

# **The Merchant shipping (Apprenticeship to Sea Service) Rules, 1960.**

UNION OF INDIA

India

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### **Rule**

### **THE-MERCHANT-SHIPING-APPRENTICESHIP-TO-SEA-SERVICE-RUI of 1960**

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### **1775.**

G.S.R. 1551, dated 17th December, 1960. - In exercise of the power conferred by section 92, section 457 and section 458 of the merchant shipping Act, 1958 (44 of 1958), and in suppression of all previous rules and orders on the subject, the central Government hereby makes the following rules, namely; -

#### **1. Short title and commencement.**

(1) These rules may be called the Merchant shipping (Apprenticeship to Sea Service) Rules, 1960. (2) they shall come into force on the 1st January, 1961.

#### **2. Apprenticeship to be in accordance with rules.**

- No apprentice to sea service shall be carried to sea from any port in India except in accordance with these rules.

### **3. Eligibility for apprenticeship.**

(1) a boy in order to be eligible for apprenticeship to sea service shall fulfill the following requirements, namely: -(a) he must be a citizen of India. (b) he must not be under the age of 15 years or above the age of 20 years or above the age of 20 years; (c) [ he should have passed Matriculation/secondary school certificate or on equivalent examination or the final examination or the final examination of the T.S. Duffer in "or any other training ship or establishment approved by the Central Government or served as a Cabot or midshipman in the Navy;] [Substituted by G.S.R. 2585, dated 29th September, 1975] (d) he should be physically fit for sea service; (e) he should have passed the eye sight and colour vision tests held by the Ministry of Transport and Communications. (2) [Notwithstanding anything contained in sub-rule (1), the upper age limit referred to in clause (b) of that sub-rule may, in appropriate cases, be relaxed by the Director-General of Shipping.] [Substituted by G.S.R. 1838, dated 22nd November, 1963]

### **4. Application for apprenticeship.**

(1) A person who is desirous of apprenticing a boy to sea service shall apply to a Shipping master appointed under sub-section (1) of section 11 of the Merchant shipping Act, 1958 through the master owner of the ship who has agreed to accept the candidate for apprenticeship. (2) Except in the case for a candidate who is an "ex-Duffer in" cadet, every application, together with the appropriate documents to prove that the candidate fulfills the requirement specified in rule 3, shall be referred to the Director-General for approval.

### **5. Contract of apprenticeship.**

(1) Every contract of apprenticeship shall be in the form in Schedule I or in Schedule II, as the case may be, and shall set forth the conditions agreed upon, the go of the apprentice and the term for which he is bound. (2) Every such contract shall, in the case of an apprentice who is a minor, be executed on his behalf by his guardian or a person holding a power of attorney from such guardian or, in the case of an orphan or a poor child brought up by an institution, by the Director or Manager of the institution.

### **6. Contract to be recorded.**

(1) Every contract of apprenticeship to sea service shall be submitted in duplicate to the Shipping Master for being recorded by him. The Shipping Master shall retain one copy and return the other to the Master or owner of the ship after making an endorsement thereon that the contract has been so recorded by him. (2) No such contract shall be valid until it is executed in the manner specified in rule 5 nor until it has been recorded by the shipping Master.

## **7. Fee.**

(1)The fee for recording a contract of apprenticeship under section 93 of the Act shall be Rs.3(2)A certified copy of a contract may, on appeal made to the shipping Master, be obtained on payment of Rs. 5

## **8. Premium.**

(1)The master or owner of a ship to whom an apprentice is bound may require such apprentice to deposit a sum not exceeding Rs. 500 as premium.(2)The premium paid by an apprentice under sub-rule (1) shall be refunded to him satisfactory completion of the period of apprenticeship:Provided that the Shipping Master may, if he is satisfied that any loss or damage has been caused to the ship by the wilful neglect or misconduct on the part of the apprentice or by the failure on his part to abide by the terms of the contract, direct that the whole or any part of the premium be deducted by way of compensation for such loss or damage; and the decision of the Shipping Master shall be final.

## **9. Payment to apprentice.**

- Every apprentice shall, during the period of apprenticeship, be entitled to payment by the master or owner of the ship at such rates as may be agreed upon in the contract of apprenticeship.

## **10. Maximum number of apprentices.**

- No ship shall at any time carry to sea apprentices in excess for the number determined by the Director-General.

## **11. Assignment of apprentice to new master or owner.**

(1)The master or owner of a ship to whom an apprentice is bound may with the written consent of the person by whom he was bound and with the written consent of the apprentice if his age is not less than 18 years, assign such apprentice to the master or owner of any other ship who is willing to take him for the residue of his apprenticeship, and subject to the conditions thereof;Provided that such master or owner shall be endorsement under his own hand on the contract declare his acceptance of such apprentice and acknowledge himself bound by the agreement and convenience therein mentioned to be performed on the part of the master or owner and that the consent of the other parties aforesaid shall be expressed in writing on the same and signed by them respectively.(2)Every assignment under sub-rule (1) shall be recorded on the office copy of the original contract with the Shipping Master under his signature in the form specified in Schedule III to these rules.

## **12. Termination for contract.**

(1)A contract of apprenticeship may be terminated with the consent of both the parties to the contract and with the consent of the apprentice if he is above the age of 18 years.(2)When a contract is terminated under this rule, such termination shall be expressed in writing on the original contract with the signature of the parties, and the master or owner of the ship shall intimate the fact to the Shipping Master who shall make corresponding endorsement on the office copy of the contract.

## **13. Cancellation of contract.**

- Where it is proved to the satisfaction for the shipping Master that an apprentice is not taking interest in his work or has been found guilty of any gross misconduct, the Shipping Master may order that the contract of apprenticeship be cancelled; and in every such case, the shipping Master shall also specify the amount of premium which shall be refunded to the apprentice.

## **14. Register of contracts.**

(1)Every shipping Master shall maintain in the form in Schedule IV a register of contracts of apprenticeship entered into at his port.(2)Every Shipping Master shall send a monthly report to the Director-General containing particulars of the contracts of apprenticeship entered into at his port and all assignments, cancellation and terminations thereof in the forms in Schedules V and VI.(3)A similar register shall also be maintained by the Director-general of Shipping in respects of all the ports in India on the basis of their returns.

## **15. Saving.**

- Every contract of apprenticeship in force at the commencement of these rules shall be deemed to have been made under these rules.

## **16. Penalty.**

- Whoever commits any breach of these rules shall be punishable with fine which may extend to Rs. 1,000 and when the breach is a continuing breach with further fine which may extend to Rs. 50 for every day after the first during which the breach continues.

## **Schedule 1**

[See rule 5]Form Of Contract Of Apprenticeship To Sea Service(for Apprentices under 18 years of age)THIS CONTRACT made the .....day of .....19..... between .....whose date of birth is ..... and who is a citizen of India now residing at.....(hereinafter called the Apprentice) of the first part and shipowner/Master of .....(hereinafter called the Company) of the second part, and ..... of ..... (hereinafter called the guardian) of the third part WITNESSETH that the Guardian both this day bind the Apprentice to serve in the capacity of an Apprentice on any ship

belonging to ..... to which they they or their Managing Agents in ..... or their Agents elsewhere may from time to time appoint him for the prior of ..... from the date on which the Apprentice shall report himself to the shipowner or Master or Agent in "Or if the Apprentice is on voyage at the time of the expiry of the said period until the ship's arrival at a port of discharge in India nearest his home. The date on which this Contract commences is agreed to be the date endorsed at the foot hereof, which will be done before a shipping Master in India, and the Guardian hereby covenants that during such time the Apprentice will faithfully serve the company and shall be at all time subject and obedient to his/their orders and his/their managing and other Agents and of the Master or other Officers in command or in charge of the ship in which he may be engaged for the time and will keep his secrets and will when required give to them accounts of their goods or moneys which may be committed to the charge of or come into the hands of the Apprentice. And the apprentice will not during the said term do any damage to the company nor to the Managing or other Agents or to the Master or other Officers of the ship in which he may be serving, nor will he consent to such damage being done by other, but will, if possible, prevent the same and give warning thereof and will not embezzle or waste the goods of the company nor give or lend the same to other without the license of the Master of the ship in which he may be serving, nor absent himself from the service without leave nor frequent taverns or alehouse, nor play at unlawful games, and he shall at all times by night and day, whenever his services may be required, be diligent in his duty, and do everything in his power to promote the interests of the company. In consideration whereof and of the premium of Rs. 500 deposited by the guardian with the Company, the receipt whereof the Company hereby acknowledges, the company hereby covenants that the guardian during the said term the Master or other Officer in command or in charge of the ship belonging to the company in which the Apprentice may be serving shall train him or cause him to be trained in the business of a seaman and the duties of a Navigating Officer on the company's ship and provide the Apprentice with sufficient board but not wines or spirits beer or liquors. And the apprentice shall live in such a place in the ship as may be assigned to him. Medicines shall be provided and medical attendance when available by the company and in the event of the Apprentice being placed in hospital by the order of the company or their Managing or other Agents, or of the Master of the ship in which he may be engaged for the time, all hospital charges including board, incurred while, he remains in hospital will be paid by the company, provided the illness or injury which necessitates his removal to hospital has not been caused by his wilful act or default or his own misbehavior. The said premium of Rs. 500 shall be deposited by the Guardian with the Company on behalf of the Apprentice on the date of signing this contract, on termination of the Apprenticeship period as specified herein, the entire amount of the premium shall become refundable to the Guardian if the Apprentice is still a minor or to the Apprentice himself if he is a major, at the time of refund subject, however, to the deduction of the whole or any part thereof on account of any loss or damage caused to the ship or to the shipowner by misconduct or wilful neglect or by the failure on the part of the Apprentice to abide by the terms of this contract as may be determined by the Shipping Master and his decision shall be final. During the period of apprenticeship, the company shall pay to the Apprentice wages at the following rates. Rs. .... per month for the first year; Rs. .... per month for the second year; Rs. .... per month for the third year; Rs. .... per month for the fourth year. If the period of Contract expires during a voyage, the Guardian hereby binds himself that the Apprentice will continue his duties on board until the ship's arrival at a port of discharge in India nearest his home, receiving wages per month at a rate not less than what he was receiving during the last year of

the said period. The company will provide sufficient bedding and table linen or the Apprentice but the Guardian shall provide him with sufficient and suitable wearing apparel and other necessities, and it is hereby agreed that if at any time during the said term a Company or their Managing or other Agents or the Master of the ship in which the Apprentice may be serving provide any apparel or other necessities to the said Apprentice, the company or their Managing or other Agents or the said Master may deduct any sums properly expended thereon from the sums as agreed to be paid to the Apprentice as aforesaid. The Company shall also provide for relief and repatriation of the Apprentice in case he is in distress at a place outside India by reason of having been shipwrecked, discharged or left behind from any ship without any fault or negligence on his part. IN WITNESS whereof the said parties have hereto set their hands and seals the day and year above written. Signed sealed and delivered by

:- (1)..... (Apprentices) (2)..... (company) (3)..... (Guardian) in the presence of- (Shipping Master at.....) The date on which this Contract commences is declared to be..... 19..... Shipping Master..... [NOTE. - Where the Apprentice is not a citizen of India, the form specified in this Schedule shall apply, subject to the following modifications, namely :- (a) for the words "citizen of India" the words and brackets "national of ..... (here insert the name of the country of which the apprentice is a national)" shall be substituted; (b) the words "nearest his home", wherever they occur, shall be deleted; (c) for the word "minor", the words and brackets "minor (according to Indian law)" shall be substituted; (d) for the word "major", the words and brackets, "major (according to Indian law)" shall be substituted; (e) after the word "repatriation", the words "to India" shall be inserted.]

## II

[See rule 5] Form Of Contract Of Apprenticeship To Sea Service (For apprentices of 18 years and over) This Contract made the "day of "19 "between "whose date of birth is "and who is a citizen of India now residing at "(hereinafter called the Apprentice) of the first part and Shipowner/master of "(hereinafter called the company) of the second part WITNESSETH that the said ..... hereby voluntarily binds himself to serve in the capacity of an Apprentice on any ship owned or managed by the company to which they or their Managing Agents in ..... or their Agents elsewhere may from time to time appoint him for the period of "from the date on which the Apprentice shall report himself to the shipowner or Master of Agents in ..... or if the Apprentice is on voyage at the time of the expiry of the period until the ship's arrival at a port of discharge in India nearest his home. The date on which this contract commences is agreed to be the date endorsed at the foot hereof, which will be done before a Shipping Master in India, and the apprentice hereby covenants that during such time the Apprentice will faithfully serve the Company and shall be at times subject and obedient to his/their orders and of his/their Managing and other Agents and of the Master or other Officers in command or in charges of the ship in which he may be engaged for the time and will keep their secrets and will when required give to them accounts of their goods or moneys which may be committed to the charge or come into the hands of the Apprentice. And the apprentice will not during the said term do any damage to the company nor to the managing or other Agents or to the Master or other Officer of the ship in which he may be serving nor will he consent to such damage being done by others, but will, if possible, prevent the same and give warning thereof and will not embezzle or waste the goods of the company nor give or lend the same to others without the license of the Master of the ship in which he may be serving nor absent himself from the service without leave,

nor frequent taverns or alehouses, nor play at unlawful games, and generally shall at all times by night and day whenever his services may be required by diligent in his duty, and do everything in his power to promote the interests of the Company. In consideration whereof and of the premium of sum of Rs. 500 deposited by the company, the receipt whereof company hereby acknowledge, the company hereby covenants with the Apprentice that during the said term the Master or other Officer in command or in charge of the ship belonging to the company in which the Apprentice may be serving shall train him or cause him to be trained in the business of a seaman and the duties of a Navigating Officer in the company's ship need provide the Apprentice with sufficient board but not wines or spirits, beer or liquors. And the Apprentice shall live in such place in the ship as may be assigned to him. Medicines shall be provided and medical attendance when available by the company need in the event of the Apprentice being placed in hospital by the order of the Company or their Managing or other agents, or of the Master of the ship in which he may be engaged for the time, all hospital charges including board, incurred while he remains in hospital, will be paid by the Company, provided the illness or injury which necessitates his removal to hospital has not been caused by his willful act or default or whose own misbehavior. The said premium of Rs. 500 shall be deposited by the Apprentice with the Company on the date of signing this Contract. On termination of the apprenticeship periods as specified herein, the entire amount of the premium shall become refundable to the Apprentice subject, however, to the deduction of the whole or any part thereof on account of any loss or damage caused to the shipper to the shipowner by misconduct or wilful neglect or by the failure on the part of the Apprentice to abide by the terms of this Contract as may be determined by the shipping Master and his decision shall be final. During the period of apprenticeship, the Master or shipowner shall pay to the Apprentice wages at the following rates:Rs. .... per month for the first year;Rs. .... per month for the second year;Rs. .... per month for the third year;Rs. ....per month for the fourth year;If the period of Contracts expires during a voyage, the Apprentice hereby binds himself to continue his duties on board until the ship's arrival at a port of discharge in India nearest his home receiving wages per month at a rate not less than what he was receiving during the last year of the said period. The company will provide sufficient bedding and table linen for the apprentice but the Apprentice shall provide himself with sufficient and suitable wearing apparel and other necessities, and it is hereby agreed that if at any time during the said term, the company or his/their Managing or other Agents or the Master of the ship in which the Apprentice may be serving provide any apparel or other necessities to the said apprentice, the company or his/their sums properly expended thereon from the sums as agreed to be paid to the Apprentice as aforesaid. The company shall also provide for relief and repatriation of the Apprentice in case he is in distress at a place outside India by reason of having been ship-wrecked, discharged or left behind from any ship without any fault or negligence on his part. IN WITNESS whereof the said parties have hereto set their hands and seals the day and year, above written. Signed, sealed and delivered by-(1)"..... (Apprentice)(2)".....(Company)in the presence of "(Shipping Master at .....)/The date on which this Contract commences is declared to be, .....19.....Shipping Master[Note. - Where the Apprentice is not a citizen of India, the form specified in this Schedule shall apply, subject to the following modifications, namely :-(a)for the words "citizen of India" the words and brackets "national of.....(here insert the name of the country of which the apprentice is a national)" shall be substituted;(b)the words "nearest his home", wherever they occur, shall be deleted;(c)after the word "repatriation", the words "to India" shall be inserted.]

### III

[See rule 11] Form Of Assignment On the ..... day of ..... in the year ..... personally appeared before ..... Shipping Master at the port of ..... with ..... and ..... and desired that the contract of Apprenticeship assigned and made over to the said ....., the shipping Master having satisfied himself by personal examination of the said ..... for the benefit of the said ..... and is made with the consent of the Contract of Apprenticeship whereby the said Apprenticeship whereby the said Apprentice was on the ..... day of ..... in the year ..... bound to the said ..... as an apprentice to be trained or cause to be trained In navigation and seamanship and in the duties of a Navigating Officer shall henceforth endure unto the end of the said term as if the said ..... had been originally party to the said contract and shall be bounded to fulfill the covenants by the said ..... Signed, sealed and delivered in the presence of "..... Shipping Master ..... Shipowner/Master (Assignor) ..... Shipowner/Master (Assignee) ..... "(Apprentice) ..... (Guardian) Schedule IV [See rule 14(1)] Register Of Contracts Of Apperentices

Port at which Contract was executed	Date of Contract	Date of Registry	Name of Apprentice	Age	Term for which bound	If under 18 years the name and address of parents, guardian, and other person by whom bound	If 18 years or over, the name and address of relative or guardian	Name and address and occupation of person to whom bound	Date of transfer or assignment	Name and occupation of person to whom assigned

### V

[See rule 14(2)] Port of ..... List of contracts of Apprentices transferred or assigned during the month ending ..... 19.....

Port where Contract was executed	Date of Contract	Date of Registry	Name of Apprentice	Age	Date of transfer or assignment	Name and address and occupation of person to whom apprentice was originally bound	Name and address and occupation of person to whom now assigned



## VI

[See rule 14(2)]Port ofList of Contracts of Apprentices cancelled during the ..... month ending ..... 19.....

Portwhere Contract was executed	Dateof Contract	Dateof Registry	Dateof and reason for cancellation	Nameof Apprentice	Termfor Age which bound	Nameaddress and occupation of person whom apprentice was bound
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[Inserted by G.S.R. 1838, dated 22nd November, 1963.][Inserted by G.S.R. 1838, dated 22nd November, 1963]