

Pohla & Hallmägi

25 YEARS OF PROFESSIONAL LEGAL SERVICES

Actor No 1:

Raduga Shipping Limited:



[About Us](#) [Fleet](#) [News](#) [CONTACT US](#)

AUTHENTIC, FIERCE, AND STRONG

Raduga Shipping is a family business planted on maritime traditions with an ambition to grow and develop.



Pohla & Hallmägi

25 YEARS OF PROFESSIONAL LEGAL SERVICES

Actor No 2:

Netaman Repair Group OÜ:



The screenshot displays the website interface for Netaman Repair Group OÜ. On the left is a dark blue navigation menu with the company logo at the top, which features a stylized 'S' and 'R' inside a circular emblem with the text 'NETAMAN REPAIR GROUP'. The menu items are: ABOUT US, MAP, DOCKS, SHIP REPAIR, STEEL CONSTRUCTIONS, EQUIPMENT, GALLERY, CONTACTS, and WEATHER. The main content area is also dark blue. It features a section titled 'ABOUT US' with a paragraph of text: 'In the world of today, time is the most precious resource. Our mission is to provide high-quality ship repair services in an effective and timely manner. Everything we do is based on our core values – honesty, quality, and safety. Netaman Repair Group has been in business since 2004, and we have proven ourselves to be a reliable partner. We do not shy away from challenges and our main goal – to make the process of ship repair easier and more transparent for the ship owners.' Below this is another paragraph: 'You can trust us to handle the ship repairs while you spend your time doing what is really important to you.' Further down is a section titled 'OUR HISTORY' containing a gallery of images. The current slide in the gallery is titled '2006 - Dock Karel' and shows a large blue and white floating dock structure in a body of water. The dock has 'KAREL' and 'DOK 1' written on its side. A red buoy with the number '325' is visible in the foreground. Navigation arrows and a date '2006 11 17' are visible at the bottom of the gallery slide.

Pohla & Hallmägi

25 YEARS OF PROFESSIONAL LEGAL SERVICES

Cooperation:

Netaman Repair Group OU		Raduga Shipping Ltd				
reg no. - 11707242		reg no. - 362954				
ph.		Karaiskaki 13, Limassol, 3032, Cyprus				
E-Mail:		ph. 35799205040				
		E-Mail: accounting@radugashipping.com				
Invoice no.	Balance at 01.01.2023	Acquisitions	Payments date	Payments Sum EUR	Debit	
014NRG 31.01.24	0.00 EUR	26 630.00 EUR	04.04.2024	26 630.00 EUR		Silur
034NRG 06.02.24	0.00 EUR	79 961.90 EUR				Silur
034NRG 06.02.24			14.02.2024	55 973.37		Silur
034NRG 06.02.24			04.04.2024	11 994.29		Silur
034NRG 06.02.24			12.04.2024	11 994.29		Silur
035NRG 09.02.2024	0.00 EUR	53 886.50 EUR	27.03.2024	53 886.50 EUR		Jura
037NRG 16.02.2024	0.00 EUR	2 250.00 EUR	16.02.2024	2 250.00 EUR		Electron
038NRG 16.02.2024	0.00 EUR	339 992.25 EUR		0.00 EUR		Electron
038NRG 16.02.2024			16.02.2024	199 000.00		Electron
038NRG 16.02.2024			03.04.2024	70 496.13		Electron
038NRG 16.02.2024			18.06.2024	70 496.12		Electron
066NRG 12.03.2024	0.00 EUR	242 397.30 EUR	0.00 EUR	0.00 EUR		Silur
066NRG 12.03.2024			12.03.2024	100 000.00		Silur
066NRG 12.03.2024			04.04.2024	67 974.43		Silur
066NRG 12.03.2024			12.04.2024	74 422.85		Silur
066NRG 12.03.2024						Silur
064NRG 03.04.2024	0.00 EUR	2 400.00 EUR	04.04.2024	2 400.00 EUR		Silur
126NRG 17.05.2024	0.00 EUR	144 334.30 EUR	0.00 EUR	0.00 EUR		Delta I
126NRG 17.05.2024			17.05.2024	2 869.00		Delta I
126NRG 17.05.2024			21.05.2024	99 025.70		Delta I
126NRG 17.05.2024			23.07.2024	42 439.60		Delta I
129NRG 17.05.2024	0.00 EUR	2 635.00 EUR	21.05.2024	2 635.00 EUR		Delta I
150NRG 05.06.2024	0.00 EUR	1 162 685.71 EUR	0.00 EUR		116 268.57 EUR	Altair
150NRG 05.06.2024			05.06.2024	690 000.00		Altair
150NRG 05.06.2024			05.06.2024	7 611.43		Altair
150NRG 05.06.2024			30.06.2024	116 268.57		Altair
150NRG 05.06.2024			11.09.2024	116 268.57		Altair
150NRG 05.06.2024			12.09.2024	116 268.57		Altair
153NRG 11.06.2024	0.00 EUR	25 640.70 EUR	14.06.2024	25 640.70 EUR	0.00 EUR	Jura
170NRG 07.07.20	1 880.00 EUR	0.00 EUR	0.00 EUR	1 880.00 EUR	0.00 EUR	Karbon
182NRG 10.07.2024	0.00 EUR	187 877.00 EUR	0.00 EUR	0.00 EUR		Jura
182NRG 10.07.2024			10.07.2024	46 113.50		Jura
182NRG 10.07.2024			10.07.2024	50 000.00		Jura
182NRG 10.07.2024			19.07.2024	91 763.50		Jura
234NRG 06.09.2024	0.00 EUR	237 299.97 EUR	10.09.2024	237 299.97 EUR		Orion
251NRG 13.09.2023	0.00 EUR	44 199.56 EUR	15.09.2023	44 199.56 EUR		Sinus
252NRG 13.09.2023	0.00 EUR	22 020.08 EUR	15.09.2023	22 020.08 EUR		Vista
322NRG 28.11.2023	0.00 EUR	77 819.02 EUR	29.11.2023	77 819.02 EUR		Proton
322NRG-1 28.11.2023	0.00 EUR	25 939.67 EUR	29.11.2023	25 939.67 EUR		Proton
322NRG-2 28.11.2023	0.00 EUR	25 939.67 EUR	29.11.2023	25 939.67 EUR		Proton
nõudeavaldus ja lasaarvestusavaldus sent in 09.10.2024	0.00 EUR	-477 643.69 EUR		-477 643.69 EUR	-477 643.69 EUR	Jura
Tota:	1 880.00 EUR	2 705 000.88 EUR	0.00 EUR		-361 376.12 EUR	

Pohla & Hallmägi

25 YEARS OF PROFESSIONAL LEGAL SERVICES

Altair claim:

The Addendum № 8 to the Contract NRG-2023-055
Dated 27.12.2023

06.06.2024

Payment Guarantee

of the Customer, RADUGA SHIPPING LTD, VAT: 3032, Oleg Sakov, on the one side, and authorized **AMAN REPAIR GROUP OÜ**, registration code: 100000000, Oleg Diukhov, on the other side, have entered into the Addendum № 8 to the Contract NRG-2023-055 dated 27.12.2023 as follows:

One Hundred Sixteen Thousand Two Hundred and Fifty Euros (€16,250) according to the Invoice nr. 150/NRG dated 03.10.2024.

From the agreed due date, the Customer has the juridical right to demand and receive the amount of the invoice for the period after the due date. The Contractor (flag of the ship: Cyprus; port of origin: Tallinn, Estonia) has been made in accordance with the present Addendum. In this case to be paid by the Customer.

AMR OÜ will be considered as the Contractor according to the present Addendum.

Pohla & Hallmägi

25 YEARS OF PROFESSIONAL LEGAL SERVICES

Problem: Barge „Jura“:

On 26 July 2024, the Parties signed the handover-acceptance act, by which Raduga confirmed that it had accepted and approved the works performed by Netaman under the Contract, and that it had no claims regarding the timing or quality of the completed works.

The Parties do not dispute that after the handover of the work performed under the Contract, it was discovered on 30 July 2024 that the dimensions of the completed work were inconsistent with the drawings submitted together with Raduga's order, and Netaman proposed to Raduga, pursuant to § 646(1) of the Estonian Law of Obligations Act, to rectify the completed work. Likewise, there is no dispute that Raduga offered Netaman two options for rectifying the works, and on 2 August 2024, Netaman agreed with option 1 proposed by Raduga and immediately commenced rectification of the work performed under the Contract.

Pohla & Hallmägi

25 YEARS OF PROFESSIONAL LEGAL SERVICES

The ORION „arrest“:

Therefore, pursuant to clause 2.4.4. of the ORION Contract and Article 110 (1) of the Estonian Law of Obligations Act, Netaman has the right to [REDACTED] [REDACTED] all of its obligations arising from the ORION Contract.

Due to the fact that Raduga has violated the terms of Addendum No 8 to the ALTAIR Contract, then pursuant to Article 111 (1) and Article 111 (4) of the Law of Obligations Act Netaman may detain the Vessel also for the payments the due date of which have not arrived pursuant Addendum No 8 to the ALTAIR Contract, because otherwise these obligations would remain unsecured.

Netaman explains for the avoidance of doubt, that exercising its rights arising from the ORION Contract and Estonian Law of Obligations Act does not constitute arrest of the Vessel and it is irrelevant if Netaman can arrest the Vessel pursuant to international conventions. Pursuant to Article 8 (3) of the International Convention on the Arrest of Ships “This Convention does not affect any rights or powers vested in any Government or its departments, or in any public authority, or in any dock or harbour authority, under any international convention or under any domestic law or regulation, to detain or otherwise prevent from sailing any ship within their jurisdiction.”

Pohla & Hallmägi

25 YEARS OF PROFESSIONAL LEGAL SERVICES

The ORION „arrest“:

Under cover of the night, the vessel leaves the port, without performing sea trials and without signing any documents about repairs, which void the warranty of the works.

Pohla & Hallmägi

25 YEARS OF PROFESSIONAL LEGAL SERVICES

The claim of Raduga Shipping Limited:

A repeated contract for work was concluded between the Client and the Contractor for the construction of the Platform. The Contractor materially breached obligations arising from the Work Contract, including the fact that the subject of the contract did not comply with the agreed contractual terms and conditions. Furthermore, the Contractor was delayed in delivering the Platform during the period from 02.07.2024 to 21.08.2024, resulting in substantial financial losses for the Client, including **lost profits, totaling EUR 477,643.69**. Additionally, the Client demands the payment of a contractual penalty from the Contractor in the amount of EUR 16,780.

The Client hereby submits an offsetting statement to the Contractor, as a result of which mutual claims of the parties have been offset in the overlapping amount of EUR 116,268.57. Following the offset, the Contractor no longer holds any monetary claims against the Client.

Pohla & Hallmägi

25 YEARS OF PROFESSIONAL LEGAL SERVICES

Arrest of RADUGA ALTAIR:

As a total surprise to Netaman Repair Group OÜ, RADUGA ALTAIR arrives in the Port of Paldiski and at the request of Netaman Repair Group OÜ the vessel is arrested for the unpaid 116 268,57 EUR, the deposit to release the arrest is set at 160 000 EUR. The deposit is paid, the vessel leaves the port.

Raduga Shipping Limited challenges the arrest, basing it on their counter-claim and that there is no claim. Nothing about ownership of the vessel is mentioned.

Netaman object the appeal and Tallinn Circuit Court (second instance court) upholds the arrest.

Raduga Shipping Limited challenges the arrest at the National Court (highest court) claiming that the owner of the vessel is Raduga Shipping & Barges Limited and the vessel could therefore not be arrested. National Court accepts the case for processing and asks for observations of Netaman Repair Group OÜ.

Netaman repairs that they have been misled:

Pohla & Hallmägi

25 YEARS OF PROFESSIONAL LEGAL SERVICES

The confirmation:

Power of Attorney

We, **Raduga Shipping Ltd., reg. nr. HE362954, Limassol, Cyprus** as Owners of m/v **Raduga Altair** /IMO 9338773./ hereby confirm that **Mr. Oleg Sakov**, Passport nr. VD00053303, superintendent of the m/v **Raduga Altair** is authorized to settle all technical and commercial matters in course of the repair of m/v **Raduga Altair** at Netaman Repair Group OU shipyard, Tallinn as follows: to sign contract, delivery and redelivery acts, final repair specification and all the annexes that constitute an integral part of the contract. Order additional works and accept prices for them, to discuss and sign the final Invoice on behalf of the Owners, **Raduga Shipping Ltd.**

In witness there of the present Authorization letter is signed by Ship owner or duly authorized Representative of the Ship owner:

Signature **Mr. Deniss Turyin**

Ship owner's Company stamp:



Pohla & Hallmägi

25 YEARS OF PROFESSIONAL LEGAL SERVICES

The decision about legality of the arrest by the National Court:

Decision still pending...