

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

ADMIRALTY SUIT NO.18 OF 2019

Ritesh Kumar Awasthi ..Plaintiff
Vs.
M. V. PFS Supplier (IMO No. 9221176) & Ors ..Defendants

Mr. Ranjeev Carvalho with Mr. R. P Shirole i/b Khare Legal Chambers
for Plaintiffs
Mr. Prathamesh Kamat, Amicus Curiae
Mr. Kuldeep Kumar, Constituted attorney of Plaintiff present

**CORAM : K.R.SHRIRAM, J.
DATE : 20th FEBRUARY 2020**

PC. :

1 This is a suit filed for recovery of unpaid wages. Plaintiff was working as an Electrical Officer on board defendant no.1 vessel. The daily wages of plaintiff was Rs.5000/-. Plaintiff signed on board defendant no.1 vessel on 04-3-2016 and signed off on 2-6-2016, thereby working for 91 days on board defendant no.1 vessel. Admittedly, as per the statement of accounts given by defendant no.2, the owners of defendant no.1 vessel, the total wages payable for 91 days for plaintiff was Rs.4,51,690.14 after deducting Rs.3309.86 towards telephone charges. Nothing has been paid to plaintiff. The break up can be found on page no.27 of the compilation of documents filed on behalf of plaintiff.

2 Defendant nos.1 and 2, though served, have neither entered appearance nor filed any written statement. The suit against defendant no.3

has been withdrawn. Considering the nature of the claim, I see no reason why the suit cannot be decreed in view of absence of specific denial as required under Order 8 Rule 3, read with Rule 5 and Rule 10 of the Civil Procedure Code, 1908.

3 Mr. Kuldeep Kumar, who is the constituted attorney of plaintiff has filed affidavit of evidence affirmed on 20-2-2020 along with compilation of 10 documents. Mr. Kuldeep Kumar, who is present in court, identifies his signature and confirms having filed the affidavit of evidence. The same is taken on record and marked ***Exhibit P-1***. Compilation of documents is also taken on record and marked as ***Exhibit P-2(colly)***. Defendants admission of liability to plaintiff is at page no. 26 in Exhibit P-2(colly)

4 I have also perused the pleadings, affidavit of evidence and compilation of documents with the assistance of Mr. Kamat and Mr. Carvalho. Both of whom, were appointed by this court to assist the court in view of the inability of the counsel engaged by plaintiff to assist the court. I have to note my appreciation to Mr. Kamat and Mr. Carvalho, who readily agreed to assist the court and without their contribution, it would have not been possible to dispose this matter.

5 I have to also note that plaintiff's claim would qualify firstly, as a maritime claim under the provisions of Section 4(1)(o) read with (p) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 (hereinafter referred to as the Admiralty Act). Plaintiff's claim will also

qualify as a maritime lien under Section 9(1)(a) of the Admiralty Act.

6 Plaintiff will also be entitled to interest @ 9% p.a. from the date of suit until payment / realisation. Plaintiff in my view, should also be paid cost of Rs.25,000/-.

7 The suit stands decreed as under:

“(a) That this Hon’ble Court be pleased to pass an order and decree in favour of the plaintiff against the defendants in the sum of Rs.4,51,690/- (Rupees Four Lakh Fifty One Thousand Six Hundred and Ninety only) along with interest at 9% p.a. from the date when the wages of the plaintiff became due being on 02 June 2016 till the date of realization.”

The amount shall be paid to plaintiff is Rs.4,51,690/- as principal amount.

Interest @ 9% p.a. on this amount shall also be paid from the date of the suit until payment / realisation.

Plaintiff is also entitled to cost of Rs.25,000/- from defendants.

8 Drawn up decree dispensed with.

9 All to act on authenticated copy of this order.

(K.R. SHRIRAM, J.)