

IN THE SUPREME COURT OF BANGLADESH
HIGH COURT DIVISION
(ADMIRALTY JURISDICTION)

Present:

Mr. Justice Sikder Mahmudur Razi

ADMIRALTY SUIT NO. 92 of 2016.

IN THE MATTER OF:

Chittagong Dry Dock Limited

... Plaintiff.

VERSUS

***M.T. FADL-E-RABBI, IMO No. 9078177, Flag:
Panama, and others.***

... Defendants.

Mr. Mohiuddin Abdul Kadir, Adv. with

Ms. Zinia Amin, Adv. with

Mr. Noor Mohammad Mozumder Roni, Adv.

...For the plaintiff.

None appears

.... For the defendants.

Heard on: **10.02.2026**

And

Judgement on: **The 1st March, 2026**

1. The instant admiralty suit has been instituted by the plaintiff, Chittagong Dry Dock Limited, for recovery of unpaid ship-repair charges and dock/jetty charges in respect of the vessel M.T. FADL-E-RABBI (IMO No. 9078177), together with interest and costs.

2. The case of the plaintiff, as disclosed in the plaint, is that Chittagong Dry Dock Limited is an enterprise of Bangladesh Steel & Engineering Corporation providing dry docking and ship repair facilities to the vessels that call the Chattogram Port. By a letter dated 24.05.2016, the registered owner of the defendant vessel requested the plaintiff to provide dry-docking and repair services. The plaintiff accepted the request, confirmed

the schedule, and asked for advance payment while also notifying that dock/jetty charges would accrue at the rate of Tk. 5,00,000 per day. In response, the defendants paid a total sum of Tk. 10,00,000 by two pay orders as advance against the repair works.

The vessel was docked at the plaintiff's facility on 28.07.2016. An official work order dated 30.07.2016 was issued by the owner specifying the scope of work. The plaintiff carried out the repairs accordingly, and the vessel was undocked on 12.08.2016. Upon completion of the repairs, the plaintiff prepared work done certificates and a list of general services, which were duly signed by the Master and responsible officers of the vessel, thereby acknowledging that the works had been satisfactorily completed.

Thereafter, on 14.08.2016, the plaintiff issued a repair bill for USD 191,039.41, equivalent to Tk. 1,66,01,325.02. Despite repeated demands, the defendants failed to make payment of the said bill. Although, under the plaintiff's internal rules, payment is required before undocking, the plaintiff allowed the vessel to be undocked in order to mitigate further loss and operational difficulties. However, the vessel continued to remain tied up at the plaintiff's jetty, and the plaintiff notified that dock/jetty charges would accrue from 22.08.2016 onwards at the previously communicated daily rate.

The plaintiff claims dock/jetty charges for a period of 100 days up to 30.11.2016. It is further pleaded that the vessel was subsequently arrested

in another admiralty suit, giving rise to apprehension that the plaintiff's lawful dues might not be realized unless enforced through admiralty process. Accordingly, the present suit was filed seeking recovery of the repair bill and dock/jetty charges from the vessel *in rem* and from the defendants *in personam*.

3. Although defendant nos. 1 and 3 entered appearance in the suit, they neither filed any written statement nor contested the suit at subsequent stage.

4. The following issues have been framed in the instant suit:

1. *Whether the suit is maintainable under the Admiralty Jurisdiction of this Court?*

2. *Whether the plaintiff actually commenced docking and repair works to the defendant no. 1 vessel M.T. FADL-E-RABBI?*

3. *Whether the plaintiff raised invoices against their docking, repair works, and jetty charges?*

4. *Whether the defendants are liable to pay the plaintiff for docking and repair works to the defendant no. 1 vessel M.T. FADL-E-RABBI and also the jetty charges?*

5. *Whether the plaintiff had possessory lien over the vessel M.T. FADL-E-RABBI, when the causes of action arose?*

6. *Whether possessory lien of the plaintiff ranks over all other types of lien upon the vessel M.T. FADL-E-RABBI?*

5. In order to prove its case, the plaintiff examined three witnesses. PW-1, an Assistant Engineer of the plaintiff, proved the repair

engagement, docking and undocking of the vessel, completion of works, and the relevant documents including the work order, work-done certificates and repair bill and the documents produced by the said PW-1 was marked as Exhibit- 1 to 14. PW-2, the Legal Officer corroborated PW-1 as well as proved the institution of the suit, the plaintiff's entitlement to recover its dues through admiralty proceedings, and the authorizations under which the suit was conducted. The documents produced by the said PW-2 was marked as Exhibit 15 and 16. PW-3, the Accounts Officer also corroborated PW-1 & 2 as well as, proved the computation of the outstanding dues, including the advance received and the net amount payable. Their evidence appears to be consistent, cogent, and supported by contemporaneous documents. No contrary evidence has been produced by the defendants.

5.1. The exhibited documents are Official nomination of witnesses of the Plaintiff dated 02.02.2021 (Ext-1), Drydocking/repair request schedule of M.T. Fadh-E-Rabbi dated 24.05.2016 (Ext-2), Drydocking schedule of M.T. Fadh-E-Rabbi dated 28.06.2016 (Ext-3), Drydocking schedule of M.T. Fadh-E-Rabbi dated 12.07.2016 (Ext-4), Letter issued by Eden Line dated 29.06.2016 along with a copy of a Pay Order (Ext-5), Letter issued by Eden Line dated 25.07.2016 along with a copy of a pay order & Inter-departmental note dated 26.07.2016 (Ext-6), Work Order dated 28.07.2016 (Ext-7), Letter issued by Eden Line dated 30.07.2016 appointing Chittagong Dry Dock Ltd to do certain job for the vessel (Ext-8), Memo issued for undocking of the vessel (Ext- 9), List of General Services

provided to the vessel (Ext-10), Work Done Certificate (Ext-11), Bill for Dry Docking Repair (Ext-12), Reminder for bill payment dated 26.08.2016 (Ext- 13), Breakdown of the total Bill (Ext-14), 2 Letter of Authorizations (Ext- 15 & 16) .

6. The learned advocate for the plaintiff, taking us through the plaint and other materials on record, submitted that the plaintiff carried out repair works and docking of the vessel M.T. Fadh-E-Rabbi, maintained a possessory lien on the vessel against their outstanding dues, and was in the position of a bailee. The learned advocate further submitted that the bill amount for the services provided was never disputed, but rather admitted, and therefore, in law as well as in fact, the plaintiff is entitled to the decree as prayed for.

7. Upon careful consideration of the pleadings, the oral evidence of PW-1, PW-2 and PW-3, and the materials on record, this Court finds that the plaintiff has been able to prove that the repairs were duly ordered and performed, that the works were accepted by the vessel's officers, and that the repair bill remains unpaid. The advance payment of Tk. 10,00,000/- has been correctly credited. The evidence further establishes that the vessel continued to occupy the plaintiff's jetty after completion of repairs and that dock/jetty charges accrued as claimed up to 30.11.2016.

8. A claim for ship repairs and dock or jetty charges is a maritime claim squarely falling within the admiralty jurisdiction of this Court particularly under Section 3(2)(m) of the Admiralty Court Act, 2000. The

suit, as framed, is therefore maintainable both as an action *in rem* against the vessel and as an action *in personam* against the defendants. The plaintiff has also discharged its burden of proof on the balance of probabilities, which is the standard applicable in civil proceedings.

8.1. As regards the quantum, the plaintiff has proved a repair bill amounting to Tk.1,66,01,325.00 and dock/jetty charges amounting to Tk.5,00,00,000.00 for 100 days, making a total of Tk. 6,66,01,325.00. After deducting the admitted advance of Tk. 10,00,000.00, the net outstanding amount comes to Tk. 6,56,01,325.00, which this Court finds to be duly proved.

8.2 Admittedly, the plaintiff Chattogram Dry Dock Limited carried out repair works and docking of the vessel. A Dry Dock facility when taking possession of a vessel for repairs or maintenance, operates in the capacity of a bailee for reward. Section 170 of the Contract Act, 1872 runs as follows;

*170. **Bailee's Particular Lien:** Where the bailee has, in accordance with the purpose of the bailment, rendered any service involving the exercise of labour or skill in respect of the goods bailed, he has, in the absence of a contract to the contrary, a right to retain such goods until he receives due remuneration for the service he has rendered in respect of them.*

Therefore, the plaintiff had possessory lien over the vessel M.T. FADL-E-RABBI, when the causes of action arose.

9. Accordingly, all the issues except issue no. 6 are hereby decided in favour of the plaintiff. Further, the plaintiff prayed for interest at the rate of 20% per annum. However, no contractual or statutory basis for such rate has been proved. In the absence of any agreed rate of interest, the Court is required to award interest at a reasonable rate. Considering the commercial nature of the transaction and the prolonged non-payment of a proved debt, this Court is of the view that interest at the rate of 6% would meet the ends of justice.

10. In view of the foregoing reasons, the suit is decreed in favour of the plaintiff. The plaintiff shall recover a sum of Tk. 6,56,01,325.00 from the defendants, jointly and severally, and from the defendant vessel *in rem*. The plaintiff is awarded *pendente lite* interest at the rate of 6% per annum from the date of filing of the suit until realization.

11. The decretal amount shall be satisfied out of the sale proceeds of the defendant vessel lying with the Marshal of this Court, subject to lawful priorities and competing claims.

12. The suit is thus decreed. The court fee paid is sufficient. However, there shall be no order as to cost.

(Sikder Mahmudur Razi, J:)