

MARITIME LAW ERROR?

PROVEN BY COURT!!!

MT BOW JUBAIL

BUNKER POLLUTION IN BALLAST



COURT UPHOLDS

**OIL SPILL
NEGLIGENCE**

VERDICT

BREAKDOWN OF

**MARITIME
LEGAL**

MISTAKES

FOOT NOTE ADDED

**IOPC
GUIDELINES**

CLC SHIP DEFINITION

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When tanker treated as **CLC** ship

ORB will be treated as **prima facie** evidence that the vessel is free of residues for the purposes of the 1992 CLC.

What you can prove is more important than What you actually did....



MT BOW JUBAIL WAS IN BALLAST CONDITION, BUNKER POLLUTION HAPPENED, OWNER PAID LIABILITY AS PER CLC NOT AS PER CLC.

1. WHY THIS CIRCULAR IS ISSUED

This circular is issued for the awareness of all seafarers, following:

- The Bow Jubail court case
- The IOPC Funds Governing Bodies meeting held in November 2025
- The approval of a new footnote clarifying the definition of a “ship” and “residues” under the 1992 Civil Liability Convention (CLC)

The objective is simple:

To help seafarers understand when a ship is treated as a CLC ship,

Why proof and documentation are critical,

And how failure to prove compliance can increase liability by about 1.6 million SDR.

2. ACTUAL DEFINITION OF “SHIP” – 1992 CLC ARTICLE 1(1)

Under Article 1(1) of the 1992 Civil Liability Convention, a “ship” is defined as:

“any sea-going vessel and seaborne craft of any type whatsoever constructed or adapted for the carriage of oil in bulk as cargo, provided that a ship capable of carrying oil and other cargoes shall be regarded as a ship only when it is actually carrying oil in bulk as cargo and during any voyage following such carriage unless it is proved that it has no residues of such carriage of oil in bulk aboard.”

What this means in simple words:

- A tanker is a CLC ship when:
 - o It is carrying oil cargo, and
 - o Even after discharge, on the next voyage
- unless it is proved that no oil residues remain onboard

Important:

The law clearly says “unless it is proved”.

So the responsibility is on the shipowner and ship records.

3. WHAT IS “OIL” – CLC ARTICLE 1(5)

Under Article 1(5), “oil” means:

“any persistent hydrocarbon mineral oil such as crude oil, fuel oil, heavy diesel oil and lubricating oil, whether carried on board a ship as cargo or in the bunkers of such a ship.”

This is why:

- Even a bunker oil spill
 - From a tanker that previously carried oil cargo
- can fall under CLC, not normal bunker rules.

4. BOW JUBAIL CASE – WHY IT BECAME IMPORTANT

- Vessel: Bow Jubail
- Approx. size: 31,000 GT
- Condition: Ballast
- Spill: Bunker oil only

However:

- On the previous voyage, the vessel carried persistent oil cargo

The owner argued:

“This is only a bunker spill, so LLMC should apply.”

The court replied:

“You must first prove that no residues of the previous oil cargo remained onboard.”

The owner could not sufficiently prove this.

6. STEP-BY-STEP SDR CALCULATION

Vessel Tonnage: 31,000 GT

OPTION A – If LLMC had applied (Bunkers Convention + LLMC 1996)

LLMC Property Claim Limits:

1. Base for first 2,000 GT = 1.51 million SDR
 2. From 2,001 to 30,000 GT = $28,000 \times 604$ SDR = 16.91 million SDR
 3. From 30,001 to 31,000 GT = $1,000 \times 453$ SDR = 0.45 million SDR
- Total LLMC Limit: $1.51 + 16.91 + 0.45 \approx 18.9$ million SDR

OPTION B – What Actually Applied: 1992 CLC

CLC Limits:

1. Base (above 5,000 GT)= 4.51 million SDR
 2. From 5,001 to 31,000 GT= $26,000 \times 631$ SDR= 16.41 million SDR
- Total CLC Limit: $4.51 + 16.41 \approx 20.9$ million SDR

7. THE DIFFERENCE – THIS IS THE COST OF “PROOF”

- LLMC limit ≈ 18.9 million SDR
- CLC limit ≈ 20.9 million SDR

Extra exposure:

≈ 2.0 million SDR (theoretical)

≈ 1.6 million SDR (practically applied)

8. WHY THE OWNER STILL FAILED

The owner showed:

- MARPOL pre-wash
- Slops discharged ashore
- Commercial tank cleaning

But the court said:

- There was no standard procedure
- No recognised proof to show that all tanks, pipelines, pumps, and systems were clean enough to remove pollution risk

So legally:

- Cleaning done
- Proof not strong enough And law works on proof.

9. RESULT – CLC APPLIED INSTEAD OF LLMC

Because residues were not proved absent:

- Limitation under LLMC was rejected
- 1992 CLC applied

This directly increased the owner's liability.

10. IOPC TEAM GATHERED IN NOV 2025 AND CREATED IOPC FUNDS FOOTNOTE

At the November 2025 sessions of the IOPC Funds' Governing Bodies, a new footnote was approved and added to the IOPC guidance.

“For the purposes of the 1992 CLC, ‘residues’ are the remnants of a persistent oil cargo of a quantity that represents a material pollution risk. Tank cleaning conducted in accordance with Annex I, Chapter 4 of MARPOL 73/78 will remove residues, and any corresponding material pollution risk. Where a vessel undergoes cleaning and flushing of its cargo tanks, slop tanks, residual oil tanks and all associated pumps and pipelines in accordance with Annex I, Chapter 4 of MARPOL 73/78; and any oil, tank washing and/or oily mixture have been discharged or transferred off the vessel, the completed Oil Record Book countersigned by the Master as required under MARPOL, will be prima facie evidence that the vessel is free of residues.”

This footnote has been inserted in section 3.1(2) and 3.1(4) of the IOPC Funds' publication ‘Guidance for Member States – Consideration of the definition of ‘ship’ under the 1992 Civil Liability Convention’, which can be found on their website IOPC FUNDS | IOPC Funds' Publications.

Prima Facie :

- If a vessel carries out tank cleaning in accordance with MARPOL Annex I, Chapter 4
- Cleans and flushes cargo tanks, slop tanks, residual oil tanks, pumps, and pipelines
- Discharges all oil and oily mixtures ashore
- Completes the Oil Record Book
- And the ORB is countersigned by the Master

Then the ORB will be treated as prima facie evidence that the vessel is free of residues for the purposes of the 1992 CLC. So It will prove vessel free from residues representing a material pollution risk.

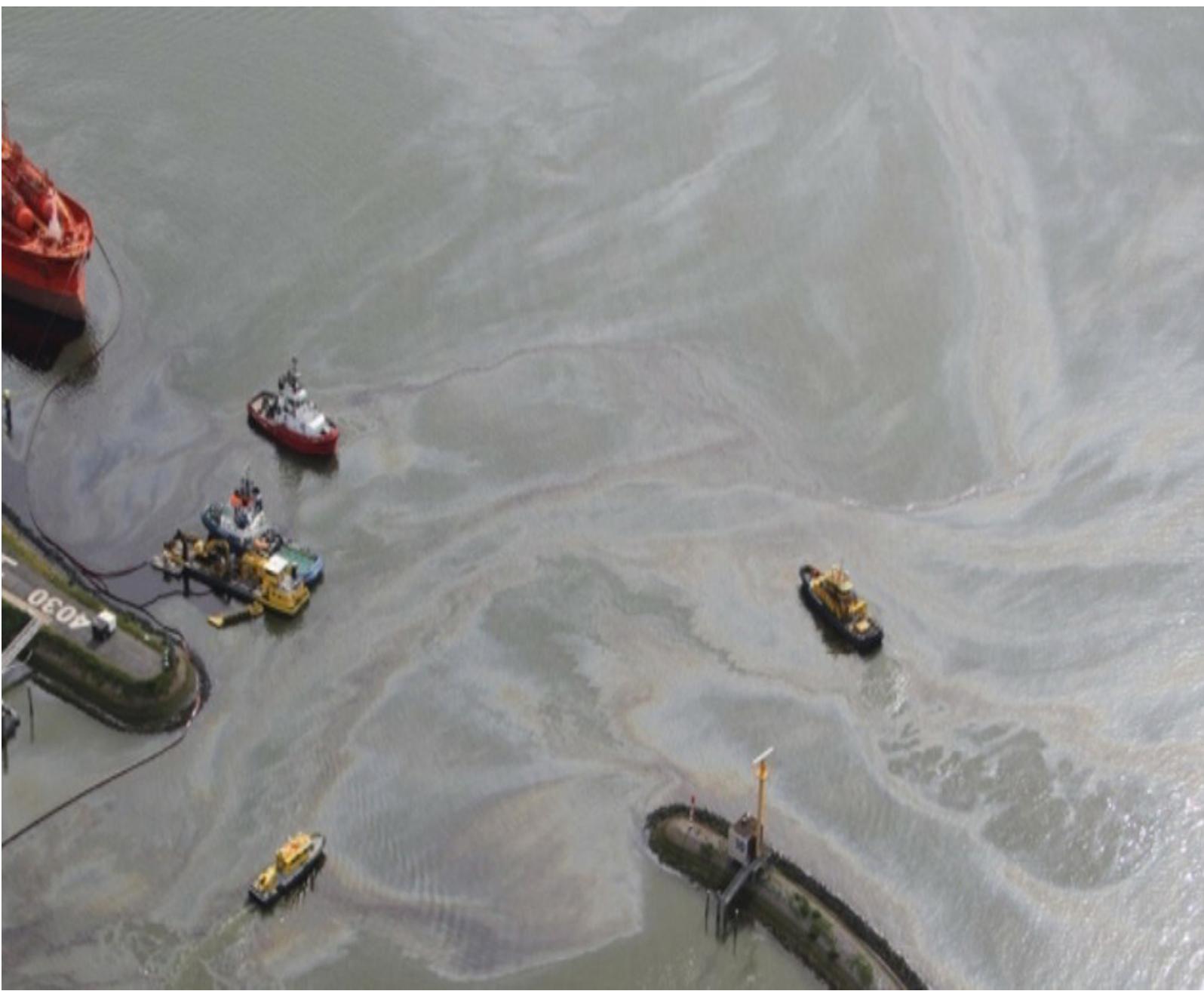


11. GUIDANCE TO ALL MARINERS

Mariners are advised to take note of this guidance and ensure that crew operating tankers that switch between MARPOL Annex I and Annex II cargoes are aware of and follow this guidance. It should be noted that this guidance does not create a new obligation beyond those that already exist under MARPOL. However, the footnote is a positive development as it provides that, if followed, this procedure will be prima facie evidence that the vessel is free of residues. It is hoped that this will assist all mariners in evidencing that an unladen tanker that carried persistent oil on the previous voyage is free of residues, and allow the shipowner to rely on the limits of liability under the LLMC or other such limitation provisions applicable in the state where the incident occurs in the event of a bunker spill. Nothing in the footnote prevents owners also relying on additional evidence to demonstrate the absence of residues if such evidence is available.

FOR CIRCULATION TO

All Seafarers | Officers | Masters | Engineers | Cadets | Ship Management



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PROVEN BY COURT !!!
FOR SHIP OWNER, MANAGER, MASTER, & OTHERS
MT BOW JUBAIL COURT CASE

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