

Procedural Order No. 1

This procedural order contains answers to requests for clarifications.

Where questions have not been answered, it should be assumed either that they are not relevant, the answer is apparent on the facts already provided, the omission is deliberate, or that the resolution of the issue is a matter for the parties to determine by reference to the law and by drawing suitable inferences.

Parties should also note that minor typographical errors and mix ups occur in any business context. If the error is apparent then no clarification is provided.

Parties should also note that the Rules state that "Teams are not to introduce additional facts or evidence into the moot unless they are a logical and necessary extension of the given facts."

The Tribunal makes the following Procedural Orders after having considered the Parties' joint communication to the Tribunal:

1. It is common ground between the Parties that:
 - a. The sum of USD 15,312,857.59 claimed by the Claimant in prayer (1) of the Statement of Claim ("SOC") is based on the invoice amount of the cargo. There were other miscellaneous charges which are included in the invoice amount, on top of the price of the cargo which was USD 15,312,717.05. The Claimant paid USD 15,312,857.59 under its letter of credit as per the invoice amount.
 - b. The Respondent does not plead that freight remains unpaid.
 - c. The parties have no information on the whereabouts of the original bills of lading forming the basis of this arbitration prior to the Claimant coming into the possession of these original bills of lading, other than what has already been pleaded.
 - d. No issue arises on the endorsement (or lack thereof) of the original bills of lading to the Claimant.
 - e. There is no dispute as to the authenticity of any of the documents disclosed in this arbitration.
 - f. The Asbatankvoy form referred to in the Big Ben Rider Clauses is as per the copy exhibited to this Procedural Order, without prejudice to the parties' respective case on whether the Big Ben Rider Clauses had been incorporated into the charterparty in dispute.
2. Leave is granted to the Respondent to amend paragraph 3 of its Defence as follows:

"Save as otherwise denied, paragraphs 1 and 2 of the Statement of Claim are admitted."
3. Leave is granted to the Respondent to amend the last sentence of paragraph 10(e) of the Defence as follows:

"A copy of the Whatsapp exchanges between ~~the Respondent's~~ Bucket Dominance's chartering manager and the brokers is exhibited hereto at [TAB G]."

4. Leave is granted to the Respondent to amend the second sentence of paragraph 14(d) of its Defence as follows:-

"Subsequently on 10th April 2022, the Claimant received the full set of original Bills of Lading from Bucket Dominance in discharge of Bucket Dominance's obligations under the Payment LOI"

Date: 20 February 2023

Signed by the Tribunal