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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 4951 OF 2008

Sitara Shipping Ltd.

...Petitioner

Versus

1. Sukhdev Singh Kaushal
(deceased through legal heirs)
1A Surindra Rani
1B Shiv Karan Singh
1C Gurpreet Kaushal
1D Monika

2. State of Maharashtra

...Respondents

Mr. Manoj Khatri a/w. Kavya Banerjee for the Petitioner.
Mr. Subhash Bhalwal a/w Ms. Usha Singh and Mr. Pritesh Haridas
Bodekar i/b Vyas Bhalwal for Respondent No.1.
Ms. Pratibha J. Gavhane, AGP for Respondent No.2/State.

CORAM : M.M. SATHAYE, J.

DATE : 12th OCTOBER, 2026

P.C. :

1. Heard learned counsel for the parties.
2. The Petitioner, which is a shipping company, is challenging the order dated 26.07.2007 passed by the Metropolitan Magistrate, 16th Court at Ballard Pier, Mumbai. By the said impugned order, the concerned Magistrate has allowed case bearing No.2/M/2003 filed by Respondent No.1 under Sections 141 and 145 of the Merchant Shipping Act, 1958 ('the said Act', for short), thereby allowing the application of Respondent No. 1 and directing the Petitioner to pay

Rs.4,62,000/- to Respondent No. 1 with interest @18% per annum from the date of application till realization.

3. Respondent No. 1 filed Sea-man Application under Section 141 and 145 of the said Act contending *inter alia* as under. That on or about 30.12.1997 he was employed by the Petitioner to work as a Chief Engineer to join the tug of the Petitioner at Bombay for remuneration of Rs.1800/- per day. That the Petitioner asked for passport of Respondent No. 1 which was given. That on or about 11.02.1998 the Petitioner instructed Respondent No. 1 to join the vessel called SWISSCO which was subsequently named as HAYTUTY flying Panama flag at monthly salary of US dollars 1800/- per month which he joined. On 11.02.1998, he was handed over and explained the engineering/electrical defects by the outgoing Chief Engineer (Mr. Tiwari) of vessel HAYTUTY. That in his capacity as Chief Engineer of vessel HAYTUTY, he received from and delivered to several marine vessels, several metric tones of diesel, hydraulic oil, marine gas oil, lube oil, gear oil, fuel oil etc. That on 09.04.1998, the Petitioner instructed Respondent No. 1 to join another vessel LEROS flying the Panama Flag. That the Petitioner made air travel arrangement for Respondent No. 1 from Bombay to Ahmedabad and accordingly Respondent No. 1 joined the said vessel LEROS on or about 10.04.1998. That the said vessel LEROS towed the platform construed by Larsen & Toubro Limited from Jaffarbad to Jamnagar during the period of 11.04.1998 to 16.04.1998 and subsequently, was brought to Mumbai and anchored at Mumbai on 19.04.1998. On this vessel also, Respondent No. 1 received several metric tons of diesel oil from another tug. That on persistent requests, draft appointment

letter was handed over to Respondent No.1; however, the draft was not approved and on 22.04.1998, Respondent No. 1 was driven out/forced out of vessel LEROS thereby illegally terminating his service.

4. The Petitioner filed reply contesting the claim on merits raising various defence.

5. Respondent No. 1 examined himself who was cross-examined and the Managing Director of the Petitioner company also examined himself, who was cross-examined before the Magistrate. Documentary evidence was produced.

6. The learned Magistrate, on appreciation of evidence has passed the impugned order as explained above.

7. In these circumstances, the petition was filed which was admitted on 20.07.2009 and the Petitioner was directed to deposit certain amount directing that if the amount is not deposited, the petition shall stand dismissed. The Petitioner filed Letters Patent Appeal No. 182 of 2009 challenging the said order; however, by order dated 04.11.2009, though the Letters Patent Appeal was admitted, on modified condition of deposit of 50% of the amount, stay was granted. It is not disputed that the said 50% amount is deposited by the Petitioner in this Court. Respondent No.1 expired during pendency of petition and his legal heirs are brought on record.

8. Learned counsel for the Petitioner submitted that Respondent No. 1 could not have been appointed because he himself has

admitted in cross-examination that he left the Indian Navy on 02.08.1998. He further relied on the copy of letters dated 30.12.1997 and 31.03.1998 relied upon by Respondent No. 1, to contend that both the letters clearly state that the remuneration is payable directly by the principal and that the Petitioner company was only acting as agent of the disclosed principal. He submitted that therefore the Petitioner cannot be held liable. He further submitted that under Section 141 of the said Act, only in case of termination of service by wreck, illness, loss or abandonment of the ship or by reason of a seaman being left on the shore at any place outside of India due to his unfitness or inability to proceed on voyage, wages can be claimed, which is not the present case. He submitted that no agreements are produced by Respondent No. 1 in support of his claim of being employed as sea-man. He submitted that fatal admission is given by Respondent No. 1 about not being seaman, ought to have been considered.

9. On the other hand, learned counsel for Respondent No. 1 has supported the impugned order contending *inter alia* that under Section 143 of the said Act, even the agent is liable to pay. He further submitted that the Magistrate has exercised summary power to grant compensation on the basis of available material on the record which does not require any interference in the limited jurisdiction.

10. I have considered the rival submissions and perused the record.

11. At the outset, it is necessary to note that the application was filed under Sections 141 and 145 both of said Act. Section 145 of the said Act provides for summary proceedings for wages. It is provided

that where a seaman or apprentice, as soon as any wages due to him become payable, apply to the concerned Magistrate, the said case shall be tried in summary way and order made in that behalf by the Magistrate is final.

12. It is clear from the case pleaded by Respondent No. 1 (as explained above) that he was sent to a tug of the Petitioner company as well as on two other vessels namely HAYTUTY and LEROS. It appears that there was disagreement over the draft of appointment letter and in the interregnum from 30.12.1997 till 21.04.1998 Respondent No. 1 worked on said tug and said two vessels.

13. It is settled position of law that the oral evidence as well as cross-examination has to be read as a whole and a solitary sentence of admission which is not fatal, cannot deter the Court from considering overall evidence. In any case, the question as to till what date Respondent No. 1 was employed in Navy and whether that would act as a bar for Respondent No. 1 working for other vessels, is not a question to be decided. Therefore, stray admission of Respondent No. 1 that he left Navy on 02.08.1998 will have no material bearing on the issue at hand.

14. With the assistance of the learned counsel for the parties, I have gone through the oral evidence. The witness for the Petitioner company (Managing Director) in his cross-examination has admitted that he had issued appointment letter dated 30.12.1997 to Respondent No. 1. He has further admitted letter dated 05.04.1998 bearing No.A20 is in respect of 100 litres of gear oil transferred from HAYTUTY to LEROS and one portable pump and discharge hoses by

Respondent No. 1 in HAYTUTY and received by Chief Engineer of LEROS. He has also admitted that as per letter of Senior Inspector of Police, Seaport Branch, SB-II, CID, Greater Mumbai, the passport of Respondent No. 1 was signed on and signed off through the Petitioner company. The copy of said letter issued by Senior Inspector of Police, is also produced on record along with a sheet of record showing the name of Respondent No. 1 with dates. Overall, the Respondent No. 1 seems to have worked for the concerned period, at the instance of Petitioner appointing him as agent, for which wages fell due and he was not paid.

15. In the aforesaid facts and circumstances, after considering the nature of dispute and the scope of trial as provided under Section 145 of the said Act, the summary inquiry conducted by the Magistrate and the conclusion reached, appears to have taken the most probable view. No perversity is found in the impugned order.

16. In that view of the matter, this is not a fit case to interfere in writ jurisdiction. **Writ petition is therefore dismissed.** Rule is discharged. No order as to costs.

17. Respondent Nos. 1A to 1D are jointly at liberty to withdraw the amount which is deposited by the Petitioner in this Court, along with accrued interest if any.

18. All concerned to act on duly authenticated or digitally signed QR verifiable copy of this order.

(M.M. SATHAYE, J.)