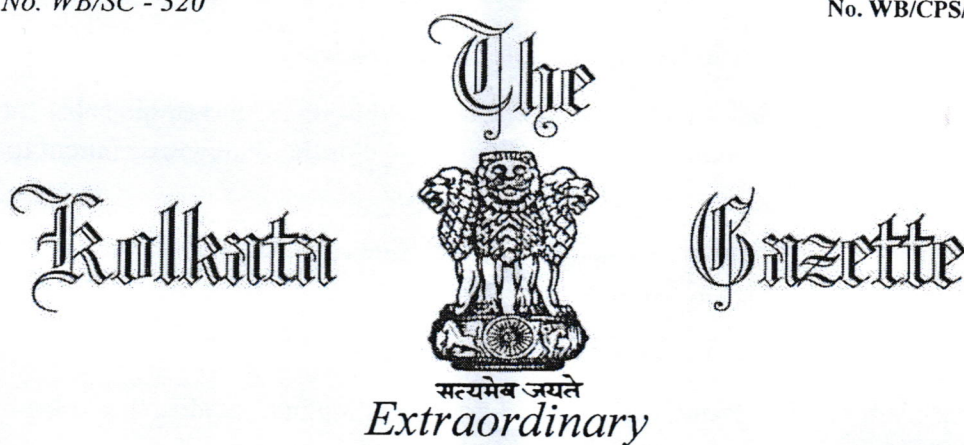




Published by Authority

AGRAHAYANA 1]

FRIDAY, NOVEMBER 22, 2019

[SAKA 1941

PART I - Orders and Notifications by the Governor of West Bengal, the High Court, Government Treasury, etc.

GOVERNMENT OF WEST BENGAL

High Court at Calcutta

Original Side

Admiralty Jurisdiction

NOTIFICATION

No. Cor. 2022-16th September, 2019-In exercise of the powers conferred by sub-section (3) of section 16 of The Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 (22 of 2017) as amended by the Admiralty Jurisdiction and Settlement of the Maritime Claims (Removal of difficulties) Order, 2017 made by the Ministry of Shipping, Government of India, *vide* No. S.O. 3349(E) dated 16th October, 2017, the High Court at Calcutta makes the following Rules:-

Rules

1. Short title and Commencement.- (1) These rules may be called The Calcutta High Court Admiralty (Jurisdiction and Settlement of Maritime Claims) Rules, 2019.

(2) These rules shall come into force with immediate effect.

2. Meanings of certain terms used in these Rules:- (1) In the construction of these rules the following terms shall (if not inconsistent with the context of the subject matter) have the respective meanings hereinafter assigned to them; that it to say-

(a) "Act" means The Admiralty (Jurisdiction and settlement of Maritime Claims) Act, 2017;

(b) "action *in personam*" means an Admiralty action *in personam*;

(c) "action *in rem*" means an Admiralty action *in rem*;

(d) "electronic track data" means a digital or electronic recording of the track of a vessel (including any associated visual or aural recordings) for example, by ship or shore-based AIS (Automatic Identification System), ECDIS (Electronic Chart and Display Information System), or a voyage data recorder;

- (e) "Judge" shall mean a Judge of the High Court at Calcutta;
- (f) "Marshal" shall mean the Deputy Sheriff attached to this Court or his substitute or any other officer who may be appointed by the Chief Justice or the State Government to execute the process of the Court;
- (g) "Registrar" shall mean the Registrar, Original Side of the Court, or other officer authorised to perform the duties of such Registrar;
- (h) "Registry" shall mean the office of the Registrar.
- (i) "Suit" shall mean any suit, action, or other proceeding instituted in the Court in its Admiralty Jurisdiction.
- (j) "The Court" shall mean the High Court at Calcutta.
- (k) "Vessel" shall have the same meaning assigned to it by Section 2(1) of The Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017.

3. Institution of suits.—A suit shall be instituted by a plaint drawn, verified and affirmed according to the provisions of the Code of Civil Procedure, 1908 and in accordance with the practice directions of the Commercial Division of the Court and the defendant may (subject to such variation as the circumstances may require) be described as "the owners and parties interested in" the property proceeded against, instead of by name.

4. Application to arrest property in a suit *in rem*.—(1) The application to arrest property in a suit *in rem* shall be by an affidavit. The affidavit shall comply with the following provisions and shall state,—

- (a) (i) the name and description of the party at whose instance the warrant is to be issued, the nature of claim or counter-claim and that the claim or counter-claim has not been satisfied;
- (ii) the name of the person who is liable for the maritime claim;
- (iii) the name, nature and the national character of the property to be arrested and the name of the owner thereof.
- (b) In a suit for wages or of possession against a foreign vessel, the affidavit shall state that notice of the institution of the suit has been given to the Consulate or High Commission of the State to which the vessel belongs, if there be one resident in Kolkata and a copy of the notice shall be annexed to the affidavit.

(2) The Court may, in any case as it thinks fit, allow the application and issue a warrant of arrest although the affidavit in sub-rule (1) mentioned may not contain all the required particulars, and in a suit of wages, the Court may also waive the service of the notice.

(3) The application to arrest property may be made *ex parte*, unless the Court otherwise directs.

5. Service of process in a suit *in rem*.—(1) Every writ, warrant and process in a suit *in rem* against a vessel shall be served on the vessel by nailing or affixing the original writ or warrant for a short time on the main mast or on the single mast of the vessel and by taking off the process, leaving a true copy of it nailed or affixed in its place. Service shall also be effected by serving the writ, warrant or process on the master of the vessel.

(2) In a suit *in rem* against any other property, service shall be effected by attaching the writ, warrant or process on the property as may be feasible and by handing over a further copy to the person in charge of the property.

6. Service of Process in a Suit *in personam*.-(1) In the case of suit in *personam* or in a suit where any of the defendants is sued in *personam*, service of summons on such defendant would be in accordance with the prevailing rules and practice and directions of the Commercial Division of the Court.

(2) In the case of any defendant sued in *personam*, service of summons and process out of the territorial jurisdiction of the Court or out of India is permissible only with leave of Court, if,-

- (a) the defendant at the **time** of commencement of action by the Court is ordinarily a resident or has a place of business within the territorial jurisdiction of the Court; or
- (b) part of the cause of action arose within the territorial limits of the Court; or
- (c) the defendant has submitted or agreed to submit or acquiesced to the jurisdiction of the Court.

7. Marshal to serve process.- Every writ, warrant and process shall be served by the Marshal. Every warrant shall be returned to the Registry within six days from the date thereof.

8. When service not required in suits *in rem*.-In suits *in rem* no service of writ or warrant on the property shall be required when the Advocate of the defendant or the defendant accepts service.

9. Marshal may apply for directions.-The Marshal may, at any time, apply to the Court for directions with respect to the property under arrest in a suit. The Court may direct notice of the application to be given to any person concerned with the property before passing orders on the application of the Marshal.

10. Intervening in Admiralty suits.-In a suit, any person not named in the writ may intervene and appear on filing an affidavit showing that he is interested in the property affected by an order passed in the suit.

11. Suits *in rem* by default.-After the expiration of 28 days from the return of a warrant, if no appearance shall have been entered in the suit, the Advocate for the plaintiff may cause the suit to be set down for hearing.

12. Entry of appearance.-(1) An Advocate desiring to enter an appearance in any suit, shall file in the Registry a praecipe, a copy of which shall have been previously served on the adverse Advocate.

(2) The praecipe shall contain the name of the Advocate and an address in Kolkata at which it shall be sufficient to leave all instruments and documents in the suit.

(3) The praecipe shall also contain the full name and style of the client whom the Advocate represents and the complete address of the client.

13. Security.-(1) Where security is to be given in the Registry, it shall be given according to the rules and practice of the Court. If the claim in the suit is in foreign currency, the security shall be furnished in that currency subject to orders of court.

(2) Where security is tendered in cash, the Registry shall invest the same in an interest bearing account with the branch of a nationalized or scheduled bank within the jurisdiction of the Court on its Original Side subject to any other orders of the Court.

14. Caveats.-(1) The party desiring to prevent the arrest or attachment of any property may cause a Caveat against the issue of a warrant for the arrest or attachment thereof to be entered in the Registry.

(2) For the purpose of the caveat, the party shall cause to be filed in the Registry, a notice, signed by himself or his Advocate, undertaking to enter an appearance in any suit that may be instituted against the 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 or attachment of the property shall thereupon be entered in a book to be kept in the Registry called the "Caveat Warrant Book".

(3) A party desirring to prevent the release of any property under arrest, shall file in the Registry a praecipe, and thereupon a Caveat against the release of the property shall be entered in a book to be kept in the Registry called the "Caveat Release Book".

(4) A party desiring to prevent the payment of monies out of the Registry shall file a notice and thereupon a Caveat shall be entered in a Book to be kept in the Registry called the "Cavent Payment Book".

(5) A party delaying the release of any property by the entry of a caveat shall be liable to be condemned in cost and damages, unless he shall show, to the satisfaction of the Court, good and sufficient reason for having so done.

(6) A Caveat, whether against the issue of a warrant, the release of property, or the payment of money, out of the Registry, shall not remain in force for more than six months from the day of the date thereof.

(7) A Caveat may be withdrawn by the party on whose behalf it has been entered or by his Advocate on record; but the praecipe to lead the withdrawal thereof shall, save by permission of the Registrar, be signed by the person who signed the praecipe to lead the entry of the Caveat.

(8) Application may be made to the Court on motion to overrule any Caveat.

(9) The party filing an application for arrest of property in a suit *in rem* shall carry out a search of the Caveat Warrant Book to ascertain if any caveat has been filed in respect of the property in question and the result thereof shall be endorsed on the affidavit by the Registry.

(10) A party instituting a suit against any property in respect of which a caveat has been entered in the Caveat Warrant Book shall forthwith serve a copy of the plaint and application upon the party on whose behalf the Caveat has been entered or upon his Advocate.

(11) Within ten days or such other further time as the Court may grant from the service of a copy of the plaint, the party on whose behalf the Caveat has been entered shall give security in such sum for which the suit has been instituted.

(12) The fact that there is a Caveat against arrest in force shall not prevent a party from getting a warrant of arrest issued and the property, to which the Caveat relates, arrested.

(13) After the expiry of twenty-eight 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 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.

(14) If the Court is satisfied, when the suit comes before it, 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 of 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.

15. Release.- (1) Property arrested by warrant shall only be released under an order passed by the Court.

(2) Where property who is affected by the warrant of arrest, is arrested in pursusnce of a warrant of arrest, the party may apply to the Court by Notice of Motion for an order for the release of the property. The Court, unless it is satisfied that the party procuring the arrest of the property had good and sufficient reason for doing so, may order the release of the property and may also order the party who had procured the arrest to pay to the applicant damages in respect of the loss suffered by the applicant as a result of the arrest. The Court may also order the release of the property on such other terms as it may deem just and necessary.

(3) Where property is released pursuant to sub-rule (2), the Court may direct the party at whose instance the Caveat was entered to give security or direct that the security already tendered by him be retained till the disposal of the suit.

(4) Without prejudice to anything contained in these rules, in the event an *ex parte* order of arrest against a property is obtained in an action *in rem* without full and fair disclosure of material facts, the Court at its discretion, upon an application being made by a party affected by the order of arrest, may order the release of the property and may also order the party who had obtained the arrest to pay such costs as the Court may deem fit and proper.

16. Summary Procedure.-(1) If in an action *in rem*, summons has been served on a defendant and the defendant has given notice of intention to defend the action, the plaintiff may apply before the Court for judgement against the defendant on the ground that the defendant has no defence,-

(a) to the claim included in the plaint; or

(b) to a part of such claim; or

(c) except as to the amount of any damage as claimed.

(2) An application under sub rule (1) must be made by notice of motion or summons supported by an affidavit verifying the facts on which the claim or part of the claim to which the application relates is based and stating that in the deponent's belief there is no defence to that claim or part, as the case may be or no defence except to the amount of any damage as claimed.

(3) Unless the Court otherwise directs, an affidavit for the purpose of this rule may contain statement of information or belief and the sources and grounds thereof.

(4) The notice of motion, a copy of the affidavit in support thereof and of any exhibit referred therein must be served on the defendant not less than 10 clear days before the return date.

(5) Unless on the hearing of an application under sub rule (1) either the Court dismisses application or the defendant satisfies the Court with respect to the claim or part of a claim to which the application relates that there is an issue or question in dispute which ought to be tried or that there ought to be some reason to be a trial of that claim or part, the Court may give such judgement for the plaintiff against the defendant on that claim or part as may be just in regard to the nature or remedy to be claimed.

(6) The Court may by order and subject to such conditions, if any, as may be just stay execution of any judgement given against the defendant under this rule until after the trial of a counter-claim made or raised by the defendant in the action.

(7) Defendant may show cause against an application under sub rule (1) by affidavit or otherwise to the satisfaction of the Court.

(8) The Court may give leave to defendant against whom such an application has been made leave to defend the action with respect to the claim or the part of a claim to which the application relates either unconditionally or on such terms as to give security or time or may on trial or otherwise as it thinks fit.

(9) On the hearing of such application, the Court may order a defendant showing cause or where the defendant is a vessel, the master or first officer, owner or charterer or manager of the vessel and in the case of any other property, the owner or person having custody thereof.

(10) To produce any document if it appears to the Court that there are special circumstances which make it desirable that he should do so to attend and be examined on oath.

(11) Where a defendant to an action in *rem*, has served a counter-claim on the plaintiff then the defendant may contend on the ground that the plaintiff has no ground to defend to the defence to the claim made in the counter-claim or to a particular part of such counter-claim apply to the Court for judgement against the plaintiff on that claim or part.

(12) The above rules with regard to the application filed by the plaintiff shall apply mutatis mutandis to application filed by a defendant in support of its counter-claim.

(13) The above rules would only apply to actions in *rem* and by or against a defendant sued in *rem*.

17. Value of property under arrest in salvage suit.—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 in chambers before the property is released.

18. Rules as to Collision claims.—(1) In an action to enforce a claim for damage, loss of life or personal injury arising out of a collision between vessels, the following Rules shall apply unless the Court otherwise orders.

(2) If in a collision claim *in rem*, a cross claim *in rem* arising out of the same collision or occurrence is made and the party bringing the original claim has caused the arrest of a ship or has obtained security in order to prevent such arrest; and the party bringing the cross claim is unable to arrest a ship or otherwise obtain security, the party bringing the cross claim may apply to the Court to stay the original claim until sufficient security is given to satisfy any judgement that may be given in favour of that party.

(3) The plaintiff must within 2 months after service of the writ on any defendant, and the defendant must within 2 months after entering an appearance, file in the Registry a statement of the following:

- (a) the names of the ships which came into collision, their national character and their ports of registry; the length, breadth, gross tonnage, horsepower and draught at the material time of the ship and the nature and tonnage of any cargo carried by the ship;
- (b) the date and time (including the time zone) of the collision;
- (c) the place of the collision;
- (d) the direction and force of the wind;
- (e) the state of the weather;
- (f) the state, direction and force of the tidal or other current;
- (g) the position, the course steered and speed through the water of the ship when the other ship was first seen or immediately before any measures were taken with reference to her presence, whichever was the earlier;
- (h) the lights or shapes (if any) carried by the ship;
- (i) (i) the distance and bearing of the other ship if and when her echo was first observed by the radar;
- (ii)(ii) the distance, bearing and approximate heading of the other ship when first seen;
- (j) what light or shape or combination of lights or shapes (if any) of the other ship was first seen;
- (k) what other lights or shapes or combinations of lights or shapes (if any) of the other ship were subsequently seen before the collision, and when;

- (l) what alteration (if any) were made to the course and speed of the ship after the earlier of the two times referred to in sub-paragraph (g) up to the time of the collision, and when, and what measures (if any) other than alterations of course or speed, were taken to avoid the collision, and when;
 - (m) the heading of the ship, the parts of each ship which first came into contact and the approximate angle between the two ships at the moment of contact;
 - (n) what sound signals (if any) were given, and when; and
 - (o) what sound signals (if any) were heard from the other ship, and when;
 - (p) disclose any electronic track data which is or has been in its control and, where every party has electronic track data in its control, each must provide copies, or permit inspection, of that electronic track data within 7 days of a request by another party to do so.
- (4) Nothing contained in this rule shall apply to suits *in personam*.

19. Rules as to Sale.-(1) An application for an order for the survey, appraisalment or sale of property arrested or attached in a suit may be made at any stage by any party.

(2) If the Court makes an order for sale, it may order—

(a) that the property be sold by public auction, private tender or treaty or in such other manner as the Court may deem appropriate under the circumstances;

(b) that the property be sold without reserve to the highest bidder or that it be sold subject to a reserve price in the amount of the appraisal of the value of the property determined by an appraiser appointed by the Court in such order;

(c) that the sale be subject to confirmation by the Court;

(d) that an appraiser identified in the order be appointed for the purpose of appraising the value of the property in question;

(e) that the auctioneer identified in the order be appointed to conduct the sale, whether it be by public auction, private tender or treaty or in such other manner as the Court may order;

(f) what the date or period for the sale of the property shall be;

(g) that the auctioneer advertise, arrange and conduct the sale in such manner as the Court may direct;

(h) that the Marshal take such steps as the Court may direct for the preservation of the property pending the sale;

(i) that the auctioneer shall be entitled to such commission and such other remuneration and reimbursement as may be stated in the order;

(j) that the order be served and published in the manner stated in the order;

(k) that the proceeds of the sale shall be dealt with as provided in the order;

(l) that a Receiver identified in the order be appointed, if the Court deems such an appointment appropriate under the circumstances;

(m) that the Receiver, if appointed, shall carry out such duties, have such powers and report to the Court as may be directed in the order;

(n) that the sale be on such conditions as the Court may order;

(o) that the costs of the applicant and any other party interested in, affected by, or referred to in the order be dealt with in such a manner as the Court may direct.

(3) When the Court has granted an order for the sale of any property, no person may later than 10 days prior to the date of the sale apply to the Court for the stay or postponement of the sale, unless special or exceptional circumstances exist that justify such a stay or postponement and notice of the application has been given to the parties to the suit and the Marshal.

(4) The Court may, when granting a stay or postponement of the sale pursuant to an application in terms of sub rule (3) order the person applying for the stay or postponement to provide the Registrar with such security in respect of the costs reasonably incurred by any party in connection with the sale as the Court may deem appropriate.

(5) The proceeds of any sale and any amount paid as security pursuant to sub-rule (4) or otherwise into Court shall be invested in such a manner as the parties may agree or as the Court may order, and such an order may be made notwithstanding the fact that the parties have agreed otherwise.

(6) The proceeds and amounts referred to in sub-rule (5) shall constitute a fund in Court and shall be dealt with as follows:

- (a) The fund shall be held by or on behalf of the Registrar on such terms as the Court may direct.
- (b) In any action against the fund all process, notices or other documents with regard to such action shall be served on the Registrar or, if already appointed, the Receiver.
- (c) Any party having an interest in the fund may be joined in or may join in any proceedings against the fund.
- (d) Any party having an interest in the fund may at any time apply to the Court for an order appointing a Receiver to receive claims against the fund and to make recommendations to the Court with regard to such claims.
- (e) Claims against the fund shall contain full details of the claim, when it arose and how it is made up and shall be signed by or on behalf of the party submitting the claim and shall have annexed thereto copies of all relevant documents relating to the claim.
- (f) A claim shall contain full details of any interest claimed in respect thereof stipulating the rate of interest claimed, the period for which it is claimed, the basis on which it is claimed and whether it is compound, simple or any other form of interest.
- (g) The Court shall make such order as it deems fit with regard to parties, procedure and the payment of any fund, proceeds or amount: Provided that any such payment shall be made in accordance with Sections 10 and 11 of the Act.

20. Custody of the property.- (1) Any property arrested or attached shall be kept in the custody of the Marshal, who may take all such steps as the Court may order or as appear to the Marshal to be appropriate for the custody and preservation of the property.

(2) In acting under sub-rule (1), the Marshal shall consult any person or persons who have caused the arrest or attachment of the property to be affected and shall act in accordance with any relevant order of Court.

(3) The Marshal shall be entitled to reasonable remuneration for effecting any arrest and for any act done by him in terms of these Rules or the order of Court.

21. Practice and Procedure.- Unless they are repugnant to the context, in all other respects, the ordinary rules and practice of the Court shall apply to actions brought in the Admiralty jurisdiction.

22. Repeal.- The existing Rules made by the Court referred to as the Admiralty Rules regulating the procedure and practice in cases brought before it under the Colonial Courts of Admiralty Act, 1890 are hereby repealed.

By Order of the High Court at Calcutta,

ANIRBAN DAS
Registrar, Original Side

Admiralty Rules

Form No: · 1 · [Rule 4 (2)]

WARRANT OF ARREST IN ADMIRALTY

SUIT IN REM

Suit No. of 20

IN THE HIGH COURT AT CALCUTTA

Admiralty Jurisdiction

*Plaintiff**Defendant*

The President of India.

To the Marshal

We hereby command you to arrest the ship or vessel of
the port of (and the cargo and freight, etc., as the case may be) and to keep
the same under safe arrest, until you shall receive further orders from us.

Witness, etc.

Admiralty Rules

Form No: 2 (Rule 7)

WRIT OF SUMMONS IN ADMIRALTY SUITS IN REM

Suit No. of 20

IN THE HIGH COURT AT CALCUTTA

Admiralty Jurisdiction

Plaintiff

Defendant

The President of India.

To

The owners and parties interested in of
the port of

**Plaint filed 20 . Summons issued 20 . The defendant required by the court to file
a written statement within days from the service upon this writ.**

Greeting : Whereas (enter the name, description and the 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 appearance to be entered for you in the Registry (that is, 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 to answer the plaintiff's claim on the day the case is set 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.

Witness Chief Justice at Calcutta the
day of in the year two thousand.....

Advocate

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 limited, the defendant having first entered an appearance. In default thereof the suit will be liable to be heard ex-parte.

NOTE 3- This 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 fees and expenses prescribed by the Rules of this 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 or execution of the decree which may be against your person or property, or both.

Admiralty Rules

Form No: 3 (Rule 12)

PRAECIPE FOR APPEARANCE

Suit No. of 20

IN THE HIGH COURT AT CALCUTTA

Admiralty Jurisdiction

*Plaintiff**Defendant*

The President of India.

Enter an appearance for in this suit.

Dated the day of 20

(Signed)

Whose address for service is

Advocate for the said defendant.

Admiralty Rules

Form No: · 4 · [Rule 14 (2)]

PRAECIPE FOR CAVEAT WARRANT

Suit No. of 20

IN THE HIGH COURT AT CALCUTTA

Admiralty Jurisdiction

*Plaintiff**Defendant*

The President of India.

I (*state name, address and description*)

.....

.....

hereby undertake to enter an appearance in any suit that may be commenced in this Hon'ble Court against
(*state name and nature of property*)

.....

and within three days after I shall have been served with a copy of the plaint in such suit to give bail
therein a sum not exceeding (*state the amount for which the undertaking is given*) or to pay such sum into
the Registry. And I consent that all instruments and other documents in such suit may be left for me at

.....

Dated the day of 20

(To be signed by the Advocate)

Admiralty Rules

Form No: 5 [Rule 14 (3)]

PRAECIPE FOR CAVEAT RELEASE

Suit No. of 20

IN THE HIGH COURT AT CALCUTTA

Admiralty Jurisdiction

*Plaintiff**Defendant*

The President of India.

I, ... Advocate for the (state whether plaintiff or defendant) pray a caveat against the release of the (state name and nature of property)

Dated the day of 20

(To be signed by the Advocate)

Admiralty Rules

Form No: 6 [Rule 14 (7)]

PRAECIPE TO WITHDRAW CAVEAT

Suit No. of 20

IN THE HIGH COURT AT CALCUTTA

Admiralty Jurisdiction

*Plaintiff**Defendant*

The President of India.

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 praecipe for the entry of the caveat was signed.)

Statement for not providing Hindi version of notification of The Calcutta High Court Admiralty (Jurisdiction and Settlement of Maritime Claims) Rules, 2019

Provision: Every notification made under the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 is required to be laid on the Table of both Houses of Parliament under sub-section (4) of Section 16 of the Act.

Details of Notification: The Calcutta High Court Admiralty (Jurisdiction and Settlement of Maritime Claims) Rules, 2019 made in exercise of the powers conferred by sub-section (2A) of section 16 of the Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 (22 of 2017) was notified in the Kolkata Gazette on 22.11.2019 by High Court at Calcutta.

Reason: Official language of the High Court at Calcutta is English and High Court at Calcutta ordinarily does not use any other language except the English language.

कोलकाता उच्च न्यायालय नावधिकरण (समुद्री दावों का क्षेत्राधिकार और निपटान) नियम, 2019 की अधिसूचना का हिन्दी रूपान्तरण उपलब्ध ना कराए जाने का विवरण

प्रावधान: नावधिकरण (क्षेत्राधिकार और समुद्री दावों के निपटान) अधिनियम, 2017 के तहत की गई प्रत्येक अधिसूचना को अधिनियम की धारा 16 की उप-धारा (4) के तहत संसद के दोनों सदनों के पटल पर रखा जाना आवश्यक है।

अधिसूचना का विवरण: नावधिकरण (क्षेत्राधिकार और समुद्री दावों के निपटान) अधिनियम, 2017 (2017 का 22) की धारा 16 की उपधारा (2 ए) द्वारा प्रदत्त शक्तियों के तहत बनाए गए कोलकाता उच्च न्यायालय नावधिकरण (समुद्री दावों का क्षेत्राधिकार और निपटान) नियम, 2019 को दिनांक 22.11.2019 को कोलकाता उच्च न्यायालय द्वारा कोलकाता अधिसूचना में अधिसूचित किया गया था।

कारण: कोलकाता उच्च न्यायालय की राजभाषा अंग्रेजी है और कोलकाता उच्च न्यायालय आमतौर पर अंग्रेजी भाषा को छोड़कर किसी अन्य भाषा का उपयोग नहीं करता है।
