

## CML Shipping Law Update: Cases in 2021

20 April 2022

Amara Singapore



The Centre for Maritime Law (CML) at the National University of Singapore, Faculty of Law was pleased to re-convene our annual short course on 'Shipping Law Update: Cases in 2021'. This in-person seminar was held on 20 April 2022 at the Amara Hotel, Singapore, and was attended by 40 legal practitioners and legal officers. The seminar was conducted by Professor Stephen Girvin and covered 12 important cases of the year 2021.

The first session discussed two United Kingdom Supreme Court Cases, *Alize 1954 v Allianz Elementar Versicherungs AG (The CMA CGM Libra)* [2021] 2 Lloyd's Rep 613 and *Evergreen Marine (UK) Ltd v Nautical Challenge Ltd (The Alexandria 1 and Ever Smart)* [2021] 1 Lloyd's Rep 299. Prof Girvin discussed the concepts of seaworthiness, the defence of navigation and the management of the ship under the Hague Rules, he also provided insights on 'the prudent owner' test as well as the Collision Regulations (COLREGS), specifically looking into the interplay of the narrow channel rule and the crossing rules. *The Ever Smart* was a landmark collision case before the Supreme Court after 50 years and where the Supreme Court reversed the decision of the Court of Appeal. In the second session, Professor Girvin took the audience through the Singapore High Court decision in *The Luna* [2022] 1 Lloyd's Rep 216, *Herculito Maritime Ltd v Gunvor International BV (The Polar)* [2022] 1 Lloyd's Rep 9, *K Line Pte Ltd v Priminds Shipping (HK) Co Ltd (The Eternal Bliss)* [2022] 1 Lloyd's Rep 12, *Noble Chartering Inc v Priminds Shipping Hong Kong Co Ltd (The Tai Prize)* (2021) 2 Lloyd's Rep 36 and *Splitt Chartering APS v Saga Shipbuilding Norway AS (The Stema Barge II)* [2022] 1 Lloyd's Rep 170. The discussion covered topics such as the nature, role and function of bills of lading, construction of the bill of lading contract incorporating charterparties, demurrage and liquidated damages, reinforcement of the understanding of 'apparent good order and condition' in a bill of lading, meaning of 'operator' under the LLMC 1976. The next session considered three trial cases, *Nautica Marine Ltd v Trafigura Trading LLC (The Leonidas)* [2021] 2 Lloyd's Rep 165, *Navision Shipping A/S v Precious Pearls Ltd (The Mookda Naree)* [2022] 1 Lloyd's Rep 41, and *Sea Master Shipping Inc*

*v Arab Bank (Switzerland) Ltd (The Sea Master)* [2021] 1 Lloyd's Rep 500. For these cases, Prof Girvin discussed the legal effect of contractual 'subjects', general principles of implied terms in bills of lading, charterparty terms relating to the charterer's responsibility, an argument for an implied term of discharge in a reasonable time, and the difference between the terms of discharge and delivery in a bill of lading. Professor Girvin noted the relationship between the ASBATIME charterparty and the NYPE form. The final session covered two cases from other common law from Australia, *Wollongong Coal Ltd v PCL (Shipping) Pte Ltd (The Illawara Fortune)* [2021] 1 Lloyd's Rep 385, and from Hong Kong, *Perusahaan Perseroan (Persero) PT Pertamina v Trevaskis Ltd* [2021] 2 Lloyd's Rep 637. These cases looked at freight payment liability in switch bills of lading, and claims for demurrage, dead freight, bunker adjustments, port cost, and claims under the LLMC 1976. Following his conclusion on these cases, Professor Girvin responded to Q&A from the audience. Professor Girvin ended the seminar by referring to other reported cases and arbitration, and shipping books published in 2021.

