

ORIGINAL

Before the Federal Maritime Commission

10-12

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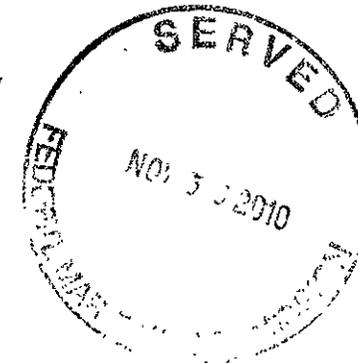
Introduction

Complainant, Smart Garments, (SG), by and through its representative Ms. Sumitha Kesavan, brings this complaint against the respondent, World link Logix services Inc., and shows as follows:

The Complainant

1. The Complainant is a registered partnership firm duly under Indian Law

M/s. Smart Garments represented by its partner  
Mr. S.S. Loganathan,  
1/374, Dharapuram Road  
K. Chettipalayam, Tirupur  
Tamilnadu, India,  
Pin Code 641 608.



2. The complainant is engaged in the business of Manufacturing and Export of Readymade Garments in the name and style of M/S. Smart Garments (here in referred to as SG) are exporting garments to various countries.

3. The address and contact information of Complainants representative in USA is  
Ms. Sumitha Kesavan, 1807, Holland Dr, Somerset, NJ – 08873. Ph: 757 589 9871,  
Email:

The Respondent

4. M/S. WORLDLINK LOGIX SERVICES INC.,  
33, WOOD AVE. SOUTH # 600  
ISELIN NJ 08830  
USA.

(Herein referred as WLLS) are a freight forwarder / common carrier incorporated in NY, USA.  
FMC/OTI LIC # 16852N

Indian Agent:

M/S. TRANSASIA LOGISTIC  
308, GOKUL ARCADE "B" BUILDING,  
SUBASH ROAD, VILE PARLE (E)  
MUMBAI 400057.

(Herein referred as TAL)

5. Respondent is a forwarding agent (a/k/a ocean transportation intermediary) engaged in the business of facilitating maritime shipments between exporters and importers.

The matters that gave rise to the claim are: -

Delivery of shipment without bill of Lading. -

M/s. Smart Garments, a registered partnership firm duly represented by its partner Mr. S.S. Loganathan, Son of S. Subramanian, having factory and office at 1/374, Dharapuram Road, K. Chettipalayam, Tirupur, Tamilnadu, India, Pin Code 641 608.

We are engaged in the business of Manufacturing and Export of Readymade Garments in the name and style of M/S. Smart Garments (here in referred to as SG) we are exporting garments to various countries.

- SG has received an order from M/s. MUNICHIES OF HK<sup>1</sup>, Murray Street, New York, NJ 07114, USA (here in referred to as buyer) - through an agent HUDSON ELITE LLC<sup>2</sup>, 639, Fox Court, Ridgewood NJ 07450, USA. The total Quantity of pieces ordered to us was 24144 Knitted Ladies Jersey Pants<sup>3</sup> and value to the tune of USD \$ 84504<sup>4</sup>. The buyer nominated WLLS as a shipping agency. WLLS directed SG to contact their agent Viz., Transasia Logistic<sup>5</sup>, which is referred as TAL of this notice, as Indian Counter Part.
- Shipment to consigned to Bank of Leumi<sup>6</sup>, USA (herein referred as bank) against WLS/NYK/0909002 Dated 18 Sep 2009 and WLS/NYK/0909003 Dated 20 Sep 2009 of SG.<sup>7</sup>
- Container No: TPHU 824433-3/20, transported from Chennai, India to New York under WLLS Bill of Lading No: WLS/NYK/0909002 on 18<sup>th</sup> September 2009<sup>8</sup>.
- Container No: HDMU 656413-9/40 HQ, transported from Chennai, India to New York under WLLS Bill of Lading No: WLS/NYK/0909003 on 20<sup>th</sup> September 2009<sup>9</sup>

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<sup>1</sup> Exhibit-A

<sup>2</sup> Exhibit E

<sup>3</sup> Exhibit-B

<sup>4</sup> Exhibit C, D

<sup>5</sup> Exhibit C, D- TAL signed the B/L on behalf of WLLS

<sup>6</sup> Exhibit E

<sup>7</sup> Exhibit C, D

<sup>8</sup> Exhibit C, D

<sup>9</sup> Exhibit C, D

- Garments from India were shipped through TAL. They received on behalf of their principal WLLS.
- The cargo was delivered in the required contract packing, along with documents which were duly received by TAL for clearing and shipment of goods on behalf of their principals at USA.
- On behalf of WLLS, TAL submitted the documents to the Indian Customs and sent the documents to my client for the purpose of negotiating Letter of Credit<sup>10</sup> at site. My client submitted the documents to their bankers, viz., the Federal bank, Tirupur Branch, India

| Invoice number            | Date of Invoices: | B/L Number/Date <sup>11</sup>        | Description of Pieces :                                   | Qty/Pcs | Total Value (USD). |
|---------------------------|-------------------|--------------------------------------|-----------------------------------------------------------|---------|--------------------|
| SG016/09-10 <sup>11</sup> | 28-Aug-09         | WLS/NYK/0909002<br>Dated 18 sep 2009 | 95% Cotton 5% Elasthane<br>Knitted Ladies Jersey<br>Pants | 22608   | 78960              |
| SG018/09-10 <sup>12</sup> | 28-Aug-09         | WLS/NYK/0909003<br>Dated 20 sep 2009 | 95% Cotton 5% Elasthane<br>Knitted Ladies Jersey<br>Pants | 1536    | 5544               |
| TOTAL                     |                   |                                      |                                                           | 24144   | 84504              |

- As per Bill of Ladings, the deliveries of goods were to be made by WLLS to the buyer, only after the surrender of original Bill of Lading<sup>13</sup>. The same should be endorsed in their favor by the Bank of Leumi, USA, which the Bank of Leumi would do only after the receipt of payment as the goods were consigned to bank. The shipping company or its agents/principal/employers, whomsoever, cannot deliver the goods without surrender of original Bill of Lading, duly endorsed in favor of the party taking delivery.
- In this juncture, SG came to know that the consignments were wrongfully delivered to the buyer, without receiving the endorsed Bill of Lading from the Bank of Leumi's

<sup>10</sup> Exhibit E

<sup>11</sup> Exhibit F

<sup>12</sup> Exhibit G

<sup>13</sup> Exhibit C, D

release order. SG contacted the officers of WLLS and TAL they were told that they would take care of payment and they admitted that the goods were delivered to the buyer without receiving the original Bill of Lading. Then, SG contacted their banker and confirmed that the Original Bill of Lading was returned unpaid. The original Bill of Lading<sup>14</sup> has been with the Federal Bank, India and SG's goods have been wrongfully delivered by WLLS.

- The shipment is still unpaid and SG prays for reimburse the loss suffered by them such as towards the value of goods, mental agony, Damages, Loss of Goodwill and business opportunities etc.

#### Malafide Intention

- B/L No. WLS/NYK/0909002 Dated 18 sep 2009 & WLS/NYK/0909003 Dated 20 sep 2009<sup>15</sup> issued by TAL as agents on behalf of their Principals WLLS duly mentioning "The Master or Agent of said ship has affirmed to Three Bills of lading, all of this tenor and date. ONE of which being accomplished and the others to stand void"
- All the original Bill of Lading for this shipment is with the Federal Bank, India. But the consignments were wrongfully delivered by WLLS with a malafide intention. Since the payment is not effected in favor of SG.
- Respondent wrongfully and/or intentionally breached its fiduciary duty to ensure payment is made to shipper before releasing goods by releasing the containers to buyer before complainant received payment and without complainants consent.

#### Misguidance

- SG Was misguided by the FMC/OTI LIC # 16852N holder WLLS by indicating that the payment will be credited in the SG's account for the shipment. The officials of WLLS misguided SG towards the payment.

#### Efforts for settlement

- We have been in constant touch with TAL & WLLS for Settlement for the consignment to meet the urgent commitments of our customers.
- We also requested WLLS through a legal notice dated 27<sup>th</sup> February 2010 issued by our legal Attorney D.Sivaprakasam, INDIA<sup>16</sup> for payment of the consignment and we got a reply via Email dated 27<sup>th</sup> February<sup>17</sup>, 2010 from WLLS which says that they informed to their client about this serious issue and they demand for a proper settlement from their

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<sup>14</sup> Exhibit C, D

<sup>15</sup> Exhibit C, D

<sup>16</sup> Exhibit G

<sup>17</sup> Exhibit H

client. But still we did not receive any settlement and thus the stalemate continues.

- We the Claimant have taken all the steps and have exhausted all the channels to resolve the issue but the Respondents have no interest of settling the same amicably. Hence your assistance is required to help us out of this stalemate.

V. §sections violated as per US Shipping Act, 1984

- WLLS has violated the § 10(b)(13) of the US Shipping Act 1984 by willfully and knowingly committed the violations by giving the information's about the shipment handled by them that harms the shipper and they pass the information without the consent of shipper it detriment the shipper very much.

As per § 10(b) (13) knowingly disclose, offer, solicit, or receive any information concerning the nature, kind, quantity, destination, consignee, or routing of any property tendered or delivered to a common carrier without the consent of the shipper or consignee if that information:

Respondents release of the container to buyer constitutes a violation of §10(d) of the shipping Act of 1984.

(A) May be used to the detriment or prejudice of the shipper or consignee;

- WLLS has violated the § 10(d)(1) of the US Shipping Act 1984 by Not establishing, Not observing and Not enforcing just and reasonable regulations and practices relating or connected with receiving, handling, sorting or delivering the property by releasing the goods without original Bill of Lading with malafide intention to cheat and defraud . Thus, there is a clear violation of the above said § in the shipment handled by them
- As per § 10(d)(1) all common carriers and ocean transportation intermediary or marine terminal operator has to establish, observe and enforce just and reasonable regulations and practices relating or connected with receiving, handling, sorting or delivering the property.
- WLLS have willfully and knowingly committed the above violations. By handover the Shipment without our consent is unjustified one. WLLS has violated the § 10(d) (4) of the US Shipping Act 1984 by their unjustified action on us.
- By handover the Shipment to the buyer WLLS has violated the § 10(d) (4) of the US Shipping Act 1984 by showing unreasonable preference or advantage to the buyer and disadvantage on us.

As per § 10(d)(4) No marine terminal operator may give any undue or unreasonable preference or advantage or impose any undue or unreasonable prejudice or disadvantage with respect to any person.

VI. Injury and damages

- The Shipment value is US\$84504.00.
- No correspondence, not even legal notices have been able to work on release of this payment because they are intentionally released the shipment without any plausible reason.
- As this payment is unpaid, we are losing goodwill, business opportunities and loss of further orders from our prospective customers and bankers.
- We as well as SG have suffered a lot at the hands of WLLS and hence plea to your highness for recovery of the damages as under:
  - i) Release of payment to us.
  - ii) Interest on investments for past 8 Months
  - (iii) Damages towards loss of Business, Goodwill and Opportunities.
  - (iv) Compensation for mental agony

Desired Place of Hearing - New York

Therefore the complainant respectfully request

That an order for preparations be entered in favor of complainant and against respondent, in the amount of \$84504.00 for respondents violation of shipping act,

That the commissions grant such other proper, and further relief in accordance with its delegated powers, as it may deem just, proper and equitable in circumstances.

We enclose herewith the following relevant Annexure along with related documents and correspondence.

Annexure

- |                                                                       |     |
|-----------------------------------------------------------------------|-----|
| a) Details of Parties                                                 | I   |
| b) Shipping details                                                   | II  |
| b) Exhibits – A-I                                                     | III |
| c) Efforts made by SG                                                 | IV  |
| d) Demand Draft No. .... dt. .... for US\$ 221.00 towards Filing Fee. |     |

**Exhibit No. 1 to Subpart K[46 C.F.R. 502.181-502.187]**

**Claim Form for formal Adjudication and Information Checklist.**

Federal Maritime Commission, Washington, D.C.

Formal docket No. ....

SMART GARMENTS  
at 1/374, Dharapuram Road, K. Chettipalayam,  
Tirupur, Tamilnadu, India, Pin Code 641 608  
Tel. (9443383843), Tele Fax (0421) 2253497,

VS

M/S. WORLDLINK LOGIX SERVICES INC.,  
33, WOOD AVE. SOUTH # 600  
ISELIN N 08830  
USA.

(herein referred as WLLS) is a freight forwarder / common carrier incorporated in NY, USA.  
FMC/OTI LIC # 16852N

The Claimant, SMART GARMENTS  
(Herein referred as SG) is Company in INDIA

Represented by : Mr. S.S.Loganathan, Partner (...)  
Nature of business : Exporters of cotton Knitted garments from India  
Principal place of Business: 1/374, Dharapuram Road, K. Chettipalayam,  
Tirupur, Tamilnadu, India, Pin Code 641 608

Agent in US : Mrs. Sumitha Kesavan  
1807, Holland Dr  
Somerset, NJ-08873  
(Agent/Representative)  
For SMART GARMENTS

The Office of the Secretary,  
Federal Maritime Commission  
800 North Capitol Street, N W.  
Room 1046,  
Washington, D.C. 20573-0001  
U.S.A.

Secretary@fmc.gov  
complaint@fmc.gov

Dear Sir/Madam,

Subject: Filing an formal Complaint  
Under § 11(a) of Shipping Act, 1984 against

FMC Organization No. # 16852N  
M/S. WORLDLINK LOGIX SERVICES INC.,  
33, WOOD AVE. SOUTH # 600  
ISELIN N 08830  
USA.

(Herein referred as WLLS) are a freight forwarder / common carrier incorporated in NY, USA.  
Kindly accept this complaint on behalf of us jointly;

COMPLAINANT

M/s. SMART GARMENTS India\* (SG)

RESPONDENTS

M/S. WORLDLINK LOGIX SERVICES INC.,  
33, WOOD AVE. SOUTH # 600  
ISELIN N 08830  
USA.

(Herein referred as WLLS) are a freight forwarder / common carrier incorporated in NY, USA.

Agents in India:  
M/S. TRANSASIA LOGISTIC  
308, GOKUL ARCADE "B" BUILDING,  
SUBASH ROAD, VILE PARLE (E)  
MUMBAI 400 057.  
(Herein referred as TAL)

\* Complete details of address & contact Nos. are given in Annexure I.

We (SG) are the Owners of cargo covered under WLS/NYK/0909002 Dated 18 Sep 2009, WLS/NYK/0909003 Dated 20 Sep 2009 issued by the Carriers duly Signed.

#### Current Status

Currently the shipment is released to the buyer without the original B/L. So the documents sent thru banks returned. Still the shipment is unpaid.

#### The Complaint

The present complaint arises on account of the Respondents to settle the value of the shipment with the compensations mentioned in the complaint to the Receivers, despite the goods were realized to the buyer without the original B/L's. Settlement is allegedly sought to be with-held by the Respondents on the ground that they will advice the buyer to settle on the shipment. This is not correct. In fact, the Respondents (Carriers) have acknowledged that they have released the goods without original B/L's and considering this as serious issue and advice the receiver of the goods to settle the amount immediately. The Respondents delivery of the cargo is a Criminal Breach of trust and lien being in favor of the Complainant, they are taking advantage / shelter as The Shipping Act 1984 is not prevalent in India.

We seek your assistance in ensuring the recovery from the Respondents Carriers for the damages as under:

- i) Payment for the shipment released by them.
- ii) Interest on investments for the past 9 Months
- (v) Damages towards loss of Business, Goodwill and Opportunities.
- (vi) Compensation for mental agony

This has become deterrent in growth of our future business in USA.

A. Demand for settlement for the goods has been addressed by the SG through their legal attorney SIVAPRAKASAM which was acknowledged and not settled by WLLS, the Common Carrier.

#### Willingly and Knowingly

The Respondents WLLS & TAL in connivance acting as agents for each other in respective country's ( India & USA) have withheld the shipment, wrongfully, willingly and knowingly in violation of the US Federal Laws and Shipping Act 1984, their mails dated 27th February 2010 is relevant and depicts clearly their -

B. Malafide intention

- B/L.No.WLS/NYK/0909002 Dated 18 sep 2009 & WLS/NYK/0909003 Dated 20 sep 2009 issued by TAL as agents on behalf of their Principals WLS duly mentioning "The Master or Agent of said ship has affirmed to Three Bills of lading, all of this tenor and date. ONE of which being accomplished and the others to stand void"
- All the original Bill of Lading for this shipment is with the Federal Bank But the consignments were wrongfully delivered malafide intention to the buyer and there is payment due as far as this consignment is concerned.

C. Misguidance

SG Was misguided by the FMC/OTI LIC # 16852N holder WLLS by indicating that the payment will be credited in the SG's account for the shipment.

D. Efforts for settlement

- We have been in constant touch with TAL & WLLS for Settlement for the consignment to meet the urgent commitments of our customers.
- We also requested WLLS directly and through a legal notice dated 27<sup>th</sup> February 2010 issued by our legal Attorneys D. Sivaprakasam, INDIA for payment of the shipment and we got a reply vide Email dated 27<sup>th</sup> February' 2010 from WLLS which says they informed to their client about this serious issue and they demand for a proper settlement from their client. But still we did not receive any settlement.
- We the Claimant have taken all the steps and have exhausted all the channels to resolve the issue but the Respondents have no interest of settling the same amicably. Hence your assistance is required to help us out of this stalemate.

Personal Hearing

For the Personal hearing or clarification or submission of any documents with respect to the complaint, our representative/agent in USA, Ms. Sumitha Kesavan.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

### Annexure

- a) Sworn Claim as to Subpart K duly verified by a Notary Public
- b) Details of parties I
- c) Shipment Details II
- d) Details of payments III
- e) Demand Draft No.0000 dt.23.04.2010 for US\$ 221.00 towards Filing Fee
- f) Exhibits A - I

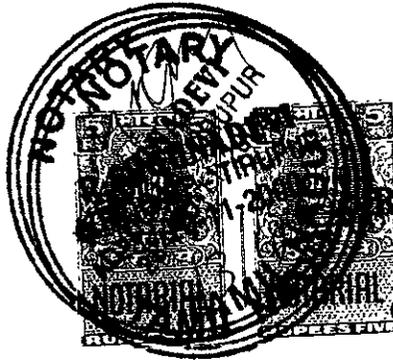
Thanking you,

For SMART GARMENTS

Respectfully submitted  
Yours Sincerely,

*S.S. Loganathan*  
Partner

For, Smart Garments  
S.S. Loganathan,  
Partner & Managing Director



*R. Sugunadevi*  
13/10/10  
R. SUGUNADEVI B.A., B.L.,  
ADVOCATE & NOTARY  
No. 6, Court Street,  
Opp to Indian Bank, Tirupur.  
Cell : 9787676699

## ANNEXURE I

I The Complainant,  
SMART GARMENTS  
at 1/374, Dharapuram Road, K. Chettipalayam,  
Tirupur, Tamilnadu, India, Pin Code 641 608  
Tel. (421) 235 8829,  
Tele Fax (0421) 2253497,  
(Herein referred as SG)

VS

II The Respondents

a) M/S. WORLDLINK LOGIX SERVICES INC., FMC/OTI LIC # 16852N  
33, Wood Ave. South # 600  
Iselin NJ 08830  
USA.  
Tel. 732-603-5271  
Fax. 732-603-5272  
Email: John@Worldlinklogix.com  
Main@Worldlinklogix.com

b) Indian Agent:

M/S. TRANSASIA LOGISTIC  
308, GOKUL ARCADE "B" BUILDING,  
SUBASH ROAD, VILE PARLE (E)  
MUMBAI 400057.  
(Herein referred as TAL)

## ANNEXURE II

### SHIPMENT DETAILS-1

- A. House B/L No. WLS/NYK/0909002 Dated 18 sep 2009 issued by TAL as agents on behalf of their Principals WLLS; a Common Carrier.
- B. Container No. TPHU-824433-3/20'
- C. Vessel / Voyage: SC PEGGY V 114R
- D. Date of Sailing out from CHENNAI: 14 December 2009
- E. Date of Sailing out from CHENNAI: 27 December, 2009
- F. Port of Discharge: NEW YORK, USA: ETA16 OCT, 2010
- G. Final Destination: NEW YORK,

### SHIPMENT DETAILS-2

- A. House B/L No. WLS/NYK/0909003 Dated 20 Sep 2009 issued by TAL as agents on behalf of their Principals WLLS, a Common Carrier.
- B. Container No. HDMU 656413-9/40HQ
- C. Vessel / Voyage: COLORADO V125
- D. Date of Sailing out from CHENNAI: 20/SEP-2009
- E. Port of Discharge: NEW YORK, USA: 16 OCT, 2010
- F. Final Destination: NEW YORK, 16 OCT, 2010

### ANNEXURE III

#### Details of Garments and Payments

| Invoice number | Date of Invoices : | B/L Number/Date                      | Description of Pieces :                                   | Qty/Pcs | Total Value (USD). |
|----------------|--------------------|--------------------------------------|-----------------------------------------------------------|---------|--------------------|
| SG016/09-10    | 28-Aug-09          | WLS/NYK/0909002<br>Dated 18 sep 2009 | 95% Cotton 5% Elasthane<br>Knitted Ladies Jersey<br>Pants | 22608   | 78960              |
| SG018/09-10    | 28-Aug-09          | WLS/NYK/0909003<br>Dated 20 sep 2009 | 95% Cotton 5% Elasthane<br>Knitted Ladies Jersey<br>Pants | 1536    | 5544               |
| TOTAL          |                    |                                      |                                                           | 24144   | 84504              |

# EXHIBIT -A

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through February 1, 2010.

Selected Entity Name: NRM HOLDINGS INC.

Selected Entity Status Information

**Current Entity Name:** NRM HOLDINGS INC.

**Initial DOS Filing Date:** JANUARY 05, 1998

**County:** NEW YORK

**Jurisdiction:** NEW YORK

**Entity Type:** DOMESTIC BUSINESS CORPORATION

**Current Entity Status:** ACTIVE

Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

NRM HOLDINGS INC.  
C/O NIMMI MENDHA  
1407 BROADWAY-SUITE 1806  
NEW YORK, NEW YORK, 10018

**Registered Agent**

NONE

This office does not require or maintain information regarding the names and addresses of officers, shareholders or directors of a corporation.

**\*Stock Information**

| # of Shares | Type of Stock | \$ Value per Share |
|-------------|---------------|--------------------|
| 200         | No Par Value  |                    |

\*Stock information is applicable to domestic business corporations.

**Name History**

A

| Filing Date  | Name Type | Entity Name       |
|--------------|-----------|-------------------|
| JAN 05, 1998 | Actual    | NRM HOLDINGS INC. |

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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A

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through February 1, 2010.

Selected Entity Name: MUNCHIES OF HONG KONG LTD.

Selected Entity Status Information

**Current Entity Name:** MUNCHIES OF HONG KONG LTD.

**Initial DOS Filing Date:** NOVEMBER 30, 2001

**County:** NEW YORK

**Jurisdiction:** NEW YORK

**Entity Type:** DOMESTIC BUSINESS CORPORATION

**Current Entity Status:** ACTIVE

Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

MUNCHIES OF HONG KONG LTD.

246 W 35TH ST

NEW YORK, NEW YORK, 10001

**Chairman or Chief Executive Officer**

LEON HEDVAT

246 W 35TH ST

NEW YORK, NEW YORK, 10001

**Principal Executive Office**

MUNCHIES OF HONG KONG LTD.

246 W 35TH ST

NEW YORK, NEW YORK, 10001

**Registered Agent**

LEON HEDVAT, PRESIDENT

246 WEST 35TH STREET

NEW YORK, NEW YORK, 10001

This office does not require or maintain information regarding the names and addresses of officers, shareholders or directors of a corporation.

A

**\*Stock Information**

| # of Shares | Type of Stock | \$ Value per Share |
|-------------|---------------|--------------------|
| 200         | No Par Value  |                    |

\*Stock information is applicable to domestic business corporations.

**Name History**

| Filing Date  | Name Type | Entity Name                |
|--------------|-----------|----------------------------|
| NOV 30, 2001 | Actual    | MUNCHIES OF HONG KONG LTD. |

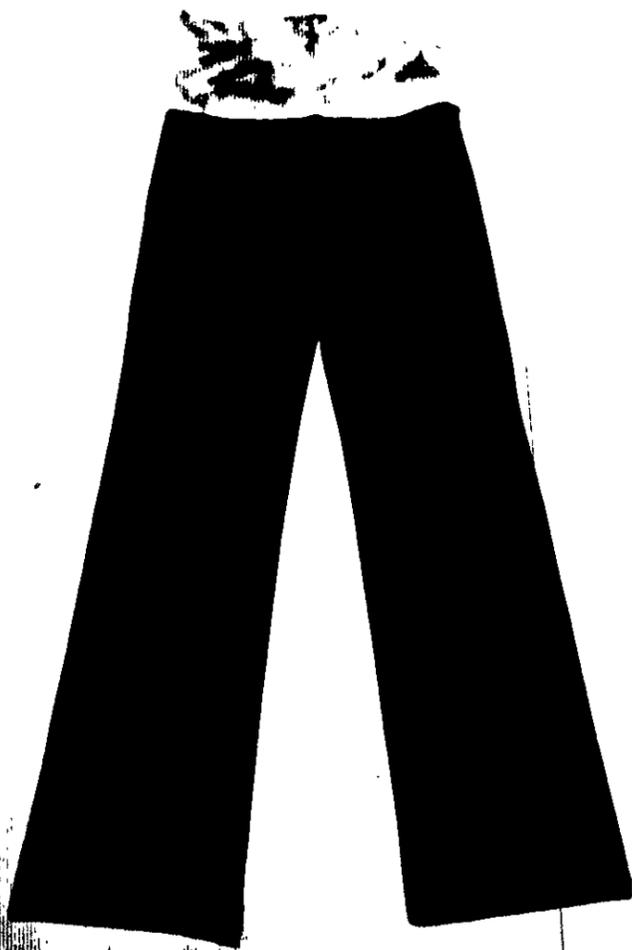
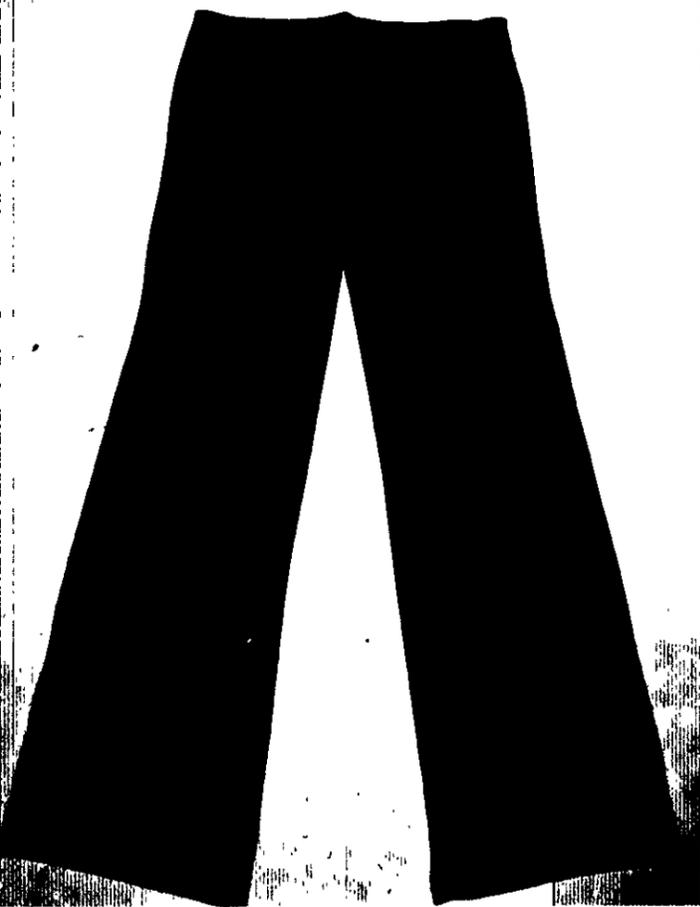
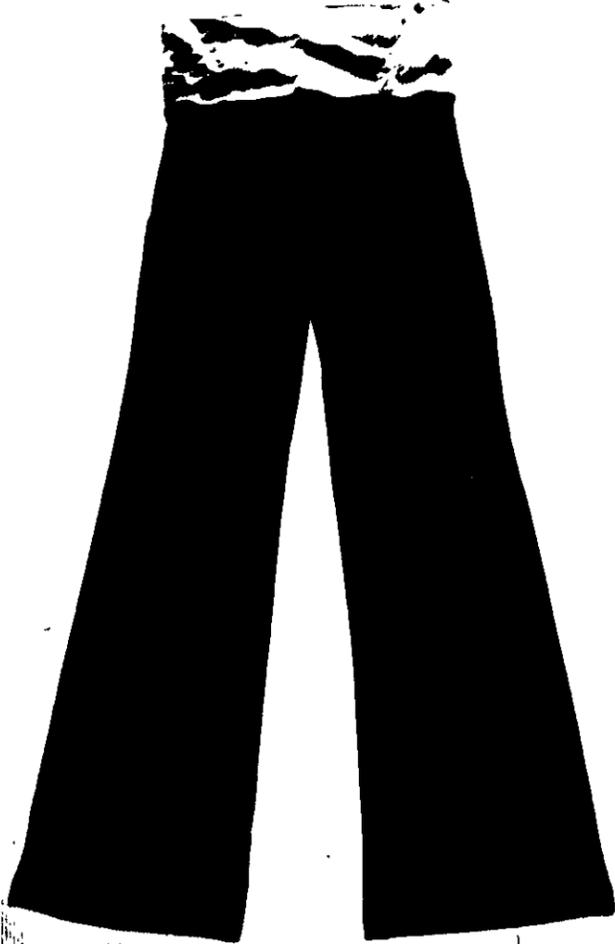
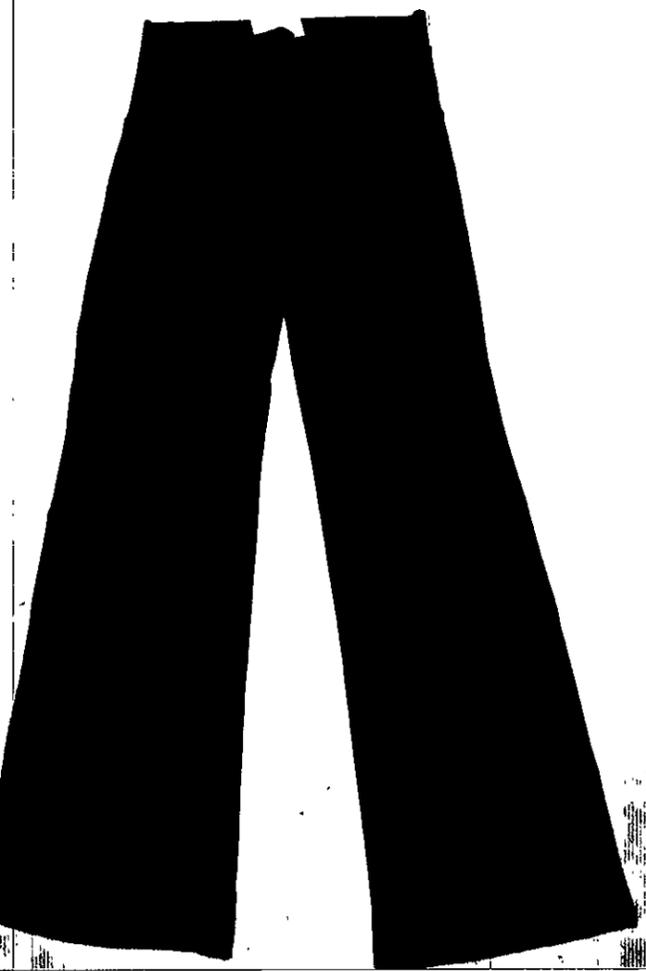
A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

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# EXHIBIT -B



# EXHIBIT -C



# WORLDLINK LOGIX SERVICE, INC.

FMC/OTI LIC #16852N

## BILL OF LADING

|                                                                                                                                      |                                         |                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Shipper/Exporter<br><b>SMART GARMENTS</b><br>NO: 374 DHARAPURAM ROAD,<br>K.CHETTIPALAYAM, DHARAPURAM ROAD,<br>TIRUPUR-641-608, INDIA |                                         | Document No<br><br>B/L NO<br><b>WLS/NYK/0909002</b>                                                                                                                                                                |
| To: Consignee<br><br><b>TO ORDER OF BANK LEUMI USA,</b><br><b>564 FIFTH AVENUE,</b><br><b>NEW YORK, N.Y. 10036</b>                   |                                         | Forwarding Agent References<br><br>Point And Country Of Origin<br><br>Domestic Routing/Export Instructions<br><br><b>WORLDLINK LOGIX SERVICES INC,</b><br><b>33 WOOD AVE SOUTH # 600</b><br><b>ISELIN NJ 08830</b> |
| No. 1. Party<br><br><b>NRM HOLDINGS INC,</b><br><b>1430 BROADWAY,</b><br><b>4TH FLOOR,</b><br><b>NEW YORK, NY 10018. U.S.A</b>       |                                         |                                                                                                                                                                                                                    |
| Pre-Carriage By<br><br>Place Of Receipt<br><b>CHENNAI</b>                                                                            |                                         |                                                                                                                                                                                                                    |
| Origin Vessel/Voyage/Flag<br><b>SC PEGGY IV: 114R</b>                                                                                | Port Of Loading<br><b>CHENNAI/INDIA</b> | Onward Inland Routing<br><br>                                                                                                                                                                                      |
| Port Of Discharge<br><b>NEW YORK</b>                                                                                                 | For Transshipment To<br><br>            | Place Of Delivery<br><br>Final Destination (For The Merchants Ref)<br><b>NEW YORK, USA</b>                                                                                                                         |

**PARTICULARS FURNISHED BY SHIPPER**

| Container No / Seal No<br>Marks and Numbers                                                                                                                                                                                                                                                                                                                                                                           | No of Cont<br>or Other Pkgs | Description of Packages and Goods                                                                                                                                                                                                                                                                                                                                                            | Gross Weight                                                                     | Measurement |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-------------|
| <b>HUDSON</b><br><b>ELITE LLC</b><br><b>STY NO</b><br><b>COLOUR.</b><br><b>SIZE</b><br><b>NT WT.</b><br><b>GR WT:</b><br><b>CTN NOS:</b><br>1-232, 234-238, 240-319<br>321-414, 417, 419, 421<br>424-434, 436-438, 440-442<br>445-455, 458, 461, 462,<br>465, 466, 468, 470-472<br>475-477, 482-492, 495-497<br>499-501<br><br><b>CONTAINER NO:</b><br><b>TPHU 824433-3 / 20'</b><br><b>SEAL NO:</b><br><b>610745</b> | <b>471 CARTONS</b>          | <b>471 CARTONS STC</b><br><b>(FOUR HUNDRED SEVENTY ONE CARTONS ONLY)</b><br><b>95% COTTON 5% ELASTHANE</b><br><b>KNITTED LADIES JERSEY PANT</b><br><b>P/O NO: MHK023</b><br><b>STY NO: SJ-4000</b><br><b>INV.NO:SG016/09-10 DT. 28.08 2009</b><br><b>SB. NO. 3487869 DT 10.09 2009</b><br><b>L/C NO.N10083856 DT 26.08 2009</b><br><b>DMNS. 56X40X28CMS X470ctns</b><br><b>QTY 22608 PCS</b> | <b>GR. WT</b><br><b>7387.300 KGS</b><br><br><b>NET WT</b><br><b>6855.000 KGS</b> |             |
| <b>Total Number of Containers<br/>or Packages (In Words)</b>                                                                                                                                                                                                                                                                                                                                                          |                             |                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                  |             |

**FREIGHT COLLECT**  
**DDC COLLECT**  
**FCL/FCL**  
 All Terminal Charges /Demurrage  
 Etc. At Port of Discharge  
 Destination As Per line's Tarriff &  
 At The account of consignee

|                                                      |                 |                 |
|------------------------------------------------------|-----------------|-----------------|
| Freight And Charges<br>Revenue Tons Rate Per<br><br> | Prepaid<br><br> | Collect<br><br> |
| <b>TOTAL CHARGES</b>                                 |                 |                 |

IN ACCEPTING THIS BILL OF LADING the shipper, owner and consignee of the goods and the holder of the bill of lading expressly accept and agree to all its stipulations, exceptions and conditions, whether written stamped or printed as fully as if signed by such shipper, owner, consignee and/or holder. No agent is authorized to waive any of the provisions of the within clauses  
 IN WITNESS WHEREOF, the master or agent of the said ship has affirmed to THREE bills of lading, all of this tenor and date, ONE of which being accomplished, the others to stand void

CATED AT **18 SEP 2009**

**WORLDLINK LOGIX SERVICE, INC.**

By \_\_\_\_\_

# EXHIBIT -D

# WORLDLINK LOGIX SERVICE, INC.

FMC CB 100 #106524

BILL OF LADING

CONSIGNEE  
 100 PAPPAPURAM ROAD  
 100 TALAYAM, DHARAPURAM ROAD,  
 CHENNAI-600 008 INDIA

SHIPPER  
 WORLDLINK LOGIX USA,  
 33 WOOD AVE.  
 SEELIN N 08830

SHIPPER  
 33 WOOD AVE.  
 SEELIN N 08830

Document No. WLS:NYK/0909000

Export Reference

Forwarding Agent Reference

Freight Reference

Shipper's Reference  
 WORLDLINK LOGIX SERVICES INC  
 33 WOOD AVE. SOUTH # 800  
 SEELIN N 08830



Place of Origin  
 CHENNAI

Place of Loading  
 CHENNAI / INDIA

Place of Destination  
 NEW YORK, USA

PARTICULARS FURNISHED BY SHIPPER

| Quantity   | Description                                                                                                                                                                                                                                                                                                                                   | Weight                                                                                                                                                                     | Volume |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 32 CARTONS | 32 CARTONS STC<br>(THIRTY TWO CARTONS ONLY)<br>95% COTTON 5% ELASTHANE KNITTED LADIES JIRSEY PAK F<br>P O NO: MHK023<br>STYLE NO: SJ 4003<br>INV NO: SG-018/09-10 DT: 28 08 2009<br>S/B NO: 345 4305 DT: 17 08 2009<br>L/C NO: N1 1083856 DT: 28 08 2009<br>QTY: 1536 PCS<br><br>"SAID TO WEIGHT AND MEASURE"<br>"SHIPMENT PACKED BY SHIPPER" | GROSS WT<br>521.500 KGS<br><br>NET WT<br>400.000 KGS<br><br>FREIGHT COLLECT<br>INCORPORATED<br>LOCAL<br>All Terminal Charges, Duties, etc.<br>are to be paid by consignee. |        |

WORLDLINK LOGIX SERVICE

# EXHIBIT -E

TRANSFER DC ADVICE

~~XXXXXXXXXXXX~~

DATE 29SEP2009

C/O FEDERAL BANK LTD  
132A, MANGALAM ROAD, TIRUPUR - 6416  
ACCOUNT NO.1359020002513  
SWIFT:FDRLINSBTPR  
DEAR SIR,

*ELC ADV*  
*10047*

DC NUMBER : N10083856  
AMOUNT USD 93,220.00

ISSUING BANK BANK LEUMI USA  
UNITED STATES  
HEAD OFFICE NEW YORK

LATEST SHIPMENT DATE 30SEP2009  
EXPIRY DATE 07NOV2009  
OUR REF NO. N10083856 -01

WE ARE PLEASED TO ENCLOSE THE CAPTIONED DOCUMENTARY CREDIT WHICH HAS BEEN TRANSFERRED TO YOUR FAVOUR AT THE REQUEST OF HUDSON ELITE LLC

IMPORTANT NOTICE TO BENEFICIARY  
PLEASE CHECK THE TERMS AND CONDITIONS OF THIS CREDIT IMMEDIATELY AND NOTE THAT WE ARE UNABLE TO MAKE ANY CHANGES WITHOUT THE ISSUING BANK'S AUTHORITY. ACCORDINGLY SHOULD ANY OF IT'S TERMS AND CONDITIONS BE UNACCEPTABLE, PLEASE CONTACT THE OPENER DIRECTLY WITH A VIEW TO OBTAINING A SUITABLE AMENDMENT WITHOUT DELAY TO BE ADVISED TO US

IN STRICT CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS TRANSFERRED DC DOCUMENTS ARE TO BE PRESENTED TO US AND WILL BE SENT ONWARDS TO THE DC OPENING BANK. UPON RECEIPT OF FUNDS FROM THE PAYING BANK WE SHALL REMIT PROCEEDS TO YOU IN ACCORDANCE WITH YOUR INSTRUCTIONS. WE RESERVE THE RIGHT TO PRESENT DOCUMENTS TO THE DC ISSUING BANK FOR PAYMENT.

SPECIAL INSTRUCTION TO THE NEGOTIATING BANK:  
NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY THAT APPEAR IN THE FOREGOING DOCUMENTARY CREDIT, IT IS ESSENTIAL THAT DOCUMENTS UNDER THIS CREDIT BE SENT TO THE OFFICE TRANSFERRING THE DC FOR PROCESSING. PLEASE NOTE THAT THE TRANSFEROR WILL SUBSTITUTE THEIR OWN INVOICES FOR THOSE OF THE TRANSFEREE.

ATTACHEE PLEASE FIND THE OPERATIVE INSTRUMENT.  
ALL PARTIES SHOULD NOTE THAT BECAUSE OF SANCTIONS IMPOSED WE AND OTHER PARTIES MAY BE UNABLE IN RELATION TO THIS DOCUMENTARY CREDIT TO PROCESS OR ENGAGE IN TRANSACTIONS INVOLVING A SANCTIONS BREACH. THE SANCTIONS HAVE BEEN IMPOSED BY CN, EU, US AND OTHER AUTHORITIES WHICH MAY REQUIRE INFORMATION DISCLOSURE. WE AND OTHER PARTIES SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR DELAY ARISING IN CONNECTION

**The Hongkong and Shanghai Banking Corporation Limited**

108, Race Course Road, "Srivari Gokul Towers", Coimbatore - 641 018, India  
Phone : (91-422) 2223388  
Email : info@hsbc.co.in  
www.hsbc.co.in

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PAGE 2

WITH THE ABOVE MATTERS. PLEASE CONTACT US IF CLARIFICATION IS REQUIRED.

FIRST BENEFICIARY WILL RETAIN ALL RIGHTS RELATED TO ALL FUTURE AMENDMENTS

THIS ADVICE FORMS INTEGRAL PART OF THE TRANSFERRED L/C NO N1008385C 01 AS MENTIONED ABOVE.

WITHOUT ANY RESPONSIBILITY OR ENGAGEMENT ON THE PART OF THIS BANK AND AT THE REQUEST OF THE TRANSFEROR, WE TRANSFER THE CAPTIONED DOCUMENTARY CREDIT TO YOU WITH TERMS AND CONDITIONS AS BELOW

CONSOLIDATED INVOICE GIVING DETAILS OF SERVICE TAX AND EDUCATION CESC DEDUCTED, IF ANY, WILL BE ISSUED SEPARATELY

SHOULD YOU HAVE ANY QUERIES, PLEASE CONTACT US.

THIS COMPUTER GENERATED ADVICE DOES NOT REQUIRE A SIGNATURE.

**The Hongkong and Shanghai Banking Corporation Limited**

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TO HSBCINBB HK+SHANGHAI BANKING CORPORATION LTD  
SEQ OF TOTAL: 1/1  
FORM OF DC: IRREVOCABLE  
WITHOUT OUR CONFIRMATION  
OUR REF: N10083856  
DC NO: N10083856  
DATE OF ISSUE: 090930  
APPLICABLE RULES: UCF LATEST VERSION  
EXPIRY DATE AND PLACE: 091107NEW YORK, USA  
DC ISSUING BY: LUMIUS3N  
FIRST BENEF: HUDSON ELITE LLC  
ATTN: MR ANAND  
NO 62 THIRUNEELAKANDAPURAM NORTH  
3RD STREET TIRUPUR  
SECOND BENEF: SENSIV EXPORTS  
THE SOUTH INDIAN BANK LTD  
OVERSEAS BRANCH, BIMI COMPOUND  
TIRUPUR  
LC AMT: USD52920,00  
AVAILABLE WITH/BY: ANY BANK  
BY NEGOTIATION  
DRAFTS AT: SIGHT  
DRAWN: BANK LEUMI USA  
PARTIAL SHIPMENTS: ALLOWED  
TRANSHIPMENT: ALLOWED  
LOADING PORT/DEPART AIRPORT: INDIA  
DISCHARGE PORT, DEST AIRPORT: NEW YORK, USA  
LATEST DATE OF SHIPMENT: 090930  
GOODS: WEARING APPAREL  
F C B INDIA

DOCUMENTS REQUIRED:

- COMMERCIAL INVOICE IN FOUR(4) ORIGINALS DULY SIGNED BY BENEFICIARY
- PACKING LIST IN THREE (3) ORIGINALS DULY SIGNED BY BENEFICIARY

APPROPRIATE NOTE OF ORIGIN IN ONE (1) ORIGINAL AND TWO (2) COPIES

COPIES OF SHIPPERS/BENEFICIARYS SIGNED AND DETAILED TELEFAX TO L/C APPLICANT FAX: 917-591-7237 GIVING L/C NUMBER, NAME OF THE VESSEL OR AIRLINE (IF AIR SHIPMENT), SHIPPING INFORMATION, BILL OF LADING OR AIRWAY BILL NUMBER, NUMBER OF PACKAGES, PURCHASE ORDER NUMBER AND DATE OF SHIPMENT ON BOARD.

ORIGINAL TESTED TELEX / AUTHENTICATED SWIFT MESSAGE ISSUED BY BANK LEUMI USA, NEW YORK TO THE ADVISING / NEGOTIATING BANK, CONFIRMING THAT AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT HAS INSPECTED THE GOODS PRIOR TO SHIPMENT AND FOUND THEM TO BE IN GOOD ORDER, AND MENTIONING COMMERCIAL INVOICE NUMBER, DATE, AND VALUE, MUST ACCOMPANY DOCUMENTS FOR NEGOTIATION

-FULL SET OF CLEAN ON BOARD OCEAN BILLS OF LADING PLUS 3 NON-Negotiable COPIES ISSUED TO THE ORDER OF BANK LEUMI USA, NEW YORK. IF MARKED NOTIFY NRM HOLDINGS INC., 1430 BROADWAY 4TH FLOOR, NEW YORK, N.Y. 10018 FAX 917 591-7237 AND FREIGHT COLLECT.

ADDITIONAL CONDITIONS:

THE DOCUMENTARY CREDIT IS SUBJECT TO THE VERSION OF THE ICC UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS INTERNATIONAL CHAMBER OF COMMERCE PARIS, FRANCE, WHICH IS IN EFFECT ON THE DATE OF ISSUE

**The Hongkong and Shanghai Banking Corporation Limited**

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www.hsbc.co.in

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THIS LETTER OF CREDIT IS NOT SUBJECT TO THE SECOND PARAGRAPH OF ARTICLE 35 OF UCP 600. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR THE CONSEQUENCES ARISING OUT OF DELAY, LOSS IN TRANSIT, OR MUTILATION IN THE DELIVERY OF DOCUMENTS AND, IF DOCUMENTS FORWARDED BY A NOMINATED BANK ARE LOST IN TRANSIT OR MUTILATED, WE MAY REQUIRE DUPLICATE ORIGINAL DOCUMENTS BEFORE REIMBURSING THE NOMINATED BANK.

-ALL DOCUMENTS EXCEPT DRAFT AND BILL OF LADING MUST BE MADE IN THE NAME OF: MUNCHIES OF H.K 246 WEST 35TH ST . . NEW YORK, NY USA

-ONLY ONE SET OF DOCUMENTS SHOULD BE SENT UNDER ONE COVERING SCHEDULE OF NEGOTIATING BANK FOR EACH SHIPMENT, IF THIS CONDITION IS NOT COMPLIED WITH , THE DOCUMENTS SHALL BE HELD AT THE RISK AND RESPONSIBILITY OF THE NEGOTIATING BANK

-INSURANCE IS COVERED BY BUYERS.THIS LETTER OF CREDIT IS TRANSFERABLE ANY TRANSFER MUST BE CONSISTENT WITH THE

REGULATIONS OF THE U.S. OFFICE OF FOREIGN ASSETS CONTROL IN EFFECT AT THE TIME OF THE TRANSFER

WE HEREBY AGREE WITH BENEFICIARY THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT SHALL BE DULY HONORED ON DUT PRESENTATION

A DISCREPANCY FEE OF NINETY U S DOLLARS (US90.00) WILL BE ASSESSED PER EACH SET OF DISCREPANT DOCUMENTS. HOWEVER, THIS MUST NOT BE CONSTRUED TO MEAN THAT DISCREPANT DOCUMENTS ARE ACCEPTABLE TO US. DISCREPANCY FEES ARE FOR BENEFICIARY ACCOUNT

IF DOCUMENTS PRESENTED TO US ARE FOUND TO BE DISCREPANT, WE RESERVE THE RIGHT TO FORWARD THESE DOCUMENTS TO THE ISSUING BANK FOR APPROVAL AND PAYMENT

++DOCUMENTS IN STRICT CONFORMITY WITH THE TERMS AND CONDITIONS OF THE TRANSFERRED DC ARE TO BE PRESENTED TO US AND WILL BE SENT ONWARDS TO THE DC ISSUING BANK AFTER SUBSTITUTION BY THE FIRST BENEFICIARY. WHERE THE FIRST BENEFICIARY HAS RETAINED THE RIGHT TO DC ALL UPON RECEIPT OF FUNDS FROM THE PAYING BANK WE SHALL REMIT PROCEEDS TO YOU IN ACCORDANCE WITH YOUR INSTRUCTIONS  
DETAIL OF CHARGES.

-BANK CHARGES OTHER THAN ISSUING BANKS FOR BENEFICIARYS ACCOUNT DOCUMENTS MUST BE PRESENTED AT THE OFFICE OF THE NEGOTIATING BANK WITHIN 7 DAYS AFTER THE DATE OF SHIPMENT BUT NOT LATER THAN 071109 WITHOUT

CONFIRMATION INSTRUCTIONS:  
INFO TO PRESENTING BK.

-NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY THAT APPEAR IN THE FORWADING DOCUMENTARY CREDIT, IT IS ESSENTIAL THAT DOCUMENTS UNDER THIS CREDIT BE SENT TO HSBC BANK,ATTK:GOVINDARAJ J MID RANGE TRADE SERVICES,108, RACE COURSE ROAD,SRIVARI GOKUL TOWERS, COIMBATORE 641 018 TAMIL NADU, INDIA IN ONE LOT BY COURIER NOTING OUR TRANSFERRING BANKS REF., FOR SUBSTITUTION AND THE CHECKED DELIVERY TO THE DC ISSUING BANK FOR PAYMENT  
UPON RECEIPT OF CREDIT CONFORM DOCUMENTS AT OUR COUNTERS, WE SHALL CONFIRM THE NEGOTIATING BANK AS PER ITS INSTRUCTIONS

**The Hongkong and Shanghai Banking Corporation Limited**

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Phone : (91-422) 2223388

Email : [info@hsbc.co.in](mailto:info@hsbc.co.in)

[www.hsbc.co.in](http://www.hsbc.co.in)



PRESENTING BANK SHOULD CONFIRM ON THEIR COVERING SCHEDULE THAT  
THE DRAFTING BILL ARE HELD WITH THEM AND THE SAME WILL BE  
SUBMITTED BY THEM TO RBI FOR REPORTING PURPOSE  
ADVISE TIRUPUR

SOUTH INDIAN BANK LIMITED  
TIRURUR OVERSEAS BR TIRUPUR  
TIRUPUR OVERSEAS BRANCH  
KMA BLDG 1A EASWARAN KOIL ST NORTH

  
J. GOVIL  
EMP No: 408708

**The Hongkong and Shanghai Banking Corporation Limited**

108, Race Course Road, "Srivari Gokul Towers", Coimbatore - 641 018, India

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E-

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# EXHIBIT -F



# EXHIBIT -G



# EXHIBIT -H

D. SIVAPRAKASAM  
ADVOCATE

15, POLICE LINE STREET,  
TIRUPUR-TN-INDIA  
PIN CODE : 641 601  
MOBILE : +91-94433 83843  
lawdsp@gmail.com

By Mail and Post

27-10-2010

TO

1. M/S. WORLDLINK LOGIX SERVICES INC.,  
FMC/OTI LIC # 16852N  
33, WOOD AVE. SOUTH # 600  
ISELIN N 08830  
USA.
2. M/S. TRANSASIA LOGISTIC  
308, GOKUL ARCADE "B" BUILDING,  
SUBASH ROAD, VILE PARLE (E)  
MUMBAI 400 057.

I have instructions from my client M/s. Smart Garments, a partnership firm duly represented by its partner Mr. S.S. Loganathan, Son of S. Subramaniam, having factory and office at 1/374, Dharapuram Road, K. Chettipalayam, Tirupur, Tamilnadu, India, Pin Code 641 608, to issue the following notice to you.

1. My client is engaged in the business of Manufacturing and Export of Readymade Garments in the name and style of M/S. Smart Garments. My client is exporting garments to various countries.
2. My client has received a order from a buyer M/s. MUNICHIES OF HK, Murray Street, New York, NJ 07114,, USA - through their agent HUDSON ELITE LLC., 639, Fox Court, Ridgewood NJ 07450, USA. The total Quantity of pieces ordered to my client was 24144 Knitted Ladies Jersey Pants and value to the tune of USD 84504. The buyer nominated No.1 of You as a shipping agent. No.1 of you directed my clients to contact your agent Viz., Transasia Logistic, which is referred as No.2 of this notice, as Indian Counter Part.
3. The Agreement between both you and my client is that:-
  - a) The consignments have to be delivered after receiving Bill of Lading.
4. Accordingly, my client prepared cargo for 24144 pieces and delivered the same to M/s. Transasia Logistic (No.2 of you). My client states that they have made the shipments as tabulated below.

| Invoice number | Date of Invoices | B/L Number/Date                   | Description of Pieces :                             | Qty/Pcs | Total Value (USD) |
|----------------|------------------|-----------------------------------|-----------------------------------------------------|---------|-------------------|
| SG016/09-10    | 28-Aug-09        | WLS/NYK/0909002 Dated 18 sep 2009 | 95% Cotton 5% Elasthane Knitted Ladies Jersey Pants | 22608   | 78960             |
| SG018/09-10    | 28-Aug-09        | WLS/NYK/0909003 Dated 20 sep 2009 | 95% Cotton 5% Elasthane Knitted Ladies Jersey Pants | 1536    | 5544              |
| TOTAL          |                  |                                   |                                                     | 24144   | 84504             |

5. My client states that the above cargo was delivered in the required contract packing, along with documents which were duly received by No.2 of you for clearing and shipment of goods to the buyer at Munchies of HK, USA No.2 of you submitted the documents to the Indian Customs and sent the documents to my client for the purpose of negotiating Letter of Credit. My client submitted the documents to their bankers, viz., the Federal bank, Tirupur Branch.

6. My client states that as per Bill of Ladings, the delivery of goods was to be made by No.1 of you to the buyer, Munichies of HK, only after surrender of original Bill of Lading. The same should be endorsed in their favour by the Bank of Leumi, USA, which the Bank of Leumi would do only after receipt of payment as the goods was consigned to bank. The shipping company or its agents/principal/employers, whomsoever, cannot deliver the goods with out surrender of original Bill of Lading, duly endorsed in favour of the party taking delivery. In other words the Bank's release order is must for delivering the consignments.

7. In this juncture, my client came to know that the consignments were malafidely delivered to the buyer, Munchies of HK, with out receiving the endorsed Bill of Lading from the Bank of Leumi. My client contacted the officers of No. 1 & 2 of you and they were told that they would take care of payment and they admitted that the goods were delivered to the buyer with out receiving the original Bill of Lading. Then, my client contacted their banker and confirmed that the Original Bill of Lading was returned unpaid. The original Bill of Lading is with the Federal Bank , and my client's goods have been unauthorizedly delivered by No. 1 of you.

8. My client states that thus No. 1 & 2 of you are guilty of defective services/ willful default/ deficiency in service. Both of you were unauthorizedly and unlawfully released the consignments without the surrender of relevant title documents. Thus, No. 1 & 2 of you have willfully and knowingly committed the violations.

9. My client learns that the goods were delivered to the buyer and also the goods were sold in the market by the buyer. My client is holding proper documents to prove that the goods have been released with out original Bill of Lading with malafide intention to cheat and defraud my client by No. 1 of you. Thus, there is a clear violation of contract for which No 1 and 2 of you are eqally and severally liable.

10 No. 1 & 2 of you are equally and severally liable for loss and damages caused to my client. Unless, the stalemate is settled immediately, my client will be forced to take appropriate action against you in the proper forum. Please take notice that my client has a privilege to elect the forum as per the Natural Law.

11. Hence, No. 1 & 2 of you are hereby called upon to reimburse the loss suffered by my client, towards Damages, Loss of Goodwill and business opportunities etc., Unless, my client's claim is settled immediately after receipt of this notice, then, my client will set the law in motion before the appropriate forums (including FMC - USA, Ministry of Shipping, Customs and the Reserve Bank of India).

ADVOCATE

Tirupur,  
27/02/2010.

# EXHIBIT -I

1

Email Reply From Worldlink Logix Services Inc.,

----- Forwarded message -----

From: **John Kang** <

Date: Feb 27, 2010 11:17 PM

Subject: LEGAL NOTICE (ON BEHALF OF SMART GARMENTS)

To:

prakash <

, Siva

Dear Sir,

We are in receipt of your legal notice and your intentions are well understood.

Our customer, Munchies of Hong Kong, will be notified of the same and the demand for proper settlement of this serious issue will be discussed and answered through proper channel.

For your information, Transasia Logistics has nothing to do with this issue and should be removed from the list of your legal notice.

They were simply making shipping arrangement and issuing original shipping documents

as per the letter of credit in understanding that all proper measures will be followed for releasing of the cargo.

Sincerely,

John Kang

Worldlink Logix Services Inc.

33 Wood Ave. South #500

Iselin, NJ 08830

Tel. 732-603-5271 Fax. 732-603-5272

Email: John@Worldlinklogix.com

Main@Worldlinklogix.com

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----- Forwarded message -----  
From: John Kang <[redacted]>  
Date: Feb 27, 2010 11:17 PM  
Subject: LEGAL NOTICE (ON BEHALF OF SMART GARMENTS);  
To: [redacted] Sra prakash <[redacted]>

Dear Sir  
  
We are in receipt of your legal notice and your intentions are well understood  
  
Our customer franchises of Hong Kong will be notified of the same and the demand for proper settlement of this serious issue will be discussed and answered through proper channel  
  
For your information Transasia Logistics has nothing to do with this issue and should be removed from the list of your legal notice  
They were simply making shipping arrangement and issuing original shipping documents as per the letter of credit in understanding that all proper measures will be followed for releasing of the cargo

Sincerely  
  
John Kang  
  
Worldlink Logix Service Inc  
33 Wood Ave South #600  
Keflin, NJ 08836  
Tel: 732 603 5271 Fax: 732-603 5272  
Email: john@worldlinklogix.com

