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

Present:
Mr. Justice Zafar Ahmed

ADMIRALTY SUIT NO. 40 OF 2014

IN THE MATTER OF:

Melimas Shipping S.A.

….. Plaintiff

-VERSUS-

Bangladesh Chemical Industries Corporation and others.

.....…Defendants

Mr. Kazi Ershadul Alam, Advocate

…... For the plaintiff

Mr. Mohammad Ashraf Uddin Bhuiyan, Advocate

..… for the defendant No. 1

Heard on: 03.08.2025, 26.08.2025, 27.08.2025,
03.011.2025, 19.11.2025 and 01.12.2025
Judgment on: 10.12.2025

1. In the instant Admiralty Suit, the plaintiff has prayed for, *inter alia*, a decree directing the defendants to pay USD 403,059.44 (before amendment of plaint, the amount was USD 707,823.94) to the plaintiff as unpaid freight, demurrage and detention charges together with interest @ 20% per annum till realization.

Identity of the relevant parties:

2. Plaintiff is Melimas Shipping S.A., a company incorporated under the laws of Marshall Islands having its office in Lebanon. They are the owners of the vessel MV MELIMASS (the vessel).

1st defendant is Bangladesh Chemical Industries Corporation (BCIC) which is a Bangladesh Government owned corporation.

2nd defendant is Liberty Wealth Management BVI (Liberty), a company based in Singapore.

3rd defendant is SNM Shipping Pte. Ltd., a company based in Singapore and agent of the 2nd defendant Liberty.

4th defendant is Sagar Ship Management Pte. Ltd. (Sagar), a company based in Singapore.

5th defendant is M Trading & Shipping Company Pvt. Ltd., a company based in Bangladesh and the local agent of the 4th defendant Sagar.

Contesting defendants:

3. 1st defendant BCIC contested the suit by filing written statement and additional written statement. 4th defendant Sagar and 5th defendant (Sagar's local agent) jointly filed a power, but did not file any written statement and did not contest the suit.

Plaintiff's case after amendment of plaint:

4. The plaintiff, as owner of the vessel MV MELIMASS, entered into a voyage charterparty agreement with the 2nd defendant Liberty on 03.08.2014 for carrying approximately 15750 MT bagged urea fertilizer from port of Jubail, Saudia Arabia to Mongla, Bangladesh. The freight was fixed at USD 30 per MT Fiost basis 1/1. It was stated in the charterparty that 100% of the freight would have to be paid within 4 banking days of completion of loading. The bill of lading (in

short, 'B/L') would be stamped as "Freight Payable as per Charter Party". Clause 30 of the charterparty agreement stated, "vessel will only load the charterers". The charterparty agreement was based on a previous charterparty agreement dated 28.08.2013 with Liberty in relation to another vessel MV VINASHIP SEA with some corrections.

5. The plaintiff delivered the vessel at the port of Al-Jubail, Saudi Arabia on 05.08.2014 in accordance with the charterparty agreement. It took 22 days 9 hours 50 minutes for the charterer to complete loading of cargo, whereas it was supposed to be loaded on board within 7 days, resulting in demurrage of USD 94,250 on account of the charterer Liberty. Liberty did not pay the freight price on completion of loading. The plaintiff restricted the movement of the vessel resulting in detention of the same at port of Colombo, Sri Lanka from 09.09.2014 to 07.10.2014. For the detention Liberty was liable under the charterparty agreement for payment of USD 182,000 at the rate of USD 6,500 per day detention. Later on, the plaintiff found out that the Liberty entered into a charterparty agreement with the 4th defendant Sagar on 01.08.2014 in violation of clause 30 of the charterparty agreement dated 03.08.2014.

6. The plaintiff also found out that Sagar entered into another charterparty agreement on 16.06.2014 for carrying approximately 25,000 ± 10% granular urea in bulk with the 1st defendant BCIC. Due to the breach of the charterparty dated 3.8.2014 by not paying the freight and by sub-letting the vessel to Sagar, the plaintiff, vide a letter

dated 29.08.2014 informed the BCIC and sought confirmation that the vessel would not be arrested in Bangladesh and the plaintiff would get detention and demurrage charges as per the charterparty agreement dated 03.08.2014.

7. Thereafter, the plaintiff received a payment instruction dated 05.09.2014 wherein Liberty instructed its bank to remit USD 429,554 on account of freight but the instruction was later cancelled and the plaintiff did not get any payment. Subsequently, plaintiff's local agent received an email on 18.9.2014 from the local agent of Sagar whereby they ensured that Sagar would pay the freight to the plaintiff.

8. Consequently, the plaintiff received a swift message dated 03.10.2014 issued by Sagar instructing their negotiating bank, *i.e.* Standard Chartered Bank, Singapore to remit USD 429,554 issued by the Sonali Bank Limited, Dhaka to the plaintiff's agent's account under the charterparty agreement dated 03.08.2014.

9. After admission of the instant Admiralty suit, the Admiralty Court on 15.10.2014 passed an order of attachment of the entire cargo and also attached the proceeds of the Letter of Credit being L/C No. 033014010613 issued by Sonali Bank Limited in favour of the Sagar after deduction of USD 429,554.

10. By amending the plaint, the plaintiff made additional claim for demurrage for delay in discharging the cargo at discharge port of Mongla. The plaintiff raised an invoice to the Liberty claiming further USD 104,789.75 after deducting 5% broker commission. The total

claim of the plaintiff stood at USD 403,059.44 including lawyer's fees.

1st defendant BCIC's case:

11. The BCIC entered into a voyage charterparty agreement on 02.07.2014 with Sagar to transport 15750 MT fertilizers from the port of Al-Jubail, Saudi Arabia to Mongla Port, Bangladesh. The B/L was issued on 28.08.2014 by the agent on behalf of the master of the vessel MV MELIMASS. The BCIC had no contractual relationship with the plaintiff and as such, they are not liable to pay the plaintiff. It is stated in the additional written statement filed by the BCIC that, vide e-mail dated 23.10.2014, the 4th defendant Sagar and their agent 5th defendant informed the BCIC that they had made payment of USD 4,29,554 to the plaintiff as freight price. The BCIC had received the fertilizer as per the B/L.

Issues:

12. On 13.03.2025, the following issues were framed:
    1. Is the suit maintainable in the admiralty jurisdiction in its present form and manner?
    2. Is the plaintiff entitled to freight on the basis of charterparty agreement dated 03.08.2024?
    3. Is the plaintiff entitled to demurrage and detention charge?
    4. Whether the defendant No. 1 has entered into any charterparty agreement with the plaintiff?
    5. Whether the defendant No. 1 is necessary party in the instant suit?
    6. Whether the plaintiff has any specific claim against the instant defendant No. 1?

7. Whether any cause of action arose against the 1st defendant BCIC?
8. Is the plaintiff entitled to decree as prayed for against the defendants?
9. What other relief(s) the plaintiff is entitled under law and equity?

Witnesses and documentary evidence:

13. Plaintiff examined Mr. Md. Zahed Hossain as sole witness (PW1) who deposed by dint of a letter of authority. Documents tendered in evidence by the PW1 were marked as exhibit Nos. 1 to 28. He was cross-examined by the 1st defendant BCIC.

14. 1st defendant BCIC examined their Deputy General Manager (Commercial), Purchase Department Mr. Muhammad Maruf Kabir (DW1). Documents tendered in evidence by the DW1 were inadvertently marked as exhibit Nos. 1 to 9. Those documents should have been marked as exhibit Nos. A to I.

Admitted facts:

15. Facts are not disputed. It is accepted that plaintiff was the owner of the vessel MV MELIMASS. 2nd defendant Liberty was the head charterer, 4th defendant Sagar was the sub-charterer and 1st defendant BCIC was sub-sub-charterer (end charterer) of the vessel under the respective voyage charterparties. It is further accepted that BCIC was the owners of the cargo and later on became the holder of the relevant B/L.

Clause 8 (lien clause) under head charterparty:

16. The lien clause contained in clause 8 of the head charterparty runs as follows:

> "8. Lien Clause
>
> The Owners shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, dead freight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering same".

Incorporation of Lien Clause into B/L in Voyage Charterparties:

17. The B/L dated 28.08.2014 was issued and signed by the agent for and on behalf of the master of the vessel while she was under sub-sub-charterparty. The important words contained in the said B/L in the printed form are- "BILL OF LADING TO BE USED WITH CHARTER PARTIES"; and "Freight payable as per CHARTER-PARTY DATED … [blank]"; "Conditions of Carriage (1) All terms and conditions, liberties and exceptions of the Charter Party dated as overleaf, including the Law and Arbitration Clause, are herewith incorporated".

18. Mr. Mohammad Ashraf Uddin Bhuiyan, learned Advocate appearing for the 1st defendant BCIC submits that since the B/L does not contain the date of the charterparty agreement, the BCIC, which is the end charterer and the holder of the B/L, is not bound by the lien clause contained in the head charterparty. Mr. Bhuiyan refers to the case of ***Samsun Shipping Corporation vs. M/s Hossain and Sons and ors.,*** 47 DLR (AD) 31 = 1995 15 BLD (AD) 125. In *Samsun*, the head charter and sub-charter were time charterparties. The head charterparty contained a lien clause. The B/L did not contain the date of

charterparty agreement. The Apex Court held, *"The Charter Party Agreement having not been incorporated or mentioned in the bills of lading it will be plainly unjust and unlawful to saddle the consignee with any conditions and limitations thereof".*

19. Mr. Kazi Ershadul Alam, learned Advocate appearing for the plaintiff, on the other hand, refers to ***The "San Nicholas" [1976] 1 Lloyd's Rep. 8*** and submits that where the bill of lading uses general words of incorporation without identifying the charter from which terms are incorporated, and where the head charter is a voyage charter, it will be readily inferred that the parties intended to incorporate the terms of that charter. Lord Denning observed in *The "San Nicholas"*:

> "It seems to me plain that the shipment was carried under and pursuant to terms of the head charter. The blanks were left because the master and the other people in Recife did not know its date and the parties to it so as to be able to fill them in. The head charter was the only charter to which the shipowners were parties: and they must, in the bill of lading, be taken to be referring to that head charter. I find myself in agreement with the statement in Scrutton on Charter- parties, (18th ed. (1974)), at p. 63".

The San Nicholas was followed and applied in ***The "Sevonia Team"***, [1983] 2 Lloyd's Rep. 640. In the case in hand, the head charter and sub, sub-sub-charters were voyage charterparites. Therefore, clause 8 (lien clause) contained in the head charterparty agreement applies to the B/L.

20. The presumption that the lien clause contained in the voyage head chaterparty is incorporated into the B/L where there are multiple voyage charterparties does not readily apply to time charterparties. This principle was followed in *Samsun Shipping Corporation*. The rationale behind it seems to be that in time charterparties the charterer normally has a wide power to determine the form and contents of the bills of lading they may call on the master to sign (M Wilford T Coughlin and JD Kimball *Time Charters*, 4th edn. Loyd's of London, 1995, 325). In clause 9 of the Baltime 1939 charterparty, for example, it is provided that the master shall be under the orders of the charterers as regards employment, agency or other arrangements, combined with an indemnity clause. The nature and purpose of time charterparties is to enable the charterers to use the vessels during the period of the charters for trading in whatever manner they think fit. The issue of bills of lading in a particular form may be vital for the charterers' trade. The indemnity clause underlines the power of the charterers, in the course of exploiting the vessel, to decide what bills of lading are appropriate for their trade and to instruct the masters to issue such bills, the owners being protected by the indemnity clause [***The Nanfri, Benfri and Lorfri*** [1978] 1 QB 927; [1979] 1 Lloyd's Rep 201 at 206 *per* Lord Wilberforce]. Since time charterers can ask the master to sign bills of lading as they like, the result can only be that the charterers have to be regarded as the persons who drafted the bill of lading.

21. In voyage charterparties the right to give orders to the master is not as wide as in time charterparties. For example, in clause 10 of the Gencon 1994 charterparty it is stated that the master shall sign presented bills of lading as per the Congenbill bill of lading. The charterer is therefore obliged to use a certain form, otherwise the master is not under a duty to sign the bill of lading. In the case in hand, it is written in the B/L in the printed form- "BILL OF LADING TO BE USED WITH CHARTER-PARTIES CODE NAME: "CONGELBILL" EDITIOIN 1994 ADOPTED BY THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)".

Claim for demurrage:

22. Once the vessel exceeds laytime, the charterer is in breach of contract. It was held in ***The Spalmatori*** [1964] A.C. 868 that demurrage constitutes the daily rate of liquidated damages payable for that breach, relating to the detention of the vessel after the expiry of the lay days. Lord Guest said in the reported case, *"demurrage is the agreed damages to be paid for delay if the ship is delayed in loading or discharging beyond the agreed period"*.

23. As per statements made in para 13A and 14A of the amended plaint, the delay in discharging the cargo by the head charterer Liberty (2nd plaintiff) according to the terms and conditions of the head charterparty resulted in demurrage. The plaintiff raised invoices to the head charterer's account claiming demurrage.

24. Mr. Kazi Ershadul Alam submits that since the lien clause applies to the B/L, the BCIC, who is the end charterer and consignee of the cargo, is liable to pay the demurrage. Mr. Alam refers to the case of ***Porteus vs. Watney***, (1878) 3 Q.B.D. 534 wherein Cotton, L.J. said:

> "The question is, what is the contract the parties have entered into by the bill of lading? The words of the bill of lading are "paying freight for the same goods and all other conditions as per charterparty." There is an express provision in the charterparty that the shipowner shall have an absolute lien on the cargo for all freight, dead freight, and demurrage. It is impossible not to import that into the contract entered into by the bill of lading… The lien is on the cargo and on every part of it; and although the bill of lading refers to one part of the cargo, yet my opinion, as a matter of construction of the contract between the parties, is, that this condition shall be introduced, and being introduced, there is a lien on every part of the cargo for demurrage".

Brett, L.J. said in *Porteus*:

> "It is not that the holder of the bill of lading will discharge his cargo within a reasonable time after he is able to do so; it is that if the ship is not able to discharge the whole of her cargo within the given number of days after she is at the usual place of discharge, the holder of that bill of lading will pay a certain sum for each day beyond those days, however the delay may be caused, unless it is by default of the shipowner. Therefore the holder of a particular bill of lading is bound to pay according to that contract for every day beyond the stipulated days, during which the ship remains with the cargo in her, unless the delay is caused by the fault of the shipowner".

25. In ***Miramar Maritime Corporation vs. Holborn Oil Trading Ltd.,*** (The Miramar) [1984] A.C. 676, the question before the House of Lords was whether the provision in the bill of lading which purported to incorporate terms of the voyage charterparty rendered the consignee as holders of the bill of lading when the cargo was discharged, personally liable to the owners for demurrage payable under the terms of the charterparty to the owners by the charterers who were in liquidation and insolvent. The incorporation clause in the Exxonvoy bill of lading read:

> "This shipment is carried under and pursuant to the terms of the charterer dated … between… and… charterer, and all the terms whatsoever of the said charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment".

26. In *The Miramar*, clause 8 of the charterparty contained 'demurrage' clause holding the charterer liable to pay demurrage per running hour and *pro rata* for a part thereof at the rate specified in Part I. Lord Diplock observed:

> "So if the owners are right in their contention as to the construction of the incorporation clause in the Exxonvoy bill of lading, clause 8 read in conjunction with clauses 5 to 7 of Exxonvoy 1969, has the effect that every consignee to whom a bill of lading covering any part of the cargo is negotiated, is not only accepting personal liability to pay to the owners freight, as stated in the bill of lading, but is also accepting blindfold a potential liability to pay an unknown and wholly unpredictable sum for demurrage which may, unknown to him, already have accrued or may subsequently accrue

without any ability on his own part to prevent it, even though that sum may actually exceed the delivered value of the goods to which the bill of lading gives title.

My Lords, I venture to assert that no business man who had not taken leave of his senses would intentionally enter into a contract which exposed him to a potential liability of this kind; and this, in itself, I find to be an overwhelming reason for not indulging in verbal manipulation of the actual contractual words used in the charterparty so as to give to them this effect when they are treated as incorporated in the bill of lading. I may add that to do so would raise a whole host of questions as to how the liability is to operate as between different consignees of different parts of the cargo, to which questions no attempt has been made to vouchsafe any answer, let alone a plausible one".

Lord Diplock further observed:

"There is nothing here to impose upon a consignee or bill of lading holder any personal liability for demurrage… My Lords, in 22 of the 26 clauses in Part II there are express references to contractual rights or obligations of "the charterer" under that designation. For my part, I can see no business reason for verbal manipulation of that designation in any of those clauses so as to substitute for the words "the charterer", or to include within that expression, "the consignee" or "holder of a bill of lading" even if the whole of Part II of Exxonvoy 1969 were set out verbatim in the Exxonvoy bill of lading issued pursuant to clause 20.

I see no justification for resort to the maxim of construction falsa demonstratio non nocet cum de corpore constat, such as induced this House in *Adamastos Shipping Co. Ltd. v. Anglo-Saxon Petroleum Co. Ltd.* [1959] A.C. 133, to treat the words "This bill of lading" as if they were "This charterparty."

In respect of ***Gray vs. Carr*** (1871) L.R. 6 Q.B. 522 which was followed by the Court of Appeal in *The Porteus*, Lord Diplock observed:

> "I have little doubt that both those cases and some other relatively old cases that followed them would, by the application of reasons based upon commercial considerations to which I have already alluded, have been decided differently if they had been tried in the last two or three decades".

27. Mr. Alam's argument based on *The Porteus* that the end charterer BCIC which is also the consignee and the holder of the B/L is bound to pay the claim for demurrage on the ground of incorporation of the lien clause contained in the head voyage charterparty into the B/L by applying *The San Nicholas* being negated by the House of Lords in *The Miramar* which watered down *The Porteus*, now Mr. Alam relies on ***Care Shipping Corp vs. Latin American Shipping Corp (The Cebu)***, [1983] 1 All E.R. 1121 in support of the same argument.

28. In *The Cebu*, by a time charterparty, the shipowners' vessel was chartered to charterers, sub-chartered to sub-charterers, and sub-sub-chartered to sub-sub-charterers. Clause 18 of the charterparty provided that 'the Owners shall have a lien upon all cargoes, and all sub-freights for any amounts due under this Charter'. After a d dispute arose between the owners and the charterers regarding the hire payable the owners sent a telex to the sub-sub-charterers purporting to exercise their right to a lien and requiring the sub-sub-charterers to pay to the

owners direct any hire payable by them to the sub-charterers under the sub-sub-charter. The sub-sub-charterers issued a summons seeking the Court's determination of the question whether the hire due from them should be paid to the owners or to the sub-charterers. It was held that the owners had a lien over the hire payments payable by the sub-sub-charterers for the reasons that on its true construction clause 18 of the charterparty gave the owners a lien on any remuneration earned by the charterers from their employment of the vessel, whether by way of voyage freight or time-charter hire and entitled the owners to intercept all sub-freight, whether or not due directly to the charterers, including sub-freights due under any sub-sub-charter; and that the absence of privity between the owners and the sub-charterers did not prevent the owners having a lien on payments due from the sub-sub-charterers to the sub-charterers since the owners could claim as equitable assignees not only hire due under the sub-charterparty, but also the rights which the charterers themselves held as equitable assignees of hire due under the sub-sub-charterparty.

29. The facts, circumstances of *The Cebu,* decided on 10.11.1982 by the Queen’s Bench Division and the principles laid down therein have no manner of application to Mr. Alam’s argument that the sub-sub-charterer (end charterer) BCIC is liable to pay the claim for demurrage. *The Miramar* principle, laid down by the House of Lords on 24.05.1984, squarely applies to the issue. As such, I hold that the

plaintiff can claim demurrage against the head charterer (2nd defendant Liberty), not against the 1st defendant BCIC.

30. The claim for demurrage falls within clause (h) of Section 3(2) of the Admiralty Court Act, 2000. Under Section 4(8) of the Act, in order to determine whether a person would be liable in an action in *personam* for the purpose of, *inter alia*, clause (h) of Section 3(2), it is assumed that the person in question ordinarily resides in Bangladesh or his place of business is situated in Bangladesh. Similar provision is contained in Section 20 of the Code of Civil Procedure which states:

> **"20. Others suits to be instituted where defendants reside or cause of action arises-** Subject to the limitations aforesaid, every suit shall be instituted in a Court within the local limits of whose jurisdiction–
>
> (a) the defendant, or each of the defendants where there are more than one, at the time of the commencement of the suit, actually or voluntarily resides, or carries on business, or personally works for gain; or
>
> (b) any of the defendants, where there are more than one, at the time of the commencement of the suit, actually or voluntarily resides, or carries on business, or personally works for gain, provided that in such case either the leave of the Court is given, or the defendants who do not reside, or carry on business, or personally work for gain, as aforesaid, acquiesce in such institution; or
>
> (c) the cause of action, wholly or in part, arises.
>
> **Explanation I.-** Where a person has a permanent dwelling at one place and also a temporary residence at another place, he shall be deemed to reside at both places in respect of any cause of action arising at the place where he has such temporary residence.

> **Explanation II.-** A corporation shall be deemed to carry on business at its sole or principal office in Bangladesh or, in respect of any cause of action arising at any place where it has also a subordinate office, at such place".

31. Neither the 2nd defendant Liberty nor their agent 3rd defendant SNM Shipping submitted to the jurisdiction of this Admiralty Court by filing powers. They carry on business in Singapore. They do not have any subordinate office in Bangladesh. There is no statement in the plaint that can empower this Court to exercise the jurisdiction over the 2nd and 3rd defendant. Accordingly, I hold that the claim for demurrage against the 2nd and/or 3rd defendant is liable to be dismissed for want of jurisdiction, not on merit. Accordingly, I refrain from addressing the merit of the plaintiff's case so far as it relates to the claim for demurrage for the reason that the plaintiff is at liberty to take proper course of action for the claim before the appropriate authority, if so advised.

Claim for damages for detention:

32. It is observed at para 9-215 in 'Carver on Charterparties', South Asian Edition, 2020 that where there is no provision for demurrage in the charterparty, the shipowner will be confined to a claim for damages for detention, and the shipowner must prove its actual loss. Although the presence of a demurrage clause in a charterparty will ordinarily serve as a bar to recovering unliquidated damages for detention [***The Delian Spirit*** [1972] 1 Q.B. 103 at 123], the courts have admitted

claims for damages in addition to demurrage in certain cases. First, the demurrage clause may be limited in duration, so that damages for detention may be recovered for the period after time on demurrage has expired. Second, the shipowner may be able to show that there has been a breach of a distinct breach of contract.

33. It is stated at para 12.196 in 'Carver on Charterparties' (*supra*) that in general, subject to any contrary provision in the charterparty (the classic example being the demurrage clause in a voyage charter), damages for detention, representing the loss of earning capacity during the period of loss of use, are to be calculated by reference to the market rate of freight or hire prevailing during that period [***The Mass Glory,*** [2002] 2 Lloyd's Rep. 244] less (i) any expenses which would have been incurred in earning such freight or hire [***The Hebridean Coast*** [1961] A.C. 545], and (ii) any sums derived from substitute employment or other mitigating benefits [***The Noel Bay*** [1989] 1 Lloy's Rep. 361]. In *The Noel Bay*, the charterer's failure to nominate a load port and subsequent conduct amounted to a repudiation of the voyage charter and the vessel was delayed for several days waiting for orders before the repudiation was accepted by the shipowner, so that there was an accrued right to damages for delay by the time that the contract was terminated; but, on the facts, the shipowner suffered no loss from the detention. In the case in hand, the plaintiff failed to make out any case for their claim for damages for detention.

Claim for freight:

34. At common law, the shipowner has a lien on the goods that it has carried in the vessel for the freight due upon them [***Wiltshire Iron Co. Ltd. vs. Great Western Railway Co*** (1871) L.R. 6 Q.B. 776]. The lien arises by operation of law (rather than by contract) which entitles the shipowner to retain the goods in its possession until the freight is paid. According to the proposition of law declared by the Court of Appeal in *The* "*San Nicholas*", the lien clause contained in the head charterparty is deemed to be incorporated into the B/L. Therefore, the 1st defendant BCIC, which is the end charterer as well as consignee of the cargo, is legally bound to pay the freight to the plaintiff as per the rate mentioned in the head charterparty. It is accepted by the parties that the amount of freight is (USD 30×15,820.75 mts) = USD 474,626. It is also accepted that during pendency of the suit, the plaintiff had received USD 429,554 as freight price. Therefore, the 1st defendant BCIC is liable to pay the balance amount of (474,626-429,554) = USD 45,072 to the plaintiff. The plaintiff is not entitled to the lawyer's fees under any provision of law or rules.

35. Accordingly, the plaintiff succeeds in part.

Order:

36. Hence, it is ordered that the suit is decreed in part in favour of the plaintiff on contest against the 1st defendant BCIC and *ex parte* against the rest. The plaintiff is at liberty to take recourse to proper forum having jurisdiction to agitate their grievance against the 2nd defendant

Liberty, if so advised, in respect of their claim for demurrage for the reasons discussed in para 31.

37. The 1st defendant BCIC is directed to pay USD 45,072 (forty five thousand seventy two) to the plaintiff within 30(thirty) days from the date of receipt of this judgment failing which the plaintiff is entitled to recover the same with costs, and interest at the rate of 10% per annum from the date of decree till realization of the decretal dues in accordance with law. All interlocutory orders, if any, are recalled and vacated.

Mazhar, BO