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

IN ITS COMMERCIAL DIVISION

INTERIM APPLICATION NO. 4276 OF 2025

IN

COMMERCIAL ADMIRALTY SUIT NO. 9 OF 2025

**MOHAMMED FAISAL MOHAMMED
IQBAL KHAN AND ANR)...APPLICANTS**

IN THE MATTER BETWEEN

**MOHAMMED FAISAL MOHAMMED
IQBAL KHAN AND ANR)...PLAINTIFF**

V/s.

**SALE PROCEEDS OF MV KAPTAN
HASAN ONAL)...DEFENDANT**

.....
Mr. Prathamesh Kamat alongwith Ms. Apurva Mehta (Pohonerkar), Ms.
Prachi Gharat and Mr. Shrijit Khande instructed by ANB Legal,
Advocate for the Applicants/Plaintiffs.

.....
CORAM : ABHAY AHUJA, J.
DATE : 16th JANUARY 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. Kaptan Hasan Onal formerly known as "M V Louis Pappas" there are no prospects of the Defendant being likely to succeed in defending the Suit.

2. Mr. Kamat submits that pursuant to order dated 14th November 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 two Plaintiffs claiming dues of their outstanding wages out of the sale proceeds of the Defendant Vessel M V Kaptan Hasan Onal 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 two Plaintiffs:

(i) Contract of Employment, 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) Powers 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 had submitted her report dated 16th December 2025 along with the compilation of documents produced by Advocate for the Plaintiffs and has after comparing the particulars of claim at Exhibit K of Interim Application and Exhibit J to the Plaint with the documents submitted, observed that the principal amount in respect of Plaintiff No.2 varies by 2 dollars and also observed that the Interim Application is filed by Plaintiff No.1 for himself and on behalf of Plaintiff No.2 in the capacity of constituted attorney of Plaintiff No.2, however, the power of attorney dated 20th December 2024 annexed to the said Interim Application is not duly notarized and does not bear the name of Plaintiff No.1 as agent of Plaintiff No.2, which was also observed in order dated 19th December 2025.

4. On 19th December, 2025 learned Counsel for the Applicants/Plaintiffs sought time take instructions with respect to the Power of Attorney of Plaintiff No.2.

5. Pursuant to the order dated 19th December 2025, today when the matter is called out, Mr. Prathamesh Kamat, learned Counsel, appearing for the Applicants/Plaintiffs tenders across the bar an

additional affidavit on behalf of the Applicant/Plaintiff No.2 in response to the observation of the Commissioner appointed by this Court with respect to the power of attorney of the Plaintiff No.2 and submits that in view of the said affidavit on behalf of the Applicant/Plaintiff No.2 ratifying, affirming and validating the Plaint and the Interim Application, the said discrepancy would stand resolved.

6. As regards the discrepancy of 2 dollars in the principal amount in respect of Plaintiff No.2's claim, Mr. Kamat submits that the final amount in the claim of USD 37,796.47 be treated as amount of claim.

7. As noted above, this 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 Vessel for principal sum of USD 31,300.94 along with interest thereon at the rate of 8% p.a. from date of repatriation of the Plaintiffs till 31st December 2024 amounting to USD 3995.53 aggregating to USD 35,296.47 and further interest at the rate of 8% p.a. on the principal claim amount USD 31,300.94/- from 1st January 2025 till payment/realization, plus costs of USD 2500/- aggregating to USD

37,796.47 as per Particulars of Claim (Exhibit J).

8. The Plaintiffs have filed this Suit on 09th January 2025 seeking a decree towards the two Plaintiffs' outstanding wages for the services provided on board the Vessel MV Kaptan Hasan Onal (IMO No. 9539559) which are now represented by the sale proceeds lying deposited with the Prothonotary & Senior Master. It is to be noted that the Vessel MV Kaptan Hasan Onal formerly known as MV Louis Pappas was arrested vide an Order of this Court dated 31st May 2023 and subsequently sold vide an Order dated 08th November 2023 in Commercial Admiralty Suit No. 14 of 2023.

9. The details of the amounts due to the Plaintiffs have been set out in Paragraph 4 of both, the Interim Application and the Plaint as under:

Applicant /Plaintiff No.	Name	Rank	Employment period and Unpaid Wages period	Principal Amount due (In USD)	Interest at the rate of 8% p.a.	Total Claim (Principal + Interest)
1.	Mohammed Faisal Mohammed Iqbal Khan	Master	06.01.2023 to 02.05.2023	19,516/-	2600.71	USD 22,116.71/-
2.	Omendra Singh Kaiya	Master	29.04.2023 to 07.07.2023	11,784.94/-	1394.82	USD 13,179.76/-

10. It is the case of the Applicants/Plaintiffs that there is no dispute in respect of the employment of the Applicant/Plaintiff Nos. 1 and 2 on board the Defendant Vessel or the salary/wages due to the Applicants/Plaintiffs for the same. The Contract of Employment of the Plaintiff No.1 has been duly signed and stamped by the owner/representative of Bramco Shipping Limited Marshall Islands and mentions the total remuneration per month as USD 5000. The CDC of the Plaintiff No.1 has been signed and stamped by the Master of the Vessel and the same evidences that the Plaintiff No.1 signed on the Defendant Vessel on 06th January 2023 and signed off the Vessel on 2nd May 2023. The Plaintiff No.1 has also produced his statement of account from 05th January 2023 to 19th December 2024 to confirm non-receipt of any payment from the owners/agents of the Defendant Vessel.

11. As regards the claim of the Plaintiff No.2, the Contract of Employment of the Plaintiff No.2 has been duly signed and stamped by the owner/representative of Bramco Shipping Limited Marshall Islands and mentions the total remuneration per month as USD 5000. It is observed that the CDC of the Plaintiff No.2 does not bear sign on and sign off stamp of the Defendant Vessel. Mr. Kamat submits that as has been stated in the Interim Application and the Plaint, on account of

demise of the Applicant/Plaintiff No.2's father, the Applicant requested the owners of the Defendant Vessel for emergency sign off on humanitarian grounds and accordingly the owner's representative sought permission from the owners by email dated 08th July 2023 (Exhibit H page 72). Mr. Kamat submits that as the Applicant/Plaintiff No.2 had to sign off on account of a family emergency, the Applicant/Plaintiff No.2 could not obtain Sign on/Sign off stamps on his CDC. Mr. Kamat submits that however, the passport of the Applicant/Plaintiff No.2 bears the sign on stamp dated 29th April 2023 and the sign off stamp dated 09th July 2023, confirming his employment on board the Defendant Vessel for the relevant period. Mr. Kamat also submits that Plaintiff No.2's employment on board the Vessel was also extended post arrest period, however, as he signed on in an emergency and did not serve on board at the time of verification of wages by the office of the Sheriff in January 2024, he has not received payment from the office of the Sheriff of Mumbai as Sheriff's expenses. Mr. Kamat, further submits that the Applicant/Plaintiff No.2 as Master of the Vessel had also acknowledged receipt of the warrant of arrest on board Defendant Vessel on 05th June 2023 which annexed as Exhibit A to the Interim Application. The Plaintiff No.2 has also produced his statement of account from 29th April 2023 till 09th July 2023 to confirm

non-receipt of any payment from the owners/agents of the Defendant Vessel.

12. The claims of the two 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).

13. 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.

14. Having perused the Interim Application for summary judgment and also the report of the Court Commissioner dated 16th December 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 and that the Applicants are therefore entitled to a summary judgment under Section XIII-A of the CPC.

15. In the circumstances, Interim Application is allowed in terms

of prayer clause (a) which reads thus:

“(a) That a Summary Decree be granted in favour of the Applicants/Plaintiffs for their Suit claim viz., that the Defendant be ordered, directed and decreed to pay to the Applicants/Plaintiffs the sum USD principal sum of 31,300.94 (United States Dollars Thirty One Thousand Three Hundred and Ninety-Four Cents Only) along with interest thereon at the rate of 8% p.a. from 3rd May 2023 and 10th July 2023 respectively till 31st December 2024 amounting to USD 3995.53 (United States Dollars Three Thousand Nine Hundred Ninety Five and Fifty Three Cents Only) aggregating to USD 35,296.47 (United States Dollars Thirty Five Thousand Two Hundred Ninety Six and Forty Seven Cents Only) and further interest on the principal claim amount USD 31,300.94/- (United States Dollars Thirty One Thousand Three Hundred and Ninety-Four Cents Only) from 1st January 2023 till payment/realization, plus cost of USD 2500 (United States Dollar Two Thousand Five Hundred Only), aggregating to 37,796.47 (United States Dollars Thirty Seven Thousand Seven Hundred Ninety Six and Forty Seven Cents Only) Applicant/Plaintiffs as per the Applicant/Plaintiff’s Particulars of Claim, **Exhibit K** hereto;”

16. Let there be a decree in favour of the Applicants/Plaintiffs against the sale proceeds of the Defendant Vessel viz. M V Kaptan Hasan Onal (IMO No. 9539559) in terms of prayer clause (a) of the Plaintiff which reads thus:

“(a) That the Plaintiffs’ Suit be decreed and the Defendant be ordered, directed to pay to Plaintiffs the sum of USD 31,300.94 along with interest thereon at the rate of 8% p.a. from date of repatriation of the Plaintiffs till 31st December 2024 amounting to USD 3995.53, aggregating to USD 35,296.47 and further interest at the rate of 8% p.a. on the principal claim amount USD 31,300.94/- from 1st January 2025 till payment/realization, plus costs of USD 2500/-,

aggregating to USD 37,796.47 Plaintiffs as per the Plaintiff's Particulars of Claim, Exhibit J hereto;"

17. 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.)