

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

INTERIM APPLICATION NO. 3823 OF 2025
IN
COMMERCIAL ADMIRALTY SUIT NO. 80 OF 2021

MONIRUL KAJI AND OTHERS)...APPLICANTS/PLAINTIFFS

V/s.

THE SALE PROCEEDS OF M.V. BRAHMAPUTRA
DOLPHIN AND ANOTHER)...RESPONDENTS/DEFENDANTS

Mr. Prathamesh Kamat i/by Ms. Sutapa Saha, Advocate for the
Applicants.

None for the Respondents.

CORAM : ABHAY AHUJA, J.

DATE : 6th FEBRUARY 2026

P.C. :

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 Brahmaputra Dolphin there are no prospects of the Defendant being likely to succeed in defending the Suit.

2. Mr. Kamat submits that pursuant to order dated 2nd May 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

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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 six plaintiffs claiming dues of their outstanding wages out of the sale proceeds of the Defendant Vessel M V Brahmaputra Dolphin on the basis of the employment agreement for services on board the said Vessel of various dates, appointed Court Commissioner to verify the following documents in respect of the six Plaintiffs:

- (i) Original agreement / contracts, passports extracts duly certified by Advocate for Plaintiffs / 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) Original of Bureau of Immigration letters evidencing sign off.
- (iii) Power of attorney in originals, if any, issued by Plaintiffs to lodge or receive such claims on behalf of the Plaintiffs.

3. In compliance of the aforesaid Order, the Court Commissioner submitted his report dated 19th June 2025 and after perusing the Original Seafarer Employment Agreements of the six Applicants/ Plaintiffs observed that Original Passport and CDCs of the

Applicants/Plaintiffs have not been produced and the original bureau of immigration is not produced for the Applicant/Plaintiff No.6.

4. The Court Commissioner submitted his report on 19th June 2025. Thereafter, in the order dated 10th October 2025, it was observed that except one observation with respect to the Interim Applicant / Plaintiff no.6 regarding non-production of original Bureau of Immigration certificate, the Commissioner had verified the original agreements/contracts, original Bureau of Immigration letters and Powers of Attorney in relation to the other Applicants / Plaintiffs, further observing that although this Court had directed the filing of original agreements/contracts, passports, Continuous Discharge Certificates (CDCs), Seaman's book and wage statements in respect of crew members with their claims in the Suit, Bureau of Immigration letters evidencing sign off, Powers of Attorney, only photocopies of the passports and CDCs were submitted. The Applicant was directed to file appropriate Affidavit(s) to explain the variance from the order passed by this Court and as observed by the Commissioner.

5. On 28th November 2025, the Constituted Attorney of the Plaintiffs/Applicants filed his Additional Affidavit dated 18th November 2025. Vide the Additional Affidavit dated 18th November 2025 the Constituted Attorney of the Applicants/Plaintiffs explained that he had provided originals of the documents as mentioned in Order dated 2nd May 2025 for all the Applicants/Plaintiffs barring the passports and CDCs as the Applicants/Plaintiffs were on board and therefore their respective original passports were with them as they were required for immigration and customs clearance and the original CDCs were also with the Applicants/Plaintiffs as the same were required for the sign on and sign off from the vessel during the time they were onboard and in view thereof only photocopies of the Passports and CDCs of the Applicants/Plaintiffs were submitted before the Court Commissioner.

6. On 28th November, 2025 itself, the learned Counsel for the Applicant sought time to verify and examine the Additional Affidavit dated 18th November 2025 in relation to the compliance report of the Commissioner.

7. On 19th December 2025, learned Counsel for the Applicants/Plaintiffs submitted that she had verified the exhibits with the report submitted by the Commissioner and that all documents submitted to the Commissioner were in order except the comment on the certificate from the Bureau of Immigration which the learned Counsel submitted was a print out from the website of the DG Shipping.

8. Further, in order to address the discrepancies in the amounts, the learned Counsel for the Applicants/Plaintiffs sought amendment to the plaint and the Interim Application in accordance with the draft amendment tendered across the bar and for consequential amendments including substitution of the exhibit with respect to the particulars of claim. The amendments including substitution of the particulars of the claim were allowed to be carried out and have been duly carried out.

9. Pursuant to the Order dated 19th December, 2025 today when the matter is called out, Mr. Kamat, learned Counsel appearing for the Applicants/Plaintiffs submits that the amendment has been carried out in the plaint and the Interim Application and has summarized the Plaintiffs' claims as under:

Applicant/ Plaintiff No.	Name	Number of days on board on the vessel	Per month wages (Basic salary + allowance & benefits)(Rs.)	Principal Outstanding Wages (Rs.)
1.	Monirul Kaji	10.06.2019 to 28.02.2020 (worked 1 month extra after the filing of suit) i.e. 8 months (from July 2019 to February 2020) + 21 days (of June 2019)	Rs.10,090/- + Rs. 11,000/- = Rs. 21,090/-	Rs.1,83,483/-
2.	Mohd Anees	14.06.2019 to 28.02.2020 (worked 1 month extra after the filing of suit) i.e. 8 months (from July 2019 to February 2020) + 17 days of June 2019	Rs.10,725/- + Rs. 30,000/- = Rs.40,725/-	Rs. 3,48,878/-
3.	Sandeep Kumar	27.06.2019 to 24.01.2020 i.e. 6 months (from July 2019 to December 2019) + 28 days (4 days of June 2019 + 24 days of February 2020)	Rs.10,090/- + Rs.12,000/- = Rs.22,090/-	Rs. 1,53,157/-
4.	Akshay Kumar	10.07.2019 to 28.02.2020 (worked 1 month extra after the filing of suit) 7 months (from August 2019 to February 2020) + 22 days of June 2019	Rs.10,090/- + Rs.14,000/- =Rs. 24,090/-	Rs.1,86,296/-
5.	Asheesh D. Singh	22.07.2019 to 28.02.2020 (worked one month extra	Rs.16,340/- + Rs.35,000/- = Rs.51,340/-	Rs.3,76,493/-

		after filing of suit) 7 months (from August 2019 to February 2020) + 10 days of July 2019		
6.	Rahul Thottichalil Ramakrishnan	24.09.2019 to 05.06.2021 (worked one year four months and nine days extra after filing of suit) i.e. 20 months (from October 2019 to May 2021) + 12 days (7 days of September 2019 + 5 days of June 2021)	Rs.10,090/- + Rs.12,000/- = Rs. 22,090/-	Rs.4,50,636/-
Total Principal outstanding wages				Rs.16,98,943/-

10. Mr.Kamat, prays for prayer clause (a) to the Interim Application, however, submitting that he is not pressing for payment out viz. prayer clause (b) to the Interim Application.

11. As noted above, this Interim Application has been filed by the Applicants/Plaintiffs seeking summary judgment in favour of the Applicants/Plaintiffs against the sale proceeds of the Defendant No.1 vessel for a sum of Rs.16,98,943/- (Rupees Sixteen Lakhs Ninety Eight Thousand Nine Hundred and Forty Three 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 per the particulars of Claim (Exhibit-G).

12. The Plaintiffs have filed this Suit on 28th January 2020, seeking a decree toward the six Plaintiffs' outstanding wages for the services provided on board the Vessel M.V. Brahmaputra Dolphin which are now represented by the sale proceeds lying deposited with the Prothonotary & Senior Master. It is to be noted that the vessel MV Brahmaputra Dolphin was arrested vide an Order of this Court dated 28th October 2021 and subsequently sold vide an Order dated 13th September 2022 in Commercial Admiralty Suit No. 36 of 2022.

13. It is the case of the Applicants/Plaintiffs that there is no dispute in respect of the employment of the Applicants/Plaintiffs on board the Defendant Vessel or the salary/wages due to the Applicants/Plaintiffs for the same. The Seafarer's Employment Agreements between the six Applicants/Plaintiffs and the owner of the Vessel M V Brahmaputra Dolphin viz. Dolphin Offshore Shipping Limited have been signed and stamped by the AGM-Crewing of Dolphin Offshore Shipping Limited and mentions the Nature of Engagement, Basic Salary/Wages and Emoluments of the

Applicants/Plaintiffs. The Applicants/Plaintiffs have also produced the Original Articles of Agreements for Employment and the duly certified photocopies of the CDC and passports of the Applicants/Plaintiffs evidencing their sign on and sign off dates. The Applicants/Plaintiffs have also annexed email dated 06th January 2020 addressed by them to the Shipping Master, Nav Bhavan raising their grievances with respect to the non payment of wages and the dire conditions on board the vessel and have mentioned that the same had also been reported to the company via mail, telephone, sms and whatsapp but the crew manager and owners of the Vessel had not taken any action and therefore requested the Shipping Master to look into this matter.

14. The claims of the six Plaintiffs are maritime claim and a maritime lien under Section 4(1) (o) 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 clause (a).

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

16. In view of the above discussion, 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 and that the Applicants are therefore entitled to a summary judgment under Order XIII-A of the CPC.

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

“(a) that the Defendants jointly and/or severally be ordered, directed and decreed to pay to the Plaintiff Nos. 1 to 6 a sum of Rs.16,98,943/- (Rupees Sixteen Lakhs Ninety Eight Thousand Nine Hundred and Forty Three Only) being the outstanding wages payable to the Plaintiffs by the Defendants under their respective Employment Agreements along with interest thereon at the rate of 15% p.a. from the date of repatriation till payment/realisation, plus costs of Rs.5,00,000/- as per the Particulars of Claim (Exhibit G)”

18. Let there be a decree in favour of the Applicants/Plaintiffs against the sale proceeds of the Defendant Vessel viz. M.V Brahmaputra Dolphin in terms of prayer clause (a) of the Plaint which reads thus:

(a) that the Defendants jointly and/or severally be ordered, directed and decreed to pay to the Plaintiff Nos. 1 to 6 a sum of Rs.16,98,943/- (Rupees Sixteen Lakhs Ninety Eight Thousand

Nine Hundred and Forty Three Only) being the outstanding wages payable to the Plaintiffs by the Defendants under their respective Employment Agreements along with interest thereon at the rate of 15% p.a. from the date of repatriation till payment/realisation, plus costs of Rs.5,00,000/- as per the Particulars of Claim (Exhibit H)”

19. Drawn up decree is dispensed with. The Interim Application accordingly stands allowed and disposed as above.

20. The Suit is decreed but kept pending for payment out, for which the Applicants/Plaintiffs are at liberty to take out a separate application.

(ABHAY AHUJA, J.)