

INTERNATIONAL MARITIME LAW ARBITRATION MOOT

2023

MOOT PROBLEM

9 JANUARY 2023

Important information for IMLAM 2023 can be found at:
<https://www.swansea.ac.uk/law/imlam/>



Big Time Tankers Co Ltd

Post Box No. 2A,
51 Ocean Cove,
Monrovia, Liberia

BY REGISTERED POST AND EMAIL**YOUR REF**

TBA

OUR REF

JST/5004.001

DATE

21 October 2022

NOTICE OF ARBITRATION

1. This is the notice of arbitration by the Claimant, Easy Money Pte Ltd, to commence arbitration against the Respondent, Big Time Tankers Co Ltd, for all claims arising out of the misdelivery of cargo by the Respondent under a contract of carriage evidenced by the bills of lading number BT-SC0030 dated 10 October 2021 (the "**Bills of Lading**").
2. The Bills of Lading incorporate an arbitration clause which provides for "*English Law, Singapore arbitration as per SCMA Rules and three arbitrators*", a copy of which is annexed hereto.
3. The Claimant is represented by Rockets LLP, with contact details as follows:



Jay Sean Tate
Email: JST@rocketslaw.com
Telephone: +65 8800 0088
Address: 26 Rabbles Place, #03-03, Singapore, 987098
4. The Respondent's representative, as far as the Claimant is aware, is as follows:

O.G. Wenbanya
Email: OG@bttankers.com
Telephone: +30 9876 1235
Address: Post Box No. 2A, 51 Ocean Cove, Monrovia, Liberia
5. The Claimant proposes Mr Jin Lee Hai as its party nominated arbitrator for this arbitration. Mr Jin's contact details are as follows:

Email: JLH@arbitrator.me
Telephone: +65 6210 7655
Address: No. 9 Miniwell Road, Singapore
6. The Expedited Procedure in Rule 44 of the SCMA Rules is not intended to apply.

Solicitors for the Claimant
Rockets LLP

CODE NAME: "STRAITBILL" EDITION 1994

BILL OF LADING								
SHIPPER: Golden Dubs Sdn Bhd <i>6, Jalan Hang Jebat City Centre 50150 Kuala Lumpur, Malaysia</i>	REF NO: 20211010- 0004	B/L NO: BT-SC0030						
CONSIGNEE: To Order	Carrier: BUCKET DOMINANCE SDN BHD FIRST ORIGINAL BILL OF LADING							
NOTIFY PARTY: West Coast Agency Pte Ltd <i>1 West Coast Drive Singapore 128020</i>	VESSEL: MT "CLUTCH" (IMO No. 9001013)							
	PORT OF LOADING: Tanjung Pelapas, Malaysia							
	PORT OF DISCHARGE: Singapore, Premium Terminal							
Shipped at the Port of Loading in apparent good order and condition by GOLDEN DUBS SDN BHD on board the MT "CLUTCH" (IMO No. 9001013) a cargo of: BAY AREA FUEL OIL (BAFO)								
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and to be delivered (subject to under-mentioned conditions and exceptions) in like good order and condition at the Port of Discharge or as near thereto as she may safely get (always afloat) upon payment of freight.								
FREIGHT PAYABLE:	IN WITNESS WHEREOF the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, one of which being accomplished the others shall be void.							
	BILL OF LADING NO: THREE (3)							
	PLACE AND DATE OF ISSUE: TANJUNG PELAPAS, MALAYSIA; 10 OCTOBER 2021							
SIGNATURE								
 								

TERMS OF CARRIAGE

(1) ALL TERMS AND CONDITIONS, LIBERTIES AND EXCEPTIONS, DATED AS OVERLEAF, INCLUDING THE LAW AND ARBITRATION CLAUSE, ARE HEREWITH INCORPORATED.

(2) GENERAL PARAMOUNT CLAUSE:

This bill of lading shall have effect subject to the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading (1924), as amended by the Protocol to Amend the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading (1968) (the "**Hague-Visby Rules**"), or such other similar national legislation as may mandatorily apply by virtue of origin or destination of the bill of lading, (or if no such enactments are mandatorily applicable, the terms of the Hague-Visby Rules shall apply) which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the Hague-Visby Rules. If any term of this bill of lading be repugnant to said Hague-Visby Rules to any extent, such term shall be void to that extent, but no further.

(3) GENERAL AVERAGE:

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, In London, unless another place is agreed.

(4) NEW JASON CLAUSE:

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the goods, Shippers, Consignees or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, Consignees or owners of the goods to the Carrier before delivery.

(5) BOTH TO BLAME COLLISION CLAUSE:

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non- carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her Owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

ROCKETS LLP
26 Rabbles Place
#03-03
Singapore 987098

BY EMAIL ONLY

YOUR REF
JST/5004.001

OUR REF
JA/20022003.001

DATE
4 November 2022

RESPONSE TO NOTICE OF ARBITRATION

1. This is the Respondent's response to the Claimant's Notice of Arbitration dated 21 October 2022.
2. The Respondent does not accept the validity of this arbitration and intends to contest the jurisdiction of the Tribunal once constituted.
3. The Respondent does not have any contract with the Claimant whether on the basis of the Bills of Lading referred to in the Notice of Arbitration or otherwise, and is not a party to any arbitration agreement with the Claimant.
4. The Respondent's position is that Singapore law should apply.
5. The Respondent also reserves its defence on time bar.
6. The Respondent's representatives' contact details are:

Jeff Ankle

Wads Goode LLP
Email: Jeff.Ankle@wadsgoode.com
Telephone: +65 6996 9669
Address: 39 Foxtan Hill, Singapore, 456722
7. The Respondent proposes Mr Choo Kee Lat as the Respondent's nominated arbitrator. His contact information is:

Email: TKL@arbchambers.co
Telephone: +65 6720 9870
Address: 10 Jalan Paul Street, Singapore
8. We confirm that the Expedited Procedure does not apply.

Yours faithfully,



Wads Goode LLP

**IN THE MATTER OF AN ARBITRATION UNDER THE INTERNATIONAL ARBITRATION
ACT 1994**
**AND THE ARBITRATION RULES OF THE SINGAPORE CHAMBER OF MARITIME
ARBITRATION (4rd Ed, 2022)**

Between

EASY MONEY PTE LTD

...Claimant

And

BIG TIME TANKERS CO LTD

...Respondent

STATEMENT OF CLAIMANT'S CASE

1. The Claimant, Easy Money Pte Ltd, is a company registered and existing under the laws of Singapore. The Respondent, Big Time Tankers Co Ltd, a company incorporated in Liberia, are the registered owners of the vessel "CLUTCH" (the "**Vessel**").
2. By a set of bills of lading, bearing reference no. BT-SC0030 dated 10 October 2021 (the "Bills of Lading") [**TAB 1**], there was shipped onboard the Vessel a cargo of 65,227.113 metric tons of Bay Area Fuel Oil (the "**Cargo**"). The Cargo was loaded at Tanjung Pelapas, Malaysia, via a ship to ship transfer. Upon loading, the Respondent was at all material times the carrier in physical possession of the Cargo. The Claimant financed the purchase of the Cargo by Dame Trading Pte Ltd from Bucket Dominance Sdn Bhd pursuant to a letter of credit issued by the Claimant.
3. The Bills of Lading provide, inter alia, as follows:-

*"Shipped at the Port of Loading in apparent good order and condition by **GOLDEN DUBS SDN BHD** on board the **MT "CLUTCH" (IMO No. 9001013)** a cargo of:*

BAY AREA FUEL OIL (BAFO)**METRIC TONS****Gross: 65301.226 MT****Net: 65227.113 MT**

and to be delivered (subject to under-mentioned conditions and exceptions) in like good order and condition at the Port of Discharge or as near thereto as she may safely get (always afloat) upon payment of freight.

IN WITNESS WHEREOF the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, one of which being accomplished the others shall be void.”

4. The Bills of Lading were signed by one Rafiq Mohamed and affixed with the stamp “Clipps Services Sdn Bhd” (“**Clipps**”) and “As Agents Only”.
5. The Respondent is the contractual carrier under the Bills of Lading.
 - a. Insofar as the Bills of Lading state that the “carrier” is “Bucket Dominance Sdn Bhd” (“**Bucket Dominance**”), which to the best of the Claimant’s knowledge was the charterer of the Vessel at the material time and the seller of the Cargo to Dame Trading Pte Ltd, that is a mistake and/or infelicitous drafting which should yield to a sensible and business-like construction.
 - b. Clipps was the load port agent. Clipps had issued a letter to Bucket Dominance on 5 July 2022 stating that the name of Bucket Dominance Sdn Bhd was inserted as a mistake, and that Clipps had signed the Bills of Lading on the instruction of the Master of the Vessel [**TAB 2**].
 - c. Clipps had also produced a copy of a letter issued by the Master of the Vessel stating that Clipps was authorised to sign the Bills of Lading on the Master’s behalf [**TAB 3**].
 - d. In these circumstances, Clipps acted as the Respondent’s agent in signing the Bills of Lading and the Respondent is the contractual carrier under the Bills of Lading.

6. The Claimant was at all material times the person entitled to possession of and/or having other legal or equitable interests in and/or having rights of suit and/or possession in respect of the Cargo, and/or the party in favour and/or to the order of whom the Cargo was held in physical possession.
7. The Claimant has not parted with possession and/or delivered the Bills of Lading to third parties, and/or was at all material times the lawful holder of the Bills of Lading. In the premises, the Respondent was obliged to deliver the Cargo to the Claimant as demanded, on presentation of the Bills of Lading.
8. By reason of the foregoing, the Respondent was under a duty to the Claimant:-
 - a. to only deliver the Cargo to the Claimant upon the surrender or presentation of the Bills of Lading and/or to the order of the Claimant; and/or
 - b. not to deliver the Cargo to third parties without the instructions, consent and/or order of the Claimant.
9. By way of a letter dated 15 April 2022, the Claimant informed the Respondent that it was the lawful holder of the original Bills of Lading, demanded delivery of the Cargo from the Respondent, and sought confirmation from the Respondent that it was holding the Cargo and would deliver the cargo to the Claimant **[TAB 4]**.
10. In breach of the contract of carriage evidenced by the Bills of Lading, the Respondent:-
 - a. failed to deliver the Cargo to the Claimant as demanded; and
 - b. Without the consent, instruction, knowledge, or order of the Claimant, delivered the Cargo to third parties; and/or
 - c. Otherwise parted with possession of the Cargo.

11. As a result of the Respondent's breaches above, the Claimant suffered loss and/or damage in the sum of USD 15,312,857.59, representing the invoice value of the Cargo. Alternatively, the Claimant claims damages for the value of the Cargo.


AND THE CLAIMANT CLAIMS:-

- (1) The sum of USD 15,312,857.59, or alternatively, damages to be assessed, or further alternatively, delivery up of the Cargo;
- (2) Interest;
- (3) Costs; and
- (4) Such further or other relief as the Tribunal deems fit.

Dated this 30th day of November 2022

TAB 1

CODE NAME: "STRAITBILL" EDITION 1994

BILL OF LADING								
SHIPPER: Golden Dubs Sdn Bhd 6, Jalan Hang Jebat City Centre 50150 Kuala Lumpur, Malaysia	REF NO: 20211010- 0004	B/L NO: BT-SC0030						
	Carrier: <div style="text-align: center;">BUCKET DOMINANCE SDN BHD</div> <div style="text-align: center;">FIRST ORIGINAL BILL OF LADING</div>							
CONSIGNEE: To Order								
NOTIFY PARTY: West Coast Agency Pte Ltd 1 West Coast Drive Singapore 128020	VESSEL: MT "CLUTCH" (IMO No. 9001013)							
	PORT OF LOADING: Tanjung Pelapas, Malaysia							
	PORT OF DISCHARGE: Singapore, Premium Terminal							
Shipped at the Port of Loading in apparent good order and condition by GOLDEN DUBS SDN BHD on board the MT "CLUTCH" (IMO No. 9001013) a cargo of:								
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	BILL OF LADING NO: THREE (3)							
	PLACE AND DATE OF ISSUE: TANJUNG PELAPAS, MALAYSIA; 10 OCTOBER 2021							
SIGNATURE <div style="display: flex; align-items: center;"> <div style="margin-right: 20px;">  </div> <div style="border: 2px solid red; padding: 5px; transform: rotate(-2deg); color: red;"> As Agents Only </div> </div> <div style="margin-top: 20px; text-align: center;">  </div>								

TERMS OF CARRIAGE

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General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, In London, unless another place is agreed.

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(5) BOTH TO BLAME COLLISION CLAUSE:

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non- carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her Owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

TAB 2



CLIPPS SERVICES
MARINE CONSULTANTS AND AGENTS

14

11-11 Staples Building
9 Jalan Indah
Kuala Lumpur

Bucket Dominance Sdn Bhd

Jalan 241, Seksyen 51A
Petaling Jaya, Selangor
46100 Malaysia

Date: 5 July 2022

BILL OF LADING NO. BT-SC0030

Dear Sirs,

Reference is made to Vessel MT "CLUTCH" (IMO No. 9001013) and B/L No. BT-SC0030, which was signed by us as agents only.

As per your request in our conversation on 30 June 2022, we write to confirm that it is our understanding that there was a mistake in the name of the carrier in B/L No. BT-SC0030.

For this voyage, we received a letter from the Master of the Vessel dated 10 October 2021 authorising us to sign the B/L on his behalf. See attached.

Yours sincerely,

Paul Jorge

Paul Jorge
Director
Clippis Services Sdn Bhd



TAB 3

MASTER OF MT "CLUTCH" (IMO No. 9001013)

John Joseph II

10 October 2021

TO WHOM IT MAY CONCERN:

TANJONG PELAPAS, MALAYSIA

CARGO OF BAY AREA FUEL OIL

Dear Sirs,

This is to confirm that I, as the Master of MT "CLUTCH", authorise Clipps Services Sdn Bhd to be my agent and to sign bills of lading on my behalf.

Thank you.

Yours Sincerely,



JOHN JOSEPH II

MASTER OF MT "CLUTCH"

TAB 4

To: Big Time Tankers Co Ltd

Post Box No. 2A,
51 Ocean Cove,
Monrovia, Liberia
15 April 2022

RE: Bill of Lading No. BT-SC0030

Dear Sirs

We are the receivers and/or persons entitled to the possession of the cargo under the above-captioned Bill of Lading, copies of which are enclosed for your records, Please be Informed that we hold the original Bill of Lading and are ready to tender the same to you for your inspection. The original Bill of Lading will be surrendered to you when we take delivery of the cargo to which the said Bill of Lading relates to.

We hereby demand delivery of the 65227.113 MT of BAY AREA FUEL OIL (BAFO) (the "**Cargo**") shipped under the Bills of Lading. Please confirm urgently by return that you are presently holding the Cargo and that you will deliver the Cargo to us. Upon your confirmation, we will inform you the timing of our taking delivery from you. We are seeking your confirmation so that we may proceed to make arrangements for taking delivery.

We hereby put you on notice that you are not to discharge and/or delivery of the Cargo to any third parties and will hold you fully responsible for any such discharge and/or delivery. All our rights are fully reserved.

Yours faithfully,

A handwritten signature in black ink that reads "Easy Money". The signature is written in a cursive, flowing style.

Zachary Dee
Director
Easy Money Pte Ltd

**IN THE MATTER OF AN ARBITRATION UNDER THE INTERNATIONAL ARBITRATION
ACT 1994**
**AND THE ARBITRATION RULES OF THE SINGAPORE CHAMBER OF MARITIME
ARBITRATION (4rd Ed, 2022)**

Between

EASY MONEY PTE LTD

...Claimant

And

BIG TIME TANKERS CO LTD

...Respondent

STATEMENT OF RESPONDENT'S DEFENCE

1. This is the Statement of Respondent's Defence to the Claimant's claims set out in the Statement of Claimant's Case dated 30 November 2022. Unless otherwise specified, the Respondent adopts the definitions used in the Statement of Claimant's Case.

2. The Claimant's claims must be rejected for the following reasons:
 - a. the Respondent is not the contractual carrier under the Bills of Lading;

 - b. this Tribunal has no jurisdiction because there was no arbitration agreement between the Claimant and the Respondent;

 - c. the Claimant is not entitled to delivery of the Cargo or to claim damage for misdelivery;
and

 - d. the Claimant's claim is time barred.

I. **The Respondent is not the contractual carrier under the Bills of Lading**

3. Paragraphs 1 and 2 of the Statement of Claim are admitted.
4. Paragraph 3 is admitted to the extent that it reproduces one part of the wording of the Bills of Lading. The Respondent will rely on the full wording of the Bills of Lading as may be appropriate.
5. Paragraph 4 is admitted.
6. Paragraph 5 is denied. Clipps was not the Respondent's agent in signing the Bills of Lading. Instead, Clipps was acting as the agent of Bucket Dominance, the voyage charterers of the Vessel who were the contractual carrier under the Bills of Lading. A charterparty between the Respondent and Bucket Dominance is exhibited hereto at **[TAB A]**.
 - a. It is denied that the Master issued the letter of authorization. The Master does not recall issuing such a letter. See a copy of the email exchanges between the Respondent and the Master, who had already left the employment of the Respondent, at **[TAB B]**. Further or alternatively, even if the Master had authorised Clipps to sign the Bills of lading, the Master was acting as the agent of Bucket Dominance, the named carrier on the Bills of Lading.
 - b. It is further denied that the letter issued by Clipps to Bucket Dominance on 5 July 2022 is admissible for the purpose of determining whether the Respondent is a party to the contract evidenced by the Bills of Lading, as the letter was issued after the purported date of contract and was extraneous to the terms of the contract.
 - c. The Respondent did not appoint Clipps to act as its agent at the load port. It was Bucket Dominance which engaged and which paid Clipps.
 - d. There was no mistake on the face of the Bills of Lading. The Claimant has failed to

prove that there was a common mistake between the putative parties to the contract evidenced by the Bills of Lading.

7. In the premises, Bucket Dominance was the contractual carrier.

II. The Tribunal has no jurisdiction because there was no arbitration agreement between the Claimant and the Respondent.

8. There was no arbitration agreement between the Claimant and the Respondent.

9. The Bills of Lading, which is on an amended "STRAITBILL" form, did not incorporate any charterparty. See **[TAB C]** for a copy of the standard "STRAITBILL" form, which is commonly used in voyages between Malaysia and Singapore.

10. Even if the Bills of Lading did incorporate the charterparty between the Respondent and Bucket Dominance, that charterparty did not contain an arbitration clause.

a. The charterparty between the Respondent and Bucket Dominance is evidenced by a fixture recap contained in an email from the chartering brokers, Toby Brothers Brokers Pte Ltd, to the Respondent on 30 September 2021 (the "**Fixture Recap**") **[TAB A]**.

b. The Fixture Recap provides that "LAW/ARB AS PER MV BIG BEN RIDER" and "OTHERWISE AS PER MV BIG BEN WITH LOGICAL AMDTS".

c. The charterers wrote to the Respondent on 30 September 2021 to request a copy of the MV BIG BEN rider clauses. However, the Respondent was not familiar with MV BIG BEN (and had never heard of that vessel until the Fixture Recap was issued), and had never seen a copy of the rider clauses of the MV BIG BEN charterparty **[TAB D]**.

d. Instead, the brokers replied to the charterers' request with a set of terms labelled as "RIDER CLAUSES – MV BIG BEN" by way of an email dated 30 September 2021 **[TAB E]**. The Respondent was not copied into that email and never saw a copy of it

until after the commencement of this arbitration. A copy of the Respondent's emails with the brokers is exhibited at **[TAB F]**.

- e. As the brokers acted as the agent of Bucket Dominance, the failure by the brokers to send a copy of the MV BIG BEN rider clauses to the Respondent has the effect that the MV BIG BEN rider clauses were not incorporated in the Fixture Note. A copy of the Whatsapp exchanges between the Respondent's chartering manager and the brokers is exhibited hereto at **[TAB G]**.

11. This Tribunal therefore has no jurisdiction over the present dispute.

III. The Claimant is not entitled to delivery of the Cargo or to claim damage for misdelivery

12. Paragraphs 6 and 7 are denied. The Claimant was not the lawful holder of the bills of lading and/or was no longer entitled to delivery and/or possession of the Cargo. The Claimant knew and/or acquiesced in the delivery of the Cargo and/or is otherwise estopped from demanding delivery up and/or possession of the Cargo.

13. As far as the Respondent is aware, the original Bills of Lading came into the possession of the Claimant on or around 10 April 2022. By this time, the Cargo had already been discharged from the Vessel and had been delivered to Dame Trading Pte Ltd ("**Dame Trading**"), which as far as the Respondent is aware, was the purchaser of the Cargo from Bucket Dominance.

- a. On or around 12 October 2021, the Vessel arrived in Singapore port.
- b. By this time, the charterers had yet to pay freight.
- c. As the Vessel had a subsequent fixture, the Respondent exercised its lien over the Cargo under the Charterparty and gave instructions for the Vessel to discharge the Cargo on 16 October 2021 into shore tanks at Premium Terminal Singapore contracted for by the Respondent, with instruction to the tank operators to release the

Cargo against the production of the original Bills of Lading.

- d. On or around 5 November 2021, the charterers, Bucket Dominance, finally paid the freight and settled the demurrage and cost of the shore tanks with the Respondent. Bucket Dominance also issued a letter of indemnity for delivery without production of original Bills of Lading (the “**Discharge LOI**”) to the Respondent for releasing the Cargo to Dame Trading [TAB H].
 - e. On the same day (5 November 2021), Dame Trading took delivery of the Cargo from the shore tanks.
14. All of the above events took place prior to the Claimant coming into possession of the original Bills of Lading. The Claimant consented, either expressly or by acquiescence, to the delivery of the Cargo, and/or knew or ought to have known of the delivery of the Cargo and/or is otherwise estopped from and/or waived the right of demanding delivery up and/or possession of the Cargo.
- a. The berthing of the Vessel at Premium Terminal was recorded on AIS data (see [TAB I]), which is available on a publicly accessible database and/or available for purchase from the market.
 - b. The cargo operations at the storage tanks terminal at Premium Terminal were further recorded on port entries maintained by the Singapore Maritime and Port Authority [TAB J], which is available for purchase at a nominal price.
 - c. Dame Trading was a customer of the Claimant and the applicant of the letter of credit issued by the Claimant in favour of Bucket Dominance. One of the documents presented by Bucket Dominance to obtain payment under the letter of credit was a “Payment Letter of Indemnity” (“**Payment LOI**”) issued by Bucket Dominance. The Respondent has obtained a copy of the Payment LOI dated 10 October 2021 [TAB K]. The Payment LOI states, amongst others, that at the time the Payment LOI was issued, Bucket Dominance did not have the full set of the original Bills of Lading.
 - d. On 7 November 2021, the Claimant made payment to Bucket Dominance under the

letter of credit. Subsequently, on 10 April 2022, the Claimant received the full set of original bills of lading Bucket Dominance in discharge of Bucket Dominance's obligations under the Payment LOI. By making payment under the letter of credit to Bucket Dominance on the basis of the Payment LOI (and not the original Bills of Lading), the Claimant had consented to and/or acquiesced to the delivery of the Cargo to Dame Trading.

- e. The Claimant's standard financing terms available on its website stipulate that the Claimant is entitled to obtain information from its customer (in this case, Dame Trading) as to the whereabouts of the Bills of Lading and the Cargo (see extract at **[TAB L]**).
 - f. Further or in the alternative, the Claimant only approached the Respondent about 6 months after the date of loading for delivery of the Cargo, and only after news broke out about Dame Trading's likely insolvency, by which time the Claimant knew or ought to have known that the Cargo would have already been delivered.
 - g. Further or in the alternative, in circumstances including those set out above, the Claimant is estopped from and/or waived the right of demanding delivery up and/or possession of the Cargo.
15. In the circumstances, the Claimant is not entitled to the delivery of the Cargo or to claim damage for misdelivery.
16. Paragraph 8 is denied for the reasons given above.
17. Paragraph 9 is admitted only insofar as the Claimant did send a letter to the Respondent on 15 April 2022.

IV. The Claimant's claim is time barred.

18. The Hague-Visby Rules applies to the Bills of Lading in question compulsorily or alternatively by incorporation.

19. Delivery took place on 16 October 2021, when the Cargo was transferred into the shore tanks at Premium Terminal, stated to be the place of delivery on the Bills of Lading, as well as in the relevant sale contract. The sale contract between Bucket Dominance and Dame Trading is on DAP terms, naming “shore tanks Premium Terminal” as the place of delivery **[TAB M]**.
20. The Notice of Arbitration was issued by the Claimant on 21 October 2022, more than 1 year after the cargo has been delivered.
21. The Claimant’s claim is therefore time barred.

V. Conclusion

22. For the reasons given above, paragraphs 10 and 11 are denied. The Claimant’s claims should be dismissed in full, with costs against the Claimant.

Solicitors for the Respondent

Wads Goode LLP

23rd December 2022

A

From: Tobias G <tobias@tobybrothers.com>
Sent: 30 Sep, 2021 2:09:20 PM
To: Vivek S <vivek.shastri@bucketdominance.com>; Zai <zai.y@bucketdominance.com>
Cc: Raj Kumar <rajandran.kumar@bigtime.com>; James Le <james.le@bigtime.com>
Subject: MT CLUTCH - CLEAN FIXTURE RECAP

TO : BUCKET DOMINANCE SDN BHD
 ATTN : MR VIVEK SHASTRI
 CC : BIG TIME TANKERS CO LTD
 ATTN : MR JAMES LE

FROM : TOBY BROTHERS BROKERS PTE LTD.
 DATE : 30 September 2021

REF : M/T CLUTCH / BIG TIME - CP 30th SEP, 2021

=====

AS PER YOUR AUTHORITY, CHARTERERS HAVE LIFTED ALL THEIR SUBJECT THUS WE NOW HAVE A CLEAN FIXTURE WITH THE FOLLOWING TERMS AND CONDITIONS: -

=STRICTLY PRIVATE AND CONFIDENTIAL=

CHARTERERS : **BUCKET DOMINANCE SDN BHD**
 REGISTERED OWNERS : **BIG TIME TANKERS CO LTD**
 BROKERS: TOBY BROTHERS BROKERS PTE LTD.
 CHARTER PARTY : AS PER MV BIG BEN WITH LOGICAL AMDTS
 C/P DATE : 30TH SEPTEMBER, 2021

(A) DESCRIPTION AND POSITION OF VESSEL :

VESSEL : MT CLUTCH
 IMO NUMBER: : 9001013
 SDWT : 44,286.5 MT
 SDRAFT : 12.200 M
 LOA : 175.00 M
 BEAM : 27.33 M
 FLAG : LIBERIA
 BUILT : 28TH MAR, 2000
 CLASS : LR
 STOPPERS : 1 X 180.00 MT - TONGUE
 CHAIN SIZE : 74.00 MM
 CUBIC 98 PCT : 50,092.88 M3 (EX SLOPS)
 SLOP 98 PCT : 1,127.2 M3
 SEGREGATIONS : 6
 PUMPS : 12 X 600 CU. METRES/HOUR
 TPC : 53.20 MT
 BCM : 94.56 M
 KTM : 49.687 M
 IGS : YES
 COW : YES
 SBT/CBT : SBT
 VRS : YES
 DERRICKS : X MT
 CRANES : 1 X 12.00 MT
 COATED : PURE EPOXY , WHOLE TANKS
 HULL : DOUBLE HULL
 CALL SIGN : 5GQS6
 P AND I : WEST OF ENGLAND
 H+M VALUE : USD21,736,000
 LAST SIRE : 17RD OCT, 2022R
 LAST 3 CGOES : LSFO/FO/LSFO
 ITINERARY : ETD KUMAI OCTOBER 5 IF AGW
 FOR ONE VOYAGE ONLY,

- (B) LAYCAN : 8-9TH OCTOBER 2021 (0001-2359HRS)
 (C) LOADING PORT(S) : ONE(1) SAFE PORT TANJUNG PELAPAS, MALAYSIA
 (D) DISCHARGING PORT(S) : ONE(1) SAFE PORT SINGAPORE
 (E) CARGO : CHARTERERS' OPTION UP TO FULL CARGO. BAY AREA FUEL OIL.

VESSEL TO MAINTAIN LOADED TEMP BUT MAX 58 DC

MAX LOADING TEMP SHOULD NOT EXCEED 75 DC

IF CHRTRS REQUEST TO INCREASE CARGO TEMP FROM LOADED TEMP, ALL EXTRA TIME AND BUNKER COST SHOULD BE FOR CHARTERERS' ACCOUNT.

(F) FREIGHT : FREIGHT TO BE PAID WITHIN 2 BANKING DAYS AFTER THE COMPLETION OF LOADING AT THE LOADPORT. FREIGHT PREPAID BLS ONLY AFTER FREIGHT HAS BEEN PAID TO OWNERS ACCOUNT.

(G) FREIGHT PAYABLE: FREIGHT IS ALWAYS PAYABLE BBB BY T.T. TO OWNER'S DESIGNATED BANK. LUMPSUM USD 250,000/- BSS 1/1

(H) LAYTIME : 36 HOURS SHINC

(I) DEMURRAGE : USD 12,000/- PDPR

(J) COMMISSION OF TOTAL 2.50 PERCENT IS PAYABLE BY OWNERS TO :

1.25 PERCENT ADDRESS COMMISSION ON FREIGHT AND DEMURRAGE DEDUCTIBLE.

1.25 PERCENT BROKERAGE ON FREIGHT AND DEMURRAGE TO TOBY BROTHERS BROKERS PTE LTD

SPECIAL PROVISIONS

1. OWNRS RIGHT TO LIEN FOR FREIGHT AND DEMURRAGE, INCLUDING BY DISCHARGING AND HOLDING IN TANKS AT DISCHARGE PORT, AT CHARTERERS TIME, RISK, AND COST.
 2. THE VESSEL TO PERFORM 10.05 KNOTS AT LADEN LEG PASSAGE WEATHER AND SAFE NAVIGATION PERMITTING.

3. CHARTERERS NOMINATED COMPETITIVE AGENT AT LOAD PORT (CLIPPS SERVICES SDN BHD)/AT DISCHARGE PORT (TO BE NOTIFIED).

4. OWNERS ACCEPT CHARTERERS' NOMINATION OF FOLLOWING AGENT AT LOAD PORT

(CLIPPS SERVICES SDN BHD),

CLIPPS SERVICES SDN BHD

11-11 STAPLES BUILDING

9 JALAN INDAH

KUALA LUMPUR

Email: general@clippservices.com

Attn: Ms Germaine Blake

6. LAW/ARB AS PER MV BIG BEN RIDER.

7. YORK/ANTWERP RULES 1974 AS AMENDED 1994 TO APPLY.

8. BIMCO ISM STANDARD CLAUSE TO APPLY.

9. CHARTERERS HAS TO ISSUE L.O.I TO OWNER IN ORDER TO RELEASE THE CARGO TO CONSIGNEE WITHOUT ORIGINAL B/L IF NEEDED.

THIS FIXTURE RECAP SHALL BE APPROVED AND ACKNOWLEDGED AS CORRECT BY BOTH OWNERS AND CHARTERERS. NO FORMAL WRITTEN AND SIGNED CHARTERER PARTY WILL BE PRODUCED UNLESS SPECIFICALLY REQUESTED BY OWNERS AND/OR CHARTERERS.

CANCELLATION CLAUSE

IF OWNERS REASONABLY KNOW THAT THE VESSEL WILL NOT MEET HER CANCELLING DATE, OWNERS TO NOTIFY CHARTERERS OF VESSELS ETA (REASONABLE CERTAINTY) AND PROPOSE A NEW CANCELLING DATE. CHARTERERS SHALL HAVE THE OPTION TO CANCEL THE CHARTER WITHOUT ANY FURTHER LIABILITY TO EITHER PARTY WITHIN TWO(2)WORKING DAYS OF THE NOTICE OR TO EXTEND IN ACCORDANCE WITH OWNERS NEW PROPOSED CANCELLING DATE. IF CHARTERERS DO NOT CANCEL THE CHARTER WITHIN TWO(2)WORKING DAYS AFTER RECEIPT OF THE NOTICE, THE CHARTER PARTY IS MAINTAINED ON BASIS OF THE NEW CANCELLING DATE PROPOSED BY OWNERS.

OTHERWISE AS PER MV BIG BEN WITH LOGICAL AMDTS. COPY AVAILABLE ON REQUEST
FROM BROKERS.

END RECAP

MANY THANKS FOR YOUR SUPPORT!!
REGARDS/TOBIAS G
TOBY BROTHERS BROKERS PTE LTD.
TEL : +65-6232-0731
HP : +65-9446-6549
E-MAIL: tobias@tobybrothers.com
ICE : tobiasg
SKYPE : tobiasg

B

From: J Joseph II <John.Joseph.II@gmail.com>
Sent: Wednesday, 7 December 2022 2:18 pm
To: Raj Kumar <rajandran.kumar@bigtime.com>
Subject: RE: B/L Ref No. 20221210-0004

Dear Mr Raj,

Good day!

Ref our earlier telcon and earlier email. Please see as flw.

I hereby confirm that I do not recall signing the letter on behalf of Owners and/or was not authorised by Owners to sign the letter. At all material times, I was acting on the instructions of the Charterers and agents were acting as Charterers' agents and not on behalf of Owners. The agents were appointed by the Charterers as their agents at the local port..

Thanks and sorry for any inconvenience cause.

Also as I am now working for another co now I cant go arbitration and be witness.

Best regards,
Captain John

From: Raj Kumar <rajandran.kumar@bigtime.com>
Sent: Friday, 2 December 2022 8:05 am
To: J Joseph II <John.Joseph.II@gmail.com>
Subject: B/L Ref No. 20221210-0004

Dear Captain John,

Top Urgent!

Owrs recved a claim under BL above. BL was issued when you were Master of MT Clutch.

They are saying that you issued a letter of authorisation to load port agent authorising agent to sign on behalf.

As you know agents are appointed by chtrs. Owrs have no control over agents.

Can you confirm that agents are not owrs agents asap!!!

Raj

C

CODE NAME: "STRAITBILL" EDITION 1994

BILL OF LADING		
SHIPPER:	REF NO:	B/L NO:
CONSIGNEE:	FIRST ORIGINAL BILL OF LADING	
NOTIFY PARTY:	VESSEL:	
	PORT OF LOADING:	
	PORT OF DISCHARGE:	
FREIGHT PAYABLE AS PER CHARTERPARTY:	IN WITNESS WHEREOF the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, one of which being accomplished the others shall be void.	
	BILL OF LADING NO:	
	PLACE AND DATE OF ISSUE:	
SIGNATURE		

TERMS OF CARRIAGE (TO BE USED WITH CHARTERPARTIES)

(1) ALL TERMS AND CONDITIONS, LIBERTIES AND EXCEPTIONS OF THE CHARTERPARTY, DATED AS OVERLEAF, INCLUDING THE LAW AND ARBITRATION CLAUSE, ARE HEREWITH INCORPORATED.

(2) GENERAL PARAMOUNT CLAUSE:

This bill of lading shall have effect subject to the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading (1924), as amended by the Protocol to Amend the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading (1968) (the "**Hague-Visby Rules**"), or such other similar national legislation as may mandatorily apply by virtue of origin or destination of the bill of lading, (or if no such enactments are mandatorily applicable, the terms of the Hague-Visby Rules shall apply) which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the Hague-Visby Rules. If any term of this bill of lading be repugnant to said Hague-Visby Rules to any extent, such term shall be void to that extent, but no further.

(3) GENERAL AVERAGE:

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, In London, unless another place is agreed in the Charterparty.

(4) NEW JASON CLAUSE:

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the goods, Shippers, Consignees or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, Consignees or owners of the goods to the Carrier before delivery.

(5) BOTH TO BLAME COLLISION CLAUSE:

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non- carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her Owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

D

From: Raj Kumar <rajandran.kumar@bigtime.com>
Sent: Thursday, 30 September 2021 4:56 pm
To: Zai <zai.y@bucketdominance.com>
Subject: RE: MT CLUTCH CP – Clean fix and subs lifted

Dear Zaiyan,

Good Day! Good to be working with you. This is our first charter but certainly not going to be the last!

We do not have the MV Big Ben riders. Big Ben is not our ship. Please check with Toby Bros as they prepared the CP.

Thanks.

Raj

From: Zai <zai.y@bucketdominance.com>
Sent: Thursday, 30 September 2021 4:30 pm
To: Raj Kumar <rajandran.kumar@bigtime.com>
Subject: RE: MT CLUTCH CP – Clean fix and subs lifted

Dear Raj,

Good day!

Ref recap sent by Tobias. Pls send MV BIG BEN CP riders to us.

Brgds
Zaiyan

E

From: Tobias G <tobias@tobybrothers.com>
Sent: Friday, 1 October 2021 9:40 am
To: Zai <zai.y@bucketdominance.com>
Subject: RE: MT CLUTCH CP – rider clauses

Hi Zai Yan,

Thanks will let owners know.

Kind regards,
Tobias

As agents only

From: Zai <zai.y@bucketdominance.com>
Sent: Friday, 1 October 2021 9:30 am
To: Tobias G <tobias@tobybrothers.com>
Subject: RE: MT CLUTCH CP – rider clauses

Thanks Tobias. Cfirmed from our side.

Kind regards,
Zaiyan

From: Tobias G <tobias@tobybrothers.com>
Sent: Thursday, 30 September 2021 6:40 pm
To: Zai <zai.y@bucketdominance.com>
Subject: RE: MT CLUTCH CP – rider clauses

Dear Zaiyan,

See attached.

Kind regards,
Tobias

As agents only

From: Zai <zai.y@bucketdominance.com>
Sent: Thursday, 30 September 2021 5:30 pm
To: Tobias G <tobias@tobybrothers.com>
Subject: MT CLUTCH CP – rider clauses

Hi Tobias

Can you send us the riders to MT Clutch? Believe it refers to MV Big Ben.

Kind regards,
Zaiyan

RIDER CLAUSES – MV BIG BEN

To the extent that there is any inconsistency or contradiction between the provisions herein and the terms in ASBATANKVOY (as may be amended from time to time), the provisions in this RIDER CLAUSES shall prevail to the extent that there is an inconsistency or contradiction and no further.

1. Freight Payment

[N/A REFER TO MAIN TERMS]

2. Bills of Lading

- 2.1 Owners shall release original Bills of Lading at the load port to Charterers/Shippers immediately upon completion of loading, in which case the original Bills of Lading shall be marked "Freight payable as per Charter Party" if freight has not been paid.
- 2.2 Without prejudice to the foregoing, Charterers elect for Owners to issue and release non-negotiable copy Bills of Lading at the load port upon completion of loading. Owners shall release "Freight Prepaid" original Bills of Lading upon Charterers providing irrevocable evidence of freight to Owners nominated account.
- 2.3 Subject to Clause 12 below, Charterers may request Owners to discharge cargo against provision of letter of indemnity (the "**LOI**") without OBL. LOI to be as per Owners' P&I Club Format. Charterers' LOI will be deemed automatically cancelled and considered null and void after provision of the full set of OBL to Owners.

3. Low Flash Cargoes

No low flash point cargo is allowed onboard the Vessel at loading and discharging port(s) without Charterers' written consent and port authorities' approval. Approval from port authorities shall be obtained by Owners at Owners' risk, time and expenses.

4. Cargo Tanks Cleanliness

- 4.1 The Vessel's tanks, pumps, pipelines and heating coils shall always be cargo-worthy, clean and dry, including but not limited to being free of previous cargoes, foreign odors, loose scale, and rust.
- 4.2 Should the Vessel fail to pass the first tank inspection by surveyors appointed by Charterers and/or Shippers, the costs and time for the subsequent inspections shall be for Owners' account. In the meantime and pending a satisfactory re-inspection by surveyors appointed by Charterers and/or Shippers, any Notice of Readiness tendered prior to the satisfactory re-inspection shall be invalid and inoperative and laytime/demurrage shall not run. A fresh Notice of Readiness shall be re-tendered after all tanks are certified passed and accepted by the surveyors appointed by Charterers and/or Shippers. In the event that the Vessel fails to re-tender a valid Notice of Readiness, laytime/demurrage shall not run until the Vessel is berthed.

5. Stowage in Suitable Tanks

Cargoes shall be stowed in suitably coated tanks. Owners shall stow the cargoes in a discharge sequence which avoids risks of contamination. Owners shall discuss stowage plans with Charterers and Owners shall endeavour to meet Charterers' requirements and/or

considerations. Notwithstanding the foregoing, the ultimate responsibility for loading, stowage and discharging of the cargoes lies fully with Owners.

6. Cargo Hoses

The Vessel shall provide all cargo hoses onboard where available for loading and discharging operations. Owner will not be responsible for such usage of hoses. Charterers to hold owner harmless for the use of any cargo hoses onboard the vessel. Owners will advise the number, length, diameter and connection type of the Vessel's cargo hoses.

7. Agents

Charterers may in their option nominate agents at load port(s) and discharge port(s) provided that the port disbursements charged by the nominated agents are competitive. Owners agree to place agents in funds prior to the arrival of the Vessel and any delay to be on Owner's account.

8. Notice of Readiness / Commencement of Laytime

- 8.1 Laytime or, if the Vessel is on demurrage, demurrage shall commence, at each loading and each discharge port, upon the expiry of six (6) hours after a valid NOR has become effective, berth or no berth, or when the Vessel commences loading, or discharging, whichever first occurs. NOR shall not be tendered, nor shall the Vessel proceed to berth, prior to the commencement date, without Charterer's prior agreement in writing. Tender of a valid NOR by the Vessel shall only become effective if free pratique has been granted or is granted within six (6) hours of the Master tendering NOR. If free pratique is not granted within six (6) hours of the Master tendering NOR, through no fault of Owners, Agents, or those on board the Vessel, the Master shall issue a protest in writing to the port authority and the facility at the port, failing which laytime or, if the Vessel is on demurrage, demurrage shall only commence when free pratique has been granted.
- 8.2 Laytime or, if the Vessel is on demurrage, demurrage shall run until the cargo hoses have been finally disconnected upon completion of loading or discharging, and the Master shall procure that hose disconnection is effected promptly; provided always that if the Vessel is detained solely for the purposes of awaiting cargo documents at loadport for more than three (3) hours beyond the final disconnection of cargo hoses, laytime or if the Vessel is on demurrage, demurrage shall recommence after such period of three (3) hours and terminate upon the completion of cargo documentation. If, after completion of loading or discharging, the Vessel is required to proceed to an anchorage for Charterers' purposes, then the time spent moving from the berth to the anchorage shall not count as part of the period of three (3) hours referred to above or as laytime or, if the Vessel is on demurrage, as demurrage.

9. Laytime

- 9.1 Time shall not count against laytime or, if the Vessel is on demurrage, as demurrage, when spent or lost:
- (a) On an inward passage, including awaiting daylight, tide, opening of locks, pilot or tugs or moving from an anchorage, even if topping off and/or lightening has taken place at that anchorage, until the Vessel is securely moored and the Vessel's gangway, if it is to be used, is in place at the berth or other loading or discharge port as ordered by Charterers;

- (b) On an outbound passage to an In-port Transfer Position, which passage shall be deemed to commence upon the disconnection of cargo hoses and end upon the Vessel's arrival at such In-port Transfer position;
- (c) As a result of a labour dispute, or strike, involving tugs or pilots;
- (d) As a result, whether directly or indirectly, of breakdown, defect, deficiency or inefficiency of, or other cause attributable to, the Vessel, Master, officers, crew, Owners or their servants or agents;
- (e) As a result of a labour dispute, or strike, involving the Master, officers or crew of the Vessel;
- (f) In or in connection with, the handling of ballast unless this is carried out concurrently with loading or discharging of cargo such that no loss of time is involved;
- (g) In, or in connection with, the discharging of slops unless the discharging is carried out concurrently with loading or discharging of cargo such that no loss of time is involved;
- (h) In cleaning tanks, pumps and pipelines; and/or
- (i) any other causes and/or events whatsoever over which Charterers have no control.

10. Conoco Weather Clause

Delays in berthing for loading or discharging and any delays or interruptions after berthing which are due to weather conditions shall count as one half laytime or if on demurrage, at one half demurrage rate.

11. Lightering by Barge / Ship to Ship Transfer

Charterers may in their option require the Vessel to carry out loading, discharging and/or lightering operations by barges or ship to ship transfer. The operations shall be carried out under the supervision and responsibility of the Master. All time used for such operations shall be for Charterers' account.

12. Letter of Indemnity

12.1 Upon issuance by Charterers of a LOI in the standard form and wording of Owners' P&I Club (without the need for a bank guarantee or any other security), Owners shall forthwith:

- (a) release the entire cargo or part thereof without requiring the production of Original Bills of Lading; and/or
- (b) discharge the entire cargo or part thereof in accordance with Charterers' instructions into bonded storage tanks for subsequent release against the production of original Bills of Lading and/or
- (c) discharge the entire cargo or part thereof in accordance with Charterers' instructions into another vessel via ship to ship transfer.

- 12.2 Notwithstanding issuance of Charterers' LOI, Charterers will be obliged to provide Owners with the OBL and/or procure that the OBL is provided to Owners without undue delay. Owners/Owners' agents shall provide Charterers with written updates on the status of collection of original Bills of Lading weekly from the date of discharging.
- 12.3 Owners agree that Charterers' LOI and/or any other security provided by Charterers shall become null and void and deemed automatically cancelled upon the return of one OBL as issued by Owners is returned to Owners or their agents.

13. BIMCO Standard ISM Clause

- 13.1 From the date of coming into force of the International Safety Management (ISM) Code in relation to the Vessel and thereafter during the currency of this Charterparty, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.
- 13.2 Except as otherwise provided by the Charter Party, any losses, damages, expense and delays caused by the failure on the part of Owners or "the Company" to comply with the ISM Code shall be for Owners' account.

14. Documentation

- 14.1 Owners undertake that for the duration of this Charter the Vessel shall have on board all such valid documentation as may, from time to time, be required to enable the Vessel to enter, carry out all required operations at, and leave, without let or hindrance, all ports to which the Vessel may be directed under the terms of this Charter and Owners hereby expressly undertake that:-
- (a) They shall be responsible for any loss, damage, delay, cost or expense; and
- (b) Time shall not count as laytime, or, if the Vessel is on demurrage, as demurrage, during any period in which the Vessel is not fully and freely available to Charterers as a result of action, or the threat thereof, taken against her by any government, government organisation, competent authority, person or organisation, owing to her flag, failure to have on board valid documentation as aforesaid or any dispute relating to the wages, or crew employment policy of Owners or to the condition of the Vessel or her equipment
- 14.2 Owners also warrant as of the date of this fixture and for the duration of this Charter Party that:
- (c) The Vessel is fully entered with an International Group P&I Club for all cargo claims and maintains a valid H&M policy.
- (a) The Vessel is covered by the standard oil pollution insurance cover available from their P&I Club. At any time on or subsequent to the fixture date of this Charter Party, Owners, upon Charterers' request, shall forthwith furnish to Charterers or their representative proof satisfactory to Charterers of such insurance;

15. Substitution of the Vessel

Owners may elect to substitute the Vessel with another vessel subject to the other vessel being of similar description, specifications, characteristics, standard and condition with the Vessel and at no extra costs to Charterers. If Owner elect to substitute for chartered vessel, then substituted vessel to be nominated no later than five (5) days prior to the first day of laycan, same nomination is to be subject to Charterers' approval which will not be unreasonably withheld, within one (1) business day of said nomination.

16. BIMCO ISPS Clause for Voyage Charter Party – To Apply

17. Trading Restrictions Clause

Owners warrant and guarantee that Owners and the Vessel are not and (for the duration of this Charter Party) will not be blacklisted by any of the loading and discharging ports nominated in this Charter Party and that the Vessel is not and (for the duration of this Charter Party) will not be in any way directly or indirectly owned, controlled by or related to any Cuban, North Korean, Iraqi, Iranian or Yugoslav (Serbia and Montenegro) interests and, if the cargo are destined for or originate from the United States, the Vessel is not and (for the duration of this Charter Party) will not be in any way directly or indirectly owned, controlled by or related to any Libyan and Iranian interests.

18. General Average

General average, if any, shall be adjusted, stated and settled in London in accordance with York/Antwerp Rules 1994 and English law. In a general average situation, any additional freight or costs (including but not limited to transshipment expenses) whether incurred by Owners or Charterers or cargo interests to deliver the Charterer's cargo to the final destination (whether or not onboard the performing vessel in this Charter Party) shall be treated as general average expenses.

19. Law and Arbitration

English Law, Singapore arbitration as per SCMA Rules and three arbitrators.

20. Time Bar

Charterers shall be discharged and released from all liability arising from all claims whatsoever (including but not limited to claims for any sums due) which Owners may have under this Charter Party unless proceedings are brought within one year from the date the cause of action arose.

21. Waiver

There shall be no waiver by Charterers of any requirements, rights and/or breaches unless the said waiver is express, in writing and issued with the prior authorization from Charterers' legal counsel.

22. Confidentiality

All pre-fixture, fixture and post-fixture terms shall remain strictly private and confidential.

End Clauses

F

From: Tobias G <tobias@tobybrothers.com>
Sent: Friday, 2 December 2022 8:45 pm
To: Raj Kumar <rajandran.kumar@bigtime.com>
Subject: RE: FW: MT CLUTCH CP - fixture

Dear Raj,

Please find attached the copy confirmed by the charterers.

Kind regards,
Tobias

As agents only

From: Raj Kumar <rajandran.kumar@bigtime.com>
Sent: Friday, 2 December 2022 3:20 pm
To: Tobias G <tobias@tobybrothers.com>
Subject: RE: FW: MT CLUTCH CP - fixture

Dear Tobias,

Claims have been brought against the Owners under the above captioned MT CLUTCH CP.

CP refers to rider clauses of BIG BEN CP.

Reference to your email below on 1 October 2021. I don't think you attached the MV Big Ben riders. Owners have checked their records but don't seem to have a copy of the BIG BEN CP. I don't think you sent to us the BIG BEN CP when the MT CLUTCH CP was made.

Can you send us a copy please?

Owners' rights reserved.

Raj

From: Tobias G <tobias@tobybrothers.com>
Sent: Friday, 1 October 2021 9:47 am
To: Raj Kumar <rajandran.kumar@bigtime.com>
Subject: FW: MT CLUTCH CP - fixture

Good day Raj,

This is to confirm that the charterers have confirmed the MV Big Ben riders without amendment.

Kind regards,

Tobias

As agents only

G

Whatsapp Text Extracts

[26/08/19, 3:30:23 PM] Tobs (Toby Brothers): Messages and calls are end-to-end encrypted. No one outside of this chat, not even WhatsApp, can read or listen to them.

[28/09/21, 2:30:46 PM] ZY (Bucket Dominance): bro thanks for helping us last time! I got new biz for you. 60kt bay area fuel Msia to SG cross harbour. Got ships?

[28/09/21, 2:31:53 PM] Tobs (Toby Brothers): hey bro. Wah you so supportive, give me so many work this year already. Let me check. What dates.

[28/09/21, 2:32:28 PM] ZY (Bucket Dominance): loading early to mid oct. Think first job of 4Q hehe.

[28/09/21, 2:35:47 PM] Tobs (Toby Brothers): good good. More business means more bonus and can celebrate. okay I let you know.

[28/09/21, 4:22:27 PM] Tobs (Toby Brothers): bro check email. Fixed for them once or twice b4. But they are quite big.

H

To: Big Time Tankers Co Ltd

Post Box No. 2A,

51 Ocean Cove,

Monrovia, Liberia

The Owners of the **MT "CLUTCH" (IMO No. 9001013)**

Date: 5 November 2021

Dear Sirs,

Ship:	MT "CLUTCH" (IMO No. 9001013)
Voyage:	Tanjong Pelapas, Malaysia to Premium Terminal, Singapore
Cargo:	65227.113 MT of Bay Area Fuel Oil (BAFO)
Bill(s) of Lading:	BT-SC0030 dated 10 October 2021 issued at Tanjung Pelapas Malaysia

The above cargo was shipped on the above vessel by MT Clutch and consigned to "To Order" for delivery at the port of Premium Terminal, Singapore, but the Bills of Lading have not arrived and we, Bucket Dominance Sdn Bhd, hereby request you to give delivery of the said cargo to Dame Trading Pte Ltd without production of the original Bill(s) of Lading.

In consideration of your complying with our above request, we hereby agree as follows:

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expenses of whatsoever nature which you may sustain by reason of delivering the cargo in accordance with our request.
2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the delivery of the cargo as aforesaid to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the cargo as aforesaid, the ship or any other ship or property belonging to you should be arrested or detained or if the arrest or detention thereof should be threatened to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property and to indemnify you in respect of any liability, loss, damage or expenses caused by such arrest or detention or threatened arrest or detention whether or not such arrest or detention or threatened arrest or detention may be justified.
4. As soon as all original Bills of Lading for the above cargo shall have come into our possession to deliver the same to you, whereupon our liability hereunder shall cease.

5. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.

7. This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

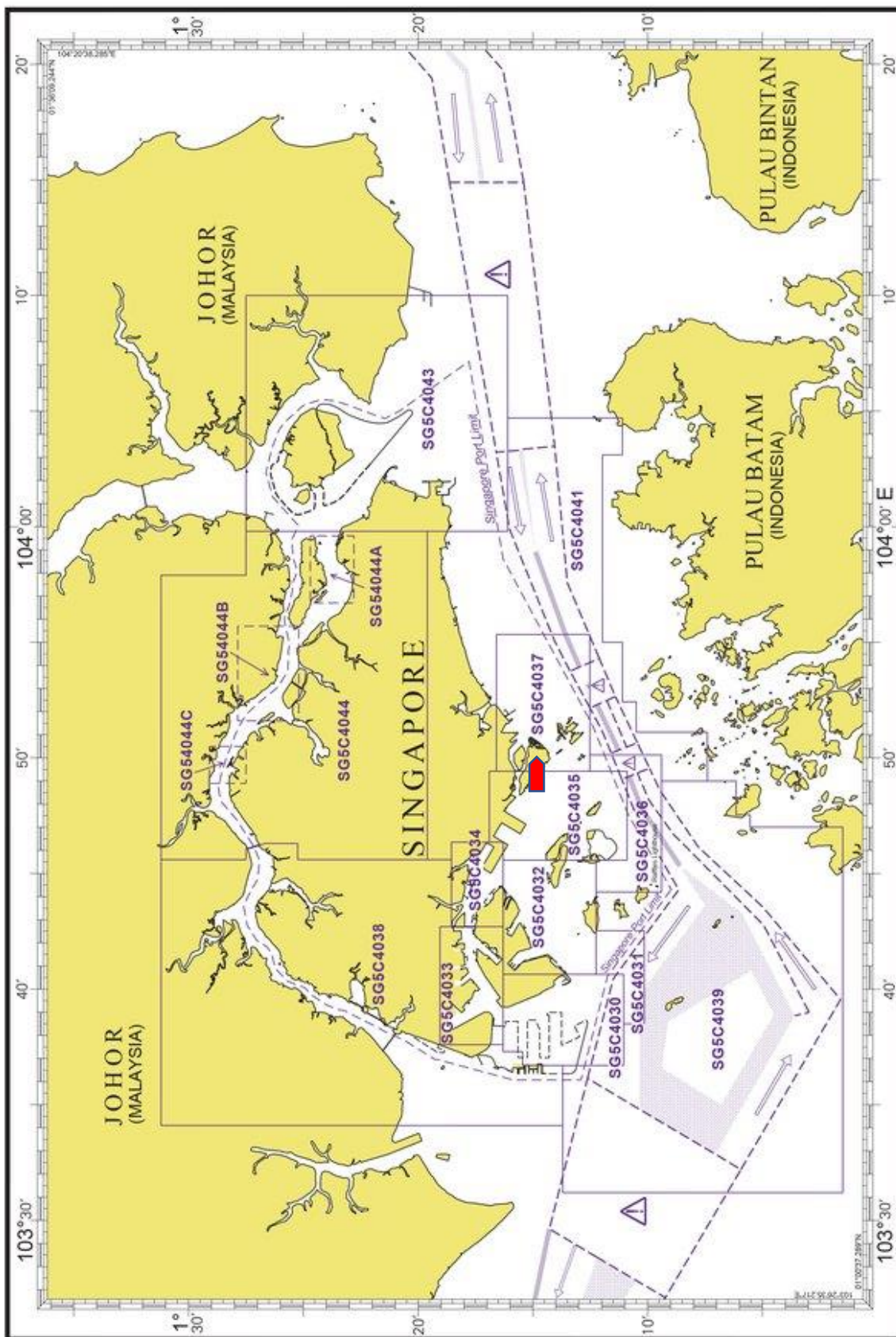
Yours faithfully,

Bucket Dominance

For and on behalf of
Bucket Dominance Sdn Bhd

I

Chart with Position of Vessel Superimposed



J

(EXTRACT FROM PORT ENTRY RECORDS)**VESSEL INFORMATION > VESSEL STATUS IN PORT**

Vessel Name	MT CLUTCH	Agent Name	CLIPPS SERVICES PTE LTD
Type	TANKER	Last Port	TANJUNG PELAPAS
Flag	LIBERIA	Next Port	KUMAI
Call Sign	5GQS6	Status	DEPARTED
ETA	12 October 2021 09:00 AM	ETD	18 October 2021 07:00 PM
Declared Arrival	12 October 2021 09:15 AM	Declared Departure	18 October 2021 08:30 PM
Reported Arrival	12 October 2021 09:15 AM	Reported Departure	18 October 2021 08:30 PM

PURPOSE	Cargo Operations	
	Taking Bunkers	

K

LETTER OF INDEMNITY

DATE: 10 OCT 2021

FROM: BUCKET DOMINANCE SDN BHD

TO: DAME TRADING PTE LTD
C/O EASY MONEY PTE LTD, SINGAPORE

WE REFER TO A CARGO OF 65227.113 MT OF BAY AREA FUEL OIL (BAFO) SHIPPED ON BOARD THE VESSEL MT CLUTCH PURSUANT TO BILLS OF LADING DATED 10 OCT 2021.

WE HAVE BEEN UNABLE TO PROVIDE YOU WITH THE ORIGINAL SHIPPING DOCUMENTS (INCLUDING 3/3 ORIGINAL BILLS OF LADING) COVERING SAID SALE.

IN CONSIDERATION OF YOU PAYING PURCHASE PRICE OF UNITED STATES DOLLAR FIFTEEN MILLION THREE HUNDRED TWELVE THOUSAND EIGHT HUNDRED FIFTY SEVEN DOLLARS AND FIFTY NINE CENTS (USD 15,312,857.59) WE HEREBY EXPRESSLY WARRANT THAT WE HAVE A MARKETABLE TITLE FREE AND CLEAR OF ANY LIEN OR ENCUMBRANCE TO SUCH MATERIAL AND THAT WE HAVE FULL RIGHT AND AUTHORITY TO TRANSFER SUCH TITLE AND EFFECT DELIVERY OF SUCH MATERIAL TO YOU.

WE FURTHER AGREE TO DO OUR UTMOST EFFORTS TO LOCATE AND SURRENDER TO YOU AS SOON AS POSSIBLE THE ORIGINAL SHIPPING DOCUMENTS, AND TO PROTECT, INDEMNIFY AND SAVE YOU HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, COSTS AND COUNSEL FEES WHICH YOU SUFFER BY REASON OF BREACH OF THE WARRANTIES GIVEN ABOVE OR BY REASON OF THE ORIGINAL BILLS OF LADING REMAINING OUTSTANDING, INCLUDING, BUT NOT LIMITED TO ANY CLAIMS AND DEMANDS WHICH MAY BE MADE BY A HOLDER OR TRANSFEREE OF THE ORIGINAL SHIPPING DOCUMENTS OR BY ANY OTHER THIRD PARTY CLAIMING AN INTEREST IN OR LIEN ON THE CARGO OR PROCEEDS THEREOF.

THIS LETTER OF INDEMNITY SHALL EXPIRE UPON TENDERING TO YOU THE AFOREMENTIONED (3/3 ORIGINAL BILLS OF LADING) AND OTHER SHIPPING DOCUMENTS. THIS LETTER OF INDEMNITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH ENGLISH LAW, SHALL BE SUBJECT TO EXCLUSIVE JURISDICTION OF ENGLISH COURTS.

Yours faithfully,

BucketDominance

For and on behalf of
Bucket Dominance Sdn Bhd

L

L/C Application Terms & Conditions
(Extracts – Downloadable from <https://www.easymoney.com/loc-issuance/terms>)

In consideration of you, Easy Money Pte Ltd (“the **Bank**”), whether acting through your head office or your overseas branches or subsidiaries, issuing a documentary credit (“**the Credit**”) for our account and/or at our application, we agree to the following terms and conditions:-

1. We authorise you to accept, prepay and/or pay on our account against all documents presented under this Credit, whenever in your sole discretion you consider the documents tendered under the Credit to be regular on their face.

[...]

7. Without prejudice to any security that the Bank may have under the relevant terms and/or general law, we agree to and hereby pledge to you as security for the payment obligations and/or liabilities arising under or in connection with the Credit as well as any other actual or contingent liabilities that may be owing by us to you, any and all documents received by you or your correspondents under the Credit (hereafter, “**the received documents**”) and the goods shipped under, pursuant to or in connection with the Credit (hereafter, “**the underlying goods**”). We irrevocably acknowledge that you shall have the right of possession over the underlying goods and the received documents and/or that the goods have been duly attorned to you, and we further undertake to provide any information that is relevant to the received documents and/or the underlying goods to you as may be requested by you from time to time.
8. To indemnify you against all actions, proceedings, claims, liabilities, damages, payments, costs, expenses and/or whatever losses which you may suffer and/or incur arising out of or in relation to the Credit.

.....

23. We hereby agree to procure and provide you with all necessary documents and/or information on the whereabouts of the underlying goods and the usual documents relating to the goods (whether already received by us or not).

M

ORDER CONFIRMATION

ORDER REF.: GB-DT – 2021/05

DATE: 18 Aug 2021

WE BUYER DAME TRADING PTE LTD HEREBY CONFIRM THE PURCHASE OF 65KT +/- 5% BAY AREA FUEL OIL (BAFO) FROM THE SELLER BUCKET DOMINANCE SDN BHD AS PER THE FOLLOWING DEAL RECAP, AND WE WILL FULFILL RELEVANT OBLIGATIONS ACCORDINGLY AS PER SALES CONTRACT. ANY LOSS/COST RELATED TO THE FAILURE OF OBLIGATIONS FULFILLMENT WILL BE FOR OUR ACCOUNT.

OTHERS SHALL BE SUBJECT TO THE SELLER'S SALES/PURCHASE CONTRACT, AND THE FINAL SALES/PURCHASE CONTRACT SHALL PREVAIL.

RECAP:

Buyer: DAME TRADING PTE LTD

Seller: BUCKET DOMINANCE SDN BHD

Product: BAY AREA FUEL OIL (BAFO)

Quality as per guaranteed spec below

Quantity 65kt +/- 5% SO

Delivery: DAP shore tanks Premium Terminal, Singapore

Date range consistent with loading during 1 - 15 October 2021 from Tanjung Pelapas Malaysia.

Seller to narrow 7-days date range by 24 September, Seller to narrow 5-day date range 10 days prior to the first day of 5-day date range, Seller to narrow 3-day date range 5 days prior to first day of 3-day date range

Q&Q Quality as per loadport basis tank composite

Quantity as per vessel figure at disport adjusted to VEF

Price: 234.76 USD/mt

Laytime 24 + 6hrs SHINC

Demurrage as per actual charter party rate pdpr

Credit LC issued by 1st class international bank acceptable to Seller in Seller approved format. LC to be raised 5 days prior to vessel loading.

Documents:

1) OBL, or if not available, copy BL and LOI on wording acceptable to buyer's bank

2) commercial invoice

3) Certificate of Quality and Quantity

Payment 30CABL (BL=1)

Law & arb English Law & English Arbitration

Inspection 50/50 by buyer & seller at disport

GTC: INCOTERMS 2020

**IN THE MATTER OF AN ARBITRATION UNDER THE INTERNATIONAL ARBITRATION
ACT 1994**
**AND THE ARBITRATION RULES OF THE SINGAPORE CHAMBER OF MARITIME
ARBITRATION (4rd Ed, 2022)**

Between

EASY MONEY PTE LTD

...Claimant

And

BIG TIME TANKERS CO LTD

...Respondent

STATEMENT OF CLAIMANT'S REPLY

1. This is the Statement of Claimant's Reply to the Statement of Respondent's Defence filed on behalf of the Respondent on 23rd December 2022. Unless specifically admitted to below, the Claimant denies every allegation made in the Respondent's Defence.

The Respondent is the contractual carrier under the Bills of Lading

2. Paragraphs 6 and 7 are denied. In particular, the Respondent was the party who paid the commission of Clippis. Clippis acted as the Respondent's agent.

The Tribunal has jurisdiction

3. Paragraph 8 is denied.
4. Paragraph 9 is admitted only to the extent that the Bills of Lading is on an amended "STRAITBILL" form which is commonly used in voyages between Malaysia and Singapore.

5. As to paragraph 10:
 - a. 10(a) is admitted except that the Charterparty also incorporated the MV BIG BEN rider clauses, in addition to the Fixture Recap.
 - b. 10(b) is admitted. The Fixture Recap also provided that "COPY AVAILABLE ON REQUEST FROM BROKERS".
 - c. 10(c) and 10(d) are not admitted as these are not within the Claimant's knowledge.
 - d. 10(e) is denied. The brokers acted as the agent for the Respondent.

The claimant is entitled to delivery of the Cargo

6. Paragraph 13's main paragraph is admitted. As to the sub-paragraphs:
 - a. 13(a) is admitted.
 - b. 13(b) – (e) are not admitted, as these were not within the Claimant's knowledge. It is specifically denied that the Claimant had any knowledge of the discharge of the Cargo or the delivery of the Cargo to Dame Trading.
7. Paragraph 14's main paragraph is denied. As to the sub-paragraphs:
 - a. 14(a) – 14(b) are denied. It is specifically denied that the Claimant knew or had access to the AIS data or the MPA port entry records. The Claimant is in the business of financing and not in the business of trading. The Claimant is not aware of the means of access of such data and information.
 - b. 14(c) is admitted. The Claimant however did not request any information about the Cargo or the Bills of Lading at the material time. The Claimant had no reason to suspect that Cargo would have been delivered without the production of the original Bills of Lading. The Claimant relied on the security of the original Bills of Lading.
 - c. 14(d) is admitted insofar as the letter of indemnity was delivered by Bucket Dominance to the Claimant in exchange for payment, which is a permitted payment

document under the letter of credit. The letter of credit required the presentation of (i) the commercial invoice, (ii) certificates of quality and quantity; and (iii) a letter of indemnity in lieu of original bills of lading. The Claimant was therefore obliged to make payment under the letter of credit. The Claimant's payment was therefore not any indication that the Claimant had consented to the delivery of the Cargo to Dame Trading.

- d. 14(e) and (f) are denied.

The Claim is not time barred

8. Paragraph 18 is admitted only to the extent that the Hague-Visby Rules apply to the Bills of Lading in question up to the time of discharge. Therefore, as the misdelivery took place after discharge, the time bar in the Hague-Visby Rules did not apply.
9. Paragraph 19 is denied. Delivery took place on 5 November 2021 when Dame Trading received the Cargo. The terms of the sale contract are irrelevant.
10. Save that the Notice of Arbitration was issued by the Claimant on 21 October 2022, paragraphs 20 and 21 are denied. For reasons given above, the claim is not time barred.

Dated this 30th day of December 2022