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Maritime law and disputes

Why the English courts and London arbitration hear so many cases, which issues end up in dispute, what ten leading cases decided, and the Turkish view: the Commercial Code, courts, ship arrest and enforcement

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SHORT ANSWER

Shipping disputes are mostly resolved in London, because standard charter forms and many bills of lading choose English law and London arbitration. Jurisdiction comes from the contract, not from an international rule. London's maritime arbitrators (LMAA) received 3,469 appointments and made 563 awards in 2025. Hire, speed and consumption, freight and demurrage, and safe port issues feature prominently in London arbitration; cargo damage and general average are also frequent sources of dispute. In Türkiye these cases go to the commercial courts, and in Istanbul and İzmir to specialist maritime courts; a London award is enforced in Türkiye under the New York Convention.

A short note first

This page is for information only and is not legal advice. In a real dispute the time limits are short and the outcome turns on the full wording of the contract; take advice from a shipping lawyer.

What is maritime law, and what does this page cover?

"Maritime law" is used for two different fields. **Public maritime law** governs what states may do at sea: territorial waters, flag states, ship safety and environmental conventions. **Shipping law** deals with the private relationships around ships, cargo and money: contracts of carriage, charterparties, general average, salvage, collision, ship sale and marine insurance.

This page covers the second field and the disputes it produces: where a dispute is heard, which issues most often end up in court or arbitration, what the English courts have decided, and what to watch for when you trade from Türkiye. A summary of public-law conventions such as IMO, SOLAS and MARPOL is in the International maritime conventions: the IMO framework section.

Why do the English courts hear so many cases?

The industry saying is that "shipping disputes go to London". That is largely true, but the reason is not an international rule. It is the **contract**. The English courts or London arbitrators have jurisdiction because the parties wrote it into their contract. If the contract names another place, or says nothing, the answer changes.

- **Charterparties.** Most standard forms contain a law and arbitration clause. BIMCO's Law and Arbitration Clause 2020, adopted on 21 September 2020, comes in four versions: London, New York, Singapore and Hong Kong. The London version means "English law, London arbitration".
- **Bills of lading.** The terms on the back of a bill of lading state which law applies and which court has jurisdiction. The choice varies from carrier to carrier. Bills issued under a charterparty can bring the charter's terms, including its arbitration clause, into the bill.
- **The courts.** In London two specialist courts of the High Court hear shipping cases. The Admiralty Court deals with claims tied to the ship itself, such as collision, salvage and the arrest of ships. The Commercial Court hears charterparty, bill of lading and insurance disputes and deals with challenges to arbitration awards.
- **From arbitration to court.** Unless the parties have excluded it, the Arbitration Act 1996 allows an appeal against an award on a point of law, with the agreement of the other parties or the permission of the court (section 69). Several of the leading cases below reached the courts from arbitration by this or similar routes.

The 2025 change. The Arbitration Act 2025 received Royal Assent on 24 February 2025 and came into force on 1 August 2025. Its most important new rule: if the parties have not expressly chosen the law of the arbitration agreement, the agreement is governed by the law of the seat. Choosing a law for the main contract does not count as that express choice on its own. So a contract governed by Turkish law with "arbitration in London" now has, as a rule, an arbitration clause governed by English law. The rule applies to arbitrations commenced on or after 1 August 2025, whenever the arbitration agreement was made.

London arbitration and the LMAA in numbers

Most shipping disputes are resolved by arbitration, not in court. The **LMAA** (London Maritime Arbitrators Association), the professional body of London's maritime arbitrators, was founded in 1960. It does not administer cases like an arbitration centre; its members are appointed as arbitrators in references run under the LMAA Terms.

Indicator	2023	2024	2025
Arbitrator appointments	3,268	3,006	3,469
New references (estimated)	1,845	1,733	2,015
Awards made	436	478	563

Source: LMAA annual statistics and the "Maritime Arbitration in Numbers 2026" report. Of the 563 awards in 2025, 83 followed an oral hearing; the rest were decided on documents alone. On its statistics page the LMAA notes that its figures rely on members' returns and understate the true totals.

- **Most cases never reach an award.** According to the averages the LMAA has kept since 1983 (2021 presentation), 70–75% of new cases settle while the arbitration is under way.
- **London is far ahead.** The same presentation counts 1,775 new maritime arbitrations in London in 2020, against 246 in New York (SMA), 82 in Singapore and 59 in Hong Kong. The same 2026 report identifies Singapore as London's leading Asian alternative.
- **The most common issues.** Bruce Harris, LMAA president at the time, said that of the 2020 awards he had been involved in, 36% concerned hire, 21% speed and consumption, and 21% freight and demurrage. That is one arbitrator's split, not London as a whole, but it shows where the caseload concentrates.

Typical disputes: what ends up in court?

The table groups disputes by type of contract. The last column points to the relevant leading case below and the guide page that explains the subject.

Dispute	Between whom?	Typical question	Case and guide
Cargo loss and damage	Cargo interests, their insurers and the carrier	Did the damage happen in the carrier's custody? Can the carrier prove it took proper care? What is the liability limit?	Coffee case (2018); Carrier liability and cargo insurance
Seaworthiness	Carrier and cargo interests	Was the ship fit in every respect when she sailed: hull, machinery, crew, documents, passage plan?	Passage plan case (2021)
Hire and off-hire	Owner and time charterer	Hire was paid late: can the owner withdraw the ship? Does hire run during a breakdown? Did the ship meet the warranted speed and consumption?	Hire payment case (2016)
Vessel demurrage and laytime	Owner and voyage charterer	When did time start? Which waiting time does not count? Can damages be claimed on top of demurrage?	Eternal Bliss; Chartering, laytime and vessel demurrage
Container demurrage	Container line and shipper or consignee	If the containers cannot be returned, does demurrage run for ever?	Container demurrage case (2016); Demurrage, detention and storage
Safe port	Owner and charterer	Is the charterer who ordered the ship to the port where she was lost liable for the loss?	Ocean Victory
Late redelivery and repudiation	Owner and charterer	The ship came back late, or the charter ended early: for which period and which losses are damages assessed?	The Achilleas; The Golden Victory
General average	Owner and cargo interests	Must cargo contribute to salvage costs or a ransom? What if the owner's fault caused the casualty?	Passage plan case (2021); The Polar; General average
Delivery without the bill	Carrier, bill of lading holder and receiver	The cargo was released to the wrong person without the original bill: who is liable to whom? Whom does the LOI protect?	Delivery without the original bill of lading: LOIs and bank guarantees
Sanctions and force majeure	The contracting parties	Do sanctions prevent payment or the voyage? Must a party accept a solution that is not in the contract?	Sanctions case (2024)

Dispute	Between whom?	Typical question	Case and guide
Collision and salvage	Owners of two ships; salvor and salved interests	How is fault shared? What should the salvage reward be?	Outside the scope of this page
Ship sale and shipbuilding	Buyer, seller and shipyard	Was the ship delivered in the contractual condition? Who pays for delay?	Outside the scope of this page

In many of these disputes the claimant also seeks to arrest the ship to secure its claim. The rules in Türkiye are set out below in The view from Türkiye.

Rerouting: deviation and frustration

After the attacks in the Red Sea, many ships went round the Cape of Good Hope instead of using Suez. Cargo interests usually ask two questions first. Is the carrier in breach when it changes the route? And if the voyage becomes that much longer, does the contract simply come to an end? The summary below rests on English law and the Hague/Hague-Visby Rules, and is drawn from two 2024 analyses, one by a law firm and one by a transport insurer.

- **Deviation:** Article IV, rule 4 of the Hague and Hague-Visby Rules does not treat a deviation to save life or property at sea, or any "reasonable" deviation, as a breach. The carrier has to show that the deviation was needed for the safety of the ship or the cargo. A charterparty may also contain an express liberty clause, but that clause does not pass into the bill of lading automatically, so it will not always bind cargo interests.
- **When the risk was known at the time of contracting:** As both sources read The Polar (2024), if the contract contemplated the Red Sea route, the owner cannot divert round the Cape to avoid war risk unless the risk has materially changed since the contract was made. If the Cape route was already known when the contract was concluded, sailing it is not a deviation. For the decision itself, see The Polar above.
- **Frustration:** Under English law a contract is frustrated only if the event makes performance impossible, illegal or radically different. Higher cost or a heavier burden is not enough on its own. In The Eugenia (1964), which arose from the closure of the canal during the Suez War, the Court of Appeal held that the Cape route did not frustrate the voyage; it only made it more expensive for the charterers.
- **Force majeure:** Since November 2023 some carriers have relied on force majeure clauses to end Red Sea voyages or to reroute them. Force majeure is not a concept that English common law supplies on its own, so the outcome depends on the wording of the clause and the governing law.
- **War clauses:** In charterparties, the right to refuse an order or to cancel in war or war-like conditions is usually set out in standard clauses such as CONWARTIME (time charter) and VOYWAR (voyage charter). Who bears the additional war risk premium also depends on these clauses.

For forwarders and cargo owners: In container shipping, the place to look is what the bill of lading, or the forwarder's trading conditions, say about rerouting, delay and extra costs. If the bill names a specific port of discharge, delivering the cargo at another port may breach the bill of lading contract. The transport insurer recommends that forwarders align the terms they give customers with the terms they receive from carriers (back-to-back). For the effect on the freight bill, see Freight surcharges › War risk and canal surcharges; for the chokepoints themselves, see Shipping markets › Maritime chokepoints.

Ten leading cases: what happened and what the court said

All of the decisions below come from the United Kingdom Supreme Court (UKSC), the former House of Lords (UKHL) or the Court of Appeal (EWCA). The decisions are cited by their official neutral citations; the names of the companies involved are not given. Where a case is known by the ship's name (for example Ocean Victory), that name is used. The summaries are based on the courts' press summaries, judgments and legal publications.

1. Coffee and condensation: [2018] UKSC 61

Facts: Bagged coffee was carried from Colombia to Europe in unventilated containers. The carrier had stuffed the containers itself and lined them with paper. Coffee gives off moisture in transit; condensation damaged the cargo. The carrier argued that the damage came from the nature of the goods (inherent vice).

Decision (5 December 2018): Where carriage is subject to the Hague Rules and the cargo is delivered damaged, the carrier bears the burden of proving that it took proper care of it. A carrier relying on inherent vice must also show that it took reasonable precautions against that risk. The carrier could not prove this and the cargo interests won.

Why it matters: It answered "who has to prove what" in cargo claims. For carriers the lesson is clear: keep records of stuffing, lining and ventilation.

2. A defective passage plan: [2021] UKSC 51

Facts: In May 2011 the container ship left the buoyed fairway while sailing from Xiamen, China, and grounded on an uncharted shoal. Salvage cost about USD 9.5 million. The owners declared general average and claimed about USD 13 million in contributions from cargo. About 8% of cargo interests refused to pay.

Decision (10 November 2021): A Notice to Mariners warning that charted depths outside the fairway were unreliable had not been marked on the ship's working chart or passage plan. The court held that a ship setting out with such a defective plan was unseaworthy. The lack of care by the master and officers in the passage plan was attributed to the owners, who could not rely on the nautical fault exception. Because the owners' fault caused the loss, they could not recover general average from cargo.

Why it matters: Seaworthiness is not just hull and machinery; the documents and plans the ship must carry are part of it. It is also cargo's strongest defence to a general average claim.

3. Storm and safe port: Ocean Victory [2017] UKSC 35

Facts: On 24 October 2006 the Capesize bulk carrier grounded while trying to leave the port of Kashima in Japan and became a total loss. Staying at the berth was dangerous because of long swell; leaving was dangerous because of a severe northerly gale. Two conditions, each known at the port, had occurred at the same time.

Decision (10 May 2017): The combination of the two conditions was not a normal characteristic of the port but an "abnormal occurrence". The charterers had therefore not breached the safe port warranty. A 3–2 majority also held that, because of the joint insurance scheme in the demise charter (Barecon 89), the owners had no claim

against the demise charterers for the insured loss, so the insurers' claim, brought as assignees down the charter chain, failed.

Why it matters: It marks the limit of the safe port warranty: the charterer answers for the normal dangers of a port, not for unforeseeable abnormal events.

4. Late redelivery and a renegotiated fixture: The Achilleas [2008] UKHL 48

Facts: A time-chartered ship was redelivered a few days late after her last voyage. Meanwhile the market fell sharply. To keep her next fixture, the owners had to cut the rate from USD 39,500 to USD 31,500 a day, and they claimed the difference for the whole period of that fixture.

Decision (9 July 2008): The House of Lords held that a loss of a foreseeable type is not automatically recoverable. Judged by market understanding, the charterers had not assumed such a large and unpredictable risk. Damages were limited to the difference between the market rate and the charter rate for the days of overrun.

Why it matters: It is one of the most debated decisions on remoteness of damage in contract, and it confirms the usual measure of damages for late redelivery.

5. Counting the war that followed: The Golden Victory [2007] UKHL 12

Facts: The charterers repudiated a seven-year time charter early, in 2001. The charter contained a war clause allowing either party to cancel if war broke out. The Iraq war began in March 2003.

Decision (28 March 2007, by a 3–2 majority): The House of Lords took the later war into account when assessing damages. Because the charter could have been cancelled under the war clause, the owners recovered damages only up to the start of the war, not for the whole remaining term.

Why it matters: Damages must not put the owner in a better position than performance would have. In long-term charters this principle can change the amount dramatically.

6. When hire is paid late: [2016] EWCA Civ 982

Facts: In 2010 the owners let three ships on long-term time charters. From April 2011 the charterers paid hire late and short. In September 2011 the owners withdrew the ships and terminated the charters.

Decision (7 October 2016): Unless the contract expressly says so, punctual payment of hire is not a condition. So a single late payment does not entitle the owner to damages for the rest of the charter period. In this case, however, the charterers' conduct showed they would no longer perform, and the owners recovered damages on that basis. The court held that the contrary decision in The Astra (2013) was wrong on this point.

Why it matters: The right to withdraw the ship and the right to damages for the remaining period are separate. An owner who wants both must say so expressly in the contract.

7. Does demurrage cover everything? Eternal Bliss [2021] EWCA Civ 1712

Facts: The ship loaded 70,133 tonnes of soybeans at Tubarão, Brazil, and waited a long time to discharge at Longkou, China. While she waited, the cargo went mouldy and caked. The owners, having paid the receivers' claim, sought that loss from the voyage charterers on top of demurrage.

Decision (18 November 2021): Unless the contract says otherwise, demurrage is liquidated damages for **all** losses caused by the failure to complete loading or discharge within laytime. To recover more, the owner must show that the charterer breached a separate and independent obligation.

Why it matters: It closed a debate rooted in about a century of case law in the charterers' favour. Owners must list expressly any losses they want to keep outside demurrage.

8. Containers that cannot be returned: [2016] EWCA Civ 789

Facts: Thirty-five containers of raw cotton were carried from Bandar Abbas and Jebel Ali to Chittagong in Bangladesh. The cargo was not collected, and from 2011 the containers were stuck in the port. The line claimed container demurrage at the contractual daily rate; the claim exceeded USD 1 million, more than ten times the value of the containers themselves.

Decision (27 July 2016): Once return of the containers was no longer possible, the commercial purpose of the adventure had been frustrated (by 2 February 2012, the court held). From then on the carrier could no longer elect to keep the contract alive, and demurrage was recoverable only up to that point.

Why it matters: It is the leading authority that container demurrage is not unlimited. Demurrage up to the point the commercial purpose was frustrated can still be claimed, so the risk for a party that does not collect its cargo remains real.

9. Sanctions and currency: [2024] UKSC 18

Facts: Under a long-term contract of affreightment for bauxite, freight was payable in US dollars. In April 2018 the United States imposed sanctions on the cargo owner's parent company. The carrier invoked force majeure and suspended shipments. The cargo owner offered to pay in euros and to cover any exchange costs.

Decision (15 May 2024): The arbitrators held that accepting euros was required as "reasonable endeavours". The High Court found for the carrier; the Court of Appeal, by a majority, for the cargo owner. The Supreme Court unanimously found for the carrier: absent express wording, a reasonable endeavours obligation does not require acceptance of non-contractual performance. The carrier did not have to give up its right to be paid in dollars.

Why it matters: At a time when sanctions change often, it clarifies how force majeure clauses are read. If the parties are willing to accept an alternative currency or method of performance, they must write it into the contract.

10. A pirate ransom and general average: The Polar [2024] UKSC 2

Facts: In October 2010 the tanker was seized by Somali pirates in the Gulf of Aden and released in August 2011 after a USD 7.7 million ransom was paid. The owners claimed the ransom from cargo in general average. Cargo objected that, under the charter's war risk clauses, additional war risk premiums were for the charterers' account up to a cap, and argued that this left the owners to look only to their insurers.

Decision (17 January 2024): The Supreme Court held that the charter's war risk clauses were incorporated into the bills of lading, but that they neither created a separate insurance code nor prevented the owners from claiming general average from the bill of lading holders. Cargo had to contribute to the ransom.

Why it matters: Given current risks in the Red Sea and the Gulf of Aden, it shows whom war risk clauses protect and against what. Whose account the additional premium was for does not, on its own, remove liability for general average.

The view from Türkiye: code, courts and enforcement

In Türkiye shipping law is set out in Book Five of the Turkish Commercial Code (Law No. 6102). These are the points that come up most often in practice.

- **Which rules?** Türkiye is a party to the 1924 Brussels Bills of Lading Convention (the Hague Rules). It is not a party to the 1968 Visby Protocol or the Hamburg Rules. Even so, the Code bears the mark of all three: the presumption of carrier fault and the exemption for faults in navigation and management of the ship come from the Hague system, the package and per-kilo limits from the Visby regime, and liability for delay and the actual carrier provisions largely from the Hamburg Rules. The limits themselves are in the Liability limits by mode section.
- **Time limits are short.** To claim compensation from the carrier for loss, damage or delay, a lawsuit or enforcement proceedings must be started within one year; otherwise the right is lost (Code art. 1188). Time runs from the day the goods were delivered or should have been delivered. Claims for freight, demurrage and charter hire are also time-barred one year after they fall due (art. 1246). For notice periods, see Notice periods and time bars.
- **Which court?** Shipping disputes are commercial cases whether or not the parties are merchants, and they are heard by the commercial courts of first instance. In Istanbul and İzmir they are heard by commercial courts that the Council of Judges and Prosecutors has designated for shipping cases, sitting as specialist maritime courts. Before a commercial lawsuit for a sum of money or damages, applying to mediation is a precondition (Code art. 5/A); from the application until the final mediation report, limitation periods are suspended and time bars do not run (Law No. 6325, art. 18/A).
- **Ship arrest.** A ship can be arrested only for the "maritime claims" listed in art. 1352 of the Code (art. 1353). Arrest stops the ship from sailing. These provisions were modelled on the 1999 International Convention on Arrest of Ships, which entered into force for Türkiye on 11 December 2019. Even if the merits are to be decided in London, security for a ship in a Turkish port can be sought in Türkiye.
- **How is a London award enforced in Türkiye?** Türkiye approved accession to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards by Law No. 3731 (8 May 1991). The Convention entered into force for Türkiye on 30 September 1992, with reciprocity and commercial reservations. A London

award is enforced through recognition by a Turkish court. The court does not rehear the dispute; it checks only the limited grounds for refusal in the Convention.

- **Arbitration in Türkiye.** The Istanbul Arbitration Centre (ISTAC) was established by Law No. 6570 of 20 November 2014. Parties can choose to arbitrate maritime disputes in Türkiye, but the standard forms of the international market still point mainly to London, New York, Singapore or Hong Kong.

Before a dispute: what to check in the contract

The common lesson of the leading cases: the wording of the contract usually decides the outcome. Check these points before you sign.

1. **Law and jurisdiction clause.** Which law, which seat of arbitration and which procedural rules does the charter choose? Which court is named on the back of the bill of lading? Are the charter terms incorporated into the bill?
2. **The law of the arbitration clause.** If the law of the main contract and the seat differ, bear the post-2025 English rule in mind and, if needed, state the law of the arbitration clause separately.
3. **What does demurrage cover?** If other losses from delay are to be recoverable, the contract must say expressly that they fall outside demurrage (Eternal Bliss).
4. **Payment of hire.** An owner who wants to withdraw and claim damages for the rest of the term after a single late payment must state expressly that punctual payment is a condition (hire payment case, 2016).
5. **Force majeure and sanctions clauses.** What counts as force majeure, and will an alternative currency or method of payment be accepted? If this is not written down, the other side cannot be forced to accept it (sanctions case, 2024).
6. **Records and evidence.** Keep container stuffing records, temperature and humidity logs, passage plans and incident reports. The English courts place the burden of proof on particular parties (coffee case, 2018; passage plan case, 2021).
7. **Time limits.** Put one-year time bars and any shorter contractual notice periods in the calendar. Settlement talks between the parties do not, as a rule, stop time running; if you need an extension, get it from the other side in writing. In Türkiye, an application to mandatory mediation does protect the time limit.

Where to go next in the guide

- Liability limits, cargo insurance and general average: Carrier liability and cargo insurance
- What to do when damage occurs, notice periods and time bars: Cargo damage and the claims process
- Charter types, laytime and vessel demurrage: Chartering, laytime and vessel demurrage
- Container demurrage and detention: Demurrage, detention and storage
- The legal functions of the bill of lading: The bill of lading
- Delivery without the original bill and LOIs: Delivery without the original bill of lading: LOIs and bank guarantees

- Public maritime law conventions: International trade rules and standards

Which courses cover this topic?

Maritime law is taught as a stand-alone course in maritime business and in maritime and port management programmes. In the curricula we reviewed, it is a separate course in 18 programmes and part of another course in 19. A few examples:

- Piri Reis University — Maritime Business Administration (bachelor's) — Maritime Law (DİY 312)
- Samsun University — Maritime Business Administration (bachelor's) — Maritime Law (DİY201)
- Recep Tayyip Erdoğan University, Turgut Kıran Maritime Faculty — Maritime Transportation and Management Engineering (bachelor's) — Maritime Law I (DUM 335)
- Tekirdağ Namık Kemal University, Barbaros Maritime Vocational School — Maritime and Port Management (associate degree) — International Maritime Law (BDL214)
- University of Piraeus — M.Sc. in Shipping (master's) — Maritime Law and Institutions
- Institute of Chartered Shipbrokers (ICS) — Foundation Diploma, Advanced Diploma and PQE (certificate) — Shipping Law

Test yourself

1. The sales contract between a Turkish exporter and a foreign buyer has no jurisdiction clause. The bill of lading for the cargo says "English law, London courts" on the back. Which document do you look at for a cargo claim against the carrier? *(Answer: The bill of lading. A claim against the carrier rests on the contract of carriage; the terms of the sales contract do not bind the carrier.)*
2. Under a voyage charter, discharge exceeded laytime and the cargo deteriorated while waiting. Can the owner claim the compensation it paid to the receiver from the charterer on top of demurrage? *(Answer: Not unless the contract says so. Under Eternal Bliss, demurrage covers all losses from that delay; additional damages require a separate breach.)*
3. The ship grounded and the owner declared general average. What happens if cargo can prove the casualty was caused by a defective passage plan? *(Answer: Under the passage plan case (2021) the ship was unseaworthy; if the owner's fault caused the loss, it cannot claim a contribution from cargo.)*
4. An award by LMAA arbitrators in London is in favour of a Turkish creditor. How does the creditor reach the debtor's assets in Türkiye? *(Answer: The award is recognised and enforced by a Turkish court under the New York Convention and then executed.)*

Frequently asked questions

Do the English courts always have jurisdiction over shipping disputes?

No. Jurisdiction comes from the law and jurisdiction or arbitration clause in the contract. Because most standard charter forms provide for London arbitration and many bills of lading choose English law, the English courts and London arbitrators often have jurisdiction. If the contract points elsewhere, the dispute is heard there.

What is the difference between LMAA arbitration and the English courts?

In LMAA arbitration the dispute is decided by arbitrators appointed by the parties; most cases are decided on documents without a hearing, and the award stays private. A case reaches the courts only in limited circumstances, for example an appeal on a point of law with permission, unless the parties have excluded it. Court judgments are public and create precedent.

Is a London arbitration award valid in Türkiye?

Yes, once it is enforced. Türkiye is a party to the 1958 New York Convention. A Turkish court does not rehear the dispute; it checks only the limited grounds for refusal in the Convention, and once enforcement is granted the award can be executed.

How long do I have to bring a cargo claim?

Under the Hague-Visby system and art. 1188 of the Turkish Commercial Code, claims against the carrier must be brought within one year. Time runs from the day the goods were delivered or should have been delivered. The contract or an applicable foreign law may set different periods. Settlement talks between the parties do not, as a rule, stop time running; in Türkiye, an application to mandatory mediation protects the time limit until the final report.

Can I arrest a ship in Türkiye?

If your claim is one of the maritime claims listed in art. 1352 of the Turkish Commercial Code, you can apply to court for an arrest order while the ship is in a Turkish port. The order stops the ship from sailing; the ship side usually obtains her release by providing security. This route is available even if the merits will be decided abroad.

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