

(प्राधिकृत अधिकारी के हस्ताक्षर)

स्थान :

दिनांक :

(यथोचित प्राधिकारी की सील या मोहर)

अतिरिक्त निरीक्षण
(यदि अपेक्षित हो तो)

हस्ताक्षरित

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[फा. सं. एसआर-23011/3/2015]

आलोक श्रीवास्तव, अपर सचिव

MINISTRY OF SHIPPING**NOTIFICATION**

New Delhi, the 29th February, 2016

G.S.R. 202(E).—In exercise of the powers conferred by section 218A read with section 457 of the Merchant Shipping Act, 1958 (44 of 1958), the Central Government, having regard to the provisions of the Maritime Labour Convention, and in consultation with such organisations in India to be the representative of the employers of seamen and of seamen, hereby makes the following rules, namely :-

CHAPTER I**Preliminary**

1. Short title and commencement. - (1) These rules may be called the Merchant Shipping (Maritime Labour) Rules, 2016.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Applicability.— These rules shall apply to all seafarers working on all Indian flag ships engaged in commercial activities, but does not apply to —

(a) ships which navigate exclusively in inland waters or waters within, or closely adjacent to, sheltered waters or areas where any law for the time being in force relating to ports apply;

(b) ships engaged in fishing activities; (c) traditionally built ships such as dhows and junks; and

(d) ships of war or naval auxiliaries.

3. Definitions. - (1) In these rules, unless the context otherwise requires,—

(a) "Act" means the Merchant Shipping Act, 1958 (44 of 1958);

- (b) “collective bargaining agreement” means an agreement signed, from time to time, between the seafarers’ trade unions and the Indian ship owners for an employment of seafarers on board Indian flag ships;
- (c) “Form” means the Form annexed to these rules;
- (d) “gross tonnage” means the measure of the overall size of a ship determined in accordance with Merchant Shipping (Tonnage Measurement of Ships) Rules, 1987;
- (e) “international voyage” means a voyage from a country to a port outside such a country or from a port or between two ports in a country outside India;
- (f) “recognised organisations” means a person or body of persons authorised by the Director General of Shipping for the purpose of implementation of these rules;
- (g) “recruitment and placement service” means any person, company, institution, agency or other organisation, in the public or private sector, which is engaged in recruiting seafarers on behalf of employers or placing seafarers with employers;
- (h) “seafarers’ employment agreement” includes—
 - i. a contract of employment;
 - ii. articles of agreement;
- (i) “ship owner” includes another organisation or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on ship owners in accordance with the maritime labour convention, regardless of whether any other organisations or persons fulfil certain duties or responsibilities on behalf of the ship owner;
- (j) “specified” means specified by the Director General of Shipping through a Merchant Shipping Notice.

(2) Words and expressions used in these rules and not defined but defined in the Act shall have the same meaning as assigned to them in the Act.

CHAPTER II

Minimum requirements for seafarers to work on ships.

4. Minimum age. — No person below the age of sixteen years shall be employed or engaged to work on a ship subject to such restrictions regarding night work, health and safety or any other hazardous work as may be notified by the Director General of Shipping with the approval of Central Government from time to time.

5. Medical fitness certificate. — No person shall be engaged as seafarer unless he is certified as medically fit and holds a medical fitness certificate as provided under the Act.

6. Training and qualification. — (1) The ship owner shall ensure that the seafarers shall not work on a ship unless they are trained or certified as competent or otherwise qualified to perform their duties.

(2) The ship owner shall ensure that the seafarers shall not be permitted to work on a ship unless they have successfully completed training for personal safety on board ship.

(3) For the purpose of sub-rules (1) and (2), the Director General of Shipping shall specify the training and certification taking into account the mandatory instruments adopted by the International Maritime Organisation.

7. Recruitment and Placement — Recruitment and placement of Indian seafarers shall be in accordance with the rules made under the Merchant Shipping Act, 1958.

CHAPTER III**Conditions of employment**

8. Seafarers' employment agreements.— (1) Every Indian flag ship shall comply with the following requirements regarding seafarers' employment agreement, namely:-

- (a) seafarers working on Indian flag ships shall have a seafarers' employment agreement signed by both the seafarer and the ship owner or a representative of the ship owner or where they are not employees, evidence of contractual or similar arrangements providing them with decent working and living conditions on board the ship as required by the Act and the rules made thereunder;
- (b) seafarers signing a seafarers' employment agreement shall be given an opportunity to examine and seek advice on the agreement before signing, and such other facilities as are necessary to ensure that they have freely entered into an agreement with a sufficient understanding of their rights and responsibilities;
- (c) the ship owner and seafarer concerned shall each have a signed original of the seafarers' employment agreement;
- (d) the ship owner shall ensure that clear information as to the conditions of the employment is easily obtained on board by seafarers, including the master of the ship and that such information including a copy of the seafarers' employment agreement is accessible to the Director General of Shipping or any other entity so notified including port state authorities in ports to be visited;
- (e) at the end of, or termination of, contract, every seafarer's continuous discharge certificate shall be endorsed with record of employment on board the ship.

(2) Where a collective bargaining agreement in full or part forms part of a seafarers' employment agreement, a copy of that agreement shall be made available on board.

(3) The seafarers' employment agreement and any applicable collective bargaining agreement shall be in English.

(4) The ship owner or its licensed recruitment and placement service provider shall file the articles of agreement signed with the seafarer to the shipping master or other related authority within the time limit as specified by the Director General of Shipping.

(5) Seafarers' employment agreements shall in all cases contain the following particulars, *inter-alia*, namely:-

- a) the seafarers' full name, date of birth, age and place of birth;
- b) the name and address of the ship owner;
- c) the place where and date when the seafarers' employment agreement is entered into;
- d) the capacity in which the seafarer is to be employed;
- e) the amount of the wages of the seafarers or, where applicable, the formula used for calculating them;
- f) the amount of paid annual leave or, where applicable, the formula used for calculating it;
- g) the termination of the agreement and the conditions thereof, including,—
 - (i) if the agreement has been made for an indefinite period, the conditions entitling either party to terminate it, the required period of notice, which shall not be less for the ship owner than for the seafarer;
 - (ii) if the agreement has been made for a definite period, the date fixed for its expiry; and
 - (iii) if the agreement has been made for a voyage, the port of destination and the time which has to expire after arrival before the seafarer should be discharged;
- (h) the health and social security protection to be provided to the seafarer by the ship owner;

- (i) the seafarers' entitlement to repatriation;
- (j) reference to the collective bargaining agreement, if applicable; and
- (k) any other particulars or the format as may be specified by the Director General of Shipping, in consultation with the representatives of ship owners and the seafarers;

(6) The minimum period of notice to be given by the seafarers and ship owners for the early termination of a seafarers' employment agreement shall be in accordance with the collective bargaining agreement or seafarer employment agreement, but in any case shall not be shorter than seven days.

(7) A period of notice shorter than the minimum period as in sub-rule (6) may be given in circumstances which are recognised under the applicable collective bargaining agreements as justifying termination of the employment agreement at shorter notice or without notice and in determining these circumstances, it shall be ensured by the ship owner that the need of the seafarer to terminate, without penalty, the employment agreement on shorter notice or without notice for compassionate or other urgent reasons is taken into account.

(8) Seafarers' entitlement for compensation from the ship owner in case of injury, loss or unemployment arising from loss of the ship or foundering shall be specified in the collective bargaining agreement or the Seafarers' Employment Agreement.

9. Wages.— (1) The ship owner shall make payments due to seafarers working on board their ships at no greater than monthly intervals:

Provided that in case of any collective bargaining agreement for the wages as mentioned in sub-rule (1), the same shall be paid as per the agreement at no greater than monthly intervals.

(2) The ship owner shall ensure that seafarers are given a monthly account of the payments due and the amounts paid, including wages, additional payments and the rate of exchange used where payment has been made in foreign currency.

(3) The ship owner shall take measures to provide seafarers with a means to transmit all or part of their earnings to their families or dependents or legal beneficiaries.

(4) The ship owner shall formulate measures to ensure that seafarers are able to transmit their earnings to their families which include:-

- (a) a system for enabling seafarers, at the time of their entering employment or during it, to allot, if they so desire, a proportion of their wages for remittance at regular intervals to their families by bank transfers or similar means;
- (b) a requirement that allotments shall be remitted in due time and directly to the person or persons nominated by the seafarers;
- (c) any charge for the service under sub-rule (3) and clauses (a) and (b) of sub-rule (4) shall be reasonable in amount, and unless otherwise provided the rate of currency exchange shall be at the prevailing market rate or the official rate prescribed by the Reserve Bank of India and not be unfavourable to the seafarer.

(5) The wages included in the collective bargaining agreement or the Seafarers' Employment Agreement shall be in accordance with the guidelines as laid down in the Maritime Labour Convention.

10. Hours of work and rest.— (1) For the purpose of these rules, the term.-

- (a) "hours of work" means time during which seafarers are required to do work on account of the ship;
- (b) "hours of rest" means time outside the hours of work but does not include short breaks or meal breaks up to one hour during the hours of work.

(2) The normal working hours standard for seafarers shall not exceed an eight-hour day with one-day rest per week and rest on public holidays as per collective bargaining agreement or seafarers' employment agreement.

- (3) The ship owner shall adopt minimum hours of the rest which shall be,-
- (i) not less than ten hours in any twenty-four hour period; and
 - (ii) not less than seventy-seven hours in total for a period of seven days in different spells.
- (4) Minimum ten hours of rest may be divided into no more than two periods, one of which shall be at least six hours in length and the interval between consecutive periods of rest shall not exceed fourteen hours.
- (5) Musters, fire-fighting and lifeboat drills, and drills provided by the Act and rules made thereunder and by the International instruments shall be conducted in a manner that minimises the disturbance of rest period and does not induce fatigue.
- (6) When a seafarer is on call, such as when a machinery space is unattended, the seafarer shall have an adequate compensatory rest period if the normal period of rest is disturbed by call-outs to work.
- (7) If no collective bargaining agreement or arbitration award exists or if the Director General of Shipping determines that the provisions in the agreement or award in respect of sub-rule (5) or sub-rule (6) are inadequate, the Director General of Shipping may specify such provisions to ensure the seafarers concerned to have sufficient rest.
- (8) The ship owner shall ensure the posting, in an easily accessible place, of a table with the shipboard working arrangements, which shall contain for every position at least.—
- (a) the schedule of service at sea and service in port; and
 - (b) the minimum hours of rest as agreed upon within the frame-work of the applicable collective bargaining agreements.
- (9) The table referred to in sub-rule (8) shall be established in a standardised format as specified by the Director General of Shipping in the working language or languages of the ship and in English.
- (10) The ship owner shall maintain records of seafarers' daily hours of rest to allow monitoring of compliance with the provision of sub-rules (3) to (9).
- (11) The records shall be in a standardised format specified by the Director General of Shipping taking into account any available guidelines of the International Labour Organisation and the format shall be in any standard format prepared by the Organisation in the languages required by sub-rule (9).
- (12) Copy of the records pertaining to the seafarers shall be endorsed by the master or a person authorised by the master.
- (13) (a) Nothing contained in this rule shall prevent the right of the master of a ship to require a seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea;
- (b) In accordance with the provisions of clause (a), the master may suspend the schedule of hours of work or hours of rest and require a seafarer to perform any hours of work necessary until the normal situation has been restored;
- (c) As soon as practicable, after the normal situation has been restored, the master shall ensure that any seafarers who have performed work in a scheduled rest period are provided with an adequate period of rest.
- (14) (a) relaxations from the required hours of rest under sub-rule (3) and sub-rule (4) may be allowed for not more than two consecutive weeks provided that the rest period is not less than seventy hours in any seven day period, and the interval between two periods of relaxation on board shall not be less than twice the duration of the relaxation;
- (b) the ten hours of rest in a twenty four hour period provided during the relaxation may be divided into no more than three periods, one of which shall be at least six hours in length, and the said periods shall not be less than one hour in length;
- (c) Interval between consecutive periods of rest shall not exceed fourteen hours: Provided that no relaxation shall be made for duty beyond twenty four hour in any seven day period.

11. Entitlement to Leave. - (1) The ship owner shall establish the following operational parameters and practices to ensure that seafarers are provided with the adequate leave, namely:-

- (a) seafarers employed on ships shall be given paid annual leave of at least 2.5 calendar days per month of employment or pro rata;
- (b) seafarers shall be granted shore leave of adequate period to safe-guard their health and well-being and with the operational requirements of their positions.

(2) Any agreement to forgo the minimum annual leave with pay specified in this rule, except in cases provided for by the Director General of Shipping, shall be prohibited; provided that, the division of annual leave into parts, or the accumulation of such annual leave due in respect of one year together with a subsequent period of leave is authorised subject to mutual agreement between the ship owner and the seafarer concerned.

12. Repatriation. - (1) The ship owner shall provide financial security in the manner as specified by Director General of Shipping, to ensure that seafarers are duly repatriated in accordance with the provisions of this rule.

(2) The ship owner shall ensure that seafarer on their ships are repatriated in the following circumstances without any cost to the seafarers, namely:-

- a) if the seafarers' employment agreement expires ;
- b) when the seafarers' employment agreement is terminated-
 - i. by the ship owner; or
 - ii. by the seafarer;

for justified reasons, as per collective bargaining agreement/seafarer employment agreement; and also

- (c) when the seafarers are no longer able to carry out their duties under their employment agreement or cannot be expected to carry them out in the specific circumstances, as per collective bargaining agreement/seafarer employment agreement;
- (d) on compassionate grounds as per collective bargaining agreement/seafarer employment agreement;
- (e) in the event of their abandonment.

Explanation. - For the purposes of this clause, a seafarer shall be deemed to have been abandoned where, in violation of the requirements of the Act or these rules or the terms of the seafarers' employment agreement, the ship owner:-

- (a) fails to cover the cost of the seafarer's repatriation; or
- (b) has left the seafarer without the necessary maintenance and support (including adequate food, accommodation, drinking water supplies, essential fuel for survival on board the ship and necessary medical care); or
- (c) has otherwise unilaterally severed their ties with the seafarer including failure to pay contractual wages for a period of at least two months.

(3) The ship owner shall ensure that there are appropriate provisions in collective bargaining agreements, specifying:-

- a) the circumstances in which seafarers are entitled to repatriation in accordance with the provisions of clauses (b) and (c) of sub-rule (2);
- b) the maximum duration of service periods on board following which a seafarer is entitled to repatriation – which shall be less than twelve months; and
- c) the precise entitlements to be accorded by ship owners for repatriation, including those relating to the destinations of repatriation, the mode of transport, the items of expense to be covered and other arrangements to be made by ship owners.

(4) The ship owner shall not make any provision requiring that seafarers make an advance payment towards the cost of repatriation at the beginning of their employment, and also from recovering the cost of

repatriation from the wages of seafarers or other entitlements except where the seafarer has been found, as per the applicable collective bargaining agreements, to be in default of the seafarer's employment obligations.

(5) Nothing contained in this rule shall prejudice any right of the ship owner to recover the cost of repatriation under third-party contractual arrangements.

(6) Each ship owner shall make available to seafarers, a copy of the applicable provisions regarding repatriation in English.

(7) If a ship owner fails to make arrangements for or to meet the cost of repatriation of seafarers who are entitled to be repatriated-

- (a) the Director General of Shipping shall arrange for repatriation of the seafarers concerned or the country from which the seafarers are to be repatriated or the country of which they are a national may arrange for their repatriation and in all such cases the cost shall be recovered from the financial security referred to in sub-rules (1) and (12) of rule 12;
- (b) the expenses of repatriation shall in no case be a charge upon the seafarers, except as provided for in sub-rule (4).

(8) Taking into account the applicable international instruments, including the International Convention on Arrest of Ships, 1999, the Director General of Shipping who has arranged the cost of repatriation pursuant to this rule may detain, or request the detention of, the ship of the owner of the concerned ship until the reimbursement has been made in accordance with clause (c) of sub-rule (7);

(9) Director General of Shipping shall facilitate the repatriation of seafarers serving on ships which call at its ports or pass through its territorial or internal waters, and their replacement on board;

(10) In particular, the right of repatriation to any seafarers shall not be refused due to financial circumstances of the ship owner or for the inability of the ship owner or unwillingness to replace a seafarer.

(11) Ship owner shall ensure that the copy of these rules are carried and are available on board to the seafarers.

(12) Every ship to which these rules apply shall carry a certificate or other documentary evidence of financial security issued by the financial security provider and a copy of the same shall be posted in a conspicuous place on board where it is available to the seafarers. Where there is more than one financial security provider, the document provided by each provider shall be carried on board.

(13) The certificate or documentary evidence of financial security shall contain the information as required in Form 1.

(14) Financial security system shall be sufficient to cover the following, namely.—

- (a) outstanding wages and other entitlements due from the ship owner to the seafarer under the employment agreement, the relevant collective bargaining agreement, limited to four months of any such outstanding wages and four months of any such outstanding entitlements;
- (b) all expenses reasonably incurred by the seafarer, including the cost of repatriation referred to sub-rule (15);
- (c) the essential needs of the seafarer including such items, namely, adequate food, clothing where necessary, accommodation, drinking water, essential fuel for survival on board the ship, necessary medical care and any other reasonable costs or charges from the act or omission constituting the abandonment until the seafarer's arrival at home.

(15) Cost of repatriation shall cover travel by appropriate and expeditious means, normally by air, and include provision for food and accommodation of the seafarers from the time of leaving the ship until arrival at the seafarer's home, necessary medical care, passage and transport of personal effect and any other reasonable costs or charges arising from the abandonment.

(16) The financial security shall not cease before the end of the period of validity of the financial security.

(17) If the providers of financial security has made any payment to any seafarers in accordance with the provisions of these rules, such provider shall, up to the amount it has paid and in accordance with the

applicable law, acquire by subrogation, assignment or otherwise, the right which the seafarers would have enjoyed.

13. Seafarer compensation for the ship's loss or foundering.— (1) The ship owner shall ensure that, in every case of loss or foundering of any ship, the ship owner shall pay to each seafarer on board an indemnity against unemployment resulting from such loss or foundering which shall be specified in the collective bargaining agreement.

(2) The provision of sub-rule (1) shall be without prejudice to any other rights a seafarer may have under any other law for the time being in force for losses or injuries arising from a ship's loss or foundering.

14. Manning levels.— (1) The ship owner shall ensure that each ship shall employ on board as per the safe manning document issued by Mercantile Marine Department from time to time so that the ships are operated safely, efficiently and with due regard to security under all conditions, taking into account concerns about seafarer fatigue and the particular nature and conditions of the voyage.

(2) The ship owner shall ensure that every ship is manned by a crew that is adequate, in terms of size and qualifications, to ensure the safety and security of the ship and its personnel, under all operating conditions, in accordance with the minimum safe manning document as specified by the Director General of Shipping.

(3) Director General of Shipping shall, when determining, approving or revising the manning levels, take into account the need to avoid or minimise the excessive hours of work so as to ensure sufficient rest and to limit fatigue, and also the principles in the applicable international instruments, especially those of the International Maritime Organisation, on manning levels.

(4) The Director General of Shipping shall also take into account all the requirements of rule 17 in determining manning levels.

15. Career and skill development and opportunities for seafarers' employment.— (1) Director General of Shipping shall encourage career and skill development and employment opportunities for seafarers, in order to provide the maritime sector with a stable and competent workforce.

(2) The aim of the policies referred in sub-rule (1), shall be to help the seafarers, strengthen their competencies, qualifications and employment opportunities.

(3) Director General of Shipping, after consulting the owners of the ship and seafarers' organisations concerned, establish clear objectives for the vocational guidance, education and training of seafarers whose duties on board ship primarily relate to the safe operation and navigation of the ship, including ongoing training.

CHAPTER IV

16. Accommodation and recreational facilities.— (1) Accommodation and recreational facilities on board ships shall be in accordance with Merchant Shipping (Crew Accommodation) Rules, 1960 and Merchant Shipping (Seafarers' Accommodation) Rules, 2016.

(2) The inspections required under rule 25 shall be carried out when.-

- (a) ship is registered or re-registered; or
- (b) the seafarer accommodation on a ship has been substantially altered.

(3) The ship owner shall provide recreational facilities on board ships at no cost to the seafarer.

17. Food and catering.— (1) (a) The ship owner shall provide variety food of required quality, quantity and nutritional value and water, including drinking water which covers the requirement of the complement on board the ship, their religious requirements and cultural practices pertaining to food, duration and nature of voyage.

(b) The organisation and equipment of catering department shall be such as to permit the provision of adequate, varied and nutritious meals prepared and served in hygienic conditions.

(2) The quality and quantity of food supplied shall be in conformity with the collective bargaining agreement or as may be specified by the Director General of Shipping.

(3) The ship owner shall ensure that the food and water including drinking water is provided to the seafarers free of charge during the period of engagement.

(4) The ship owner shall ensure that the seafarers who are engaged as cooks of the ship are trained, qualified and found competent as specified by the Director General of Shipping.

(5) Catering staff shall be trained or instructed for their positions on board ship.

(6) On ships operating with a specified manning of less than ten which, by virtue of the size of the crew or the trading pattern, may not be required to carry a fully qualified cook, anyone processing the food in the galley shall be trained or instructed in areas including food and personal hygiene and handling and storage of food on board ship.

(7) In the case of exceptional necessity, the Director General of Shipping may, issue a dispensation permitting a non-fully qualified cook to serve in a specified ship for a specified period, until the next convenient port of call or for a period not exceeding one month:

Provided that the person to whom the dispensation is issued is trained or instructed in areas including food and personal hygiene and handling and storage of food on board ship.

(8) The ship owner shall ensure that frequent documented inspections are carried out on board ships, by or under the authority of the master, with respect to—

- a) supply of food, water and drinking water;
- b) all spaces and equipment used for the storage and handling of food, water and drinking water; and
- c) galley and other equipment for the preparation and service of meals.

(9) No seafarer under the age of eighteen shall be employed or engaged or work as a cook with the ship.

CHAPTER V

Health protection, Medical care, Welfare and Social protection

18. Medical care on board ship and ashore.— (1) The ship owner shall adopt such measures for providing protection of health and medical care, including essential dental care, at no cost to the seafarers, for seafarers working on board a ship which —

- a) ensure the application to seafarers, of any general provisions on occupational protection of health and medical care relevant to their duties, and of special provisions specific to work on board ship whilst working on board;
- b) ensure that seafarers are given protection of health and medical care including prompt access to the necessary medicines, medical equipment in accordance with the provisions of the Merchant Shipping (Medicine, Medical stores appliances and First Aid Equipment) Rules, 1994, and facilities for diagnosis and treatment and to medical information and expertise;
- c) give seafarers the right to visit a qualified medical practitioner or dentist without delay in ports of call, where practicable, at no cost to the seafarer;
- d) ensure that medical care and protection of health services while a seafarer is on board ship or landed in a foreign port are provided free of charge to seafarers; and are not limited to treatment of sick or injured seafarers but include measures of a preventive character such as health promotion and health education programmes.

(2) The ship owner shall adopt a standard medical report form for use by the masters of the ship and relevant onshore and on-board medical personnel as specified by the Director General of Shipping and the form when completed, its contents shall be kept confidential and shall only be used to facilitate the treatment of seafarers.

(3) The Ship to which Merchant Shipping (Carriage of Medical Officers) Rules, 1961 apply shall carry medical practitioner on board.

(4) (a) The ship which does not carry a medical practitioner shall be required to have either at least one seafarer on board who is in charge of medical care and administering medicine as part of their regular duties or at least one seafarer on board competent to provide medical first aid.

(b) Persons in charge of medical care on board who are not medical practitioner shall have satisfactorily completed training in medical care that meets the requirements of Standard of Training Certification and Watch Keeping Convention.

(c) Seafarers designated to provide medical first aid shall have satisfactorily completed training in medical first aid that meets the requirements of Standard of Training Certification and Watch keeping.

(5) (a) The ship owner shall ensure by a prearranged system that medical advice by radio or satellite communication to ships at sea, including specialist advice is available on all twenty four hours of a day.

(b) Such medical advice, including the onward transmission of medical messages by radio or satellite communication between a ship and those ashore giving the advice, shall be available free of charge to all ships irrespective of the flag that they fly.

19. The Liability of the Ship Owner. — (1) The ship owner shall ensure to provide seafarers employed on the ships with a right to material assistance and support with respect to the financial consequences of sickness, injury or death occurring while they are serving under a seafarers' employment agreement or arising from their employment under such agreement.

(2) Nothing contained in sub-rule (1) shall affect any other legal remedy available to a seafarer under any law for the time being in force.

(3) The ship owner shall be responsible for protection of health and medical care of all seafarers working on board the ship in accordance with the following minimum standards, namely.—

- a) The ship owner shall be liable to bear the costs for seafarers working on their ship in respect of sickness and injury of the seafarers occurring between the date of commencing of the duty and the date upon which they are deemed duly repatriated, or arising from their employment between those dates;
- b) The ship owner shall provide financial security to assure compensation in the event of the death or long-term disability of seafarers due to an occupational injury, illness or hazard, as set out in the seafarers' employment agreement or collective agreement;
- c) The ship owner shall be liable to defray the expense of medical care, including medical treatment and the supply of the necessary medicines and therapeutic appliances, and boarding and lodging away from home until the sickness or incapacity has been declared to be of a permanent character; and
- d) The ship owner shall be liable to pay the cost of funeral expenses in the case of death occurring on board or ashore during the period of engagement.

(4) The Director General of Shipping may limit the liability of the ship owner to defray the expenses of medical care and aboard and lodging to a period which shall not be less than sixteen weeks from the day of the injury or the commencement of the sickness.

(5) Where the sickness or injury results in incapacity for work, the ship owner shall be liable.-

- a) to pay full wages till the sick or injured seafarers remain on board or until the seafarers have been repatriated in accordance with the collective bargaining agreement;
- b) to pay wages in whole or in part in accordance with the provisions of law for the time being in force or as provided for in collective agreement from the time when the seafarers are repatriated or landed until their recovery or, if earlier, until they are entitled to cash benefit under the law for the time being in force.

(6) The Director General of Shipping may limit the liability of the ship owner to pay wages in whole or in part in respect of a seafarers no longer on board to period which shall not be less than sixteen weeks from the days of the injury or the commencement of the sickness.

- (7) The Director General of Shipping may exclude the ship owner from liability in respect of—
- a) injury, not sickness, incurred otherwise than in the service of the ship; injury or sickness due to the wilful misconduct of the sick, injured or deceased seafarers; and
 - b) sickness or infirmity intentionally concealed when the engagement is entered into.
- (8) The Director General of Shipping may exempt the ship owner from liability to defray the expense of medical care and board and lodging and funeral expenses in so far as such liability is assumed by the public authorities.
- (9) The ship owner or his representatives shall take measures for safeguarding property left on board by sick, injured or deceased seafarers and for returning it to them or to their next to kin.
- (10) The ship owner shall ensure that the system of financial security to assure compensation as provided in clause (b) of sub-rule (3) for contractual claims, meet the following minimum requirements, namely:—
- (a) the contractual compensation, as set out in the seafarers' employment agreement and without prejudice to clause (c) sub-rule (10), shall be paid in full and without delay;
 - (b) there shall be no demand to accept a payment less than the contractual amount;
 - (c) whereas the nature of the long-term disability of a seafarers makes it difficult to assess the full compensation to which the seafarers may be entitled, an interim payment shall be made to the seafarers so as to avoid undue hardship;
 - (d) the seafarers shall receive payment in accordance with the provisions of sub-rule (3), without prejudice to other legal right, but such payment may other claim made by the seafarers against the ship owner and arising from the same incident; and
 - (e) the claim for concerned compensation may be brought directly by the seafarers concerned, or their next of kin, or a representative of the seafarers or designated beneficiary.
 - (f) the evidence of financial security shall be as per Form -2.
- (11) The ship owner shall not cancel or terminate the financial security without giving a notice in writing to the seafarer.
- (12) The ship owner shall ensure that no financial security shall be cancelled or terminated by the provider of the financial security without giving notice of atleast thirty days in advance, to the Director General of Shipping by the provider of financial security.
- (13) (a) The ship owner shall ensure that his ships carry on board a certificate or other documentary evidence of financial security issued by the financial security provider and copy of the same shall be posted in a conspicuous place on board where it is available to the seafarers;
- (b) Where more than one financial security provider provides the cover, the document provided by each provider shall be carried on board.
- (14) Financial security shall not cease before the end of the period of validity of the financial security unless the financial security providers has given prior notification of at least thirty days to the competent authority of the flag State.
- (15) Financial security shall provide for the payment of all contractual claims covered by it which arise during the period for which the document is valid.
- (16) The certificate, other documentary evidence of financial security shall contain the information specified in Form-1 and it shall be in English or accompanied by an English translation.
- (17) For the purposes of sub-rule (10), the term "contractual claim" means any claim which relates to death or long-term disability of seafarers due to an occupational injury, illness or hazard as set out in the seafarers' employment agreement or collective bargaining agreement.
- (18) The system of financial security, as provided in sub-rule (10), may be in the form of a social security scheme or insurance or fund or other similar arrangements. The form of the financial security shall be

determined by the Director General of Shipping after consultation with the ship owners' and seafarers' organisations concerned.

(19) The ship owner shall receive, deal with and impartially settle contractual claims relating to compensation referred to in this rule through expeditious and fair procedures.

20. Health and safety protection and prevention of accident.— The Director General of Shipping may specify separate guidelines from time to time, for the management of occupational safety and protection of health on board the ships.

21. Access to shore based welfare facilities.— The Director General of Shipping may specify separate guidelines from time to time for providing seafarers on ships that are in Indian ports with access to adequate welfare facilities and services.

22. Social security.— (1) To achieve social security the following branches of social security protections shall be adopted, namely:-

- a) medical care;
- b) sickness benefit;
- c) nemployment benefit;
- d) ld-age benefit;
- e) mployment injury benefit;
- f) amily benefit;
- g) aternity benefit;
- h) invalidity benefit and survivors' benefit.

(2) The social security protection referred to in sub-rule (1) shall be in addition to the protection provided under rules 18 and 19.

(3) The Director General of Shipping shall establish social security protection progressively for all its seafarers serving on board Indian ships or on board other flag state ships, in collaboration with the stakeholder's equivalent schemes as per the national circumstances.

CHAPTER VI

FLAG STATE RESPONSIBILITIES

23. Implementation of the maritime labour convention.— (1) The Director General of Shipping shall establish an effective system for.—

- (a) the inspection and certification of the maritime labour conditions by itself or through any recognised organisation in accordance with the provisions of the convention;
- (b) the issuance, endorsement and renewal, of interim or full time Maritime Labour Certificate along with the Declaration of Maritime Labour Compliance, complying with the provisions of the convention.

(2) The Director General of Shipping shall provide the International Labour Office with a current list of recognised organisations authorised to act on its behalf and it shall keep this list up to date.

(3) The list, referred to in sub-rule (1), shall specify the functions that the recognised organisations have been authorised to carry out and the list shall be made available to the public.

(4) The Director General of Shipping shall specify the manner for maintaining the records of inspections of ships that fly the Indian Flag.

(5) The Director General of Shipping shall publish an annual report on such inspection within a reasonable time, not exceeding six months, after the end of the year.

24. Maritime labour certificate and declaration of maritime labour compliance.— (1) Director General of Shipping or by any officer, authority or organisation authorised by him in this behalf shall issue a Maritime Labour Certificate in accordance with Maritime Labour Convention.

(2) Director General or by any officer, authority or organisation authorised by him in this behalf, shall issue a Declaration of Maritime Labour Compliance in respect of a ship that it meets with the requirements and standards set out in provisions of the Maritime Labour Convention.

(3) The ships covered under this rule shall carry and maintain a declaration of maritime labour compliance stating the requirements for implementing these rules for the working and living conditions for seafarers and setting out the measures adopted by the ship owner to ensure compliance with the requirements on the ship or ships concerned.

(4) The declaration of maritime labour compliance shall be in two parts, Part I and Part II and shall be in the Form-3 and Form-4 respectively.

(5) Maritime labour Certificate may be issued on an interim basis in the Form-5:

- (a) to a new ships on delivery; or
- (b) when a ship changes flag; or
- (c) when a ship owner assumes responsibility for the operation of a ship which is new to that ship owner.

(6) Such interim maritime labour certificate may be issued by the recognised organisation or any other person authorised by the Director General of Shipping for a period not exceeding six months, following verification that—

- (a) the ship has been inspected as far as reasonable and practical, for the matters listed in the Form-6;
- (b) the ship owner has demonstrated to the recognised organisation or any other person authorised by the Director General of Shipping that the ship has adequate procedures to comply with this rule;
- (c) the master is familiar with the requirements of these rules and the responsibilities for its implementation; and
- (d) relevant information has been submitted to the recognised organisation or any other person authorised by the Director General of Shipping to produce a declaration of maritime labour compliance.

(7) The ships covered under this rule shall be issued a Maritime Labour Certificate in Form -7 by the recognised organisations or any other person authorised by Director General of Shipping certifying that the working and living conditions of seafarers on the ship, including measures for ongoing compliance to be included in the declaration of maritime labour compliance referred to in sub- rule (3) have been inspected and meet the requirements for implementing the Convention.

25. Inspection and Enforcement.— (1) The Director General of Shipping shall establish an effective and coordinated system of regular inspections, monitoring and other control measures to ensure that the ships, to which these rules apply, comply with the requirements of these rules.

(2) The Director General of Shipping shall maintain a system of inspection of the conditions for seafarers on ships to which this rule apply, which shall include verification that the measures relating to working and living conditions as set out in the declaration of maritime labour compliance, are being followed, and that the requirements of these rules are met.

(3) If the Director General of Shipping or an officer authorised by him, receives a complaint which it does not consider manifestly unfounded or obtains evidence that a ship to which these rules apply does not conform to the requirements of these rules or that there are serious deficiencies in the implementation of the measures set out in the declaration of maritime labour compliance, the Director General of Shipping or an officer authorised by him shall take necessary steps to investigate the matter and ensure that action is taken to remedy any deficiencies found.

(4) The Director General of Shipping may issue clear guidelines to the inspecting authority as to the tasks to be performed and shall empower them:

- (a) to board a ship that flies the Indian flag;
- (b) to carry out any examination, test or inquiry which they may consider necessary in order to satisfy themselves that the standards are being strictly observed; and
- (c) to require that any deficiency is remedied and, where they have grounds to believe that deficiencies constitute a serious breach of the requirements of these rules, including seafarers' rights, or represent a significant danger to seafarers' safety, health or security, to prohibit a ship from leaving port until necessary remedial actions are taken.

(5) Any action taken to pursuant clause (c) of sub-rule 4 shall be subject to right of appeal to administrative authority as may be specified by the Director General of Shipping.

26. On board complaint procedures:— The Indian Flag ship shall adopt following on board complaint procedures:—

(1) Any aggrieved seafarer serving on board an Indian flag ship shall, as soon as is feasible, submit a written complaint to his Head of Department on board (deck or engine), which shall be immediately and formally acknowledged by the Head of Department to the seafarer concerned.

(2) If the Head of Department cannot resolve the seafarer's complaint to the satisfaction of the seafarer, within a prescribed time limit of three days of receipt of the complaint, the Head of Department shall refer it to the Master of the ship, who shall handle the matter personally and settle the issue within seven days of receipt of complaint.

(3) A seafarer shall, at all times, have the unequivocal right to be accompanied and to be represented by another seafarer of his choice on board the ship concerned, while making the complaint or for the follow - up work thereon.

(4) All complaints and decisions on the complaint shall be duly recorded in the official record book and a copy of the decision taken, in each case, shall be provided to the seafarer concerned by the said issue resolving authority. A proper documentary record of all the complaints and actions taken on each complaint shall be kept on board and shall be available for an inspection by the authorities concerned for a period of at least three years of receipt of complaint.

(5) If the Master of the vessel cannot resolve the complaint on board, he shall take it up with to the ship owner concerned, under and due immediate intimation to the seafarer. The ship owner shall resolve the matter, without any delay, but not later than within a maximum period of one month of receipt of complaint. Contact details of the ship owner for resolving seafarer's complaints shall be made available onboard, by the Master of the vessel. The ship owner shall, in resolving the complaint, take the assistance of the Committee that may be set up by it, comprising the seafarers union(s) also.

(6) If the complaint of the seafarer is not resolved by the recruitment and placement service or ship owner within one month, including the Committee also represented by the seafarers union, the seafarer shall have the right to approach the competent authority, through the Grievance Redressal Mechanism as may be issued by the Director General from time to time. The complaint so registered with the authority shall contain the copies of the complaint made by the seafarer to all his superiors, as mentioned above, including to the recruitment and placement service or ship owner or Union (if any) and the replies given thereto by them, if any.

(7) A seafarer on board a vessel calling at a foreign port, in between a voyage shall also have the right to separately report his complaint alleging breach of the requirement of, the Maritime Labour Convention, 2006 including seafarers' rights, to the authorised officer at that port, under the Maritime Labour Convention on-shore seafarer complaint handling procedures.

(8) In all such cases, seafarers shall also have the right to file their complaints directly with the Master or recruitment and placement service provider or ship owner or any other legal entity that the seafarers may consider appropriate for the purpose.

27. Port State Inspections:— The Director General of Shipping shall establish the procedure for inspection as required under the convention for fulfilling its port state responsibilities.

28. Onshore seafarer complaint-handling procedures.-(1) An on shore complaint redressal procedure shall be followed in all Indian ports as specified by the Director General of Shipping, in consultation with the ship owners and seafarers' organisations concerned, who are parties to the Collective Bargaining Agreement as reflected in the seafarers employment agreement, where applicable.

(2) The Director General of Shipping shall take necessary steps to safeguard the confidentiality of seafarers making the complaints.

Form-1

[See rule 12]

Evidence of financial security

The certificate and other documentary evidence of financial security required under sub-rule (13) of rule 12 shall include the following information, namely:-

- (a) Name of the ship;
- (b) Port of registry of the ship;
- (c) Call sign of the ship;
- (d) International Maritime Organisation number of the ship;
- (e) Name and address of the provider or providers of the financial security;
- (f) Contact details of the person or entity responsible for handling seafarer's contractual claims;
- (g) Name of the owner of the ship;
- (h) Period of validity of the financial security; and
- (i) An attestation from the financial security provider that the financial security meet the requirement of rule 12.

Form-2

[See rule 19]

Evidence of financial security

The certificate and other documentary evidence of financial security required under sub-rule 10 (f) of rule 19 shall include the following information, namely:-

- (a) Name of the ship;
- (b) Port of registry of the ship;
- (c) Call sign of the ship;
- (d) International Maritime Organisation number of the ship;
- (e) Name and address of the provider or providers of the financial security;
- (f) Contact details of the person or entity responsible for handling seafarer's contractual claims;
- (g) Name of the owner of the ship;
- (h) Period of validity of the financial security; and
- (i) An attestation from the financial security provider that the financial security meet the requirement of rule 19.

Form-3

[See rule 24 (5)]

Declaration of Maritime Labour compliance – Part I

(Note: This Declaration must be attached
to the ship's Maritime Labour Certificate)

Issued under the authority of Director General of Shipping

With respect to the provisions of the Maritime Labour Convention, 2006 the following referenced ship:-

Name of ship	IMO number	Gross tonnage

is maintained in accordance with the provisions of rule 24.

The undersigned declares, on behalf of the abovementioned competent authority, that:-

- (a) the provision of the Maritime Labour Convention are fully embodied in the requirements referred to below:
- (b) these requirement are contained in the provisions referenced below; explanations concerning the content of those provisions are provided where necessary;
- (c) the detail of any substantial equivalencies under Article VI, paragraphs 3 and 4 of the Convention are provided under the corresponding requirement listed below in the section provided for this purpose below (*strike the statement which is not applicable*);
- (d) any exemption granted by the under rules (16) and (17) should be clearly indicated in the section provided for this purpose below; and
- (e) any ship-type specific requirements under national legislation are also referenced under the requirement concerned.
 1. Minimum age (Rule 4)
 2. Medical certification (Rule 5).....
 3. Qualification of seafarers (Rule 6).....
 4. Seafarers' employment agreement (Rule 8).....
 5. Use of any licensed or certificated or regulated private recruitment and placement service (Rule 7).....
 6. Hours of work or rest (Rule 10).....
 7. Manning levels for the ship (Rule14).....
 8. Accommodation (Rule16).....
 9. On-board recreation facilities (Rule 16).....
 10. Food and catering (Rule 17).....
 11. *Health and safety and accident prevention (Rule 18)*.....
 12. On-board medical care (Rule18).....
 13. On-board complaint procedures (Rule 26).....
 14. Payment of wages (Rule 9).....

Name:

Title:

Signature:

Place:

Date:

(Seal or stamped of the authority)

Substantial equivalencies

(Note: Strike out the statement which is not applicable)

The following substantial equivalencies, as provided under Article VI, paragraphs 3 and 4 of the Convention, except where stated above, are noted (insert description if applicable):

.....
.....

No equivalency has granted.

Name:

Title:

Signature:

Place:

Date:

(Seal or stamp of the authority)

Exemptions

(Note: Strike out the statement which is not applicable)

The following exemptions granted by the competent authority) are noted:

.....
.....

No exemption has been granted.

Name:

Rule:

Signature:

Place:

Date:

(Seal or stamp of the authority, as appropriate)

Form-4

[See rule 24 (5)]

Declaration of Maritime Labour Compliance – Part II

Measures adopted to ensure ongoing compliance between inspections

The following measures have been drawn up by the ship owner, named in the Maritime Labour Certificate to which this declaration is attached to ensure ongoing compliance between inspections:

(State below the measures drawn up to ensure compliance with each of the items in Part I)

1. Minimum age (Rule 4)

.....

2. Medical certification (Rule 5)

.....

3. Qualification of seafarers (Rule 6)

.....

- 4. Seafarers' employment agreement (Rule 8)
.....
- 5. Use of any licensed or certificated or regulated private recruitment and placement service (Rule 7)
.....
- 6. Hours of work or rest (Rule 10)
.....
- 7. Manning levels for the ship (Rule 14)
.....
- 8. Accommodation (Rule 16)
.....
- 9. On-board recreation facilities (Rule 16)
.....
- 10. Food and catering (Rule 17)
.....
- 11. Health and safety and accident prevention (Rule 18)
.....
- 12. On-board medical care (Rule 18)
.....
- 13. On-board complaint procedures (Rule 26)
.....
- 14. Payment of wages (Rule 9)
.....

I hereby certify that the above measure have been drawn up to ensure ongoing Compliance, between inspections, with the requirement listed in part I.

Name of the owner of the ship:

Company address:

Title:

Signature of the authorised signatory:.....

Date:

(Stamp or seal of the ship owner)

The above measures have been reviewed by *(insert name of competent authority or duly recognised organisation)* and, following inspection of the ship, have been determined as meeting the purpose set out under rule 24, regarding measures to ensure initial and ongoing compliance with the requirements set out in Part I of this Declaration.

Name:

Rule:

Address:

.....

.....

Signature:

Place:

Date:

(Seal or stamp of the authority, as appropriate)

Form-5

[See rule 24 (6)]

Interim Maritime Labour Certificate.....
(Full designation of the issuing authority)

by

(Full designation and address of the authority or duly authorised recognised organisations)

Particular of the ship

Name of ship

Distinctive number or letters.....

Port of registry

Date of registry

Gross tonnage.....

International Maritime Organisation number

.....

Type of ship

Name and address of the owner of the ship.....

.....

.....

This is to certify, for the purpose of rule 24, that:

- (a) this ship has been inspected, as far as reasonable and practicable, for the **matters listed in Form-5 to these rules, taking into account verification of** items under (b), (c) and (d) below;
- (b) the owner of the ship has demonstrated to the competent authority or recognised organisation that the ship has adequate procedures to comply with these rules.
- (c) the master is familiar with the requirements of these rules and the responsibilities for implementation;
and
- (d) relevant information has been submitted to the competent authority or recognised organisation to produce a Declaration of Maritime Labour Compliance.

This Certificate is valid until Subject to inspection in accordance with rules 24 and 25.

Completion date of the inspection referred to under (a) above was.....

Issued at..... on.....

Signature of the duly authorised official

Issuing the interim certificate.....

(Seal or stamp of issuing authority, as appropriate)

Form-6

[See rule 24 (7) (a)]

The working and living conditions for seafarers that shall be inspected and approved by the competent authority before certifying that the ship is in accordance with rule 24 are as under:-

- (1) Minimum age:
- (2) Medical certification:
- (3) Qualification of seafarers:
- (4) Seafarers' employment agreements:
- (5) Use of any licensed or certified or regulated private recruitment and placement service:
- (6) Hours of work or rest:
- (7) Manning levels for the ship:
- (8) Accommodation:
- (9) On-board recreational facilities:
- (10) Food and catering:
- (11) Health and safety and accident prevention:
- (12) On-board medical care:
- (13) On-board compliant procedures:
- (14) Payment of wages:

Form-7

[See rule 24 (7)]

Maritime Labour Certificate

*(Note: This Certificate shall have a Declaration
of Maritime Labour Compliance attached)*

.....
(Full designation of the issuing authority)

by.....

(Full designation and address of the authority or recognised organisation duly authorised under the provision of the rules)

Particular of the ship

Name of ship

Distinctive number or letters

Port of registry

Date of registry

Gross tonnage *

International Maritime Organisation number
.....

Type of ship

Name and address of the ship owner.....

.....

.....

* For ships covered by the tonnage measurement interim scheme adopted by the IMO, the gross tonnage is that which is included in the REMARKS column of the International Tonnage Certificate (1969). See Article II(1)(c) of the Convention.

This is to certify:

1. that this ship has been inspected and verified to be in compliance with the requirements of the Convention, and the provision of the attached Declaration of Maritime Labour Compliance.

2. that the seafarers' working and living condition specified in Form-6 were found to correspond to the abovementioned country's national requirement implementing the Convention. These national requirements are summarised in the Declaration of Maritime Labour Compliance, Part I.

This certificate is valid untilsubject to inspection in accordance with Rules 24 and 25.

This certificate is valid only when the Declaration of Maritime Labour Compliance issued at..... on..... is attached.

Completion date of the inspection on which this certificate is based was.....

Issued at..... on

Signature of the duly authorised official issuing the Certificate

(Seal or stamp of issuing authority, as appropriate)

Endorsements for mandatory intermediate inspection and, if required, any additional inspection

This is to certify that the ship was inspected in accordance with the provisions of rule 25 and that the seafarers' working and living conditions specified in the said rule were found to correspond to the requirement: Signed.....

(to be completed between the second and third anniversary dates)

(Signature of authorised official)

Place.....

Date

(Seal or stamp of the authority, as appropriate)

Additional endorsements (if required)

This is to certify that the ship was the subject of an additional inspection for the purpose of verifying whether the ship continued to be in compliance with the requirements implementing the Convention, as required by sub-rule (3) of rule 16 (re-registration or substantial alteration of accommodation) or for other reasons.

Additional inspection:

Signed.....

(if required)

(Signature of authorised official)

Place

Date

(Seal or stamp of the authority, as appropriate)

Additional inspection:

Signed.....

(if required)

(Signature of authorised official)

Place

Date

(Seal or stamp of the authority, as appropriate)

Additional inspection:
(if required)

Signed.....

(Signature of authorised official)

Place

Date

(Seal or stamp of the authority,
as appropriate)

[F. No. SR-23011/3/2015]

ALOK SRIVASTAVA, Addl. Secy.

8. मूल नियमों के नियम 6 में,-

(क) “[देखें नियम 24(7)(क)]” कोष्ठक, शब्दों, अंकों और अक्षर के स्थान पर, “[देखें नियम 24(6)(क)]” कोष्ठक, शब्द, अंक और अक्षर रखे जाएंगे।

(ख) मद 14 के पश्चात् निम्नलिखित मदें अंतःस्थापित की जाएंगी, अर्थात् :-

“15. संप्रत्यावर्तन के लिए वित्तीय प्रतिभूति (नियम 12) :

16. पोत स्वामियों के दायित्व से संबंधित वित्तीय प्रतिभूति (नियम 19)”।

[फा.सं. एसआर-20020/1/2021-एमएल]

विक्रम सिंह, संयुक्त सचिव

स्पष्टीकारक ज्ञापन: वाणिज्य पोत परिवहन (समुद्री श्रम) संशोधन नियम, 2021 को भारत द्वारा अंतरराष्ट्रीय श्रम संगठन द्वारा अंगीकृत समुद्री श्रम अभिसमय में 27.4.2018 को किए गए संशोधनों को स्वीकार किए जाने को ध्यान में रखते हुए और उन्हें भारत में 26.12.2020 को प्रवृत्त किए जाने 26 दिसंबर, 2020 से भूतलक्षी प्रभाव दिया जा रहा है। इसलिए यह प्रमाणित किया जाता है कि इस अधिसूचना को भूतलक्षी प्रभाव दिए जाने से कोई व्यक्ति प्रतिकूल रूप से प्रभावित नहीं हो रहा है।

टिप्पण- मूल नियम, भारत के राजपत्र, असाधारण, भाग 2, खंड 3, उपखंड (i), तारीख 29 फरवरी, 2016 को सा.का.नि. सं0 202(अ), तारीख 29 फरवरी, 2016 द्वारा प्रकाशित किए गए थे।

MINISTRY OF PORTS, SHIPPING AND WATERWAYS

NOTIFICATION

New Delhi, the 28th June, 2021

G.S.R. 441(E).—In exercise of the powers conferred by section 218A read with section 457 of the Merchant Shipping Act, 1958 (44 of 1958), the Central Government, having regard to the provisions of the Maritime Labour Convention and in consultation with such organisations in India to be the most representative of the employers of seafarers, hereby makes the following rules to amend the Merchant Shipping (Maritime Labour) Rules, 2016, namely: -

1. Short title and Commencement. - (1) These rules may be called the Merchant Shipping (Maritime Labour) Amendment Rules, 2021.
- (2) They shall be deemed to have come into force on the 26th day of December, 2020.
2. In the Merchant Shipping (Maritime Labour) Rules, 2016 (hereinafter referred to as the principal rules), rule 8, after sub-rule (8), the following sub-rule shall be inserted, namely: -
 - (9) A seafarer's employment agreement shall continue to have effect while a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it.

Explanation. -For the purposes of this sub-rule. -

 - a. the term “piracy” shall have the same meaning as assigned in Article 101 of the United Nations Convention on the Law of the Sea, 1982;
 - b. the term “armed robbery against ships” means any illegal act of violence or detention or any act of depredation, or threat thereof, other than an act of piracy, committed for private ends and directed against a ship or against persons or property onboard such a ship, within a country's internal waters, archipelagic waters and territorial sea, or any act of inciting or of intentionally facilitating an act described above’.
3. In the principal rules, in rule 9, after sub-rule (5), the following sub-rule shall be inserted, namely:—

“(6) Where a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, wages and other entitlements, including repatriation, under the seafarers’ employment agreement, relevant collective bargaining agreement or these rules, as applicable including the remittance of any allotments as provided in sub-rule (4), shall continue to be paid and ensured by the ship-owner during the entire period of captivity and until the seafarer is released and duly repatriated in accordance with rule 12 or, where the seafarer dies while in captivity, until the date of death as determined in accordance with rule 9.

Explanation.- For the purposes of this sub-rule, the terms “piracy” and “armed robbery against ships” shall have the same meaning as assigned in sub-rule (9) of rule 8.”

4. In the principal rules, in rule 12, after sub-rule (17), the following sub-rule shall be inserted, namely: -

“(18) The entitlement to repatriation may lapse if the seafarers concerned do not claim it within a period of three (03) years or as provided in the collective agreements, except where they are held captive on or off the ship as a result of acts of piracy or armed robbery against ships.

Explanation: For the purposes of this sub-rule, the terms piracy and armed robbery against ships shall have the same meaning as assigned in sub-rule (9) of rule 8.”

5. In the principal rules, after rule 26, the following rule shall be inserted, namely: -

“26A Marine casualties. - The issues related to marine or shipping casualties shall be dealt in accordance with the provisions for Investigations and Inquiries under the Act.”

6. In the principal rules, in Form 3, in item (e), after sub-item 14, the following sub items shall be inserted, namely: -

“15. Financial security for repatriation (Rule 12):

16. Financial security relating to ship-owners liability (Rule 19):”

7. In the principal rules, in Form-4, -

- (a) After serial number 14, following items shall be inserted, namely:

"15. Financial security for repatriation (rule 12):

16. Financial security relating to ship-owners liability (rule 19):

- (b) below the word “Name”, for the word “Rule” the word “Title” shall be substituted”.

8. In the principal rules, in Form-6, -

(a) for the brackets, words, figures and letter “[See rule 24(7)(a)]”, the brackets, words, figures and letter “[See rule 24(6)(a)]” shall be substituted.”;

- (b) after item 14, following items shall be inserted, namely:

“15. Financial security for repatriation (Rule 12):

16. Financial security relating to ship-owners liability (Rule 19):”

[F.No. SR-20020/1/2021-ML]

VIKRAM SINGH, Jt. Secy.

Explanatory Memorandum: The Merchant Shipping (Maritime Labour) Amendment Rules, 2021 is being given retrospective effect from 26th December, 2020 in view of the acceptance by India to the amendments made on 27.04.2018 in the Maritime Labour Convention, 2006 adopted by the International Labour Organisation and the same has been entered into force in India on 26.12.2020. Therefore, it is hereby certified that no person is being adversely affected by giving retrospective effect to this notification.

Note: The principal rules were published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (i), dated the 29th February, 2016 vide G.S.R. Number 202 (E), dated the 29th February, 2016.