

IN THE SUPREME COURT OF
BANGLADESH
HIGH COURT DIVISION

(ADMIRALTY JURISDICTION)

JUDGMENT

A.K.M. ABDUL HAKIM, J.

ADMIRALTY SUIT NO. 41 OF 2011.

A.K.M. Abdul Hakim, J	Marodi Service S.A.S.Plaintiff.
	Vs
Judgment on 03.04.2014.	M.V. SWIFT CRO and others. Defendants.
For the plaintiff.	Mr. Md. Forrukh Rahman, Advocate
For the defendants.	No one appears

Terms, Issues and Phrases:

Dismissal of admiralty suit for non-prosecution, Settlement on admiralty out of court.

Admiralty Court Act, 2000:

Dismissal of Admiralty Suit for non-prosecution:

It appears that the plaintiff has compromised its suit with the defendants as per terms and condition stated above and as such the plaintiff is not interested to continue with the suit as such the same is required to be dismissed for non-prosecution and vacate the order of arrest and also release of the vessel.....(Para 8).

1. Supplementary affidavit in support of the main application.

2. This is an application filed by the plaintiff dated 20.11.2013 for dismissal of Admiralty Suit for non-prosecution and vacating the order of arrest dated 14.11.2013 and releasing the vessel M.V. SWIFT CRO Flag: Panama.

3. It appears that the parties amicably settled their dispute out of court. Accordingly, the defendants have agreed to pay of Tk. 24,00,000/- (Twenty Four lac) only to the plaintiff as full and final settlement of its claim. Since the plaintiff has no local agent in Bangladesh the sum of Tk. 24,00,000/- was deposited in the name of the learned Advocate for the plaintiff and same was deposited in his account No. 18121265701 maintained with Bangladesh Chartered Bank Ltd. Gulshan North Dhaka. The plaintiff being a foreigner is entitled to receive the sum of US\$ 27,000.00 after converting the same with the permission of Bangladesh Bank.

4. In such circumstances, the plaintiff filed an application on 21.11.2013 for direction upon the Marshall of the court to accept deposit of Taka 21,60,000/- (Twenty one lac. Sixty thousand) equivalent to US\$ 27,000.00 for the purpose of remitting the same in US Dollars by telegraphic transfer to the account of plaintiff-Marodi Service. *Miafican*

amiliano Spa (Credem), Italy after necessary permission from the Bank.

on hearing the application this court dated 23.01.2014 directed the of this court to accept deposit of 50,000.00 (Taka Twenty one lac, thousand) only equivalent to US\$ in the Marshall account maintained in the Bank, Supreme Court Branch, and convert the said amount of Taka into US\$ United States for the purpose of remitting the same to the plaintiff in Italy by Bank transfer after obtaining necessary permission from the Bangladesh Bank. It was directed the General Manager, Foreign Policy Department, Bangladesh Bank to issue a letter granting required to the Marshall of this court to convert the deposited amount of Taka into US\$ for a sum of US\$ 50,000.00. Accordingly, the plaintiff in compliance of the said order filed affidavit of compliance on 13.03.2014 stating that the lawyer Mr. Mohammed Forrukh deposited a Pay a Pay Order no. 14 dated 7th November 2013 21,60,000/- (Twenty One lac, Sixty thousand) only in the account of the Marshall of the Court on 23.01.2013. After receipt of Bangladesh Bank permission vide letter, BEPD (Remittance) 02/20140-1392, dated February 2014 (Annexure-IV) to the plaintiff's account in Italy.

It further appears that, thereafter, the Bank Supreme Court Branch with a view to remit the said amount wrote to the respective branch and local office by SWIFT message LORMTZOUT/58/14, remitted the amount to the plaintiff's account in Italy

by (Annexure-V) dated 12.03.2014 and the plaintiff also confirmed the receipt of US\$ 27,000.00 by e-mail dated 13.03.2014 (Annexure- VI) to the supplementary affidavit dated 03.04.2014 tiled by the plaintiff-petitioner.

7. I have heard the learned Advocate for the plaintiff and perused the application.

8. It appears that the plaintiff has compromised its suit with the defendants as per terms and condition stated above and as such the plaintiff is not interested to continue with the suit as such the same is required to be dismissed for non-prosecution and vacate the order of arrest and also release of the vessel.

9. The court fee paid is sufficient.

10. Hence ordered:

11. That the suit be dismissed for non-prosecution without any order as to cost.

12. Let the vessel M.V. SWIFT CRO, (Flag: Panama), now lying under arrest at Chittagong Port, Chittagong by order of this court passed on 21.06.2011, be vacated and released from the order of arrest forthwith.

13. The Marshal of this court is hereby directed to take all necessary steps for securing release of the said vessel.

14. Further, the relevant authorities namely, the Chairman, Chittagong Port Authority, Chittagong (Defendant no. 5), Harbour Master, (Chittagong Port Authority, Chittagong (Defendant no.6). Commissioner of Customs, Customs House, Chittagong, (Defendant no. 7), Officer-in-Charge Bandar Police Station, Chittagong (Defendant no.8), Principal Officer, Mercantile Marine

Department, Chittagong Port, Chittagong (Defendant no.9) and SWIFT CRO LIMITED 80, Broad Street, Null Monrovia, Liberia (Defendant no.10) respectively are directed to order necessary assistance to the Marshal to ensure compliance of this order and effect release of the vessel at the earliest.

15. Let this order be communicated to the concerned authorities at once by the Special Messenger at the cost of the plaintiff.

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