

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

INTERIM APPLICATION NO. 4094 OF 2025
IN
COMMERCIAL ADMIRALTY SUIT NO. 51 OF 2022

ARUN KUMAR PUNCHAKKARA KOROTHAN)
AND OTHERS)...APPLICANTS

IN THE MATTER BETWEEN

ARUN KUMAR PUNCHAKKARA KOROTHAN)
AND OTHERS)...PLAINTIFFS

V/s.

SALES PROCEEDS OF MV KAMRUP)
IMO NO. 8218108 AND ANOTHER)...DEFENDANTS

Ms. Sutapa Saha Advocate for the Applicants / Plaintiffs.

CORAM : ABHAY AHUJA, J.

DATE : 19th DECEMBER 2025

PC. :

1. This summary judgment application has been filed under Order XIII-A of the Code of Civil Procedure, 1908 ("CPC") by the Plaintiffs submitting that since the claim is against the sale proceeds of the Vessel M.V. Kamrup, (IMO NO. 8218108) there are no prospects of the Defendants being likely to succeed in defending the Suit.

2. Ms. Saha has submitted that pursuant to order dated 12th September, 2025, this Court had after holding that the

Applicants/Plaintiffs are entitled to proceed *in rem* against the sale proceeds of the Defendant Vessel and are entitled to receive their claims for outstanding salary/wages which constitute a maritime claim/lien under Section 4(1)(o) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 (the “Admiralty Act”) and are accorded the highest priority in the *inter se* priority of maritime lien under Section 9(1) (a) of the Admiralty Act, considering that the Suit had been filed by seven Plaintiffs claiming dues of their outstanding wages out of the sale proceeds of the Defendant Vessel M V Kamrup on the basis of the Seafarers’ Employment Agreement for services on board the said Vessel on various dates, appointed Court Commissioner to verify the following documents of the seven Plaintiffs:

- (i) Seafarers’ Employment Agreement as well as the Articles of the Agreement, Passport extracts duly certified by Advocate for Plaintiffs/Notarized, Indian Continuous Discharge Certificates cum Seafarer Identity documents as well as respective extracts of the 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.

3. That thereafter, the Court Commissioner has submitted her report dated 20th November 2025 on 20th November 2025 and has verified the said documents/ true copies of the said documents submitted to her and made the following observations:

(i) It is further observed that Wage Statement is not provided by Plaintiff No.1. Particulars of Claim mentioned in Interim Application shows claim amount of Rs.9,64,280/- (Rs. Nine Lakhs Sixty Four Thousand Two Hundred Eighty Only), whereas, Plaintiff shows Rs.8,41,000/- (Rupees Eight Lakhs Forty One Thousand Only).

(ii) In respect of Plaintiff No.2, Particulars of Claim mentioned in Interim Application shows Rs.2,89,687/- (Rupees Two Lakhs Eighty Nine Thousand Six Hundred Eighty Seven Only), whereas, Plaintiff shows Rs.2,30,281/- (Rupees Two Lakhs Thirty Thousand Two Hundred Eighty One Only).

(iii) Wage Statement is not provided by Plaintiff No.5. Particulars of claim mentioned in Interim Application shows Rs.3,60,315/- (Rupees Three Lakhs Sixty Thousand Three Hundred Fifteen Only), whereas, Plaintiff shows Rs.2,88,000/- (Rupees Two Lakhs Eighty Eight Thousand Only).

(iv) In respect of Nirmal Kumar Pundhir, Plaintiff No.6, it is observed that Seaman's Employment Agreement between Plaintiff No.6 and Dolphin Offshore Shipping Limited for service on board of M V Kamrup for a period mentioned in Particulars of Claim i.e. 25.09.2018 to 15.05.2019 is neither annexed in Plaintiff nor Interim Application. In the compilation of documents, the Advocate for the Plaintiffs furnished Original Seaman's Employment Agreement dated 24th September 2018 for a period from 25.09.2018 to 31.12.2018. However, the sign-off date of Plaintiff No.6 from the Vessel is 15.05.2019. The Seaman's Employment Agreement pertaining to period from 01.01.2019 to 15.05.2019 is neither annexed in Interim Application nor in Plaintiff. It is further observed

that photocopy of Wage Statement is annexed at Exhibit “K2” at Page No.177 in the Interim Application. However, Particulars of Claim mentioned in Interim Application shows Rs.3,76,308/- (Rupees Three Lakhs Seventy Six Thousand Three Hundred Eight Only), whereas, plaint shows Rs.3,31,000/- (Rupees Three Lakhs Thirty One Thousand Only).

(v) In respect of Geeta Hansa Pandey, Plaintiff No.7, being wife of Hansa Datt Pandey, it is observed that Articles of Agreement for employment of Seafarers between Hansa Datt Pandey and Dolphin Offshore Shipping Limited dated 13th June 2018, bears signatures of Hansa Datt Pandey on signed-on and off ashore and signed-on and off from ship, however, signature and stamp of shipowner / shipowner’s agent on signed-off ashore is missing, though, signature and stamp of Dolphin Offshore Shipping Limited on signed-on ashore column is seen. Sign on record of Hansa Datt Pandey on the Defendant Vessel from the office of Bureau of Immigration dated 14.06.2018 is annexed at Exhibit “E2” at Page Nos.136 to the Interim Application, whereas, sign off record from the Defendant Vessel is not annexed to the Interim Application. However, Articles of Agreement of employment of Seafarers between Hansa Datt Pandey and Dolphin Offshore Shipping Limited dated 13th June 2018 annexed at Exhibit “B7” at Page Nos.88-90 to the Interim Application and continuous Discharge Certificate (CDC) shows the engagement and discharge of Hansa Datt Pandey from the Vessel M V Kamrup.

(vi) It is also observed that Wage Statement is not provided by Plaintiff No.7, however, Seafarer Employment Agreement between Hansa Datt Pandey and Dolphin Offshore Shipping Limited for service on board M V Kamrup shows the basic salary and consolidated allowances/benefits.”

4. That, thereafter on 12th December, 2025, the learned Counsel for the Plaintiff after perusing the report of the Court Commissioner by

way of draft amendment sought to amend the plaint as well as the particulars of claim to address the aforesaid observations and sought time to certify the copies of the documents which had not been certified by the Advocate on record.

5. Ms Saha submits that the Order dated 12th December 2025 has been complied with and the plaint as well as the particulars of claim is amended and that Affidavit dated 18th December 2025 of the Constituted Attorney of the Applicants/Plaintiffs has also been filed whereby the documents which were not certified previously have been certified by the Advocate.

6. As noted above, in Interim Application has been filed by the Applicants/Plaintiffs seeking summary judgment in favour of the Applicants/Plaintiffs against the sales proceeds of the Defendant No.1 Vessel for a sum of Rs. 26,98,367 along with interest thereon at the rate of 15% p.a. from the date of repatriation till payment realization, as per the Particulars of Claim (Exhibit T). In addition, the Applicants have also claimed legal costs of Rs.5,00,000/- .

7. The Plaintiffs have filed this Suit on 15th November 2021 seeking a decree towards the seven Plaintiffs' outstanding wages for the

services provided on board the Vessel MV Kamrup IMO 8218108 which are now represented by the sale proceeds lying deposited with the Prothonotary & Senior Master. It is to be noted that the Defendant Vessel was sold pursuant to order dated 06th April 2021 passed by this Court in Commercial Admiralty Suit No. 39 of 2021 and the sale proceeds are deposited in this Court.

8. The details of the amounts due to the Plaintiffs have been set out in paragraph 3 of the Interim Application and paragraph 31 of the Plaint as under:

Plaintiffs	No. of days on board on the Vessel	Wages (Basic salary + Allowance & benefits), TDS deducted but not paid as Income Tax, & Unpaid Amount of Repatriation(Rs.)	Principal outstanding amount (Rs.)
Arun Kumar Punchakkara Korothan Plaintiff No.1	15.11.2017 to 24.01.2018 and then rejoined the vessel on 04.04.2018 to 12.06.2018 (71 days + 70 days = 141 days)	(a) 53,600/- (Basic salary per month) + 11,000/- (Consolidated Allowances and Benefits (CAB) per day) (b) TDS deducted but not paid as Income Tax	1,25,067/- (Basic salary for 70 days) + 7,70,000/- (CAB for 70 days) = 8,95,067/- 71,000/- Total (a) + (b) = 9,64,280/-

Pankaj Kumar Plaintiff No.2	24.01.2018 to 01.06.2018 (129 days)	(a) 28,745/- (Basic salary per month) + 3,333/- (Consolidated Allowances and Benefits (CAB) per day) (b) TDS deducted but not paid as Income Tax (c) Amount of unpaid Repatriation	59,406/- (Basic salary for 62 days) + 2,06,646/- (CAB for 62 days)= 2,66,052/- 19,135/- 4,500/- Total (a) + (b) + (c) = 2,89,687/-
Sankar Maity Plaintiff No.3.	14.03.2018 to 30.05.2018 (78 days)	30,000/- (Consolidated salary per month)	60,000/- (Consolidated salary for two months)
Shyam Sundaram Karimbil Plaintiff no.4	26.03.2018 to 14.06.2018 (81 days)	6,000/- (Consolidated Professional fees per day)	4,50,000/- (Consolidated professional fees for 75 days)
Brijesh Kumar Maurya Plaintiff no.5	28.06.2018 to 24.04.2019 (301 days)	8035/- (Basic Salary per month) + 32,000/- (Consolidated allowance benefits (CAB) per month)	72,315/- (Basic Salary for 9 months) + 2,88,000/- (CAB for 9 months) =3,60,315/-

Nirmal Kumar Pundhir Plaintiff No.6	25.09.2018 to 15.05.2019 (233 days)	(a) 43,000/- (Consolidated allowances and benefits per month) (b) TDS deducted but not paid as Income Tax	3,42,099/- (Balance of wages due to him as per the order of the Shipping Master dated 03 rd March 2021) 34,209/- Total (a) + (b) =3,76,308/-
Geeta Hansa Pandey Plaintiff No.7	14.06.2018 to 25.09.2018 (104 days)	(a) 12,905/- (Basic Salary per month) + 45,000/- (Consolidated allowances and benefits (CAB) per month) (b) amount of unpaid Repatriation	43,877/- (Basic Salary for 3 months 12 days) + 1,53,000/- (CAB for 3 months 12 days) =1,96,877/- 1,000/- Total (a) + (b) =1,97,877/-
Total Principal Outstanding Amount			Rs.26,98,367

9. It is the case of the Applicants that these amounts which are due and payable are undisputed. Ms. Saha has drawn this Court's attention to the emails addressed by the Applicants No. 1, 3 and 4 addressed to the owners/managers of the Defendant Vessel at pages 139 to 150 to which there has been no response. It has been stated in the application that the Applicants/Plaintiffs served on the Defendant Vessel as per their contractual obligations and the same has been corroborated by

the Seafarer's Employment Agreements, Seaman's book and the Continuous Discharge Certificates (CDC) annexed to the Plaint. The Court Commissioner appointed by this Court has also verified true copies of the Seafarers' Employment Agreement as well as the Articles of the Agreement, Passport extracts, Indian Continuous Discharge Certificates cum Seafarer Identity documents as well as extracts of the Seaman's Book and Powers of Attorney on behalf of the Plaintiffs as per her report dated 20th November 2025. The copies of the Seafarers' Employment Agreement, passports, extracts of Seaman's book and the CDC contain signature and stamp by the Master of the Vessel.

10. The claims of the seven Plaintiffs are a maritime claim and a maritime lien under Section 4(1) (o) and Section 4 (1) (w) and Section 9 of the Admiralty Act, which have not been paid, and therefore the claim has been made by way of the Suit in terms of prayer clauses (a) to (g).

11. There is no objection to the claim of the Applicants / Plaintiffs and the documents evidencing their service on board the Vessel. In short their claim has not been disputed.

12. Having perused the Interim Application for summary judgment and also the report of the Court Commissioner dated 20th November 2025 and also having heard the learned Counsel for the Applicants, I am satisfied that there is no real prospect of any one successfully defending the claim and there is no compelling reason why the claim made by the Applicants should not be allowed before recording of oral evidence. I am satisfied that the Applicants are therefore entitled to a summary judgment under Section XIII-A of the CPC.

13. In the circumstances, Interim Application is allowed in terms of prayer clause (a), which reads thus:

“(a) That this Hon’ble Court be pleased to allow the above Interim Application and the Suit be decreed against the sale proceeds of the Defendant No.1, in terms of prayer clauses (a) to (g) of the Plaint, i.e. the Defendant be ordered, directed and decreed to pay to the Applicants/Plaintiffs the sum of Rs.26,98,367/- (Rupees Twenty Six Lakh Ninety Eight Thousand Three Hundred Sixty Seven Only) along with interest thereon at the rate of 15% p.a. from the date of repatriation till payment realization plus costs of Rs.5,00,000/- as Particulars of Claim (Exhibit N);”

14. Let there be a decree in favour of the Applicants/Plaintiffs against the sale proceeds of the Defendant Vessel viz. M V Kamrup (IMO NO. 8218108) in terms of prayer clauses (a) to (g) of the Plaint which read thus:

(a) For a decree against the Defendants in the sum of Rs.9,64,280/- in favour of the Plaintiff No.1 being the outstanding wages/emoluments payable to the Plaintiff No.1 by the Defendants under the Employment Agreement, along with interest on the principal amount of outstanding wages/emoluments at the rate of 15% p.a. from the date of filing of the suit till payment or realization plus costs as per the Particulars of Claim at Exhibit "T" hereto.

(b) For a decree against the Defendants in the sum of Rs.2,89,687/- in favour of the Plaintiff No.2 being the outstanding wages/emoluments payable to the Plaintiff No.2 by the Defendants under the Employment Agreement, along with interest on the principal amount of outstanding wages/emoluments at the rate of 15% p.a. from the date of filing of the suit till payment or realization plus costs as per the Particulars of Claim at Exhibit "T" hereto.

(c) For a decree against the Defendants in the sum of Rs.60,000/- in favour of the Plaintiff No.3 being the outstanding wages/emoluments payable to the Plaintiff No.3 by the Defendants under the Employment Agreement, along with interest on principal amount of outstanding wages/emoluments at the rate of 15% p.a. from the date of filing of the suit till payment or realization plus costs as per the Particulars of Claim at Exhibit "T" hereto.

(d) For a decree against the Defendants in the sum of Rs.4,50,000/- in favour of the Plaintiff No.4 being the outstanding wages/emoluments payable to the Plaintiff No.4 by the

Defendants under the Employment Agreement, alongwith interest on the principal amount of outstanding wages/emoluments at the rate of 15% p.a. from the date of filing of the suit till payment or realization plus costs as per the Particulars of Claim at Exhibit 'T' hereto.

(e) For a decree against the Defendants in the sum of Rs.3,60,315/- in favour of the Plaintiff No.5 being the outstanding wages/emoluments payable to the Plaintiff No.5 by the Defendants under the Employment Agreement, along with interest on the principal amount of outstanding wages/emoluments at the rate of 15% p.a. from the date of filing of the suit till payment or realization plus costs as per the Particulars of Claim at Exhibit "T" hereto.

(f) For a decree against the Defendants in the sum of Rs.3,76,308/- in favour of the Plaintiff No.6 being the outstanding wages/emoluments payable to the Plaintiff No.6 by the Defendants under the Employment Agreement, along with interest on the principal amount of outstanding wages/emoluments at the rate of 15% p.a. from the date of filing of the suit till payment or realization plus costs as per the Particulars of Claim at Exhibit 'T' hereto.

(g) For a decree against the Defendants in the sum of Rs.1,97,877/- in favour of the Plaintiff No.7 being the outstanding wages/emoluments payable to the Plaintiff No.7 by the Defendants under the Employment Agreement, along with interest on the principal amount of outstanding wages/emoluments at the rate of 15% p.a. from the date of filing

of the suit till payment or realization plus costs as per the Particulars of Claim at Exhibit “T” hereto.

14. The Interim Application accordingly stands allowed and disposed as above. Drawn up decree is dispensed with. The Suit is decreed but kept pending for determination of priorities and for pay out, for which liberty to take out a separate application.

(ABHAY AHUJA, J.)