

**IN THE SUPREME COURT OF BANGLADESH  
HIGH COURT DIVISION**

(ADMIRALTY JURISDICTION)

**ADMIRALTY SUIT NO. 13 of 2026.**

**IN THE MATTER OF:**

Sabera Begum  
... Plaintiff.

**VERSUS**

***M.V. TITU 54(Registration No. 18084)***  
*and others.*

... Defendants.

Mr. M. Mahmudul Hasan, Adv.  
... For the plaintiff.

Mr. Saifur Rashid, Adv.

.... For the defendant No. 3/applicant.

**The 15<sup>th</sup> March, 2026**

**Present:**

Justice Sikder Mahmudur Razi

This matter has appeared in the list as an application by way of supplementary list as mentioned by the defendant No. 3/applicant for its urgency.

The instant suit has been instituted by the plaintiff claiming damages and compensation arising out of a collision allegedly caused by the defaulting vessel, namely defendant No. 1. The total claim in the suit is for a sum of BDT 8,77,50,000.00 (Taka eight crore seventy-seven lakh fifty thousand) only. The suit was admitted on 11.03.2026 and, at the time of admission, upon finding a prima facie case, this Court directed arrest of the defendant No. 1 vessel.

Today the defendant No. 3–applicant has appeared before this Court and filed the present application praying for release of the defendant No. 1 vessel from the order of arrest. In support of such prayer, the defendant-applicant has

offered the Certificate of Registration of the defendant No. 1 vessel along with an Insurance Policy dated 13.01.2026 as security.

However, upon perusal of the said Insurance Policy, it appears that the same is a Hull Insurance Policy, which has been issued for securing a credit facility advanced by a financial institution. The said policy does not appear to have been issued for the purpose of providing security in respect of claims arising out of the present suit, nor does it operate as security available to the plaintiff for satisfaction of any decree that may ultimately be passed in this proceeding.

In such circumstances, this Court is of the view that the said Insurance Policy cannot be accepted as valid security for the purpose of releasing the arrested vessel. Accordingly, the copy of the Insurance Policy filed before this Court by way of List of Documents is returned to the learned Advocate for the defendant-applicant.

At this stage, the learned Advocate appearing on behalf of the defendant No. 3–applicant alternatively submits that the defendant is willing to furnish a Bank Guarantee for a sum of Tk. 3,00,00,000.00 (Taka three crore) in addition to the Certificate of Registration of the defendant No. 1 vessel already filed before this Court.

Mr. M. Mahmudul Hasan, the learned Advocate appearing for the plaintiff, submits that he has no objection to the said proposal.

Be that as it may, it appears from the record that the Certificate of Registration of the defendant No. 1 vessel has already been filed before this Court by way of List of Documents being Entry No. 2091 dated 15.03.2026.

In view of the above, this Court is inclined to allow release of the vessel upon furnishing adequate security.

Accordingly, it is ordered that upon furnishing security by way of a Bank Guarantee for a sum of Tk. 3,00,00,000.00 (Taka three crore) only in favour of the Marshal of this Court, the defendant No. 1 vessel shall be released from the order of arrest.

The said security shall abide by the result of the suit and/or any further order that may be passed by the competent forum in accordance with law.

Furthermore, the defendant No. 3 is hereby restrained by an order of injunction from transferring the defendant No. 1 vessel and from altering the nature and character of the said vessel in any manner whatsoever until disposal of the instant suit.

Accordingly, the instant application is disposed of.

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(Sikder Mahmudur Razi, J.)