

INTERNATIONAL JOURNAL FOR LEGAL RESEARCH AND ANALYSIS



Open Access, Refereed Journal Multi Disciplinary
Peer Reviewed

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**SEAFARER WAGES AND WELFARE UNDER
INTERNATIONAL AND INDIAN MARITIME LABOUR
LAW - PAYMENT OF WAGES, ADVANCE WAGES, AND
ENFORCEMENT UNDER THE MERCHANT SHIPPING
ACT 2025**

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ABSTRACT

Seafarers have a legal regime which is to operate across flags, ports, employers and recruitment systems. This article looks at the payment of wages and welfare under the Maritime Labour Convention 2006 and Indian law with a specific focus on monthly payment, wage accounts, family remittances, advance wages, allotments, repatriation, accommodation and the enforcement of rights. It charts the evolution from the Merchant Shipping Act 1958 to the Merchant Shipping Act 2025. It looks at the role of the Admiralty Jurisdiction and Settlement of Maritime Claims Act 2017 in the recovery of unpaid wages from vessels. The 2025 Act provides a much stronger statutory basis for the full monthly payment of wages, for written employment terms, for welfare rights, for the recovery of wages and for relief in the case of abandonment. Its treatment of advance wages is less complete as it does not incorporate the earlier one month statutory cap. The article contends that the final subordinate legislation should contain an express provision against excessive advances and related deductions. Transparent digital wage records, close regulation of recruitment agencies, protected channels for making complaints and rapid port state and admiralty remedies are all required to turn the formal regime into a real one.

Keywords: Seafarer wages; Maritime Labour Convention; Merchant Shipping Act 2025; advance wages; welfare; maritime lien; abandonment

INTRODUCTION

Seafarers work in an employment relationship which is extremely mobile and legally fragmented. A seafarer can be recruited in one country, employed by a company in another, serve on a ship registered in a third and then seek assistance in a fourth country's port. The ship is both their workplace and their home. The simple application of contract law is therefore not sufficient to deal with the problems of delayed wages, unsafe accommodation, inadequate medical care, abandonment or the refusal of repatriation. The MLC (Maritime Labour Convention 2006) deals with this issue by establishing minimum standards in respect of almost every aspect of seafarer work and life at sea. It brings together a number of previous maritime labour instruments and ties the substantive rights to flag State inspection, port State control, certification and complaint mechanisms.¹ India ratified the Convention on 9th October 2015 and it came into force for India one year later.² Indian law now incorporates the Convention through the Merchant Shipping Act 2025 (the continuing regulatory regime), and the Admiralty Jurisdiction and Settlement of Maritime Claims Act 2017.

This article looks at wage payment and welfare as two interrelated areas of legal protection. It looks at regular payment, wage accounts, remittances, advance wages, allotments, repatriation, living conditions and enforcement. It contends that the 2025 Act provides a much stronger statutory basis for the right to monthly payment and for modern welfare rights. The transition from the 1958 Act does leave an important issue regarding advance wages. The 1958 Act had a very clear one month limit on advances, the 2025 Act has no such limit in the statute itself and it is entirely down to the rules to determine what is acceptable. The effectiveness of the protection in that area will therefore be entirely dependent on the rules, the transparency of the wage accounts, the regulation of recruitment and the availability of effective remedies against both the employer and the vessel.

THE INTERNATIONAL MARITIME LABOUR FRAMEWORK

The Convention uses the term 'seafarer' in a very broad sense to cover any person employed, engaged or working in any capacity on board a ship to which it applies.³ The breadth of that

¹ Maritime Labour Convention, 2006 (adopted Feb. 23, 2006; entered into force Aug. 20, 2013); International Labour Organization, Maritime Labour Convention, 2006, available at: <https://www.ilo.org/mlc> (last visited on Oct. 28, 2026).

² International Labour Organization, "India ratifies the Seafarers' Identity Documents Convention and the Maritime Labour Convention, 2006" (Oct. 9, 2015), available at: <https://www.ilo.org/resource/news/india-ratifies-seafarers-identity-documents-convention-and-maritime-labour> (last visited on Oct. 28, 2026). The Maritime Labour Convention, 2006 entered into force for India on Oct. 9, 2016.

³ Supra note 1, art. II, para. 1(f).

definition is purely functional. It removes the possibility that a shipowner can avoid their obligations by labelling a worker as a contractor or by excluding hotel, catering and other service staff from the formal crew list. The protection is for the work performed on board rather than for the particular label the employer may choose to apply.

The Convention is structured around five areas: minimum requirements for work on a ship; conditions of employment; accommodation, recreation, food and catering; health protection, medical care, welfare and social security; and compliance and enforcement. The Code divides the requirements into mandatory Standards in Part A and non-mandatory Guidelines in Part B which States are required to take into account when implementing the Convention. This provides for a common international floor with the possibility of national legislation and/or collective agreement providing greater rights.

Wage protection is part of the wider concept of decent work at sea. A seafarer who is paid on time but who is denied rest, medical care, food or repatriation is not adequately protected. The other way around is equally true: welfare facilities cannot make up for the non-payment of wages. The Convention therefore treats the employment contract, the payment of wages, hours of work and rest, leave, repatriation, accommodation, food, medical care, occupational safety, social security and the mechanism for making complaints as part of a single regulatory system.

WAGE PROTECTION UNDER THE MARITIME LABOUR CONVENTION

Reg 2.2 sets out the principle which is that seafarers must be paid regularly and in full in accordance with their employment agreement. Standard A2.2 requires payment at intervals of no more than one month and requires a monthly account to be kept which will show the amounts due, the amounts paid, any additional payments and the exchange rate used.⁴ The monthly account is not simply a payroll exercise. It enables the seafarer, an inspector or a court to see what amounts have not been paid, what deductions have been made (if any) and what losses have been incurred as a result of an unfavourable or unreported exchange rate.

The Convention also requires shipowners to provide a mechanism by which seafarers can send all or part of their earnings to their family, dependants or legal beneficiaries. The remittances must be made in a timely manner, the service charges must be reasonable and the exchange rate must be in accordance with national requirements.⁵ It is recognised that a delay in the

⁴ Supra note 1, reg. 2.2 and standard A2.2, paras. 1-2.

⁵ Supra note 1, standard A2.2, paras. 3-5.

receipt of wages has a detrimental effect on two households simultaneously: the seafarer at sea and the family back on shore who are reliant on the remittance. The Convention does not lay down a single wage for each rank or trade. It provides a framework within which national law and collective agreements can determine the wage, with ILO guidance available to assist in periodic international negotiations on the basic wage for the able seafarer.⁶ That's an important distinction. Regularity, disclosure, and full payment are minimum requirements; the actual rate will be determined by national legislation, a collective agreement, or the individual employment agreement, subject to the applicable minimum standards.

A written seafarer's employment agreement is the basis on which these obligations are enforceable. The seafarer must be given the opportunity to inspect the agreement and to obtain advice prior to signing. The agreement must state the wage, the leave, the terms of termination, the terms of repatriation, the health protection, the social security and any applicable collective bargaining agreement.⁷ It is thus an agreement which serves both an informative and an evidential purpose. It informs the seafarer of what is promised and it provides inspectors and adjudicators with a document against which they can measure actual performance.

WELFARE RIGHTS BEYOND WAGES

The Convention deals with working hours and rest as fatigue is a threat to both seafarer welfare and to safety at sea. It provides for paid annual leave, shore leave where this is compatible with the operational requirements of the ship and for repatriation at the seafarer's expense in certain circumstances (expiry or termination of the employment, illness or injury, shipwreck and in the case where the seafarer is unable to continue with the agreement).⁸ Financial security in respect of repatriation is of course of particular importance in the case of abandonment where the seafarer may be left with unpaid wages, inadequate provisions and the shipowner refusing to bring the seafarer home. Accommodation, sanitation, food, drinking water, recreation and medical care are all rights rather than benefits. The ship must provide safe and decent accommodation, hygienic catering, nutritionally adequate food and prompt medical care both on board and ashore. The shipowner has defined liabilities in respect of sickness, injury, disability and death and the States have a responsibility to provide appropriate social security.⁹ These are the practicalities of life at sea, and the seafarer cannot simply go and get alternative

⁶ Supra note 1, guideline B2.2, particularly guideline B2.2.4 concerning the basic pay or wages of able seafarers.

⁷ Supra note 1, reg. 2.1 and standard A2.1.

⁸ Supra note 1, regs. 2.3-2.5.

⁹ Supra note 1, regs. 3.1-3.2 and 4.1-4.5.

accommodation, meals, or medical care.

Enforcement is a combination of flag State responsibility and port State oversight. The flag State is responsible for inspecting and certifying ships that are registered with it. The port State may inspect foreign ships that visit its ports and may do so where it appears that the conditions are clearly hazardous or constitute a serious breach. Ships must also have onboard complaint procedures and seafarers must have access to onshore complaint mechanisms without fear of any reprisal.¹⁰ The overlapping nature of these two systems is necessary as a seafarer may not be able to obtain an effective remedy from the flag State alone.

THE INDIAN STATUTORY TRANSITION

India is both a flag State and a significant source of seafarers. Its legal regime has to protect seafarers on Indian flagged vessels as well as Indian seafarers working on foreign flagged vessels. The ratification of the Convention placed India within the international inspection and reporting system.¹¹ The domestic regime has since moved from the detailed seamen provisions of the Merchant Shipping Act 1958 to the more modern provisions and regime under the Merchant Shipping Act 2025.

The 2025 Act came into force on 15th March 2026 and repealed the 1958 Act subject to its savings provisions.¹² The 1958 Act is of course still of considerable importance in understanding the evolution of Indian maritime labour policy. Part VII of that Act dealt with engagement and discharge, wage accounts, deductions, payment on discharge, advances, allotments, wage recovery, repatriation, food, medical care, accommodation and welfare institutions.¹³ It treated wage protection as a distinct maritime subject rather than one to be dealt with under general employment law. The Merchant Shipping (Maritime Labour Rules) 2016 translated the core Convention standards into Indian law. The Rules required a written employment contract, payment at intervals of no more than one month, a monthly wage account, facilities for family remittances and rules on food, medical care, shipowner liability, welfare facilities, social security and the right to make a complaint.¹⁴ The Recruitment and Placement of Seafarers Rules 2016 dealt with the very point at which many of the abuses begin

¹⁰ Supra note 1, regs. 5.1-5.2.

¹¹ International Labour Organization, Ratifications for India, NORMLEX, available at: https://normlex.ilo.org/dyn/nrmlx_en/f?p=NORMLEXPUB:11200:0::NO::P11200_COUNTRY_ID:102691 (last visited on Oct. 28, 2026). India deposited its instrument of ratification on Oct. 9, 2015.

¹² The Merchant Shipping Act, 2025 (Act 24 of 2025), s. 1; Notification No. S.O. 1244(E), Gazette of India, Extraordinary, Part II, sec. 3(ii), Mar. 10, 2026 (bringing the Act into force on Mar. 15, 2026).

¹³ The Merchant Shipping Act, 1958 (Act 44 of 1958), pt. VII, particularly ss. 100-177 and 218-218A.

¹⁴ The Merchant Shipping (Maritime Labour) Rules, 2016, rr. 8-9, 17-19, 21-22, 26 and 28; Notification No. G.S.R. 202(E), Gazette of India, Extraordinary, Part II, sec. 3(i), Feb. 29, 2016. Supra note 12, ss. 63-64.

by regulating the placement agencies and restricting the practice of exploitative recruitment. Part V of the 2025 Act brings the maritime labour provisions into a single statutory scheme. Section 63 requires a written employment contract. Section 64 requires an Indian shipowner to pay the full amount due at intervals of no more than one month and to provide a monthly statement of the wages and other payments due.¹⁵ The Act also contains provisions on rest, annual leave, repatriation, unemployment in the event of a shipwreck, accommodation, food, medical care, shipowner liability, occupational safety and social security.¹⁶ The terminology is more in line with that of the Convention (using 'seafarer' rather than the more restrictive term 'seaman').

The Ministry of Ports, Shipping and Waterways has notified the Merchant Shipping (Maritime Labour) Rules, 2026. The Rules came into force upon their publication in the Official Gazette on 31 July 2026 and superseded the Merchant Shipping (Maritime Labour) Rules, 2016, except in respect of acts done or omitted before such supersession.¹⁷ They now provide the operative subordinate framework governing seafarers' employment agreements, wages, wage accounts, remittances, hours of work and rest, leave, repatriation, occupational safety, medical care, complaints, financial security and related maritime labour standards. Accordingly, the transition can no longer be described as awaiting finalisation of the subordinate legislation; the Merchant Shipping Act, 2025 must now be read together with the Merchant Shipping (Maritime Labour) Rules, 2026 and any other instruments that continue in force under the Act's savings provisions.

CORE WAGE PROTECTIONS ACROSS THE LEGAL FRAMEWORK

Issue	Maritime Labour Convention 2006	Indian framework
Payment interval	No greater than one month	Section 64 of the 2025 Act requires full payment at intervals of no more than one month
Wage statement	Monthly account of sums due and paid including exchange rate	Monthly statement of wages and other payments under section 64
Family remittance	Means to transmit earnings with	Implemented through maritime

¹⁵ Supra note 12, ss. 63-64.
¹⁶ Supra note 12, ss. 65-75.
¹⁷ Ministry of Ports, Shipping and Waterways, Merchant Shipping (Maritime Labour) Rules, 2026, r. 1(2) (Dec. 26, 2025), available at: https://dgma.gov.in/download/1786617455_6a7d9e6fba96e_ms-maritime-labour-rules-gazette-notified-1.pdf (last visited on Oct. 28, 2026).

	reasonable charges	labour rules and wage allotment mechanisms
Advance wages	No uniform Convention ceiling	The 1958 Act imposed a one month cap the 2025 Act leaves detail largely to rules
Enforcement	Flag State inspection port State control and complaints	Shipping master wage recovery port State powers and admiralty arrest

ADVANCE WAGES AND WAGE ALLOTMENTS

Advances are paid prior to the relevant wages having been earned (usually at the very start of service) and can be used to meet joining expenses or to support a family prior to a long voyage. In the past they've also been used as a means for crimps, recruiters, employers and moneylenders to impose debt, excessive deductions and pressure to sail under less than ideal circumstances.

Section 135 of the 1958 Act dealt with both aspects of the problem. A crew agreement could provide for an advance on the condition of going to sea, but the amount was capped at one month's wages. Any other arrangement for payment on the condition of sailing from an Indian port was void. Any money paid under an invalid arrangement could not be deducted from the seafarer's wages and could not be recovered by way of action, suit or set off against the seafarer.¹⁸ The section thus enabled practical support without making the advance into an enforceable instrument of bondage.

The 2025 Act takes a different route. Section 113 is about rules on advances and the payment of wages. Section 99 is different in that it acknowledges that an employment contract may provide for an advance. It provides for the consequences where a seafarer deliberately fails to join or deserts prior to the advance becoming due.¹⁹ The Act itself does not contain the former one month ceiling. That is a significant regulatory gap unless the relevant subordinate legislation makes it clear that advances are to be limited, that unauthorised deductions are prohibited, that there is a requirement for written disclosure and that the advance cannot be used by the recruiter to create a debt dependency.

Advance wages must be drawn apart from allotment. Under the 1958 Act an allotment note

¹⁸ Supra note 13, s. 135.

¹⁹ Supra note 12, ss. 99(1)(b), 113(1)(c) and 281, read with the Table of Penalties.

would direct a proportion of the wages which had already been earned to an approved family member, relative or other beneficiary (usually monthly).²⁰ An advance is a benefit to the seafarer prior to the accrual of any earnings; an allotment is the transfer of wages which have already been earned during the course of employment. The Convention is very much in favour of remittance facilities but remittance must be voluntary, transparent, prompt and subject only to reasonable charges. To conflate the two can mask whether the deduction in question is an advance or the transfer of wages which the seafarer has already earned.

ADMIRALTY ENFORCEMENT OF WAGE CLAIMS

A right to wages is effective only if it can be enforced against assets that are within reach. Maritime employment frequently involves a foreign owner, a single ship company, and a vessel that may leave the jurisdiction. Indian admiralty law therefore treats crew wages as more than an ordinary unsecured debt. The Admiralty Jurisdiction and Settlement of Maritime Claims Act 2017 recognises claims by the master or crew for wages, repatriation costs, social insurance contributions, and related employment sums as maritime claims. It permits an action in rem and arrest of the vessel.²¹

The Supreme Court decision in *M V Elisabeth v Harwan Investment and Trading* had helped establish a very broad concept of Indian admiralty jurisdiction prior to the 2017 Act.²² The current Act provides the more definitive statutory route. A claimant for wages may go against the vessel as security and thus reduces the risk that a corporate structure or foreign employer will render the claim effectively valueless.

Section 9 gives wage claims a very high priority as maritime liens. A maritime lien attaches to the vessel and can survive a transfer of ownership (subject to the relevant law and any statutory requirements). That is of course recognition of the seafarer's contribution to the operation and safety of the ship and of the seafarer's dependence on the shipowner whilst they are away from home. The 2017 Act builds on the existing admiralty remedies by introducing procedures before the shipping master and mechanisms for summary recovery of wages.²³ The two regimes should be viewed as complementary: one deals with the employment obligations, the other with security against the vessel.

²⁰ Supra note 13, ss. 136-137.

²¹ The Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017 (Act 22 of 2017), ss. 4(1)(o), 5 and 9.

²² *M.V. Elisabeth v. Harwan Investment and Trading Pvt. Ltd.*, 1993 Supp (2) SCC 433.

²³ Supra note 21, s. 9(1)(a); supra note 12, ss. 83-90.

IMPLEMENTATION GAPS AND REFORM PRIORITIES

The most compelling aspect of the international and Indian frameworks is the link between substantive rights and documentary evidence. You can demonstrate compliance via written agreements, monthly wage accounts, exchange rate information, allotment records and complaint files. Documented compliance is of course not the same as actual payment and the documentary record has to be matched against bank transfers, crew statements and recruitment records particularly where the employer or manning agent is operating in more than one jurisdiction. The manning agent operates across jurisdictions.

Complaint systems must also protect the seafarer from reprisal. A seafarer may well be disinclined to make a complaint in the first place if they are afraid that doing so could impact their future placement. The system therefore needs to allow for representation, where appropriate, to preserve confidentiality to the extent possible, to provide a written outcome and to prohibit victimisation.²⁴ Recruitment and placement agencies are particularly prone to the various forms of misconduct (false promises, contract substitution, illegal fees, opaque deductions etc) which can be present before the seafarer even sets foot on board the vessel. Abandonment is clearly the test of whether the system actually works in practice. It's usually a case of at least two months of unpaid wages plus no maintenance, no medical, no repatriation. The Convention requires financial security in the case of abandonment and the 2025 Act has a definition of abandoned seafarer and provides for relief and recovery of public costs.²⁵ For the system to work in practice it will be necessary to have very rapid co-ordination between the Directorate General of Shipping, the flag State, the port State, the consular authorities, the unions, the welfare bodies and the insurers.

Three reforms should be given priority. First, the final rules on advance wages should either reinstate an express protective cap or provide equivalent protection against recruitment debt. Second, compliance with wage requirements should be established through traceable payments and standardised digital accounts which would record basic wages, overtime, deductions, allotments, currency conversion and the date of payment. Third, any complaint of wage arrears or abandonment should lead to early port state and financial security measures being taken either prior to the vessel's departure or before the arrears become unmanageable.

²⁴ Supra note 1, standard A5.1.5 and reg. 5.2.2.

²⁵ Supra note 1, standard A2.5.2; supra note 12, ss. 54-58 and 91.

CONCLUSION

Seafarer wage protection is both an employment right and a welfare guarantee. The Maritime Labour Convention requires regular and full payment of wages, monthly wage accounts, facilities for remittance, written employment contract, repatriation, decent accommodation, medical care, social protection and access to complaints. Indian law now has a modern statutory basis for these protections via the Merchant Shipping Act 2025 and the Admiralty Act 2017 provides powerful remedies against the vessel. The transition is far from complete. The 2025 Act mandates full monthly payment and a wage statement and does much to strengthen the legal framework for welfare and enforcement.²⁶ It does not however retain the former one month limit on advance wages. The gap should be closed by appropriate final subordinate legislation which would preserve the protective intent of the old rule. If India can combine clear advance wage limits with a transparent digital payroll, regulated recruitment, effective complaint protection and prompt admiralty or port state action the statutory promise of dignity and economic security at sea will be a lot easier to enforce.

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