

CMHF SPOTLIGHT

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Court Of Appeal Decision On
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The “Giant Ace” – Court Of Appeal Decision On Whether Hague-Visby Rules Time Bar Applies To Post-discharge Misdelivery Case

Case briefing of FIMBank p.l.c. v KCH Shipping Co. Ltd (The “Giant Ace”) [2023] EWCA Civ 569

The Court of Appeal handed down judgment in the “Giant Ace” case, which re-confirmed that the time bar in Article III rule 6 of the Hague-Visby Rules will apply to claims in relation to misdelivery after discharge. For readers’ easier reference, we recap the case background from our 2023.01 issue:

❖ Factual Background

- FIMBank p.l.c. (“FIMBank”) was a financier of a coal cargo loaded on “Giant Ace” and the holder of the bills of lading (“B/L”). The cargo was allegedly misdelivered by the Carrier, KCH Shipping Co. Ltd (“KCH”).
- The bills of lading were on the Congenbill form, subject to Hague-Visby Rules (“HVR”). Clause 2(c) of the bills provided that, “The Carrier shall in no case be responsible for loss and damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel...”.
- FIMBank served a Notice of Arbitration to KCH over a year after the date when the goods should have been delivered, contending that the one-year time bar in Art III r 6 of HVR did not apply to misdelivery after discharge, on the basis that: i) HVR only applied to the carriage of goods by sea, and the period of responsibility ended with the discharge of cargo; and ii) Clause 2(c) of the bills prevented the implication and application of HVR.
- The arbitration tribunal determined that the HVR time bar could apply to claims relating to misdelivery after discharge in principle, and FIMBank’s claim was therefore time-barred.
- FIMBank was granted leave to appeal to Commercial Court, and the Commercial Court upheld the decision of arbitration tribunal. Afterwards, the case sailed to the Court of Appeal.

The “Giant Ace” – Court Of Appeal Decision On Whether Hague-Visby Rules Time Bar Applies To Post-discharge Misdelivery Case (Cont'd)

❖ The Court of Appeal Decision

The Court’s reasoning on the time bar issue in HVR proceeded in two stages:-

- First, on the true construction of the language of the unamended Hague Rules, the Court held that “on balance” was that Article III Rule 6 did not apply to misdelivery after discharge but only in relation to all liability of any kind on the part of the carrier which arose during the Hague Rules period of responsibility, i.e. between shipments and discharge.
- Secondly, the Court found the position was however different under HVR, as the very wide language adopted in the amendment of Article III Rule 6 by the Visby Protocol supported the textual conclusion that “the new rule is intended to apply even in cases outside the sphere of application of Rules”.
- Supporting to the above finding lies in the travaux préparatoires under Article 32 of the Vienna Convention which explain why that text was changed. One of the Court of Appeal judges opined that, “...*In choosing a time limit deliberately expressed ‘in the broadest possible terms’, the drafters plainly intended that the limit should apply to misdelivery even occurring after discharge. It is unlikely in the extreme that they intended the time limit to apply to misdelivery occurring during the voyage or simultaneously with discharge, but not to the typical case of misdelivery occurring after discharge.*” This was especially so when “*it has for many years been common for delivery to take place some time after discharge has been completed*” and “*although misdelivery can occur during the voyage or simultaneously with discharge ... misdelivery after discharge is the paradigm case*”.

The “Giant Ace” – Court Of Appeal Decision On Whether Hague-Visby Rules Time Bar Applies To Post-discharge Misdelivery Case (Cont’d)

❖ Comments

- This is a much-welcomed decision for the Shipowners as the judgment made a clear “bull’s eye” that, absent clear wording suggesting otherwise, the 12-month time bar of HVR applies to misdelivery claims under B/L when delivery takes place after discharge; therefore, Shipowners who issue B/L will be able to benefit from “closing their books” based on the HVR.
- Traders who indemnify carriers against the consequences of discharging without B/L (by issuing letters of indemnity) will likewise take some comfort as they are likely to be absolved from liability to indemnify the carriers for misdelivery, if claims have not been brought within 12 months from delivery.
- Trade finance banks that rely on B/L as security will need to be aware that a 12-month time bar will apply even where cargo is discharged into storage which they consider to be in the custody of the carrier pending ultimate delivery. They should therefore make sure to diarise 12 months from discharge regardless of when “delivery” is intended to take place.

The “Anna Dorothea”: Charterers' Deductions For Off-Hire Made Without Owners' Consent

Case Briefing of Fastfreight Pte Ltd v Bulk Trident Shipping Ltd [2023] EWHC 105 (Comm)

❖ Factual Background And Disputes

- Bulk Trident Shipping Ltd (“Owners”) trip time chartered MV “Anna Dorothea” (the Vessel) to Fastfreight Pte Ltd (the “Charterers”) for carriage of a bulk cargo from East Coast, India to China, under a heavily-amended NYPE 1993 charterparty dated 13th April 2021, with its Clause 11 mentioned that:

“Notwithstanding of the terms and provisions hereof no deductions from hire may be made for any reason under Clause 17 [off-hire clause] or otherwise (whether/ or alleged off-hire underperformance, overconsumption or any other cause whatsoever) without the express written agreement of Owners at Owners’ discretion. Charterers are entitled to deduct value of estimated Bunker on redelivery. Deduction from the hire are never allowed except for estimated bunker on redelivery...”

- On 4th May 2021, the Vessel arrived at the discharge port but failed to berth, as 3 crewmembers had been tested positive for Covid-19 on 1st May 2021. The cargo could not be discharged at that time, and the vessel was not redelivered to Owners until 28th August 2021. Charterers withheld payment of hire during 4th May and 28th August 2021, save for a period of 5 days.
- Owners argued the anti-deduction as agreed in Clause 11 of the charterparty prevented Charterers from deducting or withholding the hire of alleged off-hire period unless it was first agreed by the Owner in writing.
- Charterers insisted that wording “deduction from hire” at Clause 11 meant deduction from hire that is due. As the vessel was actually off-hire, there was no hire accrued, hence Clause 11 could not apply in such circumstance. Charterers also submitted Clause 11 was limited to cross-claims and set-off for overpaid hire.

The “Anna Dorothea”: Charterers' Deductions For Off-Hire Made Without Owners' Consent (Cont'd)

❖ Arbitration Award

The Tribunal awarded owners could get full hire, based on the followings:-

- Commercial parties such as Owners and Charterers would have understood “deduction” to mean simply “withholding payment”.
- Clause 11 should not be limited to the sphere of set-offs or cross-claims, as its wording referred to Clause 17 (off-hire) and to “alleged” off-hire.
- Tribunal held that Clause 11’s wording only permitted Charterers to withhold hire payment subject to the Owner’s express agreement. However, such construction of Clause 11 would not prevent Charterers from ultimately claiming the Vessel was off hire at any particular time.

❖ English High Court (Commercial Court)

Charterers filed an appeal, with main arguments as below:-

- The Tribunal misread the clause as its analysis was based on assumed commercial objectives rather than the wording itself.
- “Deduction” at Clause 11 presupposed that hire was due and so this was in fact an “anti set-off” provision, so construction of Clause 11 shall base on the rule “if set-off is to be excluded by contract, clear and unambiguous language is required” according to case law.
- Charterers relied on The “*Lutetian*” case, where it was held the obligation to pay hire is suspended if a vessel is off hire on the hire due date.

❖ English High Court (Commercial Court)

The Court dismissed the appeal, held that:

- When construing Clause 11 based on usual principles of contractual construction, the Court found restriction in “deduction” applied to any exercises of rights that would otherwise arise by reason of the off-hire provision in the charterparty (Clause 17), instead of being limited to set-off for overpaid hire as alleged by Charterers.
- The wording “alleged off-hire” in Clause 11 connote that whether off-hire was proven or merely alleged, charterers could not deduct from hire without owners’ written agreement. Meanwhile, owners’ discretion whether to agree to an alleged off-hire event was not unfettered, which should be exercised rationally and for a contractually appropriate purpose.
- The “*Lutetian*” case as relied by Charterers should be distinguished in this case, as there was neither an equivalent provision to Clause 11, nor any similar dispute that the vessel was indeed off hire on the relevant dates.

❖ Comments

- The judgment highlights importance of clear and unambiguous language when negotiating and agreeing contractual rights and obligations.
- “Anti-deduction” clauses, becoming increasingly common, would be read to protect Owners’ income from spurious deductions by Charterers.
- With such clauses incorporated, Charterers shall consider carefully before making deductions or withholding hire, which might result in breach of charterparty.
- When entering a charter, if Charterers consider negotiating charterer-friendly provisions, it is advisable to resist the inclusion of such anti-deduction clauses.

Transitional Fuels For Green Shipping: Advantages And Disadvantages

Currently there is no proven source of carbon-neutral or zero-carbon fuel capable of fully servicing shipping industry's energy needs within the coming decade. Thus, transitional fossil-based fuels with reduced carbon content will play a key part in keeping the industry moving at the moment.

The following will depict the advantages and disadvantages of the currently available transitional fuels.

❖ Liquefied Natural Gas (LNG)

Advantages

- Cleaner fuel combustion and less CO₂ emissions when compared with currently available VLSFO and distillate fuels.
- Established supply chain and network of bunkering hubs.
- LNG-powered vessels is forecast to remain directly compliant with EEDI regulations until 2034 – 2039 (dependent on engine types).

LNG fueled vessels can shift to Bio LNG or Synthetic LNG when these options become more commercially viable.

Disadvantages

- Still fossil-fuel based, LNG will likely become non-compliant as the industry looks to move away from fossil-based fuels.

- Higher capital expenditure will be needed as LNG needs to be kept at -162°C to remain in its liquid state.
- Tank / cargo space trade-off, as LNG tanks are approximately 1.8 times the size of conventional MDO tanks.
- LNG suffers from methane slip, a phenomenon where unburned methane from the engine is released as emissions.
- Risk of “standard assets”, i.e. vessels’ economic return may not last as long as expected, if the same vessels were then forced to retrofit to run on scalable zero emissions fuels.

❖ Biofuel

Advantages

- Being more energy-dense than other transitional fuels.
- Biofuel blends are based on existing ISO8217, hence no engine or tank modification is required. The higher market price is therefore off-set to some degree by avoiding modification or refitting.
- Biofuel options also give better results in terms of CII compliance compared with fossil methanol.

Transitional Fuels For Green Shipping: Advantages And Disadvantages (Cont'd)

❖ Biofuel (Cont'd)

Disadvantages

- Feedstock competition may be incurred for biomass with other sectors, such as aviation and road transport who are similarly keen to decarbonise by turning to biofuels. The competition may lead to price rises as demand outstrips supply.
- Ethical impact of cultivating biomass for use as fuel, where the resources (including land) used to grow the biomass could instead be used to grow food.
- Biofuels come with additional certification requirements.

❖ Fossil Methanol

Advantages

- Liquid at ambient temperatures, methanol does not need to be stored at low temperature (like LNG), or pressurised tanks (like LPG).
- It is soluble in water, bio-degradable and naturally occurring in ocean environments. If a spill occurs, the risk is lower than a spill of conventional fuels.

Disadvantages

- Current market availability for green methanol (i.e. methanol not derived from fossil fuels) is very limited, and comprehensive infrastructure for global methanol supply is still some way off.
- Methanol has relatively low energy content, with tanks to be approximately 2.5 times larger to achieve the same energy content. Owners would therefore face a trade-off for cargo space.
- Methanol has low flashpoint and burns with a nearly invisible flame, which would necessitate increased crew training and special fire detectors to be installed on ships.

❖ Liquefied Petroleum Gas (LPG)

Advantages

- LPG offers benefits of up to a 15% reduction in carbon emissions, and it is non-toxic and non-harmful to water.
- LPG is easier to liquefy at -42°C , therefore easier and less expensive to store as a bunker fuel compared to LNG.
- LPG tanks are capable of storing ammonia, meaning that the vessel might be the closest to being ammonia-ready, when the technology is available.

❖ Liquefied Petroleum Gas (LPG) (Cont'd)

Disadvantages

- Currently only used on LPG carriers, 4-stroke engines for marine use are not yet commercially available.
- The risks arise due to LPG's extremely flammable nature.
- LPG needs fuel tanks which are 1.5 times bigger than conventional MGO tanks.

❖ Conclusion

Transitional fuels will generally have a lower energy density than conventional fuel oil, meaning that shipping industry is confronted by challenges such as trade-off between cargo and tank space, higher frequency of bunkering operation, and vessel fuel tank design renovation.

Another realistic issue is that, transitional fuel is a temporary solution before technological and commercial readiness of future green fuels. The economic return of modification or refitting of the vessels for transitional fuel may not last as long, as the compliance to emission is scalable and vessels are then required to retrofit for the zero emission fuels.

Decarbonization of this industry will also require cross-industry collaboration, clarity on regulatory framework under which new fuels will operate and technological advancement. For this, industry stakeholders are keeping an eye on the outcome of MEPC 80 in July this year.

Loss Prevention : Fire In Cargo Hold Caused By Hot Works On Board

It happens from time to time that the hot works onboard cause fire in cargo hold. The most common situation is when shore workers are contracted to cut or weld stoppers, D-rings, or other lashing points on weather deck or tween deck of the vessel, whilst the vessel failed to arrange proper fire watch to extinguish fire in timely manner. Belated fire watch actions may result in severe damage to entire cargo by either fire or the water used for put off the fire.

Below are a few simple preventive measures to avoid a fire caused by hot works:-

- The crew and the shore contractors should together conduct careful inspection on the area prior to any hot work being carried out.
- If the hot works will be performed on weather deck or tween deck, the cargo beneath should be protected from sparks that may fall through gaps between pontoons of the hatch cover.
- Firefighting equipment should be deployed at the place of hot work and in lower compartments.
- Ensure permission or other requirements from local authorities are cleared before commencement of hot work.

- The vessel's Hot Work Permits form to be filled in by the Chief Officer before hot work starts.
- A fire watch with VHF radio should be posted at the place of hot work and the lower compartment.
- Ensure continuous ventilation of all enclosed areas to maintain healthy atmosphere inside as heavy smoke can be produced during hot work and may penetrate the lower cargo compartments. Atmosphere testing should be performed frequently by trained crew members.
- If a charterer is the carrier under the bills of lading, the charterer's supercargo should be requested to check with the crew if all preventative measures are in place and Hot Work Permit has been granted in advance.
- Once hot work is completed, the work area should be monitored for at least 30 minutes or until risk of fire no longer exists. The ship's Hot Work Permit should contain information about completion of hot work and demobilisation of fire watches.



Market Snapshot

IEA Forecast Another Tanker Trade Overhaul On Horizon

- The International Energy Agency (IEA) expected crude and product trade flows to expand in the medium term, with the Atlantic Basin, excluding Russia, experiencing a surplus increase as production rises in the US, Brazil and Guyana.
- It was estimated that the demand growth in Asia would by far outpace the increased crude supplies from the Middle East by 2028, when a rise of 4.8 million barrels per day can be expected.
- With global crude production and exports on the rise, it is said China would account for one-third of worldwide traded volumes by 2028, and India would account for another 17%.
- IEA forecast that global oil demand would rise by 6% between 2022 and 2028 and peak before the end of this decade, as the countries and industries are speeding up the process of moving away from fossil fuels, which was driven by high prices and Russia Ukraine war.

Mariners Step In To Support UN Mission To Prevent Catastrophic Yemen Oil Spill

- Moored off Yemen's Red Sea Coast, the FSO "Safer" is a supertanker in advanced state of decay and it contained an estimated 1.14 million barrels of crude oil which, if leaked, can lead to the 5th largest oil spill from a tanker in history.
- UN engaged SMIT Salvage this April to carry out a plan to transfer the oil. SMIT workers boarded the FSO at the beginning of June for an onsite inspection to ensure it is safe for operation. Afterwards, the oil will be transferred into a UN-purchased VLCC "Nautica".
- The London insurance market has backed an innovative marine insurance placement of a joint cargo, hull and liability coverage to support the mission of oil transferring. The insurance is led by AXA XL, with numerous London insurers and Lloyd's syndicates providing capacity.
- Market appreciated the completion of this complex coverage highlighted the concentration of underwriting expertise and risk appetite in the London market, which is a tangible example of ESG underwriting.

Oil Supertanker Rates Surge As Cargoes From Mid-East Climb

- Earnings for giant crude supertankers in spot market posted their second-largest daily gain in Mid-June since 2020, as the number of cargoes jumped from the Middle East.
- The hike in rates and cargoes was a surprise to the market as several producer nations including Saudi Arabia, the United Arab Emirates and Kuwait previously pledged to cut output.
- The number of cargoes booked in June from the Middle East has risen above 150, the highest tally since 2023.
- There are a few bullish forces: A monsoon in India has brought disruption to the country's top oil port, potentially meaning vessels would not get back to the Persian Gulf as expected; also, strong demand to export from the US and Brazil in recent months has also restricted the number of supertankers available in the Middle East.

Cruise Ships Polluted More Than All The Cars Circulating In Key European Port Cities

- A study shows the air pollutants from cruise ships are back to pre-pandemic levels and caused air pollution to Europe's port cities.
- Despite the introduction of the UN shipping body's sulfur cap in 2020, last year Europe's 218 cruise ships emitted as much sulfur oxides (SOx) as 1 billion cars.
- Barcelona was Europe's most polluted port in 2022, followed by Civitavecchia, Piraeus, Palma Mallorca, Hamburg, Southampton and Marseille.
- The port of Venice was ranked as the most-polluted port city in Europe dating back to 2019, but saw air pollutants from cruise ships fell by 80% following the city's ban on large cruise ships since 2021. In 2022, Venice ranked 41st place regarding air pollution in European port cities.
- The study shows the most polluting ship operator was MSC Cruises whose ships emitted nearly as much SOx as all the passenger vehicles in Europe. Now cruise operators including MSC are investing in LNG as cleaner alternative. Insofar this year, more than 40% cruise ships ordered were LNG powered.

Brazil To Enforce New Seafarer Immigration Requirements

- Effective from 1st May 2023, Brazilian immigration authority only accepts Identity Documents (SID) issued in accordance with the International Labor Organization (ILO) Convention 185 (C185) as valid travel documents for foreign seafarers.
- ILO C185 came into force after 2019. However, the Brazilian authority continued to accept SIDs issued under ILO C108 till 30th April 2023 for movement of crewmembers due to the COVID-19 pandemic and in response to an ILO resolution on maritime labor issues.
- P&I Clubs have recently seen increased instances of fines imposed by Brazilian authority against carriers in foreign seafarers not holding recognized Seafarer Identity Documents.
- Where a seafarer does not hold a SID or valid visa as required, the Brazilian immigration authorities can impose a fine against the seafarer (from BRL 100 to BRL 10,000) and carrier (from BRL 1,000 to BRL 1 million) for violating regulations.
- Brazil has bilateral trade agreements with some countries that provide for visa requirements exemptions for seafarers. China has not ratified the ILO C185 but signed a Maritime Transport Agreement with Brazil (Decree 85,314/1980), which applies to vessels flying the respective countries' flags, or ships chartered to Brazilian or Chinese companies.

Eternal Bliss – The Final Word On Demurrage?

- The case of the “Eternal Bliss” [2022] 1 Lloyd’s Rep 22 has settled ahead of an appeal hearing in the Supreme Court in June, such that the 2022 Court of Appeal decision stands.
- The factual ground of the case is that the vessel “Eternal Bliss”, under voyage charter, had been delayed due to port congestion, and consequently cargoes became mouldy and caked. Owners settled the cargo interests’ claim and seek recovery from charterers.
- The Commercial Court once held that demurrage was not Owners’ exclusive remedy and supported owners’ claim for cargo damages, which was appealed by Charterers and overruled by the Court of Appeal.
- The Court of Appeal concluded that demurrage liquidated all of Owner’ damages which arise from Charterers’ failure to conduct cargo operations within the time agreed in the charterparty; if Owners wish to claim other damages, different to the loss of use of the vessel, then a separate breach of the charterparty will need to be identified.

EU Agrees Emissions Trading System For Shipping

- The European Union Council and Parliament have agreed amendments to include shipping in the EU Emissions Trading System (EU-ETS) from 1st January 2024, with the deadline for surrendering allowances (EUA) extended to 30 September each year regarding its emissions for the proceeding calendar year.
- Such allowances and their surrendering will apply to voyages as follows:
 - ❑ 100% of emissions from ships at berth in an EU port or performing voyages between EU ports;
 - ❑ 50% of the emissions from ships performing voyages departing from an EU port and arriving at a non-EU port, or departing from a non-EU port and arriving at an EU port
- Shipping companies should surrender allowances complying with the schedule that: 40% of verified emissions reported for 2024, followed by 70% of verified emissions reported for 2025, and 100% of verified emissions reported for 2026, and each year thereafter.
- EU Member States shall take the necessary measures to ensure that when the ultimate responsibility for the purchase of the fuel and/or the operation of the ship is assumed by a different entity than the shipping company pursuant to a contractual arrangement (e.g., charterer), the shipping company is entitled to reimbursement from that entity for the costs arising from the surrender of allowances. How this will be enforced by EU Member States remains to be seen and, therefore, it would be preferable for express provision to be included in a charterparty clearly allocating liability for cost (and provision) of allowances.



The Shipping Industry's Growing Interest In Methanol Bunkering

Interest in methanol as an alternative fuel for bunkering has grown in the shipping industry. Below is a list of key upcoming methanol bunkering-related projects by different companies and ports:

❖ Shipping Company

- A.P. Moller-Maersk has ordered 19 methanol-enabled ships to work towards a goal of transporting 25% of its ocean cargo using green fuels by 2030.
- CMA CGM has ordered at least 18 methanol-fueled vessels with China State Shipbuilding Corporation, among the orders, 6 container ships are planned to deliver in 2025.
- COSCO Shipping Holdings ordered 12 methanol-fueled container ships which worth nearly USD2.9 billion last October. This April, the company added 4 more boxships to be built in Yangzhou.
- Nine 9,000-TEU dual-fueled ships will be delivered to HMM between 2025 and 2026.
- STENA BULK has partnered with methanol producer Proman and completed its first U.S. Gulf Coast barge-to-ship methanol bunkering at Houston Port in April.

❖ Ports

- China: COSCO, CMA CGM and Shanghai International Port Group (SIPG) inked a memorandum of understanding (MoU) in April to supply and deliver green methanol fuel at major ports in China.
- Singapore: The first methanol bunkering pilot at Singapore's bunkering hub will be conducted by Maersk Oil Trading, Mitsui & Co, Mitsui & Co Energy Trading Singapore, and American Bureau of Shipping in the third quarter of 2023.
- Australia: Melbourne port signed a MoU with Maersk, Svitzer Australia, CMA-CGM subsidiary ANL, Stolthaven Terminals, as well as HAMR Energy and ABEL Energy, to explore commercial feasibility of establishing a green methanol bunkering hub.
- Sweden: The port of Gothenburg completed the world's first ship-to-ship methanol bunkering on the world's first methanol-powered ferry and will team up with Inter Terminals Sweden (ITS) to develop a methanol storage facility by end-2023.
- Egypt: Alexandria National Refining and Petrochemicals (ANRPC) signed a USD450 million agreement in May with Norway's Scatec SCATC.OL to produce Egypt's first green methanol.

Seafarer Labour Markets Became Particularly Tight

- A research on global shipping manning shows the officer supply shortfall has reached a record high which leads to manning cost inflation.
- 2023 has witnessed officer availability gap widening to about 9% of the global pool, being the highest level among 17 years; meanwhile, market sources also predict that such deficit levels would remain during 2023-2028 due to limited new seafarer supply.
- Starting from 2020, Covid-19 has not only impacted crew training, but also affected overall appeal of working condition at sea, since crewmembers were frequently stuck onboard, or being left in dire conditions.
- Challenges have also been brought by the Russia-Ukraine war, with numbers of experienced crew returning home to join the military. It is expected that the number of new seafarers from Russia and Ukraine will remain limited for a while.
- As per market voices, while vessel manning will be challenging over the next few years, the accelerating growth of the global deep sea vessel fleet will make the situation even more difficult.

Dry Bulk Market In June: A Mixed Bag

- Dry bulk rates experienced slight decrease in June. Pacific markets continued to face sluggish conditions and limited enquiry. The same was experienced in Atlantic markets. In contrast, North Atlantic saw a modest increase of enquiry levels, leading to improved fixture overall.
- Panamax sector encountered a steady rise in 2nd half of June following a few weeks of falls. Indonesia coal demand appeared to be the main driver for the Pacific market.
- Ultramax and Supramax sector has also been driven by Asia market, which saw better levels of fresh enquiry and tightening of tonnage availability in most areas.
- Handysize sector continued to be under pressure with decreased rates and limited fresh enquiry.
- Market sources are concerned that the current subdued condition in bulk market are showing signs of being overextended to reach a peak.

Happy Reading, See You In July!

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Acknowledgments

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