

ARB [REDACTED] 13

**IN THE MATTER OF AN ARBITRATION UNDER
THE INTERNATIONAL ARBITRATION ACT (CAP. 143A)**

BETWEEN

[REDACTED] SHIPPING CO., LTD.

...Claimant/Owners

AND

[REDACTED] LOGISTICS LIMITED

...Respondent/Charterers

FINAL AWARD

[REDACTED] 2015

THE PARTIES

1. The Claimant, [REDACTED] Shipping Co. Ltd., is a corporation existing under the laws of the [REDACTED], with its registered office at [REDACTED]. The Claimant is in the business of providing, *inter alia*, shipping and logistics services.
2. The Respondent, [REDACTED] Logistics Limited, is a corporation existing under the laws of [REDACTED] with its registered office at [REDACTED]. The Respondent is in the business of providing, *inter alia*, logistics services and is based in India with a global presence. The Respondent in this matter is [REDACTED] division. Its primary business involves freight forwarding, inland transportation, receiving and warehousing. It also provides an integrated logistics and shipping solution to customers seeking to ship cargo anywhere in the world.

THE DISPUTE


3. The Claimant is the owner of the vessel, the MV "[REDACTED]" (the "Vessel"). On or about 30 October 20[REDACTED] the Claimant entered into a voyage charterparty (the "Charterparty") with the Respondent for the carriage of a cargo of about [REDACTED] MT [REDACTED] CBM Steel Structure, 10% more or less at Charterers' option (the "Cargo") from [REDACTED] for discharge at [REDACTED] India.
4. The Charterparty is evidenced by a Fixture Note (the "Fixture Note") signed by [REDACTED] Limited for and on behalf of the Respondent. Under Clause 25 of the Fixture Note, the parties agreed that save for the terms agreed in the Fixture Note, other terms would be governed by the standard GENCON 1994 form.
5. Negotiations leading to the conclusion of the Charterparty were conducted by Mr [REDACTED] on behalf of the Claimant, and Mr [REDACTED] for the Respondent. Mr [REDACTED] also communicated with Mr [REDACTED] regarding the Vessel's movements and itinerary.
6. On [REDACTED] 2012, the parties agreed on the freight rate and the main terms of the Charterparty. Mr [REDACTED] of the Claimant recorded the agreed terms in a draft Fixture Note and forwarded it to Mr [REDACTED] the Respondent's confirmation and signature. On the same day, the Respondent signed the Fixture Note and returned a copy to the Claimant.
7. On or about [REDACTED] 2012, the parties signed a revised fixture note, to reflect minor changes to the cargo description ("[REDACTED] MT [REDACTED] CBM", instead of "[REDACTED] MT [REDACTED] CBM"), loading/discharging rate, and the war clause. The stowage provision in Clause 2 of the Fixture Note remained as before. The laycan period, as well as the cancellation provision in Clause 5 of the Fixture Note ("Clause 5"), also remained unchanged.

THE AWARD

58. Having carefully considered all the arguments and evidence adduced before the Tribunal, the Tribunal is satisfied that the Respondent was in breach of the Charterparty when it purported to cancel the Charterparty on [REDACTED] 2012. The Respondent is liable to the Claimant for damages quantified in the amount of the freight which the Claimant ought to have earned under the Charterparty had the Respondent performed the Charterparty.
59. The Tribunal accordingly awards as follows:
- (A) Respondent to pay to the Claimant damages in the sum of US\$ [REDACTED]
 - (B) Respondent to pay to the Claimant interest at the rate of [REDACTED] % per annum on the sum of US\$ [REDACTED] from the date of the Notice of Arbitration to the date of payment.
 - (C) Respondent to pay to the Claimant costs in the sum of S\$ [REDACTED]

Place of Arbitration: Singapore

Dated: [REDACTED] 2015



[REDACTED]
Sole Arbitrator



16 MAR 2016

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
MISCELLANEOUS PROCEEDINGS NO. [REDACTED] F 2016

IN THE MATTER OF SECTION 84 AND
SECTION 87 OF THE ARBITRATION
ORDINANCE CAP 609
LAWS OF HONG KONG

and

IN THE MATTER OF A CONVENTION
AWARD MADE IN SINGAPORE
DATED [REDACTED] 2015.

BETWEEN

[REDACTED] SHIPPING CO., LTD.

Plaintiff
(Claimant)

AND

[REDACTED] LOGISTICS LIMITED

Defendant
(Respondent)

BEFORE THE HONOURABLE MADAM JUSTICE MIMMIE CHAN

IN CHAMBERS

ORDER

UPON THE APPLICATION on the part of the Plaintiff (Claimant) by way of ex-parte
Originating Summons dated [REDACTED] 2016

AND UPON READING the Affirmation of [REDACTED] dated [REDACTED] 2016 and the exhibits referred therein, and the 2nd Affirmation of [REDACTED] dated [REDACTED] 2016 and the exhibits referred therein

IT IS HEREBY ORDERED THAT:-

- 1 Pursuant to Section 84 of the Arbitration Ordinance (Cap. 609) and Order 73 Rule 10 of the Rules of High Court, leave be granted to the Plaintiff to enforce a Final Award dated [REDACTED] 2015 ("Award") which was handed down in an arbitration between the Plaintiff (Claimant) and the Defendant (Respondent) by the arbitral tribunal consisting of Mr. [REDACTED] as the sole arbitrator, in the same manner as a Judgment or Order of this Court to the same effect as follows:-
 - i. The Defendant (Respondent) do pay to the Plaintiff (Claimant) damages in the sum of US\$ [REDACTED]
 - ii. The Defendant (Respondent) do pay to the Plaintiff (Claimant) interest at the rate of [REDACTED]% per annum on the sum of US\$ [REDACTED] from the date of the Notice of Arbitration to the date of payment.
 - iii. The Defendant (Respondent) do pay to the Plaintiff (Claimant) costs in the sum of S\$ [REDACTED]
- 2 Within 14 days after service of this Order on the Defendant (Respondent), the Defendant (Respondent) may apply to set aside this Order and the Award shall not be enforced until after the expiration of that period or, if the Defendant (Respondent) applies within that period to set aside this Order, until after the application is finally disposed of.

- 3 The costs of and incidental to this application and of any Judgment which may be entered hereinafter, be paid by the Defendant (Respondent) to the Plaintiff (Claimant), to be taxed if not agreed.

Dated the [REDACTED], 2016

Registrar

HCMP [REDACTED] 2016

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
MISCELLANEOUS PROCEEDINGS NO. [REDACTED] OF 2016

IN THE MATTER OF SECTION 84 AND
SECTION 87 OF THE ARBITRATION
ORDINANCE CAP 609 LAWS OF HONG KONG

and

IN THE MATTER OF A CONVENTION
AWARD MADE IN SINGAPORE
DATED [REDACTED] 2015.

BETWEEN

[REDACTED] SHIPPING CO., LTD

Plaintiff

(Claimant)

And

[REDACTED]
LIMITED

LOGISTICS

Defendant

(Respondent)

16 MAR 2016

16 2016

Handwritten: 17 = 15 pm

ORDER

Filed on: [REDACTED] 2016

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