

IN THE SUPREME COURT OF BANGLADESH

HIGH COURT DIVISION

(ADMIRALTY JURISDICTION)

Present:

Mr. Justice Sikder Mahmudur Razi

Admiralty Suit No. 11 of 2024

IN THE MATTER OF:

Shakhawat Hossain Sohel and others

.....Plaintiffs

-Versus-

F.V. Amuse Nowshin and others

.....Defendants

Mr. M. Belayet Hossain, Sr. Adv. with

Mr. Abdul Momen Chowdhury (Rifat), Adv.

...For the defendant Nos. 1 and 4/applicants.

Mr. Muhammad Mijanur Rahman, advocate with

Mr. Murad Miah, Adv.

...For the plaintiff.

The 7th July, 2026

Yesterday *i.e.* on 06.07.2026 when the matter was taken up for hearing Mr. Murad Miah, learned Advocate for the plaintiff sought for adjournment. However, ongoing through the record of the instant suit, it appears that the instant application has been filed by the defendant Nos. 1 and 4 in the month of December, 2024 and since then the plaintiff took several adjournments on different *pleas* and accordingly the said prayer for adjournment was refused and the matter was taken up for hearing.

Mr. M. Belayet Hossain, learned senior Advocate along with Mr. Abdul Momen Chowdhury, learned Advocate, appearing on behalf of the defendant Nos. 1 and 4 make submissions in support of their application for return of the plaint. Although the learned Advocate Mr. Murad Miah was present before this court all through the hearing but he did not make any

submissions controverting the application or the submissions made by the learned senior Advocate Mr. M. Belayet Hossain. Accordingly, the matter has been posted today *i.e.* on 07.07.2026 for order.

Today, at the mentioned hour Mr. Muhammad Mijanur Rahman appearing on behalf of the plaintiff prays for “short pass over” and the Court allowed the prayer and asked him to be present before this court by 1.15 P.M. Now, it is 1.20 P.M., but no one appears on behalf of the plaintiff before this court despite getting an opportunity to make their submissions against the application for return of the plaint. Accordingly, the suit has been taken up for passing order.

In the instant suit question has been raised before this court as to whether the averments made in the plaint disclose any maritime claim so as to invoke the Admiralty jurisdiction of this Court under the Admiralty Court Act, 2000 or whether the dispute is merely a civil claim for recovery of money against defendant Nos. 2 and 3.

At the very outset, it is a noteworthy to mention that it is the settled principle that for determining the question of maintainability, the Court is required to examine primarily only the averments contained in the plaint and the documents relied upon by the plaintiffs. The defence taken by the defendants is wholly irrelevant at this stage. Moreover, whether the suit can proceed before a particular forum also depends upon the averments made in the plaint and the nature of the cause of action as disclosed in the plaint.

Here, the plaintiffs have instituted the instant suit praying, *inter alia*, for recovery of Tk. 2,50,75,000/- allegedly advanced by them to defendant Nos. 2 and 3, for arrest of the defendant vessel **F.V. Amuse Nowshin**, and

sale thereof in default of payment. However, from record it appears that no interim order as to arrest has been directed by the Court.

According to the plaint, the plaintiffs claimed to have invested money with defendant Nos. 2 and 3 in connection with their fishing business and expected supply of sea fish against particular ventures. They further allege that defendant Nos. 2 and 3 subsequently failed to honour their contractual obligations and withheld both the money and the agreed supply of fish.

A careful reading of the plaint reveals that the entire foundation of the plaintiffs' claim is contractual in nature. The money is alleged to have been advanced to defendant Nos. 2 and 3 under different agreements relating to the fishing business. The grievance of the plaintiffs is that defendant Nos. 2 and 3 failed to perform their contractual obligations and failed to refund the amounts allegedly received from the plaintiffs.

In the plaint it has been alleged that defendant Nos. 2 and 3 purchased the shares of Amuse Deep Sea Fishing Ltd. However, the plaint nowhere discloses that the defendant vessel itself incurred any maritime liability or that the plaintiffs have acquired any maritime lien or statutory right in rem against the vessel.

From the documents annexed to the plaint it further appears that the individual claims of the plaintiffs arise out of separate contractual arrangements. Except one all the alleged agreement was about supply of fish on each particular voyage against the money alleged to have been advanced by the plaintiff. Only in the alleged agreement with Plaintiff No. 3, it has been mentioned that the said agreement is about supply of fuel to defendant Nos. 2 and 3 and as security cheques allegedly was issued by the said

defendants. However, neither the plaint nor the accompanying documents disclose any material establishing that such supply constituted necessities supplied to the defendant vessel on the order of its rightful owner or any person duly authorised by the owner, nor do they disclose any other maritime claim recognised by law. Moreover, save for the allegation regarding issuance of security cheques, no documentary material has been produced before the court demonstrating the actual transaction relied upon by plaintiff No. 3.

It is equally significant to note that admittedly the defendant no. 1 vessel stands mortgaged to the lending bank *i.e.* First Security Islami Bank. The plaintiffs have not pleaded that their claim enjoys any priority over the existing charge or that they possess any maritime lien capable of overriding such security.

Merely because the dispute concerns a fishing vessel does not automatically convert every contractual dispute relating to the business conducted through that vessel into a maritime claim. Admiralty jurisdiction is a special statutory jurisdiction. Unless the cause of action falls within one of the recognized heads of maritime claims contemplated by the Admiralty Court Act, 2000, the Admiralty Court cannot assume jurisdiction merely because a vessel is sought to be arrested as security.

In the present case, the substance of the plaint demonstrates that the plaintiffs seek recovery of money allegedly advanced to defendant Nos. 2 and 3 under various commercial arrangements. The alleged breach consists of failure to refund the money and failure to perform contractual obligations arising out of those agreements. These allegations even if true may be a

cause of action for an ordinary civil suit for recovery of money or damages. They do not, however, disclose any enforceable maritime claim against defendant No. 1 vessel to attract jurisdiction of this court.

It is also noticeable that no specific contractual relationship between the plaintiffs and defendant Nos. 1 and 4 has been pleaded giving rise to any maritime liability of the vessel itself. The plaintiffs have attempted to implicate the vessel solely as security for recovery of their alleged contractual dues from defendant Nos. 2 and 3. Such a course is impermissible to pursue before this forum in the absence of a legally recognizable maritime claim.

Accordingly, even if every statement contained in the plaint is accepted as true, the plaint fails to disclose any cause of action capable of attracting the Admiralty jurisdiction of this Court. The dispute essentially concerns recovery of money arising out of alleged contractual transactions between private parties and not enforcement of any maritime claim against the vessel.

Since the defect goes to the very root of the jurisdiction of this Court, the plaint cannot proceed in the Admiralty jurisdiction. The appropriate remedy available to the plaintiffs, if so advised, is to approach the competent civil court having jurisdiction over the subject matter.

Accordingly, the plaint is liable to be returned under Order VII Rule 10 of the Code of Civil Procedure.

Hence it is ordered that

The application for return of plaint is hereby allowed. The suit is not maintainable in the Admiralty Jurisdiction of this Court and accordingly the

plaint is hereby returned to the plaintiffs for filing before appropriate forum, if so advised.

The office is directed to return the plaint to the plaintiffs under Order VII Rule 10 of the Code of Civil Procedure for presentation before the court of competent jurisdiction.

(Sikder Mahmudur Razi, J:)