBLE GRADE) IN BULK	TO THE ORDER OF PUNJAB NATIONAL BANK (MALL ROAD BRANCH) KANPUR INDIA Notified Party: KANPUR EDIBLES PVT LTD 51/55-A SHAKKAR PATTI KANPUR-208001, UP, INDIA						
CARGO LOADED FROM KUMAL/INDONESIA TO BE DISCHARGED AT BUDGE BUDGE, KOLKATA												
03	KVG/KEPL-03 28-Nov-16	1 BLX	N/M	250,000 MTS	GRADE PALM OIL (EDIBLE GRADE) IN BULK	TO THE ORDER OF PUNJAB NATIONAL BANK (MALL ROAD BRANCH) KANPUR INDIA Notified Party: KANPUR EDIBLES PVT LTD 51/55-A SHAKKAR PATTI KANPUR-208001, UP, INDIA						
CARGO LOADED FROM KUMAL/INDONESIA TO BE DISCHARGED AT BUDGE BUDGE, KOLKATA												
04	KVG/KEPL-04 28-Nov-16	1 BLX	N/M	250,000 MTS	GRADE PALM OIL (EDIBLE GRADE) IN BULK	TO THE ORDER OF PUNJAB NATIONAL BANK (MALL ROAD BRANCH) KANPUR INDIA Notified Party: KANPUR EDIBLES PVT LTD 51/55-A SHAKKAR PATTI KANPUR-208001, UP, INDIA						
CARGO LOADED FROM KUMAL/INDONESIA TO BE DISCHARGED AT BUDGE BUDGE, KOLKATA												
05	KVG/KEPL-05 28-Nov-16	1 BLX	N/M	250,000 MTS	GRADE PALM OIL (EDIBLE GRADE) IN BULK	TO THE ORDER OF PUNJAB NATIONAL BANK (MALL ROAD BRANCH) KANPUR INDIA						

INITIATED 2153071/16 07/12/16
DATE OF ENTRY 08.12.16 15:20 HRS

P/E only be accepted please

OK
09/12/16

7/91

Demurrage - Vessel delayed by bad weather after arrival at loading port

The vessel was delayed by bad weather after arrival at the loading port. Clause 6 of the Tanker Motor Vessel Voyage form charter provided that the ship was to "load . . . at a place or at a dock or alongside lighters reachable on her arrival, which shall be indicated by charterers . . ." and by clause 7 the laytime was to "commence from the time the vessel is ready to receive . . . her cargo, the Captain giving six hours' notice to the charterers' agents, berth or no berth". Typewritten clause 28 read:

Any time used in waiting for daylight, normal tide conditions, bad weather or port services such as pilotage and towage shall not count as laytime at ports of loading and discharging.

Typewritten clause 46 incorporated an addition to printed clause 9 reading:

Neither owners nor charterers shall be responsible if, in the event of strikes of workmen, lock-out, riots or floods or any accident or cause beyond the control of either party, loading or unloading of the vessel is delayed, prevented or interrupted. In such circumstances, laytime will not commence, or if commenced, will not continue until the cause of the interruption or delay is removed.

The shipowners contended that the charterers were in breach of their obligation under clause 6 and were accordingly not entitled to rely on either clause 28 or clause 46. The charterers said that the present case was not like *The Laura Prima* [1982] 1 Lloyd's Rep. 1, which was concerned with the effect, if any, to be given to the exception in the last sentence of clause 6 in the charter there under consideration, an exception which did not appear in the present case. Based on the decision in *The Delian Spirit* [1979] 2 Lloyd's Rep. 179 the charterers contended that even when in breach of their "reachable on arrival" obligation, in computing damages they were entitled to the whole of the available laytime, including any exceptions.

Held, that the charterers' argument was correct. The charterers were entitled to the benefit of the bad weather exception in clause 28 (or, if necessary, the general exceptions in clause 46) and were accordingly entitled to succeed on that issue.