

# *M/V EVER GIVEN*: LEGAL ASSESSMENT OF THE CAUSES AND CONSEQUENCES OF THE ACCIDENT

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## ABSTRACT

The grounding of *M/V Ever Given* in the Suez Canal for six days led to an unprecedented perturbation to the supply chain of the maritime sector. Specifically, the sudden closure of the canal resulted in the delay of hundreds of vessels and subsequently to enormous claims and even, in some cases, loss of cargo. The *M/V Ever Given* was later impounded by Egyptian authorities for an initial claim of \$916 million and was released after three months when the Egyptian government and the managing company reached an agreement for compensation. This paper aims to assess the most prominent causes of the accident, locate the *causa proxima* that directly led to the accident and evaluate the impact of the relevant legislation under which the vessel was operated. Initially, the material facts regarding the state of the vessel, the canal, and external factors will be explored, and each action that possibly led to the accident will be analysed. The outcome of this analysis will provide the *causa proxima* of the accident, and then an evaluation will be made regarding the liabilities of each stakeholder. The analysis will continue with evaluating the impact of the national and international legal provisions that were in effect during the crossing of *M/V Ever Given* from the Suez Canal and with the assessment of a possible limitation of liability of the most liable party. The analysis will be based on the legal doctrine, evaluating relevant legislation and previous court decisions. Finally, in conclusion, measures will be proposed to be implemented, aiming to prevent the repetition of such accidents in the future.

*Keywords:* SCA, grounding, Hague–Visby Rules, COLREGS, *causa proxima*.

## 1 INTRODUCTION

Suez Canal's total closure due to the *M/V Ever Given*'s grounding set a historical precedent. Not only has it caused an economic uproar, but it has also erupted in multifaceted legal implications. Therefore, before carrying out a legal assessment of the rights arising from the accident, the priority is to find out the main cause that inevitably led to the accident. This is because it is the prerequisite for defining and assigning legal responsibilities and rights in order to clarify which articles of Hague–Visby Rules can be applied since, with them as a legal basis, the result of our inquiry will be judged [1].

The Suez Canal's closure, caused by the grounding on 23 March 2021 of the mega container ship *M/V Ever Given*, highlighted in the harshest way the uneven development of sea canals in relation to the ship repair industry and the enormous legal challenges of such incidents. In the seven days of non-operation of the canal, just under 400 ships with their cargoes were waiting to pass through the canal, creating multifaceted maritime claims and economic consequences. Below the *causa proxima* will be examined between the accident and the event preceding the accident along with: the respective attributions of responsibility, the legal consequences for the ship owner and the factors to which a ship owner should pay attention by studying the case study of *M/V Ever Given* [2].

As for the economic liabilities, it is estimated that, during the blockage of the canal, 12% of world trade or 30% of international container capacity was prevented from passing through or forced into a deviation solution from South Africa and the Cape of Good Hope [3]. Products, from cattle to crude oil and containerized cargo, worth almost USD 67.2 billion, remained in the canal, some of which were severely damaged [3]. Lost profits for the Suez Canal Management Authority are estimated to have been \$13–\$15 million per day.



According to the Freightos Baltic Index, “freight prices on the China/East Asia line to the Mediterranean have increased by 500% in March 2021” [4].

## 2 THE WARRING PARTIES AND DESCRIPTION OF THE ACCIDENT

### 2.1 Description of the Suez Ship and Canal

The *M/V Ever Given* flag of Panama is a container ship and is one of the largest in the world with a length of 399.94 m, a width of 58.8 m and a draft of up to 16 m, while its carrying capacity can reach 20,124 TEU where it has time chartered and still manages ten similar such ships [5].

The Suez Canal is an artificial waterway connecting the Red Sea with the Mediterranean and separating Africa from Asia, offering ships a direct route between the North Atlantic and the northern Indian Ocean through the Mediterranean and Red Seas, avoiding the passage of Africa (travel reduction of 5,500 nautical miles (nmi)) and the dangerous passage of the Cape of Good Hope. Its construction began in 1859, and the inauguration of the canal took place on 17 November 1869. The canal, which has a length of 120.11 nmi, is operated and maintained by the State Authority of the Suez Canal (SCA) of Egypt and allows ships with a maximum width of 77.5 m and 20.1 m draft to cross it. In 2020, more than 18,500 ships crossed the canal (51.5 per day on average). Also, in 2016 there was an extension of the canal, with a detour of 22 nmi to reduce transit time and almost double ship tonnage from 49 to 97 ships per day [6].

Concerning the rules of navigation, in accordance with Article 6 of the Rules for Navigation in the Suez Canal, it is submissive to use a pilot throughout the passage of the canal and for all ships.

However, in accordance with Article 4, the master, the owner of the ship and the charterer shall be liable for any damage or accident caused during the transit of Suez unless evidenced that this damage was not done intentionally or through error or negligence. This liability also applies to environmental damage, if any. As understood, the navigator is mandatory with an exclusively advisory role, signed by the master before entering the canal [7].

### 2.2 The chronicle of the accident

On 23 March 2021, the *M/V Ever Given* was sailing from Tanjung Pelepas to Marseilles through the Suez Canal, which it had crossed 22 times since its construction. On the morning of that day, the ship ran aground with the bow but blocked the entire width of the canal, interrupting traffic from both directions. According to the first estimates, powerful winds were blowing that exceeded 40 knots. In combination with the volume of the ship, they made it deviate from its course and unable to perform manipulations [1].

Immediately after the grounding, the channel authority banned traffic, which resulted in the congestion of at least 369 ships (which accounted for about 16.9 million DWT) until 29 March 2021, when they managed to release the ship and allow the passage of the canal again. The ship, after detachment, sailed towards the salt lake and, on 13 April, was seized by the Egyptian authorities at the request of the SCA, where they were seeking compensation of over \$916 million, including \$300 million for the ship’s detachment and \$300 million for “reputational damage”. On 7 July 2021 Egypt released the vessel following an agreement between the authorities and the ship-owning company for compensation [3].



### 3 POSSIBLE RESPONSIBILITIES FOR GROUNDING

#### 3.1 Definition of the canal and status of Suez

In order to understand where the blame lies, the type of water in which the ship was moving must be assessed. A canal is defined as any artificial – terrestrial – project often of great width and length in order to connect seas, lakes and rivers. Such canals, mainly used for waterborne transport, are also characterised as “floating canals” or navigational canals and are created for purposes, primarily commercial, by joining different All kinds of waterways can be navigated [8].

According to international law, “canals are artificial routes established within the territory of the state and subject to its sovereignty”, so freedom of navigation depends on the consent of that state. On the contrary, canals that are a passage of major sea routes and are of great interest in navigation in general, both during the war and during peace, such as the Suez and Panama Canal, are in an internationalised legal status where free passage applies [9].

Despite what has been mentioned above, the SCA allows passage through the Suez Canal to ships of all nations subject to compliance with the conditions set out in the navigation rules and explicitly states that all petitions and circulars will be issued by the SCA will be an integral part of these rules. Ships must also comply with the provisions of the SOLAS, MARPOL 73/78 International Regulations, as well as the requirements of the International Regulations for the Prevention of Collisions at Sea (COLREGS) and all laws, orders and regulations issued by the Egyptian government. Moreover, simply that they use the water of the canal, the masters and shipowners undertake to accept all the terms of the present and only sailing rules, by which they declare that they know and comply with these terms in all respects, comply with any requirement made for the purpose of their proper execution and adherence to the private Code of Signals of the SCA [10].

Finally, the SCA reserves the right to refuse access to the canal or to order the towing or escorting of ships considered dangerous for navigation in the canal. Pilotage is mandatory for all vessels unless the SCA approves it. The masters are held solely responsible for all damages or accidents resulting from the navigation or handling of their ships, for which, throughout the passage, they have exclusive sovereignty [7].

#### 3.2 Causa proxima

In order to find the causes of the incident, three very important factors will have to be analysed, which probably played a decisive role in the ship’s grounding. First, according to testimonies of the pilots, the captain and the crew, at the time of the accident, a sandstorm was underway in the area with powerful winds [11].

It was observed that winds of up to 70 knots prevailed, while due to the sandstorm, the wind was denser than usual as it contained many soil particles and dust. This, combined with the substantial volume of the vessel due to the container, makes it vulnerable to strong winds, making proper steering difficult [11]. It should also be noted that when the wind speed exceeds 10 m/s, the required angle of displacement of the rudder must exceed 35° for the ship to “hear”, which leads to the inability to provide adequate control [12].

Another factor that played a role was the speeding of the ship. The SCA accused the captain of speeding, which according to the Egyptian authorities, was the cause of the grounding. The ship did not have the required reaction time, and in combination with the disagreement between the master-navigator who heard from the VDR about the



steering wheel of the ship, a possible delay in order to change course may have led to the grounding [13].

It was also found that the ship's speed was increased compared to the usual vessel speed. Finally, the size of the vessel also played its part, as this particular ship is one of the largest ships in the world that sailed in enclosed waters because these ships are cumbersome in terms of manoeuvres and are easily affected by weather conditions (strong winds) [11].

In conclusion, if all three of the above factors are taken into account, it can be stated that the ship's grounding was almost inevitable. The most likely cause of the accident, however, was the strong wind, which was aggravated by a significant increase in the density of the air-dust mixture, resulting in a loss of control and loss of control – subsequent unpredictable behaviour of the vessel. Therefore, the only way to avoid the accident was to predict the wind speed and prohibit the ship from entering the Suez Canal if there was a risk of a sandstorm [12].

Because of the above, the straightness initially weighed on the principle of the canal as it allowed entry into the *M/V Ever Given*. At the same time, poor navigation conditions prevailed for ships of this type. Still, although the ship had a higher speed than it should have been, the traffic of the vessels was monitored from the beginning of the canal and by the navigators on board [13].

However, although while the channel is artificial, the responsibility for whatever happens is held by the master, which is signed before entering the canal. So, the master is obliged to intervene if he saw something wrong with the ship's course or the dangerous weather conditions [7].

## 4 LEGAL ASPECTS

### 4.1 Legal assessment of the arguments stated by the parties

This section is important for the subsequent attribution of the limits of the legal rights of each side depending on which of the events is considered to be the *causa proxima*, that is, the direct cause that inevitably caused the accident, i.e., the direct cause is not simply closer in time to the loss, but is more comparable in effectiveness to bring about the accident, as in the *Leyland Shipping Co Ltd v. Norwich Fire Insurance Society Ltd* case [14]. In particular, at the 101st km of the canal and the narrowest point of this ocean liner, the *M/V Ever Given* lost control, causing the ship to run with its bow on one side of the canal and due to its rotation on the channel to block traffic. According to its characteristics, it is a mega containership, among the ten largest container ships in the world [15].

The guaranteed depth of the Suez Canal is 24 m, and the width at a depth of 11 m reaches 225 m. Therefore, a vessel less than 200 m long should not face difficulties crossing. Furthermore, the turn of the 400 m vessel by only 40° completely clogs the canal, which happened on 23 March 2021 [16]. According to scientific research, two main theories have been formed about the *causa proxima* of the accident. On the one hand, it is the approach that the accident was caused due to adverse and unpredictable weather conditions [12], with the opposite view blaming the naval incident on the master's mishandling and inadequate decision-making ability, therefore on human error and therefore on the ship's unseaworthiness [17].

Thus, the grounding has been attributed to the narrow canal in some sections, the size of the ship, the strong winds, poor operation and violations of navigation rules. Shortly after the accident, the positions of the involved parts were different and rivalled to some extent.



However, initially, the technical problems of the ship were pointed out as the primary cause of the accident [11].

Suez Canal authorities blame the high-speed and the rudder design for the ground of the MV *Ever Given*. According to the SCA, when passing through the spot, the ship was moving at a speed of 25 knots when it should have been 8–9 knots. Also, the SCA argued that the Suez Canal has large straight sections in the accident area. Therefore, it requires restrictions on the angle of deviation of the vessel from the axis of the runway, which is determined by the capabilities of the steering device; The rudder was not aligned, and the size of the ship was not suitable for the size of the crossing point. For all the above, the SCA argued that it was the choice of the master of the ship not to let trained pilots of the canal board the vessel to navigate it safely as they were aware of the peculiarities of navigation of the points there. Wind speed at that time was recorded at 40 knots, but the SCA argued that this was not the only reason the ship ran aground [18].

On the other hand, the ship's interest side argued that according to the investigation, the strong winds through the ship off course and then a series of orders from pilots worsened the situation, leading the vessel to crash on both banks of the canal. In addition, the SCA violated the Navigation Rule Section II, Art. No. 11 (navigation) regarding the development of tugs next to any vessel of the size of the *Ever Given* while navigating the channel to avoid direct collision with the channel embankment [19].

In addition, the ship's interest side argued that the real cause of the accident was the loss of control and the subsequent unpredictable behaviour of the vessel due to the extreme and unexpected weather conditions that prevailed at that time. This is because, by the competent authorities, as long as there was a risk of sandstorm [20].

In defence of their position, the ship's interests side briefly argued the following: *Passing through the Suez Canal, the vessel entered the area of a dust storm accompanied by an increase in wind speed and a decrease in visibility. Sandstorms in this region are frequent and no less severe and fraught with consequences than snowfall on the Strait of Kara and the Vilkiisky Strait on the Northern Sea Route* [12].

A dust storm can last from several hours to two or three days. An accident similar to the one in the Suez Canal can occur in any other place and with any boat that has a sufficiently large relative exposed to the wind area (or wind area) moving under the influence of the wind [18].

The effect of the wind on the parameters of the ship's movement directly depends on the ratio of its areas above the water and the underwater body. The presence of deck containers significantly increases the wind area of the vessel. Thus, with an increase in load capacity, wind's effect on movement parameters increases significantly [11], [12].

As noted earlier, while passing through the Suez Canal, the vessel entered the area of a sandstorm that was accompanied by an increase in wind speed. The flow of air during a sandstorm contains a large number of soil particles and dust. Consequently, the density of such a suspension is greater than the density of the usual flow generated in the wind tunnel when determining the aerodynamic characteristics of the body. Thus, the presence of sandy suspension in the air can impair the vessel's manoeuvrability [17] and lead to a loss of control even at a safe wind speed of 9 m/s, as identified in one of the SCA's main arguments [12], [21].

#### 4.2 Possible liability for delays and damages of goods: Cargo claimants

A large part of the legal claims rests with the owners of the cargo owners that were transported with the *M/V Ever Given*, otherwise with the bill of lading holders. The



mandatory legal framework is the application of the Hague–Visby Rules, where the latter are mentioned as terms in the unique contract between the carrier (*M/V Ever Given*) and the shipper (cargo owner), which is the bill of lading – as in *The Ardennes* case [22]. According to Art I r. (1)(g). Article X of the HVR states these are mandatory to apply to bills of lading. Also, HVRs are applicable in this case because, at the time of the accident, the cargo was “under the ship’s tackle”, as in the *Pyrene v. Scindia* case [23].

According to Article III r.6 HVR, the owners of the cargoes have one year, starting from the day on which the products were delivered, as in *The Sonia* case [24], and during which they can take legal action against the carrier. In *The Aries* case [25], the cargo owners’ claim had ceased to exist under Art. III r.6 and could in no way be entered into court proceedings by the defence or set-off. In addition, the cargo owners do not have the right to apply to the court to extend this deadline [22]. A robust legal basis, in accordance with the provisions of the immediately preceding chapter, for the owners of cargoes located on the *M/V Ever Given* is Article III rule 1 HVR, in which the carrier is obliged to exercise due diligence before and at the start of the trip, as in *Maxine Footwear Co Ltd* case [26], to keep the ship in a seaworthy condition, where the seaworthiness includes the physical condition of the vessel and the level of manning and management of the vessel.

An essential element for these cargo owners is this obligation of the carrier – owner or charterer of the *M/V Ever Given* that introduces Article III r.1 HVR is a personal duty of care, as in *The Amstelstot* case [27]. Therefore they cannot transfer this obligation, therefore, cannot be waived by this obligation, as in *The Muncaster Castle* [28], by facilitating the work of the owners of consignments. The difficulty for the cargo owners is that according to Article IV r.1, they bear the burden of proving the unworthiness of the *M/V Ever Given* and the causal link between unworthiness, blocking the canal and causing damage to their cargo. In the case of *M/V Ever Given*, there is an objective difficulty in proving the unworthiness as almost all reports of maritime investigation casualties are inaccessible for the retrieval of data, there is a strong opposing view as to the root cause of the accident, and therefore there is serious difficulty in establishing a causal link between the unworthiness and the damage to the cargoes [29].

Cargo owners must remember that if they fail to prove the lack of due diligence, the exceptions of Article IV r.2 HVR will be made available to the shipowner, as in *The Hellenic Dolphin* case [30]. Finally, it is essential for the owners of cargo that any term in the contract of carriage, in this case, on the bills of lading, which is intended to relieve the carrier of the liability or to reduce the liability of the airline, is invalid (Article III r.8 HVR). The judgment in *The El Greco* case is significant, where the court deleted such a contractual clause [31].

#### 4.3 Possible liability for delays and damage to goods:

##### Cargo claimants of deviated vessels and other vessels

First of all, it should be said that eight ships transporting animal stock (live animals) were immobilized due to the accident due to the accident. However, according to Article I(c) HVR, the category of live livestock is excluded from the application of HVR, which does not cover it, so the owners of this load will have to find another legal route to be compensated [3].

Another related issue is that many ships were forced to change course, doing a deviation, using longer sea routes. Many ships have abandoned their original route, diverging to the nearest but longest route – the Cape of Good Hope – to avoid further delays. In the cost of container shipping. Considering that Europe occupies the highest percentage of containers in the world’s maritime trade with 23%, the blockage leads to an increase of more than 10% in

the cost rate per container. Of course, the above economic losses cannot be claimed through HVR [32].

Deviation options caused a delay in delivering the goods to the cargo owners. It is noted that according to Article IV r.4, the HVR allow deviation from the original course to save life or property or for any “reasonable deviation”; the objective navigation difficulties posed by the canal’s blocking must be considered to fall into the category of “reasonable deviation or deviation for reasonable reasons”, while also applying the case-law rule laid down in *Reardon Smith Ltd. v. Black Sea and Baltic General Ins. Co.* [33], where it was stipulated that the appropriate route is the direct geographical route (Suez Canal), but if the data are sufficient (total and lasting Suez blockage) to document a practice to follow a particular route (Cape of Good Hope), then this use of the route is not a deviation. The latter judgment clarified the facts of the earlier case law of *Stag Line v. Foscolo* [34], which defined the reasonable deviation that a prudent person would make after taking into account all the relevant circumstances and the contractual obligations and interests of all parties. In this case, the interests of all parties and the surrounding circumstances justified the deviation from the Cape of Good Hope, especially when this deviation had been organized before the ship sailed from the port of departure, so it is considered a *sine qua non*-convincing, as in *The Al Taha* case [35]. This is because, as many ships did after the first day of Suez’s blockage. Therefore, it is concluded that cargo owners have no legal basis for claiming damages from their carriers who were late in delivering their goods to them due to deviation.

#### 4.4 Possible liability for delays and damages of the goods:

Possibilities of limitation or discharge of liability by the carrier

According to what has been said earlier, regarding the carrier’s claims (*M/V Ever Given* interests) that the accident is due to the unexpected and unique weather conditions prevailing in the area, the carrier may find a legal means of defence in Article IV r.2 (c)–(p), i.e. to invoke a danger to the sea (the weather conditions described above) and to exclude its liability towards the owners of cargo [36].

According to recent scientific articles mentioned above, these weather conditions of the sandstorm, in combination with the unprecedented size of the ship, offered, in the opinion of experts, these exceptional risk conditions, so the carrier must be exempted from any damage suffered by the goods transported by it. However, to rely on this exemption, the carrier must prove in any case that the marine hazard that caused loss/damage was unpredictable, so knowledge of the weather is a crucial factor in determining whether the carrier can rely on the exemption or is negligent, For weather conditions. Usually, the latter had to deny him entry to the canal [7], [21].

Of course, if it is proved that the carrier has violated the obligation to maintain the airworthiness of the ship Art III r. one then they cannot use the exceptions to the liability introduced for them by Article IV r.2 (c)–(p), in accordance with the case-law set by *The Kapitan Sakharov* case [37].

## 5 JUDICIAL DECISIONS ON SIMILAR INCIDENTS

In order to reach a safe conclusion about the vulnerabilities to be attributed to *M/V Ever Given*, similar cases of accidents that occurred in the canal and the logic of court decisions should be considered.

First, the case of *M/V Panamax Alexander* will be analysed. On the evening of 15 July 2018, a convoy of eight ships sailed to the Suez Canal in a north–south direction. At about 17:50, the *M/V Aeneas*, in charge of the convoy, had a problem with the engine and was



forced to anchor in the channel because it blocked the traffic. This caused the rest of the vessels further north to take measures to either dock or anchor, initially with the *M/V Sakizaya Kalon* (7th of the series). At the time of the collision, the *Sakizaya Kalon* was anchored on the east bank of the canal, while in front of him was another boat, the *M/V Osios David*, which was also anchored but on the west bank. During the first collision, the two vessels moved forward and collided with *Osios David*, forcing the closure of the main waterway for several hours [38].

As a result, three legal actions were filed. *Sakizaya Kalon*'s owners did the first against *Panamax Alexander*'s owners. The second was by *Osios David*'s owners against *Panamax Alexander*'s owners. The third is by *Osios David* against the owners of *Sakizaya Kalon*. *Panamax Alexander* argued that it could not anchor as it was in an area with undersea cables while accusing the ships *Sakizaya Kalon* and *Osios David* of not notifying it in time that they had anchored. However, the court found *Panamax Alexander* 100% responsible for the accident (which is extremely rare for conflict cases), as Judge Teare found that *Panamax Alexander* had failed to comply with the Collision Avoidance Regulations (COLREG) and, in particular, Rules 5, 7 and 8 [38].

The judge found that "the conflict between *Panamax Alexander* and *Sakizaya Kalon* is due to the failure of *Panamax Alexander* to recognise the risk of collision and the subsequent failure of the *Panamax Alexander* to anchor before the field KM 149 (i.e. before the underwater cables/conductors). Moreover, having failed to anchor before the proper zone as a prudent master would, the *Panamax Alexander* also failed to drop its anchors in time when it could (within the KM 149 field), and this contributed decisively to the collision" [38].

In yet another similar case, the *M/T Tropic Brilliance* had blocked the Suez Canal for three days, causing damage of millions of dollars. The reported ship loaded with 142,000 tons of crude oil was sailing on 6 November 2004. However, during the passage of the canal and according to the torment of the navigator, the rudder was damaged, resulting in the ship running aground on the right bank and preventing the passage of another vessel. After the impact of the *Tropic Brilliance*, dozens of merchant ships were trapped at the two entrances to the canal. One of them, a tanker of Greek interests, was at the anchorage of Port Said, waiting to sail from north to south. The Greek company asked for compensation for the ship's expenses for as long as it was anchored (expenses for the crew's payroll, catering, insurance coverage, etc.) [39].

After the accident, the *Tropic Brilliance* sailed for repair in Eleusis, so it was agreed between the two sides that the civil dispute would be resolved in the Multi-Member Court of First Instance of Piraeus, where Egyptian law and Greek procedure were applied. The court decision came out after ten years. It held *Tropic Brilliance* responsible for the accident, forcing it to pay compensation of €176,000, rejecting his claims that the Greek company would have spent those sums on the operation of the ship anyway [39].

From the above mentioned cases, it can be concluded that the responsibility constantly burdens the ship and the captain, even though Egyptian navigators were at the wheel at the time of the accidents and had control of the vessel. Moreover, the court rulings rejected the directness of the pilots and the canal principle, not counting their contribution to these accidents.

## 6 INDEMNIFICATION

After the blockage of the canal, questions arose as to the compensation for the delays of the remaining ships and the damage that may have been caused to their cargoes. It is estimated that about 400 ships were "stranded" due to the grounding. All those delayed ships could bring legal action against either the vessel or the Suez Canal, whoever is responsible.





However, it should be considered which ships were already waiting for their turn when the accident occurred, as the passage is artificial and ships that arrived after the incident – and while they had the possibility of an alternative route – it is not reasonable to ask for compensation [40].

Moreover, even for ships that were moored and waiting to cross the canal before the incident, they could only claim compensation for their cargo in the event that they had “Institute Cargo Clauses A” type insurance that also covers the cargo of the vessel [41].

As assessed above in similar incidents, the perpetrator of the accident was called upon to compensate a ship that was late to pass the canal. So paralysed, the incident of the *M/V Ever Given* is very complicated, with many vessels delayed. Moreover, as thousands of different parties are involved (e.g. cargo and ship owners, insurance companies), the settlement process likely takes a long time because it is a complication [42], [43].

Finally, due to the complexity of the incident and a large amount of compensation expected to be demanded, the guilty side will be almost impossible to cope with, while it is almost certain that it will support the existence of force majeure in order to renounce the liability. But even if force majeure is not established, the owners of cargoes or charterers will likely not be compensated because they delayed waiting to pass or chose to make the significantly more time-consuming circumnavigation of Africa [36], [39].

## 7 CONCLUSIONS

As already mentioned, this paper examined and evaluated the possible responsibilities for delays and damage to the cargo during the grounding of the *M/V Ever Given* in the Suez Canal.

Initially, the legal status of the canal was analysed. It was evidenced that, while the Suez Canal management authority makes it mandatory for a pilot to be present on every ship passing through it, the pilots have a purely advisory role throughout their presence on board. However, they are essentially the ones who are in control of the vessel and are renouncing themselves for any accident that may arise. Also, the masters take on the entire burden of the liability for any accidents that occur, which they sign before entering the canal. At the same time, the beginning of the canal can be refused entry to the channel for someone who feels they do not comply with the regulations.

In addition, the most likely causes of the accident were analysed, and it was evidenced that the most likely cause was the combination of the high speed that the ship had and the powerful winds blowing by it. However, it is evident that the accident could have been avoided with proper prevention measures installed.

Additionally, the possible claims for compensation have been evidenced and how complicated the situation is because of the large number of ships affected by this event has been recognised. Halted ships, waiting their turn to pass through the canal and without the alternative route option, could claim compensation from the culprit and based on previous incidents, could be compensated even in part.

Finally, it can be concluded that the Suez Canal management authority is responsible for the grounding because it permitted the ship to enter the canal, which could have been refused while poor navigational conditions prevailed. However, the most likely scenario is that the captain will be found guilty of the grounding, initially because it was evidenced that in similar accidents, the court did not lay any responsibility to the SCA but also on the pilots, as the master signs that he is responsible for any accident that occurs, and most importantly because even if the canal management authority and also the pilot made wrong actions, the master has the so-called “Override Authority” for cases where he deems that there is a danger to the crew or the ship, so if he judged that the weather conditions were not suitable or the pilot was





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