



Institute of International  
Shipping and Trade Law



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**THE SEVENTH NATIONAL LAW UNIVERSITY ODISHA  
– BOSE & MITRA & CO. INTERNATIONAL MARITIME  
ARBITRATION MOOT, 2020**

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**CLARIFICATIONS TO THE CASE STUDY\***



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**NATIONAL LAW UNIVERSITY ODISHA, CUTTACK**

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*\* The case study has been drafted by **Ms. Jananidivya Soundararajan**, Legal Counsel, Global Claims, Maritime Law and Claims, Maersk Line Fleet Management and Technology India Pvt. Ltd. and **Mr. Tom Copland**, Head of Maersk Legal Shared Services, Maritime Law and Claims, Maersk Line Fleet Management and Technology India Pvt. Ltd. **The participants or their affiliates are barred from approaching the Drafters for any kind of assistance regarding this competition. Any contact shall lead to immediate disqualification of the concerned team.***

1. What is the date of redelivery as mentioned in clause 16(e) of Charter party?

*Answer:* Not relevant.

2. Who is a carrier in contract of carriage as on page number 8 owners calling themselves carrier?

*Answer:* Refer to terms of carriage.

3. Which contract you are referring to on page number 5?

*Answer:* Communication is between Owners and Charterers therefore – Charter party.

4. Can we frame additional issues?

*Answer:* Sure. As long as these *issues* are relevant to the situation and leads to a resolution of the dispute.

5. Monitoring logs is mentioned on page number 8 but they are not attached in the problem?

*Answer:* Accepted Fact.

6. How did the claimant calculate the damages?

*Answer:* Carrier's customer presented their claim calculation to the Carrier based on invoiced value and other costs incurred. Carrier negotiated with their customer and settled the claim amicably.

7. Who signed the Bill of Lading as there is no signature or seal of any of the parties? Originals are with the merchants.

*Answer:* E-copy as provided has already been accepted by all parties without objections.

8. Should the various words and sentences, which have been struck out, be disregarded or not?

*Answer:* Yes. Disregard.

9. What is the substantial difference between the 'supply temperature' and 'return temperature', mentioned in the temperature logs?

*Answer:* To be researched by participants.

10. Whether there is a need for a separate issue dealing with the jurisdiction in the instant matter?

*Answer:* Cannot be answered/addressed by anyone involved in the organisation of the competition or framing of the proposition or any potential members of the panel.

**11.** The data given in the temperature logs is of the events that have taken place in the months of August and July, 2018. However, the date on which the data was extracted is mentioned as January 16, 2018. Kindly clarify on the inconsistency.

*Answer:* Typographical error. Date extracted should be January 16, 2019.

**12.** Can the damages be claimed on grounds other than mentioned in the problem?

*Answer:* Refer to 4 above.

**13.** Who are the parties to the Terms of Carriage given in page- 63 of the problem?

*Answer:* Terms of Carriage are standard terms of the carrier TCL. Therefore, between TCL and whoever uses TCL to transport/ship their cargo.

**14.** Are the Mates Receipts clausued?

*Answer:* As can be seen from the case study which has been provided, it is a clean Bill of Lading.

**15.** Are the Mates Receipts and the Bill of Lading identical?

*Answer:* Research point for participant. Please understand the definition of a Bill of Lading.

**16.** Can issues based on the LMAA Terms given be raised?

*Answer:* If the issues raised are relevant, yes.

**17.** Are the Container Movements provided in page 124 of the problem accepted or signed by the charterer?

*Answer:* The movements are accepted and have been provided by the Charterer themselves.

**18.** Are the Container Movements log generated electronically?

*Answer:* Generated, Yes. However, at certain ports and/or point of operation the data is at times fed manually.

**19.** Are the Malreef reports generated electronically? If not, who was the author?

*Answer:* Malreef Reports are a combination of automated entries and comments which are entered in by the vessel crew conducting the monitoring.

**20.** Is this the final hearing of the tribunal?

*Answer:* Yes, but the arbitrators retain their authority to clarify.

**21.** Does Sebastian & Flounder, the shipbroker, get impleaded as a party to the arbitration process?

*Answer:* No.

**22.** Could clarifications be given with regards the following phrases;

a. Unit found trip – Electricity tripped.

*Answer:* The device interrupted the current flow after a fault was detected. (Like how we have trip switches on our homes on our switch board)

b. Not in range alarm –

*Answer:* If either the supply or return temperature goes beyond a degree's range for a consistent period of time, an alarm is triggered.

**23.** What is the date when the claim came into the knowledge of the Charterer? Further, what is the date of settlement of claim?

*Answer:* Refer to exchange of communications. Dates have been mentioned. As can be inferred from the emails, the date of settlement of claims is sometime between 16 and 31 January 2019.

**24.** What is the proof of the fact that Malreef Reports were sent to the Charterers? Please provide supporting emails to this fact.

*Answer:* The communication already provided is sufficient.

**25.** In what sense has the term 'Weather Permitting' been used in Clause 17(b) of the Charter Party?

*Answer:* With due consideration for the life of the Vessel's crew.

**26.** Did the Owner have an obligation to provide Malreef Reports to the Charterer? If yes, then by which medium?

*Answer:* Refer to the charter party.

**27.** What were the agreed constituents of monitoring between the parties? Does Reefer Monitoring referred in Clause 17(b) include maintaining Temperature Data?

*Answer:* Cannot be answered/addressed by anyone involved in the organisation of the

competition or framing of the proposition or any potential members of the panel.

**28.** Was a stowage plan provided by the Charterer to the Owner?

*Answer:* Yes. The vessel cannot sail without the Master signing off on the stowage plan.

**29.** What are the particulars of the period when the Vessel was not able to receive Temperature List as mentioned in the email communication dated 26/01/2019 on Page No. 8 of the problem?

*Answer:* No clarification required.

**30.** In Issue C, which claim is referred? Is it the Claim between the Owner and Charterer or the Claim between the Charterer and Customer?

*Answer:* Claim as has been defined in the Outline.