

IN THE SUPREME COURT OF BANGLADESH
HIGH COURT DIVISION

(ADMIRALTY JURISDICTION)

ADMIRALTY SUIT NO. 3 of 2024.

IN THE MATTER OF:

Anlima Energy Limited
... Plaintiff.

VERSUS

The Vessel M.V. ANSARY-1
(Registration No. M-01-1510) and others.
... Defendants.

Mr. Mohiuddin Abdul Kadir, Advocate.
.... For the plaintiff-Applicant.
Mr. Abu Bakar Siddique, Adv.
...For the defendant Nos. 1-3

The 19th January, 2026

Present:

Justice Sikder Mahmudur Razi

Today the suit appeared in the list for hearing of an application for addition of party. The said application has been filed by Pioneer Insurance Company Limited seeking to be added as plaintiff No. 2 in the instant Admiralty Suit.

Mr. Mohiuddin Abdul Kadir, learned Advocate appearing on behalf of the applicant, submits that the applicant is the insurer, whereas the existing plaintiff is the insured. He submits that the applicant issued an insurance policy covering the plaintiff's pipe rack jetty structures and pipelines of its power plant. Subsequently, owing to a collision caused by the wilful act of the defaulting vessel, namely defendant No. 1, the plaintiff instituted the present suit claiming damages and compensation.

He further submits that the applicant-insurance company has already paid a sum of Tk. 2,94,57,453/- to the plaintiff in respect of the loss and damage sustained to the pipe rack jetty structures and pipelines of the power plant, which loss was covered under Insurance Policy No. PIONEER/DHAB/PPOPI/P-0001/12/2023. He next submits that in consideration of such payment, the plaintiff, by a letter of subrogation and Special Power of Attorney dated 24.06.2025, subrogated in favour of the applicant all rights, remedies, and causes of action available under the policy arising out of or in consequence of the said loss or damage, and thereby authorised the applicant to take all lawful steps to demand, recover, and realise the amount of loss and other consequential damages from the person or vessel responsible.

He next submits that, pursuant to such subrogation, the applicant has filed the present application seeking to be added as co-plaintiff to the extent of the amount for which it has been subrogated. In support of his submissions, the learned Advocate for the applicant relies upon, *inter alia, Dula Meah Cotton Spinning Mills Ltd. and another vs. M.V. Mehedinta and others, reported in 47 DLR (HCD) 551; M. Ismail and Sons vs. Trans Oceanic Steamship Co. Ltd. and others, reported in 17 DLR (1965) 209; and Doon Valley Rice Ltd. vs. M.V. Yue Yang and others, reported in 19 BLD (HCD) 471.* On these submissions, the learned Advocate prays for allowing the application.

Per contra, Mr. Abu Bakar Siddique, learned Advocate appearing on behalf of defendant No. 1, drawing attention to various clauses of the

letter of subrogation, submits that the plaintiff has assigned, transferred, and abandoned in favour of the applicant all actionable rights, title, and interest in respect of the claimed damages and the proceeds thereof against the defendant vessel M.V. ANSARY-1. He next submits that, as a consequence, the original plaintiff has lost its *locus standi* and legal entitlement to continue as plaintiff in the suit. He further submits that if the applicant is added as plaintiff, the original plaintiff ought to be transposed as a pro-forma defendant. He contends that addition of the applicant as co-plaintiff while retaining the original plaintiff as plaintiff may result in multiplicity or overlapping of claims and thereby cause prejudice to defendant No. 1.

I have heard the learned Advocates of both the parties and perused the instant application.

I have also gone through the Subrogation Letter and Special Power of Attorney. It appears that at Page No. 2 of the Subrogation Letter it has been mentioned as follows;

"In consideration of your paying to us a sum of BDT 29,457,453.00 (Taka Two Crore Ninety Four Lacs Fifty Seven Thousand Four Hundred Fifty Three) in respect of loss/damage of Pipe Rack Jetty Structures and pipelines of the plant by the vessel MV ANSARY-1 insured under insurance policy no: PIONEER/DHAB/PPOPI/P-0001/12/2023, we do hereby subrogate to you that rights

and remedies that we have under the policy in consequence of or arising from loss/damage to the above-Pipe Rack Structures and Pipelines and we further hereby grant to you full power to take and use all lawful ways and means to demand, recover and to receive the said loss/damage of Pipe Rack Jetty Structures & Pipelines of the Power Plant, and all and every damages from whom it may concern”.

It further appears that at Page No. 4 of the Subrogation Letter it has been mentioned as follows;

“And we hereby authorize you to file a suit or suits or joint in a as plaintiff in suit or suits filed by us including joining as co-plaintiff in Admiralty Suit No. 03 of 2024 pending before Hon’ble High Court of Bangladesh, against defendants of the said suit or person or persons, firm or firms, corporation or corporations, to recover the claim money of the aforesaid claim or claims and for the said purposes to join us as co-plaintiffs if you so intend”.

It is a settled principle of law that while interpreting any document, the document must be read as a whole, and no part thereof can be construed in isolation or in a piecemeal manner. Although, upon a cursory reading of the Letter of Subrogation, certain apparent inconsistencies may seem to exist, a holistic and purposive construction

of the document leaves no manner of doubt as to the true intention behind its execution. The ultimate purpose and object of issuing the Letter of Subrogation are clear, explicit, and unambiguous.

Upon a careful examination of the relevant clauses of the Letter of Subrogation, it appears to this Court that the said document was executed in respect of the relief to the extent of the amount already paid by the applicant-insurer to the plaintiff-insured, and not in respect of the entire claim arising out of the incident. Therefore, the rights subrogated in favour of the applicant are limited and co-extensive with the quantum of indemnification already made, and do not amount to an absolute assignment of the whole cause of action.

If the applicant is added as co-plaintiff, it would neither introduce a new cause of action nor result in any additional or independent claim being set up against the defendants. Rather, the applicant, having stepped into the shoes of the insured to the extent of indemnification, would assist the Court in the complete, effective, and proper adjudication of the issues involved in the instant Admiralty Suit.

It further transpires from the cited decisions that, upon indemnification, an insurer is legally entitled to be joined as a co-plaintiff alongside the insured in a maritime action. This proposition of law is well-settled and no longer *res integra*.

That being the position of law, I am inclined to allow the application and accordingly, the same is allowed.

Let the applicant, namely “Pioneer Insurance Company Limited”,
Rangs Babylonia (5th Floor), 246 Bir Uttam Mir Shawkat Sarak,
Tejgaon, Dhaka-1208 be added as co-plaintiff No. 2 in the instant
Admiralty Suit.

The office is directed to amend the cause title accordingly.

(Sikder Mahmudur Razi, J:)