

1985 February 16

[MALACHTOS, J.]

1. JORDAN CONSTRUCTING MATERIAL CO. LTD.,

2. ARABIAN SEAS INSURANCES CO. LTD.,

*Plaintiffs,*

v.

SELIA SHIPPING CO. LTD.,

*Defendant.*

*(Admiralty Action No. 104/76).*

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*Admiralty — Practice — Contract for carriage of goods by sea— Breach of — Insurers paying the damages resulting therefrom to the owner of the goods — And latter subrogating his rights to the insurers — Insurer rightly joined as a party to the action against the carriers—Rules 30 and 31 of the Cyprus Admiralty Jurisdiction Order, 1893.*

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The plaintiffs in this case claimed damages for breach of contract of carriage of goods. Plaintiff No. 2 was the insurance company which covered the shipment in question and paid to plaintiff No. 1 the sum of U.S. dollars 42,544.91c. as damages which resulted from the alleged breach by the defendant of the contract of carriage; and plaintiff No. 1 subrogated its rights to plaintiff No. 2.

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*Upon an application by defendants for an order of the Court dismissing the action brought by plaintiff No. 2 as the petition disclosed no cause of action by this plaintiff:*

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*Held, that an insurer shall be deemed to be a person interested in the action; and that, therefore, the insurer was rightly joined as a party to the action; accordingly the application must fail. (See rules 30, 31 of the Cyprus Admiralty Jurisdiction Order, 1893).*

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*Application dismissed.*

31. For the purposes of the last preceding rule an underwriter or insurer shall be deemed to be a person interested in the action".

It is clear from the facts of the present case, appearing in the petition and the provisions of rule 31 that plaintiff No. 2 was rightly joined as a party to the action. 5

Therefore, the application of the defendant company is dismissed, with costs.

*Application dismissed with costs.*