

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

Admiralty Suit No. 72 of 2017

Md. Meinul Hossen and others

Plaintiffs

-Versus-

M.T. FADL-E-RABBI and others

Defendants

Mr. Abu Bakar Siddique, Advocate

...For the plaintiffs

None

... For the defendants

Heard on: 25.02.2025 and 30.04.2025

Judgment on: 07.05.2025

Present:

Mr. Justice Zafar Ahmed

This is a suit in *rem* against the defendant No. 1 vessel M.T. FADL-E-RABBI and in *personam* against the owners of the vessel, Managers/Operators of the vessel and others for a decree for USD 1,42,844.99 equivalent to BDT 1,15,70,444.19 (calculated @ 1 USD =81 BDT) against the principal defendants jointly and severally which includes the arrear salary, wages and other allowances of the plaintiffs.

Plaintiffs are Bangladeshi Nationals and were the employees of the defendant No. 1 vessel M.T. FADL-E-RABBI, IMO No. 9078177, Flag: Panama (hereinafter referred to as the ‘defendant vessel’).

Plaintiff No. 1 was the Chief Officer, plaintiff No. 2 was the Third Officer, plaintiff No. 3 was the Third Engineer, plaintiff No. 4 was the Junior Electrician, plaintiff No. 5 was the Junior Officer, plaintiff No. 6 was the Deck Cadet, plaintiff No. 7 was the Cook and plaintiff No. 8 was the Engine Fitter of the defendant vessel.

Defendant No. 1 is the vessel M.T. FADL-E-RABBI. Defendant No. 2 is the owners and parties interested in the vessel, defendant No. 3 is Eden Line Limited who is the registered owner of defendant No. 1 vessel, defendant No. 4 is Panam Ship Management Ltd. who is the ICM Manager of the defendant No. 1 vessel, and defendant No. 5 is ED Tankers Limited who is the local agent of the defendant No. 1 vessel. Proforma defendant Nos. 6-10 have been impleaded in the suit to give effect to the orders of this Court passed from time to time in connection with the suit.

It is stated in the plaint that all the plaintiffs signed the Seafarer Employment Agreement which is the common contract for all crews. The agreement contains the terms and conditions of service, including the rate of wages on board the defendant No. 1 vessel.

Names, designation, date of joining, date of sign off, duration of service, monthly salary and total dues of the unpaid wages of the plaintiffs are as follows:

Sl	Names of the Crews	Designation	Date of Joining	Date of Sign Off	Duration of Service	Monthly Salary in US\$	Total Dues in US\$	dues in BDT @ 1 USD=81 BDT (at the time of filing suit)
1	Md. Mienul Hossen	Chief Officer	07.02.2017	03.12.2017	9 months 26 days= (9x30+26) 296 days	5,500/month (5,500÷30) 183.333/day	(183.333x296)= 54,266.66	43,95,520.08
2	Mohammad Shahedur Rahman	Third Officer	08.02.2017	21.03.2018	13 Months 13 days (13x30+13) 403 days	1000/Month (1000÷30) 33.33 day	(33.33x403)= 13,431.99	10,87,991.19
3	Md. Ahsan Habib	Third Engineer	08.02.2017	03.12.2017	9 months 25 days (9x30+25) 295 days	2500/Month (2500÷30) 83.33 day	(83.33x295)= 24,582.35	19,91,170.35
4	Mohammad Safiqul Islam	Jr. Electrician	22.02.2017	21.03.2018	12 months 27 days (12x30+27) 387 days	700/month (700÷30) 23.33 day	(23.33x387) 9,028.71	7,31,325.51
5	Mohammad Bahauddin	Jr. Officer	08.02.2017	03.12.2017	9 months 25 days (9x30+25) 295 days	500/month (500÷30) 16.66 day	(295 X 16.66) 4,914.70	3,98,090.70
6	Md. Taudidul Islam	Deck Cadet (in addition head of laundry/sqz)	03.03.2017	21.03.2018	12 months 18 days (12x30+18) 378 days	200+60= 260/month. 8.66/ day	(378 X 8.66) 3,273.48	2,65,151.88
7	Bikash Das	Cook	03.03.2017	21.03.2018	12 months 18 days (12x30+18) 378 days	800/month (800÷30) 26.66 day	(378 X 26.66) 10,077.48	8,16,275.88
8	Bappa Shil	Engine Fitter (in addition head of scavenge cleaning)	22.02.2017	21.03.2018	12months 27 days- (12x30+27) 387 days	200+62.50= 262.50/ month (262.5÷30) 8.75 day	(387 X 8.75) 3,386.25	2,74,286.25
Grand Total							1,22,961.62 (USD)	99,59,811.84 (BDT)

It is further stated in the plaint that in addition to the above mentioned monthly wages, the plaintiffs are also entitled to food and clean quarters, medical treatment and repatriation expense as per laws and regulations laid down by International Labour Organization (ILO) and Maritime Labour Convention, 2006. Plaintiffs rendered services to the satisfaction of all concerned during the duration of their respective services. As per the terms and conditions of the Seafarer Employment Agreement, payment of wages of the employees are to be commenced from the date of joining on the vessel and all Seafarers are to be paid for their work regularly and in full in accordance with their employment agreements on monthly basis.

It is further stated that the principal defendants failed to settle the claims of the plaintiffs despite repeated requests, reminders and demands and they did not take any step to settle the claim. The plaintiffs, under the circumstances, were compelled to file the admiralty suit for recovery of their claim which is liable to be paid by the defendants jointly and severally.

It is further stated that the claims of the plaintiffs being claims of seamen's wages earned by them on board the defendant No. 1 vessel are maritime liens and enforceable under the Admiralty Jurisdiction of this Court.

None of the defendants has entered appearance in the suit. The following issues were framed on 05.11.2020:

1. Whether this suit is maintainable in its present form and nature.
2. Whether there is any cause of action against the defendants.
3. Whether the plaintiff is entitled to get the relief prayed for.
4. Whether the plaintiff is entitled to get any other relief(s) in this suit.
5. Whether the plaintiff is entitled to a decree for payment as prayed for.

The plaintiffs examined two witnesses. PW1 is Md. Meinul Hossen (plaintiff No. 1) and PW2 is Md. Tauhidul Islam (plaintiff No. 6). Document tendered in evidence by PW1 were marked as exhibit Nos. 1-34. PW2 did not produce any document before the Court. Plaintiff No. 1 (PW1) signed and verified the plaint on his behalf and on behalf of plaintiff Nos. 2-8 as constituted attorney.

PW1 stated that he is plaintiff No. 1 and constituted attorney of the plaintiff Nos. 2-8 of the suit. On 13.11.2017, plaintiff Nos. 2-8 executed a power of attorney empowering him to act on their behalf in the instant suit. PW1 produced the powers-of-attorney [**ext. 1**] and proved his signature contained therein [**ext. 1(a)**].

PW1 further stated that they filed the instant admiralty suit against the vessel M.T. FADL-E-RABBI for recovery of due wages and compensation amounting to USD 1,42,844.99 equivalent to BDT 1,15,70,444.19 (calculated @ BDT 81). The principal defendants did

not pay their due wages and hence, they were bound to file the instant admiralty suit to recover their due wages.

PW1 further deposed that the shipowners appointed him as the Chief Officer of the vessel. On 07.02.2017, the local agent of the shipowner issued a letter to the Shipping Master, Chattogram requesting for signing on and issuance of immigration letter in favour of 4 candidates [plaintiff Nos. 1-3 and 5] on the vessel including the PW1 [ext. 2, 7, 12, 19]. Thereafter, on 07.02.2017, PW1 joined the vessel, vide the letter issued by the Shipping Master, Chattogram [ext. 3]. His joining on 07.02.2017 is also proved by the copy of his seaman's discharge book No. C/O/5221 [ext. 4]. PW1 produced his seafarer's identity card [ext. 5] and his statement of wages account [ext. 6].

PW1 further stated that he had served the vessel for 9 months 26 days. His monthly salary was USD 5,500. He had signed off from the vessel on 03.12.2017. His total earned salary is USD 54,083.33 equivalent to BDT 43,80,749.73.

PW1 further stated that plaintiff No. 2 had joined the vessel on 07.02.2017 as Third Officer, vide the letter dated 07.02.2017 issued by the Shipping Master, Chattogram [ext. 8]. He had signed off from the vessel on 21.03.2018. He had served the vessel for 13 months 14 days. His monthly salary was USD 1,000. His total dues is USD 13,400.00 equivalent to BDT 10,85,400. PW1 produced plaintiff No.

2's seaman's discharge book No. C/O/7455 [ext. 9], seafarer identity card [ext. 10] and his (plaintiff No. 2) wages account statement [ext. 11].

PW1 further stated that plaintiff No. 3 had joined vessel on 07.02.2017 as Third Engineer, vide letter dated 07.02.2017 issued by the Shipping Master, Chattogram [ext. 13]. He had signed off from the vessel on 03.12.2017. He had served the vessel for 9 months 25 days. His monthly salary was USD 2500. Accordingly, his total dues is USD 24,500.00 equivalent to BDT 19,84,500. PW1 produced plaintiff No. 3's seaman's discharge book No. C/O/6375 [ext. 14] and wages account statement [ext. 15].

PW1 further stated that plaintiff No. 4 was appointed as Junior Electrician of the vessel M.T. FADL-E-RABBI on 20.02.2017 and he joined the vessel on 20.02.2017, vide letter issued by the Shipping Master, Chattogram [ext. 16]. He signed off from the vessel on 21.03.2018. He had served the vessel for 13 months. His monthly salary was USD 700. Accordingly, his total dues is USD 9,053.33 equivalent to BDT 7,33,319.73. PW1 produced plaintiff No. 4's seaman's discharge book No. T/31656 [ext. 17] and his wages account statement [ext. 18].

PW1 further stated that plaintiff No. 5 had joined the vessel on 07.02.2017 as Junior Officer, vide letter dated 07.02.2017 issued by the Shipping Master, Chattogram [ext. 20]. He signed off from the

vessel on 03.12.2017. He had served the vessel for 9 months 25 days. His monthly salary was USD 500. Accordingly, his total dues is USD 4,900.00 equivalent to BDT 3,96,900. PW1 produced plaintiff No. 5's seaman's discharge book No. C/O/7211 [ext. 21], Bangladeshi seafarer identity card [ext. 22] and his wages account statement [ext. 23].

PW1 further stated that plaintiff No. 6 was appointed as Deck Cadet of the vessel M.T. FADL-E-RABBI. On 02.03.2017, the local agent of the shipowner issued a letter to the Shipping Master, Chattogram requesting for signing on and issuance of immigration letter in favour of 2 candidates (plaintiff Nos. 6 and 7) on the vessel [ext. 24 and 32]. He was assigned/appointed by the shipowner/master as the head of laundry in addition to his regular functions. Plaintiff No. 6 joined the vessel on 02.03.2017 and signed off from the vessel on 21.03.2018. Accordingly, he had served the vessel for 12 months 18 days at the rate of USD 260 per month. His total dues is USD 3,313.33 equivalent to BDT 2,68,379.73. PW1 produced plaintiff No. 6's seaman's discharge book No. C/O/9073 [ext. 25], Bangladeshi seafarer identity card [ext. 26] and his wages account statement [ext. 27].

PW1 further stated that plaintiff No. 7 Mr. Bikash Das (wrongly mentioned as plaintiff No. 8) was appointed as cook of the vessel M.T. FADL-E-RABBI. He joined the vessel on 02.03.2017 and

signed off from the vessel on 21.03.2018. Accordingly, he had served the vessel for 12 months 18 days at the rate of USD 800 per month. His total dues is USD 10,133.33 equivalent to BDT 8,20,799.73. PW1 produced plaintiff No. 7's seaman's discharge book No. T/31387 [**ext. 33**] and his wages account statement [**ext. 34**].

PW1 further stated that plaintiff No. 8 Mr. Bappa Shil (wrongly mentioned as plaintiff No. 7) was appointed as Engine Fitter of the vessel M.T. FADL-E-RABBI and joined the vessel on 20.02.2017, vide letter issued by the Shipping Master, Chattogram [**ext. 28**]. He was assigned/appointed by the shipowner/master as the head of scavenge cleaning in addition to his regular functions. He signed off from the vessel on 21.03.2018. Accordingly, he had served the vessel for 13 months at the rate of USD 262.5 per months. His total dues is USD 3,461.67 equivalent to BDT 2,80,395.27. PW1 produced plaintiff No. 8's seaman's discharge book No. T/31441 [**ext. 29**], Bangladeshi seafarer identity card [**ext. 30**] and his wages account statement [**ext. 31**].

PW2 is the plaintiff No. 6. In his deposition, PW2 corroborated the statements made by PW1. PW2 described the procedure regarding signing in and signing off a crew member in Bangladesh. PW2 stated that in Bangladesh, every crew member has to bear a Continuous Discharge Book (CDC) wherein his engagement date and place and discharging date and place along with the post of the crew is

contained. Whenever a crew member is signed in and signed off, the same is endorsed by Shipping Master by his official seal and signature and this is the conclusive proof of engagement of a crew member in any vessel.

The plaintiffs are the crew members of the vessel M.T FADL-E RABBI and their claim being related to the wages and other allowances for rendering services to the vessel M.T. FADL-E RABBI the suit comes under the provisions of Section 3(2)(n) of the Admiralty Court Act, 2000 and is maintainable in its present form under Section 3(2)(n) of the Admiralty Court Act, 2000.

The claim of the plaintiffs, it may be mentioned, is also governed by Sections 477 and 479 of the Bangladesh Merchant Shipping Ordinance, 1983 which are reproduced below:

"Section 477: Seaman's lien for wages, etc-(1) Seaman shall have a lien on the ship, and shall not by any agreement forfeit his lien on the ship, or be deprived of any remedy for the recovery of his wages to which in the absence of the agreement he would be entitled, and shall not by any agreement abandon his right to wages in case of the loss of the ship or abandon any right that he may have or obtain in the nature of salvage, and every stipulation in any agreement inconsistent with any provisions of this Ordinance shall be void.

"Section 479. Priorities-The seaman's lien under Section 477 shall have precedence over all other liens or charges on the ship, and the

master's lien under section 478 shall have precedence likewise except over that of a seaman."

Heard Mr. Abu Bakar Siddique, learned Counsel appearing on behalf of the plaintiffs and perused the deposition and documents exhibited. It appears from the plaint, deposition of witnesses and the documents exhibited that the plaintiffs being the crew members of the vessel are entitled to their salary/wages and other allowances as per the respective employment contracts. PW1 and PW2 in their testimonies supported the plaintiffs' case as averred in the plaint. I have no hesitation to hold that the plaintiffs have proved their claims.

I note that plaintiffs' claim for USD 1,42,844.99 equivalent to BDT 1,15,70,449.19 (1 USD = BDT 81) is based on the amount of actual unpaid wages plus interest accrued thereon. The claim as to interest is not supported by statute or the relevant contracts of employment. Hence, plaintiffs are not entitled to interest accrued on the amount of total unpaid wages. They are entitled to the actual amount of unpaid wages which is USD 1,22,961.62 equivalent to 99,59,811.84 (1 USD = BDT 81).

Since this is an action in *rem* as well as in *personam* the plaintiffs are entitled to recover the decretal dues from the sale proceeds of the defendant No. 1 vessel M.T. FADL-E RABBI, and/or from the owners of the vessel and/or from the operating agents of the

vessel being defendant Nos. 1-5 who are directly liable to the plaintiffs under the contract.

In the result, the plaintiffs succeed in part.

Hence, it is ordered that the suit is decreed in part in favour of the plaintiffs and *ex parte* against the defendants for an amount of BDT 99,59,811.84 equivalent to USD 1,22,961.62 with costs and also interest at the rate of 10% per annum from the date of the decree till realization of the decretal dues.

The plaintiffs are entitled to recover BDT 99,59,811.84 equivalent to USD 1,22,961.62 (1 USD = BDT 81) with costs, and also interest at the rate of 10% per annum from the date of the decree till realization of the decretal dues.