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A Certain Controversial Issue Concerning the Arrest of Foreign Flag Ships Under Brazilian Law

In a broad sense, as a matter of Brazilian law, the arrest of assets is a provisional or interim remedy that may be granted by a court so as to ensure satisfaction of a judgment in a present or future action of law brought to enforce the collection of a debt. It results in a preventive and provisional seizure of assets of a value deemed to be sufficient for providing security to the debt.

Specifically in relation to the arrest of ships,[1] pursuant to Article 479 of Brazilian Commercial Code (Law No. 556 of June 25, 1850), the arrest (also known as "embargo") may be granted with grounds upon one of the credits that are qualified as "privileged" by Brazilian law. Under the same legal provision, said "privileged" credits are equivalent to "tacit mortgages" on the ship, and, accordingly, have in rem effects, constituting a maritime lien on the vessel.

As a consequence thereof, under Brazilian law, the granting by a court of a provisional remedy resulting in the arrest of a ship, irrespective of her flag, essentially takes into account whether the arrest is grounded on one of the credits that give rise to a maritime lien on the vessel.

The list of credits that gives rise to a maritime lien on the vessel is provided by Articles 470 and 471 of the Brazilian Commercial Code, as amended and complemented by Article 2 of the Brussels Convention of 1926, which is in force in Brazil by virtue of Decree No. 351 dated October 10, 1935. As a matter of Brazilian law, the Brussels Convention of 1926 has the same status and applicability as any other Brazilian federal law.

It must be pointed out, however, that pursuant to the literal wording of Article 482 of the Brazilian Commercial Code, a foreign flag vessel may not be arrested in Brazil unless it is due to: (i) a privileged credit originating in Brazil; or (ii) even if originating abroad, a privileged credit that is grounded in a title that has elected Brazil as the venue for payment of the debt, and thus may be considered enforceable in Brazil. It is worth mentioning that, in order to be considered enforceable in Brazil, a foreign credit must not only fulfill certain formal requirements related to the title in which it is based,[2] but should also to be under the hypothetical jurisdiction of a Brazilian Court.

In practical terms, it cannot be denied that, although the Brazilian Commercial Code does not prevent the arrest of foreign flag vessels, the literal wording of Article 482 may be considered to be imposing of severe restrictions to such arrest, which could result in reducing its applicability to a small number of cases.

Nevertheless, it should be noted that it has long been a controversial matter amongst Brazilian scholars whether Article 482 of the Brazilian Commercial Code is still in full force, there being arguments for both opinions.

The opposites to the contemporary force and applicability of said Article —with which we personally agree — not only sustain that it is a completely anachronistic rule,[3] but also that it was barred by the Federal Constitutions that superseded the Brazilian Commercial Code, such which do not permit distinctions between national and foreign individuals and/or entities concerning the title and exercise of civil rights and/or obligations. This being the case, it would not be possible for the Brazilian Commercial Code to provide for a different treatment between Brazilian and foreign flag ships concerning their arrest before Brazilian Courts.

The thesis in favor of the non-full applicability of Article 482 of the Brazilian Commercial Code seems to be explicitly confirmed by Brazilian Courts by at least two traditional precedents: in 1908 by a Brazilian Supreme Court decision, and in 1940 by a decision of the Court of Appeals of São Paulo.

Since then, although the issue seems to remain to a certain extent controversial amongst Brazilian scholars, and regardless the fact that no other precedents of particular relevance seem to exist in our case law, the non-full applicability of Article 482 of the Brazilian Commercial Code has been at least implicitly recognized by a number of Court decisions.

1 And with no prejudice to the additional hypothesis of arrest provided by the Brazilian Code of Civil Procedure (Law No. 5.869, dated January 11, 1973).

2 As per the provision s of the Brazilian Code of Civil Procedure.

3 Indeed, the enactment of the Brazilian Commercial Code is contemporary to the period that superseded the opening of Brazilian ports to international trade, which was instituted by a decree of D. João VI, King of Portugal, in 1808. The rationale of the Code was to stimulate the use of Brazilian ports by foreign vessels.

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Liability of the carrier of passenger ships: Impending changes

With the unfortunate incident of the Concordia the world was reminded that maritime catastrophes are not limited to the sinking of tankers, the collapse of platformsor thestranding of containerships but could take again, at any time, the terrific shape of the Titanic ghost and not only harm the environment or commercial interests but also lead totragicpersonal injuries and loss of life. As a result, the issue of the liability of the carrier of a passenger ship sprung back into the limelight.

Entry into force of new EU Regulations

In fact, for once, the European Union did not wait the occurrence of a disaster to take initiatives and enact provisions meant to set the framework of applicable liabilities. The coming month of December will witness the entry into force of 2 major regulations adopted by the European Parliament respectively on 23 April 2009 and on 24 November 2010: The EU Regulation n°392/2009 on the liability of carriers of passengers by sea in the event of accidents which will enter into force on 31st December 2012 and the EU Regulation n°1177/2010 concerning the rights of passengers when travelling by sea and inland waterway, which will enter into force on 18 December 2012.

Both Regulationsare declared to be fully binding and directly applicable in all the 27 EU Member States of the European Union.

In an attempt to reach the same level and nature of liability in both international and national transport with the European Community, the EU Regulation n°392/2009 implements in fact into all Member States the 1974 Athens Convention relating to the Carriage of Passengers and their Luggage by Sea 1974 and the Protocol of 20 October 2002, which although ratified by the European Union by Council decision 2011/22 of 12 December 2011 and Council decision n°2112/23 of 12 December 2011, were still ignored by most Member States, including France. Indeed, as of 31 August 2012, only Latvia, from the EU Member States, had ratified the 2002 Protocol.

The EU Regulation also incorporates and makes binding parts of the IMO Guidelines for the implementation of the Athens Convention, adopted by the Legal Committee of the IMO on 19 October 2006.

Hence, starting from 1st January 2011, the legal regime devised by the Athens Convention and the 2002 Protocol will be applicable in all Member States to international as well as to domestic carriage of passengers by ships. Indeed the EU Regulation extends the scope of application of the Convention so to cover any carriage of passengers by sea, where the ship flies the flag of or is registered in a Member State; where the contract of carriage has been made in a Member State, or where the place of departure or destination, according to the contract of carriage is in a Member State.

The EU Regulation only left out articles 17 and 17 bis of the Athens Convention, as amended, concerningthe issues of jurisdiction and recognition and execution of judgments, considering that they are already tackled, on a European level, by the Brussels Regulation n°44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

Impact on French law

The entry into force of the EU Regulation n°392/2009 willbring substantial changes to the traditional regime of liability instituted by the law nn°66-420 of 18 June 1966relating to contracts of maritime affreightment and carriage and integrated now into the Code of Transports.

Nature of liability

In particular, while French law providesthat the liability of the carrier for death or personal injury shall be presumed in case of a major incident, and demonstrated in case of an individual accident, the new regime distinguishes between damage caused by a non-shipping incident, where the liability of the carrier must be proven, and damage caused by a shipping incident, where the liability of the carrier shall be presumed. Under French law, when the carrier is presumed liable, he may exclude his liability by bringing the evidence that the damage was not caused by his fault or the fault of his servants. Under the new regime the carrier must demonstrate that the damage was caused by an act of war, a force majeure event orthe wilful misconduct of a third party. However, this strict liability applies only up to the amount of 250,000 SDR. For any supplemental amount – within the applicable limitation of liability – the claimant will have to prove the fault of the carrier.

Valuables which are left in the custody of the carrier are subject, under domestic law, to the general principles regarding deposit (art. 1921 et seq of the Civil Code), which imply a strict liability of the carrier, unless he proves the exercise of all due care. The Code of Transports expressly provides that the carrier cannot limit his liability in this respect. Under the new regime, the carrier shall be liablefor the loss of or damage to the said valuables up to the limit of 3,375 SDR per passenger and per carriage.

Liability for delay is not tackled by the EU Regulation n°392/2009 while under French law it is expressly provided that the carrier is liable for any damage due to delay resulting from the breach of his duty to keep the vessel seaworthy and appropriately equipped and supplied, or from a commercial fault of hisservants.

This being said, the EU Regulation n°1177/2010 concerning the rights of passengers when travelling by sea and inland waterwaytackles expressly delay and cancellation of voyages and sets the corresponding compensation on the basis of a percentage of the ticket price, without prejudice to the rights of the passengers as established by Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours.

Limitation of Liability

As for the limitation of liability of the carrier, the EU Regulation n°392/2009raises the ceilingfrom 460 Euro to 2.250 SDR per passenger for cabin luggage, from 1.520 Euro to3.375 SDR per passenger for all other luggage, from 4.600 Euro to 12.700 SDR per vehicle.

Concerning personal injury, French law refers expressly to the limitation set by the 1976 Convention on limitation of liability for maritime claims as amended (ie. 175.000 SDR per passenger). The EU Regulation provides for three different layers: The specific layer of 400,000 SDRper passenger for each distinct occasion;the layer provided by the 1976 Convention as amended and ;a layer with respect to terrorism related damage, which is the lower of 25.000 SDR per passenger and 340.000.000 SDR per ship on each distinct occasion.

The EURegulation tackles also a specific issue, which is the loss of, or damage to, mobility equipment or other specific equipment used by a passenger with reduced mobility and provides that its compensation shall correspond to the replacement value of the equipment concerned or, where applicable, to the costs relating to repairs.

Time Bar

Action against the carrier will remain unchanged when it is related to death or personal injury (two years) but is brought from oneto two years when it is related to loss of or damage to luggage or vehicle.

Insurance

An interesting aspect of the Athens Convention, introduced into French law through the EU Regulation n°392/2009 will be the obligation laid on the carriers to conclude an insurance for 250.000 SDR per passenger and hold the corresponding blue card (effectively a promise to pay made to the flag State of the vessel, which in turn issues a certificate) and the right granted to the passengers or their heirs to act directly against the insurers although this latter concept has already been established under French law (art. L124-3 of the Code of Insurance).

Advance Payment

Finally and perhaps this is the most peculiar contribution of the 2002 Protocol, as reproduced by the EU Regulation n°392/2009: the advance payment of monies by the carrier, in the event of the death of or personal injury to passenger, with a view to covering the immediate economic needs on a on a basis proportionate to the damage suffered (not less than 21,000€), it being understood that the advance payment would not constitute recognition of liability and may be offset against any subsequent sums paid.

Obviously, the future will see French courts highlight further the major character of the changes brought by the EU Regulation n°392/2009, which impactwill be all the more important as it will unify the regime applicable for national and international carriage of passengers by ships flying the flag of a Member State. In this respect, the French Code of Transport, which entered into force on 1st December 2010, anticipated the coming change by indicating expressly that its provisions will only apply subsidiarily.Yet this effort of harmonization will not be complete until France and more generally all EU Member States do indeed ratify the 1974 Athens Convention as amended by the 2002 Protocol, so to extend itsframework beyond the EU borders, and hopefully bring in their wake the largest number of countries from the international community.

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Arrests under article 3.4 Brussels Convention 1952 in two recent decisions of Italian Courts

Italy is a signatory of the Brussels Convention 1952.

If a ship is flying the flag of a state party to the 1952 Arrest Convention, arrest in Italy can be sought only with respect to maritime claims listed under article 1.1; if the ship is not flying the flag of a contracting state she can be arrested for the aforesaid claims as well as for any other claim for which arrest is allowed under Italian law (i.e. virtually any credit or claim against the owner of the vessel, including those not mentioned in the list of maritime claims set out by article 1 Arrest Convention).[1]

Italian Courts generally apply the 1952 Arrest Convention also for arrest of ships flying the flag of a non-contracting state, on the basis of a rather extensive construction and application of article 8.2 of the Convention.[2]

However, the position taken by Italian Courts on the issue is far from being settled and uniform: although the majority of the recent decisions for instance have held the applicability of the entire Convention including Article 7 on jurisdiction, such a possibility has been excluded by the Italian Supreme Court 20 years ago,[3] and quite recently by the Court of Trieste.[4]

An issue still controversial is the possibility to seek the arrest of a ship based on article 3.4 of the Convention if the claim is not secured by a lien: several Courts [5] have declined to grant the arrest on the grounds that article 9 makes clear that the Convention does not create maritime liens, and that an arrest based on article 3.4 in the absence of a lien could not be subject to further enforcement against the owners and the ship.

The existence of a lien is determined by the law of the flag at the time the claim or credit arose. Italy is a signatory to the 1926 Liens and Mortgages Convention, and recognizes a list of maritime liens under article 552 of the Italian code of navigation, which largely coincide with the list contained under article 1 of the 1926 Convention.

A recent and quite detailed (but probably controversial) decision of the Court of Genoa[6] has opted for the full applicability of article 3.4 of the Convention to arrests arising from claims vs. the charterer regardless of the fact that at the time the arrest is sought the charter-party is terminated, holding that the applicant is entitled to obtain security in form of bankbook issued "to the order of the Court".

The Court has argued that the Convention does not explicitly require the actual existence of the contract at the time of the application, hence implying that the arrest is possible even following termination of the contract (provided that the claim is not time-barred), that Owners can seek some form of protection from risks of arrest arising from charterer's operations by asking the charterer to provide a suitable performance guarantee. The Judge has added (with a comment which may sound rather questionable to many readers) and that Owners are "likely aware of the employment of the ship" and can therefore foresee the liabilities which may arise from the conduct of the charterer.

The Court has furthermore held that the creditor can cash the sums deposited as security as soon as he has obtained a judgment liquidating the claim, and there is no need that the judgment is made against the guarantor; the decisions has therefore rather swiftly bypassed the notoriously thorny issue of the wording of the guarantee to be issued for the release of the ship in case the arrest is originated by a claim vs. the charterer and the party seeking the release is the registered owner.

An almost contemporaneous decision of the Court Trieste[7] however proves that the issues are far from being settled.

Either under Italian law (art. 684 c.p.c) or pursuant to the provisions of the Brussels Convention 1952 on arrest of ships (art. V) Owners may obtain the release of the ship arranging the issuance of a suitable guarantee.

The options available in this respect are actually two: escrow or bank guarantee (or Club's LOU).

The first solution implies that the sums are deposited into a special bank account and authorization from the Court is sought to shift the arrest from the ship to the sums. Funds are kept under escrow and released upon authorization of the Court if the claimant proves that it is entitled to receive the payment out of the money.

The escrow solution is generally adopted either where the applicant refuses to accept a guarantee, or where the Owners wish to challenge the arrest, since the arrest order is simply shifted onto the sums and the defendant is therefore allowed to challenge the arrest after the release of the ship.

The second option is a guarantee payable against an enforceable judgment issued by a Court having jurisdiction, or payable against an award or agreement, based upon wording which normally is the one currently used for the standard P&I LOU forms. In this case the arrest is withdrawn against the release of the guarantee, and there is no more possibility to challenge the arrest.[8]

A crucial issue is the wording of the guarantee, which may be difficult to agree upon where the arrest is sought in respect of a claim against the disponent owner/charterer; it is generally possible to agree upon the issuance of a LOU with such a wording to cover also a claim against the disponent owner/charterer on the ground that the claim is secured by a lien on the ship, but when no lien exists the issuance of the guarantee gives frequently rise to heated debates.

In the matter decided by the Court of Trieste Giuliana Bunkeraggi had a claim arising from unpaid supplies in favor of two ships belonging to different owners, both time chartered to Maxima S.r.l. at the time the supplies were requested.

Giuliana arrested one of the ships, and Owners obtained the release by depositing the amount claimed in form of bankbook. Giuliana then summoned before the Court of Trieste the r/owners and the time charterers, asking the Court to hold that the claim was secured by a lien on the ship and that they were entitled to enforce the claim on the security provided by the Owners.

The Court has rejected the view that pursuant to article II.5 of 1926 Brussels Convention or pursuant to Turkish law a claim arising from unpaid supplies of bunker contracted by the time charterer is secured by a lien, and has accordingly rejected the request of enforcement of the claim on the guarantee, which has been consequently released in favor of the registered owners

1 *Court of Appeal of Genoa, 12 February 2000, Morsviazputnik Satellite Communications Navigational c. Azov Shipping co.; Court of Venice, 6 October 1999, Elmar Shipping Agency c. Turkmen Shipping.*
2 *Court of Genoa, 22 March 1994, Galaxy Energy International ltd. c. Soc. agenzia maritt. Dolphin.*
3 *Cassazione, 25 May 1993, Equinox Shipping Co.*
4 *Court of Trieste 14 August 2008, Ramazan Gunduz c. UN Ro-Ro Isletmeleri.*
5 *Court of Ravenna, 23 march 2000, Jakil c. International Transportation co. ltd; Court of Ravenna, 4 August 2001, Aagaard Euro Oil c. Sea Frantic co. ltd; Court of Venice 5 June 1998, Exnor Craggs ltd. c. Companie Navigatie Maritime Petromin.*
6 *Court of Genoa, 19 February 2010, Alpha Trading c. Venezia Shipping.*
7 *Court of Trieste, 16th November 2010 Giuliana Bunkeraggi c. Maxima S.r.l. e ONUR Denizcilik Ve Petrol Urunleri.*
8 *Court of Genoa, 6 December 1994 Marline Universal Shipping co. c. Mediterranean Overseas Shipping Agency.*

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Claudio's main areas of practice are commodities, marine cargo and goods in transit claims (charterparties, bills of lading, CMR and multimodal transports, GAFTA, FOSFA and Incograin contracts) and related insurance disputes in both court and arbitration proceedings. Fluent in English and French, he assists some among the major traders, marine insurers, carriers and freight forwarders in Italy and Europe, and has represented clients in court proceedings and arbitrations in several jurisdictions; he is an accomplished and well-known lecturer, both nationally and internationally, on the legal aspects of shipping and trading. Claudio is the author of a two widely used handbooks on cargo insurance and international sale of soft commodities. He is a regular contributor of Il Diritto Marittimo, Maritime Risk, Gaftaworld, Forwarder.com and International Law Office. He is Vice Chair of the Land Transport Committee of the International Bar Association and is member of the editorial board of Diritto e Trasporti.

Mexican Law on Arrest of Ships

Mexico has had no special legislation on this matter neither in their old Codes of Commerce, nor the Navigation and Maritime Commerce Act 1963, it was until 1994 when there was a draft chapter of procedural rules on this matter, but was not finally approved as it was not considered appropriate to include adjective law in this Act. This project basically followed the concepts of the 1952 Convention.

The drafting the Navigation and Commerce Act 2006 included Adjective Law within the Act and also included within a project of maritime procedures on arrest of ships.

The Mexican Constitution establishes that all disputes that arise and relate to maritime law should be under the authority of the Federal Courts, therefore it will be up to a District Judge to study arrest cases and can issue arrest orders against a ship.

The Navigation and Maritime Commerce Act also orders that the nearest District Judge shall have jurisdiction on the arrest of ships in the port where the vessel lies.

In this sense, our law does not make any distinction on flags, it only requires that the ship is in the port from which the District Judge has jurisdiction, so that any vessel that is in a Mexican port may be subject to arrest proceedings.

The second requirement is the existence of a credit. In Mexico, vessels may be arrested only for credits arising from:

I. Loss or damage caused by the use of the vessel;
II. Death or injury occurring, whether on land or on water, in direct relation to the use of the vessel;
III. Assistance or salvage operations or any salvage agreement, including, if applicable, special compensation relating to salvage operations or assistance to a vessel, that by itself or its cargo threatened damage to the environment;
IV. Damage or threat of damage from the vessel to the environment, coastline or related interests, measures taken to prevent, minimize or eliminate such damage; compensation for the damage, the costs of reasonable measures of reinstatement of the environment actually undertaken or to be to be taken, losses incurred or may incur in connection with such third party damage;
V. Costs or expenses relating to the raising, removal, recovery, destruction or the rendering harmless of a sunken ship, wrecked, stranded or abandoned, including anything that is or has been on board, and costs and expenses relating to the conservation of a vessel and its crew maintenance;
VI. Any agreement relating to the use or hire of a vessel;
VII. Any agreement relating to the carriage of goods or passengers on the vessel formalized in the bill of lading, ticket or otherwise;
VIII. The loss or damage to the goods, including luggage, carried on board the vessel;
IX. General Average;
X. Tug services;
XI. Pilotage;
XII. Goods, materials, supplies, fuel, equipment, including containers supplied or services rendered to the vessel for use, management, conservation or maintenance;
XIII. The construction, reconstruction, repair, alteration or fitting of the vessel;
XIV. The rights and duties of ports, canals, docks, harbors and other waterways;
XV. Salaries and benefits due to the master, officers and other crew members under their employment on the vessel including costs of repatriation and social insurance contributions payable on their behalf;
XVI. Disbursements incurred on account of the vessel or its owners;
XVII. Insurance premiums, including protection and indemnity, payable by the owner of the vessel, or the bareboat charterer, or on their own in relation to the boat;
XVIII. The commissions, brokerages or agency fees payable by the owner of the vessel, or the bareboat charterer, or on their own, in relation to the boat;
XIX. Any dispute concerning the ownership or possession of the vessel;
XX. Any dispute between co-owners of the vessel about its use or exploitation of the vessel;
XXI. Claims secured by mortgage, and
XXII. Any dispute arising from a contract of sale of vessels.

Maritime law in Mexico requires the submission of original documents as evidence of the credits before the arrest judge and unfortunately we have to mention this serious setback of the legislator, since in practice it is extremely difficult for the practitioner to have trial on a different jurisdiction, whether domestic or foreign, yet use original documents in more than one trial as it is not provided that an arrest be requested with certified copies issued by a Court, Public Notary or apostilled; that are widely accepted in our legal system otherwise. Also, all documents in foreign languages must be translated to Spanish by Court official translator. This formal requirements difficult a prompt arrest of a vessel, therefore the need to plan the arrest well in advance.

The creditor may submit his request personally or through a duly accredited legal representative, which will require a formal PoA, in writing to the District Court of the place where the vessel lies and the Court, after studying and reviewing each and every one of the original documents that supports the claims, will order the arrest.

The petitioner must accompany support and indicate in its filing the following:
a) The amount of the credits.
b) The documents evidencing the credits.
c) Description of property to arrest.
d) Description of the reasons which make the arrest necessary.

Once issued the arrest order, the Judge will communicate by telephone and then confirm it by any means of transmission of text, fax, telex, electronic mail or any other to the Navy, the Ministry of Communications and Transport (Maritime Authority in Mexico) and the Harbor Master.

This was provided for in the Navigation and Commerce Act so that once the arrest order is issued there is no delay in compliance with the order due to service of documents, empowering the Maritime Authority and the Navy to stop any attempt to sail that can generate an evasion of justice. The Harbor Master will deny clearance to the vessel and the Ministry of the Navy has the faculty of physically preclude the scape of the vessel through its marine patrol.

The Court, in the arrest order will set an amount for security to be presented by the claimants, to guarantee any possible damages that may result by a wrongful arrest. The arrest order shall have no effect until such time as this guarantee is not presented as determined by the court. The guarantee may be posted either by a cash deposit to the Court or a bond issued by a duly authorized Mexican bonding company.

The arrest order shall be issued without hearing the other party and run without prior notice, meaning that proceedings will be secret until after the arrest has been executed.

After the notice to the maritime authorities, the Court shall send a clerk to carry out the execution of order and service. Moreover, the Court clerk shall specify the place where the vessel shall remain, but above does not prevent the Harbor Master to direct the movement of the vessel within the port limits to facilitate maritime traffic to a position that will not cause harm to other ships entering or departing the same. Finally, in the diligence should appoint the depositary who shall be responsible for the safekeeping of the vessel as long as the arrest is in force or until a judicial auction.

If the arrest was ordered before the main trial has commenced, it will be lifted unless the lawsuit is filed within five working days after it was arrested, i.e. the arrest would be without effect, releasing the vessel immediately. If the creditor does not initiate proceedings before a competent Court or arbitration panel, as it may correspond, within 5 working days then after the arrest is lifted and the petitioner must respond for the damages caused by the wrongful arrest of the vessel.

The Court may, on request of the claimant authorize the judicial sale of the vessel when requiring immediate disposal because goods can not be kept without damage or decay, or if its conservation is too expensive compared to its value; the proceeds of the sale shall be made available to the Judge.

The party or alleged debtor may file a counter security in order to obtain from the Judge the release the vessel, provided that in the Judge opinion is sufficient to meet the obligations that may be condemned to pay in the main proceedings. Again, this guarantee may be in the form of a cash deposit or a bond issued by a Mexican bonding company.

In the case of periodic benefits, the judge is entitled at its discretion to increase the security set provided that last longer than six months and is requested by the creditor.

If the petitioner does not obtain a favorable decision in the main proceedings, he must also respond for a wrongful arrest, that may be enforced against the guarantee presented to obtain the arrest order.

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Active member of the Iberoamerican Institute of Maritime Law and of the Mexican Maritime Law Association, A. C. (Association assigned to the Committee Maritime International CMI) since 2003 to date. Also he has been an Arbitror of the Mexican Arbitration Centre. He is a partner at Melo & Melo Attorneys, law firm established in 1881 by Macario Melo y Tellez. Since then, and for over a hundred years, the firm has gained national and international reputation in every area of its legal practice. The firm joins its experience in corporate consulting and litigation, with the advice to various governmental and non-governmental organizations both, in Mexico and abroad. Furthermore, the firm is involved in legal lecturing, researching and publishing in subjects in which we are specialized. From its establishment to the present, the firm has had the practice of Maritime Law as keystone, as our firm has been a pioneer in this area for over a century. In addition the firm also offers its services in other key disciplines such as Civil, Administrative, Tax, Commercial, Environmental, Corporate, Bankruptcy and Labor Law.