

AN OVERVIEW OF MARITIME AND ADMIRALTY LAW IN BANGLADESH

.....by *Dr. Zalal Uddin Ahmed**

This is a compilation on Bangladesh Maritime and Admiralty law prepared for giving a detail overview to the P&I Clubs, H&M Underwriters, Claim Handlers, Lawyers, Ship Owners and Brokers dealing with Bangladesh maritime matters. Admiralty jurisdiction of Bangladesh Court, arrest of vessel, releasing any arrested vessel under different circumstances, maritime claims, court fees, wording of bank guarantee, power of attorney and ocean laws that are in existence in Bangladesh etc. are included in this discussion(pages 1 to 16). Paper of Jan'2013 is the first initiative and will be updated in regular interval.

Bangladesh is a coastal state, which borders the sea Bay of Bengal, which is an integral part of the Indian Ocean. In Bangladesh, the term 'admiralty law' is often regarded as the synonymous of 'maritime law' of merchant shipping as in the contents of UK and USA. In general the term maritime is used for wider sense developed out of the conduct of sea transport and admiralty refers to the law administered in Courts. In Bangladesh, Admiralty Jurisdiction is an unfamiliar branch of jurisprudence and Courts jurisdiction is regulated by the Admiralty Court Act 2000 (Act No.43 of 2000) enacted by the Bangladesh Parliament which repealed the British Parliament Act , known as ' The Court of Admiralty Act 1891(Act No.XVI of 1891)



and also, prepared mostly following the laws made by the British Parliament known as The Admiralty Act, 1840 (3 &4. Vict C 65) and Admiralty Court Act, 1861 (24 &25 Vict. C. 10). This Act is modeled on section 20-21 of the English Supreme Court Act, 1981. The substantive law of Admiralty in this jurisdiction is to be found in the Acts of 1840, 1891 and the various court decisions originating from them in the Indian sub-continent. The Admiralty Rules 1912 framed by the British -Indian government is the prevailing rules of the Court pursuant to provisions of relevant section (11) of the Admiralty Court Act, 2000.



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1.1 Admiralty Jurisdiction:

The Admiralty Court Act, 2000 is modeled on section 20-21 of the English Supreme Court Act, 1981. The list of the maritime claims (please see Appendix VI), as per section 20(2) of the Supreme Court Act, 1981, which could arise from incidents at sea can be claimed by the claimants pursuant to Bangladesh admiralty jurisdiction. The Admiralty Court in Bangladesh is open to all citizens of the world. Any person can institute Admiralty suit in Bangladesh against any vessel or Aircraft including its owner and other offending persons. The cause of the suit may arise from:

- Collision of the vessels.
- Short landing of cargo.
- Non-payment of Crew members salary &
- All the claim as narrated in section 3(2) of the Admiralty court Act 2000.

Table 1.2 Admiralty Suits in Bangladesh

Sl No.	Year	No. of Admiralty Suit
1	2003	37
2	2004	24
3	2005	31
4	2006	31
5	2007	17
6	2008	33
7	2009	51
8	2010	60
9	2011	85
10	2012	107

Source: Based on data collected from official website of Bangladesh Supreme Court

Admiralty jurisdiction of the High Court
Division of the Supreme Court of Bangladesh:

1) The High Court Division shall be a Court of Admiralty.

2) The Admiralty Court shall have jurisdiction to hear and determine any questions or claims of the following namely:

(a) any claim to the possession or ownership of a ship or to the ownership of any share thereof or for recovery of documents of title and ownership of a ship, including registration certificate, log book and such certificates as may be necessary for the operation or navigation of the ship;

(b) any question arising between co-owners of a ship as to possession, employment or income of that ship;

(c) any claim in respect of a mortgage of or charge on a ship or any share therein;

(d) any claim for damage done by a ship;

(e) any claim for damages by a damaged ship;

(f) any claim for loss of life or personal injury sustained in consequences of any defect in a ship or in her apparel or equipment, or of the wrongful act, neglect or default of the owners, charterers or persons in possession or control of a ship or of the master or crew thereof or of any other person for whose wrongful acts, neglects or defaults the owners, charterers or persons in possession or control of a ship are responsible, being an act, in the loading, carriage or discharge of goods on, in or from the ship or in the embarkation or disembarkation of persons on, in or from the ship;

(g) any claim for loss of or damage to goods carried in a ship;

The high court division of the Supreme Court of Bangladesh is vested with Admiralty Jurisdiction. Hearing and disposal of admiralty suits is done by the single bench of the High Court Division.



Image: The Supreme Court of Bangladesh

Table 1.1 Vessels Handled at Chittagong and Mongla ports

Calendar Year	Chittagong Port	Mongla port
2006	1957	110
2007	1945	95
2008	2099	139
2009	2167	156
2010	2249	272
2011	2248	234

Source: Official website of Chittagong port and Mongla ports Authority

1.2 Proceeding in Admiralty Court

The proceeding in Admiralty court may be:

- Proceeding in rem, meaning against the vessel, in which the vessel itself is liable for the cause of the suit and thereby liable to be arrested in order to protect the interest of the plaintiff in the suit and sold in execution of the decree.
- Proceeding in personem, meaning against the owner or other persons interested in the vessel, who is personally liable for the cause of the suit.

In a proceeding in rem, the vessel may be sold in order to satisfy the plaintiffs claim, whereas the personal properties of the defendant, either movable or immovable including the vessel, shall be sold in a proceeding in personem.

1.3 Institution of an Admiralty Suit :

As the plaintiff is not readily personally available, therefore, a power of attorney from the plaintiff is mandatory for institution of an Admiralty suit. Such power of attorney must be duly notarized and legalized. The essential documents there are required comprise: proof of ownership of the ship, detailed of ship port of call, and documents demonstrating the plaintiffs in rem claim.

1.4 Ship Arrest Under Maritime Law:

Arrest of ship is a very special feature of admiralty law. It is a pre-trial remedy critically important to a maritime creditor. Arrest means the detention of a ship by judicial process to secure a maritime claim. The maritime claim under admiralty law generally covers all causes of actions relating to ships and carriage of cargo and may further cover matters ancillary to shipping. The arrest is part of the process by which an Admiralty Court gains jurisdiction over the subject matter of a law suit. The effect of an order of arrest prevents the ship legally from moving or trading unless such order is withdrawn or vacated by the court. In common law countries, a vessel can only be arrested in the limited number of cases where claimants are entitled to enforce their claims in a proceeding in rem. In other words, the action in rem creates the foundation for the right to arrest a ship in such countries. The fundamental legal nature of an action in rem is that it is a proceeding against the res. Thus, when a ship represents such a res, as is frequently the case, the action in rem is against the ship itself. An

action in rem is only available in the exercise of admiralty jurisdiction.



1.5 Arrest of Vessel in Bangladesh:

The statute structuring admiralty jurisdiction in Bangladesh is the Admiralty Court Act, 2000. The Act declares the High Court Division of the Supreme Court to be the Court of Admiralty [Section 3(1)]. According to section 8 of the Act, the admiralty jurisdiction is to be exercised by a bench of single judge of the High Court Division. Under the Act, a party wishing to arrest a ship in Bangladesh must pass two tests. Firstly, he/she has to satisfy the court that his/her claim falls within one or more of the categories set out in section 3(2) of the Act. Secondly, the claimant must satisfy the court that an action in rem may be brought for such claim. The claim for which an action in rem may be brought is detailed in section 4 of the Act. The section clearly indicates that such action is not confined to ships only and may extend to other property.

Thus, the right to arrest a ship is a part of the law of Bangladesh and is derived from Admiralty Court Act, 2000 and the Merchant Shipping Ordinance, 1983. A person is entitled to commence legal proceedings under admiralty jurisdiction and to arrest a vessel for the enforcement of the claims under Admiralty Court Act, 2000.

Procedure for obtaining arrest order against a vessel:

The Admiralty Court of Bangladesh, in the usual course, allows arrest of a vessel. It also

allows release of the arrested vessel but only against submission of security, in the form of Banker's Guarantee. Under the relevant law, the opponents are not, however, required to file any financial bond with the Court whilst filing petition for arrest of vessel. However, under the Admiralty jurisdiction in Bangladesh, arrest of a vessel is considered at the stage of a suit filed other than at the state of full scale hearing.

Arrest of vessel for cargo interest:

In so far as the arrest of a vessel by a cargo interest is concerned, following documents are to be furnished before the court along with the plaint and arrest application filed by any aggrieved party-

- i) Survey Report in original
- ii) Copies of Bs/L, Invoice, Bill of Entry
- iii) Copies of any relevant correspondence pertinent to the subject matter of suit.

Arrest of a vessel by any jetty owner or owner of a shore installation:

In so far as the arrest of a vessel by any jetty owner or owner of a shore installation is concerned, survey report in original together with break-up of the plaintiff's claim has to be submitted.

Arrest of vessel in case of collision:

For the purpose of obtaining arrest order against a vessel by another vessel pertaining to a collision matter, following documents are to be submitted along with the plaint filed-

- i) Survey Report in Original showing repair estimate
- ii) Repair bill (if repair has already been effected)
- iii) Note of protest lodged by the Master in original (duly notarized)
- iv) Copy of relevant log book abstracts of the aggrieved vessel.

v) Statement/Report of the Master, Chief Officer.

vi) Breakdown of the total claim amount.

Consequence after issuing arrest order by the Court:

After an arrest order is issued by the Court, it commands the marshal to serve same upon the vessel with copies to following Authorities-

- i) Harbor Master
- ii) Collector of Customs
- iii) Principal Officer- Mercantile Marine Department
- iv) Port Police Super
- v) District Judge
- vi) Director Traffic – Port Authority

The suit is then posted in the list for hearing on a fixed date by which the defendants are directed to submit their written statement, if any. To obtain release of vessel from such an arrest, it is necessary for the owners to put up Bank Guarantee covering the amount claimed by the authorities mentioned earlier.

It should be noted that during the tendency of any proceeding in another jurisdiction with regard to an involved vessel, Bangladesh Court will not permit arrest of the same vessel. This is because of the fact that such a proceeding under Bangladesh Jurisdiction will be hit by section 10 of the code of civil procedure 1908 which provides as under-

QUOTE

No Court shall proceed with the trial of any suit in which the matter in issue is also directly and substantially in issue in a previously instituted suit between the same parties, or between parties under whom they or any of them claim litigation under the same title where such suit is pending the same or any other court in (Bangladesh) having jurisdiction to grant the relief claimed, or in any court beyond the limits of

(Bangladesh) established or continued by (the Government) and having like jurisdiction, or before (the Supreme Court).

UNQUOTE

1.6 Releasing any Arrested Vessel:

Wrongful Arrest:

In case of wrongful arrest by the plaintiff, an application can be filed in Court for setting aside the arrest order contending that the allegation of the plaintiff, when the Court will issue a show cause notice upon the plaintiff as to why the arrest order would not be set aside whereupon the plaintiff would pray for an adjournment of the matter to give reply to the application made by the shipowner defendants for setting aside the arrest order. Kindly note that the hearing of such application usually takes considerable time and the Court usually holds a view that the case will have to be proved by oral and documentary evidences to be adduced and produced by the shipowner.

Releasing vessel by furnishing Bank Guarantee:

The ship owners if they so desire can furnish a Bank Guarantee for the claim amount which is acceptable to our Admiralty Court for release of a foreign vessel. If the shipowner desires before furnishing such Bank Guarantee the ship owner may file an application for reduction of the security amount contending that the allegations of the plaintiff are all false and not supported by documentary evidences when the Court is satisfied may consider to reduce the suit value.

Procedure for obtaining release order:

In order to obtain release order from the court, the shipowner needs to engage a

solicitor (by having a warrant of attorney executed by the master of the vessel) and subsequently file a bank guarantee in favour of the court covering the entire amount of the suit value. Please note the text or wording of this bank guarantee is prescribed by the court(please see Appendix I). and no alternative / amendment of this text is allowed by the court. Once the release order is adjudged / passed by the court , a certified copy of such a release order needs to be processed through the court .Once this certified copy of the vessel's release order is obtained , this needs to be hand carried from Dhaka (the capital city where the admiralty court is situated) to Chittagong (the port city where the vessel lies detained) . Once brought to the port city, the release order needs to be served with the port and customs authority . Only after receipt of such a release order from the court , the port and the customs authority processes vessel's outward port clearance enabling her to sail from Chittagong .How early an arrested ship can be released actually depends on how speedily the ship- owner can arrange the bank guarantee mentioned above. It is our common experience that it generally takes 1-2 days for the shipowner to arrange the bank guarantee and another 1-2 days to have the bank guarantee submitted to the court, have a hearing and obtain a release order and finally to have the release order served upon relevant authorities. Therefore, in total , we are talking about a time span of 2-4 days.

Informatively, the Court of law here never accepts any cash deposit as security for vacating an arrest order issued against a vessel. Nor does the Court of law accept a Club Letter of Guarantee as a security instrument . The only security instrument , acceptable to Court for issuing release order is a guarantee with prescribed wording issued by a scheduled Bank in Bangladesh. Usually it takes two to three days to arrange such a Bank Guarantee, submit same to the

Court, obtain the .release order and finally serve the release order to different statutory authorities (Port , Customs, Mercantile Marine Dept ., Port Police and the District judge etc.) .

1.7 Cost of Maritime Litigations:

Court fee for admiralty suit is an important issue. The Admiralty Court Act, 2000 provides for the application of the Court Fees Act, 1870 is an admiralty suit. First Schedule to the Court Fees Act prescribes the rate of advalorem fees payable on the valuation of a suit. Where the suit is valued to an amount below Tk 2 lakh or where the claim amount as stated in the plaint does not exceed the said limit, the court-fee is fixed at Tk 7,100.00. For any amount exceeding Tk 2 lakh court fee would be 1% of the exceeding amount plus [15% VAT] (value added tax) on the total court fee calculated as such. Proviso to section 7 of the Admiralty Act, 2000 provides for a maximum advalorem court fee of taka one lakh for the enforcement of maritime claim or questions. The same proviso provides that, the fee chargeable of the crew of a ship for recovery of wages shall be taka one hundred.

1.8 Custody of The Ship While Under Arrest

From the time of arrest the ship will be under the custody of the Marshal of the Admiralty Court and any interference with the same might be regarded as contempt. The Marshal requests the Port Authority to keep watch over the ship.

1.9 Enforcement of Judgment and Decree:

When a suit is decreed in favour of the claimant and if there is no Bank Guarantee

or security is substitution of the vessel, a sale by public auction of the arrested vessel would be ordered by the court. An order for sale *pendente lite* of a ship under arrest is very exceptional but can be made in certain serious situations. Sale by public auction is considered by the Marshal of the Admiralty Court. The Marshal of the Admiralty Court for this purpose prepares an inventory of the said vessel and puts the vessel I public auction at a date and time fixed by him.

2.1 The Right to Arrest A Sister Ship:

The admiralty jurisdiction of the High Court Division may be invoked by an action *in rem* not only against the offending ship in question but also against a „sistership,“ i.e., a ship in the same beneficial ownership as the ship in regard to which the claim arose. Section 4(4) of the Admiralty Act, 2000 specifically provides:

In the case of any such claim as in clauses (d) to (q) of sub-section 2 of section 3 of the Act, being a claim arising in connection with a ship, where the person who would be liable on the claim in an action *in presonam was*, when the cause of action arose, the owner or charterer of, or in possession or in control of, the ship, the Admiralty jurisdiction of the High Court Division as the Court of Admiralty may (whether the claim gives rise to a maritime lien on the ship or not) be invoked by an action in re, against-

(a) that ship, if at the time when action is brought it is beneficially owned as respects all the shares therein by that person; or

(b) any other ship which, at the time when action is brought, is beneficially owned as aforesaid.

2.2 Appeal Proceedings:

Article 103 of the Constitution of the People Republic of Bangladesh provides that the

Appellate Division shall have jurisdiction to hear and determine appeals from judgments, decrees, orders or sentences of the High Court Division. Accordingly, anyone aggrieved by a decision of the Admiralty Court may file an appeal before the Appellate Division of the Supreme Court. Rule 59 of the Admiralty Rules 1912 provides: “There shall be no appeal from any order or judgment of the Judge except on a question of law, and then only by his leave.”

2.3 Warrant of Attorney/Power Of Attorney:

A Warrant of Attorney executed by the claimant is necessary to enable an Advocate to act and on behalf of his client in the Court. The Warrant of Attorney (please see Appendix II). Authorizes an Advocate to appear and act on behalf of his clients in Court. If the claimant is a foreigner he may file a suit through his Advocate duly authorized by a Power of Attorney (please see Appendix III).

2.4 Compromising a pending Admiralty Suit:

Compromising a pending Admiralty suit in Bangladesh is squarely possible at any time. The Admiralty Judge in Bangladesh appreciates any attempt to compromise the suit out of court and accordingly liberal in allowing adjournment of hearing in order to allow an opportunity to negotiate, if prayed for. Once out of court amicable settlement reached, an application can be submitted at Court for non –prosecution

2.5 Time requirement for Admiralty suit Disposal:

If the plaintiff does not take adjournments on each stage of the suit, an Admiralty suit may be disposed off within 6 (six) months. The Admiralty judge does not allow any malafide attempt of the defendant to adjourn

the suit. Unfortunately, in most of the cases, plaintiff take adjournment and it takes couple of years for any admiralty suit to be disposed off.

2.6 Frequent Asking Questions:

FAQ: 1. Whether arrest of bunker is possible at the Maritime Ports of Chittagong and Mongla.

Answer: Under the new Admiralty Court Act. 2000 in Bangladesh, arrest of bunker on board the vessel is not possible.

FAQ: 1. Whether arrest of sister ship is possible at the Maritime Ports of Chittagong and Mongla.

Answer: The Admiralty Court Act. 2000 permits arrest of sister vessel, for recovery of the outstanding claim, is possible subject to submission of required evidencing documents that the sister ship belongs to the same registered owners .

FAQ: 3 How long it takes to release any arrested vessel?

Answer: It takes 4 to 5 days to release any arrested vessel once the Court pass order or bank guarantee furnished.

FAQ 4: Who is vested with Admiralty Jurisdiction in Bangladesh?

Answer: The high court division of the Supreme Court of Bangladesh is vested with Admiralty Jurisdiction. The Supreme Court of Bangladesh is the highest court of law in Bangladesh. It is composed of the High Court Division and the Appellate division, and was created by Part VI Chapter I of the Constitution of Bangladesh adopted in 1972. This is also the office of the Chief Justice, Appellate Division Justices, and High Court Division Justices of Bangladesh. As of January 2013, there are 6 Justices in

Appellate Division and 96 (80 are permanent and 16 are additional) in High Court Division.

FAQ 5: Does the Court of Bangladesh accept Club LOG for releasing any arrested vessel?

Answer: ,The Court of law here never accepts any cash deposit as security for vacating an arrest order issued against a vessel. Nor does the Court of law accept a Club Letter of Guarantee as a security instrument . The only security instrument , acceptable to Court for issuing release order is a guarantee with prescribed wording issued by a scheduled Bank in Bangladesh.

FAQ 6: What can the range of expenses for arresting any vessel or withdrawing the arrest order?

Answer: It takes 2-3 working days for arresting any vessel and 2-3 working days for releasing any vessel though Court order. For arresting any vessel, expense may range within USD3500.00 to USD5000.00 and for releasing vessel , expense may range within USD4000.00 to USD6000.00.

2.7 Conclusion: Therefore it is to be concluded that the Admiralty Court Act.2000 is the relevant statute exercising admiralty jurisdiction in Bangladesh for maritime matters and under this statute, claim in the nature of necessities, repair, cargo claims, collisions, ownership , salary , mortgage are triable by the Admiralty Court and arrest of ships are allowed under this jurisdiction.

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04. Md. Mostafa Hosain. Application of UDHR by Supreme Court of Bangladesh: Analysis of Judgments.
- 05 Official website of the Supreme Court of Bangladesh. <http://www.supremecourt.gov.bd>. Chittagong port and Mongla Port Authorities.
- 06 Panday, Pranab Kumar; Mollah, Md. Awal Hossain, The judicial system of Bangladesh: an overview from historical viewpoint, International Journal of Law and Management, Volume 53, Number 1, 2011 , pp. 6-31(26).
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http://en.wikipedia.org/wiki/Supreme_Court_of_Bangladesh

Acknowledgement : In preparing this compilation , I have consulted writings, comments, statement , web links of several supreme court senior lawyers including Mr. Hafizullah , Barrister Tanjibul Alam which have contributed towards my understanding and , indeed, they deserves sincere gratitude. In particular, I am grateful to Mr. Mattias Hedqvist Vice President, Head of Claims Processes, P&I Operations of SKULD for inspiring me to do such like contribution.

Appendix I:
**WORDING OF BANK GUARANTEE DULY ACCEPTED BY COURT FOR
RELEASING ANY ARRESTED VESSEL**

IN THE SUPREME COURT OF BANGLADESH
HIGH COURT DIVISION

(ADMIRALTY JURISDICTION)

ADMIRALTY SUIT NO. OF[year]

XXXXXXXXXXXXXX

--- Plaintiff.

-versus-

M.V.
and others.

--- Defendants.

To,
The Registrar
Supreme Court of Bangladesh
Dhaka.

This Bank Guarantee executed by
(hereinafter referred to as "the Guarantor Bank")

WITNESSETH :

Whereas the plaintiff, has filed the above-noted Suit in this Hon'ble High Court Division under Admiralty jurisdiction against M.V..... at Chittagong Port and others as defendants on[Date] for a decree for an amount of US\$..... equivalent to Tk.....

And whereas the Hon'ble High Court Division under Admiralty jurisdiction on2012 was pleased to order in the above suit for arrest of M.V. and detention of the same unless sufficient and proper security is furnished on behalf of the defendants;

And whereas without prejudice to all defences available to M.V. and her owners and their rights to file and raise all legal and factual objections to the claim of the plaintiff in the suit as well as application for arrest of the vessel and also the provisions of security and the right to challenge the jurisdiction and to minimise further losses, the owners

of the vessel M.V. agree to furnish security by way of Bank Guarantee in this Hon'ble Court for Tk..... only for release of the vessel M.V.from arrest in the above suit.

NOW, THEREFORE, the Guarantor Bank stands surety for the vessel M.V. and undertakes to deposit in this Hon'ble Court a sum of Tk..... (Taka) only or lesser amount whenever called upon to do so by this Hon'ble Court in the event a decree is passed against the vessel M.V..... and her owners or the claim is settled amicably between the parties.

In witness whereof we, _____ as the Guarantor Bank do hereby execute this Bank Guarantee on this the _____ day of Dec, 2012 which is to remain in force till the said Admiralty Suit and other proceedings in connection therewith is disposed of or for twelve (12) months from the date hereof whichever date is earlier and shall be automatically renewed if the Admiralty Suit and other proceedings in connection therewith is not disposed of before day of[month],[year] for further period or periods of twelve months each till the said Admiralty Suit and other proceedings in connection therewith is disposed of.

Notwithstanding anything contained hereinbefore, our liability under this Guarantee is restricted to Tk.....only and shall remain in force until the Admiralty Suit and other proceedings in connection therewith is disposed of or for twelve (12) months from the date hereof whichever date is earlier, and shall be automatically renewed if the Admiralty Suit and other proceedings in connection therewith is not disposed of before day of[month],[year] for further period or periods of twelve months each till the said Admiralty Suit and other proceedings in connection therewith is disposed of. In case this is not done by the defendants, the Bank shall place the guaranteed amount in favour of the beneficiary within 45 (forty five) days from the date of expiry.

Unless the claim in writing is presented to us within ninety (90) days of the disposal of the Admiralty Suit and other proceedings in connection therewith all rights under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder, whether or not this Bank Guarantee is surrendered or returned to us.

GUARANTOR BANK

Appendix II

WORDING OF THE POWER OF ATTORNEY

KNOWN ALL MEN by these presents that We, _____[pleae insert the name of the ship owner], a company incorporated in __[name of the country where the company is incorporated]_____, having its office at _____ address_____, do hereby appoint Mr. _____, Advocates of _____(Law Firm Name and address) as our true and lawful attorney in respect of the following acts, deeds and things in our name and on our behalf:

To institute and defend any suit for and on our behalf in our name in any court including the District Court, High Court Division or Appellate Division of the Supreme Court of Bangladesh and in particular to defend our interest in Admiralty Suit No.of and obtain all necessary steps for releasing the vessel(Vessel Name) and to sign vokalatnama (warrant of attorney), to engage advocates, verify pleadings, written statements, memorandum of appeal, applications for release of the vessel and replies to any applications, rejoinders and objections and to affirm affidavits in respect of the above.

To prefer appeals and make applications in the High Court Division and the Appellate Division of the Supreme Court of Bangladesh, to sign and affirm all papers, Memorandum of Appeals, and applications and affidavits in connection therewith.

To receive any notice issued in the above case and/or with respect to the above suit or any appeal or other proceedings.

To appoint, instruct and engage any lawyer for the above suit, appeal or other proceedings.

To do all other acts, things and deeds as may be incidental, necessary and proper for the institution and prosecution of the above suit(s) and appeal.

And we do hereby agree to confirm and ratify all the acts, deeds and things done by the said attorney or his substitutes in respect of the power granted under this Power of Attorney, which shall be construed as acts, deeds and things done by us personally as if we are present. The attorneys shall not be able to bind us to any financial commitment, payment or settlement without first obtaining express instructions from us.

IN WITNESS WHEREOF we have executed this Power of Attorney at [please insert place of execution] on this the ____ day of(Month) ,(Year).

Before:
Notary Public

Signature:
Authorized Representative

Appendix III
Wording of Warrant of Attorney

IN THE SUPREME COURT OF BANGLADESH
HIGH COURT DIVISION (ADMIRALTY
JURISIDCTION)

ADMIRALTY SUIT NO.... OF.....

XXXXXXXXXXXXXXXXXXXX-----
Plaintiff. -versus-
M.V.and others.-----Defendants.

WARRANT OF ATTORNEY

on behalf the defendant No.1, M.V., defendant No...., the
Master, defendant No...., Owners/...., defendant No.....,(
Shipping Agents) and defendant No...,

KNOW ALL MEN BY THESE PRESENTS that I/weson of do hereby make, constitute and appoint the following Advocates our true and lawful Advocates on behalf of the defendant Nos.1 to 5 and authorise and empower them to appear, act, present applications and affirm affidavits, plead, appeal and compromise for us in our name and on our behalf in the above proceedings, to file in or take out papers and documents and to do all acts, whatsoever that may be considered as our own act to all intents and purposes and we hereby agree to ratify and confirm the same and to the above effect we execute this Power on this the day of(Date/ Month/ Year).

ADVOCATES:

- 1) Mr. XXX
- 2) Mr. YYYY

(Signature)

Received this Power from the

Executant and accepted
the same on satisfaction.

Advocate.

Appendix IV

Ocean laws in existence in Bangladesh:

01. The Carriage of Goods by Sea Act, 1925 (Act No. XXVI of 1925);
02. The Territorial Waters and Maritime Zones Act, 1974 (Act No. XXVI of 1974);
03. The Bangladesh Merchant Shipping Ordinance, 1983 (Act No. XXVI of 1983);
04. The Marine Fisheries Ordinance, 1983 (Act No. XXXV of 1983);
05. The Coast Guard Act, 1994 (Act No. 26 of 1994);
06. The Bangladesh Environment Conservation Act, 1995 (Act No. 1 of 1995); It is the main legislative framework with the main objectives of conservation and improvement; and control and mitigating pollution of environment including marine environment;

- A. The Environment Conservation Rules, 1997;
- B. The Admiralty Court Act, 2000 (Act No. 43 of 2000); and
- C. The Environment Court Act, 2010 (Act No. 56 of 2010).

The information regarding administrative ministry of the above mentioned legislation of Bangladesh is shown below -

- 1) The Marine Fisheries Ordinance, 1983 (Act No. XXXV of 1983). --Ministry of Fisheries and Livestock
- 2) The Carriage of Goods by Sea Act, 1925 (Act No. XXVI of 1925);
-The Bangladesh Merchant Shipping Ordinance, 1983 (Act No. XXVI of 1983); and
- The Admiralty Court Act, 2000 (Act No. 43 of 2000). Ministry of Shipping.
- 3) The Territorial Waters and Maritime Zones Act, 1974 (Act No. XXVI of 1974). Ministry of Foreign Affairs.
- 4) The Coast Guard Act, 1994 (Act No. 26 of 1994). Ministry of Home Affairs. 5) The Bangladesh Environment Conservation Act, 1995 (Act No. 1 of 1995); - The Environment Conservation Rules, 1997; and
6) The Environment Court Act, 2010 (Act No. 56 of 2010). Ministry of Environment and Forest.

Appendix V
IMO CONVENTION RATIFIED BY BANGLADESH

COLREGS 72	FAL CONVENTION 1965	IMO AMENDMENTS 1991	IMO AMENDMENTS 1993	IMO CONVENTION 1948
INMARSAT 1976	INMARSAT OA	INTERVENTION CONVENTION 1969	LOAD LINE CONVENTION 1966	LOAD LINE PROTOCOL 1988
MARPOL 73/78 (Annex I/II)	MARPOL 73/78 (Annex III)	MARPOL 73/78 (Annex IV)	MARPOL 73/78 (Annex V)	MARPOL 73/78 (Annex VI)
OPRC CONVENTION 1990	SAR CONVENTION 1979	SOLAS CONVENTION 1974	SOLAS PROTOCOL (HSSC) 1988	SPACE STP 1973
SPECIAL TRADE PASSENGER 1971	STCW CONVENTION 1978	SUA 1988	SUA PROTOCOL 1988	TONNAGE CONVENTION 1969

Appendix VI
MARITIME CLAIMS

Section 20(2) of the Supreme Court Act 1981 has collated a list of the maritime claims which could arise from incidents at sea, and which can be claimant pursuant to admiralty jurisdiction. They are as follows:

- 1) any claims as to the possession or ownership of a ship or in relation to an ownership or share in the ship;
- 2) any issues and question between the co-owners of a ship as to the possession, employment or the earning of the ship;
- 3) any claims in respect of mortgages or charges on a ship any share therein;
- 4) any claim for damage to a ship such as a damage from a faulty jetty or a damage caused to a ship by faulty equipment. In these scenarios, the claim will move against the owner of the jetty or against the manufacturers of the equipment respectively;
- 5) claim arising out of damage done by a ship (for example, in the case of a collision), or any claims in respect of liability incurred which arise out of an incident of pollution. It is important to appreciate that these claims arise out of vessel's act in the *course of navigation*;

6) any claims for loss of a life or personal injury sustained by a crew member as a consequence of any defect in a ship, her apparel or equipment or in consequence of the wrongful act, neglect or default of owners, charterers or persons in control of a ship or of a master or a crew on a ship. Pursuant to the Fatal Accidents Act 1976, as amended by the Administration of Justice Act 1982, loss of life of a relative can also be claimed. Such claims will arise from not just the *negligent navigation*, but also from the *negligent management* of a ship (usually a breach of the ISM Code). Claims in the admiralty court by foreigners against a foreign ship (not flying a British flag) for an act, neglect or default committed on the high seas, such as damage to a ship, claim by relatives (who are residents outside the UK);

7) any claims arising out of an agreement relating to carriage of goods, such as bills of lading, charter parties, contracts of affreightment or contracts for the use or hire of a ship (such as towage contracts, agreement to supply mooring boats etc);

8) any claim under the Salvage Convention 1989, and such salvage contracts and services rendered pursuant to such agreement;

9) any claims in the nature of towage in respect of a ship or an aircraft when waterborne;

10) any claims arising from pilotage, such as use of a pilot etc;

11) any claims arising goods or materials supplied to a ship for her operations or maintenance, such as supply of bunkers;

12) any claims from port authorities, ship repairs etc;

13) any claims by the crew and master in respect of their wages;

14) any claims by a master, a shipper or an agent in respect of disbursements or on account of a ship;

15) any claims arising out of a general average act;

16) any claims arising from *bottomry* (such as, historically, when an owner of a ship issued bonds in order to obtain finance while his ship was at sea); and

17) any claims arising out of a forfeiture or contamination of a ship.

A few of the maritime claims which we discussed above also come under the category of maritime liens. Maritime liens are proprietary rights attached on a ship from the moment they are created, for example from the moment of collision, most of the claimants (who have suffered loss due to that collision) will have such rights attached to the vessel involved in that collision. Therefore, no conditions need to be satisfied to enforce such rights against that vessel, such as to ascertain who was the owner of that vessel when the claim form issued by a claimant in order to claim his loss/damage.

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