



THE NATIONAL UNIVERSITY OF ADVANCED LEGAL STUDIES

KOCHI



NUALS INTERNATIONAL MARITIME LAW ARBITRATION COMPETITION

(NIMLAC)

2026

PROCEDURAL ORDER No.2
(CLARIFICATIONS & CORRECTIONS)

NUALS International Maritime Law Arbitration Competition (NIMLAC), 2026

CLARIFICATIONS

1. Annexure 5- The freight invoices mention the payment terms- 'ON DELIVERY', and there are different delivery dates for the 4 shipments. However, it is also mentioned that the 'DUE DATE' for payment is 15th January, which differs from the delivery date. Which is the actual date on which the payment is to be made to the carrier?

A. **No Clarification required.**

2. For the memorial perspective, can we rely on case laws, commentaries, conventions (the other internationally recognised maritime laws, acts, conventions, pre-H/V cases) other than the ones governed by the Hague-Visby Rules?

A. **Participant discretion advised.**

3. Has the carrier paid the sum of \$29,500 USD as demanded by the port authorities, and is it being claimed by the carrier as right to lien, in addition to the "unpaid freight charges"?

A. **No Clarification Required.**

4. Annexure 11- on which date did ABC Fashion refuse to accept the delivery of the goods, and at what time was the refusal communicated to the Consignee? As per our understanding, via email, the consignee informed the carrier about the refusal on 15th January, which is a day after the Emergency Arbitrator's order dated 14th January; however, on the application dated 13th January, the claimant submitted that the respondent INTENDS TO AUCTION OFF THE GOODS.

A. **No Clarification Required.**

5. What is the temperature in the original route? (before deviation)

A. **No Clarification Required.**

6. For the memorial perspective, can we rely on other arbitration acts, statutes, laws which are nationally and internationally recognised, and subsequently the cases governed by those other acts, or should we mandatorily stick to the SIAC Rules,2025?

A. **Participation discretion advised.**

7. What IMDG dangerous cargo was the SDID stowed in the vicinity of?
A. **No Clarification Required**

8. Background page 12- Last line of point 11 mentions “DIFFICULTIES OF ENFORCING SUCH AN ORDER IN THE COURTS OF MAMUA OLD HAMSTER”- what exact difficulties does this line refer to, on the part of the respondent? Nothing has been mentioned regarding the exact difficulties in the whole proposition?
A. **No Clarification Required.**

9. Were the operatives on board adequately trained to deal with fire emergencies of this nature and had any briefing with regards to SDID been given to them prior to the voyage?
A. **They are trained as per standard practices.**

10. Is it known whether any reference was definitively made or not made to the MSDS?
A. **No Clarification Required.**

11. Can any further information on the bananas' condition including tests conducted prior to issue of the B/L be provided?
A. **All relevant information is already provided.**

12. Are there any further details backing the averment that the SDID was not in good condition?
A. **All relevant information is already provided.**

13. Are the laws of Mamua Old Hamster pari materia with that of any existing state? Does the law incorporate the UNCITRAL model law (in particular its provisional on enforceability of interim measures)?
A. **No Clarification Required.**

14. Did Captain Khaali stay in touch with superiors at N&M while making all decisions with reference to alternative route, choice of port and the auction?
A. **No Clarification Required.**

15. Whether the full reverse side of each Bill of Lading (including any standard form wording printed there) is identical to Annexure 3, or whether any additional or different clauses appear on the reverse of the Bills of Lading issued in this voyage?

A. **Please refer to Para 2 of the background. Notwithstanding such variation in shipper identity, all Bills of Lading issued had the same Terms and Conditions (Annexure 3) attached to them with Thiyathi Containers Logistics and Freight Forwarders Pvt. Ltd.**

16. Are the participants to assume that the proceedings brought by the Port of Bae against the Carrier for USD 29,500 are (a) pending, (b) finally decided, or (c) irrelevant to the present arbitration, and are any res judicata or contribution/indemnity issues arising from that action in scope for the moot?

A. **It is to be considered as pending.**

17. The Facts and Annexure 2 refer to “M.V. Pragya on voyage 42069B” and to four separate Bills of Lading issued to different shippers under standard form Terms and Conditions, but do not specify whether the underlying contractual arrangement between NM Pvt. Ltd. and the cargo interests is a charterparty or a liner (regular service) carriage. For the purposes of the moot, could the organisers please clarify whether:

- a. M.V. Pragya was operating as a liner vessel under standard Bills of Lading only, with no relevant charterparty in place; or
- b. the voyage was subject to a charterparty (voyage, time or other), and if so, what type of charterparty is to be assumed and whether any charterparty terms are in issue for this arbitration?

A. **M.V. Pragya was operating as a liner vessel, and the contractual relationship between N&M Pvt. Ltd. and the cargo interests was governed by the Bills of Lading and their standard Terms and Conditions. No charterparty terms are in issue in this arbitration.**

18. In Annexure 11 emails, in email 2, was 4:51 AM timestamp was intended to be read as 4:51 PM; or the discrepancy is due to time zone differences between the Parties' respective offices.

A. **Yes, it is corrected as 4:51 PM.**

19. As an extending query to the previous query - Missing Correspondence

Furthermore, to ensure a complete record for the Virtual Hearing, the Parties note that two critical pieces of correspondence appear to be missing from the provided bundle:

The Initial Inquiry from ABC to Thiyathi: To which the 4:51 AM email (Email 2) refers as a "Reply." The Response from N&M to Thiyathi: Bridging the gap between Thiyathi's 11:45 AM inquiry and their subsequent update to third parties.

A. **Not relevant.**

20. The name of the consigner as well as the consignee in the all insurance claim seems is same. is that a technical error?

A. **Not an error.**

CORRECTIONS

1. In Page 4, Para 20, the Points of Claim, 67,047,750 Kinas is to be corrected as **6,704,775 Kinas.**
2. In Page 6, the Points of Claim dated as 4th March 2025 is corrected as **4th March 2026.**
3. In Annexure 7, the date of issue of cyclone warning in corrected to be **9th January 2026.**
4. In Page 8, Para 30, reference to Clause 17 is to be corrected as **Clause 16.**
5. In Page No. 9 & Annexure 14 (I) the date of submission of the Defence and Counterclaim is corrected to be as **8th March 2026.**
6. In Annexure 3, Terms & Conditions, the following corrections are made: -
 - i. Clause 19.1 is corrected as "Any claims and/or disputes relating to the general average shall be exclusively subject to the dispute resolution mechanism as set out in clause 22"
 - ii. Clause 13.2 is corrected as "...The liberties set out in clause 13.1 may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods..."
 - iii. Clause 14.1, all references to 15.1 are to be corrected as references to **14.1.**
 - iv. Clause 14.1 (a) & (b) reference to clause 14 is to be corrected as reference to clause **13.**
 - v. Clause 18.3, reference to clause 19(2) is to be corrected as reference to clause **18.2.**
 - vi. Clause 15.3, reference to clause 16.2 and 16.1 is corrected as reference to clause **15.2 and 15.1,** respectively.

7. In Annexure 2 (Bills of Lading), participants should identify each document by the **Bill of Lading number printed in red** within the 'Bill of Lading No. box at the bottom right of the page. The black number (eg: NM221000) appearing in the top-right header of all four documents should be disregarded.
8. In Page 45, Annexure 8, the date of 'The Philippines Times' newspaper report is corrected to be **10th January 2026**.
9. In Annexure 14, page 58, the submission of the Claimant and Respondent Memorandum is to be corrected as **10th March 2026**.
10. In Annexure 14, page 58, the date of issuance of Procedural Order No.1 is corrected to be **15th March 2026** instead of 15th February 2026.
11. References to clause 23 of the Terms and Conditions through the Case study is to be corrected as **clause 22 (Dispute Resolution Clause)** of the Terms and Conditions.