
 Syrianos v Angeliki Dynamis Investment Corporation

**GUANGZHOU MARITIME COURT OF
THE PEOPLE'S REPUBLIC OF CHINA
(CIVIL JUDGMENT)**

27 December 2021

SYRIANOS
v
ANGELIKI DYNAMIS INVESTMENT
CORPORATION

[2021] Y72MC No 1018

Before Presiding Judge: CHENG SHENG XIANG,
Judge: XIE HUI CHENG,
Judge: XU CHUN LONG,
Judge Assistant: ZHONG KE and
Clerk: ZHAO XIN YU

**Employment dispute — Arrest of vessel —
Judicial sale — Maritime Labour Convention
2006 — Non-payment of wages.**

This was Georgios Syrianos's action against Angeliki Dynamis Investment Corporation for breach of an employment contract.

The bulk carrier *Angelic Power* was owned by the defendant and managed by Panthalassa Maritime Corporation. In January 2020 Mr Syrianos entered into an employment contract with Panthalassa (acting on behalf of Angeliki Dynamis). The contract employed Mr Syrianos as captain of *Angelic Power*, and set out various terms including wages, contract duration and benefits.

Mr Syrianos joined the vessel in South Korea on 17 January 2020. In July 2020 the vessel loaded with a full cargo of coal and sailed from Indonesia to Guangzhou Port.

A dispute arose between the defendant and the charterer over delivery of the cargo, as a result of which the vessel was arrested at Guangzhou Port in December 2020. A further arrest warrant was issued in April 2021. The vessel was subsequently sold on 11 October 2021.

During the period of arrest some members of the crew, including the second officer, were repatriated. As a result Mr Syrianos had to take on the extra work and duties in addition to his own responsibilities as captain, until he disembarked on 21 July 2021. His employment contract with the defendant terminated on the same day.

Mr Syrianos raised the issue of non-payment of wages. Unsatisfied with the response he received, on 26 May 2021 he entered into an Engagement Agreement with Huang & Huang Co to bring proceedings against registered shipowner and

other interests of the vessel for compensation of wages, remuneration and other outstanding sums.

The vessel was auctioned. Mr Syrianos applied to the court to register his claim against the sale proceeds in respect of services rendered to the vessel.

Angeliki Dynamis did not submit any evidence, did not appear at the hearing and was not represented.

—Held, by Guangzhou Maritime Court of the People's Republic of China (Presiding Judge CHENG SHENG XIANG) that the defendant should pay the plaintiff, out of the vessel's sale proceeds: (a) the outstanding wages in the sum of RMB521,876.33, plus interest; (b) compensation for termination of the employment contract in the sum of RMB126,019.90 plus interest; and (c) the claim registration and legal fees.

(1) Chinese law states provides that the parties concerned may choose the laws applicable to a contract by mutual agreement. The contract of employment provided for the application of Greek law. Therefore, the plaintiff's claims for wages and other remuneration payable to him under the employment contract, the fee for registering his claim against the sale proceeds of the vessel, the legal fees reasonably incurred in pursuing the claims as well as the issue of interest should be determined in accordance with Greek law.

(2) According to Greek law, the defendant is obliged to pay the plaintiff his wages and other remuneration payable for the duration of the employment contract, a sum totalling €68,330.78 (RMB 521,876.33).

(3) Greek law provides that the defendant is obliged to compensate the plaintiff for termination of the employment contract. The plaintiff's request for compensation totalling €16,500.15 (RMB126,019.90), calculated by reference to 45 days' wages, should be upheld.

(4) The Greek Procedural Code gives the winning party the right to recover the registration fee, court fees and expenses, attorney fees and expenses, witness fees, expert fees and other related expenses from the losing party. These fees should therefore be paid by the defendant.

(5) The plaintiff had already been repatriated, and so could only employ Chinese lawyers to commence and handle legal proceedings on his behalf in order to protect his rights and interests. Therefore the legal fees incurred by the plaintiff were reasonable, and should be paid by the defendant.

(6) The vessel was auctioned and so, according to Chinese law, the plaintiff is entitled to receive the outstanding wages and compensation for termination of contract from the proceeds of the auction.

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The plaintiff, Georgios Syrianos, was domiciled in Ilion, the Hellenic Republic; the defendant, Angeliki Dynamis Investment Corporation, was located in Monrovia, the Republic of Liberia.

Georgios Syrianos brought this action against Angeliki Dynamis Investment Corporation for breach of an employment contract. After docketing it on 13 July 2021, the court applied general procedure to try this case which was heard in public on 10 November 2021. The summons was duly served on the defendant, but it refused to appear in court without a valid reason. The trial was conducted in absentia and has now been concluded.

This case was provided and translated by Mr Huang Hui, lawyer of Huang & Huang Co Law Firm, with due editorial work by the Editors. Mr Huang Hui was the lawyer representing the plaintiff in this case.

Monday, 27 December 2021

JUDGMENT**GUANGZHOU MARITIME COURT OF
THE PEOPLE'S REPUBLIC OF CHINA:***I. Relief sought by the plaintiff*

1. The plaintiff requested the court to order as follows.

(a) The defendant should pay the plaintiff outstanding wages in the amount of RMB521,876.33 (equivalent to €68,330.78 at the exchange rate of €1=RMB7.6375 published by the People's Bank of China on 21 July 2021), plus interest running from 22 July 2021 to the date of payment at the rate of 7.25 per cent per annum.

(b) The defendant should pay the plaintiff compensation for termination of the employment contract in the amount of RMB126,019.90 (equivalent to €16,500.15 at the exchange rate of €1=RMB7.6375 published by the People's Bank of China on 21 July 2021), plus interest running from 22 July 2021 to the date of payment at the rate of 7.25 per cent per annum.

(c) The defendant should bear the plaintiff's claim registration fee in the amount of RMB1,000.

(d) The defendant should pay the legal fees incurred by the plaintiff, totalling RMB129,000.

(e) That the above items 1 and 2 claims shall be given the recognition of maritime liens and be paid out of the vessel's sale proceeds as a priority.

(f) The defendant should bear the court fees of this case.

II. The plaintiff's case

The plaintiff stated its case as follows.

7. On 20 January 2020 the plaintiff and the defendant entered into a Seafarer Employment Agreement whereby the plaintiff was employed by the defendant to serve as master on board MV *Angelic Power* (the "vessel") owned by the defendant.

8. The contract duration was from 21 January 2020 to 19 April 2021 or 19 June 2021. However, the employment agreement also provided that if the contract expired during the vessel's voyage, the seafarer should continue his service on board until the first port of arrival or until the vessel calls to a port from where seafarer's repatriation is feasible.

9. The employment agreement further provided that the amount of the plaintiff's monthly wages would be €11,000 and that the contract was governed by Greek law.

10. On 20 July 2020 the vessel arrived at Guishan Anchorage, Guangzhou. On 14 January 2021 the vessel started discharging cargo at Xinsha Port and subsequently shifted to Guishan Anchorage again on 28 January 2021. Due to the dispute between the defendant and outsiders in this case, the vessel was arrested and eventually sold by auction.

11. The plaintiff continued serving on board the vessel until he was repatriated on 21 July 2021. The defendant and the defendant's agent stopped paying the plaintiff from 1 February 2021. The plaintiff submits that the defendant is obliged to pay the plaintiff the outstanding wages and compensation for termination of contract in accordance with the employment agreement and Greek law.

12. Since the plaintiff had already been repatriated to his home country, he could only engage Chinese lawyers to commence and handle legal proceedings on his behalf in order to protect his legitimate rights and interests and accordingly the legal fees incurred by the plaintiff should also be paid by the defendant.

13. In addition, the plaintiff enjoys maritime liens against the vessel on which the plaintiff provided services. Since the vessel has been auctioned, according to Chinese law, the plaintiff's claims shall be paid out of the vessel's sale proceeds as a priority.

III. The defendant's case

14. The defendant did not respond. The defendant did not appear at the hearing and was not represented, nor did it submit any evidence.

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IV. The plaintiff's evidence

15. The plaintiff presented 17 exhibits to the court, including:

- (a) his employment agreement signed with the defendant;
- (b) the vessel's crew list, photos of crew onboard the vessel;
- (c) his Seaman's Book and Certificate of Competency as master;
- (d) emails exchanged between the plaintiff and the defendant;
- (e) a request letter sent by the plaintiff to the court for supply of food to the vessel (when the vessel was under arrest);
- (f) Civil Notice No (2021) Y72CB29;
- (g) Civil Notice No (2021) Y72CB29-1;
- (h) an email sent by Hellenic Republic Ministry of Maritime Affairs and Insular Policy/HCG/Seafarers' Labour Directorate to the vessel and the plaintiff;
- (i) the crew's wage accounts for January to July 2021;
- (j) the master's statement and attachment;
- (k) Civil Notice No (2021) Y72CB29-6;
- (l) the Engagement Agreement signed between the plaintiff and Huang & Huang Co Law Firm;
- (m) the Legal Opinion issued by the Greek lawyer Mr Nikos Anagnostopoulos;
- (n) the Civil Judgment in *China North Wanxing International Corporation Ltd v Star Glory Ltd*; and

(o) a published paper aimed to explore which party was obliged to pay fees for registering creditors' rights, to establish the existence of an employment relationship between the plaintiff and the defendant, the amount of wages and compensation payable to the plaintiff and the material facts surrounding the arrest of the vessel, judicial sale, the relevant provisions in Greek law and other related matters.

16. Among the 17 exhibits submitted by the plaintiff, the court finds that the civil judgment in *China North Wanxing International Corporation Ltd v Star Glory Ltd* and the paper aimed to explore/prove which party is obliged to pay fees for registering creditors' rights do not qualify as civil evidence and should not be admitted as such. As for the rest of the plaintiff's exhibits, the court is satisfied that they can be mutually corroborated and should be admitted as evidence.

VII. Findings of fact

17. Based on the case submitted by the plaintiff and the evidence accepted by the court, the material facts of this case are ascertained as follows.

18. At all material times, *Angelic Power*, a bulk carrier of 40,957 gross tonnage and 26,220 net tonnage, registered in Piraeus, Greece, was owned by the defendant and managed by Panthalassa Maritime Corporation.

19. On 16 January 2020 Panthalassa Maritime Corporation, acting on behalf of the defendant, entered into an employment agreement under the Maritime Labour Convention 2006 with the plaintiff in Athens, Greece. The salient terms of the contract can be summarised as follows.

- (1) The defendant employed the plaintiff as captain of *Angelic Power*.
- (2) The amount of the plaintiff's monthly wages was €11,000 on the basis of the Greek Seamen Collective Agreement, comprising the basic wage of €2,712.26, a Sunday allowance of €596.70, an entertainment allowance of €171.08, a Saturday allowance of €469.76, leave pay and victualling of €1,312.78 and an owner's bonus of €5,628.93.
- (3) The contract duration was three months plus two months at the owner's option.
- (4) If the contract expired during the vessel's voyage, the seafarer should continue his service on board until the first port of arrival or until the vessel calls to a port from where seafarer's repatriation is feasible.
- (5) The owner should provide the Greek seafarer with NAT benefits, according at least with the relevant regulations for the implementation of Maritime Labour Convention 2006.
- (6) The destination for repatriation was to be Athens, Greece.
- (7) The clauses of the Hellenic Seaman Collective Agreement incorporated in the agreement provided that the contract was solely subject to Greek law.

20. The plaintiff joined the vessel in Boryeong, South Korea on 17 January 2020. On 20 July 2020 the vessel loaded with a full cargo of coal and shipped from Bunati Port, Indonesia to Guishan Anchorage of Guangzhou Port.

21. Subsequently, due to a dispute between the defendant and the charterer over delivery of the cargo, Guangzhou South China Coal Trade Center Co Ltd ("South China Coal"), an outsider in this case, applied to the court for arrest of the vessel and an order requiring the defendant to provide security in the amount of RMB15 million.

22. On 11 December 2020 the court issued Civil Decision No (2020) Y72CB50 and an arrest warrant to approve South China Coal's application for the arrest of the vessel. The vessel was thereby arrested at Guangzhou Port, while the defendant was ordered to provide the requested security in the amount of RMB15 million. Subsequently, the case

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involving South China Coal went to litigation under the case number (2021) Y72MC100. On 8 April 2021 the court issued Civil Decision No (2021) Y72MC100-2 to lift the arrest order against the vessel according to law.

23. On 14 April 2021 Lotus Ocean Transportation (HK) Ltd (“Lotus Ocean”), an outsider in this case, filed an application with the court for arrest of the vessel on the grounds of a dispute with the defendant. The court issued Civil Decision No (2021) Y72CB29 and an arrest warrant to grant the application. The vessel was thereby arrested again in Guangzhou Port and the defendant was ordered to provide security in the amount of US\$110,000.

24. As the defendant failed to comply with the order and it was not appropriate to keep the vessel under arrest for too long, Lotus Ocean applied to the court for a judicial sale of the vessel. The court ruled on 3 June 2021 to allow the vessel to be sold by auction and subsequently issued auction announcement following an appraisal of the vessel’s value. The vessel was sold on 11 October 2021.

25. Due to the repatriation of some of the crew on 28 April 2021, the number of crew members remaining on board was reduced from 22 to 15, with the result that the plaintiff had to take over the work and duties of the second officer who was among those repatriated on 28 April 2021, in addition to his own work and duties as captain.

26. On 24 May 2021 the plaintiff sent an email to Hellenic Republic Ministry of Maritime Affairs and Insular Policy/HCG/Seafarers’ Labour Directorate regarding the defendant’s default in paying crew wages. On 25 May, Commander HCG Antonios Doumanis, on behalf of Hellenic Republic Ministry of Maritime Affairs and Insular Policy/HCG/Seafarers’ Labour Directorate, sent a reply via email to the plaintiff and the vessel, copying in the Consulate General of Greece in Guangzhou and the Maritime Attaché of the Embassy of Greece in Shanghai. The reply stated that compensation for seafarers serving onboard Greek-flagged vessels is described analytically in the provisions of the Greek Code of Private Maritime Law (Law 38161 1958 – Government Gazette A’32) as amended, and specifically in articles 68, 75, 76 and 77 which were annexed to the reply and reproduced as follows:

(1) Article 68 provides that every seafarer’s employment agreement can also be terminated for one of the following reasons: (a) loss of the vessel; (b) removal of the Greek flag of the vessel; (c) the sale of the vessel in a public auction.

(2) Article 75 stipulates that in the event of termination of seafarer’s employment agreement for the reasons set out in article 68, the seafarer must be compensated.

(3) Article 76 provides that the seafarer’s entitlement to compensation according to the provisions of the previous article equals the amount of 15 days of his monthly wages. If the seafarer’s employment agreement is terminated abroad, the compensation is doubled (30 days of a monthly wage) for ports in the Mediterranean Sea, Black Sea, Red Sea or other European ports and tripled (45 days of a monthly wage) for any other port.

(4) Article 77 stipulates that the compensation of the previous article is reduced to half, but not to an amount less than 15 days of seafarer’s monthly wage, when the seafarer’s employment agreement is terminated due to seizure, sale of the ship in public auction, inability to sail or decommissioning for at least 15 days.

27. On 26 May 2021 the plaintiff concluded an Engagement Agreement with Huang & Huang Co Law Firm whereby the plaintiff instructed the law firm to commence and represent him in legal proceedings before the court against the registered shipowner and other interests of the vessel for compensation of wages, remuneration and other outstanding sums. The Engagement Agreement further provided that the legal service fee payable to the law firm for the task was in the amount of RMB129,000 and that the plaintiff appointed the law firm to receive on his behalf any payment from court.

28. On 21 July 2021 the plaintiff (as captain of the vessel) confirmed on behalf of the defendant the crew’s wage accounts which showed that the outstanding wages due from the defendant to him totalled €68,330.78 (including remuneration for taking over the work and duties of the second officer for the period from 28 April to 21 July 2021). The plaintiff disembarked on 21 July 2021 and flew to Greece the following day.

29. In the course of the court proceedings, the plaintiff submitted the legal opinion under Greek law issued by Mr Nikos Anagnostopoulos (who is a member of the Piraeus Bar Association and has been in practice since October 1980, specialising in maritime and commercial law) on the claims of the plaintiff and other Greek crew members. The legal opinion stated as follows.

(1) The Greek lawyer considered in detail true copies of the employment contracts of the Greek crew members. The employment contracts were signed on behalf of the registered owners of the vessel by the vessel’s manager Panthalassa Maritime Corporation. The employment contracts are absolutely valid under Greek law in form and substance.

(2) The vessel’s abandonment abroad meant it was unable to perform further voyages. The

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plaintiff's employment contract was terminated as he was repatriated on 21 July 2021.

(3) In the last wage account for each of the crew members, the master of the vessel confirmed the outstanding balance of their wage payable to each of them. Such balance is in strict agreement with the provisions of individual employment contracts and is binding on the vessel's registered owners. Such act of the master being, under Greek law, a direct representative of the registered owners, binds the registered owners.

(4) The rights and obligations of the crew are set out in articles 53 to 83 of the Greek Private Maritime Code (Law 3816/1958). In addition, the general principles of Greek law on contracts and on employment contracts are also applicable, whenever appropriate.

(5) At the end of any employment contract (including seafarer employment contracts) the employer (the owner of the vessel in this case) is liable to pay all the agreed wages and other agreed and/or legal financial extras (ie overtime pay, leave pay, bonus etc). If the owner fails to do that, then he is answerable in law and can be sued in court. In this particular case, the owners of *Angelic Power* failed to pay the agreed/legal financial obligations to each of the above crew members, as set out in detail in the relevant wage account prepared and signed by the vessel's master. Therefore, the owners are liable by law to do that and, in case of inability or refusal, can be sued in court.

(6) In addition to the crew's entitlement to their wages payable, under their employment contract, as confirmed by the vessel's master, each of them is entitled to a compensation equal to 45 days' full wages. In particular:

(a) Articles 68 and 69 of the Greek Private Maritime Code provides that: "Any employment contract is terminated due to loss of the vessel, loss of the Greek flag and sale of the vessel in public auction" and "... Due to inability to perform voyages".

(b) Article 75 of the Greek Private Maritime Code provides that: "Upon termination of the employment contract for reasons mentioned in article 68 and also due to inability to perform voyages, the seaman is entitled to compensation".

(c) Article 76 of the Greek Private Maritime Code provides that: "The compensation is equal to 15 days' full wages. In case the termination of the employment contract took place in Europe, Mediterranean, Red Sea and Black Sea, the compensation is doubled and in all other places abroad is tripled".

(7) Therefore, in view of the fact that the termination of the employment contracts of the six crew members took place in China, then each crew member is entitled (in addition to their outstanding wages balance) to compensation equal to 45 days' full wages.

(8) In accordance with the Greek Procedural Code, the basic principle (article 176) is that the winning party is entitled to claim its legal costs from the losing party. Among the costs (article 189) are the court fees and expenses, the lawyers' fees and expenses, expenses relating to witnesses and experts, etc.

(9) Article 345 of the Greek Civil Code provides that: "in case of a money claim, the creditor, when the debtor is in default of payment, can claim default interest, as provided for by the law or in accordance with a relevant agreement, without being obliged to prove damages".

(10) The applicable interest rate is 7.25 per cent per year in accordance with Law 2842, no 3, para 2, starting from 29 April 2021.

30. The legal opinion reproduces the relevant provisions of the Greek Private Maritime Code and articles 176 and 189 of the Greek Procedural Code, as well as tables of interest on arrears. In particular, article 60 of the Greek Private Maritime Code provides that if the wages are fixed by month the seaman shall be entitled to the wages of the months and days during which the employment lasted and that the seaman shall be entitled to a full monthly salary if the voyage lasted less than one month and a full day's salary if it lasted less than one day. Article 84(1) of the Greek Private Maritime Code provides that the shipowner shall be responsible for the lawful acts of the master during the performance of his duties.

31. The vessel was auctioned in the course of legal proceedings. The plaintiff applied to the court to register his claim against the sale proceeds in respect of services rendered to the vessel, and paid the registration fee in the amount of RMB1,000.

VIII. Reasoning of the court

32. The court recognises that this case relates to a dispute over seafarer service contract.

33. The plaintiff is a citizen of the Hellenic Republic and the defendant is an enterprise registered in Liberia. The subject matter and legal facts of this case have foreign-related elements. Article 8 of the Law of the People's Republic of China on the Application of Law to Foreign-related Civil Relations (the "Law on the Application of Law") provides that the *lex fori* shall apply to the determination on the nature of foreign-related civil relations.

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34. Panthalassa Maritime Corporation, as the ship manager of *Angelic Power*, signed on behalf of the defendant an employment contract with the plaintiff. According to the rights and obligations agreed in the contract, an employer-employee relationship existed between the defendant and the plaintiff as equal parties.

35. Article 41 of the Law on the Application of Law provides that the parties concerned may choose the laws applicable to a contract by mutual agreement; in the absence of such agreement, the laws at the habitual residence of the party whose fulfilment of obligations can best reflect the characteristics of this contract or other laws which have the closest relation with this contract shall apply.

36. The employment contract between the plaintiff and the defendant provides for the application of Greek law. Accordingly, the plaintiff's claims for wages and other remuneration payable to him under the employment contract with the defendant, the fee for registering his claim against the sale proceeds of the vessel, the legal fees reasonably incurred in pursuing the claims as well as the issue of whether the plaintiff is entitled to interest on the aforementioned sums should all be determined in accordance with Greek law.

37. Article 272 of the Maritime Code of the People's Republic of China provides that the law of the place where the court hearing the case is located shall apply to matters pertaining to maritime liens. Therefore, the issues of whether the plaintiff's claims should be given the recognition of maritime claims and if the foregoing is answered in the affirmative whether the maritime liens are enforceable should be determined in accordance with the Maritime Code of the People's Republic of China and the relevant judicial interpretations of the Supreme People's Court.

38. In the present case, Mr Anagnostopoulos, a member of the Piraeus Bar Association, issued the legal opinion on how the related issues concerning the employment contract between the plaintiff and the defendant would be decided under Greek law. The defendant failed to appear in court, nor did it submit any rebuttal to the provisions of Greek law cited in the legal opinion made by Mr Anagnostopoulos. The court found the cited legal provisions was reliable and would adjudicate the plaintiff's claims in combination with the Greek lawyer's understanding of those provisions.

39. Regarding the sum recoverable by the plaintiff, under Greek law the employment contract signed between the plaintiff and the defendant's agent, Panthalassa Maritime Corporation, was legally valid and binding on the plaintiff and the defendant.

40. Regarding outstanding wages and other remuneration under the employment contract.

(1) On 21 July 2021 the plaintiff disembarked the vessel for repatriation. His employment contract with the defendant was accordingly terminated on the same day. According to article 60 of the Greek Code of Private Maritime Law, the defendant is obliged to pay the plaintiff his wages for the duration of the employment contract. Under Greek law, the master of a ship is the direct representative of the shipowner. The legal consequences of his acknowledgement of the wages and other remuneration due to him for services rendered to the vessel as a member of the crew, made in the capacity of master of the vessel on 21 July 2021, shall be binding on the defendant.

(2) As part of the crew members were repatriated on 28 April 2021, the plaintiff had to take over the work and duties of the second officer and the responsibilities of safety watch in addition to his work and duties as master. He should be entitled to claim remuneration from the defendant for the additional work and duties. The amount of remuneration due to him as confirmed by the plaintiff as master of the vessel is in line with the relevant terms of the employment contract in question and in compliance with article 84(1) of the Greek Code of Private Maritime Law, and therefore should be upheld by the court. Accordingly, the wages and other remuneration payable by the defendant to the plaintiff under the employment contract should total €68,330.78.

(3) Since the vessel was sold by auction in China, the plaintiff's request that the aforesaid sum of €68,330.78 be converted into RMB521,876.33 at the mid-market exchange rate on 21 July 2021 as published by the China Foreign Exchange Trading Center authorised by the People's Bank of China, is not in contradiction with the applicable law and should be accepted.

(4) In accordance with article 345 of the Greek Code of Private Maritime Law and the applicable annual interest rate for arrears as published in Greece, the plaintiff's claim for interest at the rate of 7.25 per cent per annum and running from 22 July 2021 to the date of payment should be upheld.

41. Regarding compensation for termination of the employment contract.

(1) The plaintiff's employment contract with the defendant was terminated at Port of Guangzhou as he was repatriated to Greece on 22 July 2021.

(2) According to article 75 of the Greek Code of Private Maritime Law, the defendant is obliged to compensate the plaintiff for termination of the employment contract. The plaintiff's request for compensation in the amount of €16,500.15,

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calculated by reference to 45 days' wages, is in accordance with article 76 of the Greek Code of Private Maritime Law and should be upheld.

(3) The plaintiff's request to convert €16,500.15 into RMB126,019.90 is not contrary to the applicable provisions of law and should be upheld.

(4) In accordance with article 345 of the Greek Code of Private Maritime Law and the applicable annual interest rate for arrears as published in Greece, the plaintiff's claim for interest at the rate of 7.25 per cent per annum and for the duration from 22 July 2021 to the date of payment should be upheld.

42. Regarding the claim registration fee.

(1) The vessel was auctioned, while the defendant failed to pay the plaintiff the monthly wages and remuneration due to him for services rendered to the vessel, and this is in breach of the employment contract.

(2) The plaintiff's filing of the lawsuit with the court and applying for registration of the claim against the sale proceeds of the vessel in accordance with chapter 10 (Procedure for Registration and Repayment of Debt) of the Special Maritime Procedure Law of the People's Republic of China was a lawful exercise of his right to protect his interest.

(3) The plaintiff has paid the claim registration fee in the amount of RMB1,000.

(4) Articles 176 and 189 of the Greek Procedural Code confer a right on the winning party to recover court fees and expenses, attorney fees and expenses, witness fees, expert fees and other related expenses from the losing party.

(5) Although the aforesaid articles 176 and 189 are procedural provisions in Greek law, the contents of rights and obligations under the provisions are of the nature of substantive norms under Chinese law and therefore can be applied in this case as substantive norms of foreign law. The claim registration fee paid by the plaintiff to the court can be considered as falling within the meaning of court fees under Greek law that is recoverable from the losing party and therefore should be borne by the defendant.

43. Regarding the plaintiff's claim for legal fees.

(1) The plaintiff, a Greek citizen, was repatriated to his home country as a result of the auction of the vessel and thereby the termination of his employment contract with the defendant. It was a lawful and reasonable exercise of his right to protect his legitimate interests by appointing licensed Chinese lawyers to file the litigation on his behalf and represent him in the lawsuit against the defendant in China.

(2) The legal fees in the amount of RMB129,000 as agreed between the plaintiff

and Huang & Huang Co Law Firm is not in conflict with the law and should be considered as reasonable expense that the plaintiff would have to pay if he wins the case.

(3) Articles 176 and 189 of the Greek Procedural Code which confer a right on the winning party to recover legal fees from the losing party, can be applied in this case as substantive norms of foreign law. Therefore, the plaintiff's claim for legal fees in the amount of RMB129,000 should be upheld by the court.

44. Regarding the issue of maritime liens:

Whether the plaintiff's claims should be given the recognition of maritime liens

45. The issue of whether the plaintiff's claims constitute maritime claims against the vessel shall be determined in accordance with Chinese law and relevant judicial interpretations of the Supreme People's Court.

46. Article 21 of the Maritime Code of the People's Republic of China defines "maritime lien" as the right of a claimant, subject to the provisions of article 22, to take priority in compensation over shipowners, demise charterers or ship operators with respect to the ship which gave rise to the said claim.

47. Article 22(1) of the Maritime Code of the People's Republic of China provides that:

"the following maritime claims shall be entitled to maritime liens: (1) claims for wages, other remuneration, crew repatriation and social insurance costs due to the Master, crew members and other members of the complement in accordance with the relevant labour laws, administrative rules and regulations or labour contracts; (2) claims in respect of loss of life or personal injury sustained in the operation of the ship; ..."

48. Article 8.1 of the Provisions of the Supreme People's Court on Several Issues Concerning Trial of Cases Involving Seaman-related Disputes provides that:

"for the following wages and other labour remuneration arising from embarkation and employment on a vessel, or disembarkation and repatriation, if a seaman claims a maritime lien, the claim shall be supported:

(1) Remuneration or basic wages for normal working hours.

(2) Overtime pay for an extended shift, or pay for working overtime on the weekend or a legal holiday.

(3) Bonuses, related allowances and subsidies for period of service on the vessel and wages paid under special circumstances, among others.

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(4) Fruits of the foregoing which fails to be paid on schedule.”

49. The above legal norms provide a complete and exhaustive list of maritime claims for which maritime liens are recognised under Chinese law. Except for the listed maritime claims, maritime liens are not available to any other type of creditor’s rights.

The plaintiff’s claim for unpaid wages

50. The plaintiff is entitled to claim RMB521,876.33 as remuneration for his services rendered to the vessel, including basic wage, allowances, leave pay and Owner’s bonus, which all fall within the scope of maritime claims that give rise to maritime liens as provided for in article 22.1.1 of the Maritime Code of the People’s Republic of China and articles 8.1.1, 8.1.2 and 8.1.3 of the Provisions of the Supreme People’s Court on Several Issues Concerning Trial of Cases Involving Seaman-related Disputes.

The plaintiff’s claim for compensation for termination of contract

51. The compensation for termination of contract under Greek law in the amount of RMB126,019.90 can be treated as “wages paid under special circumstances” as referred to in article 8.1.3 of the Provisions of the Supreme People’s Court on Several Issues Concerning Trial of Cases Involving Seaman-related Disputes and thus should be given the recognition of a maritime lien.

The plaintiff’s claim for interest on the unpaid wages and compensation for termination of contract

52. The plaintiff’s claim for interest on the unpaid wages and compensation for termination of contract falls within the scope of “fruits of the foregoing which fails to be paid on schedule” as referred to in article 8.1.4 of the Provisions of the Supreme People’s Court on Several Issues Concerning Trial of Cases Involving Seaman-related Disputes and therefore can be given the recognition of a maritime lien.

53. Regarding whether the plaintiff can enforce the maritime liens.

(1) Before the plaintiff left the vessel on 21 July 2021, the vessel was already under arrest by the court and was ordered to be sold by auction as per the application of Lotus Ocean. During this process, the plaintiff could not apply for an arrest of the vessel.

(2) Although article 28 of the Maritime Code of the People’s Republic of China provides that a maritime lien shall be enforced by a court by

arresting the ship that gave rise to the maritime lien, the legal consequence of Lotus Ocean’s conduct of applying for arrest and auction of the vessel shall extend to the plaintiff who accordingly needs not to file a separate application for arrest of the vessel in order to exercise and enforce his maritime liens against the vessel. Therefore, the plaintiff should be deemed to have satisfied the statutory requirements for enforcement of the maritime liens as long as he requested such enforcement in the proceedings.

(3) The vessel has been successfully auctioned. The plaintiff is entitled to receive as a priority from the auction proceeds the outstanding wages in the amount of RMB521,876.33, the compensation for termination of contract in the amount of RMB126,019.90, and interest on the foregoing sums running from 22 July 2021.

IX. Judgment of the court

54. In summary, in accordance with articles 39, 60, 75, 76, and 84.1 of the Greek Code of Private Maritime Law, article 345 of the Greek Civil Code, articles 176 and 189 of the Greek Procedural Code, articles 21, 22.1 and 28 of the Maritime Code of the People’s Republic of China, articles 8.1.1, 8.1.2, 8.1.3 and 8.1.4 of the Provisions of the Supreme People’s Court on Several Issues Concerning Trial of Cases Involving Seaman-related Disputes, and article 144 of the Civil Procedure Law of the People’s Republic of China, the court orders as follows.

(1) The defendant shall pay the plaintiff the outstanding wages in the amount of RMB521,876.33 and interest thereon running from 22 July 2021 to the date of payment at the interest rate of 7.25 per cent per year.

(2) The defendant shall pay the plaintiff the compensation for termination of the employment contract in the amount of RMB126,019.90 and interest thereon running from 22 July 2021 to the date of payment at the interest rate of 7.25 per cent per year.

(3) The defendant shall pay the plaintiff the claim registration fee in the amount of RMB1,000.

(4) The defendant shall pay the plaintiff the legal service fees in the amount of RMB129,000.

(5) The plaintiff’s claims as awarded in above items (1) and (2) are recognised as maritime liens and shall be paid out of the vessel’s sale proceeds as a priority.

55. The above payment obligations shall be performed within 10 days from the effective date of this judgment.

56. In case of failure to fulfil the payment obligations within the time limit specified in this

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judgment, double interest on the belated payment shall be paid in accordance with article 253 of the Civil Procedure Law of the People's Republic of China.

57. The court fee in this case, which is in the amount of RMB10, shall be borne by the defendant. The court fee advanced by the plaintiff will be paid out of the vessel's sale proceeds as a priority.

58. Either party who is not satisfied with this judgment may submit a statement of appeal along with the number of copies corresponding to the number of the opposing parties or representatives, to this court within 30 days from the date of service of this judgment for the filing of an appeal to the High People's Court of Guangdong Province.