

**ANALYSIS OF SECTION 4(1)(K) OF THE ADMIRALTY
(JURISDICTION AND SETTLEMENT OF MARITIME CLAIMS)
ACT, 2017 WHICH ALLOWS THE HIGH COURT TO HEAR
AND DETERMINE DISPUTES CONCERNING PILOTAGE**

Section 4(1)(k) of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 confers jurisdiction upon the High Courts in India to adjudicate disputes relating to pilotage services. This provision establishes a specific legal framework for addressing conflicts arising from the duties and obligations of pilots in guiding vessels safely through navigational waters. Pilotage, being an essential component of maritime navigation, ensures that vessels are steered safely, particularly in congested or hazardous areas such as ports, rivers, and channels where local expertise is crucial.

The concept of pilotage has deep roots in maritime law, with its foundation grounded in the need to mitigate navigational risks. A pilot, typically mandated by local laws or port regulations, plays a critical role in averting maritime accidents by leveraging their intimate knowledge of local waters. Under Section 4(1)(k), disputes may arise from a variety of contexts, including but not limited to, claims for compensation due to pilot error, failure to provide pilot services, contractual disputes with pilotage authorities, or issues regarding pilot liability for accidents or damages caused while performing their duties.

The High Courts' jurisdiction under Section 4(1)(k) of the Admiralty Act, 2017 reflects a broad interpretation of what constitutes disputes concerning pilotage. It encompasses claims for damage to vessels, property, or third parties that may result from alleged negligence or misconduct by a pilot. Additionally, disputes may involve questions surrounding pilotage fees, terms of pilotage contracts, and the liability of pilotage authorities in case of incidents. The expansive nature of the court's jurisdiction under this section

enables it to adjudicate matters related to statutory duties and obligations imposed on pilots and those governing the provision of such services under local port or navigational laws.

In terms of liability, pilotage disputes are often nuanced, balancing the duties and responsibilities of the pilot with the vessel owner's obligations. In certain jurisdictions, a compulsory pilot may have limited personal liability for errors, shifting the responsibility onto the vessel owner or operator, while in others, pilots may be held directly liable. This complexity has led to divergent judicial approaches, depending on the governing laws and contractual provisions in force.

Case laws provide critical insight into how courts have interpreted and applied the principles of pilotage in admiralty disputes. For instance, in *Clyde Navigation Trustees v Barclay, Curle & Co* (1923), the court considered the scope of a pilot's responsibility in ensuring the safe navigation of a vessel within a harbour. The case highlighted the fine balance between the pilot's duty to exercise reasonable care and the vessel owner's ultimate responsibility for its vessel's operation. In India, similar principles have been applied, with courts often delving into the contractual terms governing pilotage services, especially where disputes over negligence or breach of duty arise.

The Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017, in conferring jurisdiction to the High Courts under Section 4(1)(k), also brings into focus the statutory framework governing pilotage in India. Local port regulations typically dictate the circumstances under which pilotage is compulsory, and such regulations often impose mandatory pilotage in specific waters or for vessels exceeding certain tonnage limits. Disputes regarding compliance with these regulatory mandates, particularly where a vessel owner fails to procure the services of a pilot or where a pilot fails to meet their statutory obligations, fall within the purview of this section.

Moreover, the intersection of pilotage disputes with issues of limitation of liability under maritime law introduces additional complexity. Claims against pilots, particularly in cases of negligence, may be subject to limitations under the Merchant Shipping Act, 1958, or international conventions like the 1976 Convention on Limitation of Liability for Maritime Claims (LLMC). Courts have grappled with reconciling the limitation of liability for pilots with the broader principle of equitable compensation for losses incurred due to pilot error or misjudgment. In *The West Cock*, an English case, the court discussed the extent to which pilots could limit their liability under the pilotage exemption clauses, providing a judicial interpretation that balanced statutory protection with the need for accountability.

The provision of Section 4(1)(k) of the Admiralty Act also touches on the broader theme of public policy in maritime law. Since pilotage is often deemed compulsory for certain vessels, courts may consider public interest factors when adjudicating disputes. For instance, the role of pilots in preventing environmental damage, such as oil spills or collisions that could harm marine ecosystems, may influence judicial decisions. Courts, in determining liability or awarding compensation, might consider the broader societal implications of ensuring safe navigation through sensitive marine environments.

Another critical aspect of pilotage disputes that may be adjudicated under Section 4(1)(k) involves the interpretation and enforcement of international conventions on pilotage services. The International Maritime Organization (IMO) has established certain standards and recommendations regarding pilotage, particularly through its Safety of Life at Sea (SOLAS) Convention. Indian courts may thus be called upon to interpret domestic pilotage laws in conjunction with international obligations, ensuring that domestic legislation aligns with global safety standards.

Pilotage disputes may also involve ancillary matters, such as the payment of dues, including pilotage fees or additional charges for delayed services. Disputes over fees often stem from disagreements about the calculation of such charges, especially where a vessel operator alleges overcharging or failure to provide adequate services. In such cases, courts have been called upon to interpret fee structures within the context of port regulations, contracts, and statutory provisions.

The Admiralty courts have traditionally taken a robust approach to resolving pilotage disputes, with a focus on protecting the interests of both the vessel operators and the pilotage service providers. The jurisprudence emerging from these cases demonstrates the courts' willingness to scrutinize the actions of pilots to ensure they adhere to their statutory and contractual obligations while simultaneously recognizing the inherent risks and challenges that come with piloting large vessels in treacherous or congested waters.

Section 4(1)(k) thus empowers the High Courts to act as the ultimate arbiter of justice in pilotage disputes, ensuring that the rights and obligations of all parties involved in maritime navigation are fairly adjudicated. The inclusion of pilotage within the Admiralty Act's jurisdiction recognizes the vital role pilots play in the maritime industry, underscoring the necessity of specialized legal mechanisms to address the unique challenges and disputes that arise from their services.

In *The Tritonia*, an English case, the court emphasized that a pilot's liability is not absolute, and their duty is to exercise skill and care commensurate with the hazards of the local waters in which they operate. This principle has found resonance in Indian courts, where the standard of care expected of pilots has been held to be proportionate to the difficulty of the navigational task at hand. However, Indian courts have also made it clear that the statutory protection offered to pilots under the Merchant Shipping Act does not absolve them of responsibility for gross negligence or willful misconduct.

Finally, disputes concerning pilotage often raise questions of contributory negligence, particularly where vessel operators may be partially responsible for the accident or incident. The doctrine of contributory negligence allows courts to apportion liability between the parties, ensuring that vessel owners or operators cannot absolve themselves of all responsibility by attributing the entire fault to the pilot. Courts in India have applied this principle in cases where navigational errors or equipment failures on the part of the vessel were contributory factors in a maritime accident.