HAI TONG & PARTNERS
海 通 律 师 事 务 所

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Suite 1106, Ruifeng International Tower
No. 248 Yang Shu Pu Road
200082, Shanghai, China
Tel: 86-21-5588 2939
Fax: 86-21-5580 2512
www.haitonglawyer.com

The Supreme Court issued the Memorandum of the National Courts' Symposium on Trials for Commercial and Maritime Cases

Dear Valued Clients,

Last week, the Supreme People's Court of the People's Republic of China (hereinafter referred to as "SPC") issued the Memorandum of the National Courts' Symposium on Trials for Commercial and Maritime Cases Involving Foreign Elements (hereinafter referred to as "the Memo"). The Memo consists of three parts: section of foreign-related commercial affairs, section of foreign-related maritime affairs and section of judicial review for arbitrations. Although it is not a law or judicial interpretation, it is of great guiding significance to the trial for future cases because it is a summary by the SPC and people's courts at all levels based on the judicial precedents and trial experience in previous years.

Under such context, we would hereby briefly introduce some important rules in the section of maritime affairs of the Memo as follows for your information:

1. Identification of shipper

Art.51 of the Memo provides that the record of shipper on a bill of lading is only prima facie evidence, and the court may identify the shipper separately based on different circumstances of a case. For further clarification, the SPC holds for example that if there is evidence to prove that the booking party is entrusted by others and slot is booked in the name of others or booked for others, the court shall, in accordance with provisions of Para.3 of Art. 42 of the Maritime Code, determine that the "other party" is the shipper.

With regard to this provision, it is important for the carrier to note that the "shipper" described in the bill of lading is not necessarily identified as the "contractual shipper". Such tendency has been clearly reflected in the case of disputes over the contract of carriage of goods by sea in the case (2020) JMZ No.466 tried by the Tianjin Higher People's Court. In the case, the Tianjin Higher People's Court held that, although SINOMACHINT was the shipper recorded on the bill of lading, "the contract of carriage of goods by sea involved in the case was concluded between the New Golden Sea Shipping Pte. Ltd. and other party who was entrusted by Ocean Glory Enterprises Limited, and the freight was paid to New Golden Sea Shipping Pte. Ltd. by other party entrusted by China Food Co.", so although SINOMACHINT actually delivered goods to New Golden Sea Shipping Pte. Ltd., SINOMACHINT was not the "contractual shipper" but only an "actual shipper", and therefore SINOMACHINT did not have to bear the liability of compensation to the contractual carrier New Golden Sea Shipping Pte. Ltd. for the loss caused by failure to take delivery of goods at the port of destination. Art. 51 of the Memo is actually a further clarification of the above trial rule.

Art.42(3) of the Maritime Code provides that "contractual shipper" means "the person by whom or in whose name or on whose behalf a contract of carriage of goods by sea has been concluded with a carrier". We are of the opinion that, judging from the literal text of this article, the shipper recorded on the bill of lading does not necessarily meet the definition of "contractual shipper", but in previous cases, carriers often take it for granted to identify the shipper recorded on the bill of lading as "contractual shipper", and ignore the importance of the booking process. In such circumstance, it is very likely that the shipper recorded on the bill of lading is not the "contractual shipper". Therefore, regardless of whether the provisions of Art.51 of the Memo are reasonable or not, only from the perspective of recovery claim, owners are suggested to pay more attention to examining the documents formed in the booking process and the actual payment of freight before initiating a lawsuit and try to avoid losing the lawsuit by suing against a wrong defendant.

2. Carrier's cargo worthiness obligation in respect of providing cargo worthy containers

Art.53 of the Memo provides "pursuant to provisions of Art.47 of the Maritime Code on the obligation of cargo worthiness, containers provided by the carrier shall meet the requirements of fit and safe for reception, carriage and preservation of the goods carried." The above-mentioned obligation of the carrier cannot be exempted by agreement, if the container provided by the carrier does not conform to the above provisions and causes cargo damage, the carrier shall be liable for compensation.

Ar.47 of the Maritime Code is about carrier's obligation to provide a seaworthy ship. The so-called seaworthiness of ship is generally considered to include three aspects, namely, seaworthiness of ship, crew competency and cargo hold fitness, which are the minimum obligations for the carrier to perform the contract of carriage and cannot be exempted by agreement. The SPC, through the Memo, deems the carrier's providing of "containers that meet the requirements of fit and safe for reception, carriage and preservation of the goods carried" as part of carrier's performance of "the obligation to provide seaworthy ship", and clearly stipulates that it cannot be exempted by agreement.

3. Determination of "nature or inherent vice of the goods"

Art. 54 of the Memo provides that where the carrier tries to the exempt their liability based on "nature or inherent vice of the goods", which is Item(9) of Art.51 (1) of the Maritime Code, the carrier has to prove that, "for carriage of goods of the same type under the same normal conditions of transportation, even if the carrier has fulfilled its obligations of (properly and carefully load, handle, stow, carry, keep, care for and discharge the goods) under Art.48 of the Maritime Code, the exercise of due diligence still could not have prevented the damage".

In previous trial practice, the Chinese courts often have different standards for the determination of "nature or inherent vice of the goods", in this context, the SPC adopts Art.54 of the Memo to unify the standard for determination, which is of important guiding significance for trial practice. According to this provision, taking case of carriage of soybeans as an example, if the carrier wants to maintain that heat damage to soybean is caused by the nature of soybean and seek for exemption, according to above provision of the Memo, it is necessary to prove that it has properly and carefully fulfilled its obligation to properly and carefully load, handle, stow, carry, keep, care for and discharge the goods, and according to precedent judgments of the SPC, proper ventilation is one of the obligations for carrier to transport soybean cargo.

4. Adduce evidence to prove the period when cargo damage occurred

Art.55 of the Memo allocates the burden of proof for the period when cargo damage occurred. According to this provision, "where the claimant does not raise objection as per Art. 81 of the Maritime Code at the time of delivery of the goods, and then claims compensation for cargo damage from the carrier after delivery of the goods, it is necessary for the claimant to prove that the cargo damage "did" occur during the period of responsibility of the carrier."

According to Art.81 of the Maritime Code, in case of apparent damage, the consignee shall notify the carrier at the time of delivery; where the damage is not apparent, the carrier shall be notified within 7 days after the delivery of the goods; in the case of containerized goods, the carrier shall be notified within 15 days from the date of delivery of the goods. Otherwise, it shall be deemed prima facie evidence of the apparent good order and condition of such goods. Memo

5. Carrier's liability for shortage of bulk cargo

Art. 56 of the Memo stipulates carrier's liability for shortage of bulk cargo, and makes it clear that in the case of carriage of bulk cargo, "where there is a shortage of goods after discharge, the carrier claims exemption and proves that the shortage is due to reasonable allowance, measurement tolerance and relevant industry standards or practices, people's courts shall in principle support such assertion, unless there is evidence to prove that the carrier committed fault for which the carrier could not be exempted from liability in respect of the shortage." Meanwhile, the SPC makes it clear that "if the shortage of goods after discharge exceeds the relevant industry standards or practices, and the carrier cannot provide evidence to distinguish the loss caused by reasonable factors and loss caused by unreasonable factors respectively, people's courts shall in principle support the claimant where it claims the carrier to bear the liability for compensation for all the shortage of goods."

In the trial practice for cases of bulk cargo carriage, if the shortage is less than 0.5%, the prevailing view of the Chinese maritime court is that the carrier can exempt their liability to the cargo shortage due to reasonable trade allowance or measurement allowance; however, if the shortage exceeds 0.5%, according to the SPC, the carrier shall bear the liability of compensation for all shortage, including the part of 0.5%. Now the SPC clarifies the common practice in the above trial practice through the Memo, it seems to indicate that if the carrier can adduce evidence to distinguish the loss caused by trade allowance (0.5%) and loss caused by the carrier respectively, even if the shortage exceeds 0.5%, the carrier can also enjoy exemption from liability for the loss caused by trade allowance (0.5%).

6. Rule of application for “unknown clause”

Art. 57 of the Memo clarifies the criteria for determining the validity of unknown clauses recorded on bills of lading. According to this provision, if the carrier attempts to exempt from liability on the basis of “unknown clause” recorded on the bill of lading, it shall prove that the “unknown clause” recorded on the bill of lading conforms to the provisions of Art.75 of the Maritime Code.

We believe that it is in line with the current legal practice, and the SPC only further clarifies such practice through the Memo. For example, the remarks of “Shipper’s Load and Count”, “Shipper’s Load Count and Seal”, “Said to Contain”, “Weight, Measure, Quality, Quantity, Condition, Contents and Value Unknown” are often recorded on bills of lading. If the consignee claims that the weight of the goods is inconsistent with that recorded on the bill of lading and lodges a claim when the carrier delivers the goods under the condition of the above remarks, the carrier needs to prove that “it has no appropriate method to verify the weight of the goods recorded on the bill of lading” at the time of loading onboard in accordance with Art. 75 of the Maritime Code, otherwise the carrier’s claim of exemption will be difficult to be upheld by court.

7. Carrier shall exercise due diligence to examine documents when delivering goods based on “To Order” bill of lading

Art.59 of the Memo provides that the carrier has the obligation to carefully examine the identity of the holder of the original bills of lading, and where the carrier has delivered the goods to the holder of the original bills of lading with discontinuous endorsement, it shall be liable for compensation to the claimant who has therefore suffered losses, except that “the carrier proves that the holder has legally obtained the original bills of lading rights by other means other than endorsement”.

This provision is a summary of the SPC’s trial thoughts for the previous cases, which clarifies that the carrier has examined the endorsement of the original bills of lading, and further clarifies the exception in which carrier does not have to bear liability for compensation, which if of important guiding significance for the trial of future cases. In the case (2019) ZMZ No.425 rendered by Zhejiang Higher People’s Court (judgment of this case was finally upheld by the SPC) in which we represented for our client, the court of the first instance held that the carrier shall be liable for compensation in the circumstance of delivery of goods to the holder of original bills of lading but without continuous endorsement, whilst the court of second instance, after ascertaining that although

the original bills of lading had not been endorsed continuously, the holder of the same had obtained the original bills of lading through legal means, and that taking delivery of goods by the holder of the original bills of lading was not contrary to the claimant's intention to deliver the bill of lading to the holder of the original bills of lading, the court determined that there was no causal relationship between the carrier's delivery of goods to the holder of the original bills of lading without continuous endorsement and the result of damage to the claimant, and therefore the carrier shall not be liable to the compensation.

It shall be noted that in this provision, it is clear that the carrier's exemption from liability is that the holder of the bills of lading "obtain the rights under the bills of lading" through other legal means, rather than "obtain the bill of lading". If the carrier can only prove that the holder of the bill of lading without continuous endorsement has legally acquired the bill of lading and fails to prove that the holder has "obtain the right under the bill of lading to take delivery of the goods, the carrier may still be liable for compensation.

8. Carrier's exercise of lien on goods

Art. 60 of the Memo provides "where 'freight prepaid' or a statement of a similar nature is specified on the bill of lading or the contract of carriage, and the carrier claims lien on the goods of the holder of the bills of lading according to Art. 87 of the Maritime Code on the grounds that the freight has not been paid, people's courts shall not support such claim, except that the holder of bills of lading is the shipper."

We are of the opinion that this provision is a clarification of the application of Art.87 of the Maritime Code. Pursuant to Art. 87 of the Maritime Code, the carrier may exercise lien on "its" (the debtor) goods if charges to be paid to the carrier have not been paid in full nor has appropriate security been given for this regard. The SPC makes it clear through the Memo that the so-called its goods refer to "goods of the debtor". In the case of freight prepaid, even if the holder of the bills of lading is the owner of the goods, the carrier has no right to lien the goods of the holder of bills of lading unless the holder is also the debtor. From the carrier's point of view, if bills of lading is issued according to charter party and the terms of the charter party can be effectively incorporated into the bill of lading, where there is an agreement in the charter party that the carrier has the right to refuse to discharge the goods if the freight has not been paid, the carrier may attempt to achieve the same effect according to such agreement as exercising the lien.

9. Bearing of expenses where nobody takes delivery of goods at discharging port

Art. 61 of the Memo is about how to claim compensation by the carrier when no one takes delivery of the goods at the discharging port. According to this provision, if the holder of the bills of lading do not take delivery the goods, the costs and risks resulting from no one takes delivery of goods shall be borne by the shipper.

Whether the carrier can claim against the holder of bill of lading for relevant charges of the discharging port when the holder of bill of lading does not exercise any bill of lading rights has

always been controversial in practice. From this article of the Memo, the SPC not only protected the interests of consignee, avoided the situation that the party who was involuntarily recorded as consignee on be bill of lading has to bear the cost of the discharging port, but also made reference to the provisions of Art. 43 of Rotterdam Rules, holding that only the consignee who demanded delivery of the goods should accept the goods within the time or time limit stipulated in the contract of carriage. Anyway, from the carrier's point of view, where no one takes delivery of goods after arrival at the discharging port, if carrier raises claim to the consignee recorded on the bill of lading for compensation, such claim will not be supported by courts.

10. Burden of proof for dispute over delivery of goods without bill of lading

Art. 62 of the Memo makes clear that in case of disputes over delivery of goods without bill of lading, the claimant shall prove "the claimant is the lawful holder of original bills of lading, the carrier fails to deliver goods on basis of original bills of lading, and the losses suffered as a result." If the carrier defends that the goods has not been delivered, it shall prove that the goods is still under its control.

From the expression of this provision, the SPC seems to hold that whether the carrier has delivered the goods or not shall be determined by whether it loses control over the goods: if the carrier can control the goods, the defense of non-delivery of goods is tenable; if the carrier has no control over the goods, the defense of non-delivery will be untenable. We feel that such seemingly clear provision may not be able to solve practical problems. For example, where carrier can still control the goods by controlling the issuance of Delivery Order (or by other means) in the circumstance that the goods had been stored in terminal warehouse consigned by the consignee, whether the carrier shall be deemed not to have lost control of the goods and therefore to be deemed as having not delivered the goods, seems to be a question worthy of further discussion. In short, what is "the goods are still under the control of the carrier" will definitely become an important focus of people's courts in hearing cases of delivery of goods without bills of lading.

11. Circumstance where the carrier can be exempted from liability for delivery of goods without bill of lading

Art.7 of the *Provisions of the SPC on Certain Issues Concerning the Application of Law to the Trial of Cases Involving Delivery of Goods without Original Bills of Lading* provides that if a carrier is obligated, according to the provisions of the laws of the place where the discharging port is located stated in the bill of lading, to deliver the goods to the local government authority, the carrier shall not bear the civil liability for delivery of goods without any original bill of lading. Art.63 of the Memo further clarifies that the carrier needs to prove that it has lost control of the goods by delivering them to the local government authorities in addition to proving that it must deliver them to the local government authorities in accordance with local laws.

We believe that provision of Art.63 and Art.62 of the Memo are unified, and they both consider whether the carrier has lost control over the goods as the criterion for determining whether the goods have been delivered. If the carrier loses control over the goods due to local law of the discharging port, the carrier shall not be liable for compensation. From Art.63 of the Memo, the SPC seems to

hold that the delivery the goods to the local government authority is not equivalent to the "delivery" in "carrier's delivery of goods without original bill of lading", and the latter shall be determined based on whether the carrier has lost control of the goods. Therefore, the test that "goods are still under the control of the carrier" is particularly important.

12. Starting point of time limit for dispute over delivery of goods without original bill of lading

Art. 64 of the Memo provides that "pursuant to Para.1 of Art.14 of the *Provisions of the SPC on Certain Issues Concerning the Application of Law to the Trial of Cases Involving Delivery of Goods without Original Bills of Lading*, where the holder of original bills of lading files an action on the ground that the carrier delivers goods without the original bill of lading, the time limit shall be one year commencing from the date when the carrier shall have delivered the goods to the holder of bill of lading, i.e. commencing from a reasonable date when the goods arrives at the discharging port and the conditions for delivery are satisfied"

In practice, there is no fixed number of days for the above-mentioned reasonable date, and courts usually decide on their discretion a reasonable period of time for delivery of goods, unless a party concerned can prove it.

13. Determination of standard for container demurrage

Art. 65 of the Memo provides that if the parties have agreed on the charging standard container demurrage, they shall follow such agreement; if there is no such agreement, where the carrier can adduce evidence to prove the standard published on the website of the container supplier or there is market standard published on the website of operator(s) for containers of same type in the same period and at the same place, such standard may be followed. Meanwhile in principle, the amount of compensation for container demurrage shall be determined on the basis of one time of the market price for a new container of the same kind, and may be fluctuated or adjusted appropriately according to specific circumstances of a case.

Whether the amount of container demurrage shall be limited depends on whether the container demurrage is a kind of punitive compensation or a kind of compensation for loss: if it is a kind of punitive compensation, the amount of compensation shall not be limited; if the compensation is a kind of compensation for loss, it shall be limited to the actual loss. According to Art. 65 of the Memo, the SPC tends to hold that the container demurrage is only kind of compensation for carrier's loss, and therefore determines that the compensation amount shall be determined on the basis of market price of a new container of the same kind, and can be adjusted or fluctuated by courts according to specific circumstances.

14. Port operator shall not claim for exemption or limitation of liability which enjoys by the carrier

Art. 67 of the Memo provides that port operator is not the carrier, actual carrier, servant or agent of the carrier and the actual carrier. Under the current legal provisions, port operator has no right to

invoke provisions of Art. 58 and Art. 61 of the Maritime Code to claim exemption or limit liability.

In practice, whether port operator shall be recognized as actual carrier and enjoy the right of exemption and limitation of liability of carrier has always been controversial. The above provision clearly denies the legal status of operator to act as carrier, actual carrier, servant or agent of the carrier and the actual carrier, so port operator has no right to claim exemption or limit liability according to provisions of Art.58 and Art. 61 of the Maritime Code.

15. "Network liability system" for operators under foreign-related multi-modal transport contract

Art. 68 of the Memo provides that where Chinese law is applicable in the case of disputes over foreign-related multimodal transport contracts, if the loss of or damage to goods occurs in a certain foreign section of transportation, the court shall, in accordance with provisions of Art. 105 of the Maritime Code, apply relevant laws and regulations of the specific country governing that specific section of the multimodal transport to determine the liability and the limitation thereof for the multimodal transport operator, but the Chinese law shall still be applicable for determination of the time limit.

The above provision is a further clarification for the rule established by the SPC in the case [(2018)ZGFMZ No.198] of disputes over international multimodal transport contract in which we represented for our client. In that case, the SPC holds that "Art. 105 of the Maritime Code adopts 'network liability system' for compensation by multimodal transport operator, and the main purpose is to make the compensation liability for multimodal transport operator consistent with compensation liability for carrier in each section as far as possible, and to avoid the payment of compensation for cargo damage by the multimode transport operator in addition to the amount of loss recoverable from the carrier in each section as far as possible, so as to promote the development of multimode transport." The SPC also holds that "since the 'network liability system' for multimodal transport operator provided for in Art.105 of the Maritime Code has its specific applicable matters (liability and limitation of liability), it is not appropriate to expand the interpretation of 'network liability system' to apply to the time limit in trial of case."

16. Application of law for claim of maritime lien in respect of property loss arising from contract of carriage of goods by sea

Art.76 of the Memo makes clear that "where carrier cause loss of or damage to goods during its performance of the contract of carriage of goods by sea, claims raised by the holder of rights to the goods carried against the carrying ship shall not be entitled to maritime liens. Where the goods on board are lost or damaged due to collision of ships and all colliding ships are at fault for such collision, the holder of rights to the goods carried may claim maritime lien against the other ship in accordance with Item 5 of Para.1 of Art.22 of the Maritime Code."

Item 5 of Para.1 of Art.22 of the Maritime Code provides "the following maritime claims shall be entitled to maritime liens…(5) Compensation claims for loss of or damage to property resulting from

tortious act in the course of the operation of the ship." From the literal meaning of this article, in the case that the carrier is also the owner of the ship, the claim of compensation for property loss brought by the holder of rights to the goods carried the ship may be caused by the tortious act of the carrier, so such claim falls within the scope of above-mentioned maritime lien. However, the SPC, through Art.76 of the Memo, clearly stipulates that claim of any nature brought by the holder of rights to the goods carried the ship against the ship shall not be entitled to maritime lien, which narrows the scope of application of the above provision of the Maritime Code to a certain extent.

17. The same limitation of liability shall apply to all ships involved in the same accident

Para.1 of Art.210 of the Maritime Code provides limitation of liability for maritime claims. Meanwhile, pursuant to Art.5 of the *Provisions of the Ministry of Transport Concerning Limitation of Liability for Maritime Claims for Ships with a Gross Tonnage not Exceeding 300 Tons and Those for Coastal Transport Services or for Other Coastal Operations*, limitation of liability for maritime claims for a ship with a gross tonnage exceeding 300 tons engaged in transport of goods between ports of China shall be calculated on the basis of 50% of the limitation specified in Para.1 of Art.210 of the Maritime Code. As the above provisions provide different limitation of liability, if a collision occurs between a ship engaged in international carriage and a ship engaged in transport of goods between Chinese ports, the calculation standards of the limitation of liability for such two ships are not consistent. In such context, Article 5 of the above-mentioned provisions of the Ministry of Communications further clarifies that "regarding the limitation of liability for maritime claims, the provisions of Art. 210 of the Maritime Code or Art.3 of these *Provisions* which apply to one of the ships in an accident shall also apply to the other ships in the same accident." However, this provision does not specify whether a ship engaged in transport of goods between Chinese ports needs to determine the limitation of liability for maritime claims in accordance with Art.210 of the Maritime Code when the ship engaged in international carriage does not apply for establishment of a limitation fund for maritime claims or claim for limitation of liability for maritime claims.

Under the above background, the SPC makes it clear through Art.79 of the Memo that no matter whether the ship (that is, the ship engaged in international carriage) to which the limitation of liability for maritime claims provided for in Art.210 of the Maritime Code is applicable applies for the establishment of a limitation fund for maritime claims or claims for limitation of liability for maritime claims, the ship engaged in transport of goods between Chinese ports need to determine the limitation of liability for maritime claims in accordance with Art.210 of the Maritime Code.

18. Rule of application for single liability limitation system

Art. 80 of the Memo provides that "Art. 215 of the Maritime Code concerning 'set-off first and then limit liability' is applicable to maritime claim of same type. Where there are claims for loss of life or personal injury and claims other than that for loss of life or personal injury, claims of different nature shall be set off and limited separately and respectively."

In cases of ship collision, generally there will always be claims for loss of life or personal injury and other claims. Parties to the collision always brought claims simultaneously against each other, and

they are also entitled to limitation of liability for maritime claims. Pursuant to Art. 215 of the Maritime Code, "where a person entitled to limitation of liability under the provisions of this Chapter has a counter-claim against the claimant arising out of the same occurrence, their respective claims shall be set off against each other and the provisions of this Chapter shall only apply to the balance, if any". However, Art.215 does not specify whether the claim for loss of life or personal injury suffered by one party can be offset by the claim other than that for loss of life or personal injury suffered by the other party. In such context, the SPC makes it clear that the claim for loss of life or personal injury and the claim other than that for loss of life or personal injury shall be offset and limited separately and respectively.

19. Title of ship pollution response organizations (SPRO) to sue in respect of clean-up cost

Art. 82 of the Memo provides that "after a pollution clean-up organization assigned by maritime administration authority finishes cleanup operation, where such pollution cleanup organization brought a civil lawsuit directly in respect of pollution cleanup cost against the party liable for the pollution, the people's court shall accept such lawsuit."

There have been different views in practice on whether the pollution cleanup organization can claim compensation after finishing the cleanup operation as assigned by the maritime administrative authority.

In such context, the SPC makes it clear through Art. 82 of the Memo that, even if the pollution cleanup organization (SPRO) completes the cleanup operation according to orders of maritime administrative authority, it has the right to bring a civil lawsuit directly against the party liable for pollution. This provision of the SPC is suspected of directly giving the pollution cleanup organization the right to claim without directly identifying the basic legal relationship for the right to claim. Considering a series of problems such as the different basic legal relationship on which the claim is based will directly affect the burden of proof of the pollution cleanup organization, whether Art.82 of the Memo can be better applied in practice still needs to wait for the test by time.

20. Suability of maritime traffic accident liability identification statement

It is controversial in practice as to whether the party concerned can bring an administrative lawsuit in respect of a maritime traffic accident liability identification statement issued by the maritime administrative authority. On May 20, 2019, the SPC held in one Reply that the party concerned can bring an administrative lawsuit against the local maritime safety administration.

After issuance of the above Reply, the problem of the suability of maritime traffic accident liability identification statement was temporarily resolved. However, after the newly revised Maritime Traffic Safety Law of PRC came into effect on September 1, 2021, as the Para.2 of Art.85 of such newly revised Law provides that the traffic accident liability identification statement rendered by maritime safety administrative could be served as evidence for dealing with maritime traffic accidents, the issue of the suability of maritime traffic accident liability identification statement became controversial again.

In such context, the SPC changed its opinion expressed in its Reply dated May 20, 2019, and made clear through Art. 89 of the Minute, which denied the right of parties concerned to bring an administrative lawsuit against the maritime safety administrative due to dissatisfaction with the result in the maritime traffic accident liability identification statement.

In other parts of the Memo, the SPC also set forth provisions on the recognition and enforcement of foreign court judgments, jurisdiction and other issues, which we will share with you in our next circular.

For any inquiry, please send your email to:

shanghai@haitonglawyer.com

kai.sun@haitonglawyer.com