

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**ADMIRALTY & VICE ADMIRALTY JURISDICTION****ADMIRALTY SUIT NO. 12 OF 2014**

1. Captain Chirackal Skaria Thomas	)	
Master M.V. LABITRA KHARISMA	)	
Currently on board the M.V. Labitra Kharisma	)	
 2. Mr. Tojo Thankachen, Seamen of	)	
M.V. Labitra Kharisma, permanently	)	
residing at Valoyathottathil,	)	
Narakathany (Po), Vennikulam	)	
Pathanamathitta, Kerala, Pin – 659544	)	... Plaintiffs

Versus

1. M.V. LABITRA KHARISMA is a	)
Indian flag vessel together with her hull,	)
engines, gears, tackle, machinery, bunkers,	)
apparel, plant, furniture, fixtures, equipment,	)
and all other appurtenances, presently lying at	)
the port and within the territorial waters of	)
India and within the Admiralty jurisdiction	)
of this Court and her owners and all other parties	)
interested in the vessel.	)

M/s. JAISU SHIPPING PVT. LTD.	)
having their H.O. At Kewalramani House,	)
Dinshaw Building Road, Kandla Port,	)
Gujarat	)
And	)
B-1, Common Wealth 181, Madame Cama	)
Road, Opposite Air India Building,	)
Mumbai – 200 020	)

3. M/s. Golden Marine Services Pvt. Ltd.	)
Having their registered offices at office No. 22,	)
Ground Floor, Nav Vyapar Bhavan Premises,	)

Cooperative Society Limited, P D'Mello Road,)
 Carnac Bunder Masjid Bunder (E),)
 Mumbai – 400 009)

4. Mumbai Port Trust,)
 Ballard Estate, Ground Floor,)
 Port House, S.V. Marg,)
 Near New Custom House,)
 Ballard Estate, Fort,)
 Mumbai – 400001)

5. The Director General of Shipping,)
 Jahaz Bhavan,)
 Walchand Hirachand Marg,)
 Ballard Estate, Mumbai – 400 001)

6. Maritime Seafarers Union,)
 Udyog Bhavan, 4th Floor,)
 29, Walchand Hirachand Marg,)
 Ballard Estate, Mumbai – 400001)

7. State Bank of India, a corporation)
 incorporated under the provision of)
 State Bank of India Act, 1955 having its)
 Central Office in Bombay at State Bank)
 Bhavan, Madam Cama Road, Nariman Point)
 Mumbai – 400021, having Mid-Corporate Group)
 Industrial Finance Branch at Marble Arch,)
 Race Course Circle, Vadodara – 390009)

... Defendants

Mr. Rahul Narichania, Senior Advocate, along with Mr. Kunal Gaikwad,
 instructed by M/s. Khare Legal Chambers, for the Plaintiffs.

None for Defendant Nos. 1, 2, 3, 5, 6, 7 and 8.

Mr. Ajay Fernandes, instructed by M/s. Motiwalla & Co., for Defendant No. 4.

CORAM: S.J. KATHAWALLA, J.
DATE : 26th AUGUST, 2015

ORAL JUDGMENT.

1. The present suit has been filed by two Plaintiffs for recovery of Master's wages and Crew wages respectively.
2. Plaintiff Nos.1 and 2 were at all material times were employed on board Defendant No.1 vessel m.v. Labitra Kharisma as a Master and as an oiler respectively.
3. Plaintiff No.1 has raised the following claims in the suit:
 - (i) Rs. 11,37,500/- towards master's wages till the date of filing of the suit;
 - (ii) Rs. 52,000/- as short hand wages;
 - (iii) Rs. 6,24,167/- as master's wages from 16th July 2013 to 2nd November 2013 (date of signing off from Defendant No.1 vessel);
 - (iv) Rs. 1,84,333/- towards interest @ 12% p.a. on unpaid wages.
4. Plaintiff No.2 has raised the following claims in the suit:
 - (i) Rs. 26,000/- towards crew wages till the date of filing of the suit;
 - (ii) Rs. 14,267/- as crew wages from 16th July 2013 to 2nd November 2013 (date of sign of from Defendant No.1 vessel);
 - (iii) Rs. 2,200/- towards interest @ 12% p.a. on unpaid wages.

5. None appear for Defendant Nos. 1, 2, 3, 5, 6 and 7. Defendant No.4 i.e. the Mumbai Port Trust is the only Defendant who has appeared today and is defending the suit. Defendant No.4 has filed its written statement dated 28th April 2014.

6. The Plaintiffs' claim to have been employed by Jaisu Shipping Company Private Limited to serve on board Defendant No.1 vessel as Master Mariner and Oiler respectively. They were paid their wages upto December 2012. Thereafter, their wages remained unpaid even though they continued to serve on board Defendant No.1 vessel.

7. The Plaint states that the condition on board Defendant No.1 vessel was abysmal. The crew members were forced to work on board in inhuman conditions without adequate food or water being made available to them for their subsistence. Further, there was little or no fuel available on board Defendant No.1 vessel and this led to frequent black outs. The engine of the Defendant No.1 vessel had become non-operational due to non-availability of fuel. The Plaintiffs had to rely on rain water for drinking and use sea water to clean toilets.

8. The crew members fearing for their safety, well being and life wanted to abandon the vessel. Several suits came to be filed by various crew members for

non-payment of wages against various vessels belonging to / or chartered by Jaisu Shipping Company Pvt. Ltd. All the crew members who served on these ships had a similar complaint as that of the Plaintiffs in the present suit.

9. Due to the safe manning requirement, the vessels at all times had to have on board a minimum crew. The vessels could not be left unmanned, as a result, this Court from time to time requested the skeletal crew including the Plaintiffs herein to remain on board the respective vessels and passed various orders directing the Mumbai Port Trust and the Director General of Shipping to provide food, water and fuel to the vessels.

10. The crew members including the Plaintiff herein out of deference to the orders of the Court, continued to remain on the vessels in extremely trying and difficult conditions, which tested their patience and endurance to the limit. They however manfully continued to render services to the vessels way beyond their call of duty.

11. But for the efforts of the Plaintiffs and the other crew members on board the other vessels, the vessel could have posed a navigational hazard. The Court records its appreciation for the efforts of the Plaintiffs and the other crew members.

12. As per the directions of the Court, the Mumbai Port Trust, Director General of Shipping were made parties to the present suit as they were providing assistance to the crew.

13. Pursuant to order dated 29th October 2013 passed by this Court Defendant No.1 vessel came to be sold a sum of Rs. Two and half crores.

14. The Mumbai Port Trust was permitted to withdraw from sale proceeds the amounts expended by them from time to time on Defendant No.1 vessel.

15. In the present suit, Plaintiff No.1 fervently requested the Court for release of some funds to him as he wanted to get his daughter married. Plaintiff No.1 also was diagnosed with a medical problem which required him to undergo immediate surgery.

16. Plaintiff No.2 who was being paid a paltry sum of Rs.4,000/- per month and whose total outstanding aggregated to just Rs. 44,318/- also requested the Court to pay him the said sum as he was the sole earning member of his family and he had lost several job opportunities because he was required to remain on board the vessel pursuant to the request made to the court.

17. Defendant No.4 i.e. Mumbai Port Trust did not object to payments being made to Plaintiff Nos. 1 and 2. This is recorded in the order dated 17 December 2013, which reads as:-

“In this regard, it is noteworthy to mention the Ld. Counsel appearing for BPT has no objection if any sum of money over and above the amount payable to the Plaintiffs on account of outstanding and unpaid crew wages calculated from the date of arrest of the Defendant vessel is paid to the Plaintiffs.”

18. On 27th August 2013, one Mr. Chand Gopaldas Kewalramani, Director of Jaisu Shipping Co. Pvt. Ltd. appeared before this Court in person and informed the Court that Jaisu Shipping Co. Pvt. Ltd. did not dispute the wages of the crewmen employed on its vessel and ideally would have liked to pay the crew their entire wages. He however regretted his inability to do so owing to the precarious financial condition of Defendant No.2. This fact is also recorded in the order dated 17th December 2013 which reads thus:-

“It is relevant to mention here that on the hearing of 27th August, 2013 Mr. Chand Gopaldas Kewalramani, Director of Jaisu Shipping Company Pvt. Ltd. i.e. Defendant No. 2 had entered the witness box and informed the Court that Defendant No. 2 did not dispute the wages of the crewmen employed on its vessels and ideally would have liked to pay the crew their entire wages. He, however, regretted the inability of Defendant No. 2

to make payments as the company is in a financially unstable state.”

19. Considering the overall conspectus of the case and the exigencies of the situation, this Court by an order dated 17th December 2013 proceeded to direct payment of Rs. 10,00,000/- to Plaintiff No. 1 and Rs. 44,318/- to Plaintiff No.2. The Mumbai Port Trust was also permitted to recover amounts that they had expended from time to time.

20. Thereafter the Court by its order dated 6th May 2015 permitted Plaintiff No.1 to be paid out a further sum of Rs.5,00,000/- to Plaintiff No.1. It is pertinent to note here that the order dated 6th May 2014 expressly records that the Mumbai Port Trust has no objection to the release of Rs.5,00,000/- to Plaintiff No.1. The relevant portion of the order dated 06th May 2014 reads thus:-

“The counsel for defendant no. 4-Mumbai Port Trust has no objection if some more money is released to the Plaintiff no. 1”

21. The Mumbai Port Trust, Defendant No.4 has filed a Written Statement in the present Suit disputing the Plaintiffs' claim. The Mumbai Port Trust through counsel also contended that they have a claim for port dues and its claim ranks higher in priority over the claim of the crew members. This is disputed by Mr. Narichania, appearing on behalf of the Plaintiffs. Defendant No.4 has also taken

out a Chamber Summons No. 655 of 2013 seeking the following reliefs:

“a. That this Hon’ble Court direct the 2nd Defendants and / or the Plaintiff in the captioned suit to adequately man the 1st Defendant vessel as the 1st Defendant vessel in her present condition is likely to pose a navigational hazard to the other vessels in the Port Trust Channel having regard to the condition of the 1st Defendant vessel and the fact that she has been abandoned by the 2nd Defendants;

b. That this Hon’ble Court direct the Plaintiff to bear in the 1st instance the expenses of the manning agency which could ultimately be recovered from the sale proceeds of the 1st Defendant vessel as a 1st Charge;

c. In the event of the 2nd Defendants / Plaintiff failing to comply with the aforesaid Order, this Hon’ble Court direct the Sheriff of Mumbai to appoint a manning agency to compliment the officer / s and crew on board the 1st Defendant vessel so that the 1st Defendant vessel is adequately manned;

d. That this Hon’ble Court direct the Plaintiff to take out within a time to be stipulated by this Hon’ble Court, a Notice of Motion for the sale of the 1st Defendant vessel;

e. In the event the Plaintiff failed to take out such a Notice of Motion, within the stipulated time, the Plaintiff be put to terms;

f. The this Hon’ble Court direct the Sheriff of Mumbai to pay to the 4th Defendants Rs. 23,24,376/- being the statutory dues, dues incurred by way of supply of fuel and water pursuant to Court’s Orders and proportionate mandatory dues out of the sale

proceeds of the 1st Defendant vessel as per the Schedule I annexed hereto as the dues of the 4th Defendants have paramouncy and are treated as Sheriff's expenses;

g. That the damages payable to the 4th Defendants which are estimated in the range of Rs.85 crores to Rs. 120 crores being damages payable by the 2nd Defendants out of the sale proceeds of the 1st Defendant vessel;

h. That this Honb'ble Court may make such appropriate orders as this Hon'ble Court may deem fit in the facts and circumstances of the case;

I. Ad-interim relief in terms of prayers a to g;

j. Costs of the Chamber Summons be provided for;

k. Such further and other reliefs as this Hon'ble Court may deem fit;"

22. Plaintiff No.1 i.e. the Master of the Defendant No.1 vessel at the relevant time, filed his Affidavit in Evidence dated 18th September 2014. He also filed an Affidavit in Evidence dated 8th October 2014 for and on behalf of Plaintiff No.2 who was employed as oiler on board Defendant No.1 vessel.

23. By an order dated 18th September 2014, the following documents were marked as Exhibits by this court.

(a) Exhibit P-2 - Original Contract of Employment of Plaintiff No.1.

(b) Exhibit P-3 - Copy of salary disbursement statement for the month of December 2012.

- (c) Exhibit P-4 - Copy of the voucher for disbursement dated January 4, 2013.
- (d) Exhibit P-5 - Copy of relevant extract of continuous discharge certificate of Plaintiff No.1.
- (e) Exhibit P-6 - Copy of detailed break-up of non-payment of wages for the period from June 29, 2012 till November 02, 2013.
- (f) Exhibit P-7 - A copy of the relevant extract of passport of Plaintiff No.1 wherein the stamp of immigration evidencing his prior engagements by Defendant No.2 on the subject vessel.
- (g) Exhibit P-8 - Copy of Passport displaying photograph of Plaintiff No.2.
- (h) Exhibit P-9 - Copy of Continuous Discharge Certificate (CDC) Plaintiff No.2.

Plaintiff No.1 in his Affidavit in Evidence *inter alia* deposed that pursuant to an Employment Contract dated 29th June 2012 (Exhibit P-2) he was engaged as Master Mariner to serve on board Defendant No.1 vessel on a salary of Rs.1,75,000/- per month (all inclusive of basic, OSA, overtime, bonus, ship keeping, cash in lieu of PF and taxes included, gratuity, insurance, etc).

24. Plaintiff No.1 was cross-examined by counsel for Defendant No.4. Defendant No.4 has not been able to successfully challenge or demolish the evidence of Plaintiff No.1 on his entitlement to his wages earned by him on board the vessel. I have perused the employment contract (Exhibit P-2). The salary disbursement statement (Exhibit P-3), the copy of voucher for disbursement (Exhibit P-4), the Continuous Discharge Certificate (Exhibit P-5) and the detailed

break up of non-payment of wages for the period 29th June 2012 till 2nd November 2013 (Exhibit P-6). These documents prove the Plaintiff no. 1's claim in the Suit.

25. Defendant No. 4 did not raise any argument in relation to issue No.1. It is contended by Defendant No. 4 i.e. Mumbai Port Trust that the Plaintiffs are not entitled to any wages because they were employed by Jaisu Shipping Co. Pvt. Ltd. whereas the employment contract was with M/s Miller Dredging Inc. who were described as the owners in the employment contract. It is contended that since Jaisu Shipping Co. Pvt. Ltd. was not the owner of Defendant No.1 vessel and that since the Plaintiff No.1 maintains that he was employed only by Jaisu Shipping Co. Pvt. Ltd., he is not entitled to any wages for having served on board Defendant No.1 vessel. It was further argued that the Plaintiff no. 1 did not serve on board the Defendant No. 1 vessel at all material times having worked on board another vessel as well.

26. Plaintiff No.1 has deposed that he was on board Defendant No.1 vessel from June 2012 till November 2013 as Master. He admits that he had been deputed to serve on board another vessel m.v. Sahayak by Jaisu Shipping Co. Pvt. Ltd. for a period of approx. 5 to 7 days because m.v. Sahayak was required to be brought from Kandla to Mumbai Port.

27. Plaintiff No.1 has also been given evidence on behalf of Plaintiff No.2 by filing an affidavit of evidence on his behalf. Plaintiff No.2 was cross-examined by Defendant No. 4 in relation to the Affidavit in Evidence that he filed on behalf of Plaintiff No. 2. It was asserted by Defendant No.4 that the Plaintiff did not have any personal knowledge about the claim of Plaintiff No.2 and that the Plaintiff No. 2 was not entitled to the wages as claimed in the suit. Plaintiff No. 1 has denied the assertions and has maintained that Plaintiff No. 2 was working under Plaintiff No.1 who was the master of Defendant No. 1 vessel at the relevant time; therefore, he was certainly aware that the Plaintiff No. 2 was not paid wages. He has also asserted that he had personal knowledge about the claim of Plaintiff No. 2 and in turn rejected the assertion that Plaintiff No.2 was not entitled to the wages as claimed in the suit. As a result Defendant No. 4 contends that Plaintiff No.1 is not entitled to wages for the period of 5 to 7 days when Plaintiff No. 1 did not serve on Defendant No.1 vessel.

28. Apart from the above, the Mumbai Port Trust did not appear to challenge the evidence of Plaintiff No.1 in cross examination.

29. I have perused the affidavit in evidence of Plaintiff No.1 and his cross-examination.

30. Only the following arguments have been raised by Defendant No.4 viz.

- (a) lack of privity of contract between the owners of Defendant No.1 vessel and Plaintiff No.1
- (b) alleged extra wages claimed by Plaintiff No.1 for a period of 5 to 7 days
- (c) dispute as to whether the Plaintiffs were entitled to any wages at all

31. In so far as the argument relating to absence of privity of contract is concerned, Mr. Narichania appearing on behalf of the Plaintiffs submits that in law, Master's and crew wages are sacrosanct and are payable regardless of whether the Master or crew have served on board the vessel pursuant to a contract of employment with the owner. He submitted that even if the services of the master and the crew were engaged by a time charterer or a voyage charterer or any other third party, their wages would be nonetheless payable if they have served on board and rendered services to the vessel. He further submitted that Master's and crew wages constitutes a maritime lien in law and that the lien arises from the fact that the services were rendered to the vessel which is independent of agreement and of personal liability on the part of the owner of the ship. He further submitted that the seamen rights to wages have been put high pedestal and that since time immemorial, it has been consistently held by various judgments of the English Court that the seamen's maritime lien extends to and can be recovered from the last plank of the vessel.

32. To buttress his argument, Mr. Narichania has drawn my attention to the judgment of the Hon'ble Supreme Court of India in the case of *O. Konavalov vs. Commander, Coast Guard Region & Ors.* reported in (2006) 4 SCC 620. The relevant paragraphs of the said judgment are quoted herein.

"17. Judicial opinion and text book writers holds that a Maritime Lien such as seamen's wages is a right to a part of property in the res and a privileged claim upon a ship, aircraft or other maritime property and remains attached to the property travelling with it through changes of ownership. It is also acknowledged that it detracts from the absolute title of the 'res' owners (see 1. Maritime Liens by D.R. Thomas British Shipping Laws Vol. 14 PP 51-67, 2. Law by Cristopher Hill 2nd Edition 1985 PP 107-111 and 9. Principles of Maritime by Susan Hodges and Cristopher Hill 2001). The seamen's right to his wages have been put on a high pedestal. It is said that a seamen had a right to cling to the last plank of the ship in satisfaction of the wages or part of them as could be found in Neptune 161 ER 81 and also RUTA (2000) 1 LLR 359."

...

"19..... The seamen's lien will follow the ship and its proceed in whatsoever hand they may come by title or purchase from owner and the lien reattaches to the thing after sale and to whatever is substituted for it. [see James Sheppard v. Lemuel Taylor 8 Led 269 - see also para 1907 Vol. 43 (3) Halsbury Laws of England 4th Edn. - Re-issue] Obtaining jurisdiction to the res in pursuance of

statutory powers should be put on the same footing as acquisition of the title following the transfer of res."

...

"24. ...

A seaman's maritime lien for wages arises from the fact of service rendered to the ship and is independent of agreement and of personal liability on the part of the ship owner. Section 16 (1) of the Merchant Shipping Act, 1970 provides that, 'A seaman's lien, his remedies for the recovery of his wages ... shall not be capable of being renounced by any agreement'.

...

William Tetly in "Maritime Claim and Liens" observed that, 'the seaman's lien is a true traditional maritime lien. The key is service to the ship, the lien is not dependant on who hired the seaman, be it the owner of the vessel or not. Thus seamen were granted a lien even where they were employed by the master or not'

Maritime lien of the crewmen attaches to the ship in respect of which the employment service is rendered including the vessels tackle, apparel and furniture. In the words of Sir John Nicholl, "if any portion of the ship be saved, the mariner has a lien on the thing for wages". [The Lady Durlam (1853) 3 Hag. Adm 196. The lien extends to freight as well including freight payable by sub-charterers. Therefore in case of any deficiency in the proceeds from the sale of the vessel the freight can be called to the court [D.R. Thomas. "Maritime Liens". P: 181] The ship however represents the first charge and the lien on the freight is only consequential, therefore if there is no lien on the vessel there can

be no lien on the freight. However there is no lien for wages on the cargo [bid, p: 182].”

33. Mr. Narichania has also drawn to my attention to a paragraph from the leading text book on Maritime Lien by D.R. Thomas, British Shipping Laws Volume XIV, which reads as under:

"The lien of the seaman has regularly been supported by reference to considerations of public policy and jurisprudentially explained by reference to a seaman's "service to the ship". It was the "service" and not the "contract of employment" which procured the lien and pledged the security of the ship. As has already been observed this particular view of the seaman's remedy in rem helped to consolidate the early jurisdiction of the court over claims for seamen's wages. Equally significantly it created the logical platform for the judicial recognition that the lien existed independently of the personal liability of the ship-owner. In the words of Lord Watson in The Castlegate the lien for wages "attaches to ships independently of any personal obligation of the owner. In the same case Lord Field observed that "service done is of the very essence of [a] maritime lien." Consequently, a seaman continues to enjoy a lien upon a ship notwithstanding he is purportedly employed by a person who has fraudulently obtained possession of or stolen the ship, or is employed by a person who has mere possession but no title in the ship. The ship is liable even though the seaman lienor has no

claim in personam against the shipowner."

....

The lien survived notwithstanding a personal liability on the part of the owner." (emphasis supplied)

34. It is evident from the above authorities that it was wholly unnecessary for the Plaintiffs to have an Employment Contract with Miller Dredging Inc. The Plaintiffs have served on board Defendant No.1 Vessel. Whether the services were rendered pursuant to a contract with Miller Dredging Inc. or Jaisu Shipping Co. Pvt. Ltd. is irrelevant. The Plaintiffs are entitled to maintain an action in rem against Defendant No.1 vessel for recovery of their wages.

35. In so far as the second defence taken by Defendant No.4 viz. that Plaintiff No.1 had not served on board Defendant No.1 vessel for a period of 5 to 7 days, I find that this contention has no merit, because firstly, Plaintiff No.1 has deposed that he was requested by Jaisu Shipping Pvt. Ltd. to go to Kandla to bring vessel m.v. Sahayak to Mumbai port. He was away from only a period of about 5 to 7 days. Plaintiff No.1 has not claimed any extra wages for performing services on aboard the m.v. Sahayak he has only claimed wages as per his employment contract. Therefore, this is not a case where Plaintiff has claimed wages twice over. I therefore find that the Plaintiff No.1's claim for Master's wages are payable.

36. Plaintiff No.1 has also claimed short hand wages these are wages normally payable to Master and / or Crew for performing extra work on the vessel due to inadequate manpower on board. The claim of Rs. 52,000/- as shorthand wages for having served on board Defendant No1 vessel with hardly any crew and in such inhuman and challenging conditions, is just and reasonable and is therefore payable.

37. In so far Plaintiff No.2's claim is concerned, the Plaintiff No. 1 has given evidence on his behalf. Plaintiff No.2 has not come forth to give evidence. Mr. Narichania points out that Plaintiff No.2 was engaged on board vessel as an oiler on a paltry wages of Rs. 4,000 per month. He submits that Plaintiff No.2 was clearly exploited as wages paid to him were much below the minimum wage. Defendant No.4 raised no objection to the payment of the wages of Plaintiff No.2. Accordingly Plaintiff No.2 has already been paid out his entire wages at the interim stage of the suit. In view of such payment, Plaintiff No. 2's claim does not survive. In view of this Plaintiff No. 2 is not entitled to any decree in this suit.

38. The principal amount which was payable to Plaintiff no. 1 is Rs. 18,53,934/- Plaintiff No.1 has received Rs. 15,00,000/- as interim payment of his wages (Rs. 10,00,000/- was paid on 17 December 2013 and Rs. 5,00,000/- was paid on 06 May 2014) This amount is therefore required to be taken into

consideration whilst passing a decree. A sum of Rs. 3,53,934/- towards the principal sum is now due and payable to Plaintiff no.1 with further interest at 12% p.a. from the date of filing of the Suit until realization is due and payable to Plaintiff no. 1. Accordingly, Plaintiff no. 1 is entitled to the Principal amount of Rs. 3,53,934/- alongwith interest @ 12% p.a. from the date of filing of the Suit until payment realization. The Plaintiff no. 1 is entitled to interest on Rs. 10,00,000/- from the date of filing of the present Suit until 17 December 2013 @ 12 p.a. Further interest @ 12 % p.a. on Rs. 5,00,000/- from the date of filing of the Suit until 06 May 2014 is also payable to the Plaintiff no. 1.

39. On the basis of the pleadings, the following issues came to be framed by the court and are answered as follows:

Sr.No.	Issues	Answers
1	Whether the plant is bad for non-joinder of necessary parties?	Negative; as it was not pressed by Defendant No.4.
2	Whether the Plaintiffs prove that they were employed on board the 1 st Defendant vessel in the position as they are claiming in the suit?	Affirmative.
3	Whether the Plaintiffs	Affirmative.

	prove that they have not been paid their wages as claimed in the suit?	
4	Whether the Plaintiffs prove that they are entitled to a decree in the sum of Rs. 18,53,934/- including short hand wages of Rs.52,000/- of Plaintiff No. 1 together with interest thereon at the rate of 12% p.a. and for what period?	There shall be an order and decree in favour of Plaintiff No. 1 as follows: (a) Rs. 3,53,934/- being the principal amount payable along with interest @12 % p.a. from the date of filing of the Suit until payment/realization. (b) interest accrued on Rs. 10,00,000/- from the date of filing of the present suit upto 17 December 2013 (date of receipt of payment of Rs. 10,00,000/-) @ 12% p.a. (c) interest accrued on Rs.5,00,000/- @ 12 %p.a. from the date of filing of the Suit upto 06 May 2014 (date of receipt of payment of Rs.5,00,000/-) (d) costs of Rs.50,000/-.
5	What decree? What order?	As above.

It is made clear that the Chamber Summons No. 655 of 2013 taken out by the Defendant No. 4 will not abate or be rendered infructuous by virtue of decree passed in the present suit. The Mumbai Port Trust will be entitled to press their Chamber Summons for the reliefs at an appropriate time which will be decided in

accordance with law.

40. The counsel for the Plaintiffs states that the Plaintiffs have not paid the court fees and this Court had granted liberty to the Plaintiffs as a special case to pay the court fees as and when the decretal amount was received.

41. The Prothonotary & Senior Master of this Court is directed to make over the sum held by the Prothonotary & Senior Master to the credit of the suit to the Advocate for the Plaintiffs in satisfaction of the decretal amount.

42. The Prothonotary and Senior Master should ensure that the court fees amount is deducted before paying any money to the Advocates for the Plaintiffs if at all payable from the sale proceeds of defendant-vessel.

43. The suit is accordingly disposed of.

(S.J. KATHAWALLA, J.)