

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ADMIRALTY AND VICE ADMIRALTY JURISDICTION**

ADMIRALTY SUIT NO.68 OF 2014

Pravin Govindji Mali

....Plaintiff

Vs.

The Sale Proceeds of the vessel
M.T. Pratibha Bheema and Anr.

....Defendants

Mr. Amrut M. Vernekar for plaintiff.
None for defendants.

CORAM : K.R.SHRIRAM, J.

DATE : 30th JUNE, 2017

PC.:

1 Plaintiff was working on board M.T. Pratibha Bheema as 2nd Officer pursuant to a Seafarer's Contract dated 26th November, 2012. Plaintiff was engaged as 2nd Officer for a period of six months plus 15 days to commence from the date of joining the vessel on board. The total emolument that was to be paid to plaintiff was Rs.1,90,000/- per month. Plaintiff joined the vessel on 28th November, 2012 and was signed off on 20th June, 2013. Therefore, he has effectively worked for a period of six months and 23 days (totally 204 days). The total wages to be paid for this period was Rs.12,92,000/-.

2 It is the case of plaintiff that not a penny has been paid out of this Rs.12,92,000/-. Mr. Vernekar, counsel for plaintiff tenders a compilation of documents alongwith affidavit in lieu of examination in chief of plaintiff affirmed on 28th June, 2017 under Order 18 Rule 4 of the

Code of Civil Procedure, 1908. The affidavit of evidence is taken on record and marked **Exhibit P-1** and the compilation of documents is taken on record and marked **Exhibit P-2 (Colly.)**.

3 In the compilation, Seafarer's Contract, articles of Agreement for Employment of Seafarer signed by the owners of M.T. Pratibha Bheema and plaintiff, copy of Continuous Discharge certificate, a Certificate issued by the company conforming that plaintiff was working as 2nd Officer on board M.T. Pratibha Bheema from 28th November, 2012 to 20th June, 2013 and an account of wages issued by the company through the Master of the vessel confirming that the amount of Rs.12,92,000/- is payable to plaintiff is annexed.

4 The owners of M.T. Pratibha Bheema never entered appearance because by the time the suit was filed, the vessel had already been sold and the sale proceeds are lying deposited with the Prothonotary and Senior Master, High Court, Bombay. So far as M/s. Pratibha Shipping Company Limited is concerned, Official Liquidator has been appointed as Liquidator of the company. The Official Liquidator has already been joined as defendant no.2. There is an affidavit of service filed by plaintiff of one S.M. Khopatkar, Bailiff working in the office of Sheriff of Mumbai, confirming service upon the Official Liquidator of the original writ of summons on 23rd September, 2015. The Official Liquidator has not filed any written

statement denying the claim of plaintiff.

5 Having considered the affidavit in lieu of examination in chief as well as the compilation of documents, I am satisfied that plaintiff's claim requires to be decreed. Therefore, suit stands decreed in terms of prayer clause – (a), which reads as under :

“(a) For a decree in favour of the plaintiff and against the defendants in the sum of Rs.12,92,000/- (as per the particulars of claim at Exhibit 'L' to the plaint) together with interest thereon @ 12% per annum from the date of filing of the suit till decree and thereafter till payment and/or realisation.”

The interest payable on the decretal amount, however, will be only 9% p.a. from the date of filing of the suit until payment/realisation.

(K.R. SHRIRAM, J.)