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Cover Story

May shipowners claim general average from cargo owners when the loss is covered by insurance?

Introduction

In the unfortunate event that a ship is detained by pirates, payment of a ransom to pirates may be required for the vessel to be released so that the vessel may continue its voyage. In the recent English case of *Herculito Maritime Ltd v Gunvor International BV* [2020] EWHC 3318 (Comm), the Commercial Court (the "**Court**") considered 2 issues, namely a novel issue on the incorporation of war risks clauses to bills of lading; and whether shipowners can recover their loss in general average contribution from cargo owners when the bill of lading has incorporated insurance policy found in the charterparty.

Background

Herculito Maritime Limited (the "**Shipowner**") chartered the vessel, POLAR (the "**Vessel**") to Clearlake Shipping Limited (the "**Charterer**"). The Vessel carried a cargo of around 69,000 m.t. of fuel oil. The agreement between the Shipowner and the Charterer (the "**Charterparty**") included a War Risk clause in an amended BPVOY4 form, an additional war risk clause and a Gulf of Aden clause (together, "**Clauses in Issue**"). The Shipowner had an annual hull & machinery and war risk insurance which covered piracy. The terms of the Charterparty were incorporated into the bills of lading (the "**Bills of Lading**") by the incorporation clause in the Bills of Lading. During the voyage, the Vessel was seized by Somali pirates in the Gulf of Aden and held for ransom. The Vessel was released after a ransom of US$7,700,000 was paid. Subsequently, the Shipowner claim general

average of US$4,800,000 against the Gunvor International BV (the "**Cargo Owner**"). The Cargo Owner refused to pay and the Shipowner commenced arbitration against the Cargo Owner.

At arbitration, the Tribunal held that since the Clauses in Issue in the Charterparty were incorporated into the Bills of Lading, the Cargo Owner was not liable to pay general average in respect of the ransom payment as the Shipowner had agreed to seek compensation from the insurer. The Shipowner then appealed against the Tribunal's decision. On appeal, the Shipowner brought 2 questions of law to the Court, namely:-

1. whether the terms of the Charterparty are incorporated into the Bills of Lading; and
2. whether the Shipowner agreed to only recover general average from her insurer but not from the Cargo Owner under the Bills of Lading.

Decision

First issue

Following the rule regarding incorporating clauses into a bill of lading in *The Miramar* [1984] 1 AC 676, the Court held that there was no presumption for clauses to be incorporated in a bill of lading even when the clauses are directly germane to the shipment, carriage or delivery of goods and impose obligations upon the charterer under that designation. Particularly, the Court noted that contractual terms should be studied with care to see whether manipulations or substitutions are required. The Court also stated that it would refrain from mechanically incorporating a term which is inconsistent with a bill of lading.

In this case, while the wordings in the incorporation clause are wide enough to encompass all Clauses in Issue, the Court held that the only Clauses in Issue which is binding towards parties of the Bills of Lading is the liberties conferred to the Shipowner, namely the Shipowner's liberty to not complete the voyage or to depart from the usual or expected route. Other Clauses in Issue which required Cargo Owner to pay more than the agreed freight if certain liberties were exercised by the Shipowner would not be binding as the amount would be unknown and unlimited. This would be inconsistent with the obligation of the Cargo Owner to pay freight according to the Charterparty and therefore it was unlikely that the Cargo Owner would agree to such liability. Hence, the Court reached a different conclusion from the Tribunal in terms of incorporation of clauses.

Second issue

According to Longmore LJ in *Ocean Victory* [2017] 1 WLR 1793, where a contract required a party to insure, both contracting parties have agreed to look to the insurers for indemnification rather than to seek indemnification from each other. The Court held that the rule in Ocean Victory was also applicable in terms of general average contribution.

Construing the Charterparty, the Shipowner had agreed to insure against war risks and the Charterer had agreed to pay the insurance premium. Unless there are sufficient countervailing reasons, it is presumed that the parties had agreed to only recover general average from the insurer. Therefore, the Shipowner was precluded from seeking recovery of the general average from the

Charterer.

However, the position of the Cargo Owner is different from that of the Charterer. The Cargo Owner is not a party to the Charterparty. Furthermore, the Bills of Lading did not contain an agreement by the Cargo Owner to pay the insurance premium. Therefore, it cannot be said that the Cargo Owner has paid the premium in insurance in order to shed their liability to contribute to the general average. Hence, the Court held that the Cargo Owner can be liable under a claim of general average by the Shipowner and the decision of the Tribunal was reversed.

Takeaways

While it is unlikely that this judgment will bring about a significant amount of cases claiming general average as piracy in shipping is less prevalent nowadays, the judgment is expected to have a wide application in relation to the incorporation of clauses and right to claim damages. It is common for clauses in a charterparty to be incorporated into a bill of lading. This judgment serves as a reminder to drafters of charterparty and bill of lading that while the incorporation of clauses seems straightforward, one should always be mindful of any inconsistencies between the two. Moreover, it should be warned that holders of a bill of lading, unlike charterers, are not being protected by insurance premiums paid.

Resold tankers lift first Venezuelan cargoes in six months

China and Vietnam flagged tankers have resumed shipping sanctioned Venezuelan crude oil. Crude oil carriers Xing Ye (IMO 9590058), Yong Le (IMO 9623257) and Thousand Sunny (IMO 9623269), which are all carriers flying the flag of China and previously owned by PetroChina, are among many other tankers known to have been quietly sold during the past six months to anonymous or unknown owners, who then immediately sail them to Venezuela to load crude oil.

Sale and purchase brokers said that Middle East and Chinese buyers were known to pay inflated prices for elderly tankers and the vessels were then later used to undertake sanctions-busting business. These were the latest sanctions evasion technique for circumventing strict US monitoring of crude oil exports from the South American country. The US have already imposed sanctions on Russian traders last year, which were being used to disguise sales to China.

Shipping firm among latest US sanctions targets in Iran

On 5 January 2021, the Department of State and Department of the Treasury of the US imposed sanctions on a subsidiary of the Islamic Republic of Iran Shipping Lines as well as its executive officer as part of a wider designation on firms connected with Iran's metals industry. "The United States is imposing sanctions on 17 companies and one individual in connection with Iran's metals industry," said former Secretary of State Mike Pompeo. "The Iranian regime uses revenue from its metals sector to fund the regime's destabilising activities around the world." The Iran-based Hafez Darya Arya Shipping Company and its principal executive officer Majid Sajdeh have been designated, along with China-based Kaifeng Pingmei New Carbon Materials Technology Co. The two companies allegedly sold and supplied graphite to South Kaveh Steel Co and Arfa Iron and Steel Co, two Iran-based companies which were already included in the Treasury Department's Specially Designated Nationals List.

Separately, it has also designated a number of companies for operating in Iran's steel sector or for owning or controlling companies that operate in Iran's steel sector. Among the others, the UK-based GMI Projects Ltd and China-based World Mining Industry Co were also on the list. Under the sanctions, all property and interests in property of the designated companies that are in the US or in the possession or control of US persons must be blocked and reported to OFAC.

Zhonggu rolls out $700m boxship ordering plan

Zhonggu Logistics, a domestic-focused container shipping company in China, has announced its plan to construct up to 18 panamax boxships. The project is worth a maximum of RMB 4.5 billion (US$693.6m) and includes a dozen 4,600 teu vessels as well as options for no more than six units of the same size. Yan Hai of SWS Securities noted that one of the purposes of the project is to satisfy the country's increasing need for containerising dry bulk shipments such as coal. This transport model is deemed to be cleaner and more efficient to haul energy commodities and raw materials to the inland cities where factories have been shifted to.

SWS Securities further said in a recent report that the relocation of manufacturing bases would spur demand for container-based intermodal logistics. With the improved infrastructure such as railways and river ports, it expected growth of China's domestic box shipping volume to be two percentage higher than the country's growth in gross domestic product for the next decade. Zhonggu said the project will help strengthen its leading position in China's shipping market, increase operational efficiency and reduce costs as well as emissions. If the options are exercised, the new boxships scheduled for delivery in the following two to four years will account for nearly 50% of its existing carrying capacity.

BP imports first regasified LNG cargo in China

BP has delivered the first cargo of regasified liquefied natural gas to customers in China at the Guangdong Dapeng terminal, marking the beginning of one of the first direct supply contracts between a supermajor and customers in China. The 173,000 cu m liquefied natural gas tanker British Sponsor (IMO 9766580) called at Guangdong on 19 January 2021 and offloaded a cargo sourced from the Freeport LNG project in the US by 24 January 2021.

The cargo delivery took place after a year since BP's announcement of the two-year agreement from 2021 with the ENN Group and Foran Energy for the supply pipeline gas to be regasified from LNG. The deal, which called on an international oil company to regasify LNG in China for direct supply to client, was touted as the first of its kind.

Each of the two Chinese clients have committed to take in 300,000 tonnes of pipeline gas per year. BP owns a stake in the Guangdong Dapeng receiving terminal and has access to 600,000 tonnes a year of regasification capacity. BP also has a 20-year contract for 230 trillion British thermal units of liquefaction capacity at Freeport LNG in Texas, US. British Sponsor is one of the six LNG tankers that BP has invested in to export cargoes from the US.

Owner and/or Demise Charterer of the Vessel "Royal Arsenal" v Owner and/or Demise Charterer of the Vessel "Echo Star"

[2020] SGHC 200

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In this case, the issue concerns the correct party to enter appearance as the defendant in an admiralty action *in rem* commenced against a vessel where the defendant was described as the "owners of [X] ship". There was a change of ownership of the said vessel after the incident giving rise to the cause of action of this case and before the writ was served. The Singapore High Court took this opportunity to clarify as to whether the old or the new owners of the vessel is the correct party to enter an appearance.

In April 2019, a collision occurred between the vessel "Royal Arsenal" owned by the Plaintiff and the vessel "Echo Star", which was owned by Sea Dolphin Co., Ltd ("**Sea Dolphin**") and known as "Gas Infinity" (the "**Ship**") at the time of the collision. Subsequently in July 2019, Sea Dolphin sold the Ship to Cepheus Limited ("**Cepheus**") pursuant to a Memorandum of Agreement dated 25 June 2019 entered into between Sea Dolphin and Cepheus upon which Cepheus changed the Ship's name into Echo Star. It was not disputed that Cepheus was in no way involved in the collision.

On 6 November 2019, the Plaintiff commenced proceedings against "the vessel "ECHO STAR"" for damages of the collision and the defendant was named as 'Owner and/or Demise Charterer of the vessel "ECHO STAR" (IMO No. 9134294)'. On 15 November 2019, the lawyers acting for Cepheus filed a Memorandum of Appearance ("**MOA**"), thereby entering appearance for Cepheus as the defendant being the owner of the Ship as described in the writ. Cepheus then furnished security by way of payment into court on 20 December 2019 which allowed the release of the Ship from arrest. In the following month, the same lawyers entered an appearance on behalf of Sea Dolphin and later requested the Plaintiff to consent for:-

1. Cepheus to be granted leave to withdraw its MOA as defendant as it was contended that it was mistakenly filed; and
2. Cepheus to instead be given leave to intervene and enter an appearance as an intervener.

However, the above were refused by the Plaintiff's lawyers and therefore the lawyers of Cepheus applied to the Court and was successful in seeking orders for the above leave sought. Dissatisfied with the trial judge's decision, the Plaintiff appealed.

The principal issues before the Appeal Court were as follows:

1. who was the proper party to enter appearance as the defendant of this case; and
2. whether leave ought to be granted to Cepheus to withdraw its appearance as defendant, and to

intervene this present action.

Is Sea Dolphin or Cepheus the proper defendant?

It would have been a straightforward case if there was no change in ownership of the subject ship, as the owner of the ship in question on the day in which the legal proceedings were commenced (i.e. on the day which the *in rem* writ (the "**Writ**") was issued) would be the proper defendant. However, this case involved the unusual circumstances where the change of ownership took place after the collision and before the Writ was issued.

The Plaintiff contended that Cepheus had rightly entered an appearance as the defendant since it was indeed the owner of the Ship as at the date of issuance of the Writ. The Plaintiff further submitted that Cepheus could simply look to Sea Dolphin for indemnity following its payment of damages into court and that a maritime lien is enforceable even against a bona fide purchaser who was not personally liable for the collision giving rise to the lien, and had no notice of it.

However, the Appeal Court found that it was necessary to consider three aspects in relation to a maritime lien, namely, the procedural, the crystallization and the fault aspects.

Firstly, in relation to the fault aspect, the Appeal Court took the view that it was wrong to have a damage lien which could have the effect of making a subsequent bona fide purchaser of the wrongdoing ship a defendant in the present proceedings. As the present proceedings was commenced by way of an *in rem* writ, if Cepheus did not enter an appearance, any judgment obtained would only be enforceable against the Ship and only the Ship itself. However, as Cepheus had entered an appearance to be the defendant of the case, any judgment obtained could be enforced *in personam* against Cepheus as well. It was thus the Appeal Court's view that it would be absurd to hold a person/company liable for a fault-based claim in circumstances that Cepheus was in no way involved in the collision.

Given the facts of this case, Sea Dolphin was the party at fault as the lien arises due to the fault or negligence of its servants when navigating the Ship. Hence, the Plaintiff, being the injured party, should obtain security for the damage suffered from Sea Dolphin, and to compel it to appear to answer the claim, notwithstanding the subsequent change in ownership of the Ship.

Lastly, the Appeal Court reiterated that a damage lien arises as soon as the collision occurred and crystallizes upon the commencement of the *in rem* proceedings. It was therefore the case that it should be Sea Dolphin which should bear the liability in respect of the collision damage claim as it was the owner of the Ship at the time of the collision.

By reason of the above, the Appeal Court found that the proper defendant should be Sea Dolphin and not Cepheus even though the ownership was changed prior to the issuance of *in rem* writ. Accordingly, the Appeal Court held that Cepheus was plainly a party with an interest in the property under arrest against which an action *in rem* is brought and thus allowed leave be granted for Cepheus to enter an appearance as an intervener instead.

SK Shipping Europe PLC v (3) Capital VLCC 3 Corp and (5) Capital Maritime and Trading Corp (C Challenger)

[2020] EWHC 3448 (Comm)

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This case sheds light on the entitlement of charterers to rescind the charterparty due to misrepresentation when the charterers had themselves affirmed the charterparty by continuing to perform their side of the obligations.

The claimant of the case, SK Shipping Europe (the "**Owners**") decided to charter out its C Challenger (the "**Vessel**") on long term charters in November 2016. For time charters, warranties as to the speed and consumption performance of the vessel are generally provided and circulated to brokers for making offers. Subsequently in December 2016, the third defendant, Capital VLCC (the "**Charterer**") and the Owners negotiated and entered into a two-year time charterparty (the "**Charterparty**") with the fifth defendant, Capital Maritime, being the guarantor of the Charterer's obligations under the Charterparty. The said warranties regarding the Vessel's performance and consumption were contained in a standard form.

The Vessel was delivered in February 2017 which marked the commencement of the Charterparty. However, during the charter period, the Vessel consumed bunkers in the excess of the warranted level in which the Charterer made complaints in about March 2017 but they continued to employ the Vessel thereafter. It was not until September 2017 when the Charterer refused to give further orders to the Vessel and purported to rescind the Charterparty for misrepresentation and/or for repudiatory breach in October 2017. Proceedings were then brought by the Owners claiming damages for breach of the Charterparty.

The Charterer defended the proceedings by alleging that the Owners have fraudulently misrepresented the performance of the Vessel and was thus induced to enter and conclude the Charterparty with the Owners.

One of the core issues before the Court was whether the Charterer had affirmed the Charterparty by conduct.

<u>The Affirmation</u>

Since about mid-February 2017, the Charterer had been made aware of the fact that the Vessel's actual consumption was higher by a significant margin than that warranted. It was also shown in evidence that they had considered the position and had drawn the conclusion that the Vessel's consumption had been misrepresented in the following month, meaning that they had already formed

the knowledge of the misrepresentation as opposed to still being in a state of suspicion as early as in March 2017. The Court further considered that the Charterer had in fact sent an email to the Owners on 13 July 2017 to substantiate its stance and put forth its allegations and its entitlement to rescind the Charterparty. When considering whether there has been an affirmation, the Court will take into account as to whether the innocent party has consistently reserved its right. The Charterer had knowledge of its right to rescind but had demonstrated by conduct an unequivocal choice to keep the contract alive by (1) continuing to use the Vessel by giving orders to the Vessel, (2) periodically deducting from hire and (3) expressly reserved their rights as evidenced in their correspondences and communications with the Owners for approximately 6 to 7 months. Such conducts were wholly inconsistent to the alleged intention of the Charterer to rescind the Charterparty. Thus, the Court held that the Charterer had affirmed the Charterparty by conduct and had lost their right to rescind it.

Grace Ocean Private Limited v COFCO Global Harvest (Zhangjiagang) Trading Co., Ltd., MV "Bulk Poland"

[2020] EWHC 3343 (Comm)

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This case concerns a continuation of an anti-suit injunction granted by the English Court to restrain the proceedings brought in a Chinese Court which was in breach of a London arbitration agreement. The arbitration agreement was expressly incorporated into the bills of lading which was governed by the English law.

The claimants, Grace Ocean (the "**Claimants**"), being a company incorporated in Singapore, were the owners of the vessel "Bulk Poland" (the "Vessel"), and the contract carrier of bulks of Brazilian soya beans to be delivered from Brazil to China (the "**Cargo**") which was evidenced by four bills of lading dated 1 July 2019 (the "*Bills of Lading*"). The respondent, COFCO Global Harvest (the "*Respondent*"), is a Chinese company and was the holder of the original Bills of Lading and the receiver of the Cargo.

The Vessel was subject to three maritime contracts (the charterparties) and the terms of such were incorporated into the Bills of Lading. In particular, one of the charterparties expressly contained clauses indicating that (1) any disputes arising between the parties to the Bills of Lading would be subject to English law, and (2) any arbitral proceedings would take place in London.

On 14 August 2019, the Cargo was discharged at Longkou, China and the Respondent took delivery of the Cargo. However, the Respondent subsequently alleged that the Cargo had suffered from heat damage and threatened to arrest the Vessel. A claim against the Claimants was then lodged by the Respondent before the Qingdao Maritime Court (the "**Chinese Proceedings**"). However, it was the Claimants' case that the Chinese Proceedings were in breach of the arbitration agreement which had been incorporated into the Bills of Lading. An application was made before the English Court by the Claimants seeking for an interim anti-suit injunction to restrain the Respondent from pursuing the Chinese Proceedings, which was granted on 12 October 2020 on a without notice basis.

This judgment was given on the return date hearing in which the English Court laid out the relevant legal principles with regards to interlocutory applications. An applicant seeking for interlocutory reliefs has to show 'to a high degree of probability that its case is right'. If that hurdle is met, it would ordinarily be for the respondent to then prove that there are strong reasons not to grant the injunction.

The Bills of Lading expressly incorporating a charterparty which is governed by English law amounted to an express choice of English law being the law applicable to the Bills of Lading as well. Further, express wordings were used specifically to incorporate the arbitration clauses into the Bills of Lading. As such, the English Court was satisfied that the Bills of Lading contain the English law and arbitration agreement and unless there are good or strong reasons to the contrary, Courts would ordinarily grant an anti-suit injunction. Accordingly, the English Court found that the Respondent was bound by the arbitration clause and thus, lodging the Chinese Proceedings constituted a clear breach of the arbitration clause. As the present situation was one where damages were not an adequate remedy, the anti-suit injunction was continued.

The demise of US-HK International Shipping Agreement – How does it change the rules of the game?

Introduction

On 19 August 2020, the then President Trump of the United State announced the termination of the United States-Hong Kong International Shipping Agreement ("**Shipping Agreement**") as part of his proposed policies under the Executive Order on Hong Kong Normalisation made on 14 July 2020. Subsequently on 20 October 2020, the Department of the Treasury and the Internal Revenue Service of the US further notified the effective date of such termination would fall on 1 January 2021.

What is the Shipping Tax Regime in Hong Kong and United States?

United States

The shipping tax regime in the US is governed by section 887 of the United States Internal Revenue Code ("**Code**"), which imposes on non-resident alien individual or foreign corporation a tax equal to 4% of such individual's or corporation's US source gross transportation income for such taxable year. For voyages to, or from, the US, the "US source gross transportation income" is defined as 50% of all transportation income attributable to transportation ("**Source Gross Transportation Income**"). This is clearly contrasted from voyages which begin and end both in the US, in which all transportation income attributable shall be treated as derived from sources within the US.

On the other hand, if a foreign corporation has a fixed place of business in the US involved in the earning of the Source Gross Transportation Income, and substantially all of the Source Gross Transportation Income is attributable to regularly scheduled transportation, such foreign corporation shall be treated as effectively connected with the conduct of a trade or business in the US. In this regard, the foreign corporation attracts a corporate income tax of 21% instead of the 4% gross transportation income tax.

Hong Kong

Hong Kong adopts a "territorial principle" in its tax regime under which Hong Kong only taxes income sourced from within the jurisdiction. Pertaining to shipping profit tax, the governing provision is section 23B of the Inland Revenue Ordinance ("**IRO**") which stipulates that a profit tax is imposed on a person who is a ship owner or carries on a business of chartering or operating ships in Hong Kong. The IRO further provides that a ship owner is deemed to be carrying on a shipping business in Hong Kong if:

1. the ship-owning business is normally controlled or managed in Hong Kong;
2. the owner of the ship is a company incorporated in Hong Kong; or
3. any ship owner that has its ships calling at any location within the waters of Hong

Kong (save as to circumstance in which the calls are of incidental nature).

The current profits tax rate is set at 16% of the assessable profits, and the assessable profits is computed only on the portion of the corporation's Hong Kong shipping income.

What was the former tax exemption arrangement about?

With the view to reduce the overall tax burden of ship operators of Hong Kong and the US, and to sharpen their international competitive edge, the respective governments exchanged a Diplomatic Note in 1989 (being the Shipping Agreement) and opened the door to the mutual tax exemption regimes as illustrated below.

United States

Section 883(a) of the Code stipulates that gross income derived by a foreign corporation from the international operation of ships or aircraft shall not be included in the gross income of such foreign corporation, and shall be exempt from US taxation, if the country in which the corporation is organized grants an equivalent exemption to US corporations ("**Section 833**").

Pursuant to the Treasury Regulation §1.883, such equivalent exemption can arise from one of the following ways:

1. Domestic Law - a foreign country imposes no tax on income or specifically provides an exemption under domestic law for income derived from the international operation of ships or aircraft.
2. Diplomatic Notes - a foreign country exchanges a diplomatic note, or enter into an agreement, with the US that provides for an equivalent exemption for purposes of section 883.
3. Tax conventions – income tax convention which expresses exemption along with certain qualifying conditions set forth.

Hong Kong ship owners were therefore qualified from tax exemption by virtue of the Shipping Agreement as a form of Diplomatic Notes.

Hong Kong

Hong Kong has amended its legislation and incorporate a reciprocal tax exemption for shipping income. This effectively formulated the current section 23B(4A) of the IRO, which provides that where a person who is deemed to be carrying on a business as an owner of ships in Hong Kong and is simultaneously a resident in any territory outside Hong Kong, and where such territory offers a substantially similar tax exemption, the ship owner shall be regarded as having a reciprocity status. Accordingly, he can benefit from the tax relief in Hong Kong. Currently, Hong Kong has signed bilateral double taxation relief agreements covering shipping income with more than 50 trading partners.

Equally, foreign ship owners from territories that offer tax exemption are entitled to the corresponding regime under Hong Kong law. In the past, US ship owners were entitled to equal

tax treatment pursuant to the bilateral tax arrangement under the Shipping Agreement.

What is the implication of the termination of the Shipping Agreement?

Following the termination of the Shipping Agreement, US shipping corporations may be subject to both Hong Kong and US taxes, being the profits tax of a ship-owner carrying on business in Hong Kong and the corporate profits tax in the US on a worldwide basis (i.e. regardless of where the profits are derived).

As to shipping companies incorporated in Hong Kong, they will no longer qualify for the Section 883 Exemption and thereby would be subject to the 4% of US Transportation tax for voyages to or from the US. Nonetheless, as explained, since Hong Kong advocates for a territory tax system instead of a worldwide system, profits derived from international shipping operations do not usually attract profits tax in Hong Kong if the shipping companies do not carry on business in Hong Kong.

The change of game rules in a trice

Given the short notice period in between the announcement of the Shipping Agreement's termination and the effective date of the same, it is a time to test the adaptability and flexibility of shipping companies in both jurisdictions in terms of mitigating for the increased tax costs. Bearing in mind the inherent global nature of the maritime industry, ship owners and operators should stay vigilant and keep abreast of new updates of cross borders policies and international treaties.

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