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Comprehensive Analysis of Maritime Cargo Carriage Regulations According to the New UAE Maritime Law 43 of 2023

In our ongoing commitment to providing in-depth legal insights, I am pleased to offer a thorough analysis of the legal provisions governing the maritime carriage of goods.

At its core, the essence of the contract for carriage of goods by sea, as outlined in the legal framework, is a commitment by the carrier to transport goods by sea in exchange for a fee. The tangible embodiment of this commitment is the bill of lading, a document that serves as evidence of the carrier receiving goods from the shipper and pledging to deliver them to a designated recipient, bearer, or even the carrier itself.

- I. The importance of the bill of lading is emphasized in the regulations. It acts as a crucial record, proving the contractual relationship between the carrier and shipper, and extending its legal significance to third parties. Essential details, such as goods identification signs, ship particulars, transportation fees, and issuance particulars, are mandated in the bill. The possibility of issuing an Electronic B/L is now regulated by the new law. Of note, the carrier must specify if goods are shipped on the ship's deck or prove an existing agreement. The shipper bears responsibility for the accuracy of the provided information.
- II. Moving forward, the concept of reservations in recording data is introduced. This provision grants the carrier the authority to express reservations when doubts arise about the authenticity of the shipper's data or if means for verification are insufficient. These reservations must be justified, and the shipper or addressee retains the right to substantiate the accuracy of the data.
- III. In considering potential scenarios, we delve into the situation where a shipper issues a letter of guarantee, undertaking to compensate the carrier for damages resulting from incorrect data. Notably, the carrier cannot invoke this letter against a third party unaware of the inaccuracies at the time of obtaining the bill of lading. However, the consignee is empowered to enforce the letter against the shipper.

This circular provides a broad perspective on the marine market and should not be construed as an advisory. The information is derived from sources deemed reliable at the time of publication, and we cannot be held responsible for any omissions in the circular. The above circular is a summary of the New UAE Maritime Law 43 of 2023 and does not include the exact translation of the article's context.



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- IV. The practicalities of the paper bill of lading are outlined in the subsequent provision, addressing the drawing of two original copies, one handed to the shipper and the other retained by the carrier. The copy given to the shipper is negotiable unless expressly declared otherwise, and the carrier may issue multiple copies upon the shipper's request, as long as they are not made out to the bearer. A focus on resolving discrepancies and understanding the relationship between the bill of lading and the charter party is then presented. In cases of copy disparities, each original copy is utilized based on the signer. Furthermore, the hierarchy between the charter party and the bill of lading in various relationships is clarified.
- V. The final provision outlines the negotiability aspects of the bill of lading. It distinguishes between negotiable and nominal bills and provides insights into the assignment of nominal bills. The provisions also highlight the significance of endorsements, addressing disputes among multiple holders of original copies.

This circular has been developed by the Maritime, Shipping, and Logistics department at BLK Partners, headed by Tarek Saad (Partner). Tarek spearheaded the maritime law project and actively contributed to the drafting and amendment of the law in collaboration with the Federal Transportation Authority in the UAE.

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This circular can also be accessed at www.blkpartners.com

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