

SUPPLIES OR SERVICES RENDERED TO ANY SHIP

Section 4 (1) (l) of the Admiralty Act (2017) deals with the above subject maritime claims, goods, materials, perishable or non-perishable provisions, bunker fuel, equipment (including containers), supplied or services rendered to the vessel for its operation, management, preservation or maintenance including any fee payable or leviable.

If it is conclusively shown that supplies or services rendered to any ship are prima facie for its operation, management, preservation or maintenance including any fee payable or leviable and are within the scope and ambit of 4 (1) (l) of the Admiralty Act (2017), admiralty action will lie.

The supplies or services are in the nature of necessities contemplated supply of goods or materials to a particular ship for her operation, management, preservation or maintenance. For a ship to be able to trade in commerce and in the present time context, the term necessities have to be given broad and liberal meaning. The maritime law has developed over a period of many centuries and is still in process of development. It cannot be confined to historical characteristic principles, rules and practices in fast developing international trade and commerce. The expression necessities for supplies or services has to be given meaning within the modern context of shipping and commerce and commercial expedience cannot be over looked and ignored altogether.

Maritime law, to a great extent is international law and it is important for commercial reasons that the courts in interpreting its principles and terms have regard to broader global view and felt necessities. The expression goods, materials, perishable or non-perishable provisions, bunker fuel, equipment (including containers), supplied or services rendered to the vessel for its

operation, management, preservation or maintenance including any fee payable or leviable "needs to be construed keeping aforesaid position in mind. A reasonable test to be applied is that goods supplied or services rendered to the ship must be sufficiently and proximately connected with the operation of the ship. The words operation of the ship cannot be construed narrowly and must be viewed as a complete commercial operation. All things reasonably requisite for a voyage or maritime adventure on which the ship is bound to be covered and held to come within the section 4 (1) (l). The operation of the ship would necessarily include operation of ship necessary for voyage.

Supplies or services rendered to the vessel for its operation, management, preservation or maintenance would not include bunker oil supplied to the ship for sale to other ships could not be conceived as goods supplied for her operation but if supplied to the ship for her consumption then it is for her operation. The phrase 'operation of the ship' should not be equated with the business activities of the shipowner and the section as enacted could not cover goods which are loaded onto two ship only to be unloaded or disposed of soon thereafter by sale.