

**International
Comparative
Legal Guides**



Practical cross-border insights into shipping law

**Shipping Law
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1 Marine Casualty

1.1 In the event of a collision, grounding or other major casualty, what are the key provisions that will impact upon the liability and response of interested parties? In particular, the relevant law / conventions in force in relation to:

(i) Collision

Provisions pertaining to collision liabilities are to be found in Chapter 8 of the Swedish Maritime Code. The provisions are based on the 1910 Brussels Collisions Convention and are supplemented by the general provisions on shipowners' liability in Chapter 7 as well as the general law of tort.

The main rule is that any party involved in a collision is liable for losses to the extent the party has caused the collision; i.e., contribution is proportionate to the level of causation. If the circumstances do not give support for any particular liability apportionment, each party shall answer for half of the loss. If the collision is due to an accident or if it cannot be ascertained whether the parties have caused the collision, each party shall be liable for its own loss.

(ii) Pollution

Provisions pertaining to oil pollution are to be found in Chapters 10 and 10a of the Swedish Maritime Code, which incorporate the 1969 International Convention on Civil Liability for Oil Pollution Damage, as amended in 1992, and the 2001 International Convention on Civil Liability for Bunker Oil Pollution Damage, respectively. Hence, there are provisions on, *inter alia*, strict liability for the registered owner for oil pollution (with some exceptions) (§3), limitation of liability (§5), establishment of a limitation fund (§6), compulsory insurance (§12) and direct action against the registered owner (§14). There are further provisions on, *inter alia*, strict liability for the registered owner for bunker oil pollution (with some exceptions) (§7), limitation of liability (§9), compulsory insurance (§11) and direct action against the registered owner (§14).

In addition, detailed rules and recommendations pertaining to the discharge of oil and other types of pollutants from vessels are to be found in Regulation TSFS 2010:96, as amended, issued by the Swedish Transport Agency.

(iii) Salvage / general average

Sweden has ratified the 1989 International Convention on Salvage. The provisions of the convention have been implemented in Chapter 16 of the Swedish Maritime Code. The provisions are optional, which means that it is possible to conclude

salvage contracts on different terms, save for certain provisions pertaining to, *inter alia*, the salvor's liability to exercise due diligence to prevent or mitigate environmental damages.

The 1994 York Antwerp Rules apply in Sweden pursuant to Chapter 17 of the Swedish Maritime Code. Chapter 17 also provides that an average adjuster shall investigate and decide on liability apportionments in relation to general and particular average. The adjuster is appointed by the Swedish Government and is something of a quasi-judge. The adjuster's decision can be appealed to the first instance court in Göteborg, Sweden.

In addition, provisions pertaining to marine accidents and investigations thereof are to be found in Chapter 18. The provisions impose, *inter alia*, an obligation to maintain records and evidence which can be of relevance for the investigation of the accident.

(iv) Wreck removal

Sweden has ratified the 2007 Nairobi International Convention on the Removal of Wrecks. The provisions of the convention can be found in Chapter 11a of the Swedish Maritime Code, which consequently contains provisions on, *inter alia*, reporting requirements for a master that has been involved in an incident that has resulted in a wreck (§6), removal requirements for the registered owner of the wreck (§11), liability for costs for marking the wreck (§16), limitation (§18 and also Chapter 9 §2 sub-paragraph 4), compulsory insurance (§§20 and 21) and direct action against the insurer (§23). The provisions apply to all Swedish territorial waters, including lakes and canals. Regarding limitation, there is no mechanism for the establishment of a separate wreck fund.

The reporting requirements include lost cargo which may not pose a danger to navigation.

(v) Limitation of liability

Maritime claims in Sweden are subject to global limitation pursuant to the 1976 Convention on Limitation of Liability for Maritime Claims, as amended by the 1996 Protocol. The convention's provisions are codified in Chapter 9 of the Swedish Maritime Code.

(vi) The limitation fund

Provisions on the establishment of a limitation fund and limitation proceedings can be found in Chapter 12 of the Swedish Maritime Code. Notably, accrued interest can increase the limitation amount significantly in Sweden; in particular, in case of prolonged limitation proceedings. Interest shall be calculated in accordance with the Act (1975:635) on interest.

1.2 Which authority investigates maritime casualties in your jurisdiction?

Accidents and incidents at sea should be reported to the Swedish Transport Agency pursuant to Chapter 6 §14 of the Swedish Maritime Code. The authority is concerned with accidents and incidents pertaining to Swedish merchant and fishing vessels, regardless of where in the world the event occurs, as well as foreign ships in Swedish territorial waters.

The Swedish Transport Agency, the Swedish Accident Investigation Authority and the Swedish Maritime Administration are the main authorities involved in the investigation of maritime casualties. For details about the respective areas of responsibility, see below. If the accident included a criminal offence, the investigation will be carried out by the marine prosecutor and the coast guard.

1.3 What are the authorities' powers of investigation / casualty response in the event of a collision, grounding or other major casualty?

Investigations

In case of a collision, grounding or significant harm on property, a so-called "maritime declaration" must be held pursuant to Chapter 18 §6 of the Swedish Maritime Code. The declaration is conducted in court by one judge and two experts and can involve several Government agencies, e.g. the coast guard, customs authorities and the police, depending on the circumstances. The purpose of the declaration is to gather evidence and witness statements, meaning that the court does not draw any conclusions.

Severe maritime casualties and near-misses are investigated by the Swedish Accident Investigation Authority. This authority does not have any regulatory or supervisory role and its investigations do not deal with issues of guilt, blame or liability for damages. The sole objective of the investigations is safety.

The Swedish Maritime Administration is involved in investigating aspects pertaining to wrecks, see, e.g., Chapter 11a §8 of the Swedish Maritime Code.

Casualty response

The Swedish Maritime Authority is responsible for operations pertaining to saving lives at sea pursuant to Chapter 4 §3 of the Act (2003:778) on protection against accidents.

In case of pollution or imminent risk thereof, the responsible authority is the Swedish Coast Guard pursuant to Chapter 4 §5 of the act.

If there is a danger to life, property or the environment, the responsible agency has far-reaching authority to infringe on other parties' rights pursuant to Chapter 6 §2 of the act provided the steps taken are proportionate and otherwise justifiable.

2 Cargo Claims

2.1 What are the international conventions and national laws relevant to marine cargo claims?

Sweden is a party to the Hague-Visby Rules (International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, 1924, First Protocol, 1968, Second Protocol, 1979). In addition to these conventions, Sweden has also chosen to adopt certain parts of the Hamburg Rules (United Nations Convention on the Carriage of Goods by Sea, 1978), to the extent they are not in conflict with the aforementioned conventions.

In practice, this means that Chapter 13 of the Swedish Maritime Code, which governs the contract of carriage of goods, is somewhat of a hybrid between the Hague-Visby Rules and the Hamburg Rules.

Regarding the Rotterdam Rules (United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea, 2009), Sweden has signed but not ratified the convention.

It may also be mentioned that Sweden is also a party to the CMR (Convention on the Contract for the International Carriage of Goods by Road, 1956), which thus may be applicable to transport by sea, e.g. Ro/Ro (see Article 2 of the CMR).

2.2 What are the key principles applicable to cargo claims brought against the carrier?

Under the Swedish Maritime Code, the carrier is liable for damage to or loss of the goods that occurs during the period of liability. The period of liability is, in principle, the whole period during which goods are in the carrier's custody; i.e., not only during carriage but also when the goods are in the carrier's custody at the port of loading and the port of discharge.

As a general rule, the carrier is vicariously liable for damage or loss caused by fault or negligence by the master, crew, pilot, tug and others performing work in the service of the ship (e.g., stevedores or harbour workers engaged in the loading or discharge process).

The basis for the carrier's liability can be described as presumed fault. In other words, the carrier is liable unless it can demonstrate that the damage or loss was not caused by fault or negligence by the carrier (or by anyone for whom the carrier is vicariously liable). The "catalogue" from the Hague-Visby Rules is not incorporated in the Swedish Maritime Code. The exemptions regarding fire and nautical fault have, however, been included in the Swedish liability regime.

Where a contractual carrier employs a subcarrier, they are jointly and severally liable towards the cargo owner if the damage or loss occurs during the part of the carriage performed by the subcarrier. However, the contractual carrier may limit its liability for such an event if it is expressly agreed with the cargo owners that a certain part of the carriage shall be performed by a named subcarrier.

The carrier is, furthermore, liable for any loss resulting from delay, on the same basis (presumed fault, etc.).

As to the compensation regime, the general rule is that the carrier is only liable for damages computed by a standard loss calculation. Moreover, the liability is limited to 667 SDR per unit or 2 SDR per kilogram of the gross weight of the goods concerned, whichever is higher. The right to limitation of liability is lost where it is proven that the carrier itself has caused the damage or loss with intent, or recklessly with knowledge that such damage or loss would probably occur.

The Swedish rules on the carrier's liability apply to both bills of lading and seaway bills and are mandatory in the cargo owners' interests, meaning that carriers cannot derogate from the rules by contract to the cargo owners' detriment. The rules will apply, and Swedish courts will have jurisdiction where, in summary and somewhat simplified, there is a carriage to or from Sweden. They do not, however, prevail over the Brussels Regulation or valid choices of law and/or jurisdiction made by the parties.

In the event of damage or loss, the cargo owner must give notice of claim immediately upon delivery or, where the damage or loss is not apparent, within three days from delivery. The period of limitation of action against the carrier is one year from the date of delivery.

2.3 In what circumstances may the carrier establish claims against the shipper relating to misdeclaration of cargo?

Under the Swedish Maritime Code, the shipper has a strict liability (guarantee liability) towards the carrier for the accuracy of statements relating to the goods that have been included in the bill of lading. When it comes to dangerous cargo, the shipper is furthermore liable towards the carrier, as well as any subcarrier, if the shipper has failed to inform about the dangerous nature of the goods or necessary safety measures. Such an omission may also give the carrier the right to discharge or destroy the goods without any liability to compensate for the value of the goods.

2.4 How do time limits operate in relation to maritime cargo claims in your jurisdiction?

In the event of damage or loss, the cargo owner must give notice of claim immediately upon delivery, or, where the damage or loss is not apparent, within three days from delivery. The period of limitation of action against the carrier is one year from the date of delivery.

The period of limitation may be extended by agreement between the parties if concluded after the claim arose (and not before). The total time extended may not exceed 10 years.

The period of limitation will continue to run until an action has been properly filed with the competent court or arbitral tribunal.

3 Passenger Claims

3.1 What are the key provisions applicable to the resolution of maritime passenger claims?

Under Swedish law, which reiterates the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, as amended by the 2002 Protocol, the carrier is liable for injury to a passenger, or damage to his or her luggage, during travel if such injury or damage has been caused by the carrier's negligence, or by the negligence of somebody for whom the carrier is responsible. The carrier is also liable for delay caused to a passenger under the same preconditions. The liability amounts of the Athens Convention apply.

3.2 What are the international conventions and national laws relevant to passenger claims?

The liability of a carrier of passengers is regulated by Chapter 15 of the Swedish Maritime Code. Sweden has ratified the Athens Convention, as amended by the 2002 Protocol, and is further bound by EC Regulation 392/2009 on the liability of carriers of passengers by sea in the event of accidents, which incorporates the Athens Convention into EU law. Sweden is also bound by EC Regulation 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway.

3.3 How do time limits operate in relation to passenger claims in your jurisdiction?

The time limit of two years from the time when the passenger debarked the vessel, and/or the luggage was brought off the vessel, is interrupted by initiation of legal proceedings at court. Provided the court manages to serve the carrier, the date of

the filing of the suit is the date that the time bar is interrupted. In Sweden, agreements on time-bar extensions are generally accepted.

4 Arrest and Security

4.1 What are the options available to a party seeking to obtain security for a maritime claim against a vessel owner and the applicable procedure?

Sweden is a party to the 1952 International Convention Relating to the Arrest of Sea-Going Ships (the 1952 Arrest Convention), which is incorporated into Chapter 4 of the Swedish Maritime Code.

The aforementioned rules apply to arrests with some international aspect (international arrest), but not for arrest of Swedish-flagged vessels if the applicant has its habitual residence or principal place of business in Sweden (domestic arrest). In such latter case, the regular rules on measures to secure a claim are applicable (*cf.* Chapter 15 of the Swedish Code of Judicial Procedure).

Under the rules on international arrest, a ship can only be arrested for a maritime claim. The Swedish Maritime Code contains a list of all such maritime claims, which corresponds to the list set out in Article 1 of the 1952 Arrest Convention.

A vessel can also be arrested for claims secured by maritime lien. The maritime liens recognised by Swedish law correspond to the list set out in Article 4 of the 1967 International Convention for the Unification of Certain Rules Relating to Maritime Liens and Mortgages.

An arrest can be made against a vessel to which the maritime claim relates to and to other ships that are owned by the same owner at the time when the maritime claim arose. However, in the latter case (sister-ship arrests), arrest is not possible if the maritime claim is related to i) disputes as to the ownership of any vessel, ii) disputes between co-owners of a vessel as to the ownership, possession, employment, or earnings of that vessel, or iii) mortgage of a vessel.

Further, to arrest a vessel, the owner of the vessel must be liable for the maritime claim, unless the claim is secured by a lien.

An arrest applicant must file an application at one of the seven District Courts appointed by the Government to deal with maritime cases (Maritime Courts), which has jurisdiction over the matter. To be granted an arrest order, the applicant must show probable cause that the applicant has a rightful claim that is or could be assumed to be brought for trial before a court or a similar manner. Further, unless the claim is secured by a maritime lien, the applicant must show that there is a presumed risk that the defendant might slip away, hide assets or avoid payment in another way. Lastly, before the court accepts an application for arrest, the applicant must set up a security to cover all costs and damages that can be inflicted on the other party in case of wrongful arrest of the vessel.

4.2 Is it possible for a bunker supplier (whether physical and/or contractual) to arrest a vessel for a claim relating to bunkers supplied by them to that vessel?

A claim relating to bunker deliveries is considered a maritime claim that is not secured by a maritime lien. Consequently, it is possible for bunker suppliers to arrest a vessel for such claim provided that the owner of the vessel is liable for the claim. If the bunkers have been delivered to a bareboat or time charterer, the bunker supplier can only rely on the general rules on arrest under Chapter 15 of the Swedish Code of Judicial Procedure to arrest bunkers on board or other assets of the charterer.

4.3 Is it possible to arrest a vessel for claims arising from contracts for the sale and purchase of a ship?

If the claims arising from the contract for the sale and purchase of a vessel relate to the ownership of the vessel or a mortgage of the vessel, it would constitute a maritime claim and arresting the vessel would be possible, provided that the owner of the vessel is liable for the claim.

4.4 Where security is sought from a party other than the vessel owner (or demise charterer) for a maritime claim, including exercise of liens over cargo, what options are available?

As set out previously, to arrest a vessel for a claim against someone else other than the owner of the vessel, the claim must be secured by a maritime lien. As to other assets owned by such debtor, such as goods on board the vessel, bunkers on board or other property, the general rules on arrest set out in Chapter 15 of the Swedish Code of Judicial Procedure would apply.

4.5 In relation to maritime claims, what form of security is acceptable; for example, bank guarantee, P&I letter of undertaking.

A defendant may lift the arrest if security is put up that meets the purpose of the claimant's action. There are no explicit rules on what types of security would be acceptable; however, according to the Enforcement Code, a pledge, surety ("*borgen*") or corporate mortgage ("*företagshypotek*") is sufficient as such. It is at the court's discretion whether to accept the level of security, unless it is accepted by the opposite party. Bank guarantees and P&I letters of undertaking are generally construed as a surety and are therefore acceptable.

4.6 Is it standard procedure for the court to order the provision of counter security where an arrest is granted?

It is, in general, a requirement that the applicant puts up a security for damage that the defendant may suffer as a result of a wrongful arrest. A claimant could be relieved from such requirement to put up a security only if the applicant is unable to put up a security and has shown genuine reasons ("*synnerliga skäl*") for the claim. It is at the court's discretion whether the type of security and the amount it would cover is sufficient.

4.7 How are maritime assets preserved during a period of arrest?

A decision to grant an arrest will be enforced by the Enforcement Authority, which will inform the vessel's master about the arrest order. The vessel's certificate and nationality documents will normally be taken into custody and a seal is fixed to the rudder. Breaching the arrest of the vessel is sanctioned by fines or imprisonment of up to one year. In general, the Enforcement Authority may require the arresting party to pay advance costs for maintaining the arrest. Such costs are related to harbour fees or similar.

4.8 What is the test for wrongful arrest of a vessel? What remedies are available to a vessel owner who suffers financial or other loss as a result of a wrongful arrest of his vessel?

The arrest applicant is strictly liable for all costs and damage that the defendant has suffered if the granted arrest is later revoked ("*upphänd*"); e.g., either due to the applicant not having initiated proceedings on the merits of the claim within one month or the applicant being unsuccessful in such proceedings. The vessel owner may claim recovery for such loss resulting from a wrongful arrest by initiating court proceedings against the applicant.

5 Evidence

5.1 What steps can be taken (and when) to preserve or obtain access to evidence in relation to maritime claims including any available procedures for the preservation of physical evidence, examination of witnesses or pre-action disclosure?

There are no specific rules regarding evidence with regard to maritime claims, and thus the provisions of the Swedish Code of Judicial Procedure also apply with regard to maritime claims.

A basic principle in the Swedish procedural system is the free evaluation of evidence, and the parties are generally permitted to refer to any evidence which would not evidently be of no effect.

There is no provision permitting pre-action disclosure and it is in our experience very unusual that any such procedure would take place on a voluntary basis between the parties. There is no rule against pre-action examination of witnesses, and counsel regularly, in a thorough manner, examine at least their own sides' witnesses pre-action or at least before any main hearing.

It may be noted that witness statements are generally not permitted as evidence in Swedish court proceedings and may, according to the Swedish Code of Judicial Procedure, only be admitted under special circumstances; e.g., if an examination of the person who made the statement cannot be held at, or outside, the main hearing or otherwise before the court, or if the parties accept the use of witness statements and it is not clearly inappropriate. There is no express prohibition against witness statements in arbitral proceedings; however, it is generally considered that the opposite party must be given the possibility to cross-examine any witnesses.

5.2 What are the general disclosure obligations in court proceedings? What are the disclosure obligations of parties to maritime disputes in court proceedings?

The general provisions regarding disclosure found in Chapter 38 of the Swedish Code of Judicial Procedure apply with regard to maritime claims. In short, a party can request the court to order anybody who possesses a specified and identifiable written document that is a relevant piece of evidence to produce it.

5.3 How is the electronic discovery and preservation of evidence dealt with?

There are no particular provisions regarding electronic discovery and preservation of evidence.

With regard to production of documents/discovery and evaluation of evidence in particular, the Swedish courts have adopted a technology-neutral approach, meaning that pieces of evidence also stored electronically are considered documentary evidence and may be subject to an obligation of disclosure.

The Arbitration Institute of the Stockholm Chamber of Commerce (“SCC”) has adopted an electronic case management system onto which all pleadings and evidence are uploaded and submitted. Submissions and exhibits are usually submitted electronically to the courts, with the important exception of the initial Power of Attorney (provided that the one authorising the counsel is not a holder of an electronic ID) from certain specific countries (eIDAS).

6 Procedure

6.1 Describe the typical procedure and timescale applicable to maritime claims conducted through: i) national courts (including any specialised maritime or commercial courts); ii) arbitration (including specialist arbitral bodies); and iii) mediation / alternative dispute resolution.

6.1.1 Which national courts deal with maritime claims?

The court of first instance in civil litigation concerning any matter covered by the Swedish Maritime Code is the Maritime Court. The Maritime Courts are thus a small number of ordinary District Courts which have been appointed to deal with maritime cases. There are currently seven such Maritime Courts in Sweden. A judge in the Maritime Court will have particular knowledge regarding maritime law; however, in all other aspects, the Maritime Courts and the procedure will be identical to the ordinary District Court.

Judgments from the Maritime Courts may be appealed to the Court of Appeal in accordance with the ordinary procedure; i.e., subject to a leave for appeal being granted. The Court of Appeal will have authority to decide on both legal and factual issues.

According to the Swedish Maritime Code (Chapters 9, 14 and 17), the Average Adjuster has mandatory jurisdiction in relation to certain issues, such as disputes between the insurer and insured in relation to a marine insurance.

6.1.2 Which specialist arbitral bodies deal with maritime disputes in your jurisdiction?

The SCC is the main arbitral body in Sweden and deals with maritime disputes, in addition to most other types of disputes.

In addition, the Nordic Offshore and Maritime Arbitration Association (“NOMA”) was established in 2017 on the initiative of the Danish, Finnish, Norwegian and Swedish Maritime Law Associations. NOMA has seen some initial success in a Nordic context, and we expect its importance to increase also in a Swedish context.

It may further be noted that *ad hoc* procedures under the Swedish Arbitration Act are also not uncommon within a shipping context.

6.1.3 Which specialist alternative dispute resolution bodies deal with maritime mediation in your jurisdiction?

The SCC deals with mediation regarding any civil dispute, including maritime matters. However, in our experience, such institutionalised mediation is relatively uncommon in a Swedish maritime context.

6.2 What are the principal advantages of using the national courts, arbitral institutions and other ADR bodies in your jurisdiction?

The Maritime Courts provide competent judges within the field of maritime law (however, not necessarily with any in-depth industry knowledge). The courts offer a structured and foreseeable process, including regarding procedural matters. Judgments from the Maritime Court can be appealed, and appeals will regularly be admitted, which of course takes time and leads to costs. In addition, since the Maritime Court is not a separate court, but rather a special competence vested in a few ordinary District Courts, the Maritime Courts are affected by the heavy workload of the ordinary courts, which may lead to longer processing times.

The SCC is a very well-established and internationally recognised arbitral institution and offers efficient proceedings. The parties may of course appoint arbitrators with sufficient knowledge and otherwise the SCC will normally appoint highly skilled and knowledgeable arbitrators. A Swedish arbitration award cannot be appealed (but of course can be challenged on procedural grounds), appeals “on point of law” are thus not permitted. Although this may entail some degree of risk, it also contributes to cost and time efficiency.

NOMA is a specialised maritime institution and is backed by very prominent individuals within the Nordic maritime law community. NOMA rules are intended to lead to very cost-efficient procedures.

Arbitral proceedings can normally be conducted in English, whereas the courts normally require that the entire proceeding be held in Swedish.

6.3 Highlight any notable pros and cons related to your jurisdiction that any potential party should bear in mind.

Sweden is a well-reputed venue for arbitrations, and the SCC rules as well as the Swedish Arbitration Act are regularly attended to and updated if deemed needed.

The procedures, in court as well as arbitration, are often less burdensome and less costly compared to other jurisdictions.

Sweden has long traditions within shipping and maritime law and possesses highly skilled lawyers within the field.

In terms of notable cons: the volumes of maritime law matters are lower than in some other jurisdictions, which has resulted in fewer practitioners; and the Maritime Courts are not organised as separate entities, which may lead to longer processing times.

7 Foreign Judgments and Awards

7.1 Summarise the key provisions and applicable procedures affecting the recognition and enforcement of foreign judgments.

A foreign judgment may be recognised and enforced under Swedish law if there is a treaty or a convention in place. For example, the Brussels I Regulation (Regulation 1215/2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters) and the Lugano Convention (Convention on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters) are both applicable in Sweden. Hence, judgments delivered within the EU or in Iceland, Norway and Switzerland are recognised and enforceable in Sweden.

Sweden is also a party to other conventions which allow the recognition and enforcement of judgments within certain specific areas of law.

Moreover, if there is a prorogation agreement to a foreign court, it is possible to recognise the foreign judgment unless the recognition would be in violation of Swedish public policy. In such case, the recognition would be carried out as a summary check of the foreign judgment in a Swedish legal action, which results in a (new) Swedish judgment based on the foreign judgment.

7.2 Summarise the key provisions and applicable procedures affecting the recognition and enforcement of arbitration awards.

Sweden is a party to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Recognition and enforcement of foreign arbitral awards is carried out pursuant to §§52–60 of the Swedish Arbitration Act.

8 Updates and Developments

8.1 Describe any other issues not considered above that may be worthy of note, together with any current trends or likely future developments that may be of interest.

There are no such issues or trends worthy of note in this regard.



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Anders Leissner has worked at a leading maritime insurance company for more than 20 years, which has given him broad and practical experience within a number of practice areas ranging from corporate governance to dispute resolution – both from a Swedish and international perspective. Anders has extensive experience in relation to sanctions issues, in particular with regard to how the sanctions legislation in the United States affects companies within the EU, which has included both risk assessments, contract issues and management of incidents in co-operation with Swedish and foreign public authorities. He has also participated in several international industrial organisations that have prepared sanctions clauses and other contractual terms and conditions for the shipping and insurance sector. In addition, Anders has several years' experience in respect of general legal advice for Swedish and foreign shipping companies.

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