



Guiding Spirit to Shipping Industry

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Australian Naval Official completes his four day.....



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HFW Assists NGO On New Geneva Declaration.....



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JNPT all to set to achieve a record container turnover.....



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Indian Exporter's woes because of the war

Maritime law issues in light of Russian-Ukrainian War

Dr. (Capt.) Vivek Jain, Director (Marine Services) in Singapore, Barrister (England & Wales), Master Mariner, Arbitrator, Former Associate Professor in England, PhD (Int. Law)(China), LLB (Lon), LLM (Maritime Law)(Lon), MBA (Norway).



Dr. (Capt.) Vivek Jain

Secondly, what will be issues of any damage to hull or injury to the crew in case and how war risk insurance will operate in that scenario? Again, the issues are not clear-cut and will largely depend on the facts surrounding the damage to hull and/or injury to the crew. Standard P and I cover is not applicable in such cases, but additional cover is usually taken by the Owners.

Thirdly, there are sanctions imposed on Russia by the EU, US Government and UK; however, there are exceptions, such as trade in agricultural commodities, petroleum and coal, etc., The details about sanctions can be retrieved at the following websites:

- <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>
- <https://www.gov.uk/search/all?keywords=russian+sanctions&order=relevance>
- <https://www.consilium.europa.eu/en/policies/sanctions/restrictive-measures-ukraine-crisis/>

In relation to the charterparty issues arising due to sanctions, it must be noted that these sanctions are applicable majorly in the US, EU and UK companies and individual, but scenario is changing rapidly everyday. The parties should look for BIMCO Sanctions Clause for Time Charter Parties 2020 or BIMCO Sanctions Clause for Voyage Charter Parties 2020. According to the above clauses, the owners/disponents/charterers can be the party breaching the sanctions clause.

Fourthly, there could be banking issues, as owners' or charterers' bank

could be sanctioned and then the party must make alternate arrangements. In my view, bank may take time to process payments to rule out inadvertently breaching sanctions. On a broader level, if sanctions were to make the contract of affreightment illegal, then there is a possibility of bringing in the legal concept

of 'frustration of contract'. I have heard there would be issues with 'SWIFT'. How the clubs will handle the issues in Russian ports would also be another issue arising from issues of banking?

Fifthly, in time charterparty, any delay would fall on the charterers, but in the voyage charterparty, the Owners in such a scenario are not likely to claim detention. However, this is subject to clauses of the charterparties. An excessive delay may bring in the concept of frustration of contract. Parties should also note carefully a continental legal concept of Force majeure, if that is applicable in the governing charterparty.



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