

**4th NATIONAL LAW UNIVERSITY ODISHA
INTERNATIONAL MARITIME ARBITRATION MOOT, 2017**

31st March TO 2nd APRIL, 2017



MOOT PROPOSITION*

* The moot proposition has been drafted by Mr. Aditya Krishnamurthy (Associate Partner) Bose & Mitra & Co., and Mr. Rishabh Saxena (Junior Associate) Bose & Mitra & Co. The participants or their affiliates are barred from approaching the Drafters and Bose & Mitra & Co. for any kind of assistance regarding this competition. Any contact shall lead to immediate disqualification of the concerned team.

Atlantis Shipping Pte Ltd

06.11.2012

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Subject: Tender No. H/OP/SPXX/168/653/12-13 dated 27.09.2012 - M.V. Pequod – Time charter – Reg
Ref : Offer submitted on 25.10.2012

Kind Attention: - Mr. Ishmael – Manager (Operations)

Dear Sir,

We refer to your letter no H/OP/SPXX/168/653/12-13-S1 dated 02.11.2012 and our telephonic conversation of today morning on the charter hire rate of M.V. Pequod. We are pleased to confirm our acceptance of M.V. Pequod at a charter hire rate of INR 696,800/- (Rupees six lakhs ninety six thousand and eight hundred only) per day including overtime plus 12.36 % Tax.

We request you to kindly confirm the fixture at the earliest.

Thanking you,

Yours faithfully,

For Atlantis Shipping Pte Ltd
Ahab
General Manager (Operations & Commercial)

Atlantis Shipping Pte Ltd

06.11.2012

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Kind Attention: - Mr. Ishmael – Manager (Operations)

Subject: M.V. Pequod – Time charter – Request for extension of
validity - Reg

Ref: Offer received on 25.10.2012

Dear Sir,

We refer to your letter no H/OP/SPXX/168/653/12-13-S1 dated 02.11.2012 on the subject and as requested we are pleased to extend the validity of offer upto 09.11.2012.

Thanking you,

Yours faithfully,

For Atlantis Shipping Pte Ltd
Ahab
General Manager (Operations & Commercial)

Atlantis Shipping Pte Ltd

09.11.2012

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Kind Attention: - Mr. Ishmael – Manager (Operations)

Subject: M.V. Pequod – Time charter – Request for extension of
validity - Reg

Ref: Offer received on 25.10.2012

Dear Sir,

We refer to your letter no H/OP/SPXX/168/653/12-13-S1 dated 09.11.2012 on the subject and as requested we are pleased to extend the validity of the offer upto 15.11.2012.

Thanking you,

Yours faithfully,

For Atlantis Shipping Pte Ltd
Ahab
General Manager (Operations & Commercial)

Atlantis Shipping Pte Ltd

10.11.2012

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Subject: Tender No. H/OP/SPXX/168/653/12-13 dated 27.09.2012 - M.V. Pequod – Time charter – Reg
Ref : MV Pequod Itinerary

Kind Attention: - Mr. Ishmael – Manager (Operations)

Dear Sir,

Please note MV Pequod is loading in Port of Singapore and expected to complete and sail out either on 11.11.2012 pm or on 12.11.2012 am AGW, WP, UCAE. Accordingly, vessel's ETA Verus / Pamplona will be on 18.11.2012 AGW, WP, UCAE and should be ready to deliver to HSL by 20.11.2012, AGW, WP, UCAE.

Above itinerary is based on the present loading schedule of the vessel.

Thanking you,

Yours faithfully,

For Atlantis Shipping Pte Ltd
Ahab
General Manager (Operations & Commercial)

Atlantis Shipping Pte Ltd

15.11.2012

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Kind Attention: - Mr. Ishmael – Manager (Operations)

Subject: M.V. Pequod – Time charter – Request for extension of
validity - Reg

Ref: Offer received on 25.10.2012

2) Your E-mail dt 05.11.2012

3) Your E-Mail dt 09.11.2012

Dear Sir,

We refer to your letter no H/OP/SPXX/168/653/12-13-S1 dated 15.11.2012 on the subject and as requested we are pleased to extend the validity of offer upto 16.11.2012.

Thanking you,

Yours faithfully,

For Atlantis Shipping Pte Ltd
Ahab
General Manager (Operations & Commercial)

Atlantis Shipping Pte Ltd

19.11.2012

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Subject: Tender No. H/OP/SPXX/168/653/12-13 dated 27.09.2012 -M.V. Pequod – Time charter
– Reg MV Pequod Itinerary

Ref: 1) Offer received on 25.10.2012

2) HSL's Confirmation letter for MV Pequod dated 16.11.2012

Dear Sir,

We refer to your letter no H/OP/SPXX/168/653/12-13-S1 on the subject and please note due to poor feeding of cargo and bad weather loading operation was abnormally delayed in MV Pequod at Port of Singapore. However, present update final trimming is in progress and vessel is expected to sail out today (19.11.2012) pm hrs. Accordingly, vessel's ETA Verus / Pamplona will be on 27.11.2012 and should be ready for delivery to HSL on or around 30.11.2012, AGW, WP, UCAE.

We solicit your kind understanding and co-operation.

Thanking you,

Yours faithfully,

For Atlantis Shipping Pte Ltd
Ahab
General Manager (Operations & Commercial)

Atlantis Shipping Pte Ltd

26.11.2012

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Subject: Tender No. H/OP/SPXX/168/653/12-13 dated 27.09.2012 - M.V. Pequod – Time charter – Reg
Ref : MV Pequod Itinerary

Kind Attention: - Mr. Ishmael – Manager (Operations)

Dear Sir,

Please note below latest itinerary of MV Pequod

ETA Kant 30.11.2012 PM
ETB Kant 30.11.2012 PM on arrival
ETC/D Kant 03.12.2012
ETA Turan 04.12.2012

Basis Turan, MV Pequod should be ready for delivery to HSL by 04.12.2012, AGW, WP, UCAE

We solicit your kind understanding and co-operation.

Thanking you,

Yours faithfully,

For Atlantis Shipping Pte Ltd
Ahab
General Manager (Operations & Commercial)

Atlantis Shipping Pte Ltd

30.11.2012

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Subject: Tender No. H/OP/SPXX/168/653/12-13 dated 27.09.2012 - M.V. Pequod – Time charter – Reg
Ref : MV Pequod Itinerary

Kind Attention: - Mr. Ishmael – Manager (Operations)

Dear Sir,

We are pleased to inform you that MV Pequod is arriving Kant late pm today (30.11.2012) and is expected to berth within a day. As per present outlook vessel's ETC/D Kant is 04.12.2012.

Basis Turan, MV Pequod should be ready for delivery to HSL by 06.12.2012, AGW, WP, UCAE

We solicit your kind understanding and co-operation and shall keep you duly updated on the progress.

Thanking you,

Yours faithfully,

For Atlantis Shipping Pte Ltd
Ahab
General Manager (Operations & Commercial)

Atlantis Shipping Pte Ltd

03.12.2012

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Subject: Tender No. H/OP/SPXX/168/653/12-13 dated 27.09.2012 - M.V. Pequod – Time charter – Reg
Ref : MV Pequod Itinerary

Kind Attention: - Mr. Ishmael – Manager (Operations)

Dear Sir,

Please note MV Pequod till today morning 0600 hrs It has discharged 22644 mt of coal cargo and balance to discharge is 32356 mt. As per present outlook vessel's ETC/D Kant is 05.12.2012.

Basis Turan, MV Pequod should be ready for delivery to HSL by 06.12.2012, AGW, WP, UCAE

We solicit your kind understanding and co-operation and shall keep you duly updated on the progress.

Thanking you,

Yours faithfully,

For Atlantis Shipping Pte Ltd
Ahab
General Manager (Operations & Commercial)

Atlantis Shipping Pte Ltd

04.12.2012

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Subject: Tender No. H/OP/SPXX/168/653/12-13 dated 27.09.2012 - M.V. Pequod – Time charter – Reg
Ref : MV Pequod Itinerary

Kind Attention: - Mr. Ishmael – Manager (Operations)

Dear Sir,

Please note MV Pequod till today morning 0600 hrs It has discharged 33250 mt of coal cargo (in last 24 hours there was no work for 2 hours due to rain) and balance to discharge is 21750 mt. As per present outlook vessel's ETC/D Kant is 05.12.2012.

Basis Turan, MV Pequod should be ready for delivery to HSL by 06.12.2012, AGW, WP, UCAE.

We solicit your kind understanding and co-operation and shall keep you duly updated on the progress.

Thanking you,

Yours faithfully,

For Atlantis Shipping Pte Ltd
Ahab
General Manager (Operations & Commercial)

Atlantis Shipping Pte Ltd

05.12.2012

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Subject: Tender No. H/OP/SPXX/168/653/12-13 dated 27.09.2012 - M.V. Pequod – Time charter – Reg
Ref : MV Pequod Itinerary

Kind Attention: - Mr. Ishmael – Manager (Operations)

Dear Sir,

Please note MV Pequod till today morning 0600 hrs It has discharged 43350 mt of coal cargo and balance to discharge is 11650 mt. As per present outlook vessel's ETC/D Kant is 06.12.2012 am

Basis Turan, MV Pequod should be ready for delivery to HSL by 07.12.2012 am, AGW, WP, UCAE.

We solicit your kind understanding and co-operation and shall keep you duly updated on the progress.

Thanking you,

Yours faithfully,

For Atlantis Shipping Pte Ltd
Ahab
General Manager (Operations & Commercial)

Atlantis Shipping Pte Ltd

06.12.2012

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Subject: Tender No. H/OP/SPXX/168/653/12-13 dated 27.09.2012 - M.V. Pequod – Time charter – Reg
Ref : MV Pequod Itinerary

Kind Attention: - Mr. Ishmael – Manager (Operations)

Dear Sir,

Please note MV Pequod till today morning 0600 hrs It has discharged 50812 mt of coal cargo and balance to discharge is 4188 mt. As per present outlook vessel's ETC/D Kant is 06.12.2012 pm

Basis Turan, MV Pequod should be ready for delivery to HSL by 07.12.2012 pm, AGW, WP, UCAE.

We solicit your kind understanding and co-operation and shall keep you duly updated on the progress.

Thanking you,

Yours faithfully,

For Atlantis Shipping Pte Ltd
Ahab
General Manager (Operations & Commercial)

Atlantis Shipping Pte Ltd

07.12.2012

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Subject: Tender No. H/OP/SPXX/168/653/12-13 dated 27.09.2012 - M.V. Pequod – Time charter – Reg
Ref : MV Pequod Itinerary

Kind Attention: - Mr. Ishmael – Manager (Operations)

Dear Sir,

Please note MV Pequod has sailed from Kant and is arriving Turan on 08.12.2012 am.

Basis Turan, MV Pequod should be ready for delivery to HSL by 08.12.2012 am, AGW, WP, UCAE.

We solicit your kind understanding and co-operation.

Thanking you,

Yours faithfully,

For Atlantis Shipping Pte Ltd
Ahab
General Manager (Operations & Commercial)

Notes of the Meeting

12.11.2013

Parties present:

1. Mr. Ishmael, Manager (Operations), Hindustan Shipping Limited
2. Mr. Ahab, General Manager (Operations & Commercial) Atlantis Shipping Pte Ltd

Duration: 2 hours 12 minutes

Matter in issue: The collision of the vessel MV Pequod with an old sunk vessel in the port of Zanpar

This meeting was called into effect by both the parties in lieu of the events of the past few days. The two individuals represented their respective contracting parties and discussed at length the issues involved in the collision that took place in the Port of Zanpar. During the meeting, the point of the banned cargo of Adamantium having been transported in the last days of the Charter also came up.

While the issue of collision ended in a complete deadlock, the issue with respect to the transportation of banned cargo of Adamantium also could not be resolved. Mr. Ishmael stated that in a prior meeting between the two individuals, Mr Ahab had agreed verbally that both grades of Adamantium could be transported through MV Pequod thereby varying the charter party accordingly. While Mr. Ahab doesn't refute that the issue had been brought to his notice by Mr. Ishmael, he was of the view, that he interpreted the query as only a question and not a permission and thus there was no varying of contract and while MV Pequod could carry the cargo of Adamantium, such a permission was not sought and thereby not given to HSL. As per Mr. Ahab, there had been no varying of contract with respect to this point and thus the Charterers carriage of Adamantium Grade I was in breach of the terms of the Charter party. Mr. Ishmael, however, has a different take on the whole issue and he states that in the last meeting which incidentally was during the currency of the last month of the charter party, he specifically asked for whether HSL could carry Adamantium and that too for the sole purpose of doing so before the charter party ran out and to save on paper work which would have taken a longer time. As per him, Mr. Ahab understood this urgency and thus gave the verbal go-ahead for the same.

End

Hindustan Shipping Limited
(A Government Enterprise)

HSL/OPS/ASPL/126/13-14
08 February 2014

To,
Atlantis Shipping Pte Ltd
6 Raffles Center,
Raffles Avenue,
Singapore

Sub: Final Consolidated Statement of Account for MV Pequod CP dated 11.12.2012 – charter hire advance payment Reg.

Dear Sir,

We write pursuant to our discussions regarding Statement of Account and settling of bills. Please find enclosed along with this letter the detailed consolidated statement of accounts for the charter hire period from 11.12.2012 (0230 hours) to 11.12.2013 (1945 hours).

As you will note that certain deductions have been made, two of which need to be highlighted for your notice.

1. Deductions of INR 25,67,491 has been made in respect of charter hire paid to other vessels who could not berth owing to extended stay of your vessel MV Pequod on the berth due to its defective cranes/cargo gear. It needs to be pointed out that apart from delay of cargo operations, we had to incur significant costs which have to be recovered from you.
2. A nominal deduction of INR 10,00,000 subject to quantification of liquidated damages in respect of delay in delivery of the vessel.

We look forward to hearing from you.

P.S. – Pursuant to your last conversation with my office, you can get in touch with me directly for this matter. Please call the office operator and call for Ishmael.

Thanking you,
Ishmael
Manager (Operations)

Atlantis Shipping Pte Ltd

18.02.2014

Ref No.: OPS/HSL/13-14/2035

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Sub: MV Pequod C/P dated 11.12.2012 – Final Statement of Accounts

Kind Attention: - Mr. Ishmael – Manager (Operations)

Dear Sir,

This is with reference to your letter no HSL/OPS/ASPL/126/13-14 dated 08.02.2014 covering the period from 0230/11.12.2012 to 1945/11.12.2013. We note that you have made various deductions totaling to the sum of INR 4,52,97,895 from the advance charter hire payment. The said deductions include a deduction in the sum of INR 25,67,491 in respect of charter hire paid to other vessels which had to wait owing to extended stay of MV Pequod at the berth. Please take note that we do not agree to any of the deductions, and hereby formally dispute all of such deductions. Please also note that after a perusal the detailed reports, at no point of time was there complete stoppage of cargo operations as at any given point of time at least one crane was functional.

In particular, the deduction in respect of the charter hire allegedly paid to other vessels is contrary to the terms of the CP and has no legal or factual basis whatsoever.

Pending the discussions on the deductions other than the deductions for the extended stay and alleged payment to waiting vessels, Owners hereby request Charterers to refund, in the first instance, the entire deducted amount of INR 25,67,491 at the earliest.

Thanking you,

Yours Sincerely,

For Atlantis Shipping Pte Ltd
Ahab
General Manager (Operations & Commercial)

Atlantis Shipping Pte Ltd

15.05.2014

Ref No.: OPS/HSL/13-14/3000

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Sub: MV Pequod C/P dated 11.12.2012 – Final Statement of Accounts

Kind Attention: - Mr. Ishmael – Manager (Operations)

Dear Sir,

With respect to our letter no. OPS/HSL/13-14/2035 dated 18.02.2014, we request you to kindly consider our reply and reverse the deduction in our favour. We earnestly await your favorable response.

Assuring you of our best services.

Thanking you,

Yours Sincerely,

For Atlantis Shipping Pte Ltd
Ahab
General Manager (Operations & Commercial)

Atlantis Shipping Pte Ltd

25.04.2016

Ref No.: OPS/HSL/15-16/1589

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Sub: MV Pequod C/P dated 11.12.2012 – Damage to Hull and consequent Oil Spill – Breach of Port Safety Warranty by HSL – Port Owners and Operators

Kind Attention: - Mr. Ishmael – Manager (Operations)

Dear Sir,

We write in reference to the incident that occurred during the second last voyage undertaken by MV Pequod as per your instructions to the new port of Zanpar. For your convenience, we encapsulate the facts in brief. On 25.10.2013, the Vessel started moving towards the berth from the anchorage as per your instructions and on the approach, the hull of the vessel collided with an old sunk vessel lying on the path to the approach to the berth. As a consequence of the same, the hull of the MV Pequod suffered damage and one of the pipes carrying vessel fuel burst open spilling oil into the pristine waters of Eden. After conducting detailed studies on the cause of the accident and having spent considerable sums on the rehabilitation of the fishermen and restoration of the local fauna around the area, we are of the firm opinion that the fault for the accident lies squarely with HSL as they were in breach of their obligation of port safety. In addition to the Charter party terms, such an obligation stands implied in such contractual relationships and thus we believe that both the parties should enter into discussions as to how the claim amount is to be quantified and paid to the Owners.

Look forward to hearing from you,

Yours faithfully,

For Atlantis Shipping Pte Ltd
Ahab
General Manager (Operations & Commercial)

Hindustan Shipping Limited
(A Government Enterprise)

HSL/OPS/ASPL/126/13-14
10 May 2016

To,
Atlantis Shipping Pte Ltd
6 Raffles Center,
Raffles Avenue,
Singapore

Sub: MV Pequod C/P dated 11.12.2012 – Damage to Hull and consequent Oil Spill
Kind Attention: - Mr. Ahab– General Manager (Operations & Commercial)

Dear Sir,

We refer to your letter no OPS/HSL/15-16/1589 dated 25 April 2016 and reject all the points stated therein. We stress that at the said Port, the outer anchorage area does not fall within the geographical and legal limits of the Port. We further remind you of our exchange wherein we had recommended Capt. John Starbuck who's been associated with HSL and has navigated those waters to be in command of the Vessel, but you waived the same in favour of your Master, Capt. Dave Starbuck. We also refer to the Charter party in question, a mere perusal of which shows the lack of any such obligation. On account of the fact that there is no provision for the same in the Charter party, there is no point in entering into discussions over this issue.

Warm regards,

Ishmael
Manager (Operations)

Atlantis Shipping Pte Ltd

08.12.2016

Ref No.: OPS/HSL/16-17/0183

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Sub: MV Pequod C/P dated 11.12.2012 – Commencement of Arbitration

Kind Attention: - Mr. Ishmael – Manager (Operations)

Dear Sir,

We write this letter to apprise you of our intention to commence arbitration as per the CP for the various contentious issues that has cropped up between the parties. We hereby nominate Mr. Moby Johnson to be our arbitrator in the captioned arbitrator. We look forward to receiving the nomination of arbitrator from your side so that the arbitral tribunal can be formed at the earliest.

Warm regards,

Yours Sincerely,

For Atlantis Shipping Pte Ltd
Ahab
General Manager (Operations & Commercial)

Hindustan Shipping Limited

10.12.2016

Ref No.: HSL/OPS/ASPL/116/16-17

To,
Hindustan Shipping Limited
432, HSL Building,
Bandra Kurla Complex,
Mumbai – 400 001

Sub: MV Pequod C/P dated 11.12.2012 – Commencement of Arbitration

Kind Attention: - Mr. Ishmael – Manager (Operations)

Dear Sir,

We write in reference to your letter no OPS/HSL/16-17/0183 dated 08.12.2016 and in lieu of the same appoint Mr. Dick Nicholson as our arbitrator for the captioned matter.

Thanking you,

For Hindustan Shipping Limited,
Ishmael
Manager (Operations)

T Daily Time`

29 JAN 2017

Government clears Foreign Company in the Eden Oil Spill

By ERIC BANA

The last phase of litigation for the oil spill caused by the vessel MV Pequod in the port of Eden in 2014 has come to an end with Atlantis Shipping getting a clean chit on all counts by various regulatory authorities. It is interesting to note that not only the authorities but the local NGOs also commended the swift actions of the Company. While, the report of the Commission has not implicated anyone, the concerned Minister quipped that the Port Managers may have been at fault for their negligence to remove the sunk vessel. He however shied of holding the Port liable for the spill.



Reuters

International Moose Count Underway

By BOB O'BOBSTON

The UN-sponsored International Moose Census got off to a ying start today with hopes for an increase in the worldwide moose population compared to last year's disappointing

figures. Among the traditional early reporters were Egypt, returning figures of six moose, a twenty percent increase on 2011's figures of two, and Uruguay whose moose population re-mains stable at eleven.

According to Robbie McRobson, head of the UN Moose Preservation Council, worldwide moose numbers are expected to grow markedly on last year due to the traditional moose strongholds of Canada and the United States, with the larger developing moose ecologies also poised to make gains. The largest percentage increase in moose will likely come from China", says McRobson, "The Chinese government has invested heavily in moose infrastructure over the past decade, and their commitment to macrofauna is beginning to pay dividends". Since 2004 China has expanded moose pasture from 1.5% of arable land to nearly 3.648% and moose numbers are expected to rise to 60,000 making China a net moose exporter for the first time. This is good news for neighbouring Mongolia, a barren moose-wasteland whose inhabitants nonetheless have an insatiable desire for the creatures. The increase in Beijing-Ulanbataar trade is anticipated to relieve pressure on the relatively strained Russian suppliers, but increase Mongolia's imbalance of trade with its larger neighbour.

Historically the only competitor to China in the far eastern moose markets has been Singapore but the tiny island nation is set to report a net loss, expecting a decrease of more than five percent on last year's 50,000 moose counted. The head of Singapore's Agency for Agriculture, Jing-Feng Lau, explained to an incredulous

lous Singaporean parliament yesterday that bad weather had contributed to this season's poor showing, most notably when a cargo of 150 moose were swept out into the Indian ocean in a monsoon.

Yet again the global demand for moose will be met largely by the US and Canada. The recession-hit

States is taking comfort in its moose growth gures with gross production expected to break 700,000 and net ex-ports to grow by 2%. The worldwide dominance of Canada shows no signs of abating though with this year's moose population expected to match last year's record gures of one hundred million billion.

Europe's rise as an international moose power will slow slightly this year as a response to the European Union's move towards standardising the European moose. Stringent quality controls are holding back the development of the eastern european populations compared to last year when they contributed significantly to europe's strong growth gures. Norway, which is not an EU member but has observer status, strengthened in numbers relative to the Euro area with numbers of Norwegian moose, known locally as elk" expected to rise for the tenth consecutive year, particularly thanks to a strong showing in the last quarter.

As moose season reaches its close, researchers world wide are turning to science in an attempt to boost next year's gures. NASA stunned the scientific community today with the announcement of their discovery that the moon is significantly smaller than previously believed. This conclusion, which is the conclusion of a ten-year collaborative project, will have profound implications for the moose community as the gravitational eld is now known to be of the right strength to support moose in orbit.

According to John Johnson, head of the NASA Moon Sizing Experiment the rst delivery of moose into low moon orbit could be achieved as early as the third quarter of next year. The technology to nurture moose in space is available now", he said, "all that is needed is political will".

Granny wins World Wrestling

The Shipping

Sunday, October 30, 2013

Vessel Spill harms local livelihood

The recent oil spill caused by the vessel MV Pequod in the port of Eden has resulted in the loss of livelihood for the local fishermen. It is noteworthy that Eden is famous for the fish known as 'tulsa', known to breed only in the waters in and around Eden owing to optimum temperature of water

coupled with proximity to estuaries. The oil spill, even though in miniscule quantity compared to other recent occurrences across the world, ended up disturbing this fine balance of habitat for Tulsa and thus the fishermen have reported thousands of dead fish unfit for human consumption.

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The Daily W

Wednesday, February 2, 2017

Dangerous Material on board

While the Government and various Regulatory bodies have given a clean chit to Atlantis Shipping Pte Ltd, this news agency has come across damning exchanges between the Parties that throws shade at the evidence kept in front of the regulatory bodies. While the Charterers have maintained that they had clearance to load Adamantium Grade I on board the Vessel, the Owners it seems might have also agreed to the same. These new developments have put the spotlight squarely on the role of the Master of the Vessel who from day one

has maintained that as per the Bill of Lading, Adamantium Grade II was to be loaded and had he known that Adamantium Grade I is being loaded, despite Owners permission for the same, he would have intervened and stopped the loading process as there was real danger to the safety of the Vessel in light of the same. We need to point out to our readers that while Adamantium Grade II is considered safe by industry standards, Adamantium Grade I is a heavy, highly reactive & combustible material.

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ANNEXURE-E
MODEL C/P. FORM
WITH ADDITIONAL
CLAUSES

TIME CHARTER
GOVERNMENT FORM
Approved by the New York Produce Exchange

November 6th, 1913-Amended October 20th, 1921; August 6th, 1931; October 3rd, 1946

1. This Charter Party, made and concluded, in the City of Mumbai the.....11th day.....of December.....2012
2. Between...Atlantis Shipping Pte Ltd 6 Raffles Center, Raffles Avenue, Singapore.....
3. Owners of good Foreign Flag Motor shipMV Pequod of built 2007
4. of..... 30053.....tons gross register, and 18207tons net register, having engines of... 10600..... indicated
5. horse power and with hull, machinery and equipment in a thoroughly efficient state, and classed (More fully described
6. in clause 50) at of.. 67756.30 cubic feet grain capacity,
7. and .. .52461 ... tons deadweight capacity (cargo and bunkers, including fresh water and stores) on a draft of
8. .. 12.024 ... feet:Mtrs inches on Summer freeboard, inclusive of permanent bunkers, which are of the
9. capacity of ... IFOI2261.55 CBM, MDO 1174.70 CBM ... tons of fuel, and capable of steaming, fully laden, under good
10. weather conditions at 14.501 8&14 .. 00/L.knots on a consumption of* tons of best grade fuel oil-best grade Diesel Oil, (refer
11. clauses 29 & 50).* IFO- 29.00 MT I DAY & MDO-NIL (Ballast),, IFO- 30.00 MT I DAY & MDO-NIL (Laden)
12. Now.....
13. and HINDUSTAN SHIPPING LIMITED Charterers of the City of MUMBAI
14. Witnesseth, That the said Owners agree to let, and the said Charterers agree to hire the said vessel, from the time of
15. delivery, for a period of one year± one month at Choption within below mentioned trading limits.
16. Vessel to be placed at the disposal of the Charterers, at thermal coal loading berth at Turan or Pamplona or Verus at
17. Choption any time day or night closed holiday in port excluded (see clauses 29, 52 & 63).
18. in such dock or at such wharf or place (where she may safely lie, always afloat, at all times of tide, except as other wise
19. provided in clause no. 6) as the Charterers may direct. If such dock, wharf or place be not available time to count as
20. provided for in clause no.5. Vessel on her delivery to be ready to receive cargo with clean-swept holds and tight,
21. staunch, strong and in every way fitted for the , having water ballast, cranes and donkey boiler with sufficient
22. steam power to run or if not equipped with donkey boiler, then other power sufficient to run all the cranes at one and
23. the same time (and with full complement of officers, seamen, engineers and firemen for a vessel of her tonnage), to be
24. employed, in carrying lawful merchandise always trading within institute warranty limits between Indian Coast only
25. as the Charterers or their Agents shall direct, on the following conditions :
26. **1.** That the Owners shall provide and pay for all provisions, wages and consular Shipping and discharging fees of the Crew;

27. shall pay for the insurance of the vessel, also for all the cabin, deck, engine-room and other necessary stores, including
28. boiler water and maintain her class and keep the vessel in a thoroughly efficient state in hull, machinery and equipment for
29. and during the service with classification and statutory certificates necessary to comply with current requirements at ports
30. of call during the service.
31. **2.** That the Charterers whilst on hire shall provide and pay for all the fuel except as otherwise agreed, Port charges
32. Pilotages, Charterer's Agencies fees, Commissions. Consular charges (except those pertaining to the Crew) and all other
33. usual expenses except those before stated, but when the vessel puts into a port for causes for which vessel is
34. responsible, then all such charges incurred shall be paid by the owners. Fumigations ordered because of illness of the
35. crew to be for Owners account. Fumigations ordered because of cargoes carried or ports visited while vessel is employed
36. under this charter to be for Charterers account. Charterers are to provide necessary dunnage and shifting boards, also
37. any extra fittings requisite for a special trade or unusual cargo, but Owners to allow them the use of any dunnage and
38. shifting boards already aboard vessel.
39. **3.** That the Charterers, at the port of delivery and the Owners at the port of re-delivery, shall take over and pay for all
40. fuel remaining on board the vessel (see clause 29).
41. **4.** That the Charterers shall pay for the use and hire of the said vessel at the rate of Rs./USD.....10,39,000/-
42. (Rupees/US Dollars Ten Lakhs Thirty Nine Thousand only plus applicable Tax which is presently at 10.30%)
43. per running day of 24 hrs per calendar month including overtime commencing on and from the day of her delivery, as
44. aforesaid, and at and after the same rate for any part of a month, hire to continue until the hour of the day of her re
45. -delivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless lost) at a safe berth at
46. The agreed Ports in choption as per Clauses 29,52 & 63 unless otherwise mutually agreed, Charterers are to give
47. Owners 15 days approximate notice, 5 days approximate notice and 2 days definite notice of vessel's expected date of re-
48. delivery and probable port. ** KOTAK MAHINDRA BANK A/C 00000000000007
49. **5.** Payment of said hire to be made at ... Mumbai... (place) in Indian Rupees I US Dollars to the credit of the owners with the
50. name of bank and A/c. no. ** in India/Foreign Currency as monthly in advance, and for the last month or part of the same
51. the approximate amount of hire as per clause 64 and should same not cover the actual time hire is to be paid for the balance
52. day by day, as it becomes due, if so required by Owners, unless bank guarantee or deposit is made by the Charterers,
53. otherwise failing the punctual and regular payment of the hire, or bank guarantee, or any breach of this Charter party,

54. the Owners shall be at liberty to withdraw the vessel from the service of the Charterers, subject to compliance clauses-35 ,
55. 37 and 50 of this charter party without prejudice to any claim
56. they (the Owners) may, otherwise have on the Charterers. Time to count from 10 a.m. (IS1) on the working day
57. following that on which written notice of withdrawal has been given to Charterers or their Agents before 4 P.M., but if
58. required by Charterers, they to have the privilege of using vessel at once, such time used to count as hire
59. Cash for vessel's ordinary disbursements at any port may be advanced as required by the Captain, by the Charterers or
60. their Agents, subject to 2 ½ % commission and such advances shall be deducted from the hire. The Charterers, however,
61. shall in no way be responsible for the application of such advances.
62. **6.** That the cargo or cargoes be laden and/or discharged in any dock or at any wharf or place that Charterers or
63. their Agents may direct, provided the vessel can safely lie always afloat at any time of tide, except at such places where it
64. is customary for similar size vessels to safely lie aground.
65. **7.** That the whole reach of the Vessel's Holds, Decks and usual places of loading (not more than she can reasonably stow
66. and carry), also accommodations for Supercargo, if carried, shall be at the Charterers' disposal, reserving only proper and
67. sufficient space for Ship's officers, crew, tackle, apparel, furniture, provisions, stores and fuel.
68. **8.** That the Captain shall prosecute his voyages with the utmost dispatch, and shall render all customary assistance
69. with ship's crew and boats. The captain (although appointed by the Owners), shall be under the orders and direction
70. of the Charterers as regards employment and agency; and charterers are to load, stow, trim, tally and discharge the cargo at
71. their expense under the supervision of the Captain, who is sign Mates receipt for cargo as presented, in conformity with
72. Charterers appointed survey report without prejudice to this C/P. Charterers indemnifying owners against all consequences
73. by Master signing the Bills of lading.
74. **9.** That if the Charterers shall have reason to be dissatisfied with the conduct of the Captain, Officers, or Engineers, the
75. Owners shall on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the
76. appointments.
77. **10.** That the Charterers shall have permission to appoint a Supercargo, who shall accompany the vessel and see that
78. voyages are prosecuted with the utmost dispatch. He is to be furnished with free accommodation, and same fare as
79. provided for Captains table, Charterers paying at the rate of Rs.30/- or USD per day. Owners to victual Pilots
80. and Customs Officers, when authorized by Charterers or their Agents, Charterers paying at the rate of Rs.15/- or USD.....
81. per meal, for all such victualing.
82. **11.** That the Charterers shall furnish the Captain from time to time with all requisite instructions and sailing
83. directions, in writing, and the Captain shall keep a full and correct log of the voyage or voyages, which are to be

84. patent to the Charterers or their Agents, and furnish the Charterers, their Agents or Supercargo, when required, with a
85. true copy of daily Logs, showing the course of the vessel and distance run and the consumption of fuel.
86. **12.** That the Captain shall use diligence in caring for the ventilation of the cargo.
87. **13.** That if required by Charterers, time not to commence before ... 11.12.2012 ... 0230 hrs local time of delivery and
88. should vessel not have been delivered before the last day of the required lay days, Charterers or their Agents to have the
89. option of canceling this Charter. [Also see clause 37 (a) & (b)].
90. **14.** That in the event of the loss of time from deficiency, negligence and default of men or stores, fire, breakdown or
91. damages to hull, machinery or equipment grounding, detention by average accidents to ship or cargo, dry docking for the
92. purpose of examination or painting bottom, or by any other cause preventing the full working of the vessel, the payment of
93. hire shall cease for the time there by lost; and if upon the voyage the speed be reduced by defect in or breakdown of any
94. part of her hull, machinery or equipment, the time lost until the vessel has returned to the same or equivalent position (refer
95. also to clauses 32,37, 44 & 77) and the cost of any extra fuel consumed in consequence thereof: and all extra expenses shall
96. be deducted from the hire.
97. **15.** That should the vessel be lost, unable to perform due to breakdown or withdrawn or terminated due to Owner's fault
98. money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be returned to the
99. Charterers at once. The act of God, enemies, fire, restraint of Princes, Rulers and People, and all dangers and accidents of
100. the Seas, Rivers, Machinery, Boilers and Steam Navigation, and errors of Navigation throughout this Charter Party, always
101. mutually excepted. The vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels
102. in distress, and to deviate for the purpose of saving life and property.
103. **16.** That should any dispute arise between Owners and the Charterers, the matter in dispute shall be referred to three
104. Arbitrators of international repute in Admiralty law, one Arbitrator to be appointed by each of the parties hereto, and the third
105. Arbitrator .by the two so chosen, their decision or that of any two of them, shall be final, and for the purpose of enforcing
106. any award, this agreement may be made a rule of the Court. The Arbitrator shall be commercial men. The venue of
107. Arbitration shall only be at Mumbai. Further, Indian law to be applicable for ascertainment of rights in dispute between the parties.
108. **17.** That the Owners shall have a lien upon all cargoes, and all sub-freights for any amounts due under this Charter,
109. including General Average contributions, and the Charterers to have a lien on Ship for all monies paid in advance and not
110. earned, and any, overpaid hire or excess deposit to be returned at once. Charterers will not suffer, nor permit to

be

111. continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest
112. of the owners in the vessel.
113. **18.** That all derelicts and salvage shall be for Owners' and Charterers' equal benefit after deducting Owners' and Charterers'
114. expenses and Crew's proportion. General Average shall be adjusted, stated and settled in India according to Rules 1 to 15
115. inclusive 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1974 and any amendments there to Provisions as to
116. General Average in accordance with the above are to be included in all bills of lading issued hereunder.
117. **19.** Fuel used by the vessel while off hire, also for cooking, condensing water, or for grates and stoves to be agreed to as
118. to quantity, and the cost of replacing same, to be borne by the Owners I reimbursed by the Charterers and the Charterers
119. entitled to deduct from Charter hire or from any sum payable to Owners
120. **20.** Owners shall maintain the gear of the ship as fitted as providing gear as per description clause 50 also
121. providing ropes, falls, slings and blocks as on Board. If vessel is fitted with cranes capable of handling heavier lifts
122. Owners are to provide necessary gear for same, otherwise equipment and gear for heavier lifts shall be for
123. Charterers' account. Owners also to provide on the vessel lights for night work, and vessel to give use of electric light
124. when so fitted. The Charterers to have the use of any gear on board the vessel.
125. **21.** Vessel to work night and day, if required by Charterers, and all cargo gear and equipments to be at Charterers disposal
126. during loading and discharging, in the event of a disabled crane or cranes or insufficient power to operate cranes, Owners
127. to pay for shore crane or generator, in lieu thereof and pay any loss of time occasioned thereby.
128. **22.** It is also mutually agreed that this Charter is subject to Paramount clause, Both to Blame clause and New Jason clause
129. as reflected in the Bill of lading as under:-
130. **(a)** All terms and conditions, liberties and exceptions of the Charter party, dated as per the B/L, are herewith incorporated,
131. including Arbitration Clause. The carrier in no case be responsible for loss of or damage to cargo arisen prior to loading
132. and after discharging.
134. The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of lading,
135. dated Brussels, the 25th August, 1924, as enacted in the country of shipment shall apply to the contract. When no such
136. enactment is in force in the country of shipments, the corresponding legislation of the country of destination shall apply,
137. but in respect of shipments to which no such enactments are compulsorily applicable, the said Convention shall apply.
138. **(c)** In trades were the International Brussels Convention 1924, as amended by the Protocol signed at Brussels on February
139. 23rd 1968- The Hague- Vis by Rules applies compulsorily, the provisions of the respective legislation shall prevail. The

140. carrier takes all reservations possible under such applicable legislation, relating to the period before loading and after
141. discharging and while the goods are in the charge of another Carrier and to deck cargo and live animals.
142. (d) The Provisions of any Legislation relating to the carriage of goods by Sea incorporating the rules relating to Bills of
143. Lading contained in the said International Convention and Compulsorily applicable to the contract of carriage herein
144. contained shall be deemed to be incorporated herein but nothing herein contained shall be deemed a surrender by the carrier
145. of any of its rights or immunities or an increase of any of its responsibilities there under. If any term of this Bill of Lading
146. be repugnant to any extent to any legislation by this clause incorporated, such term shall be void to that extent, but no
147. further, nothing in this Bill of Lading shall operate to limit or deprive the carrier of any statutory protection or exemption
148. from, or limitation of liability.
149. (e) General Average shall be adjusted, stated and settled according to York- Antwerp Rules, 1974.
150. Cargo contribution to General Average shall be paid to the Owners even when such average is the result, of a fault,
151. neglect or error of the Master, Pilot or Crew, The Charterers, Shippers and consignees expressly renounce the Netherlands
152. Code. Art, 700, and the Belgium / Commercial Code, Part II, Art 148.
153. (f) **New Jason Clause,**
154. In the event of accident, danger damage, or disaster before or after the commencement of the voyage, resulting from any
155. cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not
156. responsible, by statute contract or otherwise, the goods, Shippers, Consignees or Owners of the goods shall contribute
157. with the Carrier in the general average to the payment of any sacrifices, losses or expenses of a general average nature
158. that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.
159. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as of the said salving ship or ships
160. belonged to strangers. Such deposit as the carriers or his agents may deem sufficient to cover the estimated contribution of
161. the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, Consignees or
162. Owners of the goods to the Carrier before delivery.
163. (g) **Both-to-Blame Collision Clause,**
164. If the vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or
165. default of the Master, Mariner, Pilot or the servants of the carrier in the navigation or in the Management of the vessel, the
166. owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying
167. ship or her Owners in so far as such loss or liability represents loss of: or damage to, or any claim whatsoever of the

168. owners of said cargo, paid or payable by the other or non-carrying ship or her owners to the owners of sold cargo and
169. set-off, recouped or recovered by the other non -carrying ship or her owners as part of their claim against the carrying or
170. carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or
171. objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.
172. **23.** The vessel shall not be required to enter any ice-bound port, or any port where lights or light-ships have been
173. or are about to be withdrawn by reason of ice, or where there is risk that in the ordinary course of things the vessel
174. will not be able on account of ice to safely enter the port or to get out after having completed loading or discharging.
175. **24.** Nothing herein stated is to be construed as a demise of the vessel to the Time Charterers. The owners to
176. remain responsible for the navigation of the vessel, insurance, Crew and all other matters, same as when trading for their
177. own account.

Clauses 25 to 82 as attached and declarations made by Owners in the tender documents and in addition to all the Annexures submitted by the owners are deemed to apply and form part of this Charter Party.

NAME
ISHMAEL
HINDUSTAN SHIPPING LIMITED

NAME
AHAB
ATLANTIS SHIPPING PTE LTD

SIGNATURE
SEAL OF THE COMPANY
(CHARTERERS)

SIGNATURE
SEAL OF THE COMPANY
(OWNERS)

ADDITIONAL CLAUSES TO M.V PEQUOD.

TIME CHARTER PARTY DATED...11.12.2012...

25. At or off Ports the vessel's Master shall be responsible for and crew shall connect or disconnect all the grabs to / from their respective cranes, to open and to close the hatches where and when required and to facilitate and enable the charterers/receivers or its agents in discharging their operations. The connecting of grabs and opening of hatches, as detailed, described and declared in clause 50 should be completed within two hours from the time of berthing of the vessel. Any crane/grab is out of order or unable to function at the time of berthing and/or if not handed-over for cargo operation within the said period of two hours, the vessel shall be pro-rata off hired from the time of berthing. If all the cranes/grabs are not handed-over for cargo operation within the said two hours of berthing, the vessel shall be fully off-hired and related bunker consumption and berth hire shall be borne by the Owners and Charterers shall be entitled to deduct such sum ascertained by Charterers from the charter hire. The SOF shall contain the timings of hatch opening/closing as well as timings of cargo commencement / completion for each hatch at every Port and Master shall ensure compliance thereof. If this is not complied with, the decision of the Charterers in this regard shall be final. The Master shall call for outward pilot within two hours of completion of loading/discharge of cargo. The Master shall also report the signal/pilot station immediately on arrival at Port limits. If any delay caused or additional time consumed in this regard, the vessel shall be fully off hired and all the related expenses during such period, such as bunker consumption, berth hire, etc. shall be borne by the Owners and the Charterers shall be entitled to deduct from the charter hire in this regard.
26. Vessel's stowage plans to be made under Master's supervision. Owners covenant that Master shall cooperate with Charterers and / or the Shippers in every way possible to load and stow the Charterer's full and complete intended cargo. Unless the Charterers or agents instruct otherwise, the Master shall ensure the loading of full and complete cargo to the maximum permissible draft available at the load Port or at the discharge Port whichever is the lower. If the vessel fails or is unable to load the declared/full and complete cargo, the Owners shall be liable to compensate/pay for such dead freight. The surveyors report shall be binding on both the parties. In case of dead freight of cargo at the load Port and if the vessel rectifies the shortage at the topping-up Port, the prevailing price differences of coal between these Ports shall be re-compensated by the Owners in case of loss to the Charterers. The method of calculation for arriving at the quantity of dead freight and cost thereof shall be as follows:-

DEAD-FREIGHT CALCULATIONS :

1. Charter period from RF A previous discharge port to RFA next discharge port..... Days Hours

..... Minutes x charter hire per day

2. Bunker consumption for the above voyages :

FO MT x Rs (at current price)

MDO MT x Rs (at current price)

3. Actual port charges levied by the port(s)

Load port = Rs.

Topping-off port = Rs (if applicable)

Discharge port =Rs.

4. Miscellaneous expenses =Rs

Total cost (X) = Rs.

Total cargo loaded (Y) = Mt

5. Cost per tonne (Z) = $\frac{\text{Total expenses incurred for one round voyage}}{\text{Total cargo loaded}}$ =Rs.

6. Cost to be recovered towards dead freight quantity = Z x dead freight quantity

For the purpose of deriving the dead freight, this shall be assessed by Charterers surveyor at load port and shall be deemed as dead freight. Due allowances shall be given for dock water density, excess bunkers on board, limitation at the berth due to draft restrictions, charterer's / agents instruction on specific voyages to sail short loaded in order to catch the tide or high water. Charterers shall also rely upon the cargo declarations made by Owners at the time of offer to be the base figures for dead freight assessment.

27. Owners are obliged to deliver and keep the vessel, her crew and anything pertaining hereto supplied with upto date and complete certificates, approvals and equipment, enabling the vessel and her crew to carry the cargoes and trade within the trading limits allowed under this Charter Party without delay. It is the responsibility of the Master and Owners to arrange to keep on board all corresponding certificates valid. Failing this, any time lost shall deduct full off-hire, bunker consumption, berth hire which shall be to Owner's account and the same shall be deducted from charter hire dues.

28. Vessel not to carry solid ballast.

29. Vessel to be delivered with about 350 / 400 tonnes of F.O and about 100 tonnes of MDO. Vessel to be re-delivered on completion of charter with same quantity of FO & MDO as on delivery. Cost of delivery bunkers shall be settled to owners at the coastal rate ruling on the date and at the port of

delivery along with First charter hire payment / negotiated rate in the case of foreign flag vessels

(conversion charges on redelivery to be borne by owners along with outward pilotage and extra berth hire charges if any). Further, if on delivery the vessel is found to contain more than the specified quantity of bunker resulting in short loading of cargo due to excess bunker on Board, Pro-rata cost of shortage proportionate to the under loaded cargo shall be charged to owners account. Cost of redelivery bunkers shall be deducted from Owners at the coastal rate ruling on the date and at the port of redelivery. During the charter period, bunkers will supplied by HPC/IOC or other suppliers as per the specification available with the suppliers at that point of time. The quantity of bunkers received and all relevant figures for calculation purpose will be considered solely on Bunker delivery note (Marine Delivery Receipt) only.

30. Owners guarantee that the vessel is entered for full cover and shall remain entered for the duration of this charter, in a Protection and Indemnity Association.
31. The Charterers have the liberty of flying their own House Flag and painting the funnel and sides with their colours. Owner's original markings to be restored before redelivery at Charterers time and expenses.
32. Should the vessel put back or delayed or detained on voyage, at sea or at Port, by the reason of an accident or breakdown of equipment, machinery, etc. of the vessel or under performance (including port norms) or in the event of loss of time either in Port or at sea due to any reason whatsoever for which the vessel is responsible or deviation from the course of the voyage caused by sickness or accident to the crew or any person on Board vessel (other than super cargo travelling by request of the Charterers), or by reason of negligence or of the refusal of the Master or crew to perform their duties and obligations, the hire shall be suspended / vessel off-hired for such period of detention, delay, breakdown, inefficiency, etc. and all extra expenses including bunkers consumed during the suspended period shall be on Owners' account. The Charterers are entitled to deduct such sum in this regard from the payment of charter hire. Time lost due to the above reason can, at Charterers option, be added to the time charter period. For the purpose of annual repair work or dry docking or any other purpose, Owners to give Charterers not less than thirty days' notice of taking vessel out of service. Owners should respect Charterers scheduled employment, whilst tendering such notice. For the purpose of redelivery, the redelivery point shall be at the discharge berth and for the purpose of delivery after repairs dry-docking, the delivery point shall be at Charterers nominated load berth. (Also See Clause 14 & 65). If vessel is re-delivered for dry-docking or repairs or any other purpose as per Owners request, the conversion and reversion charges to be arranged by Owners/ Owners agent itself at their time and cost. Charterers/Charterers agent shall not be liable I responsible for the same.

Whenever, owners require the vessel to be withdrawn for dry docking or repairs or for any other

purpose, HSL's nominated surveyor to carry out the Joint survey for redelivery / delivery. The survey

time/expenses are to be borne fully by the owners but to be deducted from the charter hire dues. A copy of the joint survey report is to be submitted to the charterers.

When vessel is out of service due to the above or any other cause for a continuous period of eight days or more, Owners should on the expiry of eight continuous days from the date of off-hire/redelivery, give Charterers a definite notice of vessel's re-entry into the charter. In addition, Owners to keep Charterers informed regularly during any such "Off-hire period" of the expected time of completion of repairs and vessel's re-entry into the time charter. All expenses incurred including the bunkers consumed during such period shall have to be / borne by Owners.

However, Charterers reserve the right to extend or not to extend the C/P period by an equivalent number of days for which the vessel was pulled out by the Owners for annual repairs, dry docking or for any other purpose.

Also when the vessel is off-hired for a continuous period of 24 hours or above but below eight days due to repairs or the vessel is shifted to outer anchorage by the port due to under-performance due to crane(s) / grab(s) breakdown (failure of generator I equipment) or for any other cause for which vessel is responsible, vessel to be off-hired from the time of discharge operation suspension up to recommencing of discharge operation. Shifting of vessel to outer anchorage due to under performance by port Authorities shall be to Owners account. In such cases, bunker consumption, pilotage, berth hire etc., shall be to Owners account and the same shall be deducted from charter hire dues. After re-commencing cargo work and if the vessels performance continuous to be poor whereby not satisfying charterers/port and if the vessel is ordered to over carry the balance cargo to the next load port, the transportation cost for up and down voyage on the over carried cargo shall attract single ocean freight on that particular voyage and this shall be deducted from the charter hire / dues. (Charterers shall submit the calculation of recoveries, please refer clauses 14 & 45 also).

At the load/discharge port, in the event of any extended stay of the MV PEQUOD resulting in no cargo work and necessitated/owed due to defective crane(s) / grab(s) /breakdown of machineries/ want of spares etc., and if any other vessel is forced to wait at the outer anchorage for want of this particular berth, apart from the full off hire of the vessel, the charter hire of the waiting vessel and bunker consumption shall be deducted from charter hire dues payable to the owners.

33. Vessel's holds to be thoroughly swept-clean to Charterers or their Agents full satisfaction before delivery at Owners time and expense. At redelivery, vessel's holds to be thoroughly swept-clean to Owners or their Agents full satisfaction at Charterers time and expense but not water-washed or painted.

If the vessel is redelivered / delivered during the charter period for dry docking works I annual

repairs the cleaning and sweeping of holds will be on Owners time and expense.

34. In the event of the vessel being denied or restricted in the use of port and/or loading and/or discharging facilities or shore labour and or tug and/or pilotage assistance because of the vessel's flag or ownership or Management or the wages or conditions of employment of her officers and I or crew, the vessel shall be off-hired and the related expenses such as bunker consumption, berth hire, pilot cancellation charges shall be to Owner's account.
35. Notwithstanding any provisions to the contrary in this Charter Party, Owners are not to have the right to withdraw the vessel by reason of non-payment of hire or for any other reason unless Charterers are given official notice as contemplated in Annexure - I and Charterers are unable to rectify such non-payment within fifteen banking days after receipt of Owners notice that hire has not been received. During this 15 days period, Owners I Master should not take any action towards stoppage of cargo loading I discharging operation due to non-payment of charter hire. If any action is taken to stop cargo work, full off-hire including bunker, berth hire shall be deducted from charter hire dues. Also such actions shall be viewed seriously and the vessel I company shall be black listed. If charterers are still in / default of payment of charter hire, the Owners to have right of withdrawing the vessel from the service of the Charterers without interference by any court or any formality whatsoever and without prejudice to any claim the Owners may otherwise have on the Charterers under this charter.
36. The Charterers will not be liable to pay interest or any like sum on any delayed payment of charter hire.
37. Performance Clause and Liquidated damages :
- a) The performance levels declared by the Owners in the relevant tender document and as declared in clause 50 with regard to any part of her hull, machinery including cargo gear and other equipment which are required to be in service of the Charterers, shall be efficiently maintained by the Owners throughout the period of the vessel's service with the Charterers. All the declaration made by the Owners and entered in the tender offer shall also be applicable and form part of respective charter party.
- b) Also, if after delivery the declaration of the performance levels of any part of her hull, machinery including cargo gear and other equipment are estimated or observed to be incorrect which adversely affect the Charterers, then Charterers have the option to terminate the time charter immediately.
- For vessels which have performed in HSL charter :-For those vessels which have performed in HSL charter for a period of atleast 3 months in the preceding 3 years, the evaluation on the discharge rate will be based on actual average performance per day excluding shore delays at Coal Jetty - I & Coal Jetty-II at the pre-determined ports. The result of such evaluation should not be less than 3000 mt per crane per day (excluding shore delay).

Those vessels which do not meet this requirement will be technically rejected.

In case the vessel has earlier performed in HSL charter the owner should produce the recent loading I discharge data from the last employer I Charterer and also the owner should furnish guarantee for the vessel performance of 3000 mt per crane per day.

Those vessels which do not meet this requirement will be technically rejected.

For vessels which have not performed in HSL charter:-The evaluation on the discharge rate at Coal Jetty- I & Coal Jetty -II at the pre-determined ports will be based on number of cranes, no. of grabs, capacity of the grabs & cycle time of the cargo gear calculated for a period of 21 hours at the rate of i) 70 % of full working capacity (30 % allowance is being given to cover shore delays and stevedores performance, etc), in the case of vessels which are more than 5 years old and ii) 75 % of full working capacity (25 % allowance is being given to cover shore delays and stevedores performance, etc), in the case of vessels which are 5 years or less in age. The result of such evaluation shall not be less than 3000 mt per crane per day.

Those vessels which do not meet this requirement will be technically rejected.

The Tenderer is also informed that if after entry of the vessel in HSL charter, the vessel fails to perform to this requirement, it will attract notice under performance clause as specified in the Tender.

- c) If Charterers have reason to be dissatisfied with the performance of the vessel, the owners, on receiving complaint, shall immediately investigate and take appropriate steps to correct the situation.
- d) If the Owners fail to rectify the defect and /or do not maintain/ the declared performance, level, the Charterers to give Owners 30 days' notice to improve the performance, rectify the defect. Owners on receiving this notice shall endeavor to improve the performance, rectify the defect and maintain the declared performance level within 30 days from the date of issue of notice by the charterers. In the alternative on the demand of the charterers, owners shall arrange for a sister vessel at the same rate and any additional expenses to be on owners account.
- e) If Owners neither improve the performance nor rectify the defects of the vessel to the declared level of performance within the 30 days' notice period, Charterers at their option shall terminate the charter on expiry of the 30 days' notice period and shall be entitled to claim liquidated damages for the financial loss sustained by the charterers and claim towards increase in charter hire of the alternative vessel including all the other consequential damages sustained by the charterers.
- f) If the owners unilaterally I in-breach of the charter party withdraw the vessel, charterers shall be entitled to recover the following :- (i) The cost of bunkers before submission of the port clearance to the Master or furnish the bank guarantee by the owner towards the cost of the bunkers on board in favour of HSL.

(ii) To claim liquidated damages for the financial loss sustained by the charterers and claim towards increase in charter hire of the alternative vessel including all the other consequential damages sustained by the charterers.

g) On confirmation of the acceptance of the vessel by the charterers the owners shall deliver the vessel within the mutually agreed time / period / lay days (refer clause 13 NYPE). If the owners fail to deliver the vessel within the said period, besides the right of termination of charter, the charterers have the right to claim damages for the breach at the finalised charter hire rate of Rs./USD..

10,39,000/- per day plus applicable tax which is presently at 10.30% and pro-rata delay in the entry of the vessel in charterer's contract. Should the charterers engage another vessel in this connection, as a substitute vessel or otherwise, the owners shall be liable to compensate charterers for the cost per tonne difference on the total cargo transported in connection with such engagement of vessel until the bidders vessel enters the HSL charter and the charterers are entitled to deduct/adjust/debit such damages and expenses from monies/amounts if any available with the charterers belonging to / payable to the owners.

38. Owners warrant that the vessel is self-trimming, suitable for loading and carriage of coal and for grab discharge.
39. In case of dispute, Charterers or their supercargo are entitled to call for speed trials in ballast or loaded condition, indemnifying Owners against any extra expenses in this connection. Charterers or their supercargo to have free access may inspect or cause the inspection of cargo gear.
40. Should any damage be caused to the vessel or her fittings by Charterers / Principals / Stevedores, the Master to serve Third Party Damage Report to the responsible stevedores with copy to Charterer and report to the Charterers the event pertaining to such damage within 24 hours of its occurrence. The Master should also notify the Charterer's agent to arrange for a joint survey and ensure joint survey is carried out in order to estimate the cause and extent of the damage within 48 hours of the occurrence of the damage in the presence of stevedores representative. For the purpose of carrying out joint survey, Charterers nominated surveyor is to be appointed. In addition to the above requirement if the damage is caused due to stevedores negligence, the Master must necessarily clause the SOF of the vessel plus final stevedoring certificate endorsing the relevant damages with TPD report and references, copies of which to be sent to Charterers. Failing the aforementioned Stevedores / Principals / Charterers are not responsible in anyway whatsoever for such damage and / or loss of time thus occasioned due to stevedores negligence. If Owners carry out repairs on the written request of the Stevedores, the Stevedores / Principals / Charterers to be responsible for all expenses for all such reported damage. Master / Owner to produce the cargo gear maintenance details for verification

/ reference and records and also to certify that they have not claimed any amount from Insurance for the particular damage.

41. Lashing materials stanchions, if any, as on board to be placed at Charterers disposal and Charterers to have free use of all equipment on board, but additional materials to be for Charterers account.
42. The hire is inclusive of all Officers and Crew overtime.
43. Owners confirm that the vessel is fully insured in respect of her hull and machinery.
44. a) In the event of breakdown of vessel's crane (s), grab (s) by reason of disablement or insufficient power, the hire to be reduced pro-rata from the time of break down till it is made working to the declared level in relation to the number of crane(s) / grab(s) offered.
b) However, if any crane (s) / grab (s) continuously remains disabled or unable to perform for more than 48 hours, Charterers shall deduct the pro-rata off-hire for the first 48 hours, remaining period Double / the pro-rata off hire for defective operation of the particular crane (s) / grab(s).
c) If on completion of all other workable holds and cargo remains in one or more hold and the disabled crane(s) / grab(s) continue(s) to be disabled or un-satisfactory, the Charterers shall "fully offhire" the vessel from the time last workable hold was completed and all resulting expenses such as penal berth hire, cost of bunker consumed whilst under full off-hire, shifting expenses and other applicable port charges, shall be Owner's account.
d) If shore crane(s) / grab(s) is engaged by Owners on their account, the efficiency of the same if inferior to ship's crane(s) / grab(s) operation, in this case after the cargo in all other workable holds using ship's crane is completed, any extra time taken by the shore crane(s) shall be deemed as "fully off-hired" and all related direct and indirect expenses such as bunkers consumed during the off-hire period, penal berth hire charges and other applicable port charges shall be to Owner's account.
e) If shore crane (s) / grab (s) is engaged to work in a particular hold where ship's crane(s) / grab(s) cannot be made available as these are already working in other holds and subsequently when ship's crane(s) I grab (s) falls free and is rotated to the hold where the shore crane(s) / grab(s) was working, "full off-hire" shall apply from such time provided cargo in other workable holds are completed. Along with full off-hire, expenses such as bunkers consumed during off-hire period, penal berth hire and other applicable port charges shall also be to Owner's account.
f) Should there be any shore crane breakdown I delays when it has been hired by the Owners/Master, such periods shall attract off hire and consequential expenses if any, which shall be deducted from charter hire payment. Also if any delays to ship cranes due to movement of shore crane hired by Owners/ Master, the time so lost shall be off-hired and deducted from charter hire payment.

Owners to sign on Master's and I or Owners' behalf, Bill(s) of Lading as presented in accordance with Mate's and Tally Clerk's receipt, without prejudice to this Charter Party but the Owners remaining responsible for dead freight claims if any and I or short landed quantity claims absolving Charterers of all liabilities.

47. Neither hire nor cost of bunkers shall be payable for delay caused by the vessel being captured, seized, arrested, boycotted or detained in any other way whatsoever by any person or consequent to any interest in or claim or complaint against or dispute with the vessel or her Owners or the Government of the Nation under whose flag the vessel sails.
48. Owners to be responsible for any consequence of smuggling by vessel's crew. Any fines imposed on the crew who have smuggled or tried to smuggle and repatriation of such crew to be for Owners' account only and the charterers shall not be liable.
49. Owners to supply Deratization certificate on delivery of the vessel and if this does not cover the whole period of the time charter, or fumigation becomes necessary, cost of the same and detention to be for Owners' account. However, time and cost of fumigation on account of cargo carried to be for Charterers' account.

50. VESSELS DESCRIPTION

1. NAME OF VESSEL	MV PEQUOD
2. FLAG AND PORT OF REGISTRY	SINGAPORE / SINGAPORE CITY
3. OWNERS I DISPONENT OWNERS NAME & ADDRESS	ATLANTIS SHIPPING PTE LTD 6 RAFFLES PLACE, RAFFLES AVENUE
4. YEAR OF BUILT	2007
5. LOA	189.99 M
6. BEAM	32.26M
7. GRT	30053
8. NRT	18207
9. TPC/FWA	55.50 /273 (AT SUMMER DRAFT)
10. DWT CONSTANT	

230 MT (EXCLUDING FRESHWATER)

4th NLUO IMAM 2017

11. DWT AT SUMMER DRAFT	52461	
12. NO.OF CRANES/CAPACITY	4 X 30 MTS EACH	
13. NO. OF GRABS/TYPE/CUBIC	4X 12CBM	
14. NO.OF HOLDS/HATCHES	5/5	
15. CYCLE TIME OF CRANES/GRABS	3.00 MINUTES	
16. Free board in full ballast condition (all ballast tanks full)	16.70 M	
Free board in full ballast condition (all ballast tanks full & ballast in hold)	13.60 M	
17. LOADING CAPACITY	AT 8.23 mtrs SW 31141mt	FREE BOARD: 8.77 mtrs
18. -do-	AT 10.06 mtrs SW 40936 mt	-do- 6.94 mtrs
19. -do-	AT 10.90 mtrs SW 45514 mt	-do- 6.10 mtrs
20. -do-	AT 12.50 mtrs SW N/A mt	-do- N/A mtrs
21. -do-	AT13.00mtrsSWN/Amt	-do- / NIA mtrs

(AFTER ALLOWING FOR F.O 250 MT, MDO 60 MT, F.W 200 MT AND CONSANT.)

Quantity of unpumpable FO & MDO bunkers out of ROB figure FO 250 mt MDO 60 mt

FO 75 MT, MDO 25 MT

22. MAXIMUM OUTREACH OF THE CRANES FROM THE SHIP'S SIDE at the maximum safe angle of operation 10 mtrs 78 degrees

23. FRESH WATER CAPACITY & CONSUMPTION PER DAY 410 tons /10 tons

24. COPIES OF ALL STATUTORY CERTIFICATES

25. NAME & ADDRESS OF OWNER'S AGENTS AT CHARJERER'S PORTS OF CALL

26. DUE DATE OF DRY-DOCK TO BE SPECIFIED. JULY 201016

27. Vessels bunker consumption is as follows :-

(i) At Sea on economical speed at 13 knots service output (a) Ballast FO N.A mt MDO N.A mt (b) Laden FO N.A mt MDO N.A mt

(ii) If the vessel is designed for higher economical speed at 14.50 (Ballast) & 14.00 (Laden) .. Knots, the consumption at sea on (a) Ballast voyage F.O 29.00 mt, M.D.O Nil mt (b) Laden voyage FO 30.00. Mt, MOO Nil . mt.

(iii) In port, when not working cargo gear (Idle) FO 2.50 mt MD0 .. 0.20. mt.

(iv) In port, when working cargo gear FO 4.70 . mt MD0 ... 0.20 ... mt

(Including boiler consumption)

Harbour steaming consumption (To and Fro) FO mt MOO mt

(If no anchorage period envisaged)

To and fro Sandheads- Turan FO 13.00 mt MOO Nil. Mt

To and fro Fairway buoy- Pamplona FO 2.50 mt MOO Nil mt

To and fro Verus Fairway buoy- Verus FO 2.50 mt MOO Nil mt

To and fro Fairway buoy - Endland FO 2.50 mt MOO Nil mt

To and fro Lyfd Fairway buoy - Lyfd FO 2.50 mt MOO Nil .mt

Harbour steaming consumption 1.50 mtl FO per hour for sailing between anchorage and fairway buoy

IMPORTANT:

(v) BUNKER CONSUMPTION DETAILS SHOULD BE SPECIFICALLY STATED FOR EACH STAGE AT ECONOMICAL SPEED OF 13.0 KNOTS AND ALSO AT HIGHER ECONOMICAL SPEED, PORT IDLING PORT WORKING, MANOUVERING IN PORT FOR VESSELS OPERATION ON THE BASIS OF DAILY AVERAGE CONSUMPTION FURNISHED FROM DECK / ENGINE LOG BOOK FOR LADEN AND BALLAST VOYAGES.

(vi) Distance between port to port to be as per deck log book of the ship.

(vii) Regarding bunker consumption: If break-up details are not furnished in the CIP,

HSL is at liberty to take into account bunker consumption (for calculation of excess bunkers) at its own discretion.

(viii) If any excess sailing time, bunker consumed for the above period shall be deducted from charter hire payment. Wind force upto 4 Beaufort scale shall be taken as normal weather. Sea passage shall be calculated from RF A (Rang/ull Away) time at last port to SBE (Stand-By Engine) time at next port at the economical speed at 14.50 knots in ballast and 14.00 knots in laden or at higher economical speed declared by the Owners (whichever is the higher) on leg to leg basis only. Please see clause 66 (b) also Bunkers for speed claim shall be calculated from RF A to SBE time as above. If any excess consumption the same shall be deducted from charter hire. The Owners shall not be entitled to set-off savings on consumption of furnace oil against marine diesel oil and vice-versa on value basis in excess bunker consumption calculations.

(ix) During the charter period for speed loss & bunker on speed are to be guided based on the report furnished by Ocean Route. The charges of Ocean Route shall be on owners account and the same will be recovered from the charter hire payment. The Charterer undertakes to give the copy of the report of Ocean Route to owner. If any excess sailing time (speed loss), •Bunker consumption either FO or MDO or both this is to be deducted from the charter hire dues on comparing with excess Bunker consumption on speed claim (on leg to leg basis) and Excess Bunker consumption for one round voyage (RFA previous discharge port to RFA next discharge port) whichever is maximum. The Owners shall not be entitled to set-off savings on consumption of furnace oil against marine diesel oil and vice-versa on value basis in excess bunker consumption calculations.

(x) If the vessel does not maintain the required C/P speed under the good weather condition, excess passage time and cost of excess bunker consumed shall be deducted from the charter hire dues.

(xi) The vessel should perform at the highest economical speed specified in the tender offer and in case the vessel performs at any other higher speed with higher consumption of bunkers, the cost of excess bunkers consumed by the vessel (at the higher speed) shall not be paid to the owners except in a situation where charterers instruct the Master to proceed at a speed higher than the highest economical speed.

If any excess consumption either FO or MDO or both, this is to be deducted from the charter hire dues.

51. In the event of the vessel having to remain at an open anchorage/port where fresh water is not available for 15 days or more, Owners to have the right to deviate the vessel to take fresh water. The

cost of such deviation and time thus spent to be for Charterers' account, Owners paying only the cost of fresh water supplied.

52. Joint surveys carried out for 'On-hire' at the port of delivery and 'Off-hire' at the port of redelivery should be done only at the nominated thermal coal berth. The time duration for conducting the On-hire survey shall be to the Owners account, whereas the time duration for carrying out the Off-hire survey shall be charterers account. The bunkers consumed during the period of On-hire survey shall be to the owners account, whereas the bunker consumed during the Off-hire survey shall be charterers account for carrying out such joint surveys, Charterers nominated surveyor is to be appointed. If the portion of Owners expense in this regard is paid by the Charterers, the same shall be deducted from the charter hire payments.
53. The Chamber of Shipping War Risk Conwartime 1993 New Both-to-Blame collision Clause, New Jason Clause and Chamber of Shipping Nuclear Materials Clause to apply and form part of this charter Party and also to be incorporated in all Bills of Lading issued under this charter.
54. CARGO EXCLUSIONS: Vessel not to load Ammonium Nitrate, Adamantium, Calcium Hypochloride, tar in bulk, petroleum and I or any of its products, explosives (Black powder, blasting caps or radioactive material, isotopes, detonators, loaded bombs, dynamites, TNT, arms and ammunition), motor blocks, turnings, pitch in bulk, acids, sulphur or sulphate, nuclear products, asphalt, nuclear war material, all other injurious/ dangerous inflammable cargoes, livestock, carbide, copra, wet limes, naphtha, fishmeal, petcoke, copper concentrates, expellers and leads. Also, the vessel not to be engaged in any scraps trading.
55. Taxes, levies, charges, duties in respect of cargo in the loading and discharging port shall be the charterers' burden.

All other taxes, levies, duties, royalties etc. (including income tax, sales tax & customs duty) in respect of the vessel, its accessories, goods, charter hire etc. shall be the owners' burden and liability.

The Owners shall indemnify and keep indemnified the charterers on account of / against any loss, expenditure, penalty, claim, demand, etc. in default or non-compliance of any obligation or liability by the Owners in this regard.

The charterers shall be entitled to deduct from any payment to be made to the Owners any sum towards such payment or liability, as per statutory requirements or otherwise, including and not limiting to Income Tax deducted at source. If the Owners have the privilege or exemption under double taxation avoidance agreement with India, the basis and proof of such exemption, privilege agreement, etc. shall be produced at all times to the Charterers and Authorities whenever necessary / called for, besides producing during the submission of tender offer. However, any such document of

proof / exemption shall be subject to the satisfaction of the Government / Tax Authorities or Statutory Bodies.

Any variation in the rates of taxes and duties specified in the Price Bid shall be taken into account if concerned Statutory Authorities notify changes in respect of such taxes and duties during the charter period.

56. Notwithstanding anything to the contrary contained therein it is expressly agreed that the Owners only to be responsible for delay in delivery of vessel or for delay during the currency of the charter and for loss or damage to goods on board or short loading or excess bunker consumption, if these have been caused by want of due diligence on the part of the Owners or their Manager in making personal act or omission or default of the Owners or their Manager. In the event of stoppages/ strikes/ restraints by the ship's personnel, time thus lost to be for Owners account.

Owners not to be liable for loss or damage arising out of or resulting from shore labour strikes, lockouts or stoppages or restraints.

57. Charterers have the option to lighten and top off the vessel if required. Top-off/lightening vessel to be equipped with suitable fenders. If in the process any damage is caused to the MV PEQUOD Charterers to be responsible for repairs at their time and cost subject to compliance of the procedures stipulated in Clause 40 by the Master. Extra insurance for double-banking operations if any, for Charterer's account. Charterers to give 48 hours' notice if topping off/ lightening operation is to be carried out. Fenders on topping off/lightening the vessel to be of approved type and in sufficient number to the satisfaction of the Master of mv MV PEQUOD.
58. Charterers to have the benefit of any return insurance premium received by Owners from underwriters as and when received from underwriters by reason of vessel being in port for minimum 30 days, provided vessel is on hire.
59. In the event of the vessel being ordered to an area which underwriters designate as a breach of war trading warranties, Charterers agree to pay any additional premium thereby required, including crew's war bonus if any.
60. Extra premium on insurance of vessel, if any, for coal carried to be on Owner's account.
61. If the vessel is stopped at sea for any repairs or the vessel is immobilized all such stoppages and period of immobilization to be treated as 'full Off-hire' including bunkers consumed and the same will be on owners Account.
62. Any extra war risk, over present rate and I or difficulty imposed through war bonus to be for Charterers account.
63. DELIVERY I REDELIVERY: The vessel shall be delivered to the Charterers at thermal coal loading

berth Turan / Pamplona/ Verus at Charterers option in Indian coastal status any time day and night,

Sundays and Holidays included, however port closed holidays are excluded. Owners undertake to convert the vessel to coastal status before delivery at their time and expense. Any expenses incurred due to / conversion shall be on Owners account. Charterers shall redeliver the vessel in coastal status to the Owners at berth at pre-determined Port at CHOPTION any time day and night, Sundays and Holidays included.(ATDSHINC)

64. a) Charterers shall have the right to retain the last 30 days charter hire in order to adjust the approximate cost of redelivery bunkers, off-hire and other amounts due to Charterers from the Owners. The withheld final 30 days charter hire shall be settled within a period of 60 days after the completion of the charter.

b) The Charterers shall be entitled to deduct I recover I adjust I appropriate any sum which is due or recoverable from or payable by the Owners or their agents under this Charter Party or any agreement or transaction between the Charterer and the Owners, from the charter hire payments, out standings or any sum payable to the Owners. If the Owners fail to dispute any such deductions / recoveries / adjustments I appropriations or any discrepancies in account statements, etc. within 15 days from the date of intimation by the Charterers, it shall be deemed to be correct and accepted by the Owners.

65. Shipowners owning vessels which are sisters of the vessel performing under this C/P are required to nominate a sister vessel whilst tendering 30 days' notice of withdrawal for annual repairs/dry docking. In addition to the requirements of nominating the vessel, the shipowner must also ensure that the nominated vessel enters Charterer's service without a gap or enters Charterer's service 10 days before the redelivery of the performing vessel so as to avoid any disruption in the. carriage of coal. For the purpose of redelivery, the redelivery point shall be at discharge berth and for the purpose of delivery, the delivery point shall be at Charterers nominated load berth. However, if a gap is inevitable, the Charterers reserve the right to extend the charter period equivalent to the number of days the Charterer was without a vessel. The shipowners shall make every endeavor to ensure that the first available sister vessel falling free in India shall be nominated as substitute in order to reduce the gap.

66. (a) Owner/Master to forward voyage report (log abstract) and copies of Deck and Engine Log books, on each voyage to Voyage basis in order to meet Charterers requirement in settling of the charter hire failing which Charterers shall have the right to retain the amounts payable to the owner until the copies of deck and engine log books are furnished, verified and actual amount payable ascertained.

Notice for withdrawal served if any to rectify the default in payment of charter hire will be void unless the Deck and Eng. Log book extracts are first sent to the charterers. The owners after sending these items shall serve fresh notice for withdrawal

- (b) Master to provide all information regarding weather and sea conditions experienced on the voyage. In the event, Meteorological reports are not furnished along with the deck log book I log abstract, Charterers shall be guided by the weather and sea conditions which are received from other vessels and/or the Meteorological Department operating in that area.
67. Master to submit at each load port, stowage plan and a copy of cargo calculation to shippers/Charterer's agent indicating maximum quantity of cargo loadable for the draft after allowing for bunkers, FW, constant and density.
68. Owners are to submit invoice for charter hire advance at least a week before due date and this is to be one of the conditions for hire payment. If requested by Charterers, Owners should submit the trim & stability booklet and sea trial date book and these should be available on board at all times.
69. If any short loading of cargo is determined, this shall be as per the survey report of Charterer's surveyor which shall be basically assessed from the loading calculation submitted by the Master on arrival at the load port compared with the quantities declared at the time of offer I recap. Due consideration shall be given to the density of dock water, excess bunker on board, 200 mt of fresh water declared in the tender etc. Any short loading shall be determined as above stated and amounts will be recovered from the Owners to the extent of short loading and short loading calculations shall be done for each completed voyage.
70. At discharge ports vessel is required to give use of ship's gear for placing front end loaders on board and allow such front end loaders to work on board under the supervision of stevedores and Master.
71. In all cases of damages arising to cargo gear and equipment whether due to stevedores negligence or not, Owners are to take speedy measures to rectify such damages utilizing their nominated workshops or ships crew so that cargo work can be resumed. In the event stevedores at their cost rectify damages, this may be indicated without fail in the final stevedoring certificate and in the SOF of the vessel.
72. Vessels cargo gear and equipment can be inspected by the Inspectorate of Dock Safety at any time and also at the time of any accident. If the cause of damage as per the findings of joint surveyor and the Dock Safety Inspectorate are totally different Owners I Charterers reserve the right to refer the matter to arbitration as per Clause 16 for an award and this shall be binding on the Owners. Vessel to possess valid cargo gear certificate at all times during the currency of the charter. Charterers have the right to inspect cargo gear certificate I operation during the currency of the charter at any point of time.
73. Crane control cabins to have electrical fans installed in order provide ventilation to the crane operators. If crane operators refuse to work the crane due in-operative fans inside the crane control

cabins, proportionate hire shall be deducted for the time lost.

74. If ordered to proceed between ports at maximum speed, consistent safety, Master should comply with Charterers instruction.
75. The vessel under this charter is intended for moving coastal thermal coal on east coast of India. Charterers to deviate from this stipulation only subject to prior consultation and with approval of the Owners, however, all and any extra expenses and time taken (including expenses for conversion and reversion) to be solely for Charterers account.
76. The Owner and the vessel should be in possession of valid DOC certificate and SMC respectively throughout the charter-period. If the vessel is detained by the statutory authorities due to absence of same, the vessel shall be off-hired until the owner obtains the DOC & SMC respectively.
77. Ballasting / De-ballasting

(a) During the cargo operation if time is lost due to ballasting/de-ballasting operations, the time so lost shall be Owner's account.

(b) In case the port requires the vessel to maintain a specific draft as per the port regulations, this shall be executed by the vessel before its arrival at the anchorage. Any time lost shall be to Owner's account.

In both the cases time lost shall be fully off-hired and will also include bunker consumption and berth hire if any which shall be deducted from charter hire dues. c) Owners to furnish time required for ballasting / de-ballasting inclusive heavy weather ballast and normal ballast. If observed that vessel consumes more time than specified which in turn leads to ceasure of discharge / loading operations, vessel will be offhired for said period and relevant deductions in this regard like bunkers I berth hire shall be deducted from charter hire payment.

78. The Owner shall produce necessary proof to show the ownership of the vessel, which should concur along with the delivery certificate / Certificate of Registry of the ship issued by the Owner at the time of effecting delivery of the vessel.

The Owner of the vessel shall not sell or sub-let the vessel during the period the vessel is in HSL's employment to another Charterer.

79. **JURISDICTION:**

This charter party is concluded and signed at Mumbai. In the event of any dispute arising under this agreement, courts at Mumbai alone shall have exclusive jurisdiction in the matter and other courts jurisdiction is ousted.

80. If the vessel is entering HSL charter in foreign status from another Indian port, the Owners / Master of vessel must hand-over the original ILH receipt paid at the previous Indian port to HSL's agent at the delivery port without any payment from HSL. Also the Owners must submit a copy of invoices for last supported bunkers to the vessel at a Foreign Port.
81. Owners are required to submit a copy of all the grab certificates clearly indicating the cubic capacity.
82. Any other information required by Charterers must be furnished as and when required.

All Terms and Conditions of tender I offer shall form part of this agreement.

TECHNICAL BID

LAY DAYS...05.11.2012....to.....15.11.2012.....

PART II

VESSEL NAME					MONTH& YEAR OF BUILT MONTH YEAR	OWNERS NAME	GRT/NRT/ DWT	LOA/BEAM MTRS	NO. OF HOLDS/HATCHES.	NO.OF CRANES SWL	NO. OF GRABS / CBM/ PAYLOAD CAP	CYCLE TIME
MV PEQUOD					MAY 2002	ATLANTIS SHIPPING PTE LTD	30053/18207/52461	189.99/32.26	5/5	4 X 30 MT EACH	4 X 12 CBM EACH	3.00 MINUTES
CARGO LOADABLE AT (IN MT)					Summer draftmtrs 12.024	Tropical draftmtrs 12.274	MAXIMUM OUTREACH OF CRANE FROM SHIPSIDE AT SW ANGLE	VALIDITY OF THE OFFER	LAST DRY-DOCKING DONE ON	DUE FOR NEXT DRY-DOCKING ON		
8.23	10.06	10.90	12.50	13.00	QTY	QTY						
31141	40936	45514	N/A	N/A	51714	53104	10.00 MTRS	11.11.2012	AUGUST 2011	JULY 2013		
BUNKER CONSUMPTION												
On Economical speed at 13 knots/consumption			In Port Idling				In port crane working					
	F.O.	M.D.O.	F.O.	M.D.O.			F.O.	M.D.O.				
a) Bal last	N.A.	N.A.	N.A.	N.A.			N.A.	N.A.				
b)	N.	N.										

La de n	A.	A.							
On higher economical speed at 14.50 knots (Ballast) & 14.00 knots (Laden)			2.50	0.20		4.70	0.20		
a)	29. NI								
	Bal 00 L last								
b)	30. NI								
	La 00 L de								
n									
**HARBOUR STEAMING CONSUMPTION (IF NO ANCHORAGE PERIOD ENVISAGED)									
TO AND FRO SANDHEADS TO TURAN		TO AND FRO PDP FAIRWAY BUOY TO PDP		TO AND FRO VIZ FAIRWAY BUOY TO VIS		TO AND FRO FAIRWAY BUOY		TO AND FRO TIN FAIRWAY BUOY TO TIN	
F.O.	M.D.O	F.O.	M.D.O	F.O.	M.D.O	F.O.	M.D.O.	F.O.	M.D.O.
13.00	NI L	2.50	NIL	2.50	NIL	2.50	NIL	2.50	NIL

** Harbour steaming consumption 1.50 mt I FO per hour for sailing between anchorage and fairway buoy

General Notes for the Moot Proposition

The reference has been made to an arbitral tribunal as per the arbitration clause in the Charter party. Proceedings have already commenced and preliminary hearings on the issue of jurisdiction have already taken place. In lieu of the same, the arbitration panel has given a directional order stating that at the next stage of hearing scheduled from 1st April to 2nd April the following substantive issues culled out by the Panel, as listed below, will be up for arguments, in addition, to any other issue that the Parties feel is necessary for the proper adjudication of the dispute in question.

Issue 1 – Whether there was a delay in the delivery of the Vessel?

Issue 2 – Whether a clause entitling Charterers to deduct sums from charter hire paid to other vessels owing to deficiency in the cranes/cargo gear of MV Pequod is valid?

Issue 3 – Whether there existed a safe port warranty – incorporated or implied in the instant Charter party? Whether under the same, Charterers as Port Owners and Operators would be liable for the accident?

Issue 4 – Whether an oral variation of Charter parties is permissible?

Note 1 - Owners got to know about the deductions being made on account of delay in delivery and waiting vessel recovery only on the presentation of statement of accounts

Note 2 - The arbitration on the third issue is solely limited to the contractual issue of whether the liability rests with the Charterers or the Owners in regards to a safe port warranty. The environmental impact and/or laws applicable with respect to the same were dealt by the appropriate courts with a certain sum having been kept as a security by the Charterers for the time being