

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

ADMIRALTY SUIT NO. 14 OF 2017

**Bharat Kumar Vithaldas Ved
of Mumbi, Indian Inhabitant, residing at
701/A, Mercury Building, Vasant Galaxy,
M.G.Road Extension, Goregaon (W),
Mumbai – 400 104 THROUGH
Constituted Attorney Satish Chande.**

..Plaintiff.

V/s.

**1. Malaviya Thirty Three, IMO:7809118
(and her owners/managers and all other
persons concerned and/or interested in
her), a motor vessel registered in India,
flying the flag of India together with her
hull, tackle, engines, machinery, boats,
bunkers, equipment, paraphernalia and
all other appurtenances at present lying
in the port and harbor of Mumbai within
territorial waters of India and within the
Admiralty and Vice Admiralty
Jurisdiction.**

**2. The Official Liquidator of Gol Offshore
Limited having office at 5th Floor, Bank
of India building, Mahatma Gandhi
Road, Fort, Mumbai – 400 023.**

..Defendants.

Mr. Vikrant D. Shetty for plaintiff. Ms. S. Priya a/w Ms.
Aparna Sinha for Defendant No.2 (in liquidation).

CORAM : K. R. SHRIRAM, J.
DATE : 25th July, 2019

JUDGMENT :

1. Plaintiff was a seafarer and worked as Chief Engineer on board defendant vessel by name Malaviya Thirty Three owned by Gol Offshore Limited, which is in liquidation.

2. According to plaintiff, wages payable for his employment on board first defendant vessel is from 13/02/2016 to 04/06/2016 at the rate of Rs.3,99,000/-p.m. (pro rata). Plaintiff is also claiming to be entitled to bonus for the same period, i.e., 13/02/2016 to 04/06/2016 at the rate of Rs.21,000/-p.m. (pro rata). The amounts payable under these two heads is Rs.15,02,900/- and Rs.79,100/-. Plaintiff is claiming interest at 12% p.a. on the amounts payable from 05/06/2016 till the date of filing of suit and for further interest at 12% p.a. from the date of filing of the suit till payment/realization and cost plus poundage. Plaintiff had obtained an order of arrest of first defendant vessel on 26/04/2017. Court Fees payable has not been paid in view of the undertaking given by plaintiff that the amount of court

fee payable can be deducted from the decretal amount. Mr. Shetty agrees that even if the court is inclined to dismiss the suit, plaintiff will still be liable to pay court fees.

3. Pursuant to orders passed by this court, defendant vessel has been sold in another suit and the sale proceeds is with the Prothonotary and Senior Master, High Court, Bombay. Written Statement has been filed by the Official Liquidator of Gol Offshore Private Limited (in liquidation) owner of defendant vessel. Issues were settled on 27th July, 2018 and the same read as under:

I S S U E S

- 1) Whether the Plaintiff proves that the Plaintiff had entered into a contract of employment dated 12th February 2016 and was appointed on board the vessel Malaviya Thirty Three as Chief Engineer?*
- 2) Whether the Plaintiff proves that under this contract, the Plaintiff has not been paid wages aggregating to INR 15,82,000/- and has a maritime claim and lien on the Defendant vessel?*
- 3) Whether the plaintiff proves that he is entitled to interest on the principal sum claimed, whether at the rate of 12% per annum, and whether for the period from the*

date the wages became due till payment/realisation?

4) Whether the Plaintiff proves that he is entitled to an order and decree for the sum of INR 18,96,354/- together with further interest at the rate of 12% per annum on the principal amount of INR 15,82,000/- from the date of institution of the suit till payment / realization, together with costs and poundage?

5) What decree? What order?

5. Plaintiff himself stepped into the box as his sole witness. No evidence was led by defendants.

6. Ms. Priya appearing for defendant, the Official Liquidator, in fairness agrees that (a) the employment contract of plaintiff, which was with one BHN Offshore Services Private Limited is not disputed, (b) the fact that plaintiff worked on board first defendant vessel Malaviya Thirty Three for the period claimed is also not disputed, and (c) plaintiff will be entitled to claim his wages as maritime lien against first defendant vessel Malaviya Thirty Three. Therefore, there is no dispute on the sum of Rs.15,82,000/- (Rs.15,02,900/- + Rs.79,100/-) and a decree can straight

away be drawn for these amounts against defendants.

The only dispute raised by Ms. Priya is on the interest claimed at 12%p.a.

7. As regards claim for interest at 12%p.a., the defendant company is in liquidation. There are many creditors of the company. At the same time, plaintiff is a crew member, who has worked on board the first defendant vessel Malviya Thirty Three and who has not been paid his wages. In my view, plaintiff should be given some interest and is hereby awarded interest at 6% p.a. As regards the period for which interest should be granted, contract of employment does not provide for any interest. At the same time, plaintiff has issued demand notice dated 08/04/2017 (Ex.F-1) claiming interest at 12%p.a. on the amount of Rs.15,82,000/-. Therefore, in view of the settled law, plaintiff should be paid interest from the date of demand i.e. 18/04/2017 till 04/12/2017 when the owner Gol Offshore Private Limited was ordered to be wound up.

8. Plaintiff will also be entitled to cost of

Rs.50,000/-.

9. All issues are answered accordingly. Suit stands disposed.

10. Court fees payable to be ascertained on the amount claimed in the suit and deducted from any payment out to plaintiff. So also, 1% Poundage on the amount that plaintiff will receive from the Official Liquidator and that amount shall be paid over to Sheriff of Bombay.

(K. R. SHRIRAM, J.)