

Maritime law in 2025: a review of developments in case law

By Dr Johanna Hjalmarsson,
Dr Meixian Song and Xiaofei Yue



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Please contact us: +44 (0)20 7509 6499 (EMEA); +65 6028 3988 (APAC) or email customersuccess@lloydslistintelligence.com

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Author profiles

Dr Johanna Hjalmarsson

Lloyd's List Intelligence Associate Professor in Maritime and Commercial Law, Institute of Maritime Law, Southampton Law School, University of Southampton

Johanna has been at the University of Southampton since completing her LLM in Maritime Law in 2004, initially as a researcher with the Institute of Maritime Law and since 2006 on a research position supported by Lloyd's List Intelligence. She completed her PhD thesis on fraudulent insurance claims in 2016.

Before joining Southampton, Johanna served as a junior judge in Sweden and spent several years with the United Nations International Drug Control Programme and the Office of the High Representative in Bosnia and Herzegovina.

Johanna's research covers maritime and commercial law, insurance law and dispute resolution with publications in *Lloyd's Maritime and Commercial Law Quarterly*, *Journal of International Maritime Law*, *Civil Justice Quarterly* and *International Journal of Evidence and Proof*, and edited collections including *Modern Law of Marine Insurance Volume V*. She is co-editor of *Lloyd's Law Reports* and *Lloyd's Law Reporter*, and edits *The Ratification of Maritime Conventions*. She co-edited the two books *Maritime Law in China* and *Insurance Law in China* and co-authored the *Compendium of Insurance Law* and two editions of *Singapore Arbitration Legislation* with Professor Robert Merkin KC.

At Southampton, she teaches shipping and insurance-related modules and received the Vice-Chancellor's Award for Excellence in Teaching in 2009 and the Vice-Chancellor's Award in 2011.



Dr Meixian Song

Senior Lloyd's List Intelligence Enterprise Fellow, Institute of Maritime Law, University of Southampton

Meixian is Senior Lloyd's List Intelligence Enterprise Fellow at University of Southampton and the editor of *Lloyd's Shipping and Trade Law* since April 2022. She also holds an academic position at Shanghai Maritime University.

Meixian's academic research is in maritime and commercial law, including marine insurance law, carriage of goods by sea and insurance law. She has recently published articles in *Lloyd's Maritime and Commercial Law Quarterly*, *Journal of Business Law*, *British Insurance Law Association Journal* and *Legal Studies*. Her latest monograph, *Causation in Insurance Contract Law*, 2nd Edition, was published in February 2024 with Informa Law from Routledge.



Xiaofei Yue

Institute of Maritime Law, Southampton Law School, University of Southampton

Xiaofei Yue has been a PhD candidate at the Institute of Maritime Law, University of Southampton since September 2024. Before her PhD research, she completed an LLB degree from Dalian Maritime University (China) and an LLM degree in maritime law from Swansea University. During her LLM, Xiaofei completed courses on charterparties, marine insurance law, and international commercial law.

Xiaofei's current academic research is in maritime law, focusing on the liability regime for autonomous vessels, and related to charterparty and marine insurance law.





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By Dr Johanna Hjalmarsson, Dr Meixian Song and Xiaofei Yue
Institute of Maritime Law, Southampton Law School, University of Southampton

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Introduction

Among several important cases from 2025, *King Crude Carriers SA and Others v Ridgebury November LLC and Others*¹ decided the short point of whether “the principle in *Mackay v Dick*”² is part of English law. Previous iterations of this work have noted that it was not,³ and that it was.⁴ The Supreme Court in its final say decided that it was not.

The dramatic explosion on board MSC *Flaminia* and its consequences also reached the Supreme Court in *MSC Mediterranean Shipping Co SA v Conti 11 Container Schiffahrts-GmbH & Co KG MS*.⁵ The court concluded that the charterer could limit liability for claims by the shipowner, where the shipowner had themselves originally suffered the loss. While it was previously well established that the charterer could not limit liability for the loss of the ship, this concerned other losses incurred by the shipowner such as for discharging and decontaminating cargo. The charterer could limit liability for these.

In a trickle of cases interpreting the Insurance Act 2015, we note *Delos Shipholding SA and Others v Allianz Global Corporate and Specialty SE and Others*⁶ which interpreted the “knowledge” provisions in section 4 of the Act. A director was not part of the senior management where he was not for practical purposes actually involved in the ship management. The Singapore High Court in *Oversea-Chinese Banking Corporation Ltd v Argoglobal Underwriting Asia Pacific Pte Ltd and Others*⁷ considered various aspects of the Insurance Act, not least the meaning of “terms defining the risk as a whole” in section 11(1); the demarcation between risk defining and risk mitigating clauses in the Act.

¹ [2025] UKSC 39; [2025] 2 Lloyd’s Rep 560.

² (1881) 6 App Cas 251.

³ “Maritime law in 2023: a review of developments in case law”, available on i-law.com.

⁴ “Maritime law in 2024: a review of developments in case law”, available on i-law.com.

⁵ [2025] UKSC 14; [2025] 2 Lloyd’s Rep 150.

⁶ [2025] EWCA Civ 1019; [2025] 2 Lloyd’s Rep 117.

⁷ [2025] SGHC 82; [2026] 1 Lloyd’s Rep 25.

Shipping contracts

In this section, we review a number of cases concerned with various contracts characteristic to the sale and carriage of goods. Cases related to bills of lading are examined, as well as the various forms of charterparties.

Bills of lading

There were several decisions on bills of lading in 2025. Two concerned the priority between the Hague and Hague-Visby Rules and other contract terms. A further two focused on the interpretation of the Hague Rules. One decision arose from a dispute concerning the validity of the indorsement and delivery of the bills. Some arose out of summary judgment applications.

Arising out of the long shadow of litigation cast by the HLT insolvency, *Winson Oil Trading Pte Ltd v United Overseas Bank Ltd (The Maersk Katalin)*⁸ concerned a cargo of petroleum where a letter of credit bank claimed to be the lawful holder of the bills of lading. On appeal, the argument focused on the validity of the indorsement and delivery of the bills.

The plaintiff bank UOB claimed as holder of bills of lading against the defendant shipowner, Maersk, for the misdelivery of a cargo of gasoil sold to Hin Leong (HL) by Winson Oil Trading Pte Ltd.

The cargo was in four parcels corresponding to four bills of lading, purchased by Winson from different buyers but all sold to HL which had subsequently gone into insolvent liquidation. Delivery was to be ex ship and payment by

⁸ [2025] SGCA 42.

irrevocable letter of credit within 30 days of ship's notice of readiness. Winson voyage-chartered the vessel *Maersk Princess* for the carriage. UOB as issuing bank under letters of credit became interested in two of the bills of lading.

Winson's instructions to Maersk were to discharge to HL without presentation of the bills of lading in return for indemnities. Immediately following discharge and delivery, HL applied to UOB for a letter of credit. Although this was after discharge, HL pledged any bills of lading subsequently deposited with the bank as security. The letter of credit provided that if original documents were unavailable, payment could take place against a commercial invoice and letter of indemnity, which is what Winson obtained.

Following HL's insolvency in April 2020, UOB sought to recover the bills of lading. Once Winson had obtained them, they endorsed them via their bank to UOB, which obtained them on 15 July 2020.

In February 2021 UOB sought delivery of the cargo from Maersk. A writ was served in May 2021. Winson was granted leave to intervene.

UOB claimed against Maersk for damages for breach of contract namely misdelivery alternatively based on negligence, bailment or conversion. Maersk offered defences based on the terms of the charterparty, consent to delivery, a challenge to UOB's rights of suit or causation.

At first instance⁹ the judge held that UOB's claim for misdelivery against Maersk succeeded.

Maersk appealed, contending that the judge had erred in finding that Maersk had caused the bank's loss, and on the quantum of damages. Instead HL's failure to pay had been causative, because UOB had not looked to the bills of lading as security. Damages should be calculated based on the notional sale price, not the replacement value, and there had been double recovery, some sums having been recovered from HL.

The Court of Appeal noted that the appeal was to be approached on the footing that Winson had validly indorsed and delivered the bills to UOB; that UOB was a holder of the bills in good faith; that UOB did not consent

to the discharge of the cargo without the presentation of the bills; and that the bills were not shams and therefore were intended to confer the legal rights that they purported to confer.

The question was therefore what rights UOB would have acquired as a good faith holder and indorsee of the valid bills. The answer of the Court of Appeal to that question was that its rights were those of a lawful holder of the bills of lading. UOB's subjective intentions as to whether it regarded the bills as security were immaterial, because the nature and effect of the bills was what it was by operation of law.

As for quantum, where there was a readily available market for the cargo, it did not matter if the question of market value was approached from the point of view of a notional seller or a notional buyer. The market value of a good was a matter of agreement between buyer and seller.

Where the relevant market value was that of 28 to 29 February 2020, and there were no Platt's benchmark prices for 29 February, a Saturday, the judge had not erred in using the price for 28 February and 2 March to calculate the market value.

Where there was a readily available market for the cargo, it did not matter if the question of market value was approached from the point of view of a notional seller or a notional buyer. The market value of a good was a matter of agreement between buyer and seller

There was to be no credit for sums recovered from HL where UOB had a general right of set off and this was *res inter alios acta*.

The next case, *Tanga Pharmaceuticals Plastics Ltd and Others v Emirates Shipping Line FZE*,¹⁰ focused on the relationship between the Hague Rules and contract

⁹ *United Overseas Bank Ltd v Owner and/or Demise Charterer of the Vessel "Maersk Katalin"* [2024] SGHC 282; [2026] 1 Lloyd's Rep 18.

¹⁰ [2025] EWHC 368 (Comm).

terms. Was the contract clause null and void as a result of the incorporation of the Hague Rules?

The claimant was the cargo interest in respect of 548 containers and their contents shipped on board MV *Alion* from India and Saudi Arabia to Mombasa under bills of lading issued by the defendant as time charterer.

The Hague Rules applied to the bills of lading as a matter of contract. This includes article III rule 8 which reads:

“8. Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to, or in connexion with, goods arising from negligence, fault, or failure in the duties and obligations provided in this Article or lessening such liability otherwise than as provided in this Convention, shall be null and void and of no effect. A benefit of insurance in favour of the carrier or similar clause shall be deemed to be a clause relieving the carrier from liability.” (Emphasis added.)

The bills contained a clause 18 providing that:

“charges or expenses or any claim other than for loss or damage to Goods must be submitted fully documented to the Carrier or its agent in writing within 20 days from the day when the Goods were or should have been delivered.”

The bills also contained a one-year time bar providing that: *“Suit shall not be considered to have been brought within time specified unless process shall have been actually served ...”*.

The vessel grounded in the Arabian Sea and salvage services were provided, following which general average was declared. Claimants and defendants both settled with the salvors. Claimants then notified the defendant of a claim under the bills of lading for indemnity in respect of the salvage and particular average. The defendant granted extensions of time, on condition that the claim was not already time barred.

The defendant sought summary judgment on the basis that the claim was time-barred by clause 18, which required claims to be submitted within 20 days. The question before the judge was which should prevail, the Hague Rules or clause 18.

Bright J rejected the application for summary judgment, holding that clause 18 did not prevail over the Hague Rules. The incorporating clause, clause 2, was a clause paramount and the meaning of such clauses was to

override inconsistent provisions in the contract. If the parties had intended clause 18 to prevail, they could have omitted article III rule 8, as they had done with article IX. The 20-day claim provision was null and void, but in any case the indemnity for salvage was, following the reasoning in *Trafigura Pte Ltd v TKK Shipping Pte Ltd (The Thorco Lineage)*¹¹ to be regarded as a claim for loss of or damage to goods.

The service provision was inconsistent with the English law and jurisdiction clause. Clear words were needed to forego valuable contractual rights, per *RTI Ltd v MUR Shipping BV*.¹²

It may be observed that the Hague Rules here had precisely their originally intended effect of striking out overly harsh clauses designed to release the carrier from liability.

*MSC Mediterranean Shipping Co SA and Others v Interglobal Technologies Ltd and Others*¹³ concerned an anti-suit injunction with the complication that the jurisdiction clause in the bills of lading was said to be void under Nigerian law. The claimants had obtained an anti-suit injunction in December 2024.¹⁴ This was Bryan J’s decision upon the return date.

The defendant shippers and consignees had sued the claimant MSC entities in Nigeria under contracts for the carriage of containers by the claimant from Nigeria to China. MSC said that the contracts were subject to bills of lading containing exclusive English jurisdiction clauses. The claimants and defendants sought the continuance and discharge respectively of the anti-suit injunction. The defendants’ grounds were that they were not bound by the bills of lading; that the jurisdiction clause was void under Nigerian law; that claimants had submitted to Nigerian jurisdiction; and that claimants had failed in their disclosure duties in obtaining the anti-suit injunction. The claimants pointed out that defendants themselves had relied on the bill of lading contract before the Nigerian court.

Bryan J dismissed the defendants’ application to set aside the anti-suit injunction. The bills of lading included the MSC terms and the exclusive jurisdiction clause and the defendants were bound thereby. The defendants had themselves relied on breach of the bill of lading contracts before the Nigerian courts, and the MSC terms were on MSC’s website and printed on the reverse.

¹¹ [2023] EWHC 26 (Comm); [2023] 2 Lloyd’s Rep 338.

¹² [2024] UKSC 18; [2024] 1 Lloyd’s Rep 621.

¹³ [2025] EWHC 1464 (Comm).

¹⁴ *Ibid.*, at para 1.

The defendant consignee was by virtue of the Carriage of Goods by Sea Act 1992 (COGSA), sections 2 and 3, bound by the terms of the bills of lading, including the jurisdiction clause, by virtue of taking delivery of the goods and claiming under the bills of lading in Nigeria. If it were the case that the contract was to be found in the telex release letters permitting release of the cargo to the consignee rather than in the bills of lading, then the MSC terms were incorporated in those telex release letters.

Sections 2 and 3 of COGSA did not require the consignee to have specific notice of the contract terms. The sections merely provided that the consignee would become a party “as if” it had been a party to the original contract. In any case, the defendant consignees had received adequate notice of the terms. The front of the bills of lading were marked “terms continued on reverse” and there was specific reference on the front to terms on MSC’s website, including a URL.

MSC’s appearances before the Nigerian court had been conditional. It was on the evidence wrong as a matter of Nigerian law and in any case irrelevant as a matter of English law if the opportunity to challenge jurisdiction had lapsed.

The claimants’ alleged failure to give full and frank disclosure pertained to the telex release letters, Nigerian law and procedure and to the claimants’ participation in the Nigerian proceedings. These matters were not material to the process by which a consignee became bound by the terms of the bill of lading.

In circumstances where the defendants had brought further proceedings in the Nigerian court and appeared to have discontinued them purely for tactical reasons, the claimants’ application for an anti-anti suit injunction would be granted. There was a very real risk that the defendants would take further steps to obtain injunctive relief in Nigeria.

Bareboat charters

The three judgments concerning bareboat charters handed down in 2025 all concerned the transfer of title in the chartered vessels from owners to bareboat charterers. All three transactions concerned bareboat charters in the nature of financing.

In the appeal of *Songa Product and Chemical Tankers III AS v Kairos Shipping II LLC*¹⁵ the dispute concerned

the repossession of the vessel. Was the bankruptcy of the shipyard an event of default resulting in the early termination of the charterparty? Was the owner entitled to repossess the vessel at any location, or did the bareboat charterparty terms restrict the location?

Songa was the bareboat charterer of the tanker *Songa Pride* under a charterparty with the Croatian shipyard that had built it, novated to a Marshall Islands SPV with the shipyard as guarantor. The vessel was delivered into the charter in 2016. In 2020 the shipyard entered bankruptcy which charterers said was an event of default under clause 28, entitling them to terminate, which they did.

In *The Songa Pride* the dispute concerned the repossession of the vessel. Was the bankruptcy of the shipyard an event of default resulting in the early termination of the charterparty? Was the owner entitled to repossess the vessel at any location, or did the bareboat charterparty terms restrict the location?

The charterparty was on BARECON 2001 terms and clause 29 provided that in the event of early termination:

“the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance or interference by the Charterers, courts or local authorities”

and that the charterer was to hold the vessel as gratuitous bailee pending physical repossession.

Owners argued that this entitled them to specify the location of redelivery. They specified that the vessel was to be redelivered to Trogir in Croatia. Under protest, charterers sailed the vessel from California but then had it arrested in Gibraltar. Owners provided security and took possession in January 2022 and shortly thereafter, charterers commenced arbitration. They sought damages for the owners’ failure to take possession of the vessel in California or as gratuitous bailee for the voyage to Gibraltar.

¹⁵ [2025] EWCA Civ 1227; [2026] 1 Lloyd’s Rep 100.

Owners counterclaimed for lost hire, arguing that charterers had not been entitled to terminate and that the expenses were caused by their failure to redeliver.

The LMAA tribunal found that the termination was valid, and that charterers had to redeliver the vessel at a location convenient to owners, as long as it was not an irrational or arbitrary location.

At first instance HHJ Pelling KC allowed charterers' appeal. On appeal to the Court of Appeal, owners' appeal was dismissed. The Court of Appeal held that the legal and commercial nature of a bareboat charterparty did not justify reading clause 29 generally in a manner favourable to owners. The same repossession scheme applied to defaults by either party, whichever of them was at fault. Rather, the owner's duty to repossess the vessel as soon as reasonably practicable was the quid pro quo for charterers' role as gratuitous bailee and designed to relieve them of the associated burdens. On that construction of clause 29, the words "or at a port or place convenient to them" could not involve an obligation for charterers to incur the up-front cost of sailing the vessel to a distant port, when it was already at a safe port.

Time charters

Among this year's time charterparty cases, no two were alike. In any given year, there are off-hire clause cases. In 2025 cases also concerned the BIMCO Infectious Disease clause, damages for late redelivery, jurisdiction and indemnity.

An aside by Lord Hoffmann in *The Achilles*¹⁶ regarding the measure of damages was carefully dissected in the appeal of *Skyros Maritime Corporation and Another v Hapag-Lloyd AG (The Skyros and Agios Minas)*.¹⁷ The two vessels had been sold but were redelivered late at the end of their time charters. The charterer paid for the overrun periods of two and seven days respectively, as provided in

¹⁶ *Transfield Shipping Inc v Mercator Shipping Inc (The Achilles)* [2008] UKHL 48; [2008] 2 Lloyd's Rep 275.

¹⁷ [2025] EWCA Civ 1529.

the charterparties. The market rate in the overrun period was much higher than the charter rate. Could the owner claim substantive or only nominal damages, disregarding the sale of the vessels?

Owners were not in any event going to place the vessels under new charterparties, because of the agreed sales. They had committed to delivering the vessels to their new owners immediately upon redelivery.

The owners sought the difference between the market rate and the charter rate. The charterers contended that the owners would not in any case have chartered the vessels and had made no loss. The owners retorted that the sale of the vessels must be disregarded.

An arbitration tribunal accepted all of the owners' arguments. Owners were entitled to a quantum meruit or user damages. Upon charterers' appeal under section 69 of the Arbitration Act 1996, Bright J held that the owners were entitled only to nominal damages.¹⁸ Owners appealed on two questions of law, namely whether owners were entitled to recover user damages; and whether damages should be assessed disregarding the sale of the vessels.

The Court of Appeal, led by Males LJ, allowed the appeal. Directing himself on the law, Males LJ noted that it was well established that where a vessel was redelivered late under a time charterparty, the owner was entitled to damages in respect of the overrun period consisting of the difference between the market rate and the charter rate.

However, there was no suggestion in any of the authorities or textbooks that the owner's entitlement to recover damages depended or should depend on whether the owner would in fact have entered the market to conclude a new fixture on the latest date when the vessel ought to have been redelivered. The late redelivery meant that the owner had lost the opportunity to conclude a new fixture at the market rate, but whether it would or could in fact have done so was a collateral matter disregarded by the law for the purpose of assessing damages. The owner was entitled to damages on the ordinary compensatory principle.

¹⁸ [2024] EWHC 3139 (Comm); [2025] 2 Lloyd's Rep 260.

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