

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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DELTA CORP SHIPPING PTE LTD,	:
	:
Plaintiff,	:
	:
- against -	:
	:
	:
RANKERS INTERNATIONAL PVT LTD,	:
	:
Defendant	:
-----X	

Civil Action:
IN ADMIRALTY

DECLARATION OF ELIZABETH TURNBULL

I, Elizabeth Turnbull, under the penalties of perjury under the laws of the United States pursuant to 18 U.S.C. § 1746, declare the following is true and correct:

1. I am a Partner at the law firm Preston Turnbull LLP, which acts as counsel for Delta Corp Shipping Pte Ltd (“Plaintiff”) in connection with the proceedings currently pending between Plaintiff and Rankers International Pvt Ltd (“Defendant”) in the London Maritime Arbitrators Association (“LMAA”) before arbitrators George Eddings and Sarra Kay.
2. I am fully familiar with the facts of the case.
3. I submit this Declaration to provide a factual background for Plaintiff’s claim in the London arbitration and in support of Plaintiff’s Verified Complaint seeking a Rule B attachment of Defendant’s property in New York.

FACTS

A. The LMAA Claims Submission

4. On July 2, 2020, Plaintiff's London Solicitors Preston Turnbull LLP commenced the LMAA proceedings by serving Plaintiff's Claim Submission on Defendant. A true and correct copy of the LMAA Claim Submission is attached as Ex. A.

5. The Claim Submission alleges Defendant breached the charter party dated February 28, 2020 (the "Charter Party") by failing to provide cargo for transport under the Charter Party.

6. The Charter Party between Plaintiff and Defendant was for the transport of 55,000 MT, with 10% more or less, of bulk salt from Kandla, India to Lianyungang, China with a laycan at the loadport of April 1-10, 2020.

7. Pursuant to the Charter Party, Plaintiff was to nominate a vessel to perform the transport within three days of arrival at the loadport and Defendant was to confirm the nominated vessel within one day of arrival at the loadport.

8. On March 25, 2020, Defendant Rankers attempted to cancel the Charter Party by invoking Force Majeure due to the COVID-19 pandemic and resulting challenges for Rankers' operations.

9. The Force Majeure clause of the Charter Party does not cover the COVID-19 related challenges alleged by Defendant. Further, the loadport remained open and Defendant Rankers was actively shipping salt out of the loadport during the Charter Party laycan.

10. On March 30, 2020, Plaintiff nominated the M/V STAR ERACLE to perform the transportation under the Charter Party.

11. Defendant Rankers responded on March 31, 2020 and rejected the nomination of the M/V STAR ERACLE, citing the COVID-19 pandemic.

12. As a result of Defendant's breach, Plaintiff suffered damages as follows:

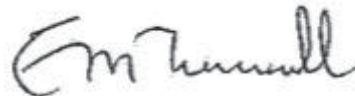
- a. Loss of profit: \$148,440.16
- b. FFA hedge losses: \$134,250.00
- c. Bunker hedge losses: \$77,500.00
- d. **Total: \$360,190.16**

13. The claim with respect to the alleged breach of the Charter Party is fact-intensive and has been expensive to prepare and present to the LMAA arbitrators. Maritime Arbitrators in London award interest, legal fees and arbitral costs to a successful party. Plaintiff estimates interest and legal costs will be in the sum of at least **\$201,600.00**.

14. The total amount of Plaintiff's claims for which Plaintiff requests issuance of Process of Maritime Attachment and Garnishment is **\$561,790.16**.

Pursuant to Title 28 of the United States Code, section § 1746, I solemnly declare under penalty of perjury that the forgoing is true and correct.

Executed in London, England on 4 November 2020



Elizabeth Turnbull