



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on
Pronounced on

31.08.2026
.09.2026

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THE HON'BLE MR JUSTICE P. VELMURUGAN

AND

THE HON'BLE MR.JUSTICE GK.MUTHUKUMAAR

OSA No. 128 of 2021

M/s. Tangar Ship Management Pvt Ltd.,
No.209, 2nd Floor, Concorde Premises, Sector 11,
CBD Belapur,
Navi Mumbai 400 614.

..Appellant(s)

Vs.

1. Mathivanan
S/o. Mr. Dhanapal,
Currently Residing At No.17/18,
Kalyanasundaram St,
Saraswathi Nagar, Selayur, Chennai 73.

Formerly Employed On Board The Vessel
M V SEA JAL ONE
Now Lying At The Port Of Tuticorin
Tamil Nadu, India .

... R1 / Plaintiff

2. Owners And Parties Interested
In the Vessel M V SEA JAL ONE
Now Lying At
The Port Of Tuticorin
and is represented by its Master.

... R2 / Defendant

3. A. Ramesh Kumar
Rep By Letter Of Authority Holder
Mr. Shyamvir Singh
Director Of Tangar Ship Management Pvt Ltd.,



No.209 2nd Floor, Concorde Premises,
Sector 11, Cbd, Belapur,
Navi Mumbai 400 614.

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4. Gautam Behera
Rep By Letter Of Authority Holder
Mr. Shyamvir Singh
Director Of Tangar Ship Management Pvt Ltd.,
No.209 2nd Floor, Concorde Premises,
Sector 11, Cbd, Belapur,
Navi Mumbai 400 614.
5. Mohammad Ajmal
Rep By Letter Of Authority Holder
Mr. Shyamvir Singh
Director Of Tangar Ship Management Pvt Ltd.,
No.209 2nd Floor, Concorde Premises,
Sector 11, Cbd, Belapur,
Navi Mumbai 400 614.
6. Lalan Kumar Yadav
Rep By Letter Of Authority Holder
Mr. Shyamvir Singh Director Of Tangar Ship Management Pvt Ltd.,
No.209 2nd Floor, Concorde Premises,
Sector 11, Cbd, Belapur,
Navi Mumbai 400 614.
7. Yogesh Kumar
Rep By Letter Of Authority Holder
Mr. Shyamvir Singh Director Of Tangar Ship Management Pvt Ltd.,
No.209 2nd Floor, Concorde Premises,
Sector 11, Cbd, Belapur,
Navi Mumbai 400 614.
8. Jitendra Kumar
Rep By Letter Of Authority Holder
Mr. Shyamvir Singh Director Of Tangar Ship Management Pvt Ltd.,
No.209 2nd Floor, Concorde Premises, Sector 11,
Cbd, Belapur, Navi Mumbai 400 614.
9. Pushpendra Kumar
Rep By Letter Of Authority Holder
Mr. Shyamvir Singh



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Director Of Tangar Ship Management Pvt Ltd.,
No.209 2nd Floor, Concorde Premises,
Sector 11, Cbd, Belapur,
Navi Mumbai 400 614.

10. Abishek Mulchand Tiwari
Rep By Letter Of Authority Holder
Mr. Shyamvir Singh
Director Of Tangar Ship Management Pvt Ltd.,
No.209 2nd Floor, Concorde Premises,
Sector 11, Cbd, Belapur,
Navi Mumbai 400 614.
11. Kamaljeet Singh
Rep By Letter Of Authority Holder
Mr. Shyamvir Singh
Director Of Tangar Ship Management Pvt Ltd.,
No.209 2nd Floor, Concorde Premises, Sector 11,
Cbd, Belapur,
Navi Mumbai 400 614.
12. Mukesh Sharma
Rep By Letter Of Authority Holder
Mr. Shyamvir Singh
Director Of Tangar Ship Management Pvt Ltd.,
No.209 2nd Floor, Concorde Premises,
Sector 11, Cbd,
Belapur,
Navi Mumbai 400 614.

... Respondents 3 to 12

Original Side Appeal is filed under Clause 15 of Letters Patent read with Order XXXVI (1) of O.S.Rules, to set aside the Impugned Order dated 04.12.2020 in A.No.216 of 2020 in C.S. No.210 of 2019 on the file of this Court on this Original side insofar it relates to the appellant's Maritime claim.



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OSA No. 128 of 2



For Appellant(s): Mr.S.Vasudevan

For Respondent(s): Mr.P.Muthusamy for R1
No appearance for R5

Dismissed for default against R2 to R4
vide order dated 17.08.2026.

JUDGMENT

(Judgment of the Court was delivered by P.Velmurugan J.)

This appeal is preferred to set aside the order passed by the learned Single Judge dated 04.12.2020 made in A.No.216 of 2020 in C.S. No.210 of 2019 on the file of this Court.

2. The first respondent is the plaintiff who had filed an Admiralty Suit in C.S.No.210 of 2019 and the second respondent is the defendant in that suit who remained *ex parte*. The suit in C.S.No.210 of 2019 is filed against the defendant for a sum of US \$14,833.00 equivalent to INR 10,24,633/- (Calculated @ 1US \$ = Rs.68.09) from the Defendant Vessel M.V.SEA JAL ONE, to arrest and sale of the defendant Vessel M.V. SEA JAL ONE and to adjust the sale proceeds of the defendant Vessel against the suit claim. In that suit, the appellant herein, along with other intervenors, had filed an application in A.No.216 of 2020 seeking to intervene in the proceedings as persons



interested in the defendant vessel and also in sale proceeds, to declare and determine that a sum of USD 68987 equivalent to INR Rs.48,84,279/- calculated at 1 USD = 70.80 INR is due and liable to be paid to the Intervenor and to order payment out of a sum of USD 68,987/- to INR 48,84,279/-, calculated at 1 USD = 70.80 INR, as on the date of grant of relief from and out of the sale proceeds of the defendant vessel to the Intervenor. The learned Single Judge decreed the suit and closed the application by ordering payment of Rs.13,27,019.58/- along with interest to the appellant and held that the appellant is not entitled for Maritime Claim. Aggrieved over the said order, the present appeal has been preferred.

3. The facts involved in this case in brief:

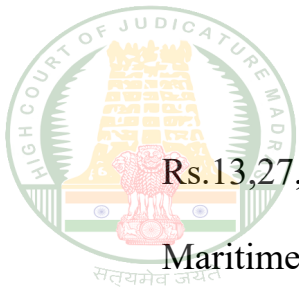
The appellant herein is a Crew Management Company which had recruited 11 crew members arrayed as respondents 1, 3 to 12 in the present appeal, to work on board Vessel – M.V.SEA JAL ONE, the second respondent herein. The first respondent, a crew member, is the plaintiff who filed an admiralty suit for recovery of wages. The appellant herein and other crew members who are respondents 3 to 12, have intervened the suit by filing an application in A.No.7706 of 2019.

3.1 The owners of the second respondent / defendant vessel have abandoned the vessel and have remained *ex parte* in the Admiralty Suit.

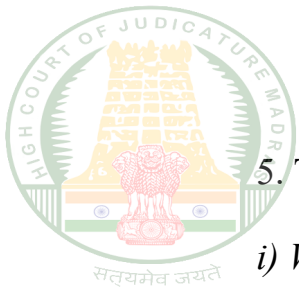


Thereafter, the second respondent vessel was sold for a sum of Rs.38,00,000/-, the sale proceeds deposited into Court and thereafter it has been divided among the various claimants including the appellant herein as per the interse priority provided under Section 10 of the Admiralty (Jurisdiction and Settlement of Claims) Act, 2017 (hereinafter referred to as “the Act”). The appellant along with respondents 3 to 12 had filed another application in A.No.216 of 2020 to declare and determine the amount due to them which was a sum of US \$ 68,987.00 equivalent to INR 48,84,279/-. This Court had distributed the sale proceeds and the appellant was paid a sum of Rs.13,27,019.58/- with further interest after having held that it has not entered into a Maritime Claim. Aggrieved by the said order in respect of the Maritime Claim, the present appeal has been preferred.

4. The learned counsel for the appellant would submit that the appellant is a Crew Management Company which had recruited 11 Crew Members who are respondents 1, 3 to 12. The appellant had paid the crew including the first respondent herein their wages and stepped into their shoes to claim a Maritime Lien towards the wages paid by them to the Crew. Despite the same, the learned Single Judge had rejected the appellant’s Maritime Claim and observed that the appellant should seek its claim only against the owners. The learned counsel for the appellant would further submit that after having held that the appellant was not entitled to a Maritime Claim, the learned Single Judge ordered payment of



Rs.13,27,019.58 along with interest. The said payment can only be made to Maritime claimants and Maritime Lien Holders. The first respondent or the respondents 3 to 12 herein had never disputed the Maritime Claim of the appellant in their arguments. The only issue argued was whether the appellant in addition to having undisputed Maritime Claim, had a Maritime Lien also which has the status equivalent to the Secured Creditors. Considering their submissions, the learned Single Judge had passed the impugned order declaring that the respondents 1, 3 to 12 have Maritime Lien entitling them to priority in payment and awarded a sum of Rs.13,27,019.58/- holding that the appellant has no Maritime Claim. The learned counsel for the appellant would further submit that as per Sections 4(1)(o) and 4(1)(p) of the Act, the appellant as a Crew Management Company as well as towards the disbursements made on behalf of the vessel and its owners, has a Maritime Claim on the Vessel for claims arising under a Manning and Crew Agreement. The learned Single Judge had misconstrued the difference between a Maritime Claim under Section 4 of the Act and Maritime Lien under Section 2(g) r/w. Section 9 of the Act and passed the impugned order. Hence, the order of the learned Single Judge is erroneous and the same should be said aside in respect of the Maritime Claim of the appellant herein.



5. The Points for consideration in this appeal are as follows:

i) *Whether the claim of the appellant falls under the Maritime Claim ?*

ii) *Whether the appellant is entitled for reimbursement of the wage paid to the first respondent / claimant on behalf of the Principal / second respondent ?*

6. Admittedly, the first respondent/ plaintiff had filed a suit in C.S.No.210 of 2019 seeking Maritime Claim against the second respondent and as per the order of this Court, the Vessel was attached and consequently brought on sale and the sale proceeds were deposited into the Court. At that time, the appellant and other intervenors / respondents 3 to 12 have jointly filed an application in A.No.7706 of 2019 for intervention in the suit in C.S.No.210 of 2019. That application was allowed and subsequently, the case was dealt with.

7. The learned Single Judge rejected the appellant's claim on the ground that the appellant was an agent of the second respondent. The learned Single Judge further observed that, after discharging all the liabilities including the settlement of the other claimants, namely respondents 3 to 12, from the sale proceeds, if any amount remained available, the appellant would be entitled to receive payment therefrom as per the agreement entered between the appellant and the second respondent and this claim would not constitute a Maritime Claim. For a better understanding, paragraph Nos.29 & 35 of the order of the



learned Single Judge are extracted hereunder:

“ 29. The claim of the 11th intervenor / applicant in A.No. 7106 of 2019 is not a claim for payment of wages but a claim for reimbursement of amounts paid on behalf of the owners. The 11th intervenor/applicant in A.No. 7706 of 2019 is a Crew Recruitment Agency appointed by the owners of the vessel. The owners of the vessel are the defendant in the suit. It is purely a money claim as against the owners/defendant. It cannot be categorised as a Maritime claim. Section 4(1)(o) relates to claim by a “Master or member of the crew of a vessel” for any sum due towards wages and also “includes any claim under a manning and crew agreement relating to a vessel”. This claim arising under a “manning and crew agreement” should be payable to a Master or a member of the crew of the vessel. It does not take into its fold or ambit the reimbursement of wages paid by a Crew Recruitment Agency. A Crew Recruitment Agency is appointed under an agreement with the owner of the vessel. If the Crew Recruitment Agency had made any payment for and on behalf of the owner, then they can raise a claim as against the owner of the vessel in accordance with the agreement appointing them as an agent of the owner. They cannot claim this amount as a Maritime claim against the vessel. They are neither a Master of the vessel nor a member of a crew. They recruit crew and in this case, they have recruited the plaintiff and the 1st to 10th intervenors/applicants in A.No. 7706 of 2019. It is for that purpose that the plaintiff and the said crew members issued notices calling upon the 11th intervenor/applicant in A.No. 7706 of 2019 seeking payment of outstanding wages. The agent steps into the shoes of the Principal and is equally liable for the outstanding wages. The remedy of the agent lies in taking appropriate action against the Principal.

...

35. I therefore hold that the 11th intervenor/applicant in A.No. 7706 of 2019 cannot claim any share from the sale proceeds as a right, but however, can be paid any amount out of the sale proceeds only after settling the other claimants listed above and if any further amount is due and receivable by



them from the owners, they will have to take independent and separate legal proceedings as agreed by them in their agreement with the owners of the vessel.”

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8. The learned counsel for the appellant would vehemently contend that as per Sections 4(1)(o) and 4(1)(p) of the Act, the claim made by the appellant is a Maritime Claim and as per Section 9(1)(a) of the Act, the appellant has a Maritime Lien and therefore, the order passed by the learned Single Judge is perverse and the same should be set aside by considering the claim of the appellant as a Maritime Claim based on the Maritime Lien and also for the entitlement of reimbursement of the advance amount paid to the Crew.

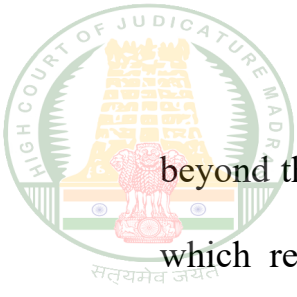
9. Admittedly, the appellant is the Crew Recruitment Agency appointed by the owners of the Vessel namely the second respondent herein. Even in Paragraph No.11 of the application filed by the appellant in A.No.7706 of 2019, the appellant has stated that the first respondent has filed the suit C.S.No.210 of 2019 for recovery of his wages and the appellant herein is the 11th intervenor who had filed the application in the said suit for wages of USD 8,167/- advanced to the first respondent and not the balance wages to the first respondent from the second respondent with respect to the first respondent's dues. From the above, it is clear that the appellant who is the intervenor had claimed the wages advanced to the first respondent by the appellant on behalf of the second respondent and not the balance wages to be paid to the first



respondent from the owner of the defendant Vessel. Therefore, the owner of the defendant Vessel / second respondent herein is liable to pay the appellant / intervenor.

10. Further, in Paragraph No.13 of A.No.7706 of 2019, the appellant had stated that under Section 9(1)(a) of the Act, the appellant is entitled to proceed against the defendant Vessel and recover the amount due to them towards wages of the Crew members ahead of all other creditors. Considering the same, the learned Single Judge allowed the claim of the dues of wages of all the crew members.

11. The learned Single Judge, after carefully examining the language employed in Sections 4(1)(o) and 4(1)(p) and Section 9 (1)(a) of the Act, observed that the appellant had entered into an agreement with only the owners of the defendant Vessel and not with the Vessel itself. The aforesaid provisions make it clear that the claims arising out of dues or agreements relating to the Vessel, including claims pertaining to the wages of the crew, may constitute maritime claims. However, in the present case, Ex.P1 is an agreement entered into between the appellant and the second respondent, who is the owner of the defendant Vessel and has remained ex parte. Since the appellant is acting only as the agent of the second respondent, the learned Single Judge has held that the appellant, being an agent, cannot claim any independent right or entitlement



beyond that which is available to the Principal and therefore, any sale proceeds which remains after discharging all the liabilities of the Vessel, as per the Maritime Claim, belongs to the Principal / second respondent and from the second respondent, the appellant can claim its wages and the same cannot be considered as a Maritime Claim. Thus Point Nos.1 and 2 are answered against the appellant.

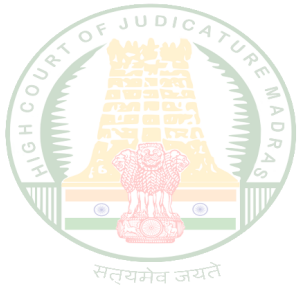
12. This Court while re-appreciating the materials available on record, does not find any perversity or illegality in appreciation of evidence by the learned Single Judge and there is no merits in the present appeal.

13. In the result, the Original Side Appeal is dismissed. However considering the facts and circumstances, there is no order as to costs.

(P.V.,J.) (G.K.M.,J.)
-09-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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OSA No. 128 of 2



**P.VELMURUGAN, J.
AND
GK.MUTHUKUMAAR, J.**

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**Pre-delivery Judgment made in
OSA No. 128 of 2021**

-09-2026