ANALYSING DISCREPANCIES IN THE ADMIRALTY ACT, 2017: THE BLURRED LINE BETWEEN MARITIME CLAIMS AND MARITIME LIENS

by

Arjun Raj Krishna

ABSTRACT

The Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 was enacted to concise and interpret a century worth of consolidate a century of Indian admiralty law that was made in fragments. However, in regards to the Act making a structural distinction between a Section 4 and Section 9 -"maritime claim" and a "maritime lien" respectively, the Act simply iterates the same rather than attempting to resolve the ambiguity that persists. The uncertainty in classifying bunker fuel supplies, which is expressed under the Act's maritime claims but nowhere within its closed list of maritime liens, is clearly demonstrated as testament to the vagueness present within the statute. Utilizing the Toulmin model of argumentation, this paper aims to track the resulting asymmetry through various codified enactments within India, further testing it against several prominent judgments of the Honorable Supreme Court, especially in holdings such as *Chrisomar Corporation v. MJR Steels Pvt. Ltd.* and the Gujarat High Court's self-correction in *Dan Bunkering Pte. Ltd. v. Best Excellence Corporation Ltd.*, and further analyzed comparative jurisprudence and efforts in Canada, Australia, and the wake of the OW Bunker collapse. The paper concludes that continued reliance on judicial interpretation to improvise interpretation is inadequate to achieve binding and constructive, and proposes a targeted statutory amendment.

Indian Journal of Contemporary Legal and Social Issues

Keywords*: Admiralty Act 2017, Maritime Liens, Maritime Claims, Bunker Fuel Supplies, Comparative Jurisprudence*

I. INTRODUCTION

The Honourable Gujurat High Court and And the High Court of Andhra Pradesh in the cases of hin the case of *Panoco Korea Co. Ltd. v. M.V. Aurelian & Anr. (2026)* and *Oilmar DMCC v. M.V. Hoanh Son Universe* (2026) entertained applications to arrest a vessel over unpaid bunker fuel, in regards to the ships, the *M.V. Aurelian* and the *M.V. Hoanh Son Universe* .[1]

[1] *Chemoil Adani Pvt. Ltd. v. M.V. Hansa Sonderburg*, 2010 SCC OnLine Bom 2371.

While arrests relating to bunker fuel are not uncommon in Indian Admiralty proceedings, it was noted by the courts on how regressive The Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 was, since it's conception and enactment in 2017. A bunker supplier still has the right to halt a ship, as stated under Section 4 of the Act can still a ship in. However, the supplier cannot claim priority or survivability in the vent of change of owener as stipulated under maritime liens conferred in Section 9 of the Act.

The Act in itself, while comphrensive and broad, does not establish or resolve the structural obstruction in defining maritime claims and maritime liens, "necessaries" category stipulated under Section 4 (1) (l) of which bunker supply is one among various classifications. The statute has inherited a common law foundation, without amending the provisions to meet the modern maritime demands. This thus leaves Indian courts, leading to them extrapolate by relying on a case by case basis, with no strict framework to refer or bind upon. The 2017 legislation was passed in a response to resolve such narrow, yet prominent gaps. The Act has in no way not been relevant and revolutionizing the commercial maritime sector in India, however, such gaps in interpretation, may lead to insufficient remedies or carry underlying risks. Thus, it is a claim that the conflict between providing a suitable remedy or priority through enforcement has been left to judicial improvisation where a consolidating statute ought to have supplied an answer.

Such gaps may affect the evolving Indian maritime industry extensively. A substantial share of the global bunker fuel supply, is regulated by Indian ports; thus without essential and clear regulation to meet the dynamic nature of commercial uncertainty[2]. The truth about this business is that the supply is made based on the basis that the suppliers have contracts with the charterers and not the actual owner of the ship, and therefore the credit is taken against the security of the ship and not the financials of the other side. In case the credit is not repaid, the success of recovering the supply will depend on the hierarchy of the claim.

Indian Journal of Contemporary Legal and Social Issues

India's significance as a bunkering market adds urgency to this gap. The domestic bunker fuel market was valued at approximately USD 2.54 billion in 2024 and is projected to grow to USD 4.85 billion by 2032, driven by growing cargo traffic through major ports such as Kandla,

[2] *Ibid.*

Jawaharlal Nehru Port Trust, and Visakhapatnam.[3] Concurrently, the government's Maritime India Vision 2030 projects total cargo traffic reaching 2,570 million tonnes per annum by 2030, with a planned investment of INR 3 to 3.5 lakh crore across the maritime sector,[4] making the absence of a clear statutory priority framework for bunker supplier claims not merely a theoretical concern but an increasingly material commercial impediment.

The remaining parts of this paper are structured as follows. Part II states the legal framework – grounds. Part III establishes the importance of the claim and lien differentiation warrant. Part IV offers the basis – Indian case law on the subject, including *Chrisomar*, the precedent set by the Supreme Court of India, and comparative jurisprudence from Canada, Australia, and the bunker fuel crisis that emerged in the wake of the 2014 bankruptcy of OW Bunker A/S. Part V confines the scope of the claim. Part VI offers the strongest counterargument and its rebuttal.

II. STATUTORY ARCHITECTURE

The Act under Section (1) defines maritime claims. Moreover, the subsequent sub-sections classify a list for different aspects that pertain to the same subject matter. Section 4(1) defines “maritime claims” expansively and non-exhaustively, running to sub-section(a) through (w) and delving upon matter varying from cargo damage, charterparty disputes, inter alia. In further view, sub-section (l) - claims for goods, materials, perishable or non-perishable provisions, bunker oil, equipment among others provided or agreed to be provided to a ship for its operation, management, maintenance or preservation." Any claim having been enforced gives the claimant a right in rem and further the arrest of the ship in accordance with the procedures under the Act.

Indian Journal of Contemporary Legal and Social Issues

In a stark comparison, Section 9, is a more rigid and succinct list. It recognizes exactly five categories of maritime lien: wages and other sums due to the master and crew; port, canal, and other waterway dues and pilotage dues; claims for loss of life or personal injury occurring in direct connection with the operation of the vessel; claims for reward for salvage services; and

[3] Verified Market Research, 'India Bunker Fuel Market Report' (Verified Market Research, June 2025) <https://www.verifiedmarketresearch.com/product/india-bunker-fuel-market/> accessed 26 September 2026.

[4] Ministry of Ports, Shipping and Waterways, Government of India, 'Maritime India Vision 2030 — Status Update' (Press Information Bureau, 2024) <https://www.pib.gov.in/PressReleasePage.aspx?PRID=2080012> accessed 26 September 2026.

claims for damage caused by the vessel arising from collision or otherwise.[5] However, it may be noted that Bunker supply, along with a substantial portion of necessaries, is absent. A maritime lien under Section 9 distinct itself from Section 4 in handful manners- it survives a change in ownership, registration, or flag of the vessel, and it prevails over other claims upon it ranks in priority ahead of other claims upon judicial interpretation.[6] It does, however, have a limitation period of one year, unless in the event of a ship arrest or proceedings. Section 4 of the Act does not possess such a limitation period.

This rigid structure of classification is not unique to Indian maritime jurisprudence; it inherits foundational aspects from common law- more prominently seen in the categories of liens. Further expansion was incorporated through the ratification of international instruments such as the 1926 Brussels Convention on Maritime Liens and Mortgages, which narrowly interpreted the application of liens, even though legal systems advocated for wider interpretation and recognition.[7] Formbasso Lawrence's comparative analysis of varying admiralty jurisdiction emphasizes on this distinction between common and civil law divergence in its efforts to interpretation. Common law frameworks restrict the applicability of lien to a few exclusive events, including damage caused by a vessel, salvage, and crew wages, whereas civil law systems have a more inclusive approach, by shedding light to numerous circumstances for claims.[8] Through the use of the relatively strict list of five categories used in the common law without giving reasons why in view of their equal vulnerability bunker suppliers need special treatment compared to, for instance, a salvor, the 2017 Act introduced the restrictions imposed on the common law notion of necessaries to English law.

Indian Journal of Contemporary Legal and Social Issues

The 2017 Act emerged only after a prolonged and troubled legislative history: no fewer than five Admiralty Bills introduced in Parliament between 1993 and 2012 failed to reach enactment, and the statutory vacuum persisted for over two decades despite the Law Commission of India's 151st Report of 1993 identifying the urgent need for a modern admiralty statute and recommending systematic reform.[9] That the legislature finally enacted a

[5] The Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, No. 22 of 2017, § 9(1), India Code (2017).
[6] The Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, No. 22 of 2017, § 9(2)–(3), India Code (2017).
[7] Francesco Berlingieri, *The Maritime Lien for "Necessaries" in the 1926 Brussels Convention on Maritime Liens and Mortgages*, 10 Unif. L. Rev. 587, 587 (2005).
[8] Mantinkang Formbasso Lawrence, *An Appraisal of the Features of Admiralty Jurisdiction under Maritime Law*, Int'l J. Trend Sci. Res. & Dev., July–Aug. 2019.
[9] Bhatt & Joshi Associates, 'Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017' (20 May 2026) <https://bhattandjoshiassociates.com/admiralty-jurisdiction-and-settlement-of-maritime-claims-act-2017/> accessed 26 September 2026. See also Law

consolidating statute in 2017 after such extended deliberation makes its silence on the specific question of how bunker claims rank against Section 9 liens all the more significant, since the asymmetry this paper traces had been openly exposed in Indian courts well before 2017.

This difference is further accentuated by the different approaches in respect of time. While the Section 9 lien will survive a change of possession, it will not survive if not preserved by the arresting the vessel or other means by the claimant within one year since creation – a rule meant to promote diligence without offering any guidance on what would be the solution in cases where necessaries claims and Section 9 liens have to contend for the same limited fund from a judicial sale. Again, the Section 5 of the Act, which regulates admiralty jurisdiction and arrest, does not contain any provision in regard to the hierarchy of priorities of necessaries claims and liens, although the conclusion from the closure of Section 9 would have been the solution.

Palande and Ingle's analysis of India's maritime claim edifice, noted while ambition remained unrestrained, there remained persisting gaps in the the legislative framework, primarily the need for clarity of admiralty proceedings and remedies available to parties.[10]

III. The Interpretive Bridge

The varying interpretation to the various fringes of any course of a vessel, while minute in detail- it may compound, and inevitably lead to the regression of the vessel and its course. Section 4 of the Act executes a right in rem arrest, which provides as the sole remedy to seek security against a vessel whose owner may be located outside India, judgment-proof, or uninterested in appearing before an Indian court.

Indian Journal of Contemporary Legal and Social Issues

A lien by virtue of Section 9 is another thing altogether - a proprietary interest which follows the vessel irrespective of the change in ownership and also has a place in the priority list during distribution of the proceeds of sale. Tiwari's 2025 analysis of Indian admiralty jurisdiction begins with *M.V. Elisabeth* and moves to the 2017 Act, stating that despite the codifying nature of the Act, there continue to be certain confusions in the classification and comparative

Commission of India, '151st Report on Admiralty Jurisdiction' (1993) <https://indiankanoon.org/doc/48524706/> accessed 26 September 2026.

[10] Digvijay Palande & Sukhdeo Ingle, *Maritime Claims and Arbitration in India: A Critical Study of Legislative and Judicial Developments*, 7 Int'l J. for Multidisciplinary Res., no. 4, 2025, at 1.

prioritization of the claims compared to other admiralty jurisdictions like the United Kingdom, the United States and Singapore.[11]

The practical significance of the problem is greatest precisely when the debtor is not the shipowner but the time or voyage charterer, which is the usual commercial arrangement whereby the supply of bunkers takes place. The supplier can arrest the vessel on the grounds of Section 4(1)(l) of the Act even though the shipowner never entered into any contractual relationship with him and will probably never be paid even a single rupee from the disputed bill, precisely because it is not a lien, the leverage derived from the arrest procedure will not become secured should the vessel be sold or if the claim is competing for the same fund with a Section 9 lienholder, such as the crew wage claimant or salvor. The connecting warrant between the statutory provisions in Part II and the arguments of this paper is thus this: a statutory scheme granting a wide-ranging power of arrest without priority encourages the abuse of the arrest procedure as a means of debt collection and not as a security device and precisely to the detriment of the commercial person involved -the bunker supplier -whose risks are highest.

IV. Backing: Case Law and Comparative Doctrine

A. Indian Case Law

The Honorable Supreme Court in the case of *M.V. Elisabeth v. Harwan Investment & Trading Pvt. Ltd. (1992)*, is commonly received as the starting point for recognizing and affirming the need for incorporating international instruments, to fill in the gaps of outdated and colonial statutes, notwithstanding India's non-ratification of the relevant conventions.[12] Indeed, this decision, made almost 24 years before the 2017 Act, allowed the Indian courts to create their own admiralty doctrines, including the doctrine of claim and lien, much earlier than any legislation codified it. The fact that such an amount of time passed since the courts began improvising on this subject is quite significant. Indeed, it implies that there was plenty of judicial doctrine on which the 2017 Act could rely; however, it did not touch upon the issue of necessaries, which was being considered by the courts in the Elizabeth case.

In *Liverpool & London S.P. & I Association Ltd. v. M.V. Sea Success I*, the Supreme Court again entered the "neighboring domain" of adjacent law, by finding that an unpaid premium

[11] Priyansh Tiwari, *Admiralty Jurisdiction in India: Historical Evolution and Contemporary Challenges* (SSRN Working Paper, 2025), https://papers.ssrn.com/sol3/papers.cfm?abstract_id=5268313.
[12] *M.V. Elisabeth v. Harwan Inv. & Trading Pvt. Ltd.*, 1993 Supp. (2) S.C.C. 433 (India).

for protection and indemnity insurance constituted a "necessary" that could give rise to a maritime claim and by expressly citing Elisabeth to support the use of principles from the international arrest conventions, despite India being a non-signatory.[13] *Sea Success I* is important because of what it fails to do. While it adopts an expansive interpretation of necessaries when considering the arrest jurisdiction, it makes no suggestion at any point that the same expansive interpretation would apply when it comes to lien priority. The case thereby proves more instructive than decisive in relation to the asymmetry noted in this paper.

That reconciliation eventually arrived, but from an unexpected quarter, in *Chrisomar Corporation v. MJR Steels Pvt. Ltd* provided clarity and reconciliation for such a gap.[14] The Honorable Supreme Court has held, in no uncertain terms, that the supply of necessary items such as bunkers does not confer any right to raise a maritime lien in India; at best it confers the right to a maritime claim which is enforceable through arrest. The reasoning of the Supreme Court relied upon the same common law tradition as the one behind the closed list of Section 9, where the traditional non-leniability of necessary supplies was treated as an established principle rather than an open question demanding new justification. *Chrisomar* is the closest that the Indian case law comes to providing an authoritative answer to the issue of bunker liens, and it needs more attention than it currently receives: while *Elisabeth* and *Sea Success I* are cases on jurisdiction, *Chrisomar* is a case on priority which is the topic of concern. In addition, it is important to note that the decision in *Chrisomar* has been made under the pre-2017 law regime, relying on the common law traditions rather than the language of the Act; that is, the drafters of the 2017 Act had all the opportunity to clarify and amend the decision of *Chrisomar*.

Notably, the certainty *Chrisomar* was meant to supply had presented doubts in itself. In *Eco Maritime Ventures Ltd. v. ING Bank(2016)*, the Honorable Gujarat High Court affirmed the possibility that a maritime lien could arise by contractual obligations, even outside the scope of the categories stipulated under Section 9, which would have reopened the ambiguity that *Chrisomar* had barred.[15] It is important to note that, the fact that That a High Court could seriously entertain a contractual route around a closed statutory list, years after both *Chrisomar* and the 2017 Act, is itself evidence that the boundary between claims and liens is not as self-evidently settled in practice as a plain reading of Section 9 might suggest; if the categories in

[13] *Liverpool & London S.P. & I Ass'n Ltd. v. M.V. Sea Success I*, (2004) 9 S.C.C. 512 (India).
[14] *Chrisomar Corp. v. MJR Steels Pvt. Ltd.*, (2018) 16 SCC 117 (India).
[15] *Eco Mar. Ventures Ltd. v. ING Bank*, O.J. Appeal No. 14 of 2016 (Guj. H.C. 2016) (India).

Section 9 were genuinely understood as exhaustive and immune to contractual variation, the argument in *Eco Maritime Ventures* would have had little room to gain traction at all.

However, one of the most unequivocal recognition of the ensuing confusion by the courts occurred in the case of *Dan Bunkering Pte. Ltd. v. Best Excellence Corporation Ltd (2019).*, wherein the Gujarat High Court essentially overruled almost two decades of prevailing practice in India, whereby the concept of bunker supply was loosely treated on the lines of lien. This approach followed English law in The Yuta Bondarovskaya..[16] That it has been necessary for the High Court in India in 2020, three years after the Act which consolidated the law has been enforced, to correct itself on the matter for the past twenty years is an indication that the Act of 2017 did not offer sufficient clarity on the face of it to avoid the confusion highlighted in this paper. The procedure of arresting the accused before the clarification where the arrest has been made under Section 4(1)(l) did not have any problem establishing jurisdiction - *Chemoil Adani Pvt. Ltd. v. M.V. Hansa Sonderburg,*[17] and in *M.V. Nordlake v. Union of India*, the Bombay High Court addressed a shipowner's obligation to value the vessel in the course of its arrest proceedings is merely a security mechanism, it however, cannot be read along the same lines of the lien priorty under the scope of Section 9.[18] The recent arrests of the *M.V. Aurelian* and *M.V. Hoanh Son Universe* have demonstrated the consistent practice of bunker claims in Indian admiralty law, even after almost a decade since the enforcement of the 2017 Act.[19]

B. Comparative Doctrine

The collapse of OW Bunker A/S in 2014 and the subsequent bankruptcy of Hanjin Shipping in 2016 raised questions about the potential market effects, if there is an inadqequacy in classifying claims and liens. As pointed out by Justice Steven Rares of the Federal Court of Australia while speaking extra-judicially, this problem gave rise to litigation in many jurisdictions over the position of maritime lien, nature of retention-of-title bunker sale contract, and interface between the remedy of maritime arrest and insolvency regime like the UNCITRAL Model Law.[20] What made the OW Bunker bankruptcy unique is that there was a three-cornered contest of rights over payment between the actual supplier of the fuel, the OW

[16] *Dan Bunkering Pte. Ltd. v. Best Excellence Corp. Ltd.*, Civ. App. No. 1 of 2019 in Adm. Suit No. 8 of 2019 (Guj. H.C. Aug. 21, 2020) (India) (applying *The Yuta Bondarovskaya* [1998] 2 Lloyd's Rep. 357 (Q.B.) (Eng.)).
[17] *Chemoil Adani Pvt. Ltd. v. M.V. Hansa Sonderburg*, 2010 SCC OnLine Bom 2371.
[18] *M.V. Nordlake v. Union of India*, 2012 (3) Bom. C.R. 510 (India).
[19] See supra note 1.
[20] Steven Rares, *Ship Arrests, Maritime Liens and Cross-Border Insolvency* (paper presented at the Comité Maritime International Annual World Congress, Shenzhen, China, 2017) (2018).

Bunker contracting trading firms, and the financing banks of these companies, with different national courts coming to different conclusions regarding which of them had a prior security right over the others.

The scale of the OW Bunker collapse was singular: at the time of its insolvency in November 2014, the OW Bunker Group commanded approximately seven per cent of the worldwide bunker trade, maintained operations across twenty-nine countries, and left behind a complex web of parallel insolvency and arrest proceedings in courts ranging from Denmark and England to the United States, Singapore, and Italy.[21] The Indian admiralty system was largely insulated from the immediate wave of OW Bunker litigation, but the pattern of competing claims between physical suppliers, trading intermediaries, and financing banks that the collapse produced represents precisely the scenario that an unclear hierarchy between Section 4 claims and Section 9 liens would be least equipped to resolve if a similar episode were to affect a vessel arrested in Indian waters.

According to Chacón in his 2022 comparative analysis, the reasons that were used in the past to deprive necessaries suppliers of the right to maritime lien, which had been established in English law during the 19th century and was even more restricted in the USA, have no longer any justification today when it comes to the financing of shipping, and reinstating the maritime lien to the party taking the biggest risk would be more beneficial.[22] The NUS Centre for Maritime Law's 2022 working paper, prepared against the backdrop of the OW Bunker and Hin Leong episodes, reaches a similar diagnostic conclusion and traces the doctrinal debate back to earlier American scholarship, including Crews's 2017 argument for rethinking necessaries liens in the aftermath of the OW Bunker litigation.[23]

Indian Journal of Contemporary Legal and Social Issues

Not every common-law jurisdiction has left the question to judicial improvisation. Myburgh's account of Canadian reform describes how Canada broke from the common-law consensus that had historically denied ship suppliers lien status, and instead legislated a statutory maritime lien for certain supplier claims, evaluating both the historical development of ship suppliers'

[21] American Steamship Owners Mutual Protection and Indemnity Association, 'The Collapse of OW Bunker Group' (2014) <https://www.american-club.com/files/files/OW_bankruptcy.pdf> accessed 26 September 2026.

[22] Víctor Hugo Chacón, *Reconsidering the Law on Maritime Liens for Bunker Suppliers' Claims* (SSRN Working Paper No. 4019834, 2022), https://papers.ssrn.com/sol3/papers.cfm?abstract_id=4019834.

[23] NUS Ctr. for Mar. Law, Working Paper No. 22/01, at 39 n.39 (2022) (citing Chelsea Crews, *Rethinking Necessaries Liens in the Aftermath of the OW Saga*, 42 Tul. Mar. L.J. 115 (2017)).

claims across common-law jurisdictions and the practical implications of the Canadian model for the wider Asia-Pacific region.[24] The Canadian example is instructive precisely because it did not require wholesale abandonment of the closed-list approach; it required only a targeted legislative addition naming suppliers as a further lien category, subject to appropriate conditions and ranking below existing preferred liens. That such a reform is administrable within a common-law admiralty framework -rather than requiring a wholesale shift toward the more expansive civil-law model -makes it a realistic template for an Indian amendment rather than an imported solution poorly suited to India's doctrinal starting point.

By contrast, Rares's 2015 study of Australian practice shows that even a mature admiralty jurisdiction can leave the bunker-arrest question unsettled for decades: conflicting obiter dicta from differently constituted Full Courts of the Federal Court of Australia in 2005 and 2006 left the arrest ability of bunkers formally undecided, with no subsequent case resolving the point.[25] India's position -arrest available under a broadly worded claims provision, but lien status denied by *Chrisomar* -is at least more settled than Australia's, but the absence of any legislative engagement with the underlying policy question in the 2017 Act leaves it exposed to exactly the kind of doctrinal drift that produced two decades of conflated practice in Gujarat before *Dan Bunkering* corrected course.

V. QUALIFIER: THE PROPER SCOPE OF THE CLAIM

A claim of this kind risks overstatement if left unqualified, and it is worth being precise about where Indian admiralty law is genuinely settled and where it is not. There is no real controversy surrounding the core Section 9 categories: crew wages, salvage, and collision-related tort damage are liens beyond serious dispute, and no case discussed in this paper suggests otherwise. Nor does this paper suggest that every claim within Section 4's expansive list presents the same difficulty; cargo-damage claims, charterparty disputes, and towage claims, for instance, do not raise the same priority-versus-survivability tension because they are rarely, if ever, argued to approximate lien status in the first place. The ambiguity is concentrated in categories that sit close enough to the historical necessaries concept that litigants have repeatedly attempted -as in *Eco Maritime Ventures* -to argue them into lien territory by contractual or analogical means. Equally, claims falling entirely outside Section 4 are

[24] Paul Myburgh, *The Ship Supplier's Lien: Taking a (Maple) Leaf Out of the Canadian Statute Book?*, [2010] Asia-Pac. L. Rev. 279, 279–96.
[25] Quintin Alexander Rares, *Can You Arrest Bunkers in Australia?*, 29 Austl. & N.Z. Mar. L.J. 143 (2015).

Indian Journal of Contemporary Legal and Social Issues

uncontroversial non-lien, non-arrestable claims to be pursued, if at all, by ordinary civil suit. The ambiguity this paper identifies is confined to the "necessaries" cluster within Section 4(1) -bunker supply being its paradigm and commercially most frequent instance, alongside repairs, provisions, and (per *Sea Success I*) insurance premiums -where a broad claims provision sits beside a lien provision that never mentions the category at all.

Nor is the doctrinal answer to the narrow question actually unclear after *Chrisomar*: Indian law is reasonably settled that necessaries suppliers do not obtain a lien. What remains unresolved is not the classification question itself but its downstream consequences -how courts should calibrate security orders in arrest proceedings involving charterer-incurred bunker debts, how a necessaries claimant's practical prospects of recovery should be weighed against a Section 9 lienholder's statutory priority in a judicial sale, and whether the *Eco Maritime Ventures* line of contractual-lien reasoning has been fully foreclosed or merely dormant. The claim advanced here is therefore that the 2017 Act left these consequential, second-order questions to be worked out case by case, notwithstanding an available opportunity to address them expressly in a consolidating statute.

VI. REBUTTAL AND RESPONSE

The strongest objection to this paper's claim is that Indian courts have, in fact, already supplied the clarity that matters. *Chrisomar* settles the classification question. *Dan Bunkering* shows the judiciary correcting its own errors when they arise. *M.V. Nordlake*-style security orders provide a workable, flexible substitute for a fixed statutory lien, allowing courts to tailor protection to the facts of each arrest rather than being bound by a rigid priority rule. On this view, the absence of bunkers from Section 9 is not an oversight but a considered continuity with the position already worked out through *Elisabeth*-era case law -and international convention practice, including the 1993 MLM Convention's own closed lien list, similarly excludes necessaries suppliers, suggesting India's approach is unremarkable by comparative standards.

This objection has real force, but it does not fully answer the paper's claim. First, judicial correction is not costless: the very fact that Gujarat's courts operated for roughly two decades on a mistaken conflation of claims and liens before *Dan Bunkering* corrected the position means that suppliers who relied on the earlier, looser practice bore real commercial uncertainty that a clear statutory rule would have avoided. Second, reliance on case-by-case security orders, however flexible, produces exactly the kind of inter-court inconsistency that a consolidating Act was meant to eliminate -a security order calibrated in one High Court is not obviously

Indian Journal of Contemporary Legal and Social Issues

replicable in another, and *Eco Maritime Ventures* shows that even the classification question itself briefly came under renewed judicial pressure before *Chrisomar*-derived orthodoxy reasserted itself. Third, and most fundamentally, the comparative record canvassed in Part IV shows that "consistency with international convention practice" is not, in fact, a static or uncontested benchmark: Canada's statutory reform demonstrates that a common-law jurisdiction can depart from the historical necessaries exclusion by ordinary legislation, and Chacón's argument that the commercial rationale for the exclusion has weakened since the OW Bunker collapse suggests the convention-derived status quo is itself under active scholarly and practical pressure, not a settled endpoint. That the 2017 Act codified the historical position without engaging any of this comparative debate is the precise gap this paper identifies -not that Indian courts have failed to manage the problem, but that Parliament left them to manage it alone.

The case for statutory reform is further reinforced by the Indian legislature's own demonstrated willingness to undertake comprehensive maritime law reform: Parliament passed the Merchant Shipping Act, 2025 in August 2025 to replace the century-old Merchant Shipping Act, 1958, responding to contemporary commercial pressures and India's evolving international maritime obligations.[26] The same legislative momentum that produced the 2025 reform could be directed with equal facility toward a targeted amendment addressing the claim-lien interface in the Admiralty Act, particularly given that the doctrinal ambiguity has been exposed both by two decades of conflated Gujarat practice and by the comparative reform record in Canada documented in Part IV.

VII. CONCLUSION

Indian Journal of Contemporary Legal and Social Issues

Return to the two vessels with which this paper began. Whatever the eventual outcome of the *M.V. Aurelian* and *M.V. Hoanh Son Universe* proceedings, the underlying legal position each supplier faces is unchanged from what it would have been in 2019, or indeed in 1999: an arrestable claim under a broadly worded provision, no lien, and no statutory guidance on how that claim should be weighed if it must compete with a Section 9 lienholder for a limited fund, or if the vessel changes hands before judgment. The 2017 Act's achievement in consolidating

[26] Wikipedia, 'Merchant Shipping Act, 2025' <https://en.wikipedia.org/wiki/Merchant_Shipping_Act,_2025> accessed 26 September 2026. The Act (No 24 of 2025) was assented to on 18 August 2025.

admiralty procedure should not be understated, and this paper's claim is correspondingly narrow: not that the Act is generally deficient, but that it missed a specific, foreseeable opportunity -flagged by comparative reform in Canada and by two decades of Gujarat's own conflated practice -to state expressly how necessaries claims, bunker supply chief among them, should rank against the closed categories in Section 9. A targeted amendment, whether restoring a limited lien for necessaries along Canadian lines or simply codifying an express priority rule short of full lien status, would convert nine years of case-by-case judicial management into the settled, predictable framework a consolidating statute was meant to provide.

Indian Journal of Contemporary Legal and Social Issues