

**BEFORE THE NATIONAL GREEN TRIBUNAL****EASTERN ZONE BENCH, KOLKATA**I.A. NO. 99 / 2025 / EZ**IN CONNECTION WITH****ORIGINAL APPLICATION NO. 30 / 2025 / EZ****IN THE MATTER OF:**

SINKING B'DESHI VESSEL DUMPS TOXIC FLY ASH IN RIVER NEAR GHORAMARA, shows video shared by panchayat member news item published in the Times of India Kolkata Section dated 17.02.2025

... APPLICANT

VERSUS

UNION OF INDIA AND OTHERS

... RESPONDENTS

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NDoH: 13.11.2025

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EASTERN ZONE BENCH, KOLKATA  
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**MEMO OF PARTIES**

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GHORAMARA, shows video shared by panchayat member news item  
published in the Times of India Kolkata Section dated 17.02.2025

...APPLICANT

Versus

1. UNION OF INDIA, through the Secretary, Ministry of Environment,  
Forest and Climate Change (MoEF&CC),
2. ADDITIONAL CHIEF SECRETARY, Forest and Environment  
Department, Government of West Bengal,
3. DISTRICT MAGISTRATE, District South 24-Parganas,



4. INLAND WATERWAYS AUTHORITY OF INDIA (IWAI), Government of India through its Chairman,
5. IRRIGATION AND WATERWAYS DEPARTMENT, Government of West Bengal, through the Principal Secretary,
6. SYAMA PRASAD MOOKERJEE PORT, Kolkata (erstwhile Kolkata Port Trust), through the Chairman,
7. WEST BENGAL POLLUTION CONTROL BOARD, through its Member Secretary,
8. CENTRAL POLLUTION CONTROL BOARD, through its Member Secretary,
9. AJBELA NAVIGATION,
10. KING OCEAN SHIPPING LINES, through its Deputy General Manager Sathi Rani Saha, having its office at HOUSE # 417, Road # 30, New DOHS Mohakhali, Dhaka - 1206, Bangladesh.

.....RESPONDENTS

**BEFORE THE NATIONAL GREEN TRIBUNAL**

**EASTERN ZONE BENCH, KOLKATA**

I.A. NO. **99** / 2025 / EZ

**IN CONNECTION WITH**

**ORIGINAL APPLICATION NO. 30 / 2025 / EZ**

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Kolkata Section dated 17.02.2025

... APPLICANT

VERSUS

UNION OF INDIA AND OTHERS

... RESPONDENTS

**AN APPLICATION FOR ADDITION OF PARTY FILED BY KING  
OCEAN SHIPPING LINES BEING THE OWNER OF SUBJECT SEA  
VESSEL NAMEDLY "M.V. SEA WORLD" AS PARTY RESPONDENTS  
NO. 10 IN THE ARRAY OF PARTIES AND ALSO SEEKING OTHER  
CONSEQUENTIAL RELIEFS**

The humble petition on behalf of  
Applicant being King Ocean Shipping  
Lines above named most  
respectfully.



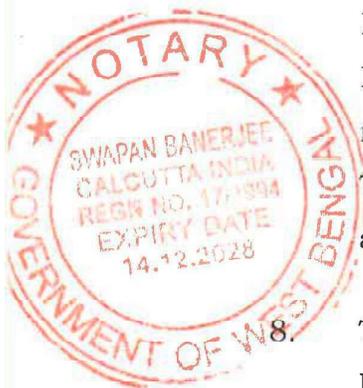
## SHEWETH:

1. That the applicant King Ocean Shipping Lines is the owner of the sea vessel namely, M.V. Sea World, a proprietorship concern of its proprietor, K.M. Arifuzzaman duly constituted under the Laws of Bangladesh having its office at House #417, Road#30, New Dohs, Mohakhali, Dhaka-1206, Bangladesh. The applicant appointed the respondent no. 9, M/s. Ajbela Navigation as their Indian Shipping Agent.
2. That the vessel belonging to the applicant was en route to Bangladesh from Budge Budge when it struck a sandbar near Ghoramara, causing a fracture in its hull and with the passing of time a substantial damage was caused to the vessel. The crew members were taken into police custody but subsequently they have been released. The vessel had been shifted by the Indian agent of the applicant from its point of accident to Lot 8, Kakdwip.
3. That this Hon'ble Tribunal is currently seized of the above captioned matter which was taken up *Suo Moto* based on a News Article published in the Times of India, Kolkata Section on 17.02.2025 titled, 'Sinking B'deshi vessel dumps toxic fly ash in river near Ghoramara, shows video shared by panchayat member' regarding the above unfortunate incident.
4. That in the instant matter, Inland Waterways Authority of India (IWAI) being the respondent no. 4 on 25.04.2025, has submitted a detailed reply affidavit before this Hon'ble Tribunal, clarifying the action taken as per the extant Standard Operating Procedure for salvaging the vessel and minimizing any environmental impact due to the damage to the vessel.





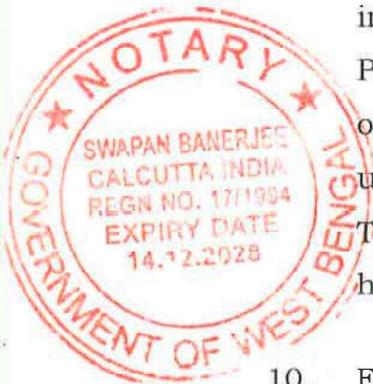
5. That on 26.05.2025, the Bangladesh Inland Water Transit Authority (BIWTA) requested the respondent no. 4 for returning the vessel, MV Sea World and the crew members to BIWTA as they have been in the police custody for more than three months, which is causing significant financial loss to their protocol operator and trauma to the crew and their families. It is worthwhile to mention here that the pilot of the ship was an Indian pilot, who was also in charge of the loaded vessel. A copy of the aforesaid letter is annexed herewith and marked with the Letter – “A”.
6. That the Indian Agent of the applicant Ajbela Navigation has also requested the Respondent No. 4 and other statutory authorities, to release and return the crew members who are poor and have been in police custody since the date of the accident on 13.02.2025 due to the ongoing case before the Hon’ble Tribunal. The Respondent No. 4 was further requested to release the vessel at the earliest. The true copy of the letter dated 26.05.2025 of Ajbela Navigation to IWAI is annexed herewith and marked with the Letter –“B”.
7. That in furtherance to the above, on 17.07.2025 the Indian Agent of the applicant informed the respondent no. 4 that the MV Sea World is in floating condition and anchored at Harwood Point, Kakdwip Kalinagar, West Bengal. Further, two local residents have been appointed for looking after MV Sea World. The copy of the Letter dated 17.07.2025 is annexed herewith and marked with the Letter –“C”.



8. That it is pertinent to mention here that under Article 9 of the Protocol on Inland Water Transit and Trade, the Inland

Waterways Authority of India is bound to provide all cooperation for salvage operations to distressed vessels of the other country in India. Article 9 of the Protocol on Inland Water Transit and Trade runs as follows: "9. Assistance to be provided to either country to the vessels of the other in distress: Each Country will provide all the necessary facilities to the vessels of the other, which may be grounded or otherwise in distress during their voyage in its waterways. Expenditure incurred in salvage operations, if required on such occasions, shall be cleared in accordance with the arrangements to made under Article 25."

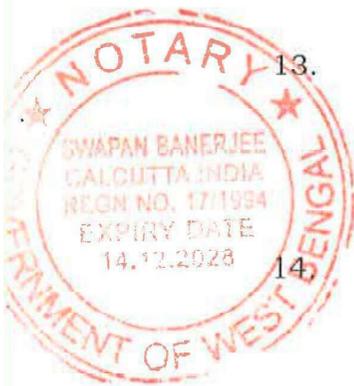
9. That it is also pertinent to mention herein that the Protocol on Inland Water Transit and Trade between India-Bangladesh signed on 06.06.2015 requires both Governments to consult each other at least once in six months for evaluation and reviewing the working of this Protocol and for the purpose of improvement of inland water transportation between the two countries through a Standing Committee. Accordingly, Article 26 of the Protocol provides for a Standing Committee consisting of representatives from the two countries for the effective implementation of the Agreement and the Protocol. It is clear that in case of any asymmetry, including non-compliance or infringement/circumvention of the laws, the Agreement and the Protocol require the same to be worked out by the Government of both the Countries amicably and the same can also be taken up specifically by the Standing Committee under the Protocol. The true copy of the Agreement and the Protocol is annexed herewith and marked with the Letter -"D".



10. Further, the applicants states that it is agreed between the applicant and respondent no. 9 that the Indian Shipping Agent,

being the respondent no. 9 herein, the primary liability of incurring any expenses related to accident and/or collusion lies with the Shipping Agent which has to be subsequently reimbursed by the owner of the vessel on submission of bills supported with vouchers/documents. Therefore, if the applicant being the owner of the vessel is liable to pay any damages owing to the aforesaid unfortunate accident, under such circumstances, the same has to be paid by their Indian Agent primarily. However, the applicant undertakes to reimburse the same to their Indian Agent on submission of bills supported with vouchers/documents.

11. That the applicant therefore, solemnly declares and/or undertakes that they will certainly reimburse the environmental cost and/or damages which will impose upon them by this Hon'ble Tribunal to their Shipping Agent but for the present it is their humble prayer before the Hon'ble Tribunal that their sea vessel may be released immediately and they may be allowed to take back the same to Bangladesh.
12. It is humbly submitted that since the vessel has been docked for a long time since 13.02.2025, the applicant is suffering huge financial loss day by day and unless the orders as prayed for herein is passed the applicant will suffer further financial loss.
13. That this application is made bona fide and for the best interest of justice, and if the prayer of the applicant is not allowed, they shall suffer irreparable loss, prejudice and injuries.
14. The applicant humbly submits that the balance of convenience is entirely in favour of the petitioner in getting the order as prayed for otherwise, a serious prejudice would be caused to the



X

petitioner if orders are not passed.

15. Unless the orders prayed for herein are passed, your applicant will suffer irreparable loss and prejudice.
16. This application is bona fide and made for the ends of justice.

In light of the above-mentioned facts and position of law, it is humbly prayed that this Hon'ble Tribunal may issue the following orders:

- a) To implead and/or add the applicant as party respondent no. 10 in the instant matter;
- b) To pass necessary orders upon the respondent authorities to release the sea vessel M.V. Sea World belonging to the applicant and allow the applicant to take back the same to Bangladesh or at any other place of their own choice;
- c) To pass other order or orders as this Hon'ble Tribunal may deem fit and proper.

And for this act of kindness, your petitioner, as in duty bound, shall ever pray.



**KING OCEAN SHIPPING LINES**

*Sattii Rami Saha*

**Deputy General Manager**

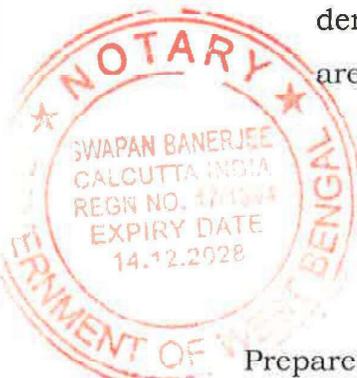
SL. NO. 9

AFFIDAVIT

I, Sathi Rani Saha, daughter of Mr. Sanjoy Kumar Saha, aged about 37 years, by faith- Hindu, by occupation- Service, permanently residing at 335, South Monasatoli, East Dhupoti, Barguna, Dhupoti – 8700, Barguna, Bangladesh, working at House #417, Road # 30, New DOHS Mohakhali, Dhaka- 1206, Bangladesh and Camping at Kempton Hotel, 3, Marquis Street, <sup>opposite to</sup> Fire Brigade Head Quarter, Esplanade, Kolkata- 700 016, do hereby solemnly affirm and state as follows:-

1. I am an officer working as Deputy General Manager in King Ocean Shipping Lincs and I am well acquainted with the facts and circumstances of the present case. I have been duly authorised by King Ocean Shipping Lines to affirm this affidavit on its behalf and as such, I am competent to do so.

2. The statements made in paragraph Nos. 1 to 9 and it's sub-paragraphs are true to my knowledge, which includes information derived from records which I verily believe to be true and the rest are my humble submissions before this Hon'ble Tribunal.



Solemnly affirmed and declared before me on identification  
SWAPAN BANERJEE  
Notary, Calcutta, India  
Govt. of W.B. Regn. No. 17/1994  
Calcutta City Courts' Bar Association (2nd Floor)  
Calcutta-700001

KING OCEAN SHIPPING LINES  
Sathi Rani Saha  
Deputy General Manager

Prepared in my office

Deponent

Bhaskar Shaw

Advocate.

11 NOV 2025

Identified by me

Bhaskar Shaw  
Advocate

Solemnly affirmed before me

this the 11<sup>th</sup> day of November, 2025.

WB/354-A1/2014



## বাংলাদেশ অভ্যন্তরীণ নৌপরিবহন কর্তৃপক্ষ

BANGLADESH INLAND WATER TRANSPORT AUTHORITY

Website: [www.biwta.gov.bd](http://www.biwta.gov.bd) Facebook Page: [www.facebook.com/biwta1958](https://www.facebook.com/biwta1958)  
 বিমাঘাট/২৬টিএ ভবন, ১৪১-১৪৩ মহাবিদ্যালয় রাস্তা, পোষ্ট ৭৯, ঢাকা-১০০০, বাংলাদেশ  
 BIWTA BHABAN, 141, MOULBHEE C/A, POST BOX-78, DHAKA-1000, BANGLADESH  
 Fax: 880-2-9551072, Phones: 9556151-55, 9555042, 9552039, 9552027

File no. 18.11.0000.122.31.021. 22(Part-3)/ 3205

Date: 26 May'2025

To  
 The Director (Traffic)  
 Inland Waterways Authority of India  
 P-78, Garden Reach Road  
 Kolkata-700043.

Sub: Regarding return of Bangladesh Flag vessel MV. Sea World (M-7490) loaded with dry fly ash near Sagor Police Station, Ghoramara Char in Indian waterways.

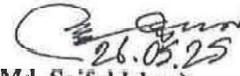
Ref: Application of King Ocean Shipping Lines KOSL/PROTO/WORLD/2025/ACC.01  
 Date: 05/05/2025.

Dear Sir,

BIWTA has been informed by a Bangladeshi operator, King Ocean Shipping Lines that after loading from Budge Budge their own vessel MV Sea World (M-7490) was agrounded on her way to Bangladesh on 13.02.2025 at Ghoramara Char near Sagor Police Station, in Indian waterways. At that time, Mr. Habibullah Purkait, an Indian pilot, was in charge of the loaded vessel. The Crew of the vessel have been kept under local police custody. It's been three months since the vessel and the crew have been stuck in India causing significant financial loss to our protocol operator and trauma to the crew and their families.

In the view of the above, you are requested to take necessary actions to return the vessel along with the crew as the earliest possible. The BIWTA authority is ready to provide all support to you regarding the issue.

With regards,

  
 26.05.25

(Md. Saiful Islam)

Director

&

Competent Authority on behalf of the Govt.  
 of Bangladesh

for functioning of PIWT&T

between Bangladesh & India.

Phone: 9513170, Fax: 9511302

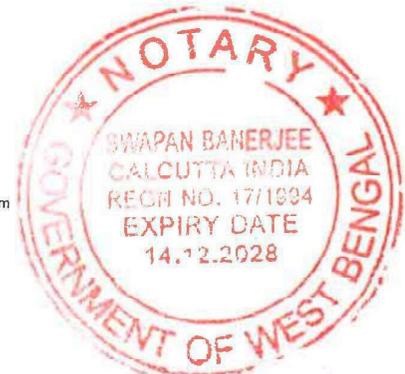
e-mail: [protocolbiwta@gmail.com](mailto:protocolbiwta@gmail.com)

Copy to.

01. Co-ordination Officer, Chairman Office, BIWTA Bhaban, Dhaka.
02. President/General Secretary, Bangladesh Cargo Vessel Owners Association, (BCVOA) 26, 27, 27/1 Green City Regency (9<sup>th</sup> Floor), Kakrail, Dhaka-1205.
03. King Ocean Shipping Lines, H-417, Road No 30, New DOHS, Dhaka-1206.

0366-0443/07 English Letter 1

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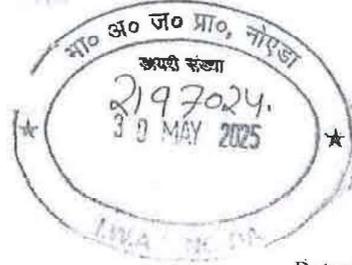


2199398/2025/IWAI-MTR

EW227103908IN



**AJBELA  
NAVIGATION**



SHIPPING AGENT

To,

Date: 26<sup>th</sup> May 2025

1. The Union of India, Through the Secretary, Ministry of Environment, Forest and Climate Change (MoEF&CC),
2. The Additional Chief Secretary, Forest and Environment Department, Govt. of West Bengal,
3. The District Magistrate, District - South 24 Parganas,
- ✓ 4. The Inland Waterways Authority of India (IWAI), Government of India, through its Chairman,
5. Irrigation and Waterways Department, Govt. of West Bengal, through the Principal Secretary,
6. Syama Prasad Mookherjee Port, Kolkata (Erstwhile Kolkata Port Trust) through the Chairman,
7. West Bengal Pollution Control Board, Through its Member Secretary,
8. Central Pollution Board, Through its Member Secretary,

Sub: Release of Crew of Bangladeshi Flag Vessel M.V. SEA WORLD (M-7490)

Dear Sir,

I, on behalf of AJBELA NAVIGATION would like to bring your kind attention that an accident was occurred at the river Hooghly (Muri Ganga) on 13<sup>th</sup> February, 2025 at around 1:30 p.m. in connection with Bangladeshi Flag Vessel M.V Sea World due to an unnatural crack in the vessel's hull midship area. Accordingly, the Union of India through his Secretary filed an Original Application No. 30/2025/EZ which is being taken up Before the National Green Tribunal Eastern Zone Bench, Kolkata.

Subject matter of the said hearing was Sinking B'deshi vessel dumps toxic fly ash in river near Ghoramara, shows video shared by panchayat member News item published in the Times of India, Kolkata Section dated 17.02.2025.

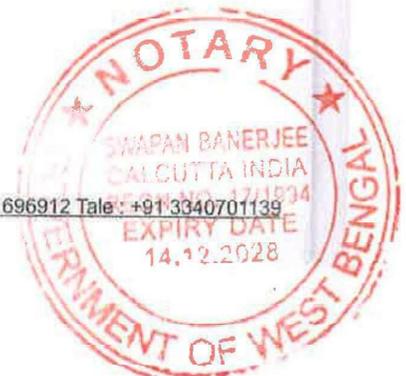
*On file pls*  
*Ans 025*  
*Mr Uma Shankar By 6/6/25*

7, Waterloo Street, Ground Floor, Kolkata - 700 069

E-mail : [ajbelanavigation@gmail.com](mailto:ajbelanavigation@gmail.com), [anoli976@gmail.com](mailto:anoli976@gmail.com), [ripondey@gmail.com](mailto:ripondey@gmail.com) M: 0091 9831696912 Tele: +91 3340701139

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2199398/2025/IWAI-MTR

# AJBELA NAVIGATION

SHIPPING AGENT

The said matter is pending. It appears that in the said vessel namely M.V. SEA WORLD, following crew were posted for running the said vessel, the name and designation of those crew are given below:

SL	Full Name	Rank	I card
1	MD. Alamin Shak	Master	440
2	MD. Rajib Sheikh	Driver	441
3	MD. Jihad Molla	Sukani	442
4	Shagor	Sukani	443
5	Mohammad Alilutu Sardar	Greaser	444
6	MD.Ahad Sheikh	Greaser	445
7	Tarikul Islam	Lasker	446
8	Bappi Shekh	Lasker	447
9	MD. Mibad Faktr	Lasker	448
10	MD. Swon Molla	Lasker	449
11	Shariful Sheikh	Lasker	450
12	Josim Uddin Shakh	Cook	451

It appears that the aforesaid crews are in the custody of Police at Sagar Police Station, Sundarban Police District, without any fault on part of the said crews. They have been detained in India for long period, which is more than 3 months. They are very poor persons and their families are completely dependent on them. Due to their detainment in India, their families are in severe starvation. So, in humanitarian ground, I therefore requesting you to release the aforementioned crews and the vessel and send them to Bangladesh. I am an agent of this program, hereby request all concern to take up the aforesaid matter sympathetically.

Hope your kind co-operation.

Thanking you,

Yours faithfully,

For, AJBELA NAVIGATION

  
  
 Authorized Signatory

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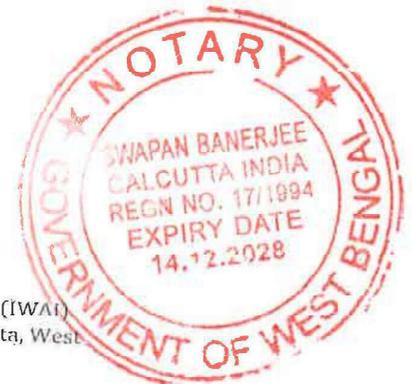
1. Member (Traffic), the Inland Waterways Authority of India (IWAI).
2. Chief Engineer (Logistics), the Inland Waterways Authority of India (IWAI).
3. The Director, the Inland Waterways Authority of India (IWAI) Kolkata, West Bengal.

7, Waterloo Street, Ground Floor, Kolkata - 700 069

E-mail : [ajbelanavigation@gmail.com](mailto:ajbelanavigation@gmail.com), [anoll976@gmail.com](mailto:anoll976@gmail.com), [ripohdey@gmail.com](mailto:ripohdey@gmail.com) M: 0091 9831696912 Tale : +91 3340701139

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-TRUE COPY-



# AJBELA NAVIGATION

SHIPPING AGENT

Date: 17.07.2025

To  
The Director  
Inland Waterways Authority of India  
P-78, Garden reach Road  
Kolkata-700043

**Subject:** Current Position of M.V. Sea World (M. No. # 7490)

Dear Sir,

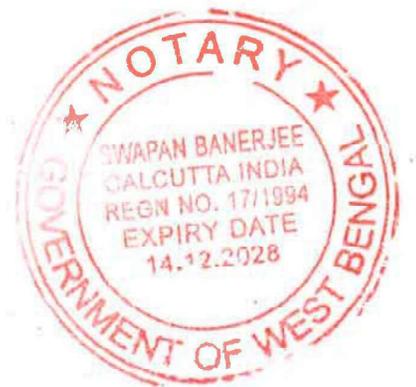
This is to inform you that our Bangladeshi-flagged vessel, *M.V. Sea World (M. No. # 7490)* is in floating condition and anchored at Harwood Point, Kakdwip Kalinagar, West Bengal, Pin-743347.

We also appointed two local resident people on the vessel *M.V. Sea World* to look after it at the point.

We attached photographs of *M.V. Sea World* for your kind perusal and information.

Thanking you,

Yours faithfully,  
For AJBELA NAVIGATION



7, Waterloo Street, Ground Floor, Kolkata - 700 069

E-mail : [ajbelanavigation@gmail.com](mailto:ajbelanavigation@gmail.com), [ano1976@gmail.com](mailto:ano1976@gmail.com), [ripondex@gmail.com](mailto:ripondex@gmail.com) M: 0091 9831696912 Tele : +91 3340701139

## TRADE AGREEMENT BETWEEN INDIA AND BANGLADESH

The Government of the Republic of India and the People's Republic of Bangladesh,

Being conscious of the urge of their two peoples to enlarge areas of mutual co-operation;

Desirous of expanding trade and strengthening economic relations between the two countries on the basis of equality and mutual benefit;

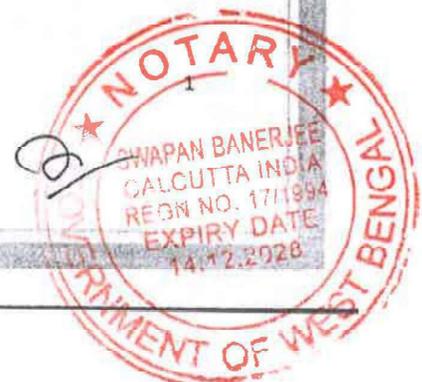
Have agreed as follows:

### Article I

The two Governments recognizing the need and requirement of each other in the context of their developing economies undertake to explore all possibilities, including economic and technical cooperation, for promotion, facilitation, expansion and diversification of trade between the two countries on the basis of equality and mutual benefit.

### Article II

The two Governments agree to take appropriate measures in accordance with the evolving international trading system for mutual benefit of developing countries and least developed countries in so far as such measures are consistent with their individual, present and future development, financial and trade facilitation.



**Article III**

The two Governments agree that expansion of their mutual trade exchanges would make an important contribution towards their development. To this end, they agree to take appropriate and special measures during periodic reviews taking into account the asymmetries between the two countries with a view to augmenting and diversifying their mutual trade specially in respect of specific products as may be agreed upon.

**Article IV**

All payments and charges in connection with trade between the two countries shall continue to be effected in freely convertible currencies in accordance with the foreign exchange regulations in force in each country from time to time.

**Article V**

Imports and exports of commodities and goods produced or manufactured in India or Bangladesh, as the case may be, shall be permitted in accordance with the Import, export and foreign exchange laws, regulations and procedures in force in either country from time to time taking into account asymmetries between the two countries.

**Article VI**

Each Government shall accord to the commerce of the country of the other Government, treatment no less than that accorded to the commerce of any third country.



**Article VII**

The provisions of Article VI shall not prevent the grant or continuance of

- a) Privileges which are or may be granted by either of the two Governments in order to facilitate frontier trade by separate agreement(s);
- b) Advantages and privileges which are or may be granted by either of the respective neighboring countries;
- c) Advantages resulting from any customs union, a free trade area or similar arrangements which either of the two Governments has concluded or may conclude in the future;
- d) Advantages or preferences accorded under any scheme for expansion of trade and economic co-operation among developing countries, which is open for participation by all developing countries, and to which either of two Governments is or may become a party.

**Article VIII**

The Two Governments agree to make mutually beneficial arrangements for the use of their waterways, roadways and railways for commerce between the two countries and for passage of goods between two places in one country and to third countries through the territory of the other under the terms mutually agreed upon.

In such cases, fees and charges, if leviable as per international agreements, conventions or practices, may be applied and transit guarantee regime may be established through mutual consultations.



**Article IX**

Each Government will grant merchant vessels of the other country while entering, putting off and lying at its ports the most-favoured-nation treatment accorded by their respective laws, rules and regulations to the vessels under the flag of any third country.

Both the Governments agree on the basis of shipper's preference, to utilize to the maximum extent possible, the vessels owned/chartered by shipping organizations of the two countries concerned for shipping cargoes imported or exported under this Agreement at competitive freight rates.

**Article X**

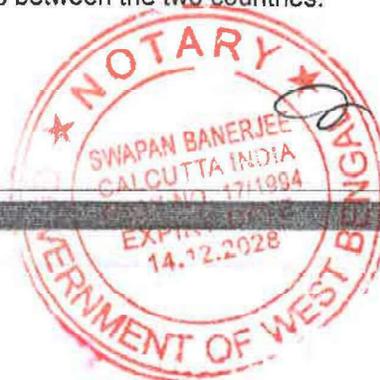
The two Governments agree to cooperate effectively with each other to prevent infringement and circumvention of the laws, rules and regulations of either country in regard to matters relating to foreign exchange and foreign trade.

**Article XI**

The two Governments agree to accord, subject to their respective laws and regulations, reasonable facilities for the holding of trade fairs and exhibitions and visits of business and trade delegations sponsored by the Government concerned.

**Article XII**

In order to facilitate the implementation of this Agreement, the two Governments shall consult each other at least once in a year or earlier as and when necessary, and shall review the working of the Agreement with special attention to the asymmetries between the two countries.





### Article XIII

This Agreement may be modified, reviewed or amended at any time with the mutual consent of the two Governments.

### Article XIV

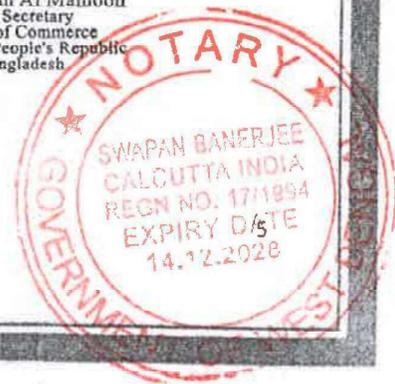
This Agreement shall be valid for five years with effect from the First day of April, 2015 unless terminated earlier. It shall automatically be extended for successive terms of five years unless either Government terminates the Agreement by giving a written notice of its intention to terminate to the other Government at least six months before the end of such a term. In case of termination, it shall cease to operate on the expiry of the respective term. But termination shall not affect the actions taken or agreements reached pursuant to this Agreement.

Done in Dhaka, on the Sixth day of June, 2015, in two original copies, each in Hindi, English and Bangla, all the texts being equally authentic. In case of difference, the English text shall prevail.

For the Government of the  
Republic of India

For the Government of the  
People's Republic of Bangladesh

Hedayetullah Al Mamoon  
Senior Secretary  
Ministry of Commerce  
Govt. of the People's Republic  
of Bangladesh



-TRUE COPY-

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PROTOCOL ON INLAND WATER TRANSIT AND  
TRADE

In pursuance of Article VIII of the Trade Agreement entered into between the Government of the People's Republic of Bangladesh and the Government of the Republic of India on the Sixth day of June, 2015 wherein the two governments agree to make mutually beneficial arrangements for the use of their waterways for commerce between the two countries and for passage of goods between two places in one country and to third countries through the territory of the other under the terms mutually agreed upon.

In such cases, fees and charges, if leviable as per international agreements, conventions or practices, may be applied and transit guarantee regime may be established through mutual consultations. It is further agreed as following:

**1. Definition:**

For the purpose of this Protocol unless the context otherwise requires:

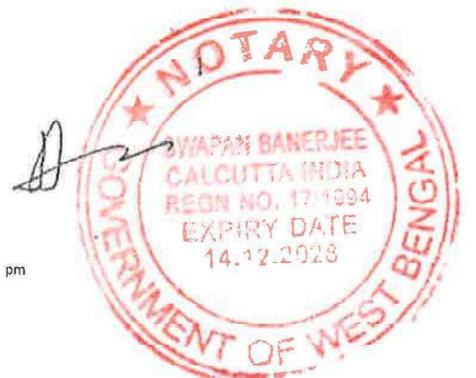
1.1 The term "Competent Authorities" will mean the authorities authorized by the respective Government;

1.2 The term "route" will refer to the routes:

(1) Kolkata- Haldia- Raimongal- Chalna- Khulna- Mongla- Kawkhali- Barisal- Hizla- Chandpur- Narayanganj- Aricha- Sirajganj- Bahadurabad- Chilmari- Dhubri- Pandu- Shilghat.

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(2) Shilghat- Pandu- Dhubri- Chilmari- Bahadurabad- Sirajganj- Aricha- Narayanganj- Chandpur- Hizla- Barisal Kawkhali- Mongla- Khulna- Chalna- Raimongal- Haldia- Kolkata.

(3) Kolkata- Haldia- Raimongal- Mongla- Kawkhali- Barisal- Hizla- Chandpur- Narayanganj- Bhairab Bazar- Ashuganj- Ajmiriganj- Markuli- Sherpur- Fenchuganj- Zakiganj- Karimganj.

(4) Karimganj- Zakiganj- Fenchuganj- Sherpur- Markuli- Ajmiriganj- Ashuganj- Bhairab Bazar- Narayanganj- Chandpur- Hizla- Barisal- Kawkhali- Mongla- Raimongal- Haldia- Kolkata.

(5) Rajshahi- Godagari- Dhulian.

(6) Dhulian- Godagari- Rajshahi.

(7) Karimganj- Zakiganj- Fenchuganj- Sherpur- Markuli- Ajmiriganj- Ashuganj- Bhairab Bazar- Narayanganj- Chandpur- Aricha- Sirajganj- Bahadurabad- Chilmari- Dhubri- Pandu- Shilghat.

(8) Shilghat- Pandu- Dhubri- Chilmari- Bahadurabad- Sirajganj- Aricha- Chandpur- Narayanganj- Bhairab Bazar- Ashuganj- Ajmiriganj- Markuli- Sherpur- Fenchuganj- Zakiganj- Karimganj

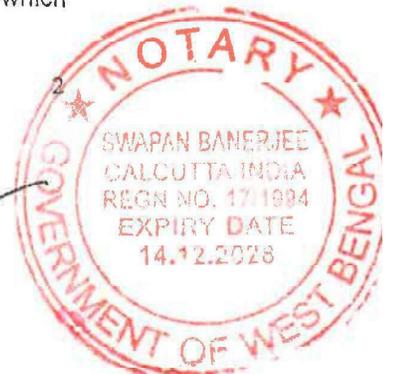
or such other routes as may be prescribed by the Competent Authorities from time to time.

1.3. The term "Vessels" will mean the watercrafts which are registered under the Inland Shipping Ordinance, 1976, as amended from time to time in case of Bangladesh vessels and Inland Vessels Act, 1917, as amended from time to time in case of Indian Vessels. This will cover vessels which carry only commercial goods stated in the preamble of the Protocol.

*wsa*

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*[Signature]*



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## 2. Conservancy and pilotage:

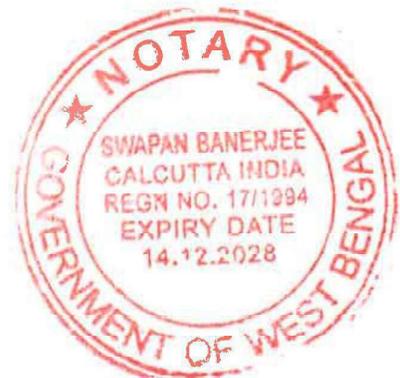
2.1 Each country will maintain the river routes falling within its territory in a navigable condition and provide all the essential pilotage and conservancy services, including hydrographic surveys and supply of charts, if prepared and available for commercial navigational use to inland water transport operators, and aids to night navigation where facilities for such navigation already exist.

2.2 Acknowledging that there may be routes or parts of routes in one country, primarily being used by the transit traffic of the other, the country maintaining such routes will provide aids to night navigation on such routes, provided the country using such routes pays, by mutual agreement, for the installation and maintenance of such aids. The amount to be paid and the manner of its payment shall be mutually agreed upon by the two sides.

## 3. Port dues and other charges:

3.1 Port dues may be levied by the competent authorities in either country on the vessels belonging to the other country and engaged in inter country trade.

3.2 The competent authorities in either country may also levy on the vessels of the other country charges for conservancy, pilotage and other specific services at par with those charged from the local vessels. The charges will be determined with reference to cargo carrying capacity of the vessels, as applicable to local vessels. Charges for such services shall be paid within 30 (thirty) days of receipt of the bills by the Competent Authority, failing which further voyage will not be permitted.



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3.3 Acknowledging that one country may be required to maintain routes or parts of routes primarily on account of the transit traffic of the other, the country utilizing such routes will provide to the other country an agreed sum of money for the maintenance of such routes including conservancy and pilotage.

3.4 The routes between Sirajganj and Daikhawa in the Northern Delta Section of the River Jamuna-Brahamaputra and the route between Sherpur and Zakiganj in the North Eastern Delta Section of the Kushiara river are recognized by both sides as routes being maintained primarily for the use of Indian transit traffic.

3.5 For the maintenance of the above mentioned services on these routes, the Government of India has been paying to the Government of Bangladesh in convertible currency (in USD) at the rate of BD taka 1000 lakh for the period April 1, 2015 to March 31, 2016. The sum may be enhanced considering prevailing market prices of operational aspects as and when required on mutual agreement.

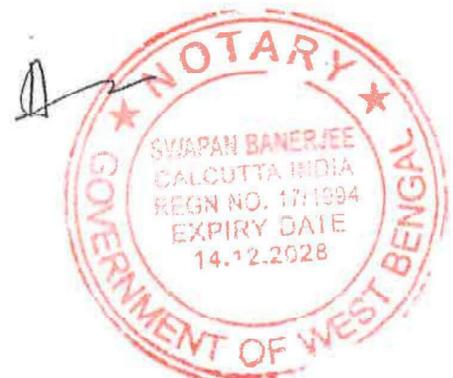
#### 4. Handling facilities:

Each country will permit the vessels of the other country to utilize all available cranes and other handling facilities on the same terms and conditions as are applicable to local vessels.

#### 5. Supply of bunkers:

The vessels of either country plying between the two countries and also between places in the same country through the other country will be permitted to purchase the fuel required by them for the purpose of their operations on payment of the convertible currency. Vessels of one country may be bunkered at the following points of other country:

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<u>Bangladesh</u>	<u>India</u>
Sheikbaria	Kolkata
Mongla	Budge Budge
Khulna	Haldia
Barisal	Namkhana
Chandpur	Karimganj
Narayanganj	Dhubri
Sirajganj	Jogigopa
Chilmari	Pandu

or at any other points as determined mutually from time to time by the Competent Authorities of both the countries.

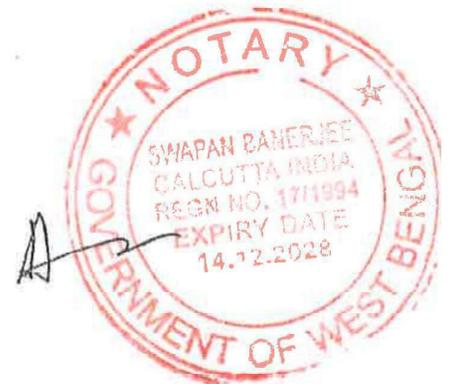
#### 6. Purchase of essential stores:

The vessels operating in either country will be allowed to purchase in convertible currency the stores which they may require for their operation during the voyage in the other country at places of bunkering. In order to do so, conversion facilities will be provided at the bunkering points.

#### 7. Purchase of provisions by the fleet personnel during voyage:

Fresh food and other provisions essential for fleet personnel will be allowed to be purchased in either country to meet the requirements of voyage. The purchase will be made in convertible currency at the points of bunkering. In order to do so, conversion facilities will be provided at the bunkering points. In exceptional circumstances only purchases may be made at places other than the bunkering points. The appropriate authorities of either country may prescribe the manner in which such purchases may be made should it be deemed necessary.

*msa*



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**8. Repair facilities:**

Vessels of either country calling for urgent repairs on route will be allowed to have repairs done at the Government owned or any reputed marine workshop in either country with the prior permission of the respective Competent Authority. The expenditure incurred on such repairs will be reported by the operators to the concerned foreign exchange authorities for their clearance in accordance with the provisions of Article 25.

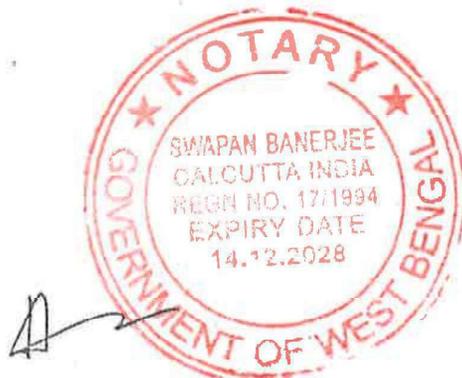
**9. Assistance to be provided by either country to the vessels of the other in distress :**

Each country will provide all the necessary facilities to the vessels of the other, which may be grounded or otherwise in distress during their voyage in its waterways. Expenditure incurred in salvage operations, if required on such occasions, shall be cleared in accordance with the arrangements to be made under Article 25.

**10. Submission of voyage forecast for voyage permission to use waterways:**

The vessels of one country before using the waterways of the other country will obtain the permission of the other country for entry. In such cases the voyage forecasts, in the prescribed form, for the vessels of one country will be submitted to the competent authority of the other country at least four days before the expected date of entry into the country of entry.

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**11. Nomination of "Ports of Call" on equal basis:**

One country will provide the facilities of "Ports of Call" to the vessels of the other country engaged in inter country trade and number of such Ports of Call will be equal in both countries. Both sides agreed that the following would be treated as 'Ports of Call' in their respective country.

<u>Bangladesh</u>	<u>India</u>
Narayanganj	Kolkata
Khulna	Haldia
Mongla	Karimganj
Sirajganj	Pandu
Ashuganj	Shilghat

**12. Recognition of survey certificates and other documents:**

The survey certificates and other documents issued by the appropriate authorities in one country for the vessels registered in it and running to or through the other will be recognized and accepted as valid by the other. These certificates or documents shall be produced by the Master of the vessels concerned at the points of entry and at the other points, as may be required, during the voyage.

**13. Flying of Flags:**

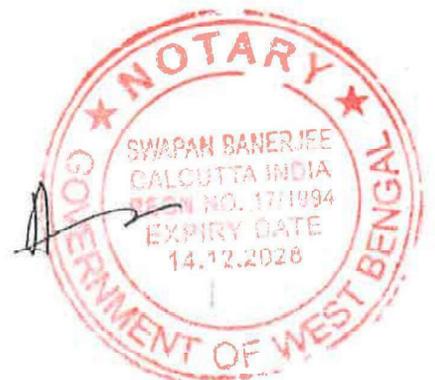
The vessels of each country will carry its national flag and the national flag of the country through which it is transiting besides its house flag.

**14. Use of radio-telephone by river craft:**

Inland vessels will be allowed to be equipped with radio-telephone for facilities of speedy commercial communications, specially in emergencies



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in conformity with the current regulations of the country through which the vessels are in transit.

**15. Registration and issue of identity cards:**

The personnel manning vessels plying through or between the two countries shall carry certificate of employment and permits with a photograph of the concerned individual duly authenticated by the authorities to be nominated by the respective countries in regard to their personnel. Officers supervising or controlling the fleet of the operators in either country shall carry passport endorsed with multiple entry visas.

**16. Permission to fleet personnel and travelling officers to go by rail, road or air in special circumstances:**

Fleet personnel and travelling officers posted to any of the vessels, carrying transit cargo in either country will be allowed to travel by rail, road or air, whenever they are required to join duty on the vessels, or when they have to leave their duty on the vessels by reason of sickness or other urgent contingencies. Such movements will be simultaneously reported to the appropriate authorities of either country.

**17. Prohibition on vessels carrying transit cargo:**

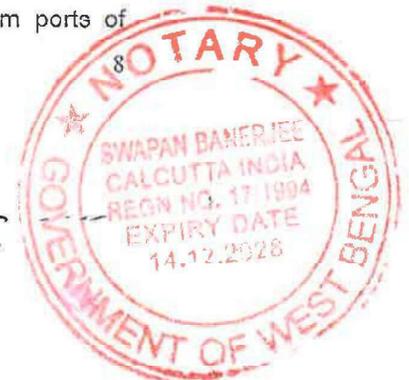
Vessels carrying transit cargo through one country will not be engaged in inter country trade and will not take or discharge cargo or passengers in the country through which they are passing. All necessary facilities for inspection will be accorded by each country to the Customs and other agencies. No undue delay will be caused to the voyage of any vessels on account of such inspections.

**18. Sharing of inter-country trade and transit cargo:**

The two Governments agree to sharing of the carriage of inter country trade and transit cargo on an equal tonnage basis (i.e. 50:50) as far as practicable by the vessels of signatory countries to and from ports of



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call/customs stations including extended places of loading and unloading under customs formalities and supervision. The competent authorities of the two countries will take steps to operationalise the sharing through appropriate measures keeping in view that expeditious transportation of cargo is in the mutual interest of both countries.

**19. Common freight rates:**

The operators in both the countries will charge to the extent practicable uniform freight rates for both inter-country trade and transit traffic. Such rates will be fixed by the competent authorities by mutual consultations.

**20. Evolving uniform documentation for vessels:**

The document issued in accordance with the regulations in one country, in respect of the cargoes carried by vessels going to or through the other country will be accepted by the other. Efforts will be made to evolve uniform documentation in both the countries as early as possible.

A Manifest in duplicate for in-transit goods in addition to the Manifest Book shall be submitted to the Customs Officer at the point of entry. One copy of the Manifest will be retained by him and the other, duly endorsed will be sent in sealed cover through the Master of the vessel to the Customs Officer at the exit points.

**21. Customs checks and documentation:**

Both the countries agree to reduce customs documentation and other requirements to the essential minimum for the purpose of transit and to have custom stations at or near the points of entry and exit in each country.

**22. Freight remittance facilities:**

The freight earned by the vessels of either country from the traffic, originating in the other and carried by them, will be allowed to be remitted to the owners of the vessels in accordance with the arrangements for

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remittance of surplus collection between the two countries that may be in force from time to time in accordance with Article 25.

**23. Permission to operate trucks between places in India and river stations in Bangladesh:**

23.1 Bangladesh Truck and/or Tractor-Trailers may carry cargoes transhipped from river crafts at Sherpur and Ashuganj to the Indian border.

23.2 Cargoes brought by deeper draft vessels from India up to Sherpur and Ashuganj or any other point on the waterways in Bangladesh may be transhipped into shallow draft vessels for destination in India. Conversely, transshipments can also be made from shallow draft vessels to deeper draft vessels. Transshipments will be carried out under the supervision of BIWTA and Customs authorities of Bangladesh.

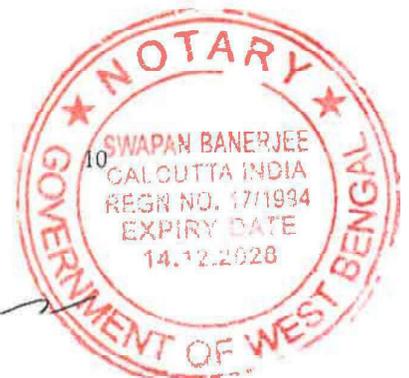
**24. Opening of branch offices and appointment of agents:**

The operators of vessels in one country will be allowed to open their branch offices or appoint their agents only at major inland ports and secondary river ports in the other. However, such branch offices will be opened with due approval from the country concerned.

**25. Arrangements for settlement, clearance & remittance:**

Subject to their respective foreign exchange regulations, the competent authorities of India and Bangladesh, shall through mutual consultations, establish a comprehensive system for quick settlement, clearance and remittance of all sums, claims, or dues on account of goods supplied, services rendered or facilities accorded to the vessels of one country in or by the other.

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**26. Setting up of a Standing Committee:**

For evaluation and reviewing the working of this Protocol and for the purpose of improvement of inland water transportation between the two countries, there shall be a Standing Committee, including representatives of the Ministry of Shipping of Bangladesh and Department of Shipping, Ministry of Shipping, Road Transport and Highways of India, the representatives of the Ministry of Finance of Bangladesh and of India, the representatives of BIWTA, BIWTC of Bangladesh and IWAI and CIWTC of India, the concerned Customs officials of both countries and two representatives of the operators, one from each country.

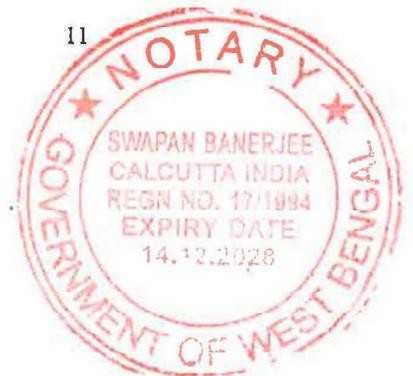
The Committee may co-opt members whose participation is considered necessary by it. The Standing Committee shall meet at least once in six months and its findings shall be forwarded to the respective Governments for necessary action.

**27. Addition of new Routes and more Ports of Call:**

Amendment, alteration, addition, repeal of any provision of this Protocol may be done by both the Governments by mutual consultations and through exchange of letters.

**28. Term of the Protocol:**

This Protocol shall be automatically renewed in line with India - Bangladesh Trade Agreement. This Protocol shall come into force from the Sixth day of June 2015. It shall automatically be extended for successive five years unless either Government terminates the Protocol by giving a written notice of its intention to terminate to the other Government at least 6 months before end of term. In case of termination, it shall cease to operate on the expiry of the respective term. But termination shall not affect the actions taken or agreements reached pursuant to this Protocol.



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To assess the progress of operation of PIWT&T as well as to take instant decision considering the circumstances, Shipping Secretary of both the countries will meet at least once in every two years.

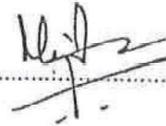
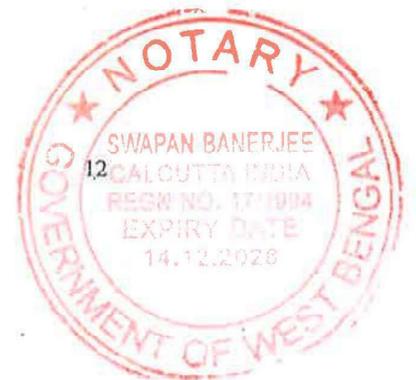
Done in Dhaka on the Sixth day of June, 2015 in two original copies, both in English.

For the Government of the  
People's Republic of Bangladesh

For the Government of the  
Republic of India



Shafique Alam Mehdi  
Secretary  
Ministry of Shipping  
Govt. of the People's Republic  
of Bangladesh



# King Ocean Shipping Lines

Coastal Vessel Owner, Ship Charterer, Ship Management & Shipping Agent

**Khulna Office:** 5/5, Sonadanga East Lane, Thana: Sonadanga, District: Khulna-9100, Bangladesh.

**Corporate Office:** House # 417, Road # 30, New DOHS Mohakhali, Dhaka-1206, Bangladesh, Tel: (88-02) 9835355

Fax: (88-02)9833853, Email: kingoceanbd@gmail.com, baichi101@gmail.com, Web: www.arifgroupofcoandind.com.bd

## AUTHORITY LETTER

BY THIS AUTHORITY LETTER, I, K.M. Arifuzzaman, sole proprietor of King Ocean Shipping Lines (Arif Group of Company), House No-417, Road No 30, New DOHS, Mohakhali, Dhaka-1206, do hereby nominate, appoint, and authorise, Ms. Sathi Rani Saha, daughter of Sanjoy Kumar Saha, Deputy General Manager of King Ocean Shipping Lines (Arif Group of Company), to be true and lawful authorised person to act and perform all or any of the following acts, deeds, matters, and things for and on behalf of the Company:-

1. To represent and appear on behalf of the Company and to perform all or any acts, deeds, matter or things in respect of the a suit filed before the National Green Tribunal, Eastern Zone Bench, Kolkata in respect of Original Application No.30/2025(EZ).

2. To sign, verify and present the Vakalatnama and all necessary petitions, Applications, Replies, Rejoinders, Revisions, Appeals, Affidavits, Declarations, complaints, correspondences, and other related proceedings, and give evidence as well as to file documents on behalf of the Company regarding the aforesaid matter the National Green Tribunal, Eastern Zone Bench, Kolkata in respect of Original Application No.30/2025(EZ).

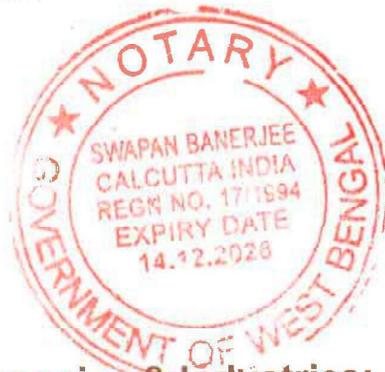
3. To appear and sign all necessary documents before the concern administrative authorities as well as other Governmental offices on behalf as well as for benefit of the company in respect of the aforesaid and also make necessary compliance of the order/s of any Hon'ble Courts, Tribunals, Forums and/or administrative authorities of both State Government and Government of India.

AND, I, do hereby agree that, all acts, deeds and things done by the authorised person by virtue of this Authority Letter shall be construed to be done by the Company and I undertake to ratify and confirm such acts and action by the Authorised Signatory.

किंग ओसान शिपिंग लाइन्स  
(के.एम. आरिफुज्जामान)  
K.M. Arifuzzaman, Proprietor

Place:- Dhaka

Date:-



The specimen signature of Ms. Sathi Rani Saha has been attested below:

- 1).....
- 2).....
- 3).....

Attested  
किंग ओसान शिपिंग लाइन्स  
K. M Arifuzzaman  
(के.एम. आरिफुज्जामान)  
Proprietor  
प्रोप्राइटर

Arif Group of Companies & Industries:

M/S Baichi International

King Ocean Shipping Lines

Amazing Design & Development Ltd.

Arif Enterprise

DML Industries Limited

Laflored

# VAKALATNAMA

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,  
EASTERN ZONE, KOLKATA BENCH

I.A. NO. 99 / 2025 / EZ

IN CONNECTION WITH

ORIGINAL APPLICATION NO. 30 / 2025 / EZ

**IN THE MATTER OF:**

SINKING B'DESHI VESSEL DUMPS  
TOXIC FLY ASH IN RIVER NEAR  
GHORAMARA, shows video shared by  
panchayat member news item  
published in the Times of India Kolkata  
Section dated 17.02.2025

... APPLICANT

VERSUS

UNION OF INDIA AND OTHERS

... RESPONDENTS

VAKALATNAMA ON BEHALF OF: KING OCEAN SHIPPING LINES

KNOW ALL MEN BY THIS presents that I/We do hereby put and depute in my place and stead Mr. Bikash Shaw, Advocate-on-record to act, Prosecute and defend in the above matter and to do all such acts, and things and pay all such fees and charges in connection therewith as he shall deem necessary and I undertake and promise to pay to the said Advocate -on-record all such costs charges and expenses as they may or shall from time to time suffer, incur or be put to in the premises and shall pay the balance of all costs and charges any expenses (if any) within one month after issue of the allocature.

IN WITNESS WHEREOF I sign and execute this vakalatnama on this      Day of  
November, 2025

Name of Advocate

Mr. Bikash Shaw, Advocate,  
10, Old Post Office Street,  
4<sup>th</sup> Floor, Room no -107/4,  
Kolkata-700 001

Mobile No. 9999738942

Email id: bikash90999@gmail.com

Enrolment id: WB/954-A1/2014

KING OCEAN SHIPPING LINES

Satish Ranil Saha

Deputy General Manager

RECIVED THE VOKALATNAMA  
FROM THE EXECUTANT  
SATISFIED & ACCEPTED BY ME

 Divyanshu Shaw

ADVOCATE



Bikash Shaw &lt;bikash90999@gmail.com&gt;

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**Service in In Re: Sinking B'deshi vessel dumps toxic fly ash Vs. Union of India & Ors. [OA. No. 30 of 2025]**

1 message

**Bikash Shaw** <bikash90999@gmail.com>

Tue, Nov 11, 2025 at 7:31 PM

To: rajib.ray23@gmai.com, poushali\_b@yahoo.com, Dipanjan Ghosh <dpnjnghsh0@gmai.com>, dpnjnghsh@gmai.com, surendra\_kumar15@rediffmai.com, Dipanjan Ghosh <dpnjnghsh0@gmail.com>, "ajbelanavigation@gmail.com" <ajbelanavigation@gmail.com>, Amrita Pandey <amritalegal@gmail.com>, mansi@eidfindia.com, eldflegal@gmai.com

Dear Sir/Ma'am

Please find attached copy of the IA for Directions filed on behalf of King Ocean Shipping Lines in the above mentioned case.

Thanks &amp; Regards

Bikash Shaw  
Advocate,

10, Old Post Office Street,  
Kolkata- 700 001  
Mob: +91- 99997-38942  
+91- 79801-44836

Email: [bikash90999@gmail.com](mailto:bikash90999@gmail.com)

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**ADDITION OF PARTY APPLICATION IN OA 30 of 2025.pdf**  
20620K

**BEFORE THE NATIONAL GREEN  
TRIBUNAL  
EASTERN ZONE BENCH, KOLKATA**

**I.A. NO. \_\_\_\_\_ / 2025 / EZ**

**In Connection With**

**O. A. NO. 30 / 2025 / EZ**

**IN THE MATTER OF:**

**SINKING B'DESHI VESSEL DUMPS  
TOXIC FLY ASH IN RIVER NEAR  
GHORAMARA, shows video shared  
by panchayat member news item  
published in the Times of India  
Kolkata Section dated 17.02.2025**

**...APPLICANT**

**VERSUS**

**UNION OF INDIA AND OTHERS**

**...RESPONDENT(S)**

**AN APPLICATION FOR ADDITION  
OF PATRY FILED BY KING OCEAN  
SHIPPING LINES**



**MR. BIKASH SHAW, ADVOCATE  
HIGH COURT, CALCUTTA  
10, OLD POST OFFICE STREET,  
TOP FLOOR, ROOM-107/4,  
KOLKATA - 700 001.  
PHONE#9999738942  
Email id: bikash90999@gmail.com**