

## Order Sheet

IN THE HIGH COURT OF SINDH KARACHI

### Execution No.15 of 2023

Date	Order with Signature of Judge
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For hearing of execution application

**28.09.2023**

Mr. Safdar Mehmood, Advocate for the Decree Holder  
Imtiaz Ahmed Manager of "M/S Terra Marine"

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This is an Execution Application arising out of a decree passed in Admiralty Suit No.37 of 2001. Plaintiff's claim was for master's wages which is a maritime claim and continues against the vessel irrespective of change of ownership of the ship. This Court decreed the admiralty suit of the plaintiff to the extent of prayer clause (ii) for US\$17,498.95, however, with interest from the date of the suit restricted to 6% only.

The admiralty suit was filed against the Vessel, "MV Eco Ekram" when the vessel was anchored at Karachi Port. After the owners submitted a bank guarantee to the Nazir (Marshal), the vessel sailed away. Thereafter, Adm. Suit No.37/2001 was defended by the vessel through Capt. Saulat Majeed Khan, Director of Terra Marine Ship Management (Pvt.) Ltd. who also stepped into the witness box and gave evidence. When the execution proceedings against the Judgment-Debtor / vessel was commenced it was no longer anchored at the Karachi Port, and the Decree-Holder, specified in the title of the Execution, the Judgment-Debtor's last known address known to the Decree-Holder, as one of M/s Terra Marine, 2<sup>nd</sup> Floor, Old Ralli Building, Talpur Road, Off I.I. Chundrigar Road, Karachi.

By Order dated 07.03.2023, the Executing Court issued notice to Judgment Debtor by all modes including electronic mode except publication. After repeated attempts of this Court to effect service on the Judgment-Debtor, today, one Mr. Imtiaz Ahmed, identifying himself as Manager of "M/s Terra Marine" appeared and submitted that the Owners of the Vessel, "MV Eco Ekram", were Iran Shipping Lines/Eco Shipping Company, and that "M/s Terra Marine" are neither their agent nor authorized to receive court notices on behalf of Judgment-Debtor

Plaintiff Counsel submits that he has no information of the past and present owners of "MV Eco Ekram" as well as no knowledge of address of Iran Shipping Lines/Eco Shipping Company. According to the Manager of "M/s Terra

Marine” Iran Shipping Lines/Eco Shipping Company does not have offices in Pakistan.

The Decree-Holder Counsel submits that he has received no notice about filing of any Appeal against the Judgment dated 04.01.2023 in Admiralty Suit No.37/2001. Further, according to the Assistant Registrar (Civil Appellate Branch) Report dated 17.02.2023, no appeal had been filed in Adm. Suit No.37/2001 as of the said date. The Deputy Registrar (Judicial) Note Report dated 22.03.2023 states that no Admiralty Appeal is lying under objection against the decree passed in Adm. Suit No.37/2001 till 22.03.2023.

Record perused. The Judgment is of 04.01.2023 and the Decree has been signed on 30.01.2023. The Execution Application was filed on 14.02.2023. Almost 7.5 months have passed since. No one is present on behalf of the Judgment-Debtor so far. To date, no objection to this Execution has been filed. Pursuant to this Court’s Order dated 04.02.2002 in Adm. Suit No.37/2001 the Judgment-Debtor (Defendant Vessel) had furnished security of Rs.1,070,000 by way of Bank Guarantee equivalent at that time to the US\$ suit amount with Nazir (Marshal) under Account No.35622. The said Bank Guarantee is still available with Nazir.

At the outset, Nazir is directed to calculate the break-up of the decretal amount in US\$, setting out the break-up in tabular format as follows:

(Row)	(Description)	(Amount in US\$)
(A)	the Principal amount of claim;	
(B)	the simple interest compensation component of 6% of US\$17,498.95 for one year in US\$;	
(C)	the amount of interest/compensation calculated in US\$ at 6% of US\$17,498.95 for 21 years and 3 months from the date of filing of the Adm. Suit on 13.11.2001 to the date of filing of this execution, i.e. 14.02.2023;	
(D)	the US\$ amount of interest/compensation for the period commencing from the date following the filing of execution, i.e. on 15.02.2023 to 16.09.2023, i.e. seven (7) months, and,	
(E)	the total amount in US\$ (total of A + C + D).	

The amount of the Bank Guarantee furnished to the Nazir is in Pakistan Rupees, whereas the decree is in the United States Dollars. The Decree dated

14.01.2023 denominated in US\$ will still be left unsatisfied even after the Bank Guarantee denominated in PKR is encashed by the Nazir (Marshal) and paid to the Decree-Holder. Nazir is directed as per the rules and practice of the Court to release to the Decree-Holder the Bank Guarantee amount in PKR and adjust the PKR amount of the funds released to the Decree-Holder against the US\$ Decree dated 30.01.2023. Nazir will determine the US\$ balance outstanding amount due under the decree against the Judgment-Debtor after adjusting the PKR amount paid to the Decree-Holder in US\$ at the prevailing official rate of exchange of US\$ as available and updated on the State Bank of Pakistan website on the date of payment to the Decree-Holder. Nazir will take a screenshot of the webpage showing the rate of exchange of US\$ and the date and time appearing on the webpage.

On completion of the above exercise, Nazir will add a Row (F) to the above-mentioned table to be described as Decree adjusted / part-satisfied, indicating the amount in US\$ released to Decree-Holder to be deducted from the total in US\$ given in Row (E). Nazir will then add another row to the table, i.e. Row (G), indicating the balance due under the Decree dated 30.01.2023 against the Judgment-Debtor after part-satisfaction of the said Decree. The Office will flag Nazir's Report in tabular format in the Execution file and also place a copy of Nazir's Report along with a copy of the Order passed today in the disposed of Adm. Suit No.37/2001.

The Execution is adjourned sine die. The remaining balance amount of the Decree in US\$ (Row "G" of the table) remains recoverable against the Judgment-Debtor. Office may revive the execution proceedings as and when Decree-Holder moves an Application supported by an affidavit identifying either movable or immovable asset/property of the Judgment-Debtor (read in the light of Section 4 (4) of the Admiralty Jurisdiction of High Courts Ordinance, 1980) for the satisfaction of the US\$ balance amount of the Decree dated 30.01.2023 against the Judgment-Debtor as set out in table Row (G) of the duly flagged Nazir's Report.

J U D G E