

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON: 23.11.2020

PRONOUNCED ON: 4.12.2020

CORAM:

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

**C.S.No.210 of 2019
and
A.Nos. 2275 & 4278/2019
And
A.No. 216 of 2020**

Mr. Mathivanan

... Plaintiff

Vs

Owners and Parties interested
In the vessel M.V. SEA JAL ONE
now lying at the Port of Tuticorin and
Rep. by its Master

.. Defendant

PRAYER:- This Civil Suit is filed under Order XLII Rule 11 of the Madras High Court Original Side Rules read with Section 5 of the Admiralty Courts Act read with Order VII Rule 1 of CPC praying for a Judgment and Decree against the defendant for the following reliefs:

(a) for a sum of US \$ 14,833.00 (US Dollar fourteen thousand eight hundred and thirty three only) equivalent to INR Rs.10,24663.00 (Rupees Ten Lakhs Twenty Four Thousand Six Hundred and Sixty three only)

(Calculated @ 1 US \$ = Rs.6908 or such sum of Indian Rupees, whichever to higher from the defendant Vessel M V SEA JAL ONE;

(b) For arrest and sale of the defendant Vessel M V SEA JAL ONE in as is where is condition, presently in Indian waters at the Port of Tuticorin, India;

(c) for a direction to adjust the sale proceeds of the defendant Vessel M V SEA JAL ONE against the suit claim; and

(d) for costs of this suit.

For plaintiff : Mr T.Mohan
Mr. P.Muthusamy

For Defendant : set exparte on 18.06.2019

For Intervenors
1 to 11 : Mr.S.Vasudevan

JUDGEMENT

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The suit had been filed under Order XLII Rule II of the Madras High Court Original Side Rules read with relevant provisions of the Admiralty Courts Act and the Code of Civil Procedure by the plaintiff, Mathivanan,

who was formerly employed on Board the Vessel M V SEA JAL ONE

which was, at the time of institution of the suit, lying at the Port of Tuticorin within the jurisdiction of this Court seeking a Judgment and Decree against the defendant, the Owners and Parties interested in the said vessel M V SEA JAL ONE for a sum of USD \$ 14,833 in its equivalent in Indian rupee and also for arrest and sale of the said vessel and for a direction to adjust the sale proceeds against the suit claim and for costs of the suit.

2. The plaintiff, Mathivanan, was engaged as Chief Engineer on Board the Vessel M V SEA JAL ONE by appointment letter dated 20.10.2017 for a period of 6(+1) months from 24.10.2017. The vessel was registered in Hongkong and was flying the flag of Palau. The plaintiff joined duty on 24.10.2017. His salary was USD \$ 2,500/- per month.

3. The plaintiff claimed that the defendant was irregular in the payment of salary/wages, not only to the plaintiff but also to the other crew members. The plaintiff signed off duty on 28.04.2017. He was paid only three months' salary out of the six months salary due and payable to him. The plaintiff and the other crew members sent several reminders to the defendant demanding payment of wages. They also issued notice to M/s.

Tangar Ship Management Pvt Ltd., Mumbai, who were the Crew Recruitment Agency. Since the wages had not been settled, claiming maritime lien over the Vessel, the suit had been filed seeking the reliefs as stated above.

4. The plaintiff also filed A.No. 2275 of 2019 seeking to issue a warrant of arrest against the vessel M V SEA JAL ONE which was lying at the port of Tuticorin at the relevant point of time. This application came up for consideration on 20.03.2019. Holding that a *prima facie* case had been made out, an order of arrest of the vessel was directed. The order of arrest was also effected.

5. Thereafter, the defendant was also served with the suit summons on 11.04.2019. The defendant had apparently taken a conscious decision not to appear before the Court. The defendant was set *exparte* on 18.06.2019.

6. The plaintiff then filed A.No. 4278 of 2019 seeking sale of the vessel by appointing an Advocate Commissioner. Mr.K.Manoj Menon,

Advocate, was appointed as Advocate Commissioner to take steps to sell

the said vessel. The plaintiff was directed to pay a sum of Rs.25,000/- as initial remuneration for the Advocate Commissioner. The procedure to be adopted for effecting sale was also stated in the said order which was dated 02.08.2019. Thereafter, efforts were taken to effect sales of the vessel. The efforts did not fructify initially. Further directions were given on 15.10.2019. On perusing the report of the Advocate Commissioner and on hearing the contentions of the learned counsel for the plaintiff, the Court permitted open tender to be invited without indicating the upset price. The conditions for the sale were also elaborately given.

7. This Court after examining the quotations received, and also after affording an opportunity to negotiate the prices offered, through physical hearing of the case, on 15.10.2020, had confirmed the sale of the vessel in favour of M/s. St. Antony's Traders, Importers and Exporters having office at Old No.4/28, New No. 4/161, C.G.E., Colony, Tuticoin – 628 003. The vessel was sold in 'as is where is' condition along with her hull, tackle, engine, machinery, spares, gear, apparel, paraphernalia, furniture, articles, things on board for a total consideration of Rs.38/- lakhs.

8. The learned Advocate Commissioner was bestowed with the authority to receive the said sum and deposit the same in an interest earning fixed deposit account. The Court directed that the apportionment of the sum towards the rival claims would be then decided.

9. It must also be mentioned that the plaintiff had two rival claimants. They had jointly filed application No. 7706 of 2019 under Order XLII Rule 11 of the Original Side Rules seeking to intervene in the suit. This application had been considered and permission was granted for the applicants therein to intervene in the suit by order dated 10.12.2019.

10. The applicants in A.No. 7706 of 2019 could be divided into two categories. Applicants/ intervenors 1 to 10 were crew members of the vessel M V SEA JAL ONE and they stood in the same position as that of the plaintiff claiming unpaid wages. The applicant No.11/ intervenor 11 M/s. Tangar Ship Management Pvt Ltd., Mumbai, was the Crew Recruitment Agency of the vessel to whom the plaintiff and other crew members had addressed reminders seeking payment of the outstanding wages. They sought to intervene in the application, as they claimed, that they had settled a sum of USD \$ 46,008.99 to the crew members since the

crew members had not been paid any wages by the owners of the vessel and they sought this amount to be reimbursed from the sale consideration.

11. There was also a claim from the Port Trust and in the order dated 15.10.2019, among other conditions, it was stated that the purchaser of the vessel will have to pay the Port charges and other statutory dues from the date of confirmation of sale till the date of actual removal of the vessel. This implied that the Port will have to be settled with their claims till the date of confirmation of sale.

12. Needless to point out, the expenses involved in the sale of the vessel and the claims of the surveyors would also have to be apportioned out of the sale consideration.

13. The points which have to be now decided with respect to apportionment of the sale consideration in the light of the above facts are whether the following categories of claimants are entitled to receive any sum from the sale consideration and if so the amount to be so apportioned towards their respective claims:-

“(1) The claim of the plaintiff in the suit;

(2) *The claim of the 1 to 10th intervenors/applicants in A.No. 7706 of 2019;*

(3) *The claim of the Port Trust authorities for their dues till the date of confirmation of sale; and*

(4) *The claim of the plaintiff towards expenses incurred after arrest of the Vessel and towards effecting sale of the vessel;*

(5) *The professional fees of the Surveyors;*

(6) *the remuneration payable to the Advocate Commissioner.*

(7) *The claim of the 11th intervenor/applicant in A.No. 7706 of 2019;”*

14. Mr.Bharat Bansode, Incharge-Crewing Operation of the 11th Intervenor/Applicant in A.No. 7706 of 2019 was examined as PW-1 and he filed Exs. P1 to P58. Ex. P-1 dated 20.10.2017 was the appointment letter of the plaintiff; Ex.P-7 dated 01.06.2016 was the agreement of the 11th intervenor with the defendant. Exs. P8 to P37 were the documents relating to the 1st to 10th Intervenor. Ex.P-53 dated 21.02.2019 was an e-mail from the defendant and Ex.P-58 was the bank details of the intervenors.

15. Heard arguments advanced by Mr. T.Mohan, learned counsel for

Mr. P.Muthusamy, learned counsel for the plaintiff, Mr.S.Vasudevan, learned counsel for the intervenors 1 to 11 / applicants in A.No. 7706 of 2019, Mr.Y.Sajith learned counsel for the Tuticorin Port Trust, Mr.K.Chandrasekaran, learned counsel for M/s. St. Antony's Traders, Importers and Exporters Pvt./ purchaser of the ship. The learned Advocate Commissioner Mr. K. Manoj Menon also assisted the Court.

16. The Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 confers Admiralty Jurisdiction of High Courts and also more specifically, under Clause 32 of the Letters Patent, the Madras High Court had been ordained to exercise Maritime Jurisdiction as a Court of Admiralty and also to exercise such jurisdiction for the trial and adjudication of maritime questions. Clause 32 of the Letters Patent is extracted below:-

“32. Civil. - And we do further ordain that the said High Court of Judicature at Madras shall have and exercise all such civil and maritime jurisdiction as may now be exercised by the said High Court as a Court of Admiralty or of Vice-Admiralty, and also such jurisdiction for the trial and adjudication of prize causes and

other maritime questions arising in India, as may now be exercised by the said High Court.”

17. Clause 33 relates to the Criminal Jurisdiction which can be exercised by the Madras High Court as a Court of Admiralty in connection with maritime matters.

18. Order XLII of the Original Side Rules of the Madras High Court, relates to the procedure and practice in cases brought before the High Court in the exercise of its Admiralty Jurisdiction.

19. Section 4 of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act 2017 relates to Maritime claims. Section 4(o) which had been relied on by both Mr.T.Mohan and Mr. S.Vasudevan is as follows:-

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“4. Maritime claim.—(1) *The High Court may exercise jurisdiction to hear and determine any question on a maritime claim, against any vessel, arising out of any—*

(a)

(b)

(o) *claim by a master or member of the crew of a vessel or their heirs and dependents for wages or any sum due out of wages or adjudged to be due which may be recoverable as wages or cost of repatriation or social insurance contribution payable on their behalf or any amount an employer is under an obligation to pay to a person as an employee, whether the obligation arose out of a contract of employment or by operation of a law (including operation of a law of any country) for the time being in force, and includes any claim arising under a manning and crew agreement relating to a vessel, notwithstanding anything contained in the provisions of sections 150 and 151 of the Merchant Shipping Act, 1958 (44 of 1958);*

(p)"

20. Section 9 of the said Act relates to the Inter se Priority on

Maritime claim. Section 9(1)(a) and (d) are extracted below:-

“9. Inter se priority on maritime lien.—(1)

Every maritime lien shall have the following order

of inter se priority, namely (a) claims for wages and other sums due to the master, officers and other members of the vessel's complement in respect of their employment on the vessel, including costs of repatriation and social insurance contributions payable on their behalf; (b); (c); (d) claims for port, canal, and other waterway dues and pilotage dues and any other statutory dues related to the vessel; (e)

21. Section 10 also deals with order of priority of Maritime claims.

Section 10 is as follows:-

“10. Order of priority of maritime claims.—(1)

The order of maritime claims determining the inter se priority in an admiralty proceeding shall be as follows:— (a) a claim on the vessel where there is a maritime lien; (b) registered mortgages and charges of same nature on the vessel; (c) all other claims. (2) The following principles shall apply in determining the priority of claims inter se— (a) if there are more claims than one in any single category of priority, they shall rank equally; (b) claims for various salvages shall rank in inverse order of time when the claims

thereto accrue.”

22. A perusal of the above provisions makes it clear that the plaintiff and the 1 to 10th intervenors/applicants in A.No. 7706 of 2019 stand on the same footing as they are crew members and they claim unpaid wages.

23. It would also be appropriate that the expenses incurred towards the sale of the vessel are also reimbursed to the plaintiff, who had so incurred the same.

24. A dispute had arisen with respect to settling the claim of the Port Trust and the claim of the 11th intervenor/applicant in A.No. 7706 of 2019.

25. It is the stand of Mr.S.Vasudevan that the Port Trust can claim their dues from the agents of the owner of the vessel and that this Court cannot partake their dues from and out of the sale consideration.

26. The learned counsel also pointed out the claim of the 11th intervenor/applicant in A.No. 7706 of 2019 and stated that as the Crew

Recruitment Agency, they had paid part wages to the crew members on behalf of the owners of the vessel and therefore, are entitled to be reimbursed with the said amount.

27. The claim of the Port is a Maritime Claim under Section 4(1)(n) of the Act. The provision is extracted below:-

“4.(1)(n) dues in connection with any port, harbour, canal, dock or light tolls, other tolls, waterway or any charges of similar kind chargeable under any law for the time being in force.”

28. The claim of the Port lies fourth in the order of priority under Section 9 of the Act. Section 9(1)(d) had been extracted supra in paragraph 20.

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29. The claim of the 11th intervenor / applicant in A.No. 7106 of 2019 is not a claim for payment of wages but a claim for reimbursement of amounts paid on behalf of the owners. The 11th intervenor/applicant in

A.No. 7706 of 2019 is a Crew Recruitment Agency appointed by the

owners of the vessel. The owners of the vessel are the defendant in the suit. It is purely a money claim as against the owners/defendant. It cannot be categorised as a Maritime claim. Section 4(1)(o) relates to claim by a “Master or member of the crew of a vessel” for any sum due towards wages and also “includes any claim under a manning and crew agreement relating to a vessel”. This claim arising under a “manning and crew agreement” should be payable to a Master or a member of the crew of the vessel. It does not take into its fold or ambit the reimbursement of wages paid by a Crew Recruitment Agency. A Crew Recruitment Agency is appointed under an agreement with the owner of the vessel. If the Crew Recruitment Agency had made any payment for and on behalf of the owner, then they can raise a claim as against the owner of the vessel in accordance with the agreement appointing them as an agent of the owner. They cannot claim this amount as a Maritime claim against the vessel. They are neither a Master of the vessel nor a member of a crew. They recruit crew and in this case, they have recruited the plaintiff and the 1st to 10th intervenors/applicants in A.No. 7706 of 2019. It is for that purpose that the plaintiff and the said crew members issued notices calling upon the 11th intervenor/applicant in A.No. 7706 of 2019 seeking payment of outstanding wages. The agent steps into the shoes of the Principal and is

equally liable for the outstanding wages. The remedy of the agent lies in taking appropriate action against the Principal.

30. Section 226 of the Indian Contract Act, 1872 is as follows:-

“226. Enforcement and consequences of agent’s contracts.—Contracts entered into through an agent, and obligations arising from acts done by an agent, may be enforced in the same manner, and will have the same legal consequences as if the contracts had been entered into the acts done by the principal in person. —Contracts entered into through an agent, and obligations arising from acts done by an agent, may be enforced in the same manner, and will have the same legal consequences as if the contracts had been entered into the acts done by the principal in person. ”

31. A Maritime claim has been specifically defined under Section 4 of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act 2017. The dispute of a Crew Recruitment Agency with its Principal/owners of the vessel has not been categorised as a Maritime claim. The 11th intervenor/applicant in A.No. 7706 of 2019 can seek their remedy only from the Principal/owners of the vessel. On the other hand, the crew

members can claim their outstanding wages from the 11th intervenor/applicant in A.No. 7706 of 2019. It is on the basis of the such claim that part of the outstanding wages had been paid by the 11th intervenor/applicant in A.No. 7706 of 2019.

32. In Ex.P-7, the agreement between the 11th intervenor/applicant in A.No. 7706 of 2019 and the owners of the vessel, it had been provided in clause (b) relating to the Responsibilities of the Ship Owner/Employer, that the agent shall be reimbursed for all agreed expenses of whatsoever kind.

33. In cases of disputes, it had been provided that the disputes shall be referred to arbitration in India and settled in accordance with the laws of India.

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34. The law provides that certain categories of claims are Maritime claims and had provided interse priority among such claims. The claim of the 11th intervenor /applicant in A.No. 7706 of 2019 cannot be treated as a

Maritime claim and therefore, even though it is deeply appreciated that

they had, in discharge of their obligation as Crew Recruitment Agency, had come forward to tender evidence, the Court can only express its deep appreciation for their noble act, but can go no further.

35. I therefore hold that the 11th intervenor/applicant in A.No. 7706 of 2019 cannot claim any share from the sale proceeds as a right, but however, can be paid any amount out of the sale proceeds only after settling the other claimants listed above and if any further amount is due and receivable by them from the owners, they will have to take independent and separate legal proceedings as agreed by them in their agreement with the owners of the vessel.

36. With respect to the claim of the Port Trust, it has been provided under Section 4 that it is a Maritime claim and the priority is also fixed under Section 9. The claim of the Port Trust can therefore be paid from and out of the sale proceeds of the vessel. A further objection had been raised

by Mr.S.Vasudevan with respect to the payment of the claim laid by the Port Trust by placing reliance on the Rules which have been notified in the Tamil Nadu Government Gazettee on 30.09.2020 with respect to the Rules for Regulating the Procedure and Practice in Cases dealt in Exercise of Admiralty Jurisdiction. Under Rule 12, it had been provided that a person intervening in terms of Rule 11 shall pay advalorem Court fees for such intervention. It was pointed out by Mr.S.Vasudevan that A.No. 7706 of 2019 had been filed on 14.10.2019 even before the new Rules had been notified and therefore, the applicants in the said application need not pay any Court fees but the Port Trust should pay necessary Court fees. However, the Rule 12(b) also provide for grant of exemption. I hold that the Port Trust being an authority under the control of the Government may be exempted from payment of Court Fees as their claim is a claim for statutory dues for providing docking facility to the vessel, towards berth hire charges. I further hold that this exemption is granted only because the Tuticorin Port Trust is controlled by the Government. Had it been a Port under the management of a Private organisation, this exemption would certainly not have been granted.

37. It is also to be mentioned that on the date when arguments were advanced, namely, 23.11.2020, it had been mutually agreed that the exchange rate on that date, namely, Rs.74.14 per USD could be adopted for converting the claims raised in U.S. Dollars to equivalent India Rupees.

38. Accordingly, the claim of the respective parties are adjudicated and the suit is decreed as follows:-

(i) Claim of the plaintiff (restricted to claim for unpaid wages)	
USD \$ 7333 x Rs.74.14	= Rs. 5,43,668.62
(ii) Claim of the 1 st to 10 th Intervenor/applicants in A.No. 7706/2019:	
(a) Mr.A.Ramesh Kumar	Rs.250 x 74.14 = Rs. 18,535.00
(b) Mr.Gautam Behera	Rs.292 x 74.14= Rs. 21,648.88
(c) Mr.Mohammad Ajmal	Rs.6,850x 74.14= Rs.5,07,859.00
(d) Mr.Lalan Kumar Yadav	Rs.350 x 74.14= Rs. 25,949.00
(e) Mr.Yogesh Kumar	Rs.1,437x 74.14= Rs.1,06,539.18
(f) Mr.Jitendra Kumar	Rs.1,300 x 74.14= Rs. 96,382.00
(g) Mr.Pushpendra Kumar	Rs. 374x 74.14= Rs. 27,728.36
(h) Mr.Abhishek Mulchand Tiwari	Rs.700 x 74.14= Rs. 51,898.00
(i) Mr. Kamaljeet Singh	Rs.2,820x 74.14= Rs.2,09,074.80
(j) Mr. Mukesh Sharma	No claim = -
	Rs. 10,65,614.22
(iii) Claim of Port Trust	= Rs.7,07,713.58
(iv) Claim of plaintiff towards expenses from the date of arrest till date of sale:	
(a) Transport Expenses incurred towards serving of notice to VoC Port in Chennai and Tuticorin	=Rs. 30,000.00
(b) Paper publication	=Rs. 40,950.00
(c) To & Fro Transportation Air Travel	=Rs. 10,000.00
(d) Boarding & Lodging	=Rs. 5,000.00
(v) Local transportation at Chennai & Tuticorin	=Rs. 5,000.00
	Rs. 90,950.00
(v) Professional fees of the Surveyors	=Rs. 65,034.00
Grand Total	=Rs. 24,72,980.42

Total sale consideration available is Rs.38,00,000/-.

39. The amount available after deducting the above claims is Rs.13,27,019.58.

40. This amount is granted to the 11th intervenor/applicant in A.No. 7706 of 2019. If any interest had accrued on the fixed deposit of Rs.38,00,000/-, then the same may also be paid to the 11th intervenor/applicant in A.No. 7706 of 2019. The 11th intervenor/applicant in A.No. 7706 of 2019 is at liberty to proceed further, if so advised and if deemed appropriate, against the owners of the vessel for any further claim in accordance with the terms of the agreement between them.

41. The learned Advocate Commissioner may disburse the above amounts from and out of the sale consideration directly to the bank accounts which have been provided in Ex.P-58 to the intervenors and also the plaintiff/counsel for plaintiff and the Port Trust. The Advocate Commissioner on verification, may pay the amount due to the Surveyor either directly to the Surveyor or to the plaintiff/counsel for plaintiff.

42. In the result,

(i) the plaintiff is held eligible for a claim of USD 7333 and equivalent to Rs.5,43,668.62 at Rs.74.14 USD;

(ii) The sale proceedings from the vessel MV SEAJAL ONE is apportioned; and

43. The claim of the plaintiff and the intervenors are adjudicated and the suit is decreed as stated above. Consequently, connected Applications are closed. No order as to costs.

44. A word, nay, a sentence of appreciation for the service rendered by the learned Advocate Commissioner, Mr.K.Manoj Menon would be in order. He had filed nine reports bringing to the notice of the Court, the steps taken in effecting sale of the Vessel. He was very truly an Officer of the Court. He declined to receive any remuneration. This order was actually held up for a day while I pondered over this stance, but finally I decided to respect his adherence to his Code of Ethics. The Court can only say '*gracias*'.

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4.12.2020

Index: Yes/No

Web: Yes/No

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Speaking/Non Speaking Order

1. List of Witnesses Examined on the side of the Plaintiff:-

1. P.W.1 – Mr.Bharat Bansode (11th intervenor)

2. List of Exhibits Marked on the side of the Plaintiff:-

1. Ex.P1 = the copy of the appointment letter/contract of employment of the plaintiff with the 11th intervenor dated 20.10.2027;

2. Ex.P2 = the copy of the Passport of Mr.Dhanapal Mathivanan (Plaintiff);

3. Ex.P3 = the copy of the CDC of Mr.Dhanapal Mathivanan;

4. Ex.P4 = the copy of the e-mail from plaintiff to owners of the defendant Vessel MV SEA JAL ONE dated 11.09.2018;

5. Ex.P5 = the copy of the Mail from plaintiff to owners of the defendant vessel MV SEA JAL ONE dated 18.09.2018;

6. Ex.P6 = the copy of the legal notice from plaintiff to owners of the defendant vessel dated 04.10.2018;

7. Ex.P7 = the certified copy of the Manning Agreement of 11th intervenor with the owners of the defendant vessel MV SEA JAL ONE dated 01.06.2016;

8. Ex.P8 = the original contract of employment of Mr.A.Ramesh Kumar the first intervenor dated 23.06.2017;

9. Ex.P9 = the copy of the Passport of Mr.A.Ramesh Kumar, the first intervenor;

10.Ex.P10 = the copy of the CDC of Mr.A.Ramesh Kumar, the first intervenor;

- 11.Ex.P11= the original contract of employment of Mr.Gautam Behera, the second intervenor dated 06.07.2017;
- 12.Ex.P12 = the copy of the Passport of Mr.Gautam Behera, the second intervenor;
- 13.Ex.P13 = the copy of CDC of Mr. Gautam Behera, the second intervenor;
- 14.Ex.P14 = the original contract of Employment of Mr.Mohammad Ajmal, the third intervenor dated 01.04.2014;
- 15.Ex.P15= the copy of the Passport Mr.Mohammad Ajmal, the third intervenor;
- 16.Ex.P16 = the copy of the CDC Mr.Mohammad Ajmal, the third intervenor;
- 17.Ex.P17 = the copy of the original contract of employment of Mr.Lalan Kumar Yadav, the fourth intervenor dated 04.08.2017;
- 18.Ex.P18 = the copy of the passport of Mr.Lalan Kumar Yadav, the fourth intervenor;
- 19.Ex.P19 = the copy of the CDC of Mr.Lalan Kumar Yadav, the fourth intervenor;
- 20.Ex.P20 = the original contract of employment of Mr.Yogesh Kumar, the fifth intervenor dated 30.10.2017;
- 21.Ex.P21 = the copy of the Passport of Mr.Yogesh Kumar, the fifth intervenor;
- 22.Ex.P22 = the copy of the CDC of Mr.Yogesh Kumar, the fifth intervenor;

23.Ex.P23= the original contract of employment of Mr.Jitendra Kumar, the sixth intervenor dated 02.02.2018;

24.Ex.P24 = the copy of the Passport of Mr.Jitendra Kumar, the sixth intervenor;

25.Ex.P25 = the copy of the CDC of Mr.Jitendra Kumar, the sixth intervenor (copy);

26.Ex.P26 = the original contract of Employment of Mr.Pushpendra Kumar, the 7th Intervenor;

27.Ex.P27 = the Passport of Mr.Pushpendra Kumar, the 7th Intervenor;

28.Ex.P28 = the copy of CDC of Mr.Pushpendra Kumar, the 7th Intervenor;

29.Ex.P29 = the original contract of employment of Mr.Abhishek Mulchand Tiwari, the 8th Intervenor;

30.Ex.P30 = the copy of Passport of Mr.Abhishek Mulchand Tiwari, the 8th Intervenor;

31.Ex.P31 = the copy of CDC of Mr.Abhishek Mulchad Tiwari, the 8th Intervenor;

32.Ex.P32 = the original contract of employment of Mr.Kamaljit Singh, the 9th intervenor;

33.Ex.P33 = the copy of the Passport of Mr.Kamaljit Singh, the 9th Intervenor;

34.Ex.P34 = the copy of the CDC of Mr.Kamaljit Singh, the 9th Intervenor;

35.Ex.P35 = the Original Contract of the Employment of

Mr.Mukesh Sharma, the 10th Intervenor, dated 27.3.2018;

36.Ex.P36 = the copy of the Passport of Mr.Mukesh Sharma, the 10th Intervenor;

37.Ex.P37 = the copy of the CDC of Mukesh Sharma, the 10th Intervenor;

38.Ex.P38 = the Original Authority letter of Mr.A.Ramesh Kumar, the 1st Intervenor dated 06.03.2019;

39.Ex.P39 = the Original Authority letter of Mr.Gautam Behera, the second Intervenor, dated 05.03.2019;

40.Ex.P40 = the Original Authority letter of Mr.Mohammed Ajmal, the third intervenor, dated 05.03.2019;

41.Ex.P41 = the Original Authority letter of Mr.Lalan Kumar Yadav, the fourth Intervenor;

42.Ex.P42 = the Original Authority letter of Yogesh Kumar, the 5th Intervenor, dated 05.03.2019;

43.Ex.P43 = the Original Authority letter of Mr.Jitendra Kumar, the 6th Intervenor, dated 26.03.2019;

44.Ex.P44 = the original authority letter of Mr.Pushpendra Kumar, the 7th Intervenor dated 5.3.2019;

45.Ex.P45 = the Original Authority letter of Mr.Abhishek Mulchand Tiwari, the 8th Intervenor, dated 5.3.2019;

46.Ex.P46 = the Original Authority letter of Mr.Kamaljeet Singh, the 9th Intervenor, dated 8.03.2019;

47.Ex.P47 = the Original Authority letter of Mr.Mukesh Sharma, the 10th Intervenor, dated 6.3.2019;

- 48.Ex.P48 = the copy of the email of the termination notice sent by the 11th Intervenor, to the owners of the defendant vessel due to outstanding payment, dated 21.8.2018;
- 49.Ex.P49 = the photocopy of the email for the demand to make payment to all the crew after receiving legal notice from plaintiff by email sent by the 11th intervenor to the owners of the defendant vessel, dated 9.11.2018;
- 50.Ex.P50 = the copy of the email from the 11th intervenor to the owners of the defendant vessel demanding payment, dated 20.11.2018;
- 51.Ex.P51 = the copy of the email from the 11th intervenor to the owners of the defendant vessel requesting to initiate legal proceedings, dated 16.2.2019;
- 52.Ex.P52 = the copy of the internal email within the officials of the 11th Intervenor to proceed legal and sign Power of Attorney, dated 16.2.2019;
- 53.Ex.P53 = the copy of the email from the owners of the defendant vessel to the 11th Intervenor requesting to hold the legal proceedings for few days, dated 21.2.2019;
- 54.Ex.P54 = the copy of the email from the 11th Intervenor to the owners of the defendant vessel demanding for wages due, dated 28.2.2019;
- 55.Ex.P55 = the copy of the email of the intimation from the 11th Intervenor to the owners of the defendant vessel about initiating legal proceedings in Court, dated 18.3.2019;

56.Ex.P56= the certified statement of account;

57.Ex.P57 = the original board resolution, dated 5.11.2020;

C.V.KARTHIKEYAN, J.

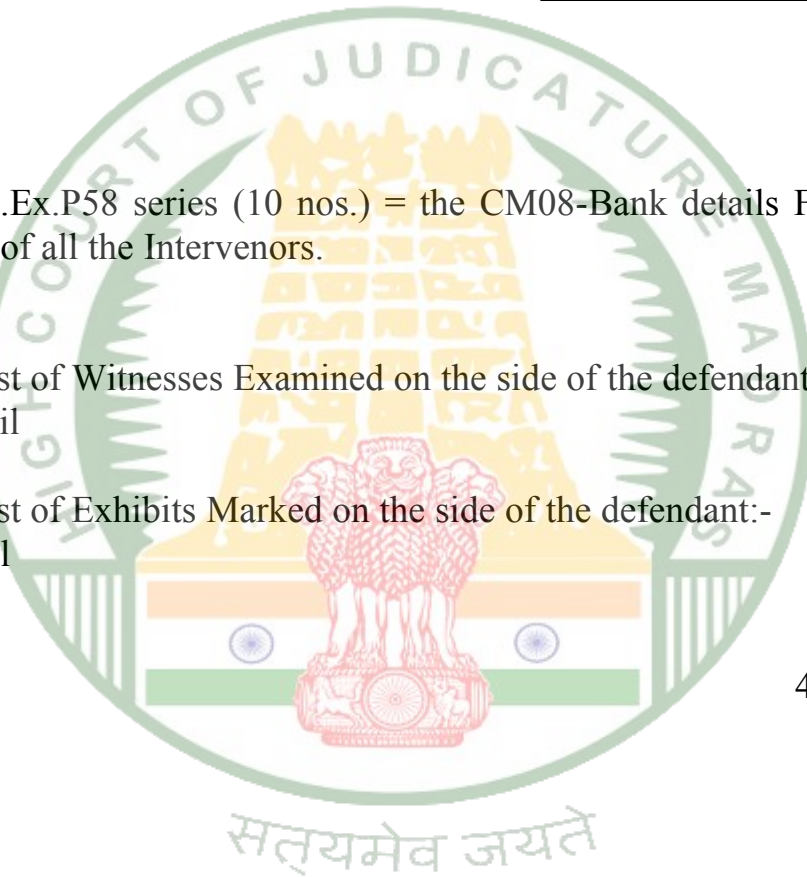
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58.Ex.P58 series (10 nos.) = the CM08-Bank details Form of all the Intervenors.

3. List of Witnesses Examined on the side of the defendant:-
Nil
4. List of Exhibits Marked on the side of the defendant:-
Nil

4.12.2020

vsg



Pre-Delivery Judgement in

WEB COPY

C.S.No.210 of 2019