



IN THE HIGH COURT OF ORISSA AT CUTTACK

AFR

**W.P.(C) No.25001 of 2026
(CNR No. ODHC010596802026)**

Mr. Istyagin Eveyeny **Petitioner**
Nikolaevich Master of the
vessel MT Unity (IMO
9388792) flying the flag of the
Cameroon/Sierra Leone
presently anchored at Paradip
Port, Odisha, represented by
its Power of Attorney holder
Sarada Nayak, resident of
Nuhundi, Ambasal,
Jagatsinghpur

Mr. V.J. Mathew, Senior Advocate

-Versus-

Union of India & others **Opposite Parties**

Mr. P.K. Parhi, DSGI
Mr. A.P. Das, Advocate
(O.P. No.3)

CORAM:
JUSTICE R.K. PATTANAIAK

DATE OF HEARING:21.09.2026
DATE OF JUDGMENT:06.10.2026

1. Instant writ petition under Article 226 of the Constitution of India, 1950 is at the behest of the petitioner seeking the following reliefs, such as:

(i) to direct opposite party No. 1, 2, 4, 5 & 8 to facilitate signing off and repatriation of the crew members onboard the vessel 'MT Unity';

(ii) to make arrangement for the replacement of the crew onboard the vessel as per Section 92 of the Merchant



Shipping Act, 2025 (in short, 'the Act') as the Owner seems to have abandoned it;

(iii) for a direction to opposite party No.3 to permit the vessel to enter inside the port berth/lay-up berth/ mooring or any other safe point within port premises of the port for sludge removal, safe accommodation during adverse weather condition and for sign off disembarkation of the petitioner and all the 22 crew members;

(iv) with such other order(s)/direction(s) as may deem fit and proper in the facts and circumstances of the case.

2. Briefly the facts pleaded on record by the petitioner are stated hereinunder:

(i) the petitioner entered into Seafarer's Employment Agreement dated 12th March, 2026 with opposite parties Nos. 6 & 7 for acting as the Master of the vessel. The said agreement is valid for 3 months from the said date. The wages/salary and benefits are outlined in this Agreement. The petitioner had been discharging the duties as Master onboard the vessel from 5th February, 2026 (under Old Agreement) and on 12th March, 2026, he had just entered into fresh agreement for extending his duty period as Master onboard the vessel. A copy of the Equasis Report of the vessel is at Annexure-1. Besides that, the Seafarer's Employment Agreement is at Annexure-2. Furthermore, the relevant extracts of the Continuous Discharge Certificate



(CDC) evidencing the sign on of the petitioner on the vessel is at Annexure-3.

(ii) There are 22 crew members along with the petitioner on the vessel MT Unity at present. The 22 crew members have entered into Seafarer's Agreement on various dates between 12th March, 2026 to 17th April, 2026 with opposite party Nos. 6 & 7. The crew members alike the petitioner had been discharging their respective duties under the Old Agreements and by entering into fresh agreements, extended their period. Initially, there were 23 crew members but one of them disembarked from the vessel on 13th May, 2026. A copy of the list of crew members onboard is at Annexure-4. Similarly, the copies of the Seafarer's Agreements entered by the crew members for the period are at Annexure-5 Series. Likewise, relevant pages of the CDC of the crew members are annexed at Annexure-6 Series.

(iii) that, the vessel reached at Paradip Port, Odisha on 11th May, 2026 and on the same day, this Court invoking admiralty jurisdiction arrested it by order dated 11th May, 2026 vide Annexure-7 as security to the maritime claim in ADMLS No. 1 of 2026. Since then, the vessel along with its crew members are at the port. Initially, the vessel remained berthed at port and thereafter, upon completion of its discharge, has been shifted to Anchorage.

(iv) that though the above suit was settled inter se parties. The vessel was again arrested by order dated 22nd May, 2026 vide Annexure-8 in ADMLS No. 2 of 2026 and on 15th



July, 2026 as per Annexure-9 in ADMLS No. 3 of 2026. At present, the petitioner and the crew members are grappled with multiple issues due to prolonged anchoring of vessel at the port due to its arrest.

3. The plea of the petitioner is one of abandonment of the vessel by the Owner/charterer and repatriation of the crew members for the stated reasons described hereinbelow:

(i) Opposite party Nos 6 & 7, who are the Owner and Charterer/Beneficial Owner/Manager of the vessel respectively, are not taking any steps for the upkeeping of the vessel and providing water and required provisions and necessities for the crew and have abandoned it pursuant to the continued arrest directed by this Court in ADMLS No. 1 of 2026, ADMLS No. 2 of 2026 and ADMLS No.3 of 2026. Even the local Steamer Agents have not been paid for the services rendered by them;

(ii) that, the 23 crew members onboard the vessel are stranded unattended by the Owner and agents at the anchorage of the port. The said opposite parties have failed to supply provision and other necessary supplies including drinking water to the crew members. Additionally, the crew salaries and wages have not been paid since May 2026 amid which 16 crew members including petitioner's contract have already expired. While so, the other crew member's agreements are at the brink of expiry and yet the above opposite parties have not come up with crew change plan



nor made arrangements to supply necessities to the vessel including food, drinking water etc.

(iii) that, the petitioner and the crew members remained patient initially believing that efforts were being taken by the said opposite parties to resolve the issue, however, with passage of time, the situation turned worse and even the communication from the opposite parties stopped leaving them, who are foreign nationals left in the lurch at a foreign port and also abandoned the vessel;

(iv) that, the petitioner realized that waiting for some more time could be fatal as the necessary provision including food, drinking water, and other essentials would run out leaving him and the crew members to starve onboard with their psychological condition having deteriorated. Further, the essentials were running out thereby affecting the operation and stability of the vessel and there were also serious technical malfunctions of the vessel.

(v) that, the petitioner on behalf of all the crew members of the vessel promptly notified Consulate General of the Russian Federation in Kolkata vide e-mail dated 18th June, 2026 as at Annexure-10 also intimating the Embassy of the Russian Federation in India and thereafter, by an e-mail (Annexure-11) on the same date to Chairman of the Russian Seafarers' Union.

(vi) that, the petitioner thereafter vide e-mail dated 22nd June, 2026 at Annexure-12 notified the P&I Club of the



vessel-SOGLASIE Insurance Co Ltd about the grim situation seeking their intervention in resolving the issue.

(vii) The petitioner on behalf of the crew members wrote an e-mail dated 25th June, 2026 (Annexure-13) to opposite party Nos.6 & 7 highlighting the difficulties faced by them on account of deteriorating living condition onboard the vessel caused by the running out of supplies and essentials including complete absence of material and technical supplies required to maintain the operational condition of the machinery and systems, as well as, its safety, stability and survivability; moreover, the bilge water and sludge had been accumulated which were necessary to be removed. Further, the exposure to changing temperature and weather is also concern as it was directly affecting all the crew members including the aged ones. As there was no response by any parties involved to the e-mail, the petitioner again followed up vide e-mails dated 27th June, 2026 at (Annexure-14), 5th July, 2026 (Annexure-15) and vide other e-mails in subsequent days.

(viii) that, the petitioner's contract expired on 12th July, 2026 on which date, he promptly notified opposite party Nos.6 & 7 about the same vide Annexure-16 and that he was continuing on the vessel only to discharge his duties on account of humanitarian consideration and to safely operate the vessel for avoiding any casualties.

(ix) that, to the utter surprise of the petitioner and crew members, opposite party No.7 claimed to have responded



vide Annexure-17 to him stating that they are no longer associated with the vessel, hence, it was for opposite party No.6 to take charge of it being responsible for its maintenance, but denied to have received any such communication on the same day vide e-mail (Annexure-18) and in the meanwhile the vessel appeared in the ILO-IMO Joint Database of Abandoned Seafarers due to breaches of the Maritime Labour Convention (MLC), 2006, Standard A2.5.2 (Abandonment) and it was conveyed by the ITF Inspector to all the parties via e-mail dated 14th July 2026 at Annexure-19.

(x) that, in the meanwhile, alerted by the issues put forth by the petitioner and crew members and from owing to the interference by the Shipping Master, Kolkata/Opposite party 2 attached to Mercantile Marine Department (MMD), the SOGLASIE Insurance Co. Ltd. (P&I Club of the vessel) stepped in and arranged for the essentials supplies and provisions including drinking water to the crew members. The provisions supplied to the vessel at anchorage at the instance of the SOGLASIE Insurance Co. Ltd. (P&I Club of the vessel MT Unity) are only sufficient enough for 28 more days. The petitioner and crew members are also being paid their outstanding wages by the Insurer.

(xi) that, the Insurer is in regular touch with the petitioner and crew members in actively exploring all the options for signing off and repatriating them. It is made to understand from sources that opposite party Nos. 1,2& 4 have withheld



the request of the crew change/signing off on account it being prohibited by opposite party No.3.

(xii) that, the supplies are only enough till 14th August 2026 and on the account of vessel being abandoned by the Owners, the petitioner and crew members cannot remain under uncertainty, hence, are seeking urgent disembarkation and repatriation to their respective country, the cost of which, has been agreed to be borne by the SOGLASIE Insurance Co. Ltd (P&I Club of the vessel). As for substituting the crew members, it is understood that the same does not come within the power/capacity of Insurer, however, opposite party No.1 has the obligation under the Act in the event of abandonment of the vessel by the Owner.

4. With such other facts pleaded, the present demand is for a direction to facilitate the signing off and repatriation of the crew members from onboard of the vessel and necessary arrangements in that regard with replacement of such crew. Admittedly, India is a signatory to the Maritime Labour Convention, 2006 (shortly as, 'the Convention') and has officially ratified the same, a fact, which is not in denial by opposite party No.1 and therefore, as a Member State is bound to comply with the statutory obligation as contemplated therein. The Convention clearly outlines the rights of Seafarers and the duties of the Member States in ensuring protection in their respective territory. In fact, as per Article 4(1) and (3) of the Convention, every Seafarer all around the world has the right to safe and secure



workplace that complies with the internationally accepted and practiced safety standards. It is the right of the Seafarer to work in a decent working environment and living conditions onboard ship. Furthermore, by virtue of Article 4(5), India being a Member State to the Convention shall ensure that the above rights of the Seafarers including others chartered therein are fully enforced within the jurisdiction of India. That apart, Regulation 2.5 of the Convention, standard guidelines have been issued vis-à-vis the rights of the Seafarers to be repatriated safely from a vessel. As a Member State, India is also duty-bound to oversee that the seafarers' right to repatriate is enforced within its jurisdiction when opposite party No.6 has abandoned the vessel and its crew members and as such, acted contrary to the provisions of the Convention and the Act and that too when it has appeared in the ILO-IMO Joint Database of Abandoned Seafarers due to breaches of the Convention read with Standard Article 2.5.2 (Abandonment), according to which, if the Owner of the vessel fails to repatriate the crew members or leaves them without maintenance or support or failed to pay wages then in that case, he is said to have abandoned them and correspondingly, such provisions are incorporated in Section 3(1) of the Act. Furthermore, in view of Section 3(2) of the Act, a vessel is said to be abandoned, if the Master has no financial means for its operation or when the owners fail to comply with its liability to safely operate the vessel.



5. Heard Mr. Mathew, learned Senior Advocate appearing for the petitioner, Mr. Parhi, learned DSGI and Mr. Das, learned counsel for opposite party No.3.

6. The abandonment of seafarers is undoubtedly a labour rights violation. It is not merely a technical breach of contract, but it represents a humanitarian crisis as rightly pointed out by Mr. Mathew, learned Senior Advocate for the petitioner. The psychological toll on abandoned seafarers, who often go months without pay or communication with their families, can be devastating. The further submission is that the petitioner and the crew members of the vessel have fundamental right to life as guaranteed under Article 21 of the Constitution of India and therefore, they are to be treated with dignity and provided with basic conditions, wherein, they could decently survive. It is contended that the petitioner and the crew members are foreigners but still are entitled to seek to enforce the fundamental right to life and while advancing such an argument, Mr. Mathew, learned Senior Advocate refers to the decisions in **Louis De Raedt Vrs. Union of India and others (1991) 3 SCC 554** besides **National Human Rights Commission Vrs. State of Arunachal Pradesh & Another (1996) 1 SCC 742**. It is further contended that the right to life also does not itself mean a mere animal existence but a right to live with dignity as held in **Maneka Gandhi Vrs. Union of India 1978 SCR (2) 621**. As further contended, the right to live with human dignity cannot be without a humane and healthy environment held and observed in **State of M.P. Vrs. Kedia**



Leather & Liquor Ltd. and others (2003) 7 SCC 389.

Lastly, a decision of Kerala High Court in **Francis Manjooran and Others Vrs. Government of India, Ministry of External Affairs, New Delhi and others (1965) KLT 1076 (FB)** is placed reliance on wherein it is held that the fundamental right to 'personal liberty' in Article 21 of the Constitution includes the right to cross the frontiers of India and to re-enter the country unless curtailed only as per a procedure established by law. This was accepted by the Apex Court in **Satwant Singh Sawhney and another Vrs. D. Ramarathnam, Assistant Passport Officer, New Delhi and others AIR 1967 SC 1836**. The contention is that the petitioner and the crew members are entitled to repatriation as per the Convention, 2006, the Act and the Constitution of India and therefore, opposite party Nos, 1,2,4 &5 are to facilitate the repatriation process and that the Insurer of the vessel has shown its willingness to bear the cost of repatriation, but the only issue is that it cannot substitute the crew members onboard the vessel for the simple reason that they cannot act as an Agent with the necessary replacement of the crew, which is again beyond the purview of the contract.

7. Recorded the submission of Mr. Parhi, learned DSGI, who would submit that the opposite parties are quite conscious of the difficulties faced by the crew members and have been engaged with the stakeholders to address their concerns. The contention of Mr. Parhi, learned DSGI is that in any isolated incident occurring onboard does not by itself



create a statutory obligation for the Union of India to assume position or management of the vessel. Essentially, according to Mr. Parhi, learned DSGI, there is no objection to the repatriation of the crew members on any such medical ground of the petitioner with a decision by the competent authorities and in so far as replacement of the crew is concerned, it is for the shipowner, Manager, custodian or the plaintiffs of the Admiralty suit to make sure with a proper replacement for carrying out the responsibilities onboard. It is alleged that the petitioner seeking evacuation without the assistance of the Coast Guard or the Regional Maritime Rescue Coordination Centre, which is primarily responsible for medical emergency onboard vessel, has knocked the doors of this Court and such conduct shows that it is just a ploy and tactic to transfer the liability onto the Union of India. It is claimed by Mr. Parhi, learned DSGI that in addition to the vessel Owner, joint responsibility may have to be fixed on the plaintiffs, who are already before this Court for realization of the maritime claims, for replacement of the crew and their repatriation.

8. Mr. Das, learned counsel for opposite party No.3 submits that it is the Master of the vessel who has the right to manage and operate the vessel, which is claimed to be abandoned. According to Mr. Das, learned counsel, the petitioner is a despondent owner and is a representative of the real owner of the vessel and hence, for the dispute between them, the opposite parties have been dragged into the same and refers to Section 92 of the Act and other



provisions thereof with the submission that the Union of India is empowered to take charge of a vessel without nationality, where it is established that a vessel within India or its coastal waters is not legally entitled to fly the Flag of a State or has lost such right exercisable under Section 304 of the Act. Mr. Das, learned counsel refers to Section 311 of the Act which lays down the powers of the Central Government in respect of the abandoned vessel including to issue directions to the Port authority and others to render services or assistance or take measures in respect of any abandoned vessel. It is informed to the Court by Mr. Das, learned counsel that the vessel is a Tanker with crude Cargo consignment which was discharged at open sea at a distance of 11 nautical miles from the shore through single point mooring system and after conclusion of discharge, it was shifted to a Tanker anchorage. The contention is that the Insurance Company which indemnifies the coverage has not been arrayed as a party and in so far as opposite party No.6 is concerned, it is represented in India by Inter-Ocean Shipping (India) Private Limited under the Port Entry Rules, 2012 under whose declaration the vessel was permitted to be brought inside the territorial waters of India but again not made a party herein and therefore, the writ petition is liable to be dismissed for non-joinder of necessary parties. Further, it is claimed that the detention of the vessel is posing a security threat for its unduly long stay at Paradip anchorage when the Port is defined as vital asset especially to its single point mooring and oil jetties according to the



Intelligence Bureau recommendation. Mr. Das, learned counsel submits that the Port has acted in due diligence responding to the medical urgency when declared by the vessel as it has deployed its assets, namely, Tug, Ambulance and medical support for the evacuation of the sick crew members and tided over the medical crisis as the crew treated and returned back to the ship at their own request at Paradip Port and neither the P & I Club nor the owners or managers responded to such crisis and that the Port has acted in accordance with the provisions of Indian Ports Act, 2025. As to the sign-off and the repatriation of the crew members, it is submitted to the Court by Mr. Das, learned counsel that there is no objection to it by the Paradip Port so long as there is sufficient crew in accordance with Safe Manning Certificate to take actions during vessels encountering with Maritime Adventures onboard. With such submission, the contention of Mr. Das, learned counsel is that opposite party No.3 has discharged its obligation and therefore, cannot be held responsible for the situation and whatever crisis, as according to the petitioner, is to be dealt with and managed by him as the Master of the vessel besides the Owner and others having a joint responsibility.

9. Perused the affidavits on record including the additional affidavit filed by the petitioner dated 7th September, 2026 reflecting therein the critical machinery and safety deficiencies of the vessel; status of Flag State, class and registration of the vessel; incident of total blackouts onboard the vessel and even request for Consular intervention and



clarification on nationality of crew members besides obligations of India as a Port State. The said affidavit is supported by the relevant documents annexed thereto.

10. Without doubt, in view of Section 92 of the Act, opposite party Nos.1, 2 4 & 5 have a statutory obligation to make arrangements and meet the cost of replacing the crew in the event of an abandoned vessel. Such cost is valid debt in favour of opposite party No.1 which can be recovered from opposite party No.6 or from the vessel after its sale. The debt is also enforceable against the vessel as a maritime claim. Under the circumstances narrated hereinabove opposite party No.1 through opposite party Nos. 2, 4 & 5 can man the vessel as per the requirement for enabling the safe operation of the vessel after repatriation of the petitioner and the crew members.

11. In fact, this Court by order dated 7th August, 2026 vide I.A. No.14685 of 2026 directed opposite party No.3 to take steps for removal of sludge from the vessel on urgent basis, if there is no any legal impediments. The petitioner's plea for specialized treatment to the Seafarer being unwell and to facilitate the urgent sign off and dismemberment with their repatriation has been put forth for the reason stated and in terms of Section 91 of the Act. The petitioner's contention is that the vessel has been lying idle at Anchorage of the port since 11th May, 2026 and is under arrest by this Court's intervention as a security to the maritime claims. This Court finds that opposite party Nos.6 & 7 are the Owner and



Charterer of the vessel respectively have miserably failed to discharge their duties and obligations including disbursement of the wages of the crew members, in supplying essentials etc. as contemplated under the Convention, 2006 and the Act thereby resulting in total abandonment of the vessel and its crew.

12. The need is for a direction to the opposite parties to facilitate the signoff/disembarkment of the petitioner and the crew members and their repatriation with necessary arrangements for replacement of the crew onboard of the vessel as per Section 92 of the Act and also to permit the vessel to berth in the port/lay-up berth/mooring or any other safe point within the port premises for sludge removal and safe accommodation. According to this Court, claims may have to be settled in due course, however, till then, for the delay and time, it is likely to consume to realize such claims, the petitioner and the crew members, who are held up since the month of May, 2026, are to be immediately repatriated since the vessel can safely be declared as having been abandoned. The claim is that the national flag of the country originally onboard is disowned by the Member State and hence, it has become an abandoned ship and therefore, the duty and responsibility of the Union of India is to facilitate urgent disembarkment/repatriation of the petitioner and the crew members, who are without salary.

13. In course of argument, Mr. Mathew, learned Senior Advocate refers to the affidavit with the contention that



there is a need for a direction to opposite party Nos.1 to 5 to invoke powers under Section 304 read with Sections 92 and 311 of the Act so as to evacuate all the crew members from the vessel at Anchorage and to take charge of the vessel and run it with replacement of crew and to consider their repatriation. As a reminder, Mr. Mathew, learned Advocate cites the Convention and the relevant provisions therein vis-à-vis repatriation of seafarers, who are entitled to be repatriated when the shipowner fails to do so and such repatriation shall be at the instance of the Member State whose flag the ship flies with the expenses incurred recoverable from the Owner. The demand for repatriation is on the basis of a claim that the ship is abandoned and in such a situation, the Union of India as a Member Nation to the Convention ratified later, is to step in to burden the responsibility towards the repatriation. Referring to an order of the Bombay High Court dated 15th May, 2019 in Writ Petition (Lodg. No.1500 of 2019), it is submitted by Mr. Mathew, learned Senior Advocate that therein immediate disembarkment was directed as the crew members remained on ship for a considerable period of time and having regard to their living conditions onboard and such direction was to the Union of India to assist them in the process of disembarkment from the vessel without any demur and finally disposed it of by order dated 3rd January, 2024 granting liberty on their demand towards unpaid salary and other dues for being agitated in appropriate proceedings. The contention is that the petitioner and the crew members



are in a pathetic condition and hence, in exercise of powers under the Act, the Union of India is to intervene and take urgent steps for the disembarkment and repatriation.

14. Considering the factual position, this Court is of the view that the flag on the ship since claimed to be disowned by the Member State, hence, it shall have to be declared as an 'abandoned vessel'. According to Section 3(2) of the Act, an abandoned vessel includes any of the vessels mentioned under Clauses (a) to (e) thereof. A vessel is stated to have been abandoned when as per Sub-Section (2)(d) of Section 3 of the Act a vessel whose owner fails to fulfill the obligations under the Act towards ensuring safety, security, prevention of pollution or welfare of seafarers and whose insurer, salvor or contractor fails to satisfy such obligations within such reasonable time as may be specified by the Government of India or as per Clause (e), a vessel restrained by any Court or public authority in India, in respect of which, the public authority or the person assigned responsibility by the Court to fulfill the shipowner's obligations under the Act fails to deliver. In so far as, the case at hand is concerned, according to the Court, not only the Owner has failed to discharge the statutory obligations but also the vessel has been detained by the orders of this Court in Admiralty Suits and hence, according to Section 3(2)(d) and (e) of the Act, the vessel has become an 'abandoned vessel' and the crew members are its abandoned Seafarers defined under Section 3(1) thereof.



15. It is the Union of India which is to repatriate by assuming the responsibility of the abandoned vessel so as to facilitate the Seafarer's repatriation. In fact, Section 92 of the Act deals with replacement of crew onboard of abandoned vessels and it stipulates that if the shipowner of the vessel which is either Indian or foreign country abandons on or near the coast of India or within its coastal waters fails to make arrangement for or to meet the cost of arranging for replacement crew to be sent onboard the vessel whose seafarers are required to be repatriated, the Central Government shall arrange for replacement crew to be sent onboard such vessel and the cost incurred shall be a debt due to be paid by the shipowner or his agent who shall not be entitled to recover the same from the seafarers any amount paid to the Government in settlement or part settlement for such debt. In a situation, where the ship is abandoned and also Seafarers, the replacement of crew onboard is considered on account of the default of the shipowner, who is having a statutory obligation to discharge under the Act. Section 304 of the Act deals with power of Central Government with respect to vessel without nationality. As herein, the Member Nation disowned the flag onboard, hence, the plea is that the Union of India is to invoke the powers under Section 304 of the Act. The power of the Central Government in respect of abandoned vessels is prescribed under Section 311 of the Act and it deals with the directions to the Port Authority or State Maritime Board or any other authority or agency to render services or



assistance or take measures in respect of any abandoned vessel which is abandoned on or near the coast of India or within the coastal waters that is aimed at ensuring safety, security and preventing the abandoned vessel from posing a threat to life or property or environment, including protection of India's coastline or related interests from pollution or threat of pollution arising out of the abandoned vessel and any such cost expenses incurred while taking up such measures is treated as a debt due for the Government recoverable from the proceeds received from the sale of the vessel or its cargo.

16. Having regard to the provisions of the Act discussed hereinabove, there is no doubt that in case of an abandoned vessel, the Union of India has a role to play which includes replacement of crew onboard and their repatriation. Regard being had to the fact that the ship is abandoned by the owner and also its crew members claiming the flag onboard as fake, this Court is inclined to hold that such an abandoned vessel is to be dealt with in terms of the provisions contemplated under the Act. The petitioner, a Russian national and he is stranded with the crew members for the vessel having been abandoned by the shipowner since May, 2026 lying at Anchorage of port. Necessary provisions are in place under the Act to deal with such a situation where a vessel is abandoned for the stated reasons including when the maritime claims are made and pending clearance/settlement. Such is one of the contingencies when the ship is declared as an abandoned vessel in view of



Section 3(2)(e) thereof. On a reading of the Convention to which India is a signatory having officially ratified the same and as a Member State is bound to comply with the statutory obligation as enumerated thereunder. At the cost of repetition, it is reiterated that in **Louis De Raedt** (supra), the Seafarers of abandoned ships have a right to live guaranteed under Article 21 even though foreign citizens. In **National Human Rights Commission** (supra), held that the right to life under Article 21 equally applies to the citizen of foreign country. In **Maneka Gandhi** (supra), the Apex Court concluded that right to live does not itself mean a mere animal existence but a right to live with dignity which cannot be without humane and healthy environment as held in **Kedia Leather & Liquor Ltd.** (supra) so as to ensure enforcement of fundamental rights to personal liberty as enshrined under the Constitution. According to this Court, opposite party Nos.1, 2, 4 & 5 shall have to discharge the statutory and constitutional obligations read with the Convention to make necessary arrangements for replacing the petitioner and the crew of the abandoned vessel and to recover the cost of it from the vessel owner which is equally enforceable as a maritime claim. The crew members and the petitioner cannot be left abandoned indefinitely till the maritime claims are settled. By claiming that it is a solitary incident the interest of the crew members cannot be ignored, rather, a case which is covered by the Act to be dealt with thereunder. This Court is also not inclined to accept the argument that for the breach of contract, replacement and



repatriation of the crew members is to be looked after by the vessel owner and others including the plaintiffs of the maritime suits when it is abandoned by the Owner and others which does not include the Insurer. Such is no part of the contract either. The Insurer can step in to a limited extent and it does not include such activities for repatriation. The Insurer is only to indemnify the loss but not to poke its nose after the vessel is declared abandoned. To claim that the parties to the contract are responsible for the replacement and repatriation and therefore, the Union of India is not to intervene is wholly misconceived.

17. For the impasse following abandonment of the vessel and its crew members and the petitioner, this Court, in the interest of justice and having regard to the statutory obligations contemplated under the Act and also the Convention, to which, India is a signatory, is inclined to direct opposite party Nos.1, 2, 4 & 5 to immediately take charge of the situation to ensure their disembarkment and repatriation necessarily with replacement of the crew and such other exercise as expedient without further delay and to realize the expenses incurred while accomplishing it from the Owner or its agents whosoever liable to indemnify as maritime claim and accordingly, it is ordered.

18. In the result, the writ petition stands disposed of with the directions as aforesaid for compliance by opposite party Nos.1, 2, 4 and 5 vis-a-vis disembarkment and repatriation of the petitioner and the crew members of the vessel 'MT



Unity' at the earliest preferably within three weeks from the date of receipt of a copy of this judgment.

(R.K. Pattanaik)
Judge

Alok

Signature Not Verified

Digitally Signed
Signed by: ALOK RANJAN SETHY
Reason: Authentication
Location: OHC, CTC
Date: 07-Oct-2026 10:48:15

