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Contents

1. Maritime Finance: Legal Incentives for Maritime Finance Entities and Projects	p.3	4. Carriage of Goods by Sea Claims	p.7
1.1 Draft of Maritime Finance Law	p.3	4.1 Carriage of Goods	p.7
1.2 Maritime Finance Entity	p.3	4.2 Rules Applicable to Cargo Claims	p.7
1.3 Entities Subject to Maritime Finance	p.3	4.3 Scope of Rules	p.7
1.4 Maritime Finance Projects	p.3	4.4 Bill of Lading Evidence	p.7
1.5 Maritime Projects' Eligibility for Incentives	p.3	4.5 Contracting Parties	p.7
1.6 Fiscal Incentives	p.3	4.6 Cargo Claims	p.7
1.7 Labour Incentives	p.3	4.7 Suing for Cargo Claims	p.7
1.8 Immigration Incentives	p.3	4.8 Carrier	p.7
1.9 Documents Required for Authorisation	p.3	4.9 Suing the Vessel	p.7
1.10 Constitution of Maritime Finance Authority	p.4	4.10 Right in Rem or Maritime Lien	p.7
1.11 Expiration of Incentives	p.4	4.11 Tort	p.7
2. Substantive Provisions for Limitation of Liability for Maritime Claims	p.4	4.12 Himalaya Clauses	p.7
2.1 LLMC 76	p.4	4.13 Immunities	p.7
2.2 1996 Protocol	p.4	4.14 Limitation of Liability Regime	p.8
2.3 Other Provisions for Limitation of Liability	p.4	4.15 Burden of Proof in Cargo Claim	p.8
2.4 Limitation of Liability Time Bar	p.4	4.16 Time Bar in Cargo Claims	p.8
2.5 Claims Subject to Limitation of Liability	p.4	4.17 Time Bar Extension	p.8
2.6 Claims not Subject to Limitation of Liability	p.4	4.18 Validity of Jurisdiction and Choice of Law Clauses	p.8
2.7 Conduct Barring Right to Limitation of Liability	p.5	5. Marine Accidents in Waterways	p.9
2.8 Limitations of Liability	p.5	5.1 Marine Accidents Law	p.9
2.9 Breaking Shipowners' Right to Limit Liability	p.5	5.2 Definition of Waterways	p.9
2.10 Acceptable Guarantees	p.5	5.3 Pilotage	p.9
2.11 P&I Clubs' IOUs	p.5	5.4 Damage Recovery by Shipowners	p.9
2.12 Other Claims	p.5	5.5 Inspectors	p.9
3. Procedure for Judicial Sale of Vessels Before Maritime Courts	p.6	5.6 Marine Accident Investigations	p.9
3.1 Local Maritime Courts	p.6	5.7 Types of Marine Accident	p.9
3.2 Notification of Judicial Sale	p.6	5.8 Hearing Procedure Before Board of Inspectors	p.9
3.3 Appraisal of Vessels	p.6	5.9 Initiating Claims for Damages	p.9
3.4 Judicial Sale Proceedings	p.6	5.10 Time Bar for Filing Administrative Claims	p.9
3.5 Minimum Bids	p.6	5.11 Types of Damages Claimable	p.9
3.6 Judicial Sale Auction Date	p.6	5.12 Unrecoverable Damages	p.9
3.7 Prospective Bidders	p.6	5.13 Events That Cannot Give Rise to Claims	p.10
3.8 Actions Required to Participate	p.6	5.14 Procedure for Filing Judicial Claims	p.10
3.9 Sale Price Timeline	p.6	5.15 Time Bar for Filing Judicial Claims	p.10
3.10 Other Bids	p.6	5.16 Exclusive Jurisdiction	p.10
3.11 Winning Bidder and Arrest Expenses	p.6		

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(particularly in relation to shipping and trade disputes) in the UAE and regional market. The Maritime, Transport & Trade team acts for a range of regional and international clients, including P&I Clubs, underwriters, vessel and airline owners, transportation operators, charterers, commodity traders, ship repair yards, financial institutions, governmental authorities, port operators and regulators. It handles contract negotiations and transactions, in addition to acting in arbitrations.

Authors



Adrian Chadwick is a partner at the firm and head of the Maritime, Transport and Trade team. Adrian has substantial experience in handling a wide range of general commercial disputes through litigation, arbitration or alternative dispute resolution (ADR). He is active in both contentious and non-contentious shipping work, dealing with charter-party and bill of lading disputes as well as matters relating to shipping finance, newbuilding and vessel repair, and ship sale/purchase transactions. He regularly represents his clients as Counsel in arbitrations governed by various institutional rules, including DIAC, DIFC-LCIA, ICC and LMAA. He has also been appointed as a Sole Arbitrator by DIAC for several arbitration matters, and is a member of the International Council for Commercial Arbitration (ICCA).



Wesley Wood is a senior associate in the firm's Maritime, Transport and Trade team. He has advised on all aspects of maritime and international trade law, including attachments, ship arrests, charter-party disputes, cargo claims, salvage claims, marine pollution, collisions, groundings and other casualties, crew claims and general admiralty claims. Wesley is a member of the Maritime Law Association of South Africa (MLASA) and has sat on the Executive Committees of MLASA at both national and local chapter levels.

1. Maritime Finance: Legal Incentives for Maritime Finance Entities and Projects

1.1 Draft of Maritime Finance Law

The United Arab Emirates (UAE) does not have a specific maritime finance law.

1.2 Maritime Finance Entity

As there is no specific maritime finance law, there is no concept of a 'maritime finance entity' in UAE law.

1.3 Entities Subject to Maritime Finance

The concept of 'maritime finance' in the context of a maritime finance law does not exist in the UAE.

1.4 Maritime Finance Projects

The concept of a 'maritime finance project' in the context of a maritime finance law does not exist in the UAE.

1.5 Maritime Projects' Eligibility for Incentives

The concept of a maritime finance project in the context of a maritime finance law does not exist in the UAE and therefore no such incentives exist in this regard.

1.6 Fiscal Incentives

The concept of a maritime finance project in the context of a maritime finance law does not exist in the UAE and therefore no such fiscal incentives exist in this regard.

1.7 Labour Incentives

The concept of a maritime finance project in the context of a maritime finance law does not exist in the UAE and therefore no such labour incentives exist in this regard.

1.8 Immigration Incentives

The concept of a maritime finance project in the context of a maritime finance law does not exist in the UAE and therefore no such immigration incentives exist in this regard.

1.9 Documents Required for Authorisation

The concepts of maritime finance entity and maritime finance project in the context of a maritime finance law do

not exist in the UAE and therefore it is not possible to be authorised as such.

1.10 Constitution of Maritime Finance Authority

The UAE does not have a maritime finance authority.

1.11 Expiration of Incentives

As there is no specific maritime finance law, there are no such incentives in the context of maritime finance within UAE law.

2. Substantive Provisions for Limitation of Liability for Maritime Claims

2.1 LLMC 76

The UAE is a party to LLMC 76.

2.2 1996 Protocol

The UAE is a party to LLMC 76 without the 1996 Protocol.

2.3 Other Provisions for Limitation of Liability

Although the UAE is party to the LLMC 76 convention, Article Nos 138 to 142 of Federal Law No 26 of 1981 (the Maritime Code), which are based on the International Convention relating to the Limitation of the Liability of Owners of Sea-Going Ships, 1957 (the 1957 Limitation Convention), also relate to limitation of liability.

The aforesaid articles of the Maritime Code were not repealed when LLMC 76 was ratified into UAE law in 1997. It is submitted with reference to Article No 8 of the Maritime Code that, to the extent of any conflict between a federal law and an international convention to which the UAE is a party, the provisions of the international convention apply. Therefore, the provisions of LLMC 76 should prevail over the limitation of liability provisions contained in the Maritime Code.

2.4 Limitation of Liability Time Bar

There is no time-bar for filing a limitation of liability action but, in terms of Article No 326 of the Maritime Code, claims for compensation arising out of a marine collision are barred after two years from the date of the accident.

2.5 Claims Subject to Limitation of Liability

In terms of Article No 2 of LLMC 76 the following claims are subject to limitation:

- claims in respect of loss of life or personal injury, or loss of or damage to property (including damage to harbour works, basins and waterways and aids to navigation), occurring on board or in direct connection with the operation of the ship or with salvage operations, and consequential loss resulting therefrom;
- claims in respect of other loss resulting from infringement of rights other than contractual rights, occurring

- in direct connection with the operation of the ship or salvage operations;
- claims in respect of the raising, removal, destruction or the rendering harmless of a ship which is sunk, wrecked, stranded or abandoned, including anything that is or has been on board that ship;
- claims in respect of the removal, destruction or the rendering harmless of the cargo of the ship; and
- claims of a person other than the person liable in respect of measures taken in order to avert or minimise loss, for which the person liable may limit his or her liability in accordance with LLMC 76, and further loss caused by such measures.

In terms of Article No 138 of the Maritime Code the following claims are subject to limitation:

- death, injury and loss of or damage to property on board a vessel, or when the fault is connected with the navigation or management of the vessel, the loading, carriage or discharge of goods, or embarkation, carriage or disembarkation of passengers; and
- any liabilities regarding wreck-removal.

2.6 Claims not Subject to Limitation of Liability

In terms of Article No 3 of LLMC 76 the following claims are excepted from limitation:

- claims for salvage or contribution in general average;
- claims for oil pollution damage within the meaning of the International Convention on Civil Liability for Oil Pollution Damage (1969) or any amendment or Protocol thereto in force;
- claims subject to any international convention or national legislation governing or prohibiting limitation for nuclear damage;
- claims against the ship-owner of a nuclear ship for nuclear damage; and
- claims by servants of the ship-owner or salvor whose duties are connected with the ship or the salvage operations, including claims of their heirs, dependants or other persons entitled to make such claims, if, under the law governing the contract of service between the ship-owner or salvor and such servants, the ship-owner or salvor is not entitled to limit his or her liability in respect of such claims, or if he or she is by such law permitted only to limit his or her liability to an amount greater than that provided in Article No 6 of LLMC 76.

In terms of Article No 140 of the Maritime Code, it is not permissible for the owner to limit his or her liability in the following cases:

- if the event giving rise to the liability is a result of the personal fault of the owner;

- liability arising out of assistance and salvage, or out of a general average contribution;
- rights of the Master, crew and any other person under the owner of the vessel who is on board or whose work is connected with the service thereof, and the rights of their heirs; and
- claims arising out of nuclear damage directed against the owner of a nuclear vessel.

2.7 Conduct Barring Right to Limitation of Liability

In terms of Article No 4 of LLMC 76, if loss resulted from the personal act or omission of the person liable, committed with the intent to cause such a loss, or recklessly and with knowledge that such a loss would probably result, then that person would not be entitled to limit liability. The party trying to break limitation has the burden of proof.

In terms of Article No 140(a) of the Maritime Code, if the personal fault of the owners gives rise to the incident, they shall not be permitted to limit their liability. The burden of proof lies with the person alleging personal fault on the part of the owners.

2.8 Limitations of Liability

Article No 6 of the LLMC 76 sets out the limitations of liability as follows:

- For claims for loss of life or personal injury:
 - (a) 333,000 Special Drawing Rights (SDR) for ships with tonnage not exceeding 500 tons; and
 - (b) SDR333,000 for ships greater than 500 tons, plus:
 - (i) SDR500 for each ton from 501-3,000 tons; plus
 - (ii) SDR333 for each ton from 3,001-30,000 tons; plus
 - (iii) SDR250 for each ton from 30,001-70,000 tons; plus
 - (c) SDR167 for each ton in excess of 70,000 tons.
- For all other claims:
 - (a) SDR167,000 for ships with tonnage not exceeding 500 tons; and
 - (b) SDR167,000 for ships greater than 500 tons, plus:
 - (i) SDR167 for each ton from 501-30,000 tons; plus
 - (ii) SDR125 for each ton from 30,001-70,000 tons; plus
 - (c) SDR83 for each ton in excess of 70,000 tons.
- Article No 141 of the Maritime Code provides the following limitations of liability:
 - (a) AED250 per tonne where physical damage only has resulted;
 - (b) AED500 per tonne where bodily injury only has resulted; and
- AED750 per tonne where both physical damage and bodily injury has resulted. Of this sum, AED500 shall be for

compensation for bodily injuries and AED250 shall be for material damage.

2.9 Breaking Shipowners' Right to Limit Liability

In terms of Article No 4 of LLMC 76, a party can break limitation by proving that his or her loss resulted from the personal act or omission of the ship-owner, committed with the intent to cause such a loss or recklessly and with knowledge that such a loss would probably result.

In terms of Article No 140(a) of the Maritime Code, the person attempting to break limits will have to show that the personal fault of the owner gave rise to the liability.

2.10 Acceptable Guarantees

Article No 11(2) of LLMC 76 provides for the constitution of a limitation fund either by depositing the sum or by producing a guarantee acceptable under the legislation of the State in which the fund is constituted and which is considered to be adequate by the court or other competent authority.

There is, however, no statutory provision for the constitution of a fund for the purposes of establishing security and effecting payment of limitation funds, nor have there been any decided cases in the UAE courts in which the courts specified which type of guarantees would be acceptable to constitute a limitation fund (although there is no doctrine of binding precedent in any event).

2.11 P&I Clubs' IOUs

There has yet to be a case before UAE courts in which a limitation fund has been constituted, let alone a case where a P&I Club LOU was accepted to constitute a limitation fund.

However, the Dubai World Tribunal (DWT), whose court has jurisdiction only in respect of claims by or against Dubai World entities, has accepted the constitution of a limitation fund by way of a P&I Club LOU. UAE courts are not bound by the decisions of the DWT and it is unclear as to whether they would consider the DWT's decision persuasive.

2.12 Other Claims

Article No 13(1) of LLMC 76 provides that persons having made a claim against a limitation fund are barred from exercising any right in respect of such claim against any other assets of a person by or on behalf of whom the fund has been constituted.

With respect to prior arrests, Article No 13(2) of LLMC 76 provides that after constitution of a limitation fund, any ship or other property belonging to a person on behalf of whom the fund has been constituted, which has been arrested or attached within the jurisdiction of a state party for a claim that may be raised against the fund or any security given, may be released by order of the court or other competent authority of such state and must be released in certain cir-

cumstances depending on the port in which the fund was constituted or the state in which the arrest was made.

The provisions of Articles No 13(1) and (2) apply only if the claimant is permitted to bring a claim against the limitation fund before the court administering that fund and the fund is actually available and freely transferable in respect of that claim.

3. Procedure for Judicial Sale of Vessels Before Maritime Courts

3.1 Local Maritime Courts

Once a vessel is arrested for one of the maritime debts as set out in Article No 115 of Federal Law No 26 of 1981 (the Maritime Code), the court will have to determine the claim finally. It must issue its judgment before the execution proceedings in which the order for the judicial sale of the vessel is sought can be commenced and an order for the judicial sale of the vessel can ultimately be made.

3.2 Notification of Judicial Sale

In practice, the court will issue a notification to the parties advising them that the auction will take place on a particular date. Article No 126 of the Maritime Code provides that the judicial sale of the vessel must be published in a widely circulated local newspaper. In addition, the conditions of sale must be posted in the Registration Bureau and at any other place specified by the court. In practice, the court-appointed auctioneer attends to the publication requirements.

3.3 Appraisal of Vessels

Before the merits of the dispute are determined and judgment handed down, the court will appoint an expert, usually a sale and purchase broker, to value the vessel. Once judgment has been handed down and an execution file has been opened, the expert's valuation will form the basis for the bidding at the auction.

3.4 Judicial Sale Proceedings

There will be three (initial) rounds of bidding in the judicial sale process, held at seven-day intervals.

3.5 Minimum Bids

The lowest bid at the first session of the auction must be equal to or higher than the expert's valuation of the vessel. The highest bid at the first round forms the provisional base price for the second round, and the highest bid at the second round similarly forms the base price for the third round.

3.6 Judicial Sale Auction Date

There is no physical auction for the judicial sale of vessels. The court-appointed auctioneer will post the sale of the vessel along with relevant details on its website and bidding will be done electronically.

Bidding in each round will close at 6pm on the relevant day. The court-appointed auctioneer will apply to the court as soon as possible after each round to confirm the highest bid. If the court approves the highest bid for a particular round then that bid will form the base price for the subsequent round of bidding.

If there are no bids or if the highest bid is less than the expert's valuation of the vessel then the court-appointed auctioneer will either apply for a 5% reduction on the valuation for the purposes of bidding or it will request a new valuation of the vessel. If the court approves the 5% reduction or a new valuation is given, then the base price will be reduced accordingly at the subsequent hearing.

3.7 Prospective Bidders

A prospective bidder does not need to be represented by an attorney. He or she will have to obtain log-in credentials for the court-appointed auctioneer's website in order to place a bid electronically for the purchase of the vessel.

In order to obtain log-in credentials from the court-appointed auctioneer, the prospective bidder will need to deposit a manager's cheque for 20% of the estimated value of the vessel with the auctioneer.

3.8 Actions Required to Participate

A prospective bidder must give a bank manager's cheque to the court-appointed auctioneer for 20% of the advertised estimated value of the vessel as a deposit. The prospective bidder will then be allocated log-in credentials for the court-appointed auctioneer's website, which will enable bidding on the judicial sale of the vessel.

3.9 Sale Price Timeline

As provided by Article No 127 of the Maritime Code, the successful bidder must deposit the price and the costs with the court treasury no later than the day following the award of the sale. Failing this, the vessel shall be resold at their expense. In practice, however, the court-appointed auctioneer usually allows anywhere between seven and 12 days for the successful bidder to pay the balance of the highest bid before the vessel is resold and the 20% deposit forfeited.

3.10 Other Bids

There is nothing precluding a creditor from bidding during the judicial sale of a vessel.

3.11 Winning Bidder and Arrest Expenses

There is no separate admiralty court and so the matter would be presided over by a judge of the ordinary courts. The judge can approve the sale of the vessel to the winning bidder even if the bid does not cover the arrest expenses incurred in respect of the claim giving rise to the judicial sale proceedings.

4. Carriage of Goods by Sea Claims

4.1 Carriage of Goods

The UAE is not a party to a carriage of goods by sea-regime convention.

4.2 Rules Applicable to Cargo Claims

The rules applicable to the carriage of goods (and cargo claims) are regulated by Article No's 256 to 287 of Federal Law No 26 of 1981 (the Maritime Code), which are largely based on the Hague-Visby Rules.

4.3 Scope of Rules

In a contract of carriage, the carrier undertakes to take goods from one port to another in consideration of freight, which the shipper is obliged to pay. The carrier's responsibility for the goods starts at the time it takes delivery of the goods at the port of loading and ceases upon delivery to the consignee or other person entitled to receipt of the goods at the port of discharge.

4.4 Bill of Lading Evidence

Article No 257 of the Maritime Code provides that a contract of carriage must be evidenced by a bill of lading.

4.5 Contracting Parties

The carrier and the shipper are parties to the contract of carriage, as is the consignee or any holders of the bill of lading to whom the bill has been duly endorsed.

4.6 Cargo Claims

The Maritime Code is silent on the question of who has title to sue but, generally, the lawful holder of the bill of lading (ie the consignee named therein, the ultimate endorsee or the bearer, if the bill is made in favour of the bearer) will have title to sue.

4.7 Suing for Cargo Claims

The carrier can be sued for cargo claims.

4.8 Carrier

Although 'carrier' is not specifically defined, Article No 256 of the Maritime Code provides that it is the carrier who undertakes to carry goods from one port to another in consideration of freight.

UAE courts will likely recognise anyone named as carrier in a bill of lading, provided the signatory on behalf of the carrier was duly authorised. If the identity of the carrier is not apparent from the bill of lading, UAE courts will likely consider the owner of the vessel to be the carrier.

4.9 Suing the Vessel

While the vessel cannot be sued in rem as such, it can be arrested for any maritime debt as set out in Article No 115 of the Maritime Code, which includes claims in respect of a

right arising out of contracts relating to the carriage of goods under a charter-party, bill of lading or other documents, or for loss of or damage to goods being carried on board the vessel.

4.10 Right in Rem or Maritime Lien

Cargo claims do not give rise to maritime liens as commonly understood in other recognised maritime jurisdictions, but claims under contracts relating to the carriage of goods under, inter alia, a bill of lading or claims for loss of or damage to goods or chattels being carried on board a vessel, are maritime debts. A person seeking recovery of such a debt is entitled to arrest the vessel to which the debt relates or any other vessel owned by the debtor, if such other vessel was owned by the debtor at the time the debt arose.

4.11 Tort

A claimant can sue in tort. In this regard, claims in tort are dealt with in Articles No 282 to 303 of the Law of Civil Transactions of the State of the United Arab Emirates, promulgated under Federal Law No 5 of 1985 (the Civil Code).

However, where there is a contract governing the relationship between the parties, the parties are bound by the contractual terms and cannot sue their counterpart in tort in order to attempt to avoid the provisions of the contract.

4.12 Himalaya Clauses

UAE courts are likely to recognise a Himalaya clause in a bill of lading to the extent that the liabilities of the carrier are not limited or excluded beyond what is otherwise provided for in terms of UAE law.

4.13 Immunities

The defences available to the carrier for damage or loss to goods sustained during the period after taking delivery of the goods at the port of loading until delivery of the goods to the person entitled to take possession of the goods are as follows:

- unseaworthiness of the ship, but on condition that the carrier proves that, before setting sail and upon the commencement of the voyage, he or she had used the necessary care to put the vessel in seaworthy condition and to fit it out, man it and provision it properly;
- errors of navigation or in the management of the vessel on the part of the captain, crew, pilots or other maritime workers;
- fire, unless the same occurred through the act or default of the carrier;
- perils of the sea or other navigable waters, or dangers or accidents thereof;
- acts of God;
- perils of war;
- acts of public enemies;

- any detention or constraint by a power, state or people or judicial arrest;
- quarantine restrictions;
- any strikes or lay-offs or any other impediment to the continuation of work in whole or in part;
- civil unrest and commotions;
- any act or omission on the part of the shipper or owner of the goods or his or her agent or representative;
- shortfall in bulk or weight or any other shortfall arising out of a latent defect or from the particular nature of the goods or any defect inherent therein;
- insufficiency of packaging and/or insufficiency or imperfection of distinguishing marks for the goods;
- rescue or attempted rescue of persons or property at sea, or any deviation from course in the course of rescuing or attempting to rescue persons or property at sea, or any other deviation for reasonable cause;
- latent defects not discoverable by ordinary examination; and
- any other cause which does not arise out of the default of the carrier, his or her employees or agents. The burden of proof shall be upon the person alleging such cause to show that no default of such persons was instrumental in causing the loss or damage.

4.14 Limitation of Liability Regime

For loss or damage to goods, the carrier's liability is limited to a sum not exceeding AED10,000 for each package or unit taken as a basis in computing the freight, or a sum not exceeding AED30 per kg of the gross weight of the goods, whichever is higher.

The carrier is not entitled to limit its liability if, before loading commences, the shipper has provided particulars of the nature and value of the goods, and the particular importance attaching to the preservation thereof, and such particulars have been set out on the bill of lading. These particulars shall be deemed to be proof of the accuracy of the value set out by the shipper of the goods unless the carrier proves the contrary.

4.15 Burden of Proof in Cargo Claim

The shipper has the burden of proving that loss or damage arose from the default of the carrier, its employees or agents in a manner unconnected with the navigation or management of the vessel.

4.16 Time Bar in Cargo Claims

Cargo claims are time-barred one year from the date of delivery of the goods or from the date on which the goods should have been delivered.

4.17 Time Bar Extension

It is unclear whether the parties can validly agree to extend the one-year time-bar. The safe course of action is to assume

that the time-bar cannot be extended by agreement of the parties.

4.18 Validity of Jurisdiction and Choice of Law Clauses

Generally, UAE courts will disregard a foreign jurisdiction clause if they consider that they have jurisdiction. UAE courts exercise jurisdiction pursuant to the provisions of UAE Federal Law No 11 of 1992, as amended (the Civil Procedures Code (CPC)).

Article No 20 of the CPC provides that, except in respect of actions concerning real estate abroad, UAE courts have jurisdiction to hear actions filed against UAE citizens and foreigners, either resident or domiciled in the UAE. It is, however, unclear whether the courts will exercise jurisdiction over a matter if the cause of action bears no connection with the UAE.

Article No 21 of the CPC lists a number of instances where UAE courts will have jurisdiction if the claims are raised against a foreigner not resident or domiciled in the UAE. Articles No 21(3) and 21(7) are particularly relevant in this regard.

Article No 21(3) confers jurisdiction upon UAE courts where the action concerns "obligations concluded, executed, or its execution was conditioned in the State or related with a contract required to be authenticated therein or with an incident occurred therein..."

Article No 21(7) confers jurisdiction on UAE courts if any one of the defendants against whom the claim has been brought is a resident or domiciled in the UAE.

With respect to the choice of law clauses, Article No 19 of UAE Federal Law No 5 of 1985, as amended (the Civil Code) provides that the form and substance of contractual obligations are governed by the law of the state in which both contracting parties reside. If, however, the parties reside in different states, then the law of the state in which the contract was concluded shall apply, unless the parties have agreed on another law or it is apparent from the circumstances that the parties intended for another law to apply.

In practice, if a UAE court deems that it has jurisdiction, it will invariably apply UAE law and ignore any provision in the bill of lading for the application of a foreign law. In so far as a vessel has been arrested, the civil court in the area in which the arrest was effected will have jurisdiction to determine the merits of the claim if:

- the claimant has a usual place of residence or head office in the state;
- the maritime debt arose in the state;

- the maritime debt arose in the course of the voyage during which the arrest over the vessel was effected;
- the maritime debt arose out of a collision or assistance over which the court has jurisdiction; or
- the debt is secured by a maritime mortgage over the arrested vessel.

5. Marine Accidents in Waterways

5.1 Marine Accidents Law

Article Nos 318 to 326 of Federal Law No 26 of 1981 (the Maritime Code) cover marine accidents in, inter alia, inland waters, ports, territorial waters, canals etc.

5.2 Definition of Waterways

‘Waterways’ is not specifically defined in the Maritime Code.

5.3 Pilotage

Article No 303 of the Maritime Code provides that pilotage shall be compulsory in ports specified by resolution of the relevant authority. The resolution will also define the areas where pilotage is compulsory and set out the basic and extra fees and conditions upon which exemptions from pilotage will apply.

The following are exempt from the requirement for pilotage:

- naval vessels;
- vessels in the public service or which are owned, used or managed by the state or one of its public bodies or organs;
- sailing boats, the net tonnage of which is less than 100 tons;
- vessels with engines, the net tonnage of which is less than 150 tons;

and other vessels in respect of which an exemption order may be made by the relevant authority.

5.4 Damage Recovery by Shipowners

Article No 307 of the Maritime Code provides that the government shall not bear any responsibility for loss or damage suffered through employment of any pilot who is in possession of a pilot’s licence. The operator of a vessel shall be responsible for damage suffered by third parties by reason of errors committed by the pilot in the carrying out of his or her pilotage duties. It shall be permissible for the operator to have recourse against the pilot to the amount of the damage arising out of the error from which the loss arose.

The pilot shall not be responsible for losses sustained by the ship he or she is piloting, unless the operator proves that the pilot was guilty of a gross error in the performance of his pilotage operations.

5.5 Inspectors

The Maritime Code does not make provision for the appointment of inspectors to investigate marine accidents. In the event that one of the parties involved in an incident pursues a claim against the other, then it is likely that the court will appoint an expert to investigate and report on the facts surrounding the incident.

A problem may, however, arise if much of the vital evidence is lost and witnesses are unavailable, given the passage of time between the incident and the commencement of legal proceedings (and the appointment of an expert).

5.6 Marine Accident Investigations

There is no body such as the Board of Inspectors in the UAE.

5.7 Types of Marine Accident

There is no body such as the Board of Inspectors in the UAE.

5.8 Hearing Procedure Before Board of Inspectors

There is no body such as the Board of Inspectors in the UAE and, accordingly, there is no procedure for a marine accident investigation.

5.9 Initiating Claims for Damages

Any claim against the authority to recover damages will have to be pursued through the court having jurisdiction over the dispute based on one of the recognised grounds of jurisdiction (eg the authority’s place of domicile, where the incident occurred, etc).

5.10 Time Bar for Filing Administrative Claims

The limitation period for claims in tort in the UAE is three years. There may be a different applicable time-limit imposed by the relevant legislation governing the authority against which an administrative claim is to be brought.

5.11 Types of Damages Claimable

As provided in Article No 307 of the Maritime Code, the government shall not bear any responsibility for loss or damage suffered through employment of any pilot who is in possession of a pilot’s licence. Equally, loss or damage suffered as a result of employment of an unlicensed pilot on board a vessel will not give rise to any liability on the part of the government, although this is not specifically stated in the Maritime Code.

5.12 Unrecoverable Damages

Article No 307 of the Maritime Code provides that the government shall not bear any responsibility for loss or damage suffered through employment of any licensed pilot. Although not specifically stated in the Maritime Code, the government will not be responsible for loss or damages suffered through the employment of any unlicensed pilot either.

5.13 Events That Cannot Give Rise to Claims

Generally, the authority will not be held liable for any loss or damages sustained in connection with pilotage of a vessel in UAE territorial waters.

5.14 Procedure for Filing Judicial Claims

There is no specific procedure for filing a claim against the authority.

5.15 Time Bar for Filing Judicial Claims

The limitation period for claims in tort in the UAE is three years. There may be a different applicable time-limit imposed by the relevant legislation that governs the authority against which a judicial claim is to be brought.

5.16 Exclusive Jurisdiction

No particular court has exclusive jurisdiction to hear and adjudicate judicial claims against authorities generally. The ordinary procedural rules relating to jurisdiction will apply in determining which court has jurisdiction to hear a matter against the authority.

There may, however, be legislation governing the particular authority against which a claim is to be brought providing that a particular court has exclusive jurisdiction to hear and adjudicate judicial claims against that authority.

Hadef & Partners LLC

Emaar Square
Building 3, Level 5
Downtown Dubai
P.O. Box 37172
Dubai, UAE

HADEF & PARTNERS

Tel: +971 4 429 2999
Fax: +971 4 429 2888
Email: a.chadwick@hadefpartners.com
Web: www.hadefpartners.com