

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

COMMERCIAL ADMIRALTY SUIT NO. 36 OF 2024

James Joseph

**Son of Mariadas Joseph, aged 60 years,
Residing at 4B, Mountfort Apartments,
St. Joseph Junction, Near Collectorate's Office,
Kottayam, Kerala-686001.**

Email: Jamesjosephkalarickal@gmail.com

Phone: 9447725737

...Plaintiff

V/s.

**Sale Proceeds of MV Tag Mavya IMO 8819081,
Presently lying with the Prothonotary and Senior
Master of the Bombay High Court.**

...Defendant

**Mr. Ranit Basu with Ms. Maitri Malde, Mr. Dua Shaikh and Ms.
Harshada Nirmal for the Plaintiff.**

None for the Defendant.

**CORAM : ABHAY AHUJA, J.
DATE : 26th SEPTEMBER, 2025**

ORAL JUDGMENT. :

1. On 22nd August, 2025, Mr. Basu, learned Counsel appearing for the Plaintiff had concluded his final arguments in the Suit.

2. Today the matter is listed for passing orders. Accordingly, this Court proceeds to pass the order in the matter.

3. The Plaintiff's case is that he was serving as a Master of a vessel being MV Tag Navya bearing IMO No. 8819081 (the "Vessel") and has filed the Suit for unpaid wages from October, 2018 to January, 2019 of Rs. 16,36,200 along with interest @ 18% per annum under section 9(1)(a) and 10(1)(a) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 (the "Admiralty Act").

4. The vessel was arrested and auctioned by an order of this Court and the sale proceeds of the Vessel are lying in this Court and accordingly, the Suit has been filed by the Plaintiff against the sale proceeds.

5. Although not necessary, the writ of summons has been served upon the Defendant on 15th January 2025. Obviously, since the Suit is against the sale proceeds of the vessel, there is no written statement filed in this suit and the suit has proceeded undefended against the Defendant.

6. The Plaintiff has submitted that the ship owner Company had paid wages for the period of 8th June 2018 to 30th September 2018, however, wages for the period of October 2018 to January 2019

amounting to Rs. 16,36,200 (Rupees Sixteen Lakhs Thirty Six Thousand Two Hundred) remained unpaid.

7. Being aggrieved by the delay in payment of wages, the Plaintiff followed up with the company, for disbursement of the outstanding wages. That despite repeated follow ups, the Company failed to pay the outstanding wages.

8. It is submitted that Plaintiff thereafter approached the Shipping Master under Section 132(1)(a) of the Merchant Shipping Act, 1958 for non-payment of his wages. The Shipping Master passed an order on 11th April 2019, recording that since the claim is exceeding the pecuniary jurisdiction of the Shipping Master under Section 132(1)(a), Plaintiff's representation for non-payment of wages cannot be acceded to.

9. It has been submitted that, in the meanwhile, one R H Petroleum Pvt Ltd filed a Company Petition bearing no. 54 of 2019 against Tag Offshore Limited under Section 9 of the Insolvency and Bankruptcy Code, 2016 (the "Code") before the National Company Law Tribunal Mumbai Bench, (the "NCLT") was admitted by the NCLT on 24th April

2019 and the Corporate Insolvency Resolution Process commenced. Thereafter, on 26th September 2019, the NCLT ordered liquidation of the Company under Section 33 of the Code and appointed the liquidator of the Company.

10. That the liquidator issued a public announcement calling upon the creditors of Tag Offshore Limited to submit proof of their claims on or before 16th October 2019. The Plaintiff submitted his claim on 16th October 2019 but the same came to be rejected.

11. That the vessel was arrested pursuant to an Order dated 20th January 2020 in Commercial Admiralty Suit No. 85 of 2021 and by an order dated 22nd May 2020 the Vessel was sold. By a subsequent order dated 20th August 2020, Talent Mile Ltd was identified as the successful purchaser of the vessel. The Prothonotary and Senior Master of the Bombay High Court received Rs.14,00,59,238/- (Rupees Fourteen Crores Fifty Nine Thousand Two Hundred and Thirty Eight Only) as sale proceeds.

12. This Court vide its order dated 18th December 2020 in Interim Application (L) No. 8364 of 2020 in Commercial Admiralty Suit No. 85

of 2021 had directed the Sheriff of Mumbai to publish a notice under Rule 1088 of the Bombay High Court (Original Side) Rules 1980 inviting claims against the vessel or sale proceeds of the Vessel. The said notice was published on 22nd December 2020 (P-1/7), calling upon persons to lodge claims within 90 (Ninety Days) from the date of publication of the said notice. On 18th January 2021, the Plaintiff filed an affidavit of proof of debt in the said matter pursuant to notice dated 22nd December 2020, published by Sheriff's office.

13. Although this Plaintiff did not file an Interim Application, the Plaintiff made a representation along with other crew members at the time of hearing and the same has been recorded in the Order dated 22nd November 2022. By the said order, the Court has determined the priorities of the claimants and the Plaintiff's claim has been identified as having first priority under Section 10(1)(a) read with Section 9 (1) (a) under the Admiralty Act with a note that the Plaintiff has not filed a Suit/Proceeding.

14. The Plaintiff instituted this Suit on 18th April 2023. By an order dated 9th May 2024, this Court (R.I Chagla, J.) has condoned the delay of 756 days in filing the suit.

15. Mr. Basu, learned Counsel for the Plaintiff, would submit that the Company has availed services of the Plaintiff and has never raised any dispute regarding his performance or efficiency and therefore, the Plaintiff is entitled to claim the outstanding wages. Mr. Basu would submit that the wages of the Plaintiff are maritime lien over the sale proceeds of the vessel as per Section 9(1)(a) of the Admiralty Act and the Plaintiff is entitled to proceed against the sale proceeds of the vessel.

16. I have heard Mr. Ranit Basu, learned Counsel appearing for the Plaintiff and considered his submissions.

17. The Plaintiff has in support of his claim filed evidence of six documents, the following documents have been admitted and marked as Exhibits on 10th and 11th July, 2025:

Sr No.	Particulars	Exhibit
1.	Original Articles of Agreement for Employment of Seafarers dated 08.06.2018	P-1/2
2.	Original Seafarers Employment Agreement dated 08.06.2018	P-1/3
3.	Original Time Sheet dated 09.01.2019	P-1/4
4.	Original Letter dated 10.01.2019	P-1/5
5.	Original Continuous Discharge	P-1/6

	Certificate (CDC) cum seafarer's identity document	
6.	Photocopy of notice along with the typed copy/english translation	P-1/7

18. The Plaintiff, Mr James Joseph during his examination in Chief on 10th July 2025 shown his Affidavit in lieu of examination-in-chief dated 21st March 2025 under Order XVIII Rule 4 of the Code of Civil Procedure, 1908 and also the compilation of documents and he has on oath in his Examination-in-Chief on the said date deposed that he has affirmed and verified the affidavit by signing at the foot of the affidavit and has also identified his signature on the said affidavit and stated that he has produced the compilation of documents comprising of the aforesaid six documents and also deposed to the truth and contents of the said affidavit with respect to his evidence which contains the aforesaid six documents. Accordingly, the said Affidavit in lieu of examination-in-chief was marked as Exhibit P-1/1.

19. The Plaintiff was appointed in the capacity of a 'Master' by the owner of the Vessel viz. by Tag Offshore Limited (the "Company"). The Plaintiff and the Company entered into Articles of Agreement for employment of Seafarers on 8th June 2018 (P-1/2) contains the details of the ship owner company, ship, details of employment. The document

highlights the signed on ashore and signed on ship date of the Plaintiff which is 8th June 2018 and the Signed off from ship and signed off ashore date of the Plaintiff which is 9th January 2019 and 10th January 2019 respectively. The said document also contains the signatures of the shipowner agent and the Master. It is signed by the Plaintiff, Mr. Arjun Singh i.e. the then Master of the Vessel who was signing off and the Company through its authorized representative. On the date of signing off from the vessel i.e. 9th January, 2019, it was again signed by the Plaintiff, the Company through its authorized representative, and Mr. Arjun Singh who was signing on as the Master of the Vessel. It also bears the stamp of the Company. It provides for a term of employment as 2 (two) months, which was extended mutually by the Company and Plaintiff.

20. On the same date viz. on 8th June 2018 itself, the Company provided Seafarer employment Agreement to the Plaintiff, which was signed by the Plaintiff and the Company through its authorized representative and also bears the stamp of the Company (P-1/3) which contains the details of the nature of engagement of the Plaintiff and the Emoluments Plaintiff was to receive. The said terms clearly set out that the Plaintiff was entitled to Rs.5,40,000/- Per Month.

21. The Original Time Sheet (P-1/4) indicates that the Plaintiff served on the said vessel from 8th June 2018 to 9th January 2019 i.e. for a period of 216 days. On the date of signing off, the Plaintiff was issued the said time sheet recording the duration of the Plaintiff's service as Master of the Vessel. The said sheet also lists the number of days served in a particular month and is signed by another crew member Shri Arjun Singh, the successor of the Plaintiff.

22. On 10 January 2019, the Company issued a letter (P-1/5) to the Mercantile Marine Department certifying that the Plaintiff has served the Company and sailed as a Master on its vessel. The service period of 8 June 2018 to 9 January 2019 is clearly reflected in the said letter. It bears the stamp of the Company, signature of the authorised signatory of the company i.e. Baldev Singh Saddal and the signature of the Plaintiff. The Company has certified that the Plaintiff has worked with the Company and sailed as Master on the Defendant Vessel from 9th December, 2016 to 9th January, 2019.

23. The Continuous Discharge Certificate cum see Seafarer's identity document (P-1/6) issued by the Government of India under the Merchant Shipping (Continuous Discharge Certificate cum Seafarer's

identity document) Rules, 2001 records the Plaintiff's service as Master on the Vessel, sign on date as 8th of June 2018 and sign off date as 9 January 2019.

24. The aforesaid clearly proves the fact that the Plaintiff has served on the said vessel from 8th June 2018 to 9th January 2019 i.e. for a period of 216 days and has not been paid for the said period. There is neither any contrary material nor any contest to the evidence filed by the Plaintiff that has come to my notice to contest the Plaintiff's claim.

25. The Plaintiff's claim for the outstanding wages is maritime lien as per Section 9 (1) (a) of the Admiralty Act and has priority as crew wages under Section 10(1)(a) of the Admiralty Act. The Order dated 22nd November 2022, has determined the priority of the Plaintiff as first and has also kept aside Rs. 5 Crores of the total sale proceeds credited to satisfy the decrees which may be eventually be passed in favour of the crew members and the Port authority.

26. Since despite an opportunity granted to Mr Basu, Learned Counsel for the Plaintiff, no material has been brought before me to demonstrate that the unpaid wages would be liable for interest at the

rate of 18% per annum, I am inclined to grant interest at the rate of 6% per annum (which is the prevailing bank rate) from the date on which the Plaintiff filed Affidavit of proof of debt viz. from 18th January 2021 till payment and/or realisation.

27. On the basis of the findings above, I hold that the Plaintiff is entitled to recover its claim for unpaid wages of Rs. 16,36,200 along with interest @ 6% per annum from 18th January 2021 till payment and/or realization.

28. Accordingly, this Court directs that the Defendant to pay to the Plaintiff a sum of Rs.16,36,200 (Rupees Sixteen Lakhs Thirty Six Thousand Two Hundred) together with further interest thereon on the principal amount at 6% per annum from 18th January, 2021 until payment and poundage as may be determined subsequently from the sale proceeds of the vessel MV Tag Navya presently lying with the Prothonotary and Senior Master of Bombay High Court.

29. Suit is accordingly decreed as above. Considering that this is a wage claim due since more than five years, in the interest of justice, drawn up decree is dispensed with.

30. Further, in view of order dated 22nd November 2022, in the Interim Application (L) No. 25181 of 2022 deciding that the Plaintiff has first priority under Section 10(1)(a) read with Section 9(1)(a) under the Admiralty Act, 2017, payout to be made to the Plaintiff within a period of one month.

(ABHAY AHUJA, J.)

Digitally
signed by
NIKITA
YOGESH
GADGIL
Date:
2025.09.29
19:33:40
+0530