



C.S.(Comm.Div.) No.118 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 17.02.2025

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THE HONOURABLE **MR.JUSTICE SENTHILKUMAR RAMAMOORTHY**

C.S.(Comm.Div.) No.118 of 2020
and A.No.6575 of 2024

Y.Zahiruddin Ahmed
Proprietor M/s.Reliance Maritime,
Munoth Centre, Suite No.19,
1st Floor, No.343, Triplicane High Road, Chennai-600 005.
... Plaintiff

VS.

1.M/s.Dredging Corporation of India Ltd.,
Owners of Vessel DCI DREDGER-XIV,
Head Office at Dredge House, Town Kotha Road,
Beside Central Excise, Port Area,
Vishakapatnam, A.P.-530 005.
Rep. by its Chairman and Managing Director.

2.M/s.Nautilus Shipping India Private Limited,
2nd floor, Sai Building, New No.79/1, Old No.62/1,
Lloyds Road, Royapettah, Chennai-14.
Rep. by its Managing Director. ... Defendants

PRAYER: Complaint filed under Order VII Rule 1 of the Code of Civil

Procedure Read With Order XLII Rules 1, 2 and 3 of Original Side Rules,



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prays for the Judgment and Decree against the defendants, jointly and severally, as follows:

(a) For a sum of INR 9,60,956.60 (Rupees Nine Lakh Sixty Thousand Nine Hundred and Fifty Six and Paise Sixty Only) with further interest at 18% per annum from the date hereof till the date of payment in full;

b) For costs of the suit.

For Plaintiff : Ms.M.Deeptha Devi
for Mr.S.Vasudevan

For D1 : Set *Ex parte* on 13.09.2021

For D2 : Mr.K.Sakthivel

J U D G M E N T

The suit was filed for recovery of a sum of Rs.9,60,956.60 with further interest at 18% per annum from the date of plaint till the date of payment. Such decree was prayed for against both the defendants, jointly and severally.

2.Suit summons was served on the 1st defendant on 19.08.2020. Since the 1st defendant did not enter appearance and file the written statement, by

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order dated 09.07.2021, the 1st defendant's right to file the written statement was forfeited. Subsequently, on 13.09.2021, the 1st defendant was set *ex parte*.

3.The 2nd defendant entered appearance upon service of suit summons and filed a written statement. Subsequently, the plaintiff and the 2nd defendant entered into a memo of compromise dated 06.12.2024 signed by Mr.Y.Zahiruddin Ahmed (plaintiff) and by Mr.Vinod, authorised signatory of the 2nd defendant. In the memo of compromise, the 2nd defendant states that it acted as an agent of the 1st defendant. The work order issued by the 2nd defendant on behalf of the 1st defendant (Ex.P1) describes the 2nd defendant as an agent of the 1st defendant. In the memo of compromise, the plaintiff and the 2nd defendant have agreed that the suit stands withdrawn against the 2nd defendant in terms of the memo of compromise. In view of the 2nd defendant being the agent of the disclosed principal, there is no legal impediment to the suit being prosecuted only against the 1st defendant.



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4. At the hearing on 27.09.2021, the following issues were framed:

- “(i) Whether the plaintiff is entitled to file the suit invoking admiralty jurisdiction of this Court?*
- (ii) Whether the second defendant is a necessary party to the suit?*
- (iii) Whether the plaintiff is barred by principle of waiver, estoppel and acquiescence to claim?*
- (iv) Whether the plaintiff has provided any service under the work order dated 29.04.2019? If so, whether the second defendant is partly or wholly liable for the plaintiff's claim?*
- (v) Whether the plaintiff is entitled to the suit claim inclusive of interest?*
- (vi) Whether the defendants 1 and 2 jointly and severally liable to pay the suit claim?*
- (vii) What other reliefs, the plaintiff is entitled to?”*

5. In view of the withdrawal of the suit against the 2nd defendant, it becomes unnecessary to decide the issues framed in respect of the 2nd defendant.



6.In order to establish the suit claim, the plaintiff, which is a proprietary concern, examined the proprietor, Y.Zahiruddin Ahamed, as P.W.1. In course of the examination in chief of P.W.1, 11 documents were exhibited as Exs.P1 to P11.

7.Learned counsel for the plaintiff invited my attention to Ex.P1, which is the work order issued by the 2nd defendant as agent of the 1st defendant. The work order indicates that the work entrusted to the plaintiff was in respect of the repair and conditioning of M/E Starboard Alternator and M/E Port Alternator, and the provision of consumables for the completion of the job. Learned counsel also invited my attention to Ex.P3, which is the work done certificate. This certificate sets out the nature of work completed as also the incomplete work. It bears the signature of the Master and the Chief Engineer of the vessel, which is owned by the 1st defendant. A series of e-mails evidencing completion of balance work between 26.06.2019 and 01.07.2019 were exhibited as Ex.P5 series. The relevant invoice issued by the plaintiff for a sum of Rs.8,37,800/- has been exhibited as Ex.P4. These documents clearly indicate that the suit claim is a



maritime claim falling within the admiralty jurisdiction of this Court under the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017.

8.The lawyer's notice from the plaintiff to the defendants has been exhibited as Ex.P7. Such notice has been issued both to the 1st and 2nd defendants. The reply from the 1st defendant's lawyer has been exhibited as Ex.P8. On perusal, it appears that the defence raised by the 1st defendant is that it did not enter into a contract with the plaintiff.

9.The evidence on record clearly discloses that the 2nd defendant issued a work order to the plaintiff in the capacity of agent of the 1st defendant. The documents on record evidence that such work was carried out by the plaintiff. Ex.P3 also discloses that the Master and the Chief Engineer certified the completion of work to the extent specified therein. The suit claim matches the invoice value as regards the principal amount. Consequently, as regards the principal suit claim, especially in the absence of contra evidence, the claim stands proved. As regards interest, in view of the transaction being commercial in nature, the plaintiff is entitled to



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interest at 12% per annum on the principal sum of Rs.8,37,800/-. As the successful party, the plaintiff is also entitled to costs. The 1st defendant is liable to pay a sum of Rs.2,00,000/- (Rupees Two lakhs only) as costs, which includes Court fees, lawyer's fees and other expenses. All the issues are, thus, decided in favour of the plaintiff and against the 1st defendant.

10.In the result, the suit is decreed as follows:

(i) The 1st defendant is directed to pay the plaintiff the sum of Rs.8,37,800/- along with interest thereon at 12% per annum from 04.05.2019 till the date of realisation.

(ii) The 1st defendant is also directed to pay a sum of Rs.2,00,000/- as costs to the plaintiff.

(iii)The suit stands dismissed as withdrawn against the 2nd defendant.

A.No.6575 of 2024 stands allowed.

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Index : Yes / No

Internet : Yes / No

Neutral Citation: Yes / No

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Plaintiff's witness:

WEB COPY P.W.1 – Y.Zahiruddin Ahmed

Documents exhibited by the plaintiff:

<i>Exhibits</i>	<i>Documents</i>
Ex.P1	Printout of the work order by the 2 nd defendant to the plaintiff dated 29.04.2019. (Affidavit under Section 65B of the Indian Evidence Act filed and recorded)
Ex.P2	(series 2 nos.) Printout of the email communication regarding the work in progress and quotations from the plaintiff to the defendants from 03.05.2019 to 06.05.2019. (Affidavit under Section 65B of the Indian Evidence Act filed and recorded)
Ex.P3	Office copy of the work done certificate by the plaintiff to the defendant dated 06.05.2019.
Ex.P4	Office copy of the invoice issued by the plaintiff to the defendant dated 04.05.2019.
Ex.P5	(series 8 nos.) Printout of the email communication regarding the work in progress and quotations from the plaintiff to the defendants from 26.06.2019 to 01.07.2019. (Affidavit under Section 65B of the Indian Evidence Act filed and recorded)
Ex.P6	Printout of the break-up cost for the work carried out on board DCI DREDGER-XIV from the plaintiff to the 2 nd defendant dated 15.07.2019. (Affidavit under Section 65B of the Indian Evidence Act filed and recorded)
Ex.P7	Office copy of the legal notice issued by the plaintiff's counsel to the defendant dated 16.10.2019.
Ex.P8	Copy of the reply notice issued by 1st defendant's counsel to the plaintiff's counsel dated 11.11.2019.
Ex.P9	Copy of the reply notice issued by 2 nd defendant's counsel to the plaintiff's counsel dated 18.11.2019.



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<i>Exhibits</i>	<i>Documents</i>
Ex.P10	Printout of the screenshot of Whatsapp message for settlement offer by the plaintiff to the 2 nd defendant for 05.12.2019 and 08.12.2019. (Affidavit under Section 65B of the Indian Evidence Act filed and recorded)
Ex.P11	Printout of the details of vessel DCI DREDGER – XIV. (Affidavit under Section 65B of the Indian Evidence Act filed and recorded)

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