



Legal Questions in Connection With
Ship Arrest for the Bunker Ordered
by Charterer in Slovenia

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A Legal Question

- Is a shipowner or the party that got into contract with charterer obliged to pay bunkers ordered by charterer?
- Contracts that I would like to point out are:
 - Voyage charter
 - Time charter.



The Division of Contracts

Contracts on the exploitation of the ship:

1. Maritime undertaking:

- Carriage of goods: Time and Voyage Charter, carriage of goods (e.g. liner carriage),
- Carriage of Passengers,
- Towing contract
- Other contracts

2. Lease contracts:

- Bareboat,
- By demise.



Nature of Voyage and Time Charter in Slovenia

- Mixed contract (roman law reception):
 1. Locatio conductio rei and
 2. Locatio conductio operis

Add. 1 Hire of a part or of a whole ship

Add. 2 Carriage as a service



Nature of Voyage and Time Charter in Slovenia

Charterer does only have a commercial management of a ship.

He does not become what in civil law countries we would call:

Fr.: Armateur,

E.: Naviero

D.: Der Ausrüster

Sl.: Ladjar

It.: Armatore

Cro.: Brodar



Contract of Supplay of Bunkers

- Carterer and Supplayer of Bunkers enter into contract of sale
- There are always T&C
- Usual provisons of T&C
- BDN signed by master or chief engineer

INTERNATIONAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES OF LAW RELATING TO MARITIME LIENS AND MORTGAGES, 1926

Article 2:

(5) Claims resulting from contracts entered into or acts done by the master, acting within the scope of his authority away from the vessel's home port, where such contracts or acts are necessary for the preservation of the vessel or the continuation of its voyage, whether the master is or is not at the same time owner of the vessel, and whether the claim is his own or that of ship-chandlers, repairers, lenders, or other contractual creditors.



Unpaid Invoice

- The usual situation is that:
 1. Invoice for bunkers is not balanced.
 2. Charter is no longer in contract with shipowner.
 3. Ship is arrested.



Claims by bunker suppliers for non-payment

There are a number of bases on which bunker suppliers may try to claim against the vessel or her owners in respect of bunkers ordered by the charterers:

1. That they remain the owner of the bunkers by virtue of retention of title clause provided for in their standard terms and conditions.
2. That the owners are a party to the bunker supply contract by virtue of the invoice being addressed to them as well as charterers.
3. That they have a maritime lien against the vessel.

<https://www.steamshipmutual.com/publications/Articles/BunkerClaims1112.htm>



I am sorry

- No case law in Slovenia by now.
- All cases have been settled by now.



My question to you:
How would court
decide in your country?



Thank you