

NEWSFRONT

GREEK SHIPPING INTELLIGENCE

4 September 2020

Vol. 21 / No. 33



LEGAL OPINION

Time Charter

In a time charter, the duties of the shipowner are to provide a seaworthy vessel, to effect loading and stowage, to sail keeping the itinerary ordered, to effect discharge and delivery of the cargo to receiver. In case the vessel is chartered in its entirety, the shipowner is also prevented from offering possible unused space to third cargo interests. Charterer's duty is to pay the hire.

Where we have a lawsuit for hire due, the lawsuit should refer to the time charter party to the agreed hire, transport work assumed and completion of its performance. Meeting these obligations are sufficient for a Court to be in a position to opine on the case.

Piraeus one-membered Court of Appeal Judgment no 364/ 2019, Judge: A. Anastasiou, Attorneys at law: G. Foskolos, El. Lappa, Maritime Law Review vol. 47, p. 17.

NOTE: The shipowner is responsible for the operation of the vessel. In the case under examination, the non paying charterer challenged the lawsuit alleging further particulars should be mentioned, eg nature and quantity of goods transported, means of discharge used, how goods were stowed. As already pointed out these are not needed by the court to opine on a lawsuit claiming hire due.

*The legal column was written by Manolis Eglezos, Attorney at law,
Manolis Eglezos & Associates Law Firm, Attorneys at Law and Consultants*