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

Admiralty Suit No. 18 of 2017

Md. Shah Jahan Khan and another

Plaintiffs

-Versus-

MT FADL-E-RABBI and others

Defendants

Mr. Rakibul Hasan, with
Mr. Mohammad Sattar Mullah, Advocates

...For the plaintiffs

None

... For the defendants

Heard on: 04.09.2025 and 20.10.2025
Judgment on: 27.10.2025

Present:

Mr. Justice Zafar Ahmed

This is a suit in *rem* against the defendant No. 1 vessel MT FADL-E-RABBI and in *personam* against the owners of the vessel, Managers/Operators of the vessel and others for a decree for USD 41,921.07 equivalent to BDT 32,94,997 (calculated @ 1 USD = 78.60 BDT at the time of filing of the suit on 16.03.2017) against the principal defendants jointly and severally for recovery of the seaman's wages of the plaintiffs.

Plaintiffs are Bangladeshi nationals and were the employees of the defendant No. 1 vessel MT FADL-E-RABBI, IMO No. 9078177, Flag: Panama (hereinafter referred to as the 'defendant vessel').

Plaintiff No. 1 is Ex-Chief Engineer and plaintiff No. 2 is Ex-2nd Engineer of the defendant vessel.

Defendant No. 1 is the vessel MT FADL-E-RABBI. Defendant No. 2 is Eden Line Limited, a company based in Bangladesh, is the registered owner of the defendant vessel, defendant No. 3 is owners and parties interested in the vessel. Defendant No. 4 is Panam Ship Management Ltd., a company based in Bangladesh, which is the ISM Manager of the vessel, defendant No. 5 is ED Tankers Limited which is the local agent of the vessel. Proforma defendant Nos. 6-11 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.

None of the defendants contested the suit. Accordingly, the suit proceeded *ex parte*.

It is stated in the plaint that the plaintiffs signed the standard seafarer employment agreement with defendant No. 2 which contained the terms and conditions of service including their wages on board the defendant No. 1 vessel.

It is further stated that the plaintiffs, while on board the defendant No. 1 vessel, did not receive their wages for several months. Wages were paid irregularly and accordingly, the officers and crew members had substantial wages due to them when they were signed off. It is further stated that the defendant No. 2, however, made part payment of the plaintiffs' due back wages time to time.

The following is the particulars of the plaintiffs' due wages:

SL	NAME	RANK	Period of service on Board	Monthly Wages in USD	Wages Due in BDT	Wages Due in USD
1	Md. Shah Jahan Khan	Chief Engineer	13.08.2014 - 07.05.2015	8000	19,77,517	25,159.24
2	Md. Abdullah Al Masud	2ND Engineer	21.03.2014 - 17.03.2015	6000	10,03,080	12,761.83
TOTAL DUE WAGES					29,80,597	37,921.07

It is further stated that due to the breach of the respective employment contracts, the plaintiffs have suffered loss and damages. Their families also faced financial hardship due to non-payment of wages. The plaintiffs made repeated request to the owners of the defendant No. 1 vessel for payment of their outstanding wages time to time. But the representative of the owner only made false promises and did not take any effective steps to pay off the dues of the plaintiffs according to the employment contracts.

It is further stated in the plaint that this Admiralty Suit is maintainable under Section 3, Sub-Section(2)(n) and Section 4(3) of the Admiralty Court Act, 2000 as it is a claim for recovery of seamen's wages which constitutes a maritime lien and this Admiralty Court has jurisdiction to entertain the Admiralty Suit.

The following issues were framed on 11.02.2025:

1. Whether the instant suit is maintainable in its present form?
2. Whether both the plaintiffs, who have served on board the defendant No. 1 vessel, i.e. MT FADL-E-RABBI (IMO: 9078177) are entitled to claim wages due to them and earned by them on board the defendant No. 1 vessel?
3. Whether the plaintiffs are entitled to a decree for the sum for USD 51,401.33 being the amount of the plaintiffs' unpaid wages against the principal-defendant jointly and severally?
4. Whether the plaintiffs are entitled to an award of interest on the decreetal amount from the date when the same is due until to the dates of realization of the amount?

The plaintiffs examined one witness (PW1) who is Md. Shah Jahan Khan (plaintiff No. 1). PW1 deposed on behalf of himself and plaintiff No. 2. Documents tendered in evidence by PW1 were marked as exhibit Nos. 1-12.

PW1 tendered in evidence the following documents:

1. <u>For plaintiff No. 1</u>- Original Employment Agreement (exhibit-1), Continuous Discharge Certificate (CDC) (exhibit-2), Online CDC printout from the Government Shipping Office Website (exhibit-3), Final Wages Account (exhibit-4), Wages Payment Statement (exhibit-5), and National Identity Card (exhibit-6).
2. <u>For plaintiff No. 2</u>- Original Employment Agreement (exhibit-7), Continuous Discharge Certificate (CDC)

(exhibit-8), Online CDC printout from the Government Shipping Office Website (exhibit-9), Final Wages Account (exhibit-10), Wages Payment Statement (exhibit-11), and National Identity Card (exhibit-12).

In Bangladesh, every crew member has to bear a Continuous Discharge Book (CDC) wherein his engagement date and place, 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.

It was held in ***Kyung Hae Maritime Co. Ltd. vs. BF Glory (Ex-Kunai) and others,*** 21 BLC (AD) 40 that claim of wages of the crews of a vessel comes within the purview of an action in *rem* according to Section 4(6) of the Admiralty Act, 2000.

The plaintiffs are the crew members of the defendant vessel and their claim being related to the wages and other allowances for rendering services to the vessel 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 suit is not barred by limitation.

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. Rakibul Hasan, learned Counsel appearing on behalf of the plaintiffs and perused the deposition and documents exhibited. It appears from the plaint, deposition of PW1 and the documents exhibited that the plaintiffs being the crew members of the vessel are entitled to their salary/wages as per the respective employment contracts. PW1 in his testimonies supported the plaintiffs' case as averred in the plaint. I have no hesitation to hold that the plaintiffs have proved their claim.

I note that the plaintiffs' total claim includes legal costs (USD 4,000 = BDT 3,14,400). The claim as to legal costs is not supported by statute or the relevant contracts of employment. Hence, plaintiffs are not entitled to that. They are entitled to the actual amount of unpaid wages which is USD 37,921.07 equivalent to BDT 29,80,597 (1 USD = BDT 78.60).

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 MT FADL-E-RABBI which has already been sold in auction in another admiralty suit 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 29,80,597 equivalent to USD 37,921.07 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 29,80,597 equivalent to USD 37,921.07 (1 USD = BDT 78.60 at the relevant time *i.e.* at the time of filing of the suit) with costs, and also interest at the rate of

10% per annum from the date of the decree till realization of the decretal dues.

Arif, ABO