

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ADMIRALTY AND VICE ADMIRALTY JURISDICTION
IN ITS COMMERCIAL DIVISION

COMMERCIAL ADMIRALTY SUIT NO. 4 OF 2024

ARUNAVA RAHA AND ANOTHER)...PLAINTIFFS

V/s.

SALE PROCEEDS OF THE VESSEL M V TAG 7)
IMO NO.9379002)...DEFENDANT

WITH
INTERIM APPLICATION (L) NO. 25404 OF 2024
IN
COMMERCIAL ADMIRALTY SUIT NO. 4 OF 2024

Mr.Ram Jay Narayan, Advocate for the Applicants / Plaintiffs.
Mr.Prathamesh Kamat, Advocate, appointed as Amicus curiae by Court
assisted by Mr.Kayush Zaiwalla.

CORAM : ABHAY AHUJA, J.

DATE : 20th JUNE 2025

PC. :

1. When the matter is called out, Mr.Prathamesh Kamat, learned Counsel appears and submits that by order dated 7th March 2025 this Court had appointed him as Amicus Curiae to address the Court on the issue whether the claims filed by the Plaintiffs were within limitation.

2. Mr.Kamat, learned Amicus tenders across the bar a note of submissions submitting that the Suit as well as the maritime lien of the Plaintiffs is not barred by limitation.

3. The Plaintiffs had filed this Suit on 27th March 2023 seeking a decree towards Plaintiffs' outstanding wages for the services provided on board the vessel M V Tag 7 IMO NO.9379002 (the "Defendant Vessel") now represented by the sale proceeds lying deposited with the Prothonotary & Senior Master. The Defendant Vessel was arrested in Commercial Admiralty Suit (Lodging) No.8785 of 2020 pursuant to order dated 30th July 2020 and on 21st June 2021 the Defendant Vessel was sold and the sale proceeds deposited as noted above.

4. The Plaintiffs have claimed that the wages are maritime claim and maritime lien as per Section 4(1)(o), 4(1)(w) and Section 9 of the Admiralty (Jurisdiction and Settlement of Claims) Act, 2017 (the "Admiralty Act"). Mr.Kamat learned Amicus has submitted that the maritime liens means maritime claim. That, every maritime lien has to be a maritime claim but not vice versa. That, maritime claims encapsulate a wider array of claims whilst on the other hand liens are only limited to those claims as mentioned under Section 9 of the Admiralty Act. That, a maritime lien continues to exist and attach itself to the Vessel and continues to exist regardless of change of ownership. A change of ownership of the Vessel does not defeat a lien, however, the same is not the case of a maritime claim.

5. Mr.Kamat has submitted that a maritime lien will expire only upon completion of one year as per Section 9(2) of the Admiralty Act. However, since the Plaintiffs are crew members, who were employed on board the Defendant Vessel, the proviso states that in case of a crew claim under Section 9(1)(a) the period of expiry shall be two years. Section 9(2) is usefully quoted as under :

“(2) The maritime lien specified in sub-section (1) shall continue to exist on the vessel notwithstanding any change of ownership or of registration or of flag and shall be extinguished after expiry of a period of one year unless, prior to the expiry of such period, the vessel has been arrested or seized and such arrest or seizure has led to a forced sale by the High Court :
Provided that for a claim under clause (a) of sub-section (1) the period shall be two years from the date on which the wage, sum, cost of repatriation or social insurance contribution, falls due or becomes payable.”

(emphasis supplied)

6. However, as noted above, the Defendant Vessel had been arrested by an order of 30th July 2020. Therefore, in accordance with Section 9(2) of the Act, the Defendant Vessel which was arrested and then forced sold and since the arrest of the Vessel was within the period of two years from the date of discharge of the Plaintiffs, the lien will not be extinguished.

7. Mr.Kamat has submitted that as regards the Plaintiffs the lien as well as the claim is within limitation. The following two tables are clearly suggestive of the same :

Plaintiff No.1 :

Dates of consideration :

Date of filing of Suit- 27th March, 2023

Signed On- 24th August, 2018

Signed-Off Date- 25th January, 2019

Claim outstanding- 26th January, 2019

Expiry Period - 26th January, 2021 (2 years)

Date o Arrest - 30th July, 2020

Plaintiff No.1	Sign-Off Date	Date of Arrest	Period of Limitation	No. of Days Pending
Arunava Raha	26 th January 2019	30 th July 2020	730 Days (2 years)	178 Days (730-552)

Suit of Plaintiff no.1 is within limitation :

Plaintiff No.1	Date of Filing of Suit	Sign-Off Date	Claim Outstanding From	Period of Limitation	No. of Days Pending
Arunava Raha	27 th March 2023	26 th January 2019	26 th January 2019	1095 Days (3 years)	290 Days

Calculation :

26th January 2019 to 15th March 2020 = 415 Days

1st March 2022 to 27th March 2023 = 390 days

Therefore 1095 – (415+390) = 290 days.

Hence from the above, it is clear that the Plaintiff no.1's claim/lien as well as the Suit is well within the Period of Limitation.

Plaintiff No.2 :

Dates of consideration :

Date of filing of Suit - 27th March 2023

Signed On - 4th September 2018

Signed-Off Date - 7th February 2019

Claim outstanding - 8th February 2019

Expiry Period - 8th February 2021 (2 years)

Date of Arrest - 30th July 2020

Plaintiff No.2	Sign-Off Date	Date of Arrest	Period of Limitation	No. of Days Pending
Yakkal Murali	7 th February 2019	30 th July 2020	730 Days (2 years)	191 Days (730-539)

Suit of Plaintiff no.2 is within limitation :

Plaintiff No.2	Date of Filing of Suit	Sign-Off Date	Claim Outstanding From	Period of Limitation	No. of Days Pending
Yakkal Murali	27 th March 2023	7 th February 2019	7 th February 2019	1095 Days (3 years)	302 Days

Calculation :

7th February 2019 to 15th March 2020 = 402 Days

1st March 2022 to 27th March 2023 = 391 days

Therefore $1095 - (402 + 391) = 302$ days.

Hence from the above, it is clear that the Plaintiff no.2's claim/lien as well as the Suit is well within the Period of Limitation.

8. Considering the aforesaid elucidation, I am of the view that having a period of 178 days for a lien to expire and a period of 290 days for the Suit to expire, the claim of the Plaintiff no.1 is well within the period of limitation. Also, having a period of 191 days for a lien to expire and a period of 302 days for the Suit to expire, the claim of the Plaintiff no.2 is well within the period of limitation.

9. Accordingly, the Suit as well as the maritime lien, in my view, is not barred by limitation.

10. However, as noted above, considering that the Suit has been filed by two Plaintiffs claiming dues of their outstanding wages out of the sale proceeds of the Defendant Vessel based upon their employment agreement / contract at various dates with the Defendant, this Court is of the view that a Court Commissioner be appointed to verify the same.

11. Accordingly, this Court appoints Mr.Deepak Bhalerao, learned Court Associate as Commissioner to verify the following documents in respect of both the Plaintiffs and submit his report by 25th July 2025 :

- (i) Original agreement / contracts, passports extracts duly certified by Advocate for Plaintiff / Notarized, respective extracts

of Seaman's book and Wage statement in respect of crew members with their claims in the Suit with so far originals of which are available.

(ii) Power of attorney in originals, if any, issued by Plaintiffs to lodge or receive such claims on behalf of the Plaintiffs.

(iii) Commissioner shall verify the particulars and submit the report by 25th July 2025.

12. List on **25th July 2025**.

13. This Court appreciates the assistance of Mr.Kamat, learned Amicus curiae.

(ABHAY AHUJA, J.)