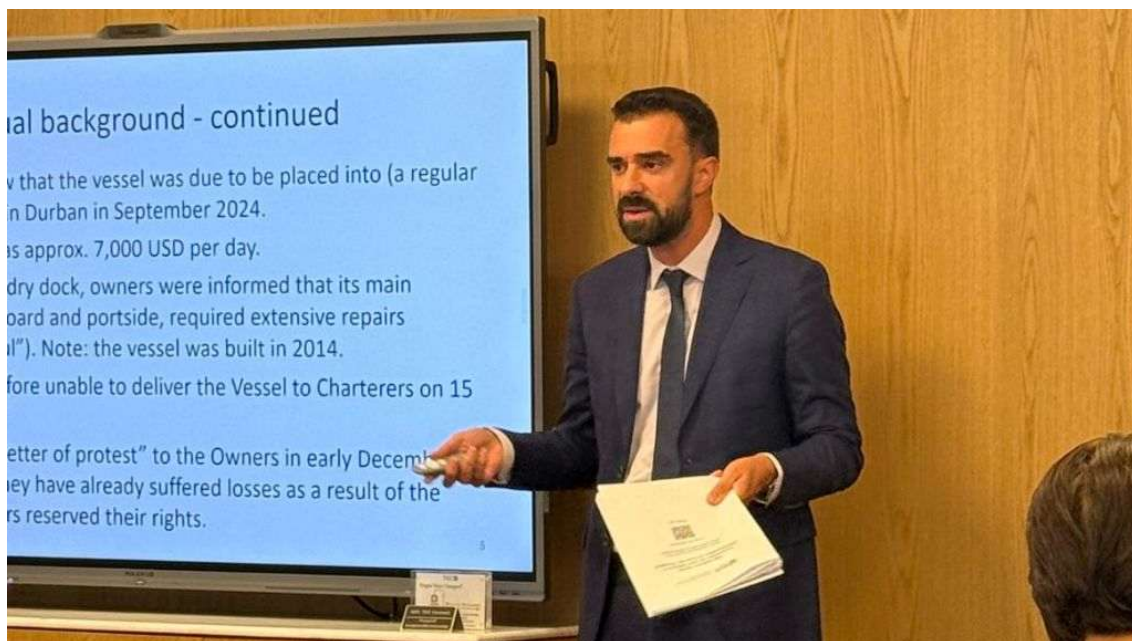


CML Seminar Series

Termination for Late Delivery in Charterparties: A Pause for Thought?

10 September 2026

The Executive Centre
Level 22 Ocean Financial Centre, 10 Collyer Quay, Singapore 049315



On 10 September 2026, the Centre for Maritime Law (CML) hosted a CML Seminar at the Ocean Financial Centre. As part of the Event, Dr Filip Šaranović, Visiting Associate Professor at the Centre for Maritime Law at NUS and Senior Lecturer in Commercial Law at Queen Mary University of London, delivered a presentation on *Termination for Late Delivery in Charterparties*.

Dr Šaranović presented a case study on ongoing arbitration proceedings concerning a project charterparty. The charterparty was concluded on SUPPLYTIME 2017 and was fixed in June 2024. The delivery date was indicated as 15 October 2024. The cancellation date was indicated as N/A. In the course of dry docking, the shipowner found that the ship needed to undertake substantial repairs to its engine. Therefore, the ship could not be delivered to the charterer on 15 October. Eventually, the ship was delivered to the charterer on 3 February 2025. On 7 February 2025, the charterer sent a notice of termination, which the shipowner did not accept. On 17 February 2025, the owner accepted the shipowner's repudiatory breach. The shipowner commenced the arbitration in the spring of 2025. The charterer submitted a counterclaim.

The charterer argued that, in the absence of a cancellation date, the shipowner was absolutely liable to deliver the ship by the delivery date, or, alternatively, that there was an implied intermediate term requiring reasonable diligence to deliver the ship by the delivery date. The shipowner argued that, in the absence of a cancellation date, delivery was ‘temporally’ open-ended. Alternatively, the shipowner exercised due diligence by delivering the ship by the delivery date and at the earliest possible time (*The Democritos* [1976] 2 Lloyd’s Rep 149; *The Lila Lisbon* [2026] UKSC 23). Moreover, the charterer did not give notice of termination in a reasonable time and therefore affirmed the charterparty (*Kosmar Villa Holidays plc v Trustees of Syndicate 1243* [2008] Bus LR 931; *The Kanchenjunga* [1990] 1 Lloyd’s Rep 391). In any event, under SUPPLYTIME 2017, the charterer’s right to claim damages for late delivery was excluded.

Dr Šaranović addressed the issues that arose in the case through an extensive analysis of the relevant case law. On the reasonable period for giving notice of termination for late delivery, Dr Šaranović cited *Havila v Abarca* [2022] EWHC 3196 (Comm) and *Force India Formula Team v Etihad Airways PJSC* [2010] EWCA Civ 1051. As for the issue of repudiatory breach by the shipowner, the presenter analysed *The Savourna* [1955] 2 Lloyd’s Rep 607. Finally, on the notice of termination, the presenter cited *The Pacific Voyager* [2018] 1 Lloyd’s Rep 57 and *Trademark Licensing Co Ltd v Leofelis SA* [2012] EWCA Civ 985.

The presentation was followed by a Q&A session.