

PANORAMA

ADR in Maritime & Logistics

Charter Parties, Demurrage, Cargo Claims & Supply Chain Breakdown



EXCLUSIVE INTERVIEW

Valerio De Rossi

*Marine Director, MCI Arb,
Master Mariner*

EXPERT LENS WITH

Dr. Osei Bonsu Dickson

*Co-founder and Global Vice President of
the CIMA (England & Wales)*



01**Welcome Note**

1.1 CEO's Message

02

Interview

2.1 Dr. Valerio De Rossi, MCIArb

03

Events held at IIDRC

3.1 Webinar on ADR in Maritime and Logistics

3.2 Law Firm Collaboration of the Month

3.3 Protege Launch Event

3.4 4th Inter-University National Moot Court Competition 2026
hosted by Parul University

04

Expert Lens on ADR News

4.1 Dr Osei Bonsu Dickson, FCIMArb

05

Articles

5.1 The Silent Gap: Emergency Arbitration And Third-Party
Control In Maritime Disputes

5.2 When Can a Court Stop a Foreign Maritime Arbitration? A
Critical Analysis of SARR Freights v. Argo Coral Maritime Ltd.

5.3 The Jurisprudential Imperative: Maritime ADR and
Contractual Frustration Amid Geopolitical Hostilities

5.4 Expert Determination: The Missing Technical Layer in
Maritime Dispute Resolution

5.5 Arbitrating Carbon: Risk Allocation and Liability under the
BIMCO CII Clause in Time Charter Party Disputes

5.6 Charting New Waters: The Future of Arbitration in
Maritime Logistics and Charter Party Claims

06

More about the Institution

6.1 Upcoming Events

6.2 Stay Connected

SECTION ONE · WELCOME NOTE

From the CEO's Desk



The MV Peace Gem could not get into Haldia because the river pilots of the Kolkata Port Trust would not board her. Somewhere there was a carefully drafted arbitration clause. It had nothing useful to say, because a harbour pilot is not a party to it. Maritime law is the setting of this issue. The subject is the reach of an arbitration agreement, and how much of a dispute sits outside it.

Pragya Pandey calls it the silent gap. Under the SIAC Rules 2025 an emergency arbitrator can be appointed before a notice of arbitration is filed, and can issue a protective preliminary order without telling the other side. The speed problem is solved. Then the order has to be carried out by a terminal operator, a customs authority or a pilot, none of whom signed anything. Thirty thousand tonnes of wheat sat off Balboa while this was worked out. Speed was never the constraint. Consent is.

Shambhavi Saurabh supplies the version every drafter should read twice. In SARR Freights the fixture recap provided for English law and London arbitration. The booking note that superseded it incorporated rider clauses 20 to 41. The arbitration clause was clause 43, printed on the same signed page. A Single Judge of the Delhi High Court called this an oversight. The Division Bench held the words were plain and found that no arbitration agreement had ever existed. Two digits, and a London arbitration stopped. Maniratno Chattopadhyay and Sambhav Jain find the same failure one level up, where general incorporation wording in a bill of lading may not bind a holder who never saw the charterparty.

The gap then widens on its own. Rishabh Deora points out that a tribunal can decide what a breach costs but is poorly placed to decide whether a vessel met a performance curve, which is an engineering question in legal dress. Pragyesh Shrivastav shows public regulation arriving inside a private contract, with the BIMCO CII clause asking owners and charterers to collaborate and cooperate while tribunals work out what a drop from a C rating to a D is worth. Yugasindhuja Karthikeyan takes it to the war clauses, where the right to refuse the voyage is settled and the question of who pays for the detour is anything but.

Our interviewee, Dr Valerio De Rossi, commanded drillships before he sat as an arbitrator. Asked what he would remove from this profession overnight, he does not say cost or delay. He says the habit of moving into the merits before establishing the tribunal's mandate. Does the tribunal have jurisdiction. What exactly did the parties submit. Is this decision inside that. Before solving a problem, he says, establish the boundaries you are operating within. Dr Osei Bonsu Dickson reaches the same place from the treaty side in our Experts' Lens: confirm what your instrument covers long before you need it.

Our AAI webinar on maritime and logistics ran on 5 September, moderated by Mrinal Aiyappa. Shail & Partners are our Top Collaborator of the Month. And Fahimuddin Ahmed Khan took the bench at Samvidhan Pe Charcha 4.0 in Vadodara, where the semi-finalists discovered that a well researched memorial is not the same thing as an answer.

One line to carry out of this issue. The clause is not the dispute. It is only the part of the dispute you managed to agree on in advance.

Hamid

Hamid Baig
CEO, IIDRC

✉ hamid@iidrc.com

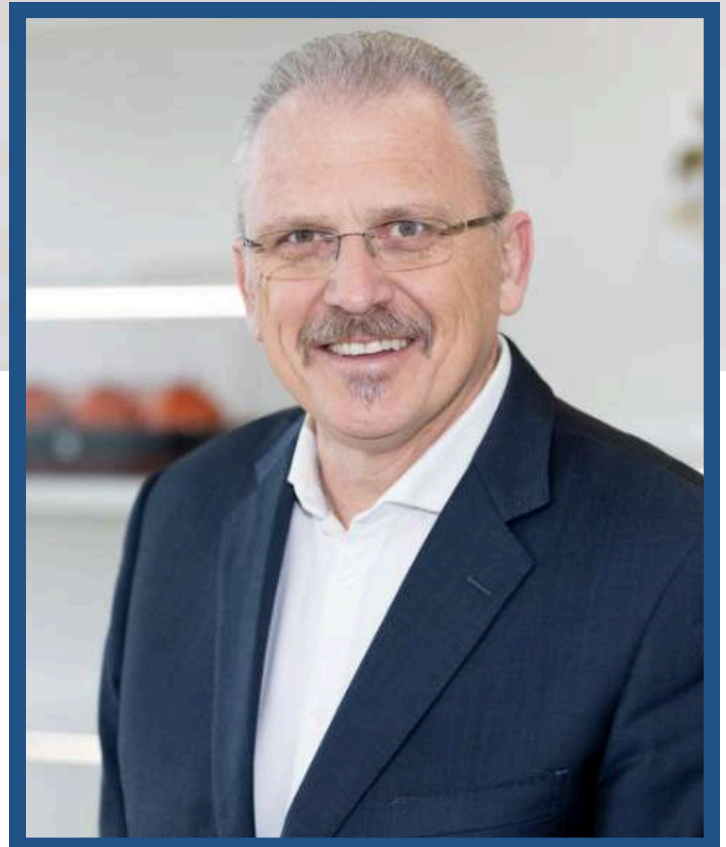
SECTION TWO · INTERVIEW

Exclusive Interview with Dr. Valerio De Rossi, MCIArb



Dr Valerio De Rossi is a Master Mariner, Chartered Marine Technologist, maritime arbitrator and senior offshore executive with more than 35 years of experience in the maritime and offshore energy industries. He spent over two decades at sea, including more than ten years in command of offshore drilling vessels, before moving into senior shore-based leadership roles overseeing international offshore fleets. His experience includes marine operations, rig moves and towage, regulatory compliance, marine assurance, casualties, insurance claims and contractual disputes. He holds an LL.M in Maritime Law with Distinction and a Doctorate focused on leadership and safety in multicultural offshore environments.

He is a Fellow of IMarEST and RINA, a Member of the Chartered Institute of Arbitrators (MCIArb), and a Supporting Member of the London Maritime Arbitrators Association.

**Q**

You have gone from being a Master Mariner commanding vessels to working at the intersection of maritime governance, law, and arbitration. Was becoming a lawyer/arbitrator ever part of the original plan, or did the sea simply keep leading you into new territories?

A

When I started my career, my goal was very clear: I wanted to become a Master Mariner. That requires formal nautical education, years of qualifying sea service and professional examinations. Commanding a vessel was my ambition, and when I eventually achieved command, I felt that I had reached the goal I had set for myself.

At that stage, becoming involved in law or arbitration was certainly not part of the plan. However, maritime law formed part of my studies for the Master's examinations and it sparked an interest that stayed with me. As my career progressed ashore, I became increasingly involved in contracts, insurance claims, regulatory matters and commercial disputes. I wanted to understand not only the operational side of these matters, but also the legal principles behind them. That led me first to postgraduate studies in law, then to an LL.M in Maritime Law, and eventually to the formal arbitration pathway with the Chartered Institute of Arbitrators. So, in a way, the sea did keep leading me into new territories.

Exclusive Interview with Dr. Valerio De Rossi, MCIArb



Q After more than three decades in the maritime world, what is one thing about working at sea that you still miss, and one thing you are very happy to have left behind?

A I do not want to sound cliché, but I really miss the early mornings on the bridge wing, with a cup of coffee, watching the sun rise. When you are in the middle of the sea, you become very close to the environment around you. There are fewer distractions and your priorities become very clear: keep the vessel and crew safe and achieve the mission, whatever that mission may be.

What I certainly do not miss is the time away from family. Seafarers miss holidays, birthdays and many special occasions that cannot be recovered. I remember leaving home when my daughter was only seven days old and seeing her again two months later. That is part of the profession, but it is a part I am happy to have left behind.

Q You have spent a significant part of your career dealing with risk. What is one risk, professional or personal, that you took which ultimately changed the course of your career?

A In my profession, risk is normally considered in terms of likelihood and consequence. We assess it carefully and try to reduce either the likelihood, the consequence, or both, to a tolerable level. Career decisions are not quite as easy to quantify.

One risk that changed my career was accepting a shore-based position after more than two decades at sea. At that point, I had achieved command and had a career that I understood very well. Moving ashore meant leaving a professional identity that had taken many years to build and starting again in a different environment. That decision eventually led me into senior management, governance, insurance, contractual matters and dispute resolution. Looking back, it was probably the most important professional risk I took.

Q After working across maritime operations, executive leadership, academia and arbitration, which version of yourself has been the most challenging to become?

A The transition from operational command to executive leadership was probably the most challenging. At sea, particularly as Master, responsibility is very direct. You assess the situation, make a decision and see the consequences of that decision relatively quickly. Ashore, leadership is different. Decisions involve more stakeholders, competing commercial and operational priorities, regulatory considerations and sometimes incomplete information.

Crisis management has been particularly demanding because it brings all of these elements together. You may have people offshore dealing with an immediate operational problem while, ashore, you are coordinating technical support, management, insurers, regulators and other stakeholders. You learn that leadership is not about having every answer yourself. It is about bringing the right people together, keeping the situation under control and making sound decisions when the information is still developing.

Exclusive Interview with Dr. Valerio De Rossi, MCIArb



Q | What is something you strongly believed at the beginning of your career that you no longer believe today?

A | At the beginning of my career, I believed that determination and perseverance were enough to achieve almost any professional goal. I still believe they are essential, and I would never underestimate hard work. What I understand better today is that careers are also affected by timing, opportunity and, occasionally, a little luck. You can prepare yourself so that when an opportunity appears you are ready to take it, but you cannot control every circumstance. Experience has made me more conscious of that.

Q | You have written and researched extensively on safety, leadership and multicultural crews. What is one lesson about people and leadership that the maritime industry taught you that you think lawyers and arbitrators could benefit from?

A | I spent more than two decades at sea working with multicultural crews, and later researched the influence of culture on safety management for my doctorate. One lesson that I think is equally relevant to lawyers and arbitrators is that we all tend to see situations through our own 'cultural lens'. Our assumptions about hierarchy, communication, responsibility, disagreement and even what constitutes an acceptable response can be influenced by our cultural background. In an international dispute, the same words or behaviour may be understood very differently by people from different cultures. Recognising that does not mean abandoning objective standards. It means being conscious of our own assumptions before judging the actions or evidence of others. For me, that awareness is an important part of both leadership and impartial decision-making.

Q | London has long been one of the world's major centres for maritime arbitration. From your perspective, what is it about the London maritime ecosystem that continues to attract the international shipping community?

A | London's strength is not based on one institution alone. It is the concentration of maritime expertise that has developed over generations: shipowners, charterers, insurers, P&I Clubs, brokers, maritime lawyers, technical experts and arbitrators, all operating within the same commercial ecosystem. English law is also widely used in international shipping contracts, which naturally reinforces London's position. The LMAA is an important part of that ecosystem. Its model is essentially ad hoc rather than institutionally administered, and the procedures are designed for maritime disputes. That gives parties access to specialist arbitrators and procedures that can be proportionate to the size and complexity of the dispute. For an industry where commercial decisions often need to be made quickly, that combination of expertise, familiarity and procedural flexibility remains very attractive.

Exclusive Interview with Dr. Valerio De Rossi, MCIArb



Q | If you had to explain to an Indian maritime lawyer what makes the London maritime arbitration culture distinctive, what would you tell them?

A | I would say that one of its distinctive characteristics is that it is very close to the industry it serves. London maritime arbitration has developed around the practical needs of shipping rather than around a highly formal institutional structure. Many arbitrators have spent their careers in shipping, maritime law, insurance or at sea, so the commercial language and practices of the industry are familiar to the tribunal. There is also a strong emphasis on proportionality. Not every dispute needs a long hearing or an elaborate procedure. Many matters can be decided on documents, and procedures such as the LMAA Small Claims Procedure are designed to resolve lower-value disputes economically. That practical and commercially focused culture is, in my view, one of London's strengths.

Q | India is rapidly expanding its maritime ambitions and strengthening its position as a global shipping and logistics hub. What, in your view, would India need to do to become a more influential global centre for maritime dispute resolution?

A | I have a personal connection with India. I worked offshore India in command of DP drillships engaged in exploratory drilling campaigns, under Indian contracts for both a National Oil Company and an International Oil Company. I genuinely enjoyed my time there and working with Indian colleagues, so I have seen first-hand the depth of maritime and offshore expertise that exists in the country. India certainly has the scale, technical expertise and growing maritime importance to become a more influential centre for maritime dispute resolution. In my view, the next step is to continue developing confidence in India as a seat for international maritime arbitration. That requires a strong arbitration framework, experienced maritime arbitrators, efficient procedures and, importantly, confidence from international parties that disputes will be handled independently and efficiently. Interestingly, India's own Maritime India Vision 2030 expressly identified the development of an international maritime arbitration body and referred to learning from the LMAA model. I think that is the right direction. Ultimately, a successful maritime arbitration centre develops because commercial parties trust it and continue to choose it.

Q | Do you think having an arbitrator with actual maritime operational experience can fundamentally change the way a dispute is understood compared with having a purely legally trained arbitrator?

A | Yes, particularly in technically complex disputes. Technical and operational expertise can make arbitration more efficient because a tribunal member with practical industry experience can often understand the underlying problem quickly, distinguish the key issues from unnecessary complexity and reduce the amount of time required to explain basic industry practices. That does not replace legal expertise. Arbitration ultimately requires the tribunal to apply the contract and the applicable law to the evidence. But in areas such as towage, rig moves, vessel performance, marine casualties or offshore operations, understanding how the operation is actually conducted can be extremely valuable. The strongest tribunal is often one in which the relevant legal and technical expertise complement each other.

Exclusive Interview with Dr. Valerio De Rossi, MCIArb



Q | If you could remove one bad habit from the international arbitration profession overnight, what would it be?

A | I would remove the tendency to move too quickly into the merits of a dispute before clearly establishing the tribunal's mandate. Before deciding which party is right, an arbitrator should first ask three basic questions: Does the tribunal have jurisdiction? What exactly have the parties submitted for determination? And does the decision the tribunal is being asked to make remain within that scope?

The tribunal's authority comes from the arbitration agreement and from what the parties have actually submitted to it. An arbitrator must decide the dispute referred to the tribunal, but equally must not decide matters that fall outside that mandate. This is not simply a procedural formality. It goes to the validity and ultimately the enforceability of the award.

Perhaps my operational background influences the way I look at this. Before solving a problem, I first want to establish the boundaries within which I am operating. In arbitration, defining the tribunal's mandate should be the starting point.

Q | And if you could introduce one habit from the maritime world into the legal profession, what would you bring in?

A | I would probably bring in the habit of a proper operational briefing. Before any complex marine operation, the team should have a common understanding of the objective, the respective responsibilities, the main risks and what we will do if circumstances change. Everyone may have a different role, but everyone should understand the overall plan.

I think the same discipline can be useful in dispute resolution. At the beginning of a matter, taking the time to identify clearly what needs to be achieved, where the real areas of disagreement are, and how the process will be managed can avoid considerable complexity later.

Perhaps the most important lesson from the maritime world is that good teamwork does not happen simply because you put experienced people together. It requires clear communication, defined responsibilities and a shared understanding of the objective.

Q | Geopolitical tensions, sanctions, wars and disruptions to major shipping routes are increasingly becoming commercial problems. Do you think the next generation of maritime arbitrators will need to understand geopolitics almost as well as they understand contracts?

A | They will certainly need a much stronger awareness of geopolitics. A maritime contract does not operate in isolation from the world around it. Sanctions, war-risk areas, closure or disruption of shipping routes, port restrictions and changes in national regulation can directly affect performance of charterparties, insurance cover, freight, delay and contractual obligations.

An arbitrator does not need to become a geopolitical analyst, but must understand the commercial and operational context in which the contract was being performed. The challenge is to distinguish that context from the legal question. Geopolitics may explain why a problem arose; the tribunal must still decide the parties' rights and obligations under the contract and applicable law.

Exclusive Interview with Dr. Valerio De Rossi, MCIArb



Q | Could AI eventually become genuinely useful in maritime arbitration, not merely for research and document review, but in analysing operational evidence and helping tribunals understand technically complex disputes?

A | Yes. AI could become genuinely useful in maritime arbitration by analysing operational records, vessel data, weather information, maintenance histories and technical reports to identify patterns, inconsistencies and possible causal relationships. It could also assist tribunals in reconstructing events and understanding technically complex disputes more efficiently.

However, AI should support rather than replace the tribunal. Maritime disputes often require practical industry knowledge, assessment of witness evidence and an understanding of how operations are actually conducted. AI output also needs to be transparent and capable of being tested by the parties. The most effective model, in my view, will combine AI-assisted analysis with the experience, judgment and accountability of human arbitrators.

Q | Looking ahead 10 years, what worries you more about the maritime industry: technology moving faster than regulation, geopolitics disrupting trade, or the industry struggling to adapt to its own transformation?

A | If I had to choose one, I would say geopolitical disruption of trade. Technology and regulation have always developed at different speeds, and the maritime industry has repeatedly adapted to major technological changes. Geopolitical disruption is different because companies may have very little control over it and the effects can be immediate.

We have seen how quickly established trading routes can be affected by conflict, sanctions and security threats. A decision taken by a government, or an event in a strategically important region, can change voyage planning, insurance, contractual performance and operating costs almost overnight. The industry will continue to transform technologically, but it can plan for much of that transformation. Geopolitical instability is much harder to plan for, and I think it will remain one of the major challenges for international shipping and maritime dispute resolution.



AAI Series Webinar on ADR in Maritime and Logistics



Webinar Overview

The Institutional & Industrial Dispute Resolution Centre (IIDRC), as part of its flagship AAI Webinar Series, successfully convened a high-level discussion on 5th September 2026 on the theme “ADR in Maritime and Logistics: Charter Parties, Demurrage, Cargo Claims & Supply Chain Breakdown.” The session was conceptualised to address the growing complexities in maritime commerce and the corresponding need for efficient, specialised dispute resolution mechanisms in an increasingly globalised trade environment.

Expert Perspectives Shared

The panel comprised a distinguished cohort of practitioners and industry experts, including Mr. Kartikey Mahajan, Partner, Khaitan & Co., Ms. Manisha Tiwari Shail, Managing Partner, Shail & Partners, Mr. Harsh Buch, Founder, Orion Counsel, Mr. Sukumar Trithani, Founder, Trithani Legal, Ms. Katyayani Agrawal, Founder, SV & Co. The session was adeptly moderated by Mrinal Aiyappa, Associate at Shail & Partners. His structured and incisive moderation ensured a coherent and engaging discourse throughout.

The discussion offered a comprehensive examination of key legal and commercial issues inherent in maritime and logistics disputes. Particular attention was given to the interpretation and enforcement of charter party agreements, the legal ramifications of demurrage and delays, and the evidentiary and jurisdictional challenges associated with cargo claims. The panel also reflected on the impact of global supply chain disruptions—heightened in recent years—on contractual performance and dispute frequency, thereby underscoring the increasing reliance on arbitration and other ADR mechanisms to ensure timely and effective resolution.

Drawing from their extensive professional experience, the speakers provided nuanced insights into both doctrinal developments and practical challenges, including risk allocation in maritime contracts, the role of institutional arbitration in

cross-border disputes, and the need for industry-specific expertise in adjudication. The session further highlighted the importance of aligning dispute resolution strategies with commercial realities, particularly in sectors where time sensitivity and operational continuity are critical.



Concluding Reflections

IIDRC extends its sincere appreciation to its valued partners for their support in making this session a success: Harsh Buch as Knowledge Partner, Manisha Shail as Session Partner, and Sukumar Trithani as Associate Partner. Their continued collaboration contributes significantly to advancing knowledge dissemination and professional dialogue within specialised domains of dispute resolution.

This session stands as a testament to IIDRC's ongoing commitment to fostering informed, industry-specific conversations and strengthening the role of alternative dispute resolution in addressing contemporary legal and commercial challenges.

SECTION THREE · EVENTS

Law Firm Collaborations of the Month

Shail & Partners is a boutique law firm based in Mumbai, India, specialising in maritime and international trade law. The firm advises shipowners, charterers, traders, P&I Clubs, commodity houses, freight forwarders, logistics operators, and other stakeholders on contentious, advisory, and transactional matters arising from international shipping and trade. Its practice is defined by a deep understanding of maritime commerce, cross-border transactions, and dispute resolution, with a focus on delivering advice that is both legally precise and commercially relevant.



PRACTICE AREAS

The firm's core strengths lie in maritime, admiralty, and shipping law, where it handles matters including vessel arrest and release, charterparty disputes, cargo claims, bills of lading, maritime insurance, collisions, and regulatory issues. Its international trade law practice extends to cross-border transactions, commercial contracts, customs and import-export regulations, sanctions compliance, and disputes arising from commodity trade.



APPROACH TO DISPUTE RESOLUTION

In dispute resolution, Shail & Partners regularly represents clients in commercial litigation, admiralty proceedings, domestic and international arbitration, and arbitration-related court proceedings, including conciliation. The firm also brings specialised capability in public international law, advising on treaty interpretation, sovereign immunity, State responsibility, UNCLOS, maritime boundaries, and disputes involving States and international organisations.



COMMERCIAL & SECTOR FOCUS

The firm's advisory extends to commercial and corporate matters, including contractual risk assessment, due diligence, and regulatory compliance. Its sectoral expertise spans shipping and logistics, ports, commodities, oil and gas, natural resources, and maritime insurance, where cross-border legal challenges are frequent and complex.

SHAIL & PARTNERS

ADVOCATES & SOLICITORS

MARITIME • ADMIRALTY • ARBITRATION • INTERNATIONAL TRADE



CROSS-BORDER EXPERTISE AND INDUSTRY UNDERSTANDING

With a practice spanning maritime commerce and international trade, Shail & Partners recognises the importance of understanding the commercial, contractual, and regulatory dimensions of cross-border matters. For international engagements, the firm draws on a network of legal and industry professionals to facilitate coordination across jurisdictions and address the interconnected legal considerations that arise in global shipping and trade.



IIDRC COLLABORATION AND RECOGNITION

Shail & Partners has been recognised as one of IIDRC's distinguished collaborators, reflecting its consistent engagement and valuable contributions to IIDRC's initiatives. The firm played a significant role in IIDRC's ADR Across Industries (AAI) webinar on Maritime & Logistics, where its domain expertise enriched discussions on charterparties, cargo claims, and supply chain disruptions.



Further, the firm's insights and sectoral knowledge have been meaningfully reflected in IIDRC's AAI Series webinar ADR in Maritime and Logistics. Their continued association has strengthened IIDRC's ability to bring specialised, industry-relevant perspectives to its knowledge platforms. IIDRC acknowledges and appreciates Shail & Partners for their valuable collaboration, domain expertise, and continued support in advancing conversations in maritime law and dispute resolution.

Law Firm Collaboration of the Month



AREAS OF PRACTICE

- 01  **Dispute Resolution**
Litigation · Arbitration · Mediation
- 02  **Maritime & Aviation**
Shipping · Aviation · Offshore · Ports
- 03  **Corporate & Commercial**
Recovery · IBC · Contract Drafting & Review
- 04  **Environmental & Natural Resources**
CRZ · Mining · Energy · Carbon Credits
- 05  **Technology, Media & IP**
IPR · Cyber Law · Data Protection · AI
- 06  **Trusts, Equity & Succession**
Public & Private Trusts · Estate Planning

ABOUT THE FIRM

SV & Co. is a boutique New Delhi-based law firm founded by Katyayani Ashwin Agrawal, whose practice is rooted in dispute resolution and in maritime and aviation law. Holding an LLM in International Maritime Law from Swansea University, UK, she has handled contentious maritime and commercial matters pertaining to vessel arrest and release, interpatry disputes, demurrage and detention, carriage-of-goods claims, collision disputes, and the enforcement of foreign and domestic arbitral awards. That grounding now shapes the firm's work in arbitration, litigation and mediation, and its advice on maritime and aviation matters. Its counsel have appeared before the Supreme Court of India, High Courts across India, NCLT, DRT, and other Tribunals. The firm works across Delhi, Mumbai and Gujarat.

A NOTE OF APPRECIATION

IIDRC values its association with SV & Co., whose counsel bring practical insight and industry knowledge, backed by in-depth legal experience, to the institute's webinars and industry-focused dispute resolution practice. Their sessions connect the law as written with the way disputes unfold in practice, particularly in maritime and commercial arbitration, and give participants takeaways they can apply. Through this and its commitment to institutional dispute resolution, the firm contributes to the standard of professionalism IIDRC seeks to build its network around. Practical, industry-informed contributions to IIDRC webinars that participants can apply in their own practice, and a prepared, evidence-first, clear-headed approach to institutional dispute resolution that brings results.

“

"SV & Co. brings a firm grounding in maritime and commercial disputes and a prepared, practical and effective approach to proceedings. We are pleased to welcome the firm to the IIDRC network."

— IIDRC



BUILT FOR SPEED

Prompt, well-researched assistance, with 24/7 availability for urgent matters.

CONTACT



SV & Co.



katyayani@svno.in



svnco.in

SECTION THREE · EVENTS

IIDRC at the LexisNexis Protégé Launch

The legal and technology ecosystem came together on 25th September 2026 for the launch of LexisNexis® Protégé™ with Skills in India, marking an important development in the growing adoption of artificial intelligence within the Indian legal sector. The event brought together leading legal professionals, industry representatives and technology experts to discuss the evolving role of AI in legal research, analysis and professional practice.

The launch featured three engaging panel discussions, bringing together distinguished practitioners to examine the opportunities and challenges presented by AI-enabled legal technology. Among the esteemed panelists were Dr. Abhimanyu Chopra, Partner, AZB & Partners, and Ms. Surabhi Lal, Partner, Shardul Amarchand Mangaldas & Co., with whom the Institutional & Industrial Dispute Resolution Centre (IIDRC) has developed a strong professional association. It was a pleasure for the IIDRC team to reconnect with both professionals at the event and engage with them once again in the context of this significant development in legal technology.

Speaking on the launch, Gaythri Raman, Managing Director, Southeast Asia and India, LexisNexis Legal & Professional, highlighted the importance of trust and professional oversight in the adoption of AI, stating:



“India’s legal market is embracing AI at pace, but meaningful adoption depends on trust, accuracy and clear human oversight.”

For IIDRC, the event extended beyond the formal launch and panel discussions. Members of the IIDRC team attended the event, making it a valuable opportunity for professional networking, reconnecting with established relationships and building new connections within the legal and technology ecosystem. The event facilitated meaningful conversations with legal professionals and members of the LexisNexis team, opening avenues for continued engagement and future collaboration.

The interactions also provided an opportunity for the IIDRC team to gain a closer understanding of Protégé and its application in the Indian legal market, particularly in the context of how emerging AI tools may complement, rather than replace, professional legal expertise and judgment. The discussions reflected the broader transformation underway within the profession, where technological innovation is increasingly becoming part of everyday legal practice.

The presence of established IIDRC connections, alongside new professional interactions, made the launch a particularly enriching experience. The event demonstrated how platforms bringing together legal expertise and technological innovation can also create spaces for meaningful professional dialogue and collaboration.

SECTION THREE · EVENTS

4th Inter-University National Moot Court Competition 2026 hosted by Parul University



Parul University successfully hosted Samvidhan Pe Charcha 4.0, the 4th Inter-University National Moot Court Competition 2026, in Vadodara from September 25 to 27, bringing together aspiring legal professionals for a platform of advocacy, research, and constitutional debate. IIDRC was pleased to be invited to contribute to this academic initiative, reflecting the value of the professional network and institutional collaborations built to strengthen practical legal education. Representing IIDRC during the preliminary rounds, Aashish Gupta evaluated the participants' arguments and legal reasoning, contributing an industry perspective to the competition. The event highlighted Parul University's commitment to experiential learning and creating meaningful opportunities for students to engage with practising professionals.

The collaboration continued during the semi-final rounds, where IIDRC's Chief Legal Officer, Fahimuddin Ahmed Khan, served as a judge. His participation brought practical insights into the assessment of legal arguments, constitutional interpretation, and courtroom advocacy. Moot court competitions provide students with a valuable opportunity to move beyond theoretical knowledge, respond to challenging questions, and develop the confidence required in legal practice. The engagement also reflected the importance of connecting academic institutions with professionals who can share practical perspectives and help aspiring advocates better understand the demands of litigation and dispute resolution.

Samvidhan Pe Charcha 4.0 stood as a testament to Parul University's efforts to promote legal excellence through experiential learning, supported by a substantial ₹5,00,000 prize pool that encouraged participation from across the country. IIDRC values this collaboration and appreciates the university's invitation to contribute to an initiative that bridges academic learning with professional practice. Through its continued participation in moot court competitions, academic engagements, and student-focused initiatives, IIDRC remains committed to fostering meaningful partnerships with universities and supporting the next generation of legal professionals. Such collaborations strengthen the connection between academia and the legal industry while creating opportunities for knowledge-sharing, mentorship, and professional development.





PODCAST SERIES | 2026

PARTNER WITH IIDRC

Podcast

Be Part of Meaningful Conversations.
Build Lasting Impact.

Associate your brand with the IIDRC Podcast — a platform that brings together legal experts, industry leaders and thought leaders for insightful, engaging and forward-looking conversations.



Brand
Visibility



Thought
Leadership



Professional
Networking



Digital
Content Creation

**Get in Touch**

to explore partnership opportunities



+91 92205 25006

www.iidrc.comsaasha@iidrc.com

Manaar Tower, B 28, 3rd floor,
Sector-132, Noida, U.P

Expert's Lens | Investment Risk and Dispute Prevention in the Asia–Europe Corridor

Commentary by Dr. Osei Bonsu Dickson, FCIMArb



Dr Osei Bonsu Dickson

**Co-founder and Global Vice President
of the CIMA (England & Wales)**

Dr Osei Bonsu Dickson FCIMArb is a lawyer, arbitrator, mediator and notary public based in Ghana. He is co-founder and Global Vice President of the Center for International Mediators and Arbitrators (England & Wales)

He serves as Managing Partner of Lex Mundus & Cencla PRUC.

His professional interests include international arbitration, national security, cybersecurity and maritime law.

He is an adjunct lecturer at the University of Ghana School of Law and an author and international speaker. Dr Dickson is a senior Fellow at CIMA. He studied International Commercial Arbitration at Worcester College, Oxford, in 2024. He was educated at the University of Ghana, Ghana School of Law, Harvard University and Rashford Business School.

Investment risk and dispute prevention in the Asia Europe corridor

ICSID's fiscal year 2026 figures invite a reassessment of investment risk, rather than a simple ranking of regions by claim volume. Its record 363 administered cases and 60 new registrations indicate continuing demand for investor-State dispute settlement. The Panorama brief identifies nine new claims by Asia-Pacific investors and three against regional States. These are small annual samples. They cannot establish that regulatory risk has diminished, or that one investment corridor has become inherently more contentious.

Fewer claims against Asia-Pacific States may reflect investment patterns, the timing of disputes, negotiated settlements or jurisdictional constraints. Registration figures alone cannot distinguish these explanations. Nor does an investor's nationality disclose the economic origin of all capital behind a project. Counsel and policymakers should examine treaty coverage, ownership structures and the measures challenged before drawing conclusions about the apparent Asia–Europe corridor. An investment destination with few recent claims can still present substantial legal and political exposure.

The reported absence of contract-based claims in the Asia-Pacific sample is particularly instructive, but should not be mistaken for the absence of contractual disputes. Treaty and contract claims answer different questions. A failure to pay under a concession does not automatically constitute a treaty breach; conversely, State conduct may engage treaty protections even where contractual remedies exist. The distinction affects consent, jurisdiction, applicable law and available relief. Investors need a coordinated protection strategy that examines both instruments before committing capital.

Treaty due diligence should therefore accompany ordinary commercial due diligence. Investors should verify whether a treaty is in force, whether the investor and investment qualify, whether consent covers the contemplated dispute, and whether exclusions, limitation periods or procedural conditions apply. Contractual forum clauses must also be reviewed alongside waiver and election-of-forum provisions in the relevant treaty. Corporate restructuring should be assessed early, with specialist advice; restructuring after a dispute becomes foreseeable can provoke serious jurisdictional objections.

Extractive and energy projects deserve particular attention because their long duration exposes them to changing fiscal, environmental and community expectations. Investors should negotiate clear provisions on permit responsibilities, payment, changes in law, environmental performance, land access and project closure. Stabilisation arrangements should be considered alongside the State's legitimate regulatory responsibilities, rather than treated as a complete answer to future policy change. Political-risk insurance may address defined losses, but coverage exclusions,

SECTION FOUR · Expert Lens on ADR News

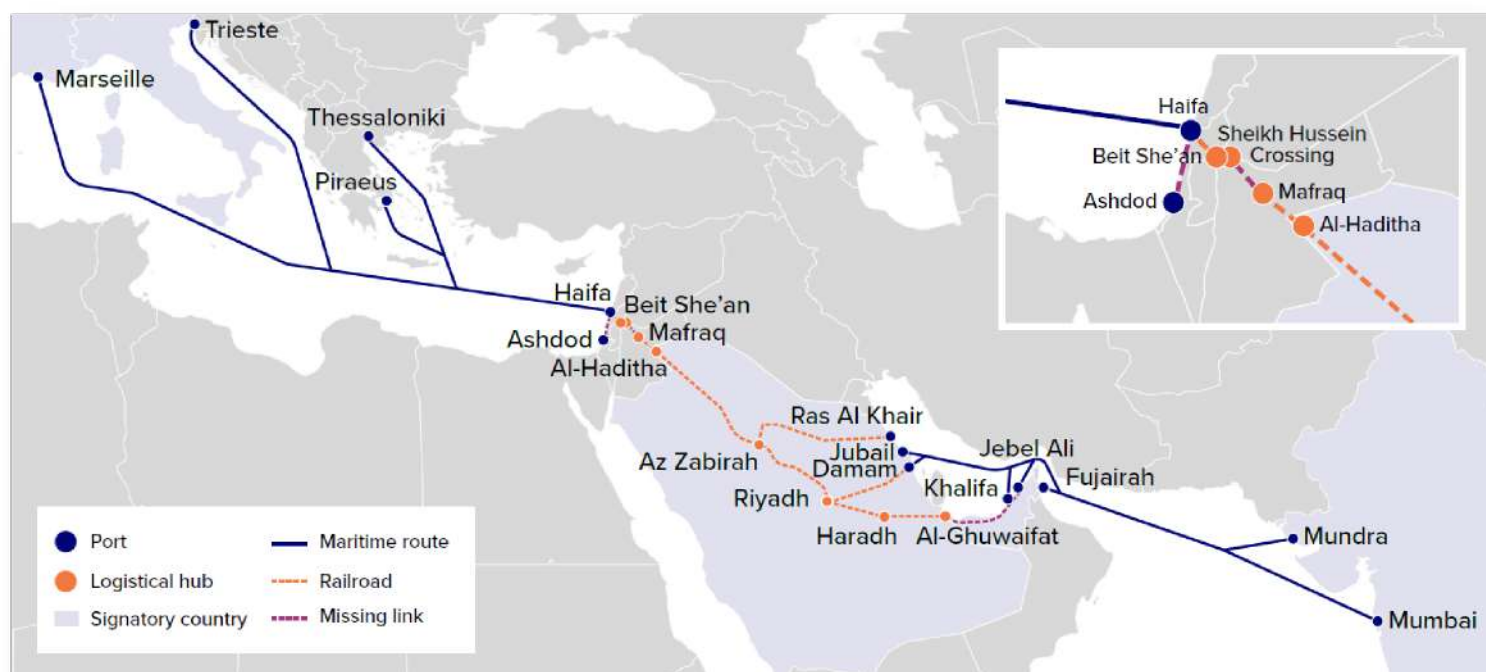
Expert's Lens | Investment Risk and Dispute Prevention in the Asia–Europe Corridor

Commentary by Dr. Osei Bonsu Dickson, FCIMArb



notification obligations and recovery arrangements require careful scrutiny.

States, meanwhile, should strengthen the quality of the decisions that can later become arbitral evidence. Consistent inter-agency coordination, reasoned administrative decisions, meaningful consultation and contemporaneous records can reduce avoidable exposure. Community concerns should enter project governance early, with accessible grievance channels and credible benefit-sharing arrangements. Traditional authorities may contribute valuable local knowledge, but consultation must also reach affected individuals and groups. Environmental legitimacy and procedural fairness are practical components of project durability.



Dispute prevention should be built into the investment relationship. Time-limited negotiation, senior-level escalation, technical expert determination and voluntary mediation can address problems before positions harden. These mechanisms should preserve necessary interim relief and account for applicable limitation periods. Neither States nor investors should assume that a preliminary discussion automatically suspends treaty deadlines. For institutions and training bodies, the priority is to develop practitioners who can distinguish commercial disagreement from treaty exposure and manage both intelligently.

Enforcement planning also belongs at the beginning. For ICSID Convention awards, Article 54 provides for recognition and enforcement of pecuniary obligations, while Article 55 preserves applicable immunity from execution. A favourable award therefore does not eliminate recovery obstacles. Investors should assess potentially recoverable assets and relevant domestic law without assuming that all State assets are available. States should establish coordinated procedures for evaluating settlement, defending claims and implementing binding outcomes.

The practical lesson is that geography supplies context, not a risk model. Investors need verified treaty protection, workable contracts and an enforcement strategy. States need sound regulatory processes and effective dispute prevention. ICSID's growing workload should encourage proportionate case management and greater investment in early resolution. The strongest response to these statistics is better preparation throughout the investment lifecycle, rather than confidence derived from a single year's filing patterns.

SECTION FIVE · ARTICLES

The Silent Gap: Emergency Arbitration And Third-Party Control In Maritime Disputes

This article has been authored by:

Pragya Pandey

B.A. LL.B., (3rd sem) 2nd Year

University school of law and legal studies, GGSIPU

Imagine a cargo vessel transporting cargo worth millions of dollars towards a port where commercial urgency meets institutional control. In one case, a cargo vessel containing 30,000 metric tonnes of wheat with a rough value of around US\$6.5 million was stranded off the coast of Balboa, Panama as the parties sought emergency arbitration to prevent further commercial losses. In another example, the cargo ship MV Peace Gem could not enter Haldia due to a refusal by the Kolkata Port Trust's river pilots to board her, leading to a need for judicial assistance in securing evidence from the Port Trust for arbitration. It becomes clear that in such situations there is an obvious issue which occurs: whereas emergency arbitration provides rapid interim relief to contractual emergencies, in practice, control over ships, cargo, and port procedures may lie in the hands of someone external to the agreement for arbitration. The main question then becomes: Is emergency arbitration capable of being effective where the ability to act lies outside the scope of those agreeing to arbitration?

MARITIME URGENCY AND THE RISE OF EMERGENCY ARBITRATION

The two disputes discussed above illustrate a recurring feature of maritime commerce: how vessels and cargo move across jurisdiction even at the times when dispute is unfolding, as in the case of *Kondot S.A v. Duron LLC*, cargo may deteriorate or lose commercial value or prevent a vessel from undertaking another voyage while the dispute remains unresolved. In situations like this, waiting for the constitution of a regular arbitration tribunal may render the eventual award commercially ineffective because the subject matter of the dispute is highly time sensitive. And this commercial reality has encouraged parties worldwide to rely on emergency arbitration allowing them to obtain urgent interim relief while awaiting a final determination by the

arbitral tribunal.

While arbitration works on a well established legal framework, maritime disputes reveal circumstances that require a different lens of analysis. The challenge is not merely the availability of emergency relief, but whether that relief can remain effective once multiple actors become involved in the movement and control of maritime assets. This article examines that challenge through three interconnected layers- consent, control, and enforcement. Consider a scenario in which, a buyer and seller may have agreed to SIAC arbitration, while the cargo is physically stored by a terminal operator, regulated by a port authority, or subject to customs clearance in situations like such the person capable of affecting the maritime asset may not be the person who consented to arbitration, creating a gap between contractual authority and practical control.

WHEN CONTROL LIES BEYOND CONSENT

As reflected in *Steel Authority of India Ltd. v. Uniper Global Commodities*, maritime disputes often involve actors whose role extends beyond the immediate contractual relationship of the disputing parties. Even where an emergency arbitrator issues an urgent interim order considering the urgency of the situation, its practical implementation may still depend upon persons or authorities who have not consented to the arbitration agreement. The challenge therefore, is not always the absence of speedy relief, but the presence of the multiple actors exercising different forms of authority over the maritime asset.



Maritime disputes generally involve two broad categories of third parties:

- Commercial third parties, such as terminal operators, carriers, ship agents, and banks holding shipping documents.
- Statutory third parties, such as port authorities, customs authorities, and harbour pilots, whose powers arise from legislation rather than contractual obligations.

This distinction becomes significant because an emergency arbitral order may effectively regulate the conduct of the contracting parties while its practical implementation may still require cooperation from actors whose authority originates outside the arbitration agreement. Consequently, the effectiveness of emergency relief depends not only on how quickly an order is issued but also on whether actors capable of influencing the vessel, cargo, or port operations are legally positioned to facilitate its implementation.

WHY COURTS STILL MATTER: THE COMPLEMENTARY ROLE OF ADMIRALTY JURISDICTION

The silent gap does not suggest that emergency arbitration is ineffective. Rather, it demonstrates that contractual interim relief may, in certain maritime disputes, be insufficient to secure practical enforcement. This is where the Admiralty (jurisdiction and settlement of maritime claims) Act, 2017 becomes significant. The Act confers admiralty jurisdiction on designated High court and permits the arrest of a vessel to secure a qualifying maritime claim, allowing relief to operate through the coercive authority of the State and directly upon the maritime res.



By contrast, an Emergency Arbitrator derives authority from the parties' arbitration agreement. Emergency relief is therefore primarily personal and contractual in nature: it binds the parties who consented to arbitrate but does not independently create the same form of judicial control over a vessel. Admiralty proceedings, however, provide an in rem remedy where the statutory conditions for arrest are satisfied. The two mechanisms should therefore be viewed as complementary rather than competing. Emergency arbitration preserves contractual rights through rapid interim protection, while admiralty jurisdiction addresses the distinct enforcement problem of securing the vessel where party-directed relief alone may not provide effective control over the maritime asset.

THE EVOLVING INSTITUTIONAL RESPONSE TO MARITIME URGENCY

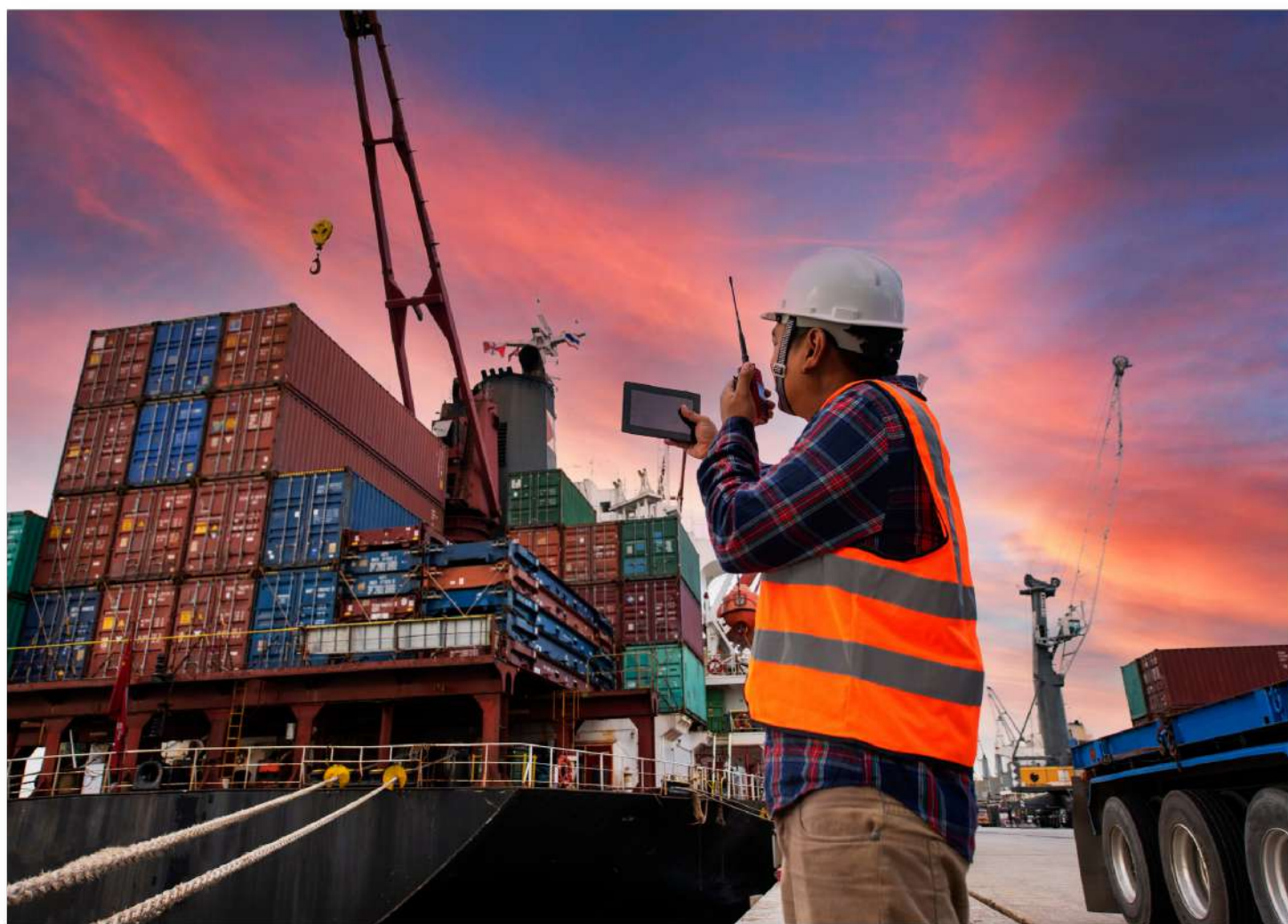
The rise in the use of emergency arbitration in maritime disputes is also part of a larger institutional process aimed at addressing the issue of commercial urgency. Prior criticisms of arbitration centered around the time taken to set up a panel, with the argument being that the valuable cargo, ship, or business opportunity could have been lost before any interim relief was granted. However, recent changes in institutional processes suggest that this issue has largely been taken care of. The SIAC Rules 2025 now give parties the ability to appoint an Emergency Arbitrator even before filing a Notice of Arbitration and provide for Protective Preliminary Orders that can, in appropriate cases, be requested without giving prior notice to the other side. Such institutional processes have thus made arbitration much faster in protecting the contractual rights of the parties.

involved. However, as is seen in the above examples, procedural speed is not always enough when the execution of the relief depends on actors who have control over the maritime assets.

TOWARDS A COORDINATED MODEL OF MARITIME EMERGENCY RELIEF

The increase in awareness of emergency arbitrations does not necessarily mean that there has to be a choice between the arbitral process or the judicial process. Instead, disputes related to the maritime sector have to be solved using an integrated strategy that keeps the fast pace of the arbitration process while considering the challenges of maritime enforcement. Where possible within the arbitration clause, it is necessary that the parties take the initiative to ask for relief from emergency measures to safeguard their rights under the contract and stop any damage to their business.

A holistic process will then need to see all the parties first try for relief using the Emergency Arbitrator, insofar as the arbitration agreement allows, so that their contractual right can be secured without having to wait for the formation of the arbitral tribunal. The role of the courts is then to come in when it becomes necessary to rely on statutory powers, for example, to arrest the ship or control its use.



CONCLUSION

Maritime disputes demonstrate that legal delay can quickly become commercial loss. While emergency arbitration has evolved into an increasingly effective mechanism for securing urgent interim relief, its effectiveness ultimately depends upon the relationship between consent, control, and enforcement. The Silent Gap therefore lies not in the absence of speed, but in the separation between those who consent to arbitrate and those who ultimately control maritime assets. Recognising this distinction encourages a more coordinated relationship between emergency arbitration and admiralty jurisdiction, ensuring that urgent relief remains both commercially meaningful and legally effective.

SECTION FIVE · ARTICLES

When Can a Court Stop a Foreign Maritime Arbitration? A Critical Analysis of SARR Freights v. Argo Coral Maritime Ltd.

This article has been authored by:

Shambhavi Saurabh

*LL.M. graduate in International Trade and Investment Law
O.P. Jindal Global University.*

INTRODUCTION

Two commitments sit uneasily at the heart of international commercial arbitration. The first is party autonomy: the parties choose their tribunal, and the courts should respect that choice. The second is the residual power of any legal system to prevent its process from being abused. India courts have long professed fidelity to the first, and Bharat Aluminum remains the high-water mark of the commitment. Yet the anti-arbitration injunction survives, and it is exercised from time to time. SARR Freights Corporation v. Argo Coral Maritime Ltd. is one of the rare cases where both commitments were tested twice on the same facts. A Single Judge of the Delhi High Court refused to stop a London Maritime Arbitrators' Association (LMAA) arbitration. A Division bench reversed that refusal within six months. The reversal turned on a single question- whether an arbitration agreement existed at all- and the two benches answered it by reasoning in opposite directions. That disagreement is what makes the case worth commenting on.



THE DOCTRINAL BASELINE: EXISTENCE AS A THRESHOLD QUESTION

The starting point is Kvaerner Cementation, where the Supreme Court emphasized the tribunal's competence under Section 16 to rule on its own jurisdiction, including objections to the existence or validity of the arbitration agreement. That principle, kompetenz-kompetenz, limits ordinary civil-court intervention in arbitral jurisdiction. For foreign-seated Convention arbitrations, World Sport Group narrowed the field further: judicial intervention is confined to the limited grounds under Section 45, where the agreement is null, void, inoperative, or incapable of performance.

The Delhi High Court, however, has recognized a narrow basis for intervention where the very existence of the arbitration agreement is challenged in anti-arbitration proceedings. In McDonald's India v. Vikram Bakshi, a Division Bench held that Indian courts "would certainly have the jurisdiction to determine the question as to whether an arbitration agreement was void or null. Existence, as distinct from validity, is treated as a threshold question the court may resolve itself. Dr. Bina Modi v. Lalit Kumar Modi subsequently considered and reaffirmed that limited jurisdictional approach. It is this narrow question- whether an arbitration agreement existed- that SARR Freights ultimately required the court to answer, not the broader question of whether the arbitration was oppressive.

THE SINGLE JUDGE'S REASONING AND ITS VULNERABILITY

The facts are unremarkable. A fixture recap and a Booking Note, both dated 4 April 2023, governed a voyage charter for military cargo. Clause 23 of the Fixture recap provided for "English law and London arbitration." The Booking Note, however, expressly incorporated only "additional rider clause 20-41" omitting the clause 43, arbitration clause, even though that clause appeared on the same signed page as Clause 41 and 42. The single judge treated the omission as "an inadvertent error and an oversight." The reasoning was that no international commercial contract would rationally omit any dispute-resolution mechanism. For support, the Single Judge relied on Trimex International and Govind



Rubber. Both were cases in which arbitration agreements were inferred from contractual correspondence in the absence of a formally executed comprehensive arbitration agreement. The difficulty with that analogy is that SARR Freights involved a signed, superseding Booking Note whose express terms required the Court to confront the legal effect of the parties' subsequent written agreement. The Booking Note stated its terms would "prevail over any previous arrangements." The commercial-sense reasoning also sits awkwardly with the orthodox canon, restate in the Rajasthan State Industrial Development & Investment Corpn. V. Diamond & Gem Development Corpn. Ltd., that a court may not "make a new contract, however reasonable, if the parties have not made it themselves."

THE DIVISION BENCH'S CORRECTION: CONSTRUCTION, NOT RECTIFICATION

The Division Bench reframed the dispute as one of the documentary construction under the Indian Evidence Act. Section 91-95 substantially restrict reliance on extrinsic material to contradict, vary, add to, or subtract from a written agreement, while permitting contextual evidence in the circumstances recognized by the statutory exceptions. Tracing the rule from *Ganga Saran* through *Roop Kumar* to *Anglo American Metallurgical Coal*, the bench held that the "20-41" reference was plain. The parties had actively edited the Special terms box elsewhere on the same page, which demonstrated conscious engagement rather than oversight.

There was "no mistake, ambiguity or defective language." No arbitration agreement existed, and the appeal succeeded. The Bench expressly declined to import the English rectification doctrine discussed in *FSHC Group Holdings*. It held that "the English Common law is materially different from...the codified Indian law," under which such an inquiry is substantially constrained once a signed document is found to be unambiguous. The distinction is doctrinally significant. Whatever inference may be permissible from correspondence in the absence of a final written agreement, Section 91-95 substantially constrain any attempt to vary an unambiguous signed instrument.

WHAT THE REVERSAL LEAVES UNRESOLVED

Two questions remain insufficiently resolved. First, although the Division Bench explained why it applied Indian law rather than the English authorities relied upon by the respondent, it did not fully address the antecedent choice-of-law question raised by the Fixture Recap's stipulation of "English law and London Arbitration." The judgment therefore leaves insufficiently examined whether the applicable law governing the contract should also determine the rules by which the Booking Note's terms are interpreted. This is not a minor gap. Given that the parties expressly chose English law, the Division Bench's reliance on Indian documentary-construction rules required a principled justification- one that the argument does not provide.



Second, although the Division Bench recognises the tribunal's prior jurisdictional determination, it does not substantially examine the weight that determination should carry, or the significance of the supervisory role of the English courts as the courts of the arbitral seat, in assessing the intensity of Indian judicial intervention. English courts have recognised circumstances in which they may intervene in foreign-seated arbitrations, but the Court of Appeal has emphasised that such intervention is exceptional and that the supervisory role of the courts at the arbitral seat ordinarily matters. This raises a further question: once an Indian court assumes jurisdiction to determine the existence of an arbitration agreement, should the foreign seat and the tribunal's prior determination nevertheless inform the intensity with which that jurisdiction is exercised? On this point, the Division Bench's silence is more defensible than on the choice-of-law question: a court may reasonably examine the existence of an arbitration agreement without deferring to a tribunal whose jurisdiction is itself contested.

CONCLUSION

SARR Freights answers the title question only partially. It illustrates that an Indian court may intervene to restrain a foreign-seated arbitration where it concludes that no arbitration agreement exists. It also demonstrates that the court declined to adopt the more permissive English approach to rectification to overcome what it regarded as clear contractual language. What the case does not resolve is whether, once an Indian court assumes jurisdiction to determine the existence of an arbitration agreement, the parties' choice of law, the foreign seat, and the tribunal's prior determination should constrain the intensity of that intervention. This unresolved boundary between legitimate judicial scrutiny of the existence of consent and judicial interference with a foreign-seated arbitration remains the deeper question left by SARR Freights.

For maritime counterparties, the practical lesson is narrower but immediate. Charterers and shipowners who negotiate a fixture recap and subsequently execute a formal booking note cannot assume that cross-references to rider clauses automatically carry over between the two documents. Both documents must be checked for consistency, clause by clause, and any intended arbitration provision should be expressly incorporated into each. Parties to LMAA arbitration involving Indian counterparties also face the risk that an Indian court may revisit the existence of the arbitration agreement by applying domestic evidentiary rules, notwithstanding an English choice-of-law clause. This is a matter of contractual drafting and dispute planning, not merely a litigation risk.



The Jurisprudential Imperative: Maritime ADR and Contractual Frustration Amid Geopolitical Hostilities

This article has been authored by:

Yugasindhya Karthikeyan

5th Year B.A.LL.B Student,

Government Law College, Viluppuram

INTRODUCTION: GEOPOLITICAL VOLATILITY AND THE FRAGILITY OF LEX MARITIMA

Today's international shipping network exists within the ambit of an elevated geopolitical climate that features state-enabled interdictions at sea, kinetic war zones, and non-symmetric threats against international shipping routes. This is exemplified by the present-day US-Iran conflict which has forced ocean carriers into making a choice whether to make their ships and cargoes susceptible to attacks or to incur additional cost in making a deviation via Cape of Good Hope route. Therefore, the contractual framework that makes up the voyage unravels. These immediate economic impacts along with escalating bunker oil costs, higher hull and machinery insurance rates and increased transit time necessarily result in a legal dispute.

In such unpredictable situations, domestic litigation as a method of conflict resolution is structurally inappropriate. The built-in time delay factor in municipal judicial process is in opposition to the requirements of international business. Litigation concerning maritime cases can take years before arriving at a final decision, causing unnecessary business damage and hindering the process of supply chain liquidity. This makes maritime Alternative Dispute Resolution (ADR) an absolutely necessary tool in the context of the lex maritima in order for the flow of international trade to be uninterrupted in times of international crisis.

THE SUPREMACY OF WAR CLAUSES AND THE TRUE ARENA OF MARITIME DISPUTES

In practice of international shipping, the general statutory discourse on the performance of contracts is almost completely overshadowed by the prompt resort to special contractual risk allocation devices. The standard charter party and bill of lading include the compulsory industry standard war risk clauses, such as BIMCO CONWARTIME

or VOYWAR templates. Such clauses enjoy the contractual supremacy per se. At the point that the geographic route experiences a kinetic escalation or even a state-imposed blockade, these clauses grant the ship-owner and captain of the ship an absolute discretion to decline instructions for entering the disputed area. By the strict letter of maritime law, any contract-permitted deviation from the voyage in case of the war risk is not considered a violation of the carriage contract.

Conversely, the true domain of modern maritime ADR is not whether or not the carrier has the authority to evade the dangerous area of conflict. Indeed, special arbitration panels are used to determine the intricacies of the mess of finances that ensue as a result of the proper invocation of the war clause.

The key fight is over the amount of War Risk Surcharges (WRS) that have been levied. While the cargo parties agree with the necessary rerouting through Africa, they usually take their case for arbitration quickly to argue that the lines are using the political climate to cover up an arbitrary increase in the tariff well above the increased cost of hull and machinery insurance.

Moreover, when the carrier invokes the right provided under the war clause to discharge the cargo at the alternative "safe port" rather than the intended destination port, the safe port itself can become a moving target because of the fast-changing nature of state-imposed penalties and reprisals. The ADR forum acts as referees in such fluid situations, issuing binding interlocutory decisions on which party should have to bear the heavy cost of transshipment, detention of containers, and storage of terminal prior to spoilage of the cargo.



SHIFTING BURDENS: THE INTERPLAY OF OBLIGATIONS AND EXEMPTIONS

Where there is no war clause or where the applicability of the war clause is disputed, the litigation will be based on the changing burden of proof between the obligations of the carrier under statute and its structural defenses under the Hague-Visby Rules. The claimant will make out a prima facie case against the carrier by making an allegation of breach of the carrier's paramount obligation under Article III, Rule 2 to "properly and carefully carry, keep and care for" the goods. The burden of proving the proximate cause of the damage to lie exclusively within the strict statutory defenses of Article IV, Rule 2 – namely, 2(e) ("Act of war") or 2(f) ("Act of public enemies").

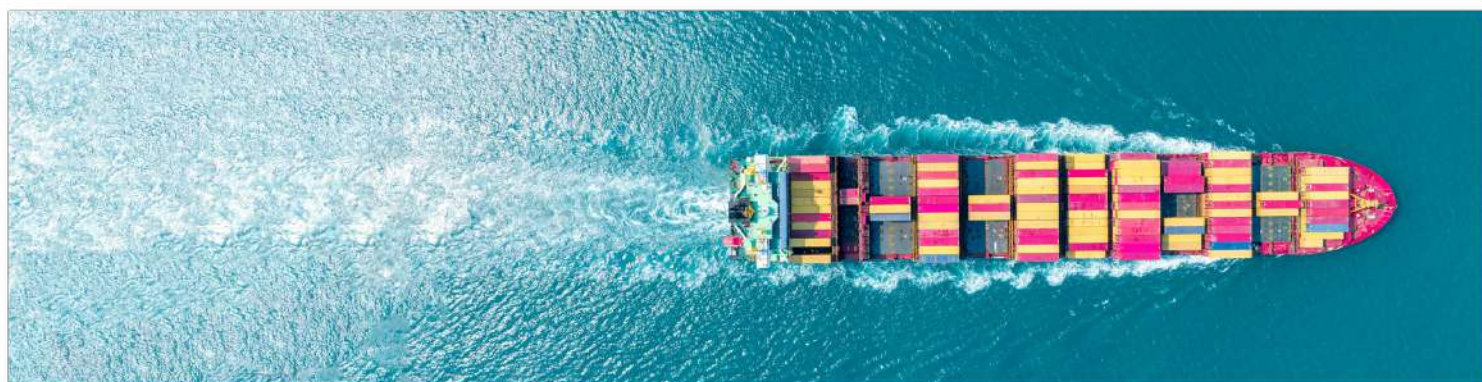
However, the carrier's defense under the exemptions provided for in Article IV is not always absolute and is frequently disputed by the pro-active interpretation of Article IV, Rule 1. If it can be proven that the accident occurred as a result of both the unseaworthiness of the ship (e.g. failure to keep up with the latest updates on electronic maps or susceptibility to spoofing through GPS), then the carrier becomes burdened to prove his due diligence in making the ship seaworthy before the commencement of the voyage as provided in Article III, Rule 1. This complex interpretation process necessitates the application of legal and technical expertise which the domestic courts lack.

THE OUTBOUND CEASEFIRE TRAP: THE CASE OF ACTIVE CARGO INTERCEPTIONS

When compared to the stiff and dogmatic approach of domestic courts, it is evident that specialized maritime arbitration is in the need for consideration of the complex gray area legalities associated with cargo interception during political ceasefires. The most obvious example is the situation that arose from the Strait of Hormuz incident where the massive container ship, MSC Francesca, which had been anchored in the Persian Gulf, made an exit move through the strait right after a ceasefire declaration was announced.

Instead of sitting securely anchored in the Gulf awaiting the end of hostilities, the carrier chose to take advantage of the diplomatic opening and escape to its destination of Sri Lanka. Unfortunately, however, as soon as the ceasefire collapsed, the naval forces of Iran attacked, shelled, and took possession of the cargo vessel. Since the vessel was carrying containers with valid bills of lading, the provisions of the Hague-Visby Rules were fully applicable.

Herein lies the basis of an extremely strong statutory opportunity for the claimants to proceed with their claims pursuant to Article III, Rule 2, by stating that the carrier undertook a commercial gamble by leaving a safe anchorage and traversing a notoriously volatile chokepoint based on an inherently unreliable political ceasefire. The carrier will try to defend itself through the total immunity provided in Article IV, Rules 2(e) Act of War and 2(g) "Restraint or Arrest". In any event, the carrier had no protection from the costs of human life because the crew were arrested under foreign jurisdiction, which opens up a different set of labor liability issues for the corporation. In light of the difficulty that a general municipal court judge would have in assessing the standard of due maritime prudence in the midst of a fluctuating geopolitical situation, the only competent body able to assess the matter is an ADR panel.



CONCLUSION: LEX MARITIMA AND SYSTEMIC COMMERCIAL RESILIENCE

This nexus of regional combat and international shipping operations emphasizes the point that geopolitical instability cannot be considered a transient anomaly anymore but is now a permanent part of international trade law. With vital sea routes exposed to the risk of unexpected interference, the success of any maritime business enterprise is determined by the ability of the parties to resolve their disputes fast and flexibly. Maritime ADR serves the role of an important jurisprudential relief valve for international businesses. With its preference for specialization, immediate relief, and modifications of contracts over the rigidity of municipal court systems, it preserves the fundamentals of lex maritima, and ensures that despite the fragmentation of geopolitical order, international law remains intact.

Expert Determination: The Missing Technical Layer in Maritime Dispute Resolution



This article has been authored by:

Rishabh Deora

*Paralegal, Orion Counsel & LLM Student
UPES, Dehradun*

INTRODUCTION

Maritime disputes and arbitration have a long relation i.e. charterparties, shipbuilding contracts, offshore projects and vessel transactions frequently involve parties from different jurisdictions, making arbitration a reliable choice for resolving disputes. But maritime disputes are not always purely legal. There may be a disagreement on whether a vessel meets a technical specification or whether machinery performs as promised or what effect the physical condition of a vessel has on its value.

These questions raise a simple question can every technical disagreement travel through a full arbitral process?

Here Expert Determination (ED) offers another route. It allows parties to refer a defined issue to an independent specialist whose expertise matches the subject of the dispute. Under the WIPO framework, ED is consensual, flexible and confidential, and the determination is binding unless the parties agree otherwise. Its value in maritime disputes therefore lies not in replacing arbitration, but in providing a specialised mechanism for resolving technical questions that may sit within a wider legal dispute.



WHY MARITIME DISPUTES CREATE SPACE FOR EXPERT DETERMINATION

In shipbuilding and offshore construction, the technical nature of maritime commerce is particularly visible. A modern vessel is a compilation of naval architecture, mechanical and electrical engineering, classification requirements, detailed contractual specifications, testing and performance standards etc. Further through sophisticated design, multiple participants and tight construction schedules offshore construction adds more complexity. Margaret J. Hughes' study of offshore construction specifically examined ED as a means of resolving disputes arising from the construction and conversion of offshore units, noting the technological complexity and allocation of design responsibility that can contribute to disputes.

The attraction of ED becomes clearer when the dispute is broken into its individual questions. Consider a vessel that fails to achieve a contractually specified performance level. Determining why it failed may primarily be an engineering question. Determining whether that failure constitutes a breach, whether an exclusion applies, or what damages should follow may be legal questions.

There is no reason why those questions must necessarily be decided in exactly the same way or by the same type of decision maker.

This is where ED can operate as a form of technical dispute resolution i.e. the defined engineering, performance, condition or valuation question goes to an appropriate specialist, while contractual liability and remedies remain available for determination through arbitration.

THE IDEA ALREADY EXISTS IN MARITIME CONTRACTING

BIMCO's NEWBUILDCON provides a useful illustration, its dispute resolution structure separately addresses disputes concerning classification or regulatory compliance, Expert Determination, and other dispute resolution procedures. Its ED provision expressly states that the appointed person acts "as an expert and not as an arbitrator" and that the decision is final and binding on the parties, this distinction is significant as it recognises that a technical determination and an arbitral

decision are different processes serving different purposes. The English Commercial Court decision in *Bernhard Schulte GmbH & Co. KG v. Nile Holdings Ltd.* provides another maritime example. The case arose from the sale of a fleet of LPG carriers. The contractual arrangement allowed complaints concerning vessel condition to be referred to an expert nominated through Bureau Veritas for the purpose of adjusting the purchase price. The dispute demonstrates how ED can operate where technical assessment of vessel condition directly affects a commercial valuation.

The concept can also arise in ordinary shipping performance disputes. Prokopios Krikris in his SCMA published analysis of speed and consumption claims, discusses charterparty provisions involving weather routing companies, including questions as to whether their performance findings are contractually binding and provisions under which a second weather routing company may make a final and binding evaluation. This demonstrates how expert determination principles can operate beyond shipbuilding and offshore projects.

EXPERT DETERMINER, EXPERT WITNESS AND ARBITRATOR

An important distinction is that, an expert witness advises a tribunal on a technical matter; the tribunal remains the decision maker. An Expert Determiner, by contrast, is contractually entrusted with deciding the particular question referred to them.

In *Barclays Bank PLC v. Nylon Capital LLP*, the English Court of Appeal emphasised that ED has no procedural code equivalent to arbitration. Unless the parties prescribe the procedure, the expert enjoys considerable freedom in determining how to proceed. The Court also recognised the speed and informality for which parties may deliberately select ED.

This can be particularly valuable in maritime matters. Instead of two parties appointing competing technical experts who prepare reports and explain complex engineering issues to a tribunal, the parties may, for an appropriately defined question, appoint an independent specialist as the decision maker itself.



FINALITY: THE STRENGTH AND RISK OF ED

ED depends heavily on the parties contract. The question referred to the expert, the expert's qualifications, procedure, powers and the binding nature of the determination should therefore be drafted carefully. English law illustrates the importance of the expert's mandate. In *Premier Telecom Communications Group Ltd. v. Webb*, the Court of Appeal recognised the distinction between an expert who performs the contractual task but makes an error while doing so, and an expert who materially departs from the task the parties actually entrusted to them. A final and binding ED is not simply an invitation to relitigate the merits because one party dislikes the technical conclusion. This finality is attractive because it can provide commercial certainty quickly. It is also one reason ED must be used selectively. A vaguely drafted clause referring all "technical disputes" to an expert may simply create another dispute over what "technical" means.

A maritime ED clause should instead identify the matters capable of referral such as specified performance testing, technical conformity, classification compliance, condition assessment or valuation and explain how ED interacts with arbitration where technical and legal questions overlap.

WHY EXPERT DETERMINATION WILL NOT REPLACE MARITIME ARBITRATION

ED has an important structural limitation in international maritime commerce. Unlike an arbitral award, a contractual expert determination does not benefit from the New York Convention framework for the recognition and enforcement of foreign and non-domestic arbitral awards. WIPO notes that the international enforcement of ED may be challenging because there is generally no specific international convention providing an equivalent enforcement mechanism; consequently, a binding expert determination ordinarily has to be enforced through the parties' contractual relationship. This matters in an industry where owners, yards, charterers,

financiers and assets routinely cross borders. The better approach is therefore not Expert Determination versus arbitration, but Expert Determination with arbitration i.e. Contracts can assign specific technical issues to expert determination while reserving legal interpretation, liability, and enforcement for arbitration.

AN EMERGING OPPORTUNITY FOR INDIA

India also has a useful legal foundation for recognising the distinction. In *Bharat Bhushan Bansal v. U.P. Small Industries Corp. Ltd.*, the Supreme Court distinguished an arbitration agreement from a contractual mechanism under which an engineer or other expert decides specified matters. Further, India presents an interesting opportunity for this model. The Gujarat International Maritime Arbitration Centre (“GIMAC”) expressly states that its mission includes organising and managing arbitration, mediation and expert-determination proceedings concerning maritime and shipping disputes.

This does not mean that India already possesses a developed body of maritime ED jurisprudence. Rather, it shows institutional recognition that maritime ADR need not be confined to arbitration alone.

CONCLUSION

Expert Determination should not be presented as a replacement for maritime arbitration. Its importance lies precisely in being narrower.

Maritime disputes frequently combine two worlds i.e. technical questions and legal consequences. Arbitration will remain to determining contractual rights, liability and remedies, particularly in cross-border disputes. But on the other hand where the immediate question is whether machinery complies with a specification, a vessel meets an agreed performance standard, construction satisfies technical requirements, or vessel condition affects value, a suitably qualified expert may be better placed to decide that defined issue.



SECTION FIVE · ARTICLES

Arbitrating Carbon: Risk Allocation and Liability under the BIMCO CII Clause in Time Charter Party Disputes

This article has been authored by:

Adv. Pragyesh Yogendra Shrivastav

LL.M. | B.A. LL.B. (Hons.)

Allahabad High Court, Lucknow Bench

State Legal Convenor – AISU

FinTech Law Research Fellow (Class of 2026) |

Accredited Civil-Commercial Mediator (London, UK)

INTRODUCTION

Alternative Dispute Resolution (ADR) and international commercial arbitration, in particular, provide one of the preferred means of dispute settlement. London Maritime Arbitrators Association (LMAA) is the world's largest arbitration forum for charterparty disputes, and as such it offers an expert venue for the resolution of complex legal battles over the allocation of risks and responsibilities between shipowners and charterers. Arbitral tribunals have traditionally used well-established common law principles to adjudicate legal disputes, typically by splitting responsibilities between the two sides, with shipowners retaining sole responsibility for the safe navigation of a vessel and the charterer being in overall charge of other matters. However, recent changes in international environmental regulations have created a grey area in disputes involving the allocation of costs between the two sides. This note examines the arbitration law issues that may emerge in connection with the new regulations and the CII Operations Clause.

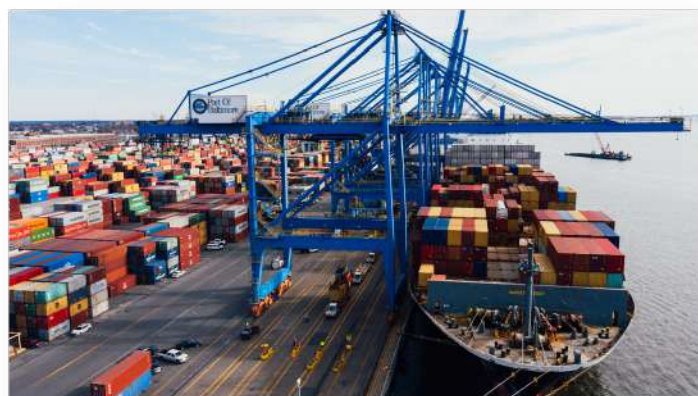
The International Maritime Organisation (IMO) has recently introduced new regulations requiring shipping companies to reduce greenhouse gas emissions from ships. The new rules, which came into force in 2023, require ships to follow a global carbon intensity reduction trajectory, setting a target for annual reductions in carbon emissions per nautical mile travelled and per unit of cargo capacity carried. Such requirements, obviously, involve allocating additional responsibility and cost between shipowners and charterers, which may cause disputes. The IMO regulation includes a number of requirements concerning the operations of all ships, which implies that the charterer's employment orders

will play a significant role in determining whether a particular shipping company can meet the new standards. This article will examine the relevant arbitration law issues that may arise in connection with the new rules and the application of the BIMCO CII Operations Clause for Time Charter Parties 2022.

THE GREY AREA: REGULATORY DECARBONIZATION AND TRADITIONAL EMPLOYMENT ALLOCATION

The CII regime, which came into force on January 1st, 2023, requires vessels to maintain an operational carbon intensity rating ranging from A to E. An inferior rating (a consecutive D rating or a single E rating) requires the shipowner to draft and implement a mandatory corrective action plan. Given that a vessel's operational CII rating is largely determined by commercial factors (such as sailing speed, the frequency of ballast voyages, and prolonged waiting times at congested ports), the regulatory burden intrinsically collides with the charterer's commercial prerogative.

Under traditional English maritime law, which governs the vast majority of international charterparty arbitrations, a shipmaster is bound to comply with the charterer's lawful employment orders. As definitively established by the House of Lords in *Whistler International Ltd. v. Kawasaki Kisen Kaisha Ltd. (The Hill Harmony)*, decisions to select a particular route, or to sail economically, are held to be within the domain of the charterer's employment orders, not the owner's navigational jurisdiction, unless an imminent physical hazard to the vessel arises.



In this context, an acute grey area arises for arbitral tribunals: if a charterer issues lawful, commercially optimal employment orders (such as ordering maximum sailing speed to secure a lucrative cargo or instructing the vessel to idle for weeks outside a congested port), which mathematically degrades the vessel's statutory CII rating, who bears the liability for the resulting regulatory sanctions or the loss of the vessel's asset value? Unamended standard form time charterparties like the widely used NYPE 1946 or NYPE 2015 provide no contractual mechanism to bridge this divide. If an owner refuses an employment order to preserve their vessel's CII rating, they expose themselves to arbitration claims for off-hire and breach of the fundamental obligation to proceed with utmost dispatch. Absolute compliance with commercial orders exposes the owner to regulatory non-compliance. This structural void leaves arbitral tribunals facing an unprecedented conflation of public international environmental law and private contractual obligations.

THE BIMCO CII OPERATIONS CLAUSE: A CONTRACTUAL COMPROMISE OR ARBITRAL MINEFIELD?

To avoid a flood of uncontrollable arbitrations, BIMCO recently published the CII Operations Clause for Time Charter Parties 2022. This clause represents a fundamental shift in practice as it imposes an obligation on the charterer to operate and use the vessel in accordance with an "Agreed CII". In addition, the clause allows the owner to request alternative voyage orders if the charterer's instructions could compromise the Agreed CII and the master to deviate from the given voyage orders and reduce speed to meet the CII requirements if the charterer does not comply with the owner's request.

However, the wording of the BIMCO clause creates several potential issues for LMAA arbitration. Firstly, the clause provides that warranties in the contract about dispatch, speed and bunker consumption shall remain in full force and effect. It then goes on to say that a breach of any such warranty cannot be relied on by the charterer to excuse them from their obligations in relation to the CII. This means that in practice, if a master decides to slow steam and this breaches a warranted performance curve of the vessel, arbitrators would have to consider which warranty takes precedence.

Secondly, the clause requires the parties to "collaborate and cooperate in connection with the voyage planning in order to achieve the agreed CII". This is a subjective test, unlike the objective standard of strict liability traditionally applied in marine insurance law. In future LMAA arbitrations, deciding whether a charterer has "unreasonably" refused to vary employment orders will require scrutiny of complex weather and fuel-consumption modelling and AI voyage-planning software.



QUANTIFYING CARBON LIABILITY IN CHARTERPARTY ARBITRATIONS

Arguably the most contentious issue that arbitral tribunals will have to consider under the new CII regime concerns the quantification of damages for a charterer's breach of the CII Operations Clause. In conventional arbitration practice, the consequences of a charterer's breach of a speed warranty or a safe port obligation are relatively straightforward to assess since they always entail either additional bunker expenses or demurrage/remuneration for repairs. By contrast, if a charterer's orders result in a downgrade of the vessel's CII category from, say, C to D, the resultant measures taken by the owner (preparing a SEEMP Part III) hardly involve any readily ascertainable losses or expenses.

To begin with, it is reasonable to assume that owners will be unable to claim compensation for the diminution in the vessel's competitiveness in the chartering market or its resale value on account of its poorer CII rating. According to the influential House of Lords decision in *Hadley v. Baxendale*, any damage award will be limited to those losses that "were within the contemplation of both parties at the time when the contract was made" or that "must have been contemplated by them." At the arbitration hearing, the charterers will inevitably argue that the indirect consequences of their actions (downgrading of the vessel's rating) were too remote to be compensated.

Even if the tribunal takes the view that the loss of the vessel's market value is a recoverable damage, there will be little agreement on the quantum of this loss since it will depend on the daily charter hire that the vessel would have fetched at the relevant market during the period of default. In that connection, the tribunal would have to rely on expert

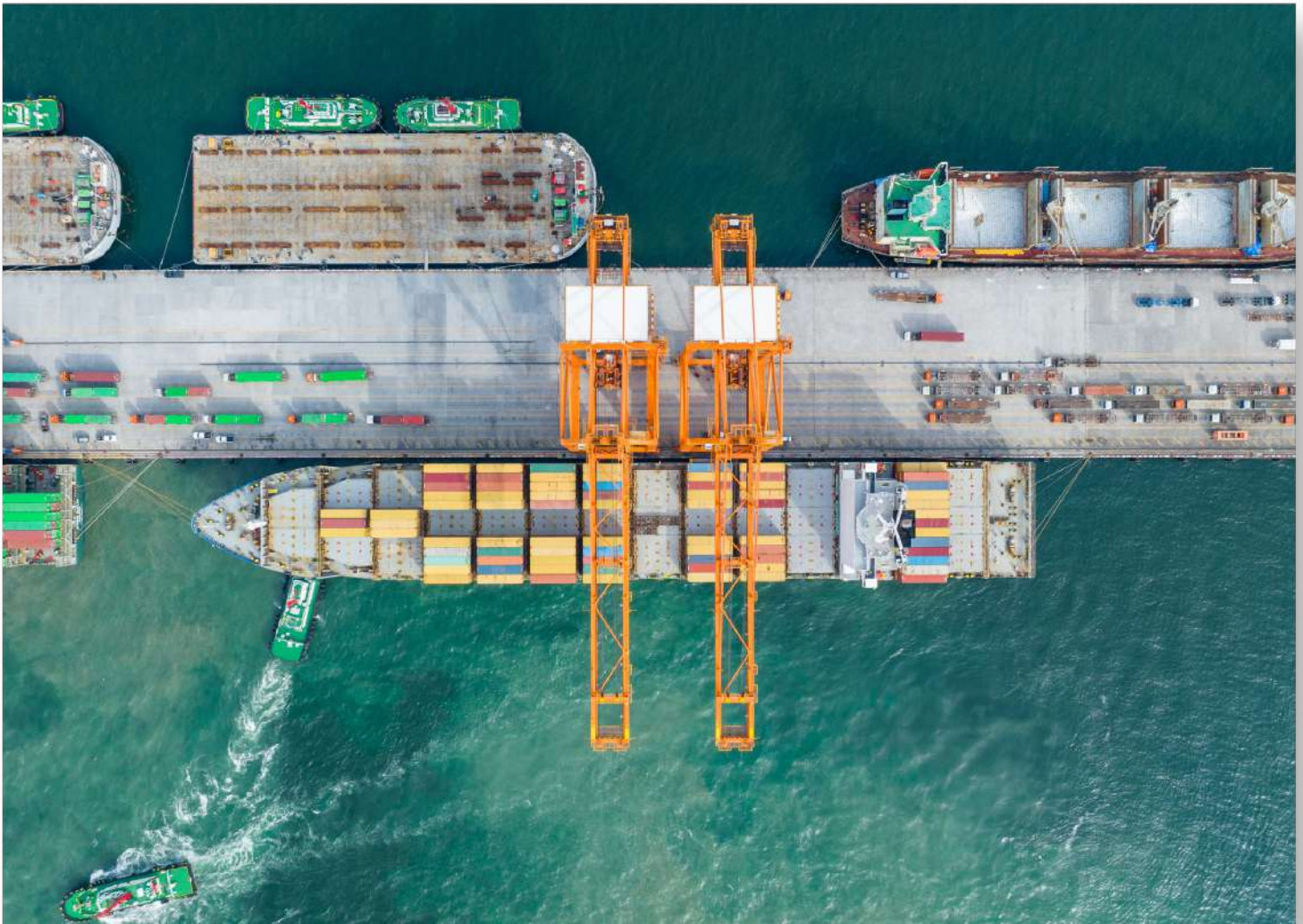
shipbroker evidence, which is likely to be highly contentious.

Finally, Carbon Neutrality disputes may also involve intricate bills of lading indemnity issues. If the captain decides to slow down the voyage to bring the vessel's CII rating in line with the requirements of the BIMCO CII Clause and this results in delays to the delivery of the cargo at the destination port, the cargo receiver may well claim compensation for the resulting losses against the carrier under the Hague-Visby Rules. However, the very wording of the BIMCO CII Clause suggests that the charterer should be fully indemnified by the owner for any such claims. Hence, tribunals will have to balance the carrier's rights under the Hague-Visby Rules to adjust the freight for "failure to proceed with due dispatch" against the express language of the indemnity clause in the charterparty, which will be highly contentious and likely to lead to disputes being submitted to London arbitration.

CONCLUSION

The meeting point of the IMO's decarbonization agenda and traditional charterparty risk management is set to become a battleground for many maritime ADRs in the near future. BIMCO's CII Operations Clause 2022, a tool to facilitate the much-needed energy transition, appears to shift public regulatory responsibility into the private-law domain, primarily onto the charterer. Once the LMAA tribunals worldwide have ruled on the disputes triggered by the new clause, they will have to interpret the mutual rights and obligations under an agreement containing both strict speed and consumption warranties and a set of subjective measures to reduce the carbon intensity of ships.

The resulting awards will significantly affect how economic responsibility is allocated for the shipping industry's transition to zero-emission operations. They will determine whether the traditional law principles of foreseeability, causation, and commercial dispatch will endure in the face of modern climate change obligations. Commercial arbitration, through its ability to act as a decision-making forum in charterparty disputes, will be at the forefront of the industry's efforts to balance its commercial and ecological goals."



SECTION FIVE · ARTICLES

Charting New Waters: The Future of Arbitration in Maritime Logistics and Charter Party Claims

This article has been authored by:

Maniratno Chattopadhyay

*2nd year BA. LL.B (Hons) student
in Damodaram Sanjivayya National
Law University, Vishakapatnam*

Sambhav Jain

*3rd year BA. LL.B student
in Symbiosis Law School,
Hyderabad*

INTRODUCTION

Disputes over charter parties have always been related to familiar operational issues, such as laytime, demurrage off-hire, seaworthiness, cargo handling, bunkers, freight and deviation. Modern seaborne logistics introduces new points of conflict. It is becoming more common to find contracts covering emissions, cyber security, data sharing, sanctions and ESG performance, which leads to friction over technical matters and contractual interpretation. A single shipment can include owners, charterers, sub-charterers, carriers, cargo interests, brokers, insurers, terminals and inland providers. This contractual disassociation may lead to parallel proceedings, duplication of costs and different results. The main thrust of this paper is that maritime arbitration will still have a role to play in the future in commerce, though the most likely form of it will be the hybrid electronically managed, technologically oriented, multi-party and cross-border. The central argument of this paper is that the most likely future shape of maritime arbitration is going to be hybrid electronically managed, technologically savvy, multi-party and cross-border.

LEGAL EVOLUTION AND DIGITALIZATION OF EVIDENCES

From paper to data is the maritime dispute file. VSC, e-notices, emails, messaging systems, port logs, e-bills of lading and automated notices of readiness are all examples of digital tools in the logistics chain. Examples of digital tools in the logistics chain include AIS records, vessel-performance sensors, electronic notices of readiness, emails, messaging platforms, port logs, e-bills of lading, and automated notices of readiness, laytime systems can be key factors. Now, digital case-management systems will enhance document sharing, version management, searching and

tracking, and in arbitrations where the presentation involves a lot of documents, he will be tasked with hearing the presentation. This benefits the ability to review large records, but it also introduces new responsibilities, such as: parties need to preserve data in a timely manner, identify data custodians and a person will need to set up the power-up, establish authenticity, access and continuity, and set up the power down. The vessel information may spread and/or be overwritten by normal operations, so the earlier the information is preserved the better. EBLs can help minimize disputes that can arise from loss, fraud, delay and manual transfer. A transaction history that is shared and cannot be tampered with can be achieved through the use of blockchain-based records, and smart contracts can be used to automate payment triggers, laytime calculations or even penalties for not performing. But the idea of immutability does not necessarily imply legal correctness. An input is recorded by a blockchain ; does not rule out that an oracle, sensor or human entry was accurate in depicting the underlying event. Interoperability, cybersecurity, data, cross-border enforceability, governance, risks, therefore, still exist, but remain unaddressed.

AI will be used to help with document review, chronology, issue identification, and anomaly detection, particularly in large volumes of charter documents party disputes. It must continue to be a help rather than a hindrance to the tribunal in reaching its own decision. The key issues were whether a notice was contractually effective, whether a breach resulted in the termination of the contract, and whether a breach caused a default in payment, national security actions, whether involving the loss of life or an exception to the rule need interpretation, procedural fairness, and reasoned determination of what evidence goes against the rule and what goes with it.



PROCEDURE AND ACCESS OF JUSTICE

There should be different procedures in future maritime arbitration. A short process for narrow demurrage or freight dispute might be appropriate, but an extensive process for an inter-party cargo or shipbuilding claim may be needed, depending on the issues involved and the need for expert evidence and more complete disclosure to examine complicated causation. Certain of the ICC's reforms in 2026 point to this trend towards choice of procedure, such as the expedited procedure, which is an opt-in mechanism with a final award deadline of three months after the case-management conference, which may be appropriate for discrete charter party disputes, and the use of electronically signed awards in practice. Consolidation is also key. Back to back Contracts could then result in a series of arbitrations where the middle party will have to jump through arbitration firehaws one after the other or will be subjected to inconsistent findings. However, the concept of consolidation is not presumed. Parties should designate consent, compatible seats, institutional rules, powers of the tribunals and the treatment of the non-signatories. Where incorporation of a charter party arbitration clause into a bill of lading is not as clear-cut as it may seem, submission agreements can offer a viable alternative once the dispute has arisen.



ENFORCEMENT AND DRAFTING PRIORITIES

The arbitration clause should not be a cliché. It should establish the seat, institution or rules, governing law, language, number and skill of arbitrators, consolidation procedure, emergency or interim, confidentiality and procedures for electronic evidence. It must be expressly incorporated into the bill of lading with clarity and make it abundantly clear that charter party will be applicable, including clarifying the arbitration and jurisdiction provisions. In certain cases, incorporation language that is generalized may not be deemed to be sufficient to bind a bill holder who was not a party to the charter party. In some instances, general incorporation language has not been found to be sufficient to bind a bill holder who was not on the charter party. The courts cannot be replaced by technology. A Tribunal can establish contractual rights but there may be a need for court action for arrest of vessels and interim measures. The measures include enforcement of assets, third-party compulsion and measures. Parties should therefore choose their seat, and their strategy of enforcement, taking into account the likely locations of assets and the available procedures. While digital awards and electronic signatures might work well, you should ensure that the jurisdictions concerned will recognize the form and process employed.



CONCLUSION

Maritime arbitration is not about a paper-based world and is not a fully automated system. It's a multi-layered approach that relies on trustworthy digital evidence, institutions offer proportional and consolidated procedures, and courts' coercive and supervisory roles remain. While smart contracts can resolve common disputes or even avert them, there will still be situations that require arbitration, such as ambiguous situations, causation, fraud, hardship, regulatory conflict, and multi-party responsibility. The most effective charter parties will thus be a blend of precision in drafting and technology in adaptability, they will spell out what counts as the data, what is the process for disagreement, and what forum can generate an enforceable outcome.

SECTION SIX · MORE ABOUT THE INSTITUTION

Upcoming Events



OCT 2026

11

IIDRC PODCAST SERIES

IIDRC Podcast Series | Launching 11th October 2026

Conversations that matter in dispute resolution

OCT 2026

14 & 30

IIDRC OPEN HOUSE | HIGH TEA

Join us for an informal interaction as we showcase our state-of-the-art center

OCT 2026

24

INDIA ENERGY LAW ASSOCIATION WEBINAR

The Intellectual Property Grid: Protecting innovation in India's evolving energy sector

NOV 2026

01

AAI WEBINAR SERIES

Webinar on ADR in Sports Industry

*Stay Updated: Follow **IIDRC** & **IIDRC Edge** on LinkedIn and Instagram for the latest news and updates.*

**iidrcedge****IIDRC**
IIDRC Edge

Stay Connected



FOR PROFESSIONALS

Stay plugged into the evolving ADR landscape by joining the official WhatsApp channel.

“IIDRC Notice Board”

Get priority updates on conferences, panel discussions, advanced training programmes, and institutional initiatives led by IIDRC.

This channel is designed for practitioners and experts who want timely insights, meaningful engagement, and a front-row seat to developments shaping dispute resolution in India.



IIDRC NOTICE BOARD
PROFESSIONALS' WHATSAPP GROUP



FOR STUDENTS

Looking to build a strong foundation in arbitration and mediation? Join the official WhatsApp channel.

“IIDRC Students Network”

Receive curated updates from the Institutional and Industrial Dispute Resolution Centre (IIDRC) on **internships, workshops, certificate courses, competitions, and academic programmes.**

Discover opportunities that help you learn, practice, and prepare for a career in dispute resolution right as they are announced.



IIDRC STUDENTS NETWORK
STUDENT'S WHATSAPP GROUP

IIDRC

— AS —

RISING STAR

OF THE YEAR

ADR INSTITUTION



IIDRC continues to lead with excellence, innovation, and impact in the field of Alternative Dispute Resolution.