



# TAMIL NADU GOVERNMENT GAZETTE

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## Part III—Section 2

Statutory Notifications and Orders issued by  
Heads of Departments.

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சென்னை மாநகராட்சி முனிசிபல் சட்டம்-1919க்கு, தமிழ்நாடு சட்டங்கள் மற்றும் அவசர சட்டங்கள் கீழ், சட்டத் திருத்தம் (Amendment) மேற்கொள்ளப்பட்டு, 16-07-2018 தேதியிட்ட தமிழ்நாடு அரசிதழ் வெளியீட்டில் கீழ்க்கண்டவாறு வெளியிடப்பட்டுள்ளது. 107-108

**NOTIFICATIONS BY HEADS OF DEPARTMENTS, ETC.**

JUDICIAL NOTIFICATIONS

**Rules Under Section 16 of The Admiralty (Jurisdiction And Settlement of Maritime Claims) Act, 2017**

**The Rules For Regulating The Procedure and Practice in Cases Brought Before The High Court of Judicature At Madras in The Exercise of Its Admiralty Jurisdiction Framed by The High Court**

(R.O.C. No. 92141/2017/F1)

No.SRO C-17/2020.

**R.1.** In the construction of these rules the following terms shall (if not inconsistent with the context or subject-matter) have the respective meanings hereinafter assigned to them, that is to say:

- (i) "The Court" shall mean the High Court of Judicature at Madras.
- (ii) "Judge" shall mean a Judge of the said Court.
- (iii) "Registrar" shall mean the Registrar of the said Court, on its Original Side, or other officer who may be authorized to perform the duties of such Registrar.
- (iv) "Registry", shall mean the office of the Registrar.
- (v) "[Nazir]" shall mean the [Nazir] or Deputy [Nazir] of Madras or other officer who may be appointed to execute the process of the said Court.
- (vi) "Advocate" shall mean an Advocate entered in any roll under the provisions of the Advocates Act, 1961, or the party himself, if conducting the suit in person.
- (vii) "Suit" shall mean any suit, action, or other proceeding instituted in the said Court in its Admiralty Jurisdiction.
- (viii) "Affidavit" shall mean in addition to its ordinary meaning, include a statement in writing on solemn affirmation wherever by law a person may make a solemn affirmation instead of an oath.
- (ix) "Vessel" means a vessel as defined under the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017.
- (x) "Abandoned vessel" shall include:-
  - a. a vessel that does not have an identifiable owner and is disposed on coastal waters in a wrecked / inoperative /dismantled /derelict condition, with or without crew
  - b. a vessel that has been relinquished, left or given up by the lawful owner without intention to later resume any right or interest in the vessel
  - c. a vessel(s) which has been ordered to be arrested by the Court and the owner of the said vessel has failed to enter appearance within 12 days from the date of service of warrant as contemplated in the Rules hereunder
  - d. a vessel for which an advocate has filed a vakalat but having entered appearance, has failed to file pleadings in the suit within 45 days from the date of service of the warrant

**R.2.** A suit shall be instituted by a plaint drawn up, subscribed and verified according to the provisions of the Code, save that if the suit is in *rem*, the defendants may, subject to such variation as the circumstances may require, be described as "the owners and parties interested in" the vessel or other property proceeded against instead of by name.

**R.3.** In suits in *rem*, a warrant for the arrest of property may be issued at the instance either of the plaintiff or of the defendant at any time after the suit has been instituted, but no warrant of arrest shall be issued until an affidavit by the party or his agent has been filed, and the following provisions complied with:

- (A) The affidavit shall state the name and description of the party at whose instance the warrant is to be issued, the nature of the claim or counter-claim, the name and nature of the property to be arrested, and that the claim or counter-claim has not been satisfied.
- (B) In a suit of wages or of possession, the affidavit shall state the national character of the vessel proceeded against; and if against a foreign vessel, that notice of the institution of the suit has been given to the consul of the State to which the vessel belongs, if there be one resident at Chennai, and a copy of the notice shall be annexed to the affidavit.

- (C) In a suit of bottomry, the bottomry bond and if in a foreign language also a notarial translation thereof, shall be produced for the inspection and perusal of the Registrar, and a copy of the bond, or of the translation thereof, certified to be correct shall be annexed to the affidavit.
- (D) In a suit of distribution of salvage, the affidavit shall state the amount of salvage money awarded or agreed to be accepted, and the name and address and description of the party holding the same.

**R. 4.** The Court or Judge may in any case, if they or he thinks fit, allow the warrant to issue, although the affidavit in Rule 3 mentioned may not contain all the required particulars and in a suit of wages, the Court or Judge may also waive the service of the notice, and in a suit of bottomry the production of the bond. The formats for Warrant & Warrant of arrest shall be, in Form No. 2 & 3 appended to these Rules.

**R.5.** In suits in *rem*, no service or writ of warrant shall be required when the advocate of the defendant waives service and undertakes in writing to appear and to give security or to pay money into Court in lieu of security.

**R.6.** An advocate not entering appearance or giving security or paying money into Court in lieu of security in a suit in *rem*, in pursuance of his written undertaking so to do, the vessel shall be liable to attachment.

**R.7.** Every writ, warrant and process shall be served by the Nazir or his bailiff. Every warrant shall be returned to the Registry within six days from the date thereof.

**R.8.** Every writ, warrant and process shall also be served by e-mail by the Registrar upon appropriate orders of the Judge to serve such writ, warrant and process by email and/or by fax, in addition to the service of summons/warrant/notice/private notice under these Rules.

**R.9.** In suits in *rem*, service of summons or warrant against ship, is to be effected by nailing or affixing the original writ or warrant for a short time on the main mast or on the single mast or on any conspicuous part of the vessel and by taking off the process leaving a true copy of it nailed or affixed in its place.

**R.10-** In suits in *personam*, the provisions of the Madras High Court Original Side Rules and/or Code of Civil Procedure, 1908 (as amended) and/or the (Commercial Courts, Commercial Courts Act, 2015 (as amended) shall apply in all proceedings before the Court, insofar as they are not inconsistent with or contrary to these Rules.

**R.11.** In a suit in *rem*, any person not named in the writ may intervene and appear on filing an affidavit showing that he is interested in the property under arrest or in the fund in the Registry.

**R.12:**

- (a) The person intervening in the proceedings in terms of Rule 11 shall pay advalorem court fees for such intervention (as per the provisions of the Tamil Nadu Court Fees and Suits Valuation Act, read with the Appendix of the Madras High Court Fees Rules), as if the person is filing a separate action against the property under arrest.
- (b) Notwithstanding anything contained in Rule (a) above, the Court may on application by the person seeking to intervene, exempt them from payment of court fees, for reasons to be recorded.

Provided that the Court may order that every intervener in the suit who obtains payment out of funds, shall be liable for Court Fees.

**R.13.** After the expiration of twelve days from the return of a warrant, if no appearance shall have been entered in the suit, the vessel shall be deemed to be abandoned and the advocate for the plaintiff may cause the suit to be set down for hearing.

**R.14.** Once the vessel is deemed to be abandoned or the vessel is subject to speedy and natural decay, the advocate for the plaintiff may be permitted to bring the vessel for sale, on such terms and conditions that the Court may deem fit and appropriate.

**R.15.** If when the suit comes before the Court, the judge is satisfied that the plaintiff's claim is well founded, he may pronounce for the claim and may order the property to be sold with or without previous notice and the proceeds paid into the Registry or make such order in the premises as he shall think just.

**R.16.** An advocate desiring to enter an appearance in any suit shall file in the Registry a Vakalat, a copy of which shall have been previously served on the adverse advocate.

**R.17.** The Vakalat shall contain the name of the advocate and an address for service at Chennai at which it shall be sufficient to leave all instruments and documents in the suit. The format for Vakalat for Appearance shall be in Form No.5 appended to these Rules.

Notwithstanding anything contained in any other law/rules for the time being in force, such vakalat can be filed as a copy. The vakalat shall be supported by a copy of an authorisation issued by the plaintiff or the owner/master of the vessel.

The advocate filing such copy shall undertake to file the original of such copy within a period of 7 days of filing such a copy or within such period as ordered by the Court.

**R.18.** Where security is to be given in the Registry, it shall be given according to these rules and practice of the Court as to security in the case of an attachment before judgement in an ordinary civil suit, viz., Fixed Deposit, Demand Draft, Title Deed or any other security as ordered by the Court.

**R.19.** Property arrested by warrant shall only be released under the authority of an instrument issued by the Registrar, to be called a "Release".

**R.20.** In suits where the defendant has not entered appearance, an Advocate at whose instance any property has been arrested may obtain release thereof by filing Memo to withdraw the warrant, duly supported by an affidavit of the party. The format for Release shall be in Form No.7 appended to these Rules.

**R.21.** An advocate may obtain the release of any property by paying into the Registry the sum in which the suit has been instituted. The format for Release shall be in Form No.6 appended to these Rules.

**R.22.** In a suit of salvage the value of the property under arrest shall be agreed to or proved by affidavit to the satisfaction of a Judge before the property is released.

**R.23.** Where security shall have been given in the sum in which the suit has been instituted, or such sum shall have been paid into the registry, and if the suit be one of salvage, the value of the property arrested shall have been proved to the satisfaction of a Judge, an advocate shall be entitled to release of the same, unless there be a caveat against the release thereof and the same shall be entered in the register maintained by the Registry of Admiralty Suits.

**R.24.** The release, when obtained, shall be left with a form(s) of release in the office of the Nazir by the advocate taking out the same, who shall also at the same time pay all the costs, charges and expenses attending the care and custody of the property while under arrest, and the Nazir shall thereupon release the property. The format for Release shall be in Form Nos.6 or 7 appended to these Rules.

**R.25.** An advocate in a suit desiring to prevent the release of any property under arrest, shall file in the Registry a vakalat, and thereupon a Caveat against the release of the property shall be entered in the register of Admiralty suits. The format for Release and Caveat against release shall be in Form No. 8 appended to these Rules.

**R.26.** A party delaying the release of any property by the entry of a Caveat shall be liable to be condemned in costs and damages, unless he shall show to the satisfaction of the Court or a Judge, good and sufficient reason for having so done.

**R.27.** The party desiring to prevent the arrest of any property may cause a Caveat against the issue of a warrant for the arrest thereof to be entered in the Registry.

**R.28.** For this purpose he shall cause to be filed in the Registry a Caveat, signed by himself or by his advocate undertaking to enter an appearance in any suit that may be instituted against the said property and to give security in such suit in a sum not exceeding an amount to be stated in the notice, or to pay such sum into the Registry, and a Caveat against the issue of a warrant for the arrest of the property shall thereupon be entered in the register of Admiralty suits. The formats for Caveat Warrant shall be in Form Nos.9 &10 appended to these Rules.

**R.29.** Before issuing a warrant for the arrest of the property, the Registrar shall ascertain whether or not any Caveat has been entered against the issue of a warrant for the arrest thereof.

**R.30.** An advocate instituting a suit against any property in respect of which a Caveat has been entered in the register of Admiralty suits shall forthwith serve a copy of the plaint and supporting papers upon the party on whose behalf the Caveat has been entered or upon his advocate.

**R.31.** Within three days from the service of a copy of the plaint and supporting papers, the party on whose behalf the Caveat has been entered shall, if the sum in which the suit has been instituted does not exceed the amount for which he has undertaken, give security in such sum or pay the same into the Registry, or if it exceeds that amount give security in the sum in which the suit has been instituted or pay the same into the Registry.

**R.32.** After the expiration of twelve days from the service of a copy of the plaint, if the party on whose behalf the Caveat has been entered shall not have given security in such sum, or paid the same into the Registry, the plaintiff's advocate may proceed with the suit by default and have it heard: Provided that the Court may, on good cause shown and on such terms as to payment of costs as it may impose, extend the time for giving security or paying the money into the Registry.

**R.33.** If when the suit comes before the Court it is satisfied that the claim is well founded, it may pronounce for the amount which appears to be due and may enforce the payment thereof by order and attachment against the party on whose behalf the Caveat has been entered and by the arrest of the property if it then be or thereafter come within the jurisdiction of the Court.

**R.34.** The preceding rules shall not prevent an advocate from taking out a warrant for the arrest of any property, notwithstanding the entry of Caveat in the Register of Admiralty suits, but the party at whose instance any property in respect of which a Caveat is entered shall be arrested, shall be liable to be condemned in costs and damages, unless he shall show to the satisfaction of the Court good and sufficient reason for having so done.

**R.35.** Every sale, consequent to or under the decree/order of the Court, shall be made by the Registrar or any other person by orders of Court for reasons to be recorded, in like manner as a sale of movable property in execution of a decree in an ordinary civil suit.

**R.36.** Any person interested in the proceeds, may be heard before the taxing officer on the taxation of the account of expenses and an objection to the taxation shall be heard in the same manner as an objection to the taxation of a bill of costs.

**R.37.** All money paid into Court shall be paid to the Registrar General, High Court Madras.

**R.38.** Money paid into Court shall not be paid out of Court except in pursuance of an order of the Court or a Judge.

**R.39.** Security for latent demands shall not, unless the Judge shall otherwise order, be required on the payment of money out of Court.

**R.40.** An advocate desiring to prevent the payment of money out of the Registry shall file a notice and thereupon a Caveat shall be entered in the Register of Admiralty suits.

**R.41.** Applications may be made either in Court or to a Judge.

**R.42.** Every form filed shall be either by the party or by his advocate.

**R.43.** If a form filed is not properly filled up, the Registrar may refuse to receive the same or to act thereon.

**R.44.** A Caveat, whether against the issue of warrant, the release of property, or the payment of money out of the Registry, shall not remain in force for more than three months from the day on which it is filed.

**R.45.** A Caveat may be withdrawn by the party on whose behalf it has been entered or by his advocate; but the form to lead the withdrawal thereof shall, save by permission of the Registrar, be signed by the person who signed the vakalat to lead the entry of the Caveat. The format to withdraw caveat in Admiralty Suits shall be in Form No.11 appended to these Rules.

**R.46.** Application may be made to the Court to overrule any Caveat.

**R.47.** The fees of Court and the fees to be allowed to the advocate shall be those set out in the tables of fees sanctioned for proceedings under the Original Civil Jurisdiction of the High Court or Commercial Division. The fees to be [paid into Court] shall be those set forth in the schedule hereto.

**R.48.** The forms under these rules as prescribed shall be adopted and followed as nearly as the circumstances of each case will allow.

**R.49.** Where no other provision is made by these rules, proceedings in suits brought in the Court in the exercise of its Admiralty Jurisdiction shall be regulated by the Rules and Practice of the Court in suits brought in it in the exercise of its Ordinary Original Civil Jurisdiction/ Commercial Division.

**R.50.** All costs incurred in proceedings conducted in terms of these Rules, shall be governed by the costs and expenses schedule given in the Original Side Rules / Tamil Nadu Legal Practitioners Fee Rules as applicable to the High Court / Commercial Courts, Commercial Court Act, 2015 (as amended).

**R.51.** All proceedings subject to the provisions of the Commercial Courts Act, shall be subject to mediation as provided for in the Commercial Courts Act, and the Madras High Court Rules for Commercial Courts.

#### **SPECIAL SUMMARY PROCEDURE**

**R.52.** A party to any suit may have the same dealt with, heard and determined in accordance with the following special rules upon filing in the Registry a consent signed by the parties or their advocates duly authorized in that behalf in the form given below.

**R.53.** After such consent has been filed, application may be made by any party to the Judge to appoint a day for the hearing and to give directions.

**R.54.** There shall be no pleading beyond a statement of claim verified by affidavit, but if there be a counter-claim notice thereof shall be given in writing before such consent as aforesaid is signed.

**R.55.** Lists of documents shall be exchanged and mutual inspection of documents granted at or before a time appointed by the Judge on the hearing of the application aforesaid.

**R.56.** At the hearing of the application aforesaid, unless it shall sufficiently appear from the statement of claim or otherwise in writing, the plaintiff shall specify the cause or causes of action in respect of which the suit is brought, and, if practicable, the amount actually claimed, and the defendant shall specify the grounds of defence on which he relies and in salvage claims, the plaintiff and the defendant respectively shall at the same time, or within such time as the Judge shall direct, state the value of their property and if required, by affidavit. In the case of a counter-claim the cause or causes of action and the claim therein and grounds of defence thereto shall be similarly stated.

**R.57.** The Judge shall be at liberty to receive, call for and act upon, such evidence documentary or otherwise, whether legally admissible or not, as he may think fit.

**R.58.** If in any suit, the sum awarded, or for which judgment is given exceeds the sum, if any, tendered, the Judge may nevertheless exercise his discretion as to how and by whom the costs shall be borne.

**R.59.** In other respects the ordinary rules in practice shall apply so far as may be necessary. Notwithstanding anything in these special rules, the Judge may, if he thinks fit, make such orders as he might make under the ordinary rules and practice.

**R.60.** The foregoing rules shall apply to suits brought in the Court in the exercise of its Admiralty Jurisdiction in supersession of all former rules.

High Court, Madras,  
14th September 2020.

C. KUMARAPPAN,  
*Registrar General.*

**FORM OF CONSENT TO THE APPLICATION OF  
SUMMARY PROCEDURE  
IN THE HIGH COURT OF JUDICATURE AT MADRAS  
(As a Court of Admiralty)**

Between

... Plaintiff.

and

... Defendant.

We, the undersigned respectively hereby agree that this cause shall be dealt with, heard and determined according to the Summary Procedure,

Dated this ..... day of ..... 20.....

... Plaintiff's Attorney.

... Defendant's Attorney.

**Note.-** As the abovementioned rules depart from the ordinary rules and practice it will be necessary for Advocates signing this consent to obtain their client's authority to do so.

**TABLE OF FEES AND CHARGES**

Rs.

- 1. For serving every writ of summons including Bailiff's Charges for serving the same and making affidavit. -
- 2. For every search of service of summons or other process -
- 3. For every ordinary return -

For Sr No. 1-17,  
the Fee and Charges  
will be applicable as per  
Madras High Court  
Original Side Rules/  
Commercial Division as  
amended from  
time to time

- 4. For every special return -
- 5. For translation when necessary per folio. -
- 6. For arresting a vessel or goods or person or on the execution of other warrant including Bailiff's charge for executing the same -
- 7. For serving every notice and other judicial process not specified in this schedule for each person served including Bailiff's charge for serving same -
- 8. On the execution of any decree, order, commission, or other instrument not specifically mentioned in this schedule -
- 9. On attending, appointing and swearing appraisers -
- 10. On delivering up a ship or goods to a purchaser agreeably to the inventory -
- 11. On attending the delivery of cargo or sale or removal of a ship of goods per day. -
- 12. On retaining possession of a ship with or without cargo, or of a ships cargo, without a ship, to include the cost of a ship-keeper, if required, per day. -
- 13. If the [Nazir] or any of his substitutes is required to go a greater distance than five miles from his office to perform any of the above duties, he shall be entitled to his reasonable expenses for travelling, board, and maintenance in addition to the above fees. -
- 14. On the sale of any vessel or goods, sold pursuant to a decree or order of the Court or on money realized in execution for every Rs.750 or fraction of Rs.750 realized. -
- 15. For release of a vessel, goods or person from arrest -
- 16. For every certificate of seizure -
- 17. For every other certificate -

**FORM No. 1**

**FORMAT FOR SUMMONS IN ADMIRALTY SUITS IN REM (See Rule 9)**

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

Admiralty Jurisdiction

CS No. .... of 20.....

Between

...Plaintiff

and

...Defendant

To the owners and parties interested in the ship or Vessel ..... at the ..... port of .....

Whereas (enter the name, description and address of the plaintiff) has instituted a suit in this Court against you (set out concise statement as appearing in the plaint) you are hereby required to cause an appearing in the plaint) you are hereby required to cause an appearance to be entered for you in Registry, i.e. the office of the Registrar of this Court on its Original Side) within ..... days from the service upon you of this summons, exclusive of the day of such service; and are summoned to appear before this Court in person or by an advocate duly instructed to answer the Plaintiff's claim on the day the case is down for hearing, upon which date you must be prepared to produce all your witnesses and all documents in your possession or power upon which you intend to rely in support of your case and you are hereby required to take notice that in default of your causing an appearance to be so entered, the suit will be liable to be heard and determined in your absence.

The defendant is required by the Court to file a Written Statement within ..... days from the service upon of this Writ of Summons.

Witness ....., Chief Justice at Madras,.....the day of in the year of Two Thousand and .....

REGISTRAR

*Note 1.* - An appearance in person or through advocate is to be entered in the Registry, within the time limited. In default thereof, the suit will be liable to be heard *ex parte*.

*Note 2* - The written statement called for must be filed within the time limit, the defendant having first entered an appearance. In default thereof the suit will be liable to be heard *ex parte*.

*Note 3* - The writ must be returned to the High Court immediately after the service thereof, or, if not served and the time for the return thereof shall not have been extended on the ..... day of .....next.

*Note 4* - Should you apprehend your witnesses will not attend of their own accord you can have subpoenas from this Court to compel the attendance of any witness and the production of any document that you have a right to call upon the witness to produce, on applying to the Court at any time before the trial, and on payment to them of the fees and expenses prescribed by the Rules of the Court.

*Note 5* - If you admit the demand you should pay the money into Court with the costs of the suit to avoid sale of any property in respect of which the suit is brought for execution of the decree which may be against your person or property, or both.

**Form No. 2**

**FORMAT FOR WARRANT (See Rule 4)**

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

Admiralty Jurisdiction

CS No. .... Of 20.....

Between

...Plaintiff

And

...Defendant

I, ....., advocate for the (state whether plaintiff or defendant), pray a warrant to arrest (state name and nature of property).

Dated the .....day of.....20.....

(To be signed by the advocate)

**Form No. 3**

**WARRANT OF ARREST IN ADMIRALTY IN REM (See Rule 4)**

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

(ADMIRALTY JURISDICTION)

CS No. .... Of 20.....

Between

...Plaintiff

And

...Defendant

To  
The Nazir

You are hereby commanded to arrest the ship or vessel at the Port of \_\_\_\_\_ and to keep the same under safe arrest, until you shall receive further orders from Court.

ASSISTANT REGISTRAR



**Form No. 4**

**FORMAT FOR SERVICE BY THE NAZIR OF ANY INSTRUMENT**

*in rem*, OTHER THAN A WARRANT (See Rule 9)

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

Admiralty Jurisdiction

CS No. .... of 20.....

Between

...Plaintiff

and

...Defendant

I, ....., advocate for the (state whether plaintiff or defendant), pray that the (state nature of the instrument) left herewith be duly executed.

Dated the .....day of.....20.....

(To be signed by the advocate)

**Form No. 5**

**VAKALAT FOR APPEARANCE (See Rule 17)**

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

**ADMIRALTY JURISDICTION**

CS No. .... of 20

In Re Owners and Parties interested in the vessel  
Now lying at the Port of ...

...Defendant Vessel

To.  
The Registrar  
Original Side  
Madras High Court

**ADMIRALTY VAKALAT**

We, \_\_\_\_\_, the Plaintiff / Defendant / Intervenor / Caveator, do hereby appoint M/s \_\_\_\_\_ Advocate High Court, Madras, to act, appear and plead for us and on our behalf to conduct and prosecute defend the same and all proceedings therein before and after decree. He is / they are also authorised to depute other Counsel to act on his / their behalf and also in appeal under clause 15 of the letters patent and application for review Judgment.

Dated at \_\_\_\_this \_\_\_\_ day of \_\_\_\_20.

Plaintiff / Defendant / Intervenor / Caveator

Accepted by me:  
Advocate M/s\_\_\_\_\_.

Advocate for Plaintiff / Defendant / Intervenor  
Address for Service at  
Phone Number  
Email ID:

**Form No. 6**

**FORMAT FOR RELEASE (See Rules 21 and 25)  
IN THE HIGH COURT OF JUDICATURE AT MADRAS**

Admiralty Jurisdiction

CS No. .... of 20.....

Between

...Plaintiff

and

...Defendant

I, ....., advocate for the (state whether plaintiff or defendant) in a suit (state the nature of the suit), commenced on behalf of .....against the (state name and nature of the property), now under arrest by virtue of a warrant issued from the Registry, pray a release of the said....., (bail having been given, or the suit having been withdrawn by me before an appearance was entered therein, etc., as the case may be), and there being no caveat against the release thereof outstanding.

Dated the .....day of.....20.....

(To be signed by the advocate)

**Form No. 7**

**RELEASE (See Rules 20 and 24)  
IN THE HIGH COURT OF JUDICATURE AT MADRAS**

Admiralty Jurisdiction

CS No. .... of 20.....

To  
The Nazir

Whereas in a suit of ..... Commenced in our said High Court on behalf of ..... against ..... you were commanded to arrest the said..... and to keep the same under safe arrest until you should receive further orders from Court. Now you are hereby commanded to release the said ..... from the arrest effected by virtue of the warrant in the said suit, upon payment being made to you of all costs, charges and expenses attending the care and custody of the property whilst under arrest in that suit.

Taken out by ..... on the ..... Day of 20.... the ..... or vessel..... released from arrest pursuant to his instrument of release.

ASSISTANT REGISTRAR

**Form No. 8**

**FORMAT FOR CAVEAT AGAINST RELEASE(See Rule 25)  
IN THE HIGH COURT OF JUDICATURE AT MADRAS**

Admiralty Jurisdiction

CS No. .... of 20.....

Between

...Plaintiff

and

...Defendant

I, ....., advocate for the plaintiff in this action, pray a caveat against the release of the (state the name and nature of the property).

Dated the ..... day of .....20.....

(To be signed by the advocate)

**Form No. 9**

**FORMAT FOR CAVEAT AGAINST ARREST (See Rules 28)**

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

**ADMIRALTY JURISDICTION**

CAVEAT (AGAINST ARREST) No. \_\_\_\_\_ of 20\_\_\_\_\_

Name of the Caveator/Owner of the vessel/ Proposed Defendant \_\_\_\_\_ ... Caveators

To  
The Registrar  
Original Side  
Madras High Court

**CAVEAT (Against Arrest)**

We, Caveator \_\_\_\_\_, having our office at \_\_\_\_\_, hereby request that a Caveat be entered in the Caveat Register, against arrest of the vessel MV \_\_\_\_\_ and we hereby undertake to enter appearance in the event of any action that may be commenced in the High Court of Judicature at Madras against the vessel MV\_\_\_\_\_, AND FURTHER UNDERTAKE that within 3 days after service of Notice of Commencement of any action to give security for the Suit Claim(s), AND WE CONSENT THAT all instruments, notices, pleadings and other documents in such action may be left at the office of our advocate \_\_\_\_\_ having office at \_\_\_\_\_.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of 20\_\_\_\_\_

FOR CAVEATORS  
[Authorized Signatory]

Advocate for the Caveators,

**Form No. 10**

**FORMAT FOR CAVEAT WARRANT BY PLAINTIFF (See Rule 28)**

**IN THE HIGH COURT OF JUDICIATURE AT MADRAS**

Admiralty Jurisdiction

CS No \_\_\_\_\_ of 20\_\_\_\_\_

Between

...Plaintiff

and

...Defendant

I, (state name, address and description) hereby undertake within three days after I shall have been served with a notice of any counter-claim herein in respect of which the defendant is entitled to arrest (state name and nature of property) to give bail to answer such counter claim in a sum not exceeding (state amount for which the undertaking is given) Rupees, or to pay such sum into the Registry.

Dated the ..... day of ..... 20.....

(To be signed by the advocate)

**Form No. 11****FORMAT TO WITHDRAW CAVEAT (See Rule 45)****IN THE HIGH COURT OF JUDICATURE AT MADRAS**

(ADMIRALTY JURISDICTION)

CS No \_\_\_\_\_ of 20 \_\_\_\_\_

Between

...Plaintiff

and

...Defendants

I, \_\_\_\_\_, advocate for the (state whether plaintiff or defendant), pray that the caveat against (state tenor of caveat) entered by me on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ on behalf of (state name) may be withdrawn.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

(To be signed by the person by whom the Form  
for the entry of the caveat was signed)

**Form No. 12****BILL OF SALE-CUM-SALE CERTIFICATE****IN THE HIGH COURT OF JUDICATURE AT MADRAS**

(Admiralty Jurisdiction )

C.S. No..... of 20....

XX

.. Plaintiff

*Versus*

The owners and party interested  
in the Vessel "\_\_\_\_\_"

.. Defendant

Application No. \_\_\_\_\_ of 20....

in

C.S. No. \_\_\_\_\_ of 20....

XX

.. Applicant/Plaintiff

*Versus*

The owners and party interested  
in the Vessel "\_\_\_\_\_"

.. Respondent / Defendant

Whereas this Court by an Order dated \_\_\_\_\_ and made in Application No. \_\_\_\_\_ of \_\_\_\_\_ in C.S. No. \_\_\_\_\_ of \_\_\_\_\_ ordered sale of the Vessel "\_\_\_\_\_ " lying under arrest at \_\_\_\_\_ Port in as is where is condition.

Whereas this Court by an Order dated \_\_\_\_\_ made in Application Nos. \_\_\_\_\_ and \_\_\_\_\_ in C.S. No. \_\_\_\_\_ of \_\_\_\_\_ has accepted the bid of INR/US \$ \_\_\_\_\_ (Indian Rupees / US Dollars \_\_\_\_\_) submitted by M/s. \_\_\_\_\_ to purchase the vessel in as is where is condition.

Whereas M/s. \_\_\_\_\_, the purchaser of the Vessel had remitted the entire sale consideration of a sum of INR/US \$ \_\_\_\_\_ (Indian Rupees/ US Dollars \_\_\_\_\_) on \_\_\_\_\_ which was recorded by this Court by its Order dated \_\_\_\_\_.

Whereas this Court by an Order dated \_\_\_\_\_ made in the above application and suit confirmed the sale of the said Vessel MV \_\_\_\_\_ in favour of M/s. \_\_\_\_\_ and directed that Sale Certificate be issued to M/s \_\_\_\_\_ for the vessel MV \_\_\_\_\_

Therefore this is to certify that the Vessel \_\_\_\_\_ having international call sign \_\_\_\_\_ flying a \_\_\_\_\_ Flag registered in \_\_\_\_\_ with a gross tonnage of \_\_\_\_\_ and net tonnage of \_\_\_\_\_ is sold in as is where is condition to M/s \_\_\_\_\_, a Company incorporated in \_\_\_\_\_, pursuant to the Order dated \_\_\_\_\_ of High Court of Judicature at Madras (Admiralty Jurisdiction), in Appln No \_\_\_\_\_ of \_\_\_\_\_ in CS No \_\_\_\_\_ of \_\_\_\_\_.

The Sale is free of all liens, liabilities, charges, claims and other encumbrances. Pursuant to such order of sale M/s. \_\_\_\_\_ are entitled to transfer the Ship or share thereof in the same manner and to same extent as if the said M/s. \_\_\_\_\_ were the registered owner of the said Vessel.

It is further certified that M/s. \_\_\_\_\_ is the purchaser of the said Vessel in as is where is condition, including all tackles, engines, gears, plant, furniture, machinery, appurtenances, bunkers, paraphernalia etc., on board the said Vessel.

This certificate is issued pursuant to the directions of the HON'BLE HIGH COURT OF JUDICATURE AT MADRAS (ADMIRALTY JURISDICTION) by its Order dated \_\_\_\_\_ in the above Applications and suits.

Given under my hand and seal of this Court this the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

ASSISTANT REGISTRAR,  
HIGH COURT, MADRAS.

High Court, Madras,  
14th September 2020.

C. KUMARAPPAN,  
*Registrar General.*