

# **Dissertation**

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## 1. Introduction

The Hague-Visby Rules known as the Amendments to the International Convention for the unification of certain rules of law relating to Bills of Lading commonly known as the “Hague Rules” are of paramount importance in international maritime law.<sup>1</sup> These rules have been established to regulate conditions of transport and carriage of goods under bills of lading in global trading and they also define the rights and liabilities of the carriers because they set limits for their responsibility and create a system of duties, which correspond to the balance of interests between carriers and owners of goods. They were ratified in 1924, modified later by the Visby Amendments in 1968, and the SDR Protocol in 1979.<sup>2</sup> One of the important cases that provide insight into the applicability of these rules will be The Giant Ace case.<sup>3</sup> It has a devastating blow to the shipping industry, especially on issues to do with misdelivery after discharge of cargo. Judge Wainwright and the court then analyzed the ability of the time bar provision in Article III, Rule 6 of the Hague-Visby Rules when applied to the post-discharge misdelivery claims, a matter that had received varied conclusions. This dissertation evaluates the conventional understanding of the Hague-Visby Rules concerning post-discharge misdelivery claims, especially after the jurisprudence developed in The Giant Ace.<sup>4</sup> The work will discuss this decision considering the principles of the Hague-Visby Rules and to what extent this decision has paved the way for later legal developments in the field of maritime law. Furthermore, this research will explain the judicial analysis of the specific case and the overall effects of the decision made by the court on the carriers, shippers, and insurers in the international trading environment.<sup>5</sup> In light of such a scenario, the dissertation will therefore analyse this case together with other similar case laws and statutes with the view of advancing more understanding of the current state of legal issues of misdelivery at sea and thus contributing to the body of knowledge on maritime law more especially legal practitioners in this field. This systematic exploration

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<sup>1</sup> “International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading (signed 25 August 1924, entered into force 2 June 1931) 120 LNTS 155 (Hague Rules).”

<sup>2</sup> “Protocol Amending the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading (SDR Protocol) (signed 21 December 1979, entered into force 14 February 1984).”

<sup>3</sup> “FIMBank plc v KCH Shipping Co Ltd (The Giant Ace) [2023] EWCA Civ 569.”

<sup>4</sup> J. Fukushige, ‘Timebars and Misdelivery: Fimbank Plc V KCH Shipping Co Ltd [2023] EWCA Civ 569: FIMBank plc v KCH Shipping Co Ltd [2023] EWCA Civ 569.’ (2023) 37 (1) Australian and New Zealand Maritime Law Journal: 64-69.

<sup>5</sup> J. E. Fernandez, ‘Paramount Clause and Codification of International Shipping Law.’ (2019) 50 J. Mar. L. & Com: 45.

provides, thus, an extensive review of the emerging legal context to misdelivery claims under the HV Rules.

## 2. Literature Review

Acquiring academic knowledge in this area of research, this section is devoted to the scholarly discourses and analyses of the Hague-Visby Rules, misdelivery claims, and, in general, the field of maritime law. To construct a provisional foundation for analysing the case of *The Giant Ace*, this review offers existing academic and judicial views as well as critiques.<sup>6</sup> A vast amount of scholarly research has analysed and discussed the development and consequences of the Hague-Visby Rules as one of the most significant sources of the experience and modern trends in the development of international maritime legal framework concerning the carriers' responsibilities and liabilities following the principals' bills of lading. Gold (1990)<sup>7</sup> and Tetley (2008)<sup>8</sup> have embarked on research to establish how these rules serve to give legal structure to the global shipping business thus aiding in the prediction of the industry. The Hague-Visby Rules were particularly formulated with a view of dealing with the general risk and uncertainties associated with shipping by demarcating a clear code of law that would safeguard the cargo owners' interests while at the same time outlining the carrier's roles and responsibilities.<sup>9</sup> The changes that took place after the Visby Amendments and the SDR Protocol are quite meaningful as these changes correspond to the current requirements for utilising the maritime environment effectively.<sup>10</sup> These changes have broadened the ambit of the said rules to cover modern technologies in shipping business as well as handling increased volumes of cargoes in compliance with the ever-evolving global trade and the associated shipping business environment. For instance, the Visby Amendments include modifications that aimed at

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<sup>6</sup> S. Ping-Fat, 'Carrier's liability under the Hague, Hague-Visby and Hamburg rules.' (2021) Brill.

<sup>7</sup> M. L. McConnell, and E. Gold. 'The modern law of the sea: a framework for the protection and preservation of the marine environment.' (1991) 23 Case W. Res. J. Int'l L.: 83.

<sup>8</sup> W. Tetley, 'Bills of Lading.' (2004) 35 J. Mar. L. & Com: 121.

<sup>9</sup> A. Al Hashmi, 'The carriage of goods by sea contract under Omani maritime laws: a critical analysis of the carrier's obligations and liabilities.' (2022) PhD diss., University of Sussex.

<sup>10</sup> J. Andrewartha, 'English Maritime Law Update: 2007.' (2009) 40 J. Mar. L. & Com: 395.

strengthening the position of cargo interests while taking into consideration technological developments in vessels' construction and cargo operations.<sup>11</sup>

Additionally, such rules are examined from an academic perspective by considering their application in judicial matters in terms of how courts in different jurisdictions address issues concerning cargo damage, loss or misdelivery. This body of research will help legal practitioners, maritime arbitrators, and scholars steer through the legal minefield of maritime law.<sup>12</sup> Studying and analyzing the Hague-Visby Rules scholars enrich the existing legal environment and allow the rules to remain actual and effective for the management of risks associated with the transportation of cargo by sea. These have been important legal precedents in the elaboration of the meanings given to the Hague-Visby Rules. The literature reviews different theoretical legal cases including The Jordan II as well as The Alhani which have acted as important precursors to the current carrier liabilities particularly in misdelivery cases.<sup>13</sup> These cases reveal how the concept of the law can be applied in the maritime environment and the court's consideration of the provisions and their implications for fairness in contracts between shippers and carriers.

The literature is also equipped with criticisms about perceived uncertainties in the Hague-Visby Rules and the difficulties that accompany them in real-life situations. Debattista opines that while rules help regulate the operations of shipping, in the actual maritime environment other conditions may require different interpretations to fit in the operations of international commerce. In addition, debates in online legal platforms and scholarly journals commonly happen as to whether the rules are sufficient in ensuring the rights of cargo owners but are not oppressive to carriers.<sup>14</sup> The literature also gives an insight into the various jurisdictions' adoption and application of the Hague-Visby Rules. Scholars like Sturley have brought out the differential levels of compliance and differences due to the commercial practices in the relevant jurisdiction and legal philosophies. This global perspective is important to see how any judicial decision affecting these rules might spill over internationally, particularly given the increasing

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<sup>11</sup> I. Nikolaev Djadjev, 'Law and Practice of the Obligations of the Carrier Over the Cargo: The Hague-Visby Rules.' (2016).

<sup>12</sup> A. Rogers, J. Chuah, and M. Dockray. 'Cases and Materials on the Carriage of Goods by Sea.' (2019) Routledge.

<sup>13</sup> S. Baughen, 'Shipping law.' (2018) Routledge.

<sup>14</sup> C. Debattista, 'Cargo claims and bills of lading.' (2020) In Maritime law, Informa Law from Routledge: 196-225.

globalization of trade relations.<sup>15</sup> An overview of the literature that comprises the field provides a fitting angle from where the case of The Giant Ace can be reviewed. Moreover, it does not only locate the importance of this case within the scope of the special branch of law – maritime law but also indicates a continuous discourse of legal theorization and maritime reality. This review helps develop an appreciation of the issues that surround the implementation of the Hague-Visby Rules and the highly recommended constant process of re-evaluation of the current legal systems relative to the dynamics in the modern maritime business environment. This literature review establishes an academic context that enriches the dissertation's exploration of The Giant Ace, situating it within ongoing legal and scholarly debates about the balance of liabilities, responsibilities, and protections in maritime law. This foundational knowledge supports a deeper analysis of the case and its implications for future legal practices and policies in the international shipping sector.

### **3. Research Methodology**

This research adopts the doctrinal legal research approach as it involves a systematic examination of legal rules and judicial precedents to justify the findings to the Hague-Visby Rules as applicable in the case of The Giant Ace. Drawing on the analysis of statutory regulation and cases, it provides a critical discussion of legal provisions, judicial decisions, and precedents in marine law by employing the methodology of qualitative analysis of texts to build up a contextual understanding of the development of jurisprudence in the field.

### **4. The Hague-Visby Rules: An Overview**

The Hague-Visby Rules are a bit more developed version of the Hague Rules initiated in 1924 as amended and developed to give a nice touch to the carriage of goods through sea transport. These amendments were fostered by the growth of foreign commerce and the relevant international law requirements that promote the standardization of the legal provisions for the shipment of cargoes by sea.<sup>16</sup> As a comparatively early attempt to harmonise national laws

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<sup>15</sup> M. Sturley, 'Choice-of-law issues in marine insurance cases in the United States.' (2024) In Research Handbook on Marine Insurance Law, Edward Elgar Publishing: 223-243.

<sup>16</sup> A. Kasi, 'Hague/Hague-Visby Rules: Carriers' Liability and Time Limitations.' (2021) The Law of Carriage of Goods by Sea: 323-362.

regarding the obligations of ocean carriers, the Hague Rules intended to ration out the rights and responsibilities between carriers and owners of cargo. The ensuing Visby (1968) and SDR (1979) Protocols, fine-tuned some of these rules based on technology and evolution in international business practices, to provide more secure benchmarks for the cargo owners alongside ensuring reasonable liability caps for the carriers.<sup>17</sup>

When the Hague Rules were enacted, it gave carriers standards to adhere to which were an advance towards making laws of different countries more uniform. Such variations often resulted in prejudice and uncertainty in handling contractual and some carriage of goods disputes originating from sea carriage contracts.<sup>18</sup> The Hague Rules set up typical responsibilities of carriers, which encompasses the carrier's duty to deal gently with, carry and preserve the merchandise.<sup>19</sup> The Visby Amendments further developed these tasks, with the capability of altering the limitations of liability in accordance with the new financial values of today and adopting some rules regarding shipborne commercial practices.<sup>20</sup> For misdelivery claims, Article III, Rule 6 is very important in framing a one-year prescriptive period within which to file a suit against the carrier from the delivery date or the date when delivery should have been made. The rule was airtight because the case of The Giant Ace showed that the rule would apply not only when the carrier is in charge at sea but also after discharge if the misdelivery falls under the responsibilities indicated on the bill of lading.

## **Relevant Articles Impacting the Case**

### **Article I:**

The interpretation gives meaning to carrier, goods as some of the terms that we need to identify our responsibilities under the rules.

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<sup>17</sup> A. Kasi. 'Introduction and Legal Framework.' (2021) *The Law of Carriage of Goods by Sea*: 3-19.

<sup>18</sup> A. Von Ziegler, 'The liability of the contracting carrier.' (2008) 44 Tex. Int'l LJ: 329.

<sup>19</sup> J. Olsson, 'Undelivered goods under the law of carriage of goods by sea.' (2013).

<sup>20</sup> M. Naidu, 'A comparative analysis of the carrier's liability under the Hague Visby and Rotterdam rules.' PhD diss., (2016).

### **Article III, Rules 2 and 8:**

Enumerate all the endeavours that the carrier has to undertake on behalf of the cargo, as far as loading and unloading are concerned. Rule 8 nullifies all presumptions disagreeing with the regulations and depriving the carrier of liability.

Such provisions safeguard that there remains an extent of decency in the carrying process and career being fixed with their respective accountability limits. In Faking Ace, the appellants argued that this court obscured the strict adherence to these time limits, and thus the uncertainty and unfairness that resulted affected maritime commerce. Consequently, the Hague-Visby Rules help preserve owners' interests and offer reasonable conditions in which carriers regulate their operations, which shows that the rules are fairly weighted to regulate maritime claims and protect all stakeholders involved in the maritime business.

### **5. Case Background: The Giant Ace**

The case involves a cargo of coal shipped in a vessel known as "The Giant Ace" borne by KCH Shipping Co. Ltd. The cargo was financed by FIMBank plc and was shipped under a bill of lading outlined in the Hague-Visby Rules. The shipment was made without surrendering the original bills of lading, hence FIMBank's demand for recovery of the misdelivered shipment from KCH Shipping. FIMBank insisted that misdelivery occurred after the discharge and, therefore, beyond the stipulated one-year limitation under the Hague-Visby Rules' Article III, Rule 6.<sup>21</sup> They noted this time bar should not apply as the delivery without the original bills amounted to a fundamental breach of the carriage contract. FIMBank went even further to say that the carrier was not only responsible for delivering the cargo as was provided in the terms of the contract embodied in the bill of lading.

However, KCH Shipping insisted that the Hague-Visby Rules applied and that the claim was beyond the time bar since it commenced more than a year from the delivery of the cargo. They pointed out that the rules specify when their liability ends regarding the discharge of the cargo and indicated that any delivery beyond discharge without bills is within the stipulated claim

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<sup>21</sup> International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, Art III, r 6 (Hague-Visby Rules).

period. In the beginning, an arbitration tribunal decided in favour of KCH Shipping, saying that the claim of misdelivery was time-barred in terms of the provisions of the Hague-Visby Rules. The decision made by the CA was supported by the Commercial Court which stated that the said rules applied and that the time bar under Article III, Rule 6 includes claims for misdelivery after discharge.<sup>22</sup> The Court of Appeal was the next step for FIMBank which was not satisfied with the lower court's decision. The Court of Appeal reasserted the forum's extensive protective function by asserting that the travaux préparatoires of the Visby Protocol envisaged a broad liability rubric within the time bar following post-discharge misdelivers to try to guard against risk in international goods conveyance. Thus, the Court affirmed the decision of the lower court regarding the time bar and therefore dismissed the claim of FIMBank for being barred by time. The Giant Ace decided by the Court of Appeal has resolved the issues concerning time bars to post-discharge misdelivery claim under the Hague-Visby Rules while emphasizing the position of carriers, to avoid laying down liabilities indefinitely for cargo after discharge, stating that the provisions of the HA-VR have placed a premium on time in the lodgment on post-shipping claims by asserting that time bars are not an eternity.

## **6. Analysis of the Court of Appeal's Decision**

The case of The Giant Ace is one of the most crucial decisions of the Court of Appeal of this century to the misdelivery claims under the Hague-Visby Rules post-discharge. The court's analysis was based on the textual and contextual interpretation of the Hague-Visby Rules, with primary emphasis on the intention behind Article III, Rule 6 of the Rules, which lays down a one-year time bar for the claims against the carrier.<sup>23</sup> Firstly, they pointed to the specific wording of the rule, which states that it was meant to define a time within which an action can be brought in connection with the carriage of goods. This interpretation incurs the initial purpose of the Hague-Visby Rules to eliminate the loopholes in international shipping laws, leading to the prospects of endless liabilities of carriers after the discharge of cargo. The Court also considered the travaux préparatoires of the Visby Protocol which introduced changes to the Hague Rules.<sup>24</sup> Even though statements from the Visby Protocol negotiations showed a clear desire to expand

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<sup>22</sup> Ibid.

<sup>23</sup> G. D. Cameron III, 'International Business Law: Cases and Materials.' (2015) Van Rye Publishing, LLC.

<sup>24</sup> L. Wiedenbach. 'Treaty Law.' *The Carrier's Liability for Deck Cargo: A Comparative Study on English and Nordic Law with General Remarks for Future Legislation* (2015): 15-29.

the applicability of the time barrier to as many scenarios where the carrier is likely to be held liable as possible.<sup>25</sup> Finally, the Court pointed out the factor of stability as an outcome of the presented judicial precedent. Thus, according to the Court of Appeal ruling that the time bar applies to post-discharge misdelivery, these principles are protected, and carriers and cargo owners will know where they stand under the Hague-Visby Rules.<sup>26</sup> This decision thus sustains the system of restrictions and risks which has the goal of protecting the interests of all participants in the maritime transportation of goods.

The Court of Appeal gave an insightful analysis of the HVR, especially with reference to the misdelivery claims that pertain after discharge. The judgement questioned the applicability of Article III, Rule 6, which provides one year of limitation on claims against carriers and asks whether this period commences from the physical delivery of the cargo from the vessel.<sup>27</sup> The Court of Appeal carefully considered and examined all the provisions of the Hague-Visby Rules about their applicability to cases other than the physical carriage and discharge of the cargo.<sup>28</sup> The court mentioned that while the Rules apply mainly to the period of carriage from loading to discharge, they also apply to subsequent obligations even if they are not necessarily within the framework of carriage. This interpretation is also consistent with the overall purpose of the Rules since they are supposed to minimize the scope for long-term liabilities for the carriers and thus create a more stable legal background for the world shipping business.

Furthermore, the court cites travaux préparatoires of the Visby Protocol that modify the initial Hague Rules to support the idea that such changes were made to expand the measures of protection regarding carriers from long-term responsibilities. The Court reasoned that the purpose of these changes was to exclude none of the claims in respect of the carriage of goods, resulting from misdelivery that occurred after the discharge of the goods—so long as the misdelivery was in connection with the carriage under the bill of lading. The comparison of the time bar to post-discharge misdelivery by the Court of Appeal underlines the practical and

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<sup>25</sup> T. Solvang, ‘The relationship between nautical fault and initial unseaworthiness under the Hague-Visby Rules. With critical remarks on the Norwegian Supreme Court’s methodology in adjudication.’ (2021) *MarIus* 551: 31-102.

<sup>26</sup> G. D. Theocharidis, ‘Mechanisms of Protection from Non-Contractual Modes of Recovery in Sea Carriage: A Comparison between Common Law and Civil Law Systems.’ (2013) 44 *J. Mar. L. & Com*: 219.

<sup>27</sup> N. J. Margetson, ‘The system of liability of articles III and IV of the Hague (Visby) Rules.’ (2008) Uitgeverij Paris.

<sup>28</sup> K. T. McGowan, ‘The Dematerialisation of the Bill of Lading.’ (2007) *Hibernian LJ* 7: 68.

general applicability of the Hague-Visby Rules. Such interpretation prevents carriers from being answerable for goods without a limit of time after their discharge, which is crucial in sustaining the effectiveness and dependability of international commerce operations under the umbrella of the Hague-Visby Rules.<sup>29</sup> The Court of Appeal based much of its decision on the *travaux préparatoires* – the records of the discussions and evolution of the Visby Protocol – to interpret the Hague-Visby Rules. These records are of great importance in identifying the drafts' intentions especially when the treaty language is vague or generalised. The court's approach complies with Article 32 of the Vienna Convention on the Law of Treaties on reference to supplementary means of interpretation including the preparatory work of the treaty and the circumstance of its conclusion in case of definition of a treaty or in case of one of them being ambiguous.<sup>30</sup>

In the case of the Hague-Visby Rules, the *travaux préparatoires* offered direct and unqualified evidence that because the Visby Protocol introduced new protective measures the so-called time bars were intended to extend carriers' protection also in cases of claims posted after discharge.<sup>31</sup> The analysis embraced by the Court of Appeal highlighted the significance of these papers regarding the determination of context and supporting specification of the extensive use of the Rules to maintain a coherent and foreseeable approach to managing the controversies in the sphere of international maritime law. This use of legislative history will make certain that the Rules are interpreted in a way that best addresses the goals and aspirations of the drafters, and which optimally safeguards fairness and minimizes the risks of litigation in international maritime activities.

## 7. Comparative Analysis with Other Relevant Case Law

This dissertation examines the Court of Appeal's judgement in *The Giant Ace* case as regards the interpretation of the Hague-Visby Rules and more specifically, the time bar provision of Article III, Rule 6. There are some landmark cases such as '*The Jordan II*' and '*The Alhani*' to measure

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<sup>29</sup> C. Rousseau, 'The presentation of the bill of lading, a necessary evil: an examination of the legal implications of the misdelivery of cargo, owing to the non-presentation of the bill of lading, on the rights and duties of carriers and indorsees under South African and English law, and the Hague-Visby rules.' (2019) PhD diss.

<sup>30</sup> Vienna Convention on the Law of Treaties, Art 32 (1969).

<sup>31</sup> S. Girvin, 'The carrier's fundamental duties to cargo under the Hague and Hague-Visby Rules.' (2019) 25 (6) Journal of International Maritime Law: 443-462.

the shift in the jurisprudential development in global maritime law about misdelivery allegations post-discharge.

In The Jordan II [2005] case, the Court of Appeal stated that the responsibilities of the carrier are restrained at discharge and may amplify until the consignee of the merchandise is reached.<sup>32</sup> This extension depends upon the terms mentioned in the bill of lading and the actual position of the delivery. On the other hand, The Alhani [2018] case was more specific where the misdelivery was carried out before the discharge of the goods was completed and in doing so the court observed that the said misdelivery was clearly within the time limits of the Hague-Visby Rules.<sup>33</sup>

Cross-jurisdictionally the courts have been engaged to justify the use of time bars for post-discharge misdelivery. For example, in the United States and some of the jurisdictions of the European Union, COGSA and its analogues, have been similarly interpreted in courts but such interpretation differs with the national legal systems and cases.<sup>34</sup> Usually, the time bar is strictly looked at by U. S. courts as to the period when the carrier is regarded to have taken custody and control of the cargo which in most cases extends up to discharge. Yet, where the carrier's duties are expanded beyond the typical discharge obligations under the contract, as has been noted in some EU precedents, it may be suggested that the courts would extend the time bar beyond the discharge stage, as was seen in the case of The Giant Ace. These differences point out the variation in the jurisprudence of carriage of goods across the world and thus, the arguments highlight that the analysis of contractual terms and their impact on legal relations between carriers and shippers is crucial.

The holding in the Giant Ace extends certain principles affirmed in a case like The Jordan II and differs from the other relatively restrictive impressions stipulated in The Alhani. The Giant Ace submitted that the extended ambit of the Hague-Visby Rules, as sought to be amended, is to offer umbrella carriage liabilities that encompass the liabilities arising post-discharge, in case the bill of lading chooses to expand the carrier's responsibility. It is this broader application that helps to close other gaps, which if they exist, may force the carriers to assume longer periods of liabilities.

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<sup>32</sup> "The Jordan II [2005] EWCA Civ 57."

<sup>33</sup> "The Alhani [2018] EWHC 1495 (Comm.)."

<sup>34</sup> O. Bokareva, 'Uniformity of transport law through international regimes.' (2019) Edward Elgar Publishing.

Another case in point is the Court of Appeal's decision to look into the travaux préparatoires of the Visby Protocol in *The Giant Ace* to consider legislative intent even more thoroughly — particularly in cases where the interpretation is questionable. This approach is well synchronized with a less conflicting and more properly applicable international maritime law for the protective shields of the carriers while equally making sure that the rights of cargo owners are not undermined excessively. The findings have implications for understanding the construction of the Hague-Visby Rules through the comparative analysis of *The Giant Ace* with *The Jordan II* and *The Alhani*. This has elevated a shift in emphasis towards a dynamic and liberalized approach to construing carriers' liabilities under the Rules based on contractual provisions and comparative international jurisprudence.

## **8. Implications for Future Claims and International Maritime Law**

The *Giant Ace* case, a precedent the Court of Appeal set, has significant consequences extending into future misdelivery complaints and other fields central to maritime law. This decision not only elucidates but also possibly realigns the complete understanding of the Hague-Visby Rules concerning the scope of the carrier's responsibilities and the extent of the shipper's remedies after discharge.<sup>35</sup> The assurance by the Court of Appeal that the time bar in Article III Rule 6 of the Hague-Visby Rules applies to the misdelivery claims after discharge has shifted the ways of handling similar future cases in some way. This decision further emphasized the clauses provided in the bill of lading where contractual terms can also enhance the carrier's responsibilities beyond simple discharge.<sup>36</sup> In this regard, for future claims, it shall be seen that exact contract language will be analysed to ascertain the scope of a carrier's liability.<sup>37</sup> This may entail a stricter adherence to terms and conditions as stated in bills of lading concerning delivery, and discharge timings and conditions hence eliminating other loose ends that could see the liability period of a carrier prolong themselves.

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<sup>35</sup> K. Chadwick, 'Unmanned maritime systems will shape the future of naval operations: is international law ready?' (2020) In *Maritime Security and the Law of the Sea*, pp. 132-156. Edward Elgar Publishing.

<sup>36</sup> S. Peel, 'Development of the bill of lading: its future in the maritime industry.' (2002) PhD diss., University of Plymouth.

<sup>37</sup> B. Fu, 'Unification and Coordination of Maritime Jurisdiction: Providing a Judicial Guarantee for International Trade and Marine Transport.' (2022) 9 *Frontiers in Marine Science*: 848942.

The decision might create shifts in the relationships the carriers have with their contracts as well as operations undertaken by them. It can be observed that carriers might wish to, even more, advance their period of liability or redesign terms such as discharge and delivery to contain liabilities. In return, shippers may retaliate by demanding more open and concrete guarantees and safeguards for the cargoes after discharge the emergence of insurance or other additional security as and during the transport and delivery stages.<sup>38</sup> Besides, the decision may lead legislators and global organisations to reconsider and possibly update shipping laws to adjust them to modern shipping practices as well as juridical outcomes.<sup>39</sup> It may require reconsideration of the limitations of carriers and rights of shippers under the international conventions of carriage of goods by sea to adequately safeguard the interests of respective parties as well as balance which allows to continue international trade.

## **9. Recommendations for Stakeholders in Maritime Operations**

Thus, several strategic practices should be adopted for the stakeholders in maritime operations which include carriers, shippers, and legal practitioners. Firstly, the terms of the contracts must be thoroughly reviewed; bills for lading and transport contracts, among others, have to state in detail who, when and under what conditions have to deliver or discharge cargo. It is also necessary to continue focusing on documentation improvement and communication lines during the carriage and delivery stages to define responsibilities and avoid conflicts on the issue. Being in touch with the legal changes is essential to make sure that the working practices correspond to the newest case laws and international requirements. Furthermore, the management of delivery risks through insurance, security, and contingency planning is essential to minimize a firm's risk of loss from misdelivery and or related legal proceedings. In combination, these actions, based on the jurisprudence emerging from The Giant Ace and other similar cases, play a crucial role in the formation of future legal staking, compositions of contracts, and regulation in the maritime business area.

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<sup>38</sup> L. Ray Chandnani, ‘General Insurance, Reinsurance and Risk Management Glossary.’ (2017) Notion Press.

<sup>39</sup> N. Klein, ‘Maritime Security and the Law of the Sea.’ (2011) Oxford University Press, USA.

## **10. Conclusion**

This dissertation carries a critical analysis of the alterations brought by the Court of Appeal's judgment in *The Giant Ace* on the Hague-Visby Rules regarding misdelivery post-discharge claims. The case finally resolves the seemingly perplexing status of carriers' liabilities as it expands the perceived promise of Article III, Rule 6. This extension of time addresses legal vagueness and establishes a significant precedent of equal importance for the principle of legal certainty in maritime law and removes carriers from unnecessary and uncertain liabilities. This judgment which draws clear lines between the carriers and the cargo owners is very likely to reduce the complexity of shifting responsibilities in a contract of Maritime business. This way the Court not only helps shed light on the need to understand the carrier's duties contained in the contracts but also stresses the importance of precise contract wording to avoid unnecessary liability clauses which are not common carriers' norms. This approach aligns with the general principles of international law that call for stability of law in matters of commerce and shipping, desiring fair and stable results. Furthermore, this decision applies not only judicially but practically in the field of operation of shipping companies and existing business and contractual conditions may have to be rethought because of this new mentality of the courts. This means that there needs to be strict adherence to the preparation of Bills of Lading and attention paid to clauses in a contract that may bring in additional liabilities to the carriers. In terms of the limitations of this study, although this decision offers a clear reading of the Hague Rules, the application of such rules is still subject to a juridical perspective as well as specific contractual circumstances. Future studies could continue from here on by looking into how various systems of law treat these laws, which could go a long way towards making the maritime laws of the world even more standardized. In conclusion, *The Giant Ace* is not only the primary step in locking maritime jurisprudence but also the resource for future legal problems and legislative reform. This case will have a huge impact on the development of various subsequent theoretical propositions and actual implementations that will greatly affect the advancement of international maritime shipping regulation. Therefore, the case remains a monumental legal precedent in admiralty law and remains applicable to subsequent legal analyses and possibly contracts governing shipment and delivery.

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