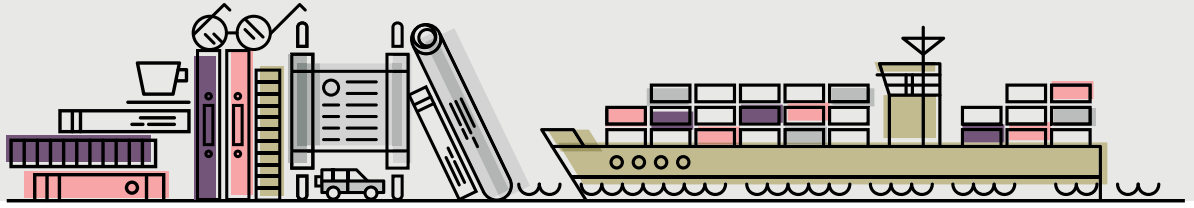


Point 45



Commercial, maritime and arbitration law bullet points from 4-5 Gray's Inn Square

THE CHARTERPARTY TERMS DETERMINE WHICH SUPPORTING DOCUMENTS OWNERS MUST PROVIDE FOR A DEMURRAGE CLAIM

- Where a charterparty provided for demurrage to be calculated by reference to bill of lading quantities, and contained a demurrage time bar requiring provision of “all supporting documents”, Knowles J held that a demurrage claim would be time-barred if Owners failed to provide copies of the bill of lading.
- However, this was held expressly to be “only on the basis of an interpretation of the particular clauses in this case”.

TRICON ENERGY LTD V MTM TRADING LLC [2020] EWHC 700 (Comm) Knowles J, 23 March 2020

Owners voyage chartered the “MTM HONG KONG” to Charterers on an amended Asbatankvoy form, which provided that any incurred demurrage would be pro-rated according to bill of lading quantities; and contained a time-bar clause requiring that demurrage claims by Owners must be in writing and received, together with all supporting documents, within 90 days after completion of discharge of the cargo.

Owners submitted a demurrage claim within the time-bar period, supported by various documents, but not the bills of lading. Charterers claimed Owners had failed to provide all supporting documents within the time period, rendering the claim time-barred. Owners disputed this on the basis that presentation of “essential” documents was required only.

The dispute was submitted to arbitration, the Tribunal upholding Owners’ claim. Charterers applied for and obtained permission to appeal pursuant to s.69 Arbitration Act 1996, which was granted by Popplewell J, the substantive appeal coming before Knowles J.

