# THE ARREST

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# Even Admiralty's Powerful Attachment Procedure Has Limits by Gary Seitz, GSBB Law

In a recent decision, the U.S. Court of Appeals for the Third Circuit<sup>1</sup> in the opening lines stated:

"Litigation involves uncertainty. There is always a risk that after judgment is entered, the other side will not pay. Security is sometimes available to mitigate this risk, but even admiralty's powerful attachment procedure has limits. Bunge has tested those limits.<sup>2</sup>"

The court then analyzed what constitutes a prima facie maritime claim sufficient to support attachment of property under Rule B of the Supplemental Rules of Admiralty of the Federal Rules of Civil Procedure. The court found that qualifying claims must be **ready** 

<sup>1</sup> A federal court with appellate jurisdiction over the district courts for the following districts: District of Delaware District of New Jersey, Eastern District of Pennsylvania, Middle District of Pennsylvania, Western District of Pennsylvania. This circuit also hears appeals from the District Court of the Virgin Islands, which is an Article VI

for adjudication and actually asserted; contingent or incomplete claims cannot be adjudicated and do not meet the requirements of a prima facie claim.

To secure a writ of maritime attachment over a defendant's property pursuant to Rule B, a plaintiff must show that he has an in personam claim against the defendant, which is facially valid and cognizable in admiralty, that the defendant cannot be found in the district for purposes of establishing personal jurisdiction, and that the defendant's property is, or will shortly be, located in the district. Property of the defendant within the district is then subject to seizure. Unlike arrest pursuant to Rule C (in rem), the

territorial court and not a district court under Article III of the Constitution.

<sup>2</sup> By Bunge, the court, of course, was referring to ShipArrested fellow member Stephen Simms.



property seized need not have an underlying connection to the plaintiff's claim and need not be encumbered by a maritime lien. Property is defined broadly and includes traditional maritime assets, but also other tangible and intangible assets, including bank accounts, accounts receivable, and debts.

In the case before the Third Circuit, Tongli Shipping Pte. Ltd. ("Tongli") time chartered the cargo ship M/V Orient Rise to Bunge S.A. ("Bunge") in 2018; Bunge subsequently voyage chartered the vessel to ADM International Sarl ("ADM"). Under orders from the voyage charterer, the Vessel was to carry fertilizer from Saudi Arabia. ADM nominated the Mississippi River as the discharge port. When the Vessel arrived off the Mississippi River in February 2019, things went awry. The Vessel lost two anchors, had issues offloading cargo, and spent a significant amount of time at the repair berth. After the dock owner arrested the vessel, Tongli eventually settled the dispute with the dock owner paying \$3.25 million. In July 2019, Tongli initiated London arbitration proceedings against time charterer Bunge seeking indemnification for the settlement. Bunge counterclaimed, claiming that Tongli owed Bunge money for its losses. Simultaneously, Bunge initiated its own London arbitration against voyage charterer ADM. If Bunge lost on Tongli's claim or its own counterclaim, it would seek that money from ADM. Bunge argued that if it had to indemnify Tongli for the settlement, then ADM must indemnify it. And if Tongli did not pay Bunge for its losses, then ADM had to do so under a safe-port warranty in the voyage charter party.

Unsatisfied with the pace of arbitrations, Bunge filed a complaint in the federal court for the District of Delaware against ADM. The complaint alleged breach of contract and sought to attach and garnish some of ADM's funds under Rule B. The district court issued a writ of maritime attachment; but then, after a hearing, vacated the attachment. The district court reasoned that Bunge had not met its burden of showing a valid prima facie admiralty claim, because both of its claims were contingent on the outcome of its arbitration against Tongli. Bunge appealed.

On appeal, the Third Circuit analyzed what constitutes a valid prima facie admiralty claim sufficient to support attachment under Rule B. "[F]ederal maritime law governs whether a claim sounds in admiralty and that the relevant substantive law governs whether a plaintiff has alleged a valid prima facie claim," citing Blue Whale Corp. v. Grand China Shipping Dev. Co., 722 F.3d 488, 495 (2d Cir. 2013). Both the time charter and the voyage charter selected the law of England to apply.

The court held that, for a valid prima facie admiralty claim, factual and legal sufficiency is required. Factual sufficiency requires application of a heightened pleading standard. Fed.R.Civ.P. Supp. R. E(2)(a). The court commented that the factual sufficient standard "is relatively clear," citing Al Fatah Int'l Nav. Co. v. Shivsu Canadian Clear Waters Tech. (P) Ltd., 649 F.Supp.2d 295, 297-99 (S.D.N.Y. 2009) (explaining that a valid prima facie claim must be "facially sound"). Courts have had less occasion to rule on the legal sufficiency of a claim. The court held that, for a valid prima facie admiralty claim, (1) the claim must be ready to be adjudicated under the relevant law; and (2) the claimholder must have asserted the claim.

The court then undertook an analysis of Bunge's claims under English law. Bunge's first claim against ADM asserted that ADM was liable for Bunge's possible payment to Tongli. The court found that, under English law, Bunge's claim could be brought as a breach of contract claim, or, alternatively, as a claim for an implied indemnity - the court proceeded to analyze both. The court found that an English law cause of action for general indemnity is not complete until there has been payment to a third party. Because Bunge's cause of action was not complete, it could not be adjudicated yet. Thus, the court found the indemnity claim was not a valid prima facie admiralty claim. However, because Bunge could bring the claim as a breach of the safe-port warranty, the court found there was a complete cause of action for breach of contract. A breach of contract claim arises from the date of the breach, regardless of whether the claimant has actually paid what he seeks to recover. Therefore, Bunge's claim for breach of the safe-port warranty



was found to be a complete cause of action under English law, ripe for adjudication. It had also been asserted by Bunge in arbitration. Thus, the court found the breach of contract claim to be a valid prima facie admiralty claim supporting attachment under Rule B.

Bunge's claim for loss of hire against ADM, another breach of contract claim, did not constitute a valid prima facie admiralty claim because it was "explicitly, deliberately contingent." Bunge's arbitration complaint alleged Bunge would seek recovery from ADM "if and to the extent" its claims against Tongli were not upheld. Because the loss of hire claim cannot be adjudicated unless and until that takes place, the court held that such a claim - even if complete from the moment of breach - will not support Rule B attachment. The court commented that if this kind of claim were enough to support Rule B attachment, then claimants could tie up defendants' property for years without ever pressing their claims, a rule which would invite abuse of the attachment remedy. The Third Circuit's decision acknowledges Rule B attachment as a powerful tool, and declines to extend its reach beyond those claims ready to be adjudicated and actually asserted.

The case is: Bunge, S.A. v. ADM Int'l Sarl, 2023 U.S. App. LEXIS 13661 \*, 2023 AMC 340 (3rd Cir. 2023)



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## The Impact of Sanctions on Shipping and

**Trade** by K. Murali Pany & Rafizah Gaffoor, JTJB (Singapore)

An economic sanction is a restriction on trade. It can have a far-reaching and detrimental impact on the economy and business interests including in the maritime sector.

Taking the example of Russia, the US, UK and the EU decided, to varying degrees, to target Russia's energy sector which impacted the shipping industry and its insurers in a range of ways, such as:

- · Blockages in and around the Black Sea;
- A continued rise in container freight rates due to record highs in oil prices;
- The ongoing threat of a Russian cyber-attack on global supply chains;
- Potential delayed payments in the shipping sector as several Russian banks have been banned from using the SWIFT payment system.

### **Singapore**

Singapore, which historically has sought only to give effect to United Nations Security Council sanctions, last year opted to follow Western jurisdictions and enacted its own targeted sanctions against Russia. Although Singapore doesn't engage in significant direct trade with Russia, export controls could have a big impact.

The Monetary Authority of Singapore (MAS) has further issued directions to financial institutions reminding them to manage risks and to stay vigilant to suspicious transactions. While there is no blanket prohibition against all Russian related business and the sanctions remain targeted at specified entities and sectors, it is expected that financial institutions in Singapore will take a cautious approach.

JTJB Partner Rafizah Gaffoor commented: "Sanctions have a big impact on how payments work in the shipping world. We have encountered situations where banks stop payments which reference the IMO



number of a ship which is suspected of trading with Russia, even though it is not officially under sanctions. This highlights how banks sometimes use strong and wide-ranging safety measures. The IMO number stays with the ship no matter if its name changes. So, when people buy or trade ships, they should pay attention to the IMO number, not just the name to prevent any issues in the future. Even if the ship changes hands, banks may flag associated vessel transactions owing to sanctions attached to the IMO number."

### **Letters of Credit: A Case Study**

In the recent Singapore case of *Kuvera Resources Pte Ltd v JP Morgan Chase Bank*, *NA* [2022] *SGHC 213*, Kuvera advanced funds to a seller for the purpose of funding the shipment of coal to a buyer. It was agreed that the buyer was to make payment by issuing two letters of credit ("LCs") naming Kuvera as the beneficiary. Upon the request of Kuvera, JPMorgan Chase Bank's Singapore branch agreed to be the confirming bank of both LCs.

However, subsequently, JPMorgan prepared a 'sanctions screening' of Kuvera's documents and informed Kuvera that it would not pay out on the LCs as the transaction fell within the United States Office of Foreign Assets Control ("OFAC") sanctions regime with respect to Syria as the vessel in this case was owned by a Syrian company.

JPMorgan's confirmations contained a 'sanctions clause' providing that the bank had to comply with US sanctions, even though the transaction was being carried out by the bank's Singapore branch. The Singapore High Court decided that the foreign sanctions clause was valid and enforceable and thus, JPMorgan's refusal to make payment under the letter of credit was justified in this case. [Kuvera has appealed against this decision and the appeal is pending.]

Parties involved in international trade, including shipping insurers, have to closely monitor how certain sanctions affect a particular trade and consider how to mitigate their risk.

Commenting on how parties can mitigate risks, <u>JTJB Managing Partner K. Murali Pany</u>, notes: If there is any potential sanctions risk, sufficient due diligence must be carried out on all material aspects of the transaction – the parties, vessels, cargoes, and source funds involved. Contracts should also contain a tailored sanctions clause to address foreign sanctions risks or limiting liability for contractual default due to complying with sanctions."



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# Emissions Trading Scheme (ETS) Allowances Clause for BIMCO's Ship Management Agreement (SHIPMAN)

by Richard Faint, Chartered Arbitrator (UK)

I have drawn attention to the fact that the "authorities" are closing in on sub-standard vessels in the past. This was discussed openly at our AGM in Malta. Port State interventions have improved the quality of Commercial Shipping, but we should not ignore "Climate Control" and the drive to reduce carbon emissions.

Rules on the quality of vessels, and their polluting propulsion systems, are being tightened all the time.

Members are reminded that vessels that are caught and detained by these Rules may face civil fines; but the delay(s) will also impact on the underlying commercial contracts. Demurrage may be claimed, or hire not paid, and disputes between the parties may



arise. Disputes will arise and claims for damages made (with the innocent party looking to arrest for security).

As part of the increasing rules being tightened (and no doubt because of increased pressure from COP) the IMO has been working on emissions, along with the EU, leading to BIMCO's Documentary Committee adopting a new "Emmissions Trading Scheme - or "ETS" Allowances Clause" for inclusion in BIMCO's Ship Management (SHIPMAN) and 3 ETS Clauses for voyage C/Ps.

These were published by BIMCO on 8 December and are "aimed to facilitate collaboration and provide clarity between certain parties as new regulations come into force".

BIMCO are also pointing out that: "In less than one month our industry will be included in the EU ETS and, in the future, we can expect similar emission schemes".

It is to be hoped that these new ETS Clauses will help in meeting the requirements set by the EU.

While the aim behind BIMCO's ETS Clauses must be that they have been developed for use with any emission scheme (not just limited to the EU ETS scheme) their purpose is to allocate costs between Shipowners and Shipmangers (and thereby ease compliance with ETS schemes).

The Documentary Committee has also adopted 3 ETS Clauses for Voyage C/Ps. These will need to be studied and understood, no doubt they will also be areas where disputes arise and security demanded.

BIMCO is also working on a clause for Contracts of Affreightment. For further useful comments see page 30 of the free web issue of Port Strategies September issue at:

https://webaplicacion.apn.gob.pe/proyecto/wp-content/uploads/2023/09/Port-Strategy-Septiembre-2023.pdf

Members should recognise that there will be disputes, and that the damages claimed for delays could also surface in other contracts - such as for the international sale of commodities, Bills of Lading (dated outside of shipment periods) and Credit Insurance being just three examples.



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Arbitrator Member Dick Faint advises that, having passed 75 years of age, he can no longer accept nominations as an

Arbitrator at GAFTA & FOSFA and has ceased trading as Charter Wise Ltd. The landline telephone number has been withdrawn but he remains a Chartered Arbitrator and open for disputes in other forums. The postal address and mobile number are unchanged.

He remains active with regard to ShipArrested and offers the following advice for this Newsletter

## Houthi Piracy and Freedom of Navigation

by Yoav Harris, Harris & Co. (Israel)

On the 19th of November 2023, a helicopter landed on the M/V Galaxy Leader, a cargo vessel worth \$65M USD¹ flying a Bahamas flag owned by a British corporation, while navigating at Bab-al-Mandeb Strait in the Red Sea next to the shores of Yemen, on its way from Turkey to India<sup>2</sup>. Armed people came out of the aircraft and took over the vessel and its crew of about 25 people with different nationalities. This takeover was followed by an announcement on behalf of the "Yemeni Information Minister in the National Salvation Government", which was published on the following day at FARS news agency, that "all the Israeli ships at the Red Sea would be legitimate targets for the Yemeni armed forces, noting the Sana'a is confronting a strategic enemy of the entire Arab and Muslim Nation", and that "Sana'a has information on all Israeli ships that pass through the Red Sea"3, and with the releasing of photos of the takeover at the Houthi Media Center.

- <sup>1</sup> The Insurer, "Markel Leads ~65mn hull policy for Houthisseized Galaxy Leader vessel".21.11.2023, <a href="https://www.theinsurer.com/">https://www.theinsurer.com/</a>
- <sup>2</sup> Times of Israel, AP and TOI STAFF, "Iran-Backed Yemen, rebel's attack on Israel-linked ship raises risks in vital Red sea", 21.11.2023, <a href="https://www.timesofisrael.com">www.timesofisrael.com</a>



The takeover of the *Galaxy Leader* seems in some ways similar to the manner in which on the 25th of February 2021 the M/V *Hellios Ray* was hit by either a missile or a sea mine while navigating through the Hurmoz Strait after it had called to King Abdul port in Saudia Arabia in a voyage that included the passage through the Suez Canal on her way to the Persian Gulf countries.

At that time, the attack was followed with publications at FARS on the increasing activities of Iranian Navy identifying foreign vessels and of protecting the interests of Iranian vessels, and of an interview with a person named David Swanson which was published under the heading of: "US, Israel Legitimizing Assassination in Other Countries".

The right of innocent passage is provided by UNCLOS (United Nation Convention on the Law of the Sea) not only at the High Seas but also within the territorial waters of a coastal state (*Article 17* of UNCLOS: "ships of all States [...] enjoy the rights of innocent passage through the territorial sea") and in regards to passage through the straits the *Article 38* specifically states that :"all ships and aircraft enjoy the rights of transit passage, which will not be interrupted".

An occurrence in which armed people come down from an aircraft and accompanied by boats take over a cargo vessel while navigating according to its right for an innocent transit passage which should not be interrupted, is included in the definition of piracy (Articles 101, 102 of UNCLOS) as being an "illegal act of violence or detention [...] directed against a ship in a place outside the jurisdiction of any state" and committed by persons of dominant control of the aircraft (or the ship) using it for the purpose of committing the act of violence or detention.

It should be mentioned that UNCLOS imposes liability on the states to "cooperate to the fullest possible extent in the repression of piracy" (Article 100) and provides the states with the authorities of seizure of a pirate ship or aircraft, (such authority includes the seizure of the ship or aircraft, the arrest of the persons

<sup>3</sup> Fars news agency, "Yemen WarnsAll Israeli Ships in the ed Sea 'Legitimate Targets'", <a href="https://www.frasnews.ir">www.frasnews.ir</a>, 20.11.2023

and the seizure of the property on board, *Article 105*) and of a visit and search of the ship engaged in piracy (and also in slave trade, *Article 110*).

It should be noted that Bab-al-Mandab Straits are 'located' in the "corridor' leading from the southern part of the Suez Canal to the Gulf states or to the east - to India and further on. In fact, every vessel passing through the Suez Canal for its navigation in the route taking south and east (or in the opposite direction), has no choice but to pass through this Strait. Making this passage subject to intended organized violence effected against people of different nationalities - both as seafarers, shippers of the cargo carried and their consignees, and owners of the vessels - damages international trade.

The essence of the Suez Canal was evidenced in March 2021 when the MV *Ever Given* was grounded in the sands of the Canal which became blocked, and most of the vessels preferred to wait at the entrance of the Canal for the salvage operations and its re-opening (without being provided with any guarantee that the complicated salvage operations would indeed succeed) instead of taking the alternative long route of navigating along the African continent, as such alternative is not only expensive in terms of costs of oil and days of operation of the vessel (and hire payments), but also exposes the maritime adventure (the vessel, the cargo and the freight to be paid) to many more perils of the sea.

Therefore, securing safe navigation in this essential route of passing through the Red Sea and Bab-al-Mandab is crucial for securing the maritime transport in the area.

In the 80's, during the Iran-Iraq war, when Iran increased its attacks on Kuwaiti vessels, the United States responded in March 1987 by accepting the Kuwaiti request and placed the US flag on eleven of Kuwait's oil tankers and escorted them with US war ships. Additionally, the US and other states employed their war vessels in the Persian Gulf and the Strait of Hormuz in order to protect international shipping and to carry out minesweeping operations - these actions fully



consistent with international law which recognizes the right of a neutral state to escort and protect its ships carrying its flag.<sup>4</sup>

Houthis' attacks on vessels navigating in the Red Sea and other marine area surrounding the shores of Yemen have increased. For example, on the 3rd of December the M/V Unity Explorer (Bahamas flagged, U.K. owned); the MV Number 9 (Panama Flagged) the M/V Sophie II (Panama Flagged) suffered from missile and drone attacks and "occupied" the US war ship USS Carney with intercepting missiles launched from Yemen direction and also protecting itself from a drone launched to its direction from a Houthi controlled area in Yemen.<sup>5</sup> "Zim" shipping company and other vessels decided to avoid entering the Red Sea and to change their navigation routes to the long tour around Africa. This situation will probably cause insurers to make use of the war cancelation clause and to cancel the regular insurance policies with a notice of 14 or 7 days, and requiring the insured to pay higher premium rates for war risk and piracy coverage, reflecting the current risks of navigating in the area. Further to this point, major shipping companies are considering their position. While Maersk has said it is preparing to resume shipping operations through the Red Sea and Culf of Aden, Happag-Lloyd has routed vessels south around South Africa and several ship owners have paused shipments via the Red Sea following the Houthi attacks.

The continuous Houthi attacks on vessels navigating in the area of Yemen has led to the establishment of Operation Prosperity Guardian – an international security initiative under the umbrella of the Combined Maritime Forces (CMF) (commanded by the US Navy) which will jointly address security challenges in the southern Red Sea and Gulf of Eden.<sup>6</sup> The declaration establishing Operation Prosperity Guardian was immediately answered by a Houthi announcement that "Yemeni Armed forces will not stand idly by. They will

promptly target American warships, and barrages of missiles will rain down their sensitive sites".<sup>7</sup>

Also, it should be noted, that on the 4th of December 2023, some explosions were observed in the surroundings of Sana'a – a Houthi army area, which indicate that the attacks on cargo vessels will not go without response.

Currently, more than 90 days have passed since Hamas' carried out the horrific attacks in Israel by murdering 1,200 people on the 7<sup>th</sup> of October, most of them civilians, many of them tortured, and kidnapping almost 200 more. The Israeli government took the view that this was an act of war and that Israel has the right to defend itself. The actions of the Houthis in the Red Sea are said to be in support of Palestinians but are an indication of the dangers of warlike acts in the region, both in land and at sea.



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# New UAE Maritime Law Expands Grounds for Vessel Arrest by Adam Gray, Al Tamimi & Co.

The UAE has issued Federal Law No. 42 of 2023 (the "New Maritime Law") which updates and modernises the country's maritime law after the old (current) law was issued in 1981. The New Maritime Law comes into force on 29th March 2024.

Of the many changes made to the old law, ship arrest has also been updated and expanded. A vessel may be arrested where there is an extant "maritime debt" against that vessel. Entirely new maritime debts are

<sup>&</sup>lt;sup>4</sup> Wolf Heintschel Von Heinegg "Visit, Search, Diversion, and Capture in Naval Warfare", Part II, Developments Since 1945, 30 CAN. Y.B. INT'L L. 89, 1992, page 104.

<sup>&</sup>lt;sup>5</sup> US Centcom press release number 20231203-01"Houthi Attacks on Commercial Shipping in International Water Continue", Dec 3, 2023, <a href="https://www.centcom.mil">www.centcom.mil</a>.

<sup>&</sup>lt;sup>6</sup> U.S. Department of Defense press release, " Statement from Secretary of Defense", Dec 18, 2023, <u>www.defense.gov</u>.

FARS News Agency, "Ansarullah Leder Threatens to Attach US Warship", Dec 21, 2023, www.farsnews.ir



emphasised below in **bold** and pre-existing maritime debts that have been expanded are emphasised in underlined.

- Damage caused by the Ship due to the operation of the Ship;
- b. Loss of life or personal injury occurring in direct connection with the operation of the Ship;
- c. Salvage operations or salvage agreements, even if the ship or its cargo causes imminent damage to the environment.
- d. The damage that the ship may cause to the environment, the coastal strip, or the interests related to them, and the resulting expenses and costs related to avoiding, reducing, or eliminating the damage.
- e. Costs of salving a sunken, wrecked, stranded or abandoned ship and those related to transporting them, restoring them, stopping their harmful effects, or destroying them.
- f. Any agreement relating to the use of a ship, whether contained in a charter party or other document.
- g. Any agreement relating to the carriage of goods or passengers on board a ship, whether contained in a bill of lading, travel ticket, or other document.
- h. Loss or damage to cargo or personal effects transported on board a ship.
- i. General Average Losses.
- j. Towing the Ship.
- k. Piloting the Ship.
- Supplying products or supplying the ship with fuel or tools necessary for use, maintenance, or preservation of the Ship, in whichever place the supply is made.
- m. Building, <u>rebuilding</u>, repairing, or equipping the Ship and the costs of its mooring in docks.
- n. Fees for ports, canals, basins, harbours and other waterways.

- Wages due to the Master and members of the marine crew on board the Ship, <u>including costs of</u> <u>their repatriation and social insurance contributions</u> <u>payable on their behalf.</u>
- p. Amounts paid on behalf of the shipowner or operator.
- q. The insurance premiums for the ship and its Takaful insurance contributions that are obligated to be paid by the ship owner or the charterer, or their representative.
- r. Any commissions, brokerage, or agency expenses payable by the unequipped ship owner, charterer, or their representative.
- s. Any dispute over ownership or possession of the ship.
- t. Any dispute over the joint ownership of the Ship, or the right to the profits arising out of the use thereof.
- u. Mortgage of the ship or any other real insurance that burdens it.
- v. Any dispute arising from the ship sale contract.\*

As you can see, several grounds have been added, namely:

- Costs connected with environmental damage, including preventative action.
- Fees for ports, canals, basins, harbours and other waterways.
- Amounts paid on behalf of the owner or operator.
- Insurance premiums payable by the owner, charterer or their representatives.
- Commissions, brokerage, and agency expenses payable by owners or charterers.
- Any sums arising from a sale and purchase contract dispute.

Some of these maritime debts were already recognised by the UAE courts in practice, although not specifically

<sup>\*</sup>The translation used for this article is not the official version, which is awaited at the date of writing. The wording is subject to change.



identified – such as fees for ports and harbours. Other maritime debts are completely new and allow for different parties to take security for their debts for the first time, such as brokers for their commissions, insurers for their unpaid premiums or calls, or any party connected with a sale and purchase, be it a buyer, seller, broker or any other party with rights under the contract.

Outside of the new maritime debts, several have been expanded. For example, bunker supply debts, previously brought within the meaning of "supplies to the vessel for its maintenance", have now been expressed clearly as a ground. Additionally, costs arising from "preservation", not only maintenance, of the vessel are permissible. Arguably, "preservation" could be broadly construed to include multiple types of third-party party-debts. Crew claims have been expanded to include repatriation costs and social security contributions. Salvage expenses have been expanded to include costs arising from stranded, wrecked or abandoned vessels.

It is too early to tell whether there will be a shift in attitude towards arrests. The UAE has seven Emirates and each court has full autonomy and discretion when considering arrest applications. Consequently, whether an arrest is granted to the party seeking security differs from Emirate to Emirate on the same facts. In recent times, Dubai has become increasingly resistant to granting arrest orders, whilst Fujairah and Sharjah have historically been more 'arrest-friendly' jurisdictions. Variance between decisions across the Emirates is expected to continue.



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Should you have any questions or wish to

instruct us to prepare a vessel arrest application, please do not hesitate to contact Adam Gray.

### Vessel Auction



Enforcement Officer Risto Sepp sells unbuilt 22m survey vessel (catamaran). The electronic auction begins on 16.01.2024 at 7pm (EET) and ends on 23.01.2024 at 7pm (EET). Attending registration and information on vessel will be available on site www.oksjonikeskus.ee

ID: 79253. Starting bid of auction is 150 000euro. For more info: Link with Pictures.

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This newsletter does not purport to give specific legal advice. Before action is taken on matters covered by this newsletter, specific legal advice should be sought. On <a href="https://www.shiparrested.com">www.shiparrested.com</a>, you will find access to international lawyers (our members) for direct assistance, effective support, and legal advice. For more info, please contact <a href="mailto:info@shiparrested.com">info@shiparrested.com</a>.