

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

ADMIRALTY SUIT NO. 19 OF 2017

Jose Tanikkal Mathews	.. Plaintiff
Vs.	
M.V. JADA & Anr.	.. Defendants

Mr.Arnab A. Ghosh for plaintiff.

Mr.E.O.Mendes for defendants.

CORAM : K.R.SHRIRAM, J.

DATE : 11TH JUNE 2018

P.C.

1 The counsel for plaintiff and counsel for defendants tendered Consent Minutes of Order dated 11th June 2018 which is taken on record and marked 'X' for identification.

2 For ease of reference, the Consent Minutes of Order reads as under :-

“.....

CONSENT MINUTES OF ORDER

1. *The present Admiralty Suit has been filed by the Plaintiff claiming a sum of Rs. 3,09,999.00 (Rupees Three Lacs Nine Thousand Nine Hundred and Ninety Nine Only) which includes a sum of Rs. 2,59,999.00 (Rupees Two Lakhs Fifty Nine Thousand Nine Hundred and Ninety Nine Only) towards unpaid wages for the services rendered by him on board Defendant No.1 vessel and Rs. 50,000.00 (Rupees Fifty Thousand Only) towards legal costs and expenses. The Plaintiff has also claimed interest at 18 % per annum from the date it became payable from 19th January 2016.*

2. *Pursuant to the direction passed vide order dated 17th*

November, 2016 passed in Admiralty Suit (L) No. 896 of 2016 Defendant No.2 has deposited a sum of Rs. 2,59,999.00 (Rupees Two Lakhs Fifty Nine Thousand Nine Hundred and Ninety Nine Only) vide pay order bearing Nos. 200243 dated 16th November, 2016 towards security of the Plaintiff's claim.

3. Plaintiff has agreed to accept an amount of Rs. 2,59,999.00 (Rupees Two Lakhs Fifty Nine Thousand Nine Hundred and Ninety Nine Only) along with the interest accrued on the abovementioned amount deposited with the Prothonotary and Sr. Master towards full and final settlement and satisfaction of his entire claim in Suit against the Defendants.

4. In view of the above, The Prothonotary and Senior Master, is hereby directed to remit the abovementioned amount of Rs. 2,59,999.00 (Rupees Two Lakhs Fifty Nine Thousand Nine Hundred and Ninety Nine Only) along with the interest accrued on the said amount to the Plaintiff's account.

5. The Plaintiff accepts and undertakes that upon receipt of the abovementioned amount he shall have no further claim as against both the Defendants with respect to his wages payable for the services rendered on board the Defendant No.1 vessel. The Plaintiff further states that at the time of signing off, only a copy of the crew-sign off portage bill was handed over to him and upon receipt of the abovementioned amount, the same shall stand cancelled/ satisfied. The Plaintiff indemnifies and undertakes that no person shall forward or claim under such portage bill any amounts on behalf of the Plaintiff.

6. Defendant No.2 is at liberty to forward a copy of this order to the Mercantile Marine Department and Directorate General of Shipping who shall take note of the fact the Plaintiff claim in the present suit is satisfied.

7. Prothonotary & Senior Master, High Court, Bombay / Admiralty Registrar and all concerned statutory authorities are directed to act on copy of the order duly authenticated by the Associate.

8. Refund of Court fees as per rules. Plaintiff authorizes Captain Mohamed Abubaker Vaid, his Authorised Representative to collect the Court fees on his behalf.

9. Accordingly the present suit stands disposed as settled between the parties.

10. Parties to bear their own costs.”

2 The suit accordingly stands disposed.

Refund of Court fees, if any, in accordance with Rules.

3 Though paragraph 8 of the Consent Minutes of Order mentions one Captain Mohamed Abubaker Vaid, his Authorized Representative to collect the Court fees on his behalf, registry to issue the refund of Court fees in the name of Shri Arnab Ghosh, advocate for plaintiff who undertakes to pay plaintiff subject to payment of fees of Shri Arnab Ghosh.

(K.R. SHRIRAM, J.)