

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

**INTERIM APPLICATION NO. 360 OF 2025
IN
COMMERCIAL ADMIRALTY SUIT NO. 55 OF 2022**

Zubair Aslam Jerry & Ors ...Applicants

In the matter of:

Zubair Aslam Jerry & Ors ...Plaintiffs

V/s.

Sale Proceeds of MT AEON (IMO NO. 9576818) ...Defendants

Mr. Prashant Pratap Senior Advocate a/w Ms. Jyotika Jain, Ms. Lavanya Chopra i/b Bose & Mitra & Co Advocates for the Plaintiff in COMAS 41 of 2022

Mr. Tanishq Dube i/b Khare Legal Chambers Advocates for the Plaintiff in COMAS 55 of 2022

Ms. Isha Sawant i/b Ashwin Shankar Advocate for the Plaintiff in COMAS 32 of 2022

Mr. Navroz Seervai Senior Advocate a/w Ms. Neha Bhosale and Ms. Disha Parekh i/b NDB Law Advocate for Plaintiff in COMAS 2 of 2023

Mr. Divyanshu Gupta i/b Parinam Law Associates Advocate for the Plaintiff in COMAS 9 of 2024.

CORAM : ABHAY AHUJA, J.

DATE : 16th JANUARY 2026

PC. :

1. On 31st January, 2025, Mr. Pratap Learned Senior Counsel appearing for the Plaintiff in Commercial Admiralty Suit No. 41 of 2022 had tendered the draft tabular chart containing list of suits, nature of claims and priorities under Section 10 read with Section 9 of

ARTI
VILAS
KHATATE

Digitally signed
by ARTI VILAS
KHATATE
Date:
2026.01.24
21:05:15 +0530

avk

1/20

the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 (the “Admiralty Act”) for the determination of priorities and at the time, learned Counsel for the Plaintiff in Commercial Admiralty Suit No. 55 of 2022 had no objection if the priorities were decided in accordance with the said draft table, however, since priorities were to be determined and five other suits pending against the same Defendant Vessel were not on board, this Interim Application for determination of priorities was adjourned to 07th February 2025.

2. On 07th February 2025, it was recorded that as far as the priorities mentioned in the chart tendered by Mr.Pratap, was concerned, Mr.Navroz Seervai, learned Senior Counsel appearing for the Plaintiff in Commercial Admiralty Suit No.2 of 2023 and Mr.Pratap, were *ad-idem* that the unpaid crew wages were to be ranked as first in priority in accordance with Section 10 read with Section 9 of the Admiralty Act. However, as regards the priorities with respect to the claim of the Plaintiff in Commercial Admiralty Suit No.2 of 2023 and the claim of the Plaintiff in Commercial Admiralty Suit No.41 of 2022, Mr.Seervai had submitted that the claim of the Plaintiff in Commercial Admiralty Suit No.2 of 2023 was of a possessory lien and was a maritime lien and ranked after the crew wages but higher in priority

than the claim of the Plaintiff in Commercial Admiralty Suit No.9 of 2024 and Commercial Admiralty Suit No.41 of 2022, which contention was opposed by Mr.Pratap.

3. On the said date, Mr.Singh, learned Counsel appearing for the Plaintiff in Commercial Admiralty Suit No.11 of 2023 had submitted that since there was no objection to the first ranking of priorities with respect to the crew wages, this Court list the said Suit for hearing soon. The learned Counsel appearing in Commercial Admiralty Suit No.9 of 2024, it appears, also had no objection and therefore the Commercial Admiralty Suit No.9 of 2024 which is Commercial Admiralty Suit (Lodging) No.13252 of 2023 was directed to be listed on 7th March 2025. Thereafter, on the issue whether possessory lien is a maritime lien under the Admiralty Act, the matter was heard at length. Mr.Pratap had argued and concluded his arguments on 7th February 2025 and 28th November 2025 and Mr.Seervai had commenced his arguments in response on 05th December 2025.

4. However, today when the matter is called out, Mr.Seervai, learned Senior Counsel appears for the Plaintiff in Commercial Admiralty Suit No.2 of 2023 and Defendant No.2 in Commercial

Admiralty Suit No.41 of 2022 and submits, on instructions, that this Court can proceed to determine the priorities in accordance with the table tendered across the bar by Mr.Pratap, learned Senior Counsel appearing for the Plaintiff in Commercial Admiralty Suit No. 41 of 2022, as also agreed by the other parties and that, he has instructions not to press for the claim of possessory lien of his client over the claim of the Plaintiff in Commercial Admiralty Suit No.9 of 2024 and Commercial Admiralty Suit No.41 of 2022.

5. Accordingly, the Interim Application No.360 of 2025 in Commercial Admiralty Suit No.55 of 2022, along with Commercial Admiralty Suit No.11 of 2023, Commercial Admiralty Suit (Lodging) No.13252 of 2023, Commercial Admiralty Suit No.41 of 2022, Commercial Admiralty Suit No.32 of 2022, Commercial Admiralty Suit No.39 of 2022, Commercial Admiralty Suit No.46 of 2022, Commercial Admiralty Suit No.35 of 2022 and Commercial Admiralty Suit (Lodging) No.38835 of 2022 are taken up for determination of priorities in respect of claims against the sale proceeds of Vessel MT AEON (IMO No. 9576818).

6. The Applicant/Plaintiff in Commercial Admiralty Suit No.41 of 2022 filed a Suit to recover a sum of USD 22,354,332.41 with interest thereon and legal costs arising out of a facility agreement dated 24th July 2017, under which the Defendant Vessel had incurred this liability. The Vessel M T Aeon (IMO No. 9576818) was arrested by an Order dated 20th June 2022.

7. By a subsequent order dated 5th August 2022, in Sheriff's Report No.44 of 2022, the Defendant Vessel was ordered to be sold in an auction sale. The Vessel eventually came to be sold by Order dated 30th August 2022 and 11th October 2022 passed by this Court for a sum of INR 103,67,06,200/-.

8. It is submitted that by Order dated 20th December 2022, this Court directed the Office of Sheriff to publish a notice in newspaper in conformity with the provisions contained in Rule 1087 and 1088 of the Admiralty Rules 1980. Pursuant thereto, the Sheriff of Mumbai published the notice inviting claims on 05th January 2023 in newspaper "Free Press Journal" (English) and "Navshakti" (Marathi) *inter alia*, that the order of priority of claims against the sale proceeds of the vessel will not be determined until after the expiration of period of 90

days from the date of publication of the notice and that any person having a claim against the ship or proceeds of sale thereof shall file a suit to prove his claim before the expiration of the said period. The said period of 90 days expired on 5th April 2023.

9. As per the Notice inviting claims, the gross proceeds amounting to Rs.1,03,67,06,200/- in respect of the vessel M T Aeon (IMO No. 9576818) had been received by the office of the Sheriff of Mumbai and after deducting the Sheriffs expenses as per the Orders of this Court an amount of Rs. 101,89,15,801.80 had been transferred to the office of the Prothonotary and Senior Master, High Court Bombay.

10. The Applicants/Plaintiffs No. 1 to 21 in Commercial Admiralty Suit No. 55 of 2022 are seafarers who were employed on board the Vessel, M T Aeon under their respective contract(s) of service. Learned Counsel for the Applicants/Plaintiff in Commercial Admiralty Suit No. 55 of 2022 has submitted that the claims of the Applicants/Plaintiffs in Commercial Admiralty Suit No. 55 of 2022 constitute a Maritime Lien under Section 9 (1) (a) read with Section 10 (1) (a) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 (the “Admiralty Act, 2017”) and that this Court vide Order dated 17th March

2023 in Interim Application No. 164 of 2023 allowed the Application filed by the Applicants/Plaintiffs seeking summary judgment and decreed the Suit in favour of the Plaintiffs against the sale proceeds of M.T. Aeon directing the Defendant to pay the sum of USD 2,87,210.22 along with further interest @ 6% per annum the Applicants/Plaintiffs have filed this application for determination of priorities.

11. The Plaintiffs in Commercial Admiralty Suit No. 11 of 2023 have submitted that their claims are also for unpaid wages as crew members serving on the Defendant Vessel and are a Maritime Lien under section 9(1)(a) of the Admiralty Act, 2017 and the same is pending as on date.

12. The Plaintiff in Commercial Admiralty Suit No. 9 of 2024 have submitted that their claim is for unpaid costs accrued and non-payment of charges for the period the Defendant Vessel was berthed at the Plaintiff Port and is a Maritime Lien under Section 9(1)(d) of the Admiralty Act, 2017 and the same is also pending as on date.

13. Mr.Pratap, learned Senior Counsel for the Plaintiffs in Commercial Admiralty Suit No.41 of 2022, has submitted that the claim of the Plaintiff in Commercial Admiralty Suit No. 41 of 2022 is

for recovery of outstanding sums as a registered mortgagee arising out of a facility agreement dated 24th July 2017, under which the Defendant Vessel had incurred this liability and the same is a Maritime Claim under Section 4(1)(c) of the Admiralty Act, 2017 and the same is pending as on date.

14. The Plaintiff in Commercial Admiralty Suit No. 32 of 2022 has submitted that their claim is for unpaid bunker dues supplied to the Defendant Vessel and is Maritime Claim under Section 4(1)(l) of the Admiralty Act, 2017 and the same is also pending as on date.

15. As regards the Commercial Admiralty Suit No.39 of 2022 the said Suit has been decreed by order dated 09.08.2024 in view of Consent Terms dated 25.08.2022.

16. The Plaintiff in Commercial Admiralty Suit No. 46 of 2022 submit that their claim is for unpaid necessities supplied to the Defendant Vessel and is Maritime Claim under Section 4(1)(l) of the Admiralty Act, 2017 and the same is pending as on date.

17. The Counsel for the Plaintiff had on instructions withdrawn the Commercial Admiralty Suit No. 35 of 2022 which Suit has been disposed off as withdrawn vide Order dated 22.08.2025, and therefore, there is presently no claim by way of the said Suit.

18. Mr.Seervai, learned Senior Counsel for the Plaintiff in Commercial Admiralty Suit No.2 of 2023 has submitted that the claim of the Plaintiff in Commercial Admiralty Suit No. 2 of 2023 is for unpaid dues for supplies and services supplied to the Defendant Vessel and is Maritime Claim under Section 4(1)(l) and 4(1)(p) of the Admiralty Act, 2017 and the same is pending as on date.

19. To summarize, the following suit/claims have been submitted/filed against the Defendant Vessel:

Sr No.	Case No.	Parties	Status
1.	COMAS No. 55 of 2022 (COMASL/30942/2022)	Zubair Aslam Jerry and 20 Ors v. Sale Proceeds of MT Aeon	Decreed
2.	COMAS No. 11 of 2023 (COMASL/9411/2023)	Abdul Saeed and Ors v. Sale Proceeds of MT Aeon (IMO 9576818)	Pending
3.	COMAS No. 9 of 2024 (COMASL/13252/2023)	Board of Jawaharlal Nehru Port Authority v. Sale Proceeds of MT Aeon IMO NO. 9576818	Pending

4.	COMAS No. 41 of 2022 (COMASL/18896/2022)	Kroll Trustee Services Ltd v. MT Aeon and Anr	Pending
5.	COMAS No. 32 of 2022 (COMASL/17470/2022)	Winstar Shipholding SA v. MT Aeon and Anr	Pending
6.	COMAS No.39 of 2022 (COMASL/21337/2022)	Termoil Ltd. v. MT Aeon (IMO No.9576818)	Decreed by order dated 09.08.2024 in view of Consent Terms dated 25.08.2022
7.	COMAS No. 46 of 2022 (COMASL/21308/2022)	Seven Seas Maritime Services (Singapore) Pte. Ltd. v. MT Aeon and Anr	Pending
8.	COMAS No.35 of 2022 (COMASL/20876/2022)	Ceto Shipping Corporation vs. Sale Proceeds of M V Aeon	Disposed of as withdrawn vide order dated 22.08.2025
9.	COMAS No. 2 of 2023 (COMASL/38835/2022)	Global Radiance Ship Management Pte Ltd v. Sale Proceeds of MT Aeon and Anr	Pending

20. Before proceeding for the determination of priorities of claims against MT Aeon (IMO 9576818), it is useful to set out the relevant provisions viz. Sections 9 and 10 of the Admiralty Act, 2017, which read thus:

‘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) claims in respect of loss of life or personal injury occurring, whether on land or on water, in direct connection with the operation of the vessel;

(c) claims for reward for salvage services including special compensation relating thereto;

(d) claims for port, canal, and other waterway dues and pilotage dues and any other statutory dues related to the vessel;

(e) claims based on tort arising out of loss or damage caused by the operation of the vessel other than loss or damage to cargo and containers carried on the vessel.

(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 subsection (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.

(3) The maritime lien referred to in this section shall commence—

(a) in relation to the maritime lien under clause (a) of sub-section (1), upon the claimant's discharge from the vessel;

(b) in relation to the maritime liens under clauses (b) to (e) of sub-section (1), when the claim arises, and shall run continuously without any suspension or interruption:

Provided that the period during which the vessel was under arrest or seizure shall be excluded.

(4) *No maritime lien shall attach to a vessel to secure a claim which arises out of or results from—*

(a) damage in connection with the carriage of oil or other hazardous or noxious substances by sea for which compensation is payable to the claimants pursuant to any law for the time being in force;

(b) the radioactive properties or a combination of radioactive properties with toxic, explosive or other hazardous properties of nuclear fuel or of radioactive products or waste.

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.”

21. Section 9, prescribes priority of maritime liens in the order of *inter se* precedence. In other words, the claim of a claimant falling in Clause (a) of Sub-section (1) of Section 9, would rank highest in priority to that of the claim of a claimant falling in Clause (b) and so on in the succeeding order. Clauses (a) to (e) of subsection (1) of Section 9 provide the highest priority to the claims for wages and other

sums due to the crew members and lowest priority to claims based on tort arising out of loss or damage caused by the operation of the vessel other than the loss or damage to the cargo and containers carried on the vessel, respectively. The rest of the claims, which constitute maritime lien, as defined in Section 2(1)(g) of the Admiralty Act, 2017 fall in between. A claim which falls in entry (a) stands on a higher pedestal than the one falling in Clause (b) which, in turn, gets priority over the one falling in Clause (c) and so on and so forth.

22. Section 10 of the Admiralty Act 2017, on the other hand, provides for order of priority of maritime claims. Accordingly, under Clause (a) of Sub-section (1) claim of a maritime lien on the vessel, gets first priority, followed by registered mortgages and charges of the same nature on the vessel (Clause-b) and then are ranked all other claims (Clause-c). Sub-section (2) of Section 10 sets out the principles which govern the determination of priority of claims *inter se*. If there are more claims than one in any single category of priority, they shall rank equally (Clause-a). Salvage claims rank in inverse order of time when the claims thereto accrue.

23. Having set out the provisions of law applicable to determination of priorities and before determining the same in respect of claims discussed above, the nature of those claims are first set out as under:-

Sr. No	Suit No	Plaintiff	Status of the Suit	Amount	Nature of the claim
1.	COMAS/55/2022	Zubair Aslam Jerry and 20 Others	Decreed	USD 287,210.22 alongwith further interest @6% p.a. from the date when the respective wages fell due and payable till realization along with legal costs to the extent of USD 15,000	Maritime lien under section 4(1)(o) r/w section 9(1)(a)
2.	COMAS/11/2023	Abdul Saeed and 28 Others	Pending	USD 326810.66 including the principal sum of USD 2,73,000.89 towards their wages and a sum of USD 53,809.77 being interest @ 12% p.a. from the date the principal sum became due till date of filing the suit plus legal costs of USD 25,000 alongwith further interest at the rate of 12% p.a.	Maritime lien under section 4(1)(o) r/w section 9(1)(2)
3.	COMAS/9/2024	The Board of Jawaharlal Nehru Port Authority	Pending	Rs.25,19,812.23/- alongwith Rs.57,308.81/- towards penal interest charged from 20.01.2023 to 03.03.2023 @ 16.75% along with further penal charges from 03.03.2023 @ 16.75% till the date of realization.	Maritime lien under Section 9(1)(d)
4.	COMAS/41/2022	Kroll Trustee Services Ltd	Pending	USD 23,132,644.10/- inclusive of interest till the date of filing of the Suit and costs, together	Maritime Claim under Section 4(1)(c)

				with further interest at the rate of 12% p.a. from the date of filing of the suit till the date of payment/realization.	
5.	COMAS/32/2022	Winstar Shipholding SA	Pending	USD 357,544.14 and further contractual interest on the principal amount of USD 199,333.78 @ 0.5% per day from the date of filing of this suit till payment and/or realization.	Maritime Claim under Section 4 (1)(l)
6.	COMAS/39/2022	Termoil Ltd. v. MT Aeon (IMO No.9576818)	Decreed	USD 318,665, the principal claim amounting to a sum of USD 292,500 and interest at the rate 2% per month from due date of invoice till filing of the Suit being USD 6,155 and further interest at the rate 2% per month till its realization, along with USD 20,000 towards costs of legal proceedings in India plus poundage	Maritime claim under Section 4(1)(l)
7.	COMAS/46/2022	Seven Seas Maritime Services (Singapore) Pte Ltd.	Pending	USD 38,970 and further contractual interest on the principal amount of USD 22,112 @ 2% per month from the date of filing of suit till payment/realization	Maritime claim under Section 4(1)(l)
8.	COMAS/ 2/2023	Global Radiance Ship Management Pte. Ltd.	Pending	USD 1,660,795.38 plus legal costs of USD 20,000 along with interest of USD 308,971 on the principal sum of 1,660,795.38 at the rate of 2.5% per month from the date of respective sums became due till filing of the suit and default interest at an excess 1% as agreed	Maritime claim under Section 4(1)(l) and 4 (1) (p)

				between the parties along with further interest at the said rate from the date of filing the suit till payment/realization	
--	--	--	--	--	--

24. Having set out the nature of the claim of each of the claimants as above, and upon application of Section 9 read with Section 10 of the Admiralty Act, 2017, for the determination of priorities to the above claims, this Court proceeds to determine the priorities of the claims in the case of MT Aeon (IMO 9576818) as under:

Sr. No	Suit No	Plaintiff	Status of the Suit	Amount	Nature of the claim	Order of Priority of the Claim(s)
1.	COMAS/55/2022	Zubair Aslam Jerry and 20 Others	Decreed	USD 287,210.22 alongwith further interest @6% p.a. from the date when the respective wages fell due and payable till realization along with legal costs to the extent of USD 15,000	Maritime lien under section 4(1)(o) r/w section 9(1)(a)	1 st
2.	COMAS/11/2023	Abdul Saeed	Pending	USD 326810.66 including the principal sum of USD 2,73,000.89 towards their wages and a sum of USD 53,809.77 being interest @ 12% p.a. from the date the principal sum became due till date of filing the suit plus legal costs of USD 25,000 alongwith further interest at the rate of 12% p.a.	Maritime lien under section 4(1)(o) r/w section 9(1)(2)	1 st

3.	COMAS/ 9/2024	The Board of Jawaharlal Nehru Port Authority	Pending	Rs.25,19,812.23/- alongwith Rs.57,308.81/- towards penal interest charged from 20.01.2023 to 03.03.2023 @ 16.75% along with further penal charges from 03.03.2023 @ 16.75% till the date of realization.	Maritime lien under Section 9(1)(d)	2 nd
4.	COMAS/ 41/2022	Kroll Trustee Services Ltd	Pending	USD 23,132,644.10/- inclusive of interest till the date of filing of the Suit and costs, together with further interest at the rate of 12% p.a. from the date of filing of the suit till the date of payment/realization.	Maritime Claim under Section 4(1)(c)	3 rd
5.	COMAS/ 32/2022	Winstar Shipholding SA	Pending	USD 357,544.14 and further contractual interest on the principal amount of USD 199,333.78 @ 0.5% per day from the date of filing of this suit till payment and/or realization.	Maritime Claim under Section 4 (1)(l)	4 th
6.	COMAS/ 39/2022	Termoil Ltd. v. MT Aeon (IMO No.9576818)	Decreed	USD 318,665, the principal claim amounting to a sum of USD 292,500 and interest at the rate 2% per month from due date of invoice till filing of the Suit being USD 6,155 and further interest at the rate 2% per month till its realization, along with USD 20,000 towards costs of legal proceedings in India plus poundage	Maritime Claim under Section 4 (1)(l)	4 th

7.	COMAS/ 46/2022	Seven Seas Maritime Services (Singapore) Pte Ltd.	Pending	USD 38,970 and further contractual interest on the principal amount of USD 22,112 @ 2% per month from the date of filing of suit till payment/realization	Maritime claim under Section 4(1)(l)	4 th
8.	COMAS/ 2/2023	Global Radiance Ship Management Pte. Ltd.	Pending	USD 1,660,795.38 plus legal costs of USD 20,000 along with interest of USD 308,971 on the principal sum of 1,660,795.38 at the rate of 2.5% per month from the date of respective sums became due till filing of the suit and default interest at an excess 1% as agreed between the parties along with further interest at the said rate from the date of filing the suit till payment/realization	Maritime claim under Section 4(1)(l) and 4 (1)(p)	4 th

25. The two claims above which have been ranked 1st will take first equally from the sale proceeds lying in this Court after which the claim ranked 2nd will take from the balance remaining, subject of course to the pending Suits being decreed. It is clarified that payment out on the basis of the aforesaid priorities will be subject to the amounts decreed in the Suit(s).

26. It is clarified that as regards Commercial Admiralty Suit No.35 of 2022 which was referred to in the draft table submitted by Mr.Pratap, learned Senior Counsel and also agreed by the learned Counsel appearing in the other matters, since the Suit has been disposed as withdrawn by order dated 22nd August 2025, and there being presently no claim by way of the said Suit, it is not necessary to consider the said claim for determining the nature as well as the priorities of the said claim.

27. Interim Application is accordingly allowed and disposed in the above terms.

28. At this stage, Mr.Pratap, learned Senior Counsel, prays for costs considering that considerable time since February 2025 has been taken by Mr.Seervai to now submit that priorities be determined in accordance with the table tendered across the bar on 31st January, 2025, and that, therefore, costs be imposed. Mr.Seervai, learned Senior Counsel, leaves it to the orders of this Court.

29. Considering that the issue involved whether possessory lien is a maritime lien under the Admiralty Act, was a legal issue argued at length by both the learned Senior Counsel with great erudition and which is now not pressed upon instructions and although this Court has devoted considerable time to hearing on the said issue, this Court does not deem it appropriate to impose any costs in the matter. Accordingly, no costs.

(ABHAY AHUJA, J.)