International Comparative Legal Guides

Shipping Law 2026

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14th Edition

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Romania


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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

Collision liability is governed mainly by the 1910 Brussels Collision Convention and the Convention on the International Regulations for Preventing Collisions at Seas, 1972 ("COLREG 1972"), which supplies the navigational standard for assessing each vessel's conduct. Liability is fault-based and apportioned by contributory fault; if the degree of fault cannot be established, liability is shared equally. In a purely accidental collision, each vessel bears its own loss.

Civil jurisdiction follows the 1952 Brussels Convention on Civil Jurisdiction in Collision Matters, while penal jurisdiction follows the parallel 1952 Convention, subject to Romania's reservation for offences in its territorial sea. Incidents in Romanian internal waters or territorial sea fall within Romanian jurisdiction under Law 17/1990 and the United Nations Convention on the Law of the Sea ("UNCLOS"). The Civil Code, the Commercial Code and Government Ordinance ("G.O.") 42/1997 may also apply. COLREG 1972 breaches, pilotage and port rules and harbour master findings are central to liability.

(ii) Pollution

Pollution liability and response are governed chiefly by the International Convention for the Prevention of Pollution from Ships ("MARPOL 73/78"), the International Convention on Civil Liability for Oil Pollution Damage ("CLC 1992"), the 2001 Bunkers Convention, the International Convention on Oil Pollution Preparedness, Response and Co-operation ("OPRC 1990"), the Bucharest Convention for the Protection of the Black Sea Against Pollution, Law 17/1990, G.O. 42/1997 and the national response plan approved by Government Decision ("G.D.") 1593/2002.

The applicable regime depends on the pollutant and vessel. CLC 1992 covers persistent oil carried as cargo by tankers and imposes strict liability on the registered owner, subject to convention defences and limits. The 2001 Bunkers Convention covers bunker oil pollution from seagoing vessels, particularly non-tankers. MARPOL 73/78 sets ship-source pollution standards, while OPRC 1990 governs preparedness, reporting, response and cooperation. Authorities may require immediate reporting, restrict navigation or port operations, order prevention or clean-up measures and coordinate response. The responsible party may face civil liability, administrative measures and, where statutory conditions are met, criminal investigation.

(iii) Salvage / general average

Salvage is governed mainly by the 1989 Salvage Convention and G.O. 42/1997. It may be performed contractually, but the Convention remains relevant where no agreed terms apply or the reward is disputed.

The reward follows "no cure, no pay" and is assessed under Article 13 of the Convention by reference to salved value, success, danger, skill and efforts, risks, time, expenses, equipment and environmental benefit. Article 14 of the Convention allows special compensation where the ordinary reward does not cover expenses in operations involving environmental risk. The Romanian Naval Authority and competent harbour master may coordinate or order measures to save life, vessel, cargo and the marine environment. Salvage claims are time-barred after two years under Article 23 of the Convention.

General average is mainly contractual. The York-Antwerp Rules apply if incorporated into the charterparty, bill of lading, sea waybill or insurance documents. Extraordinary and reasonable sacrifices or expenses made for the common safety are shared between benefited interests, without prejudice to separate fault-based claims.

(iv) Wreck removal

Romania is party to the Nairobi International Convention on the Removal of Wrecks 2007 ("WRC"), implemented by Law 31/2016. Wreck removal is also regulated by G.O. 42/1997 and by Romanian maritime and port authorities. Where a ship is sunk, stranded, abandoned or otherwise creates a hazard to navigation, port operations, offshore infrastructure or the marine environment, the authority may require the owner or operator to mark, remove, refloat, neutralise or render the wreck harmless. If the owner or operator fails to act, the authority may intervene and recover reasonable and proportionate costs, subject to limitation.

Under the WRC, the registered owner is strictly liable for locating, marking and removing the wreck. Vessels of 300 GT and above must maintain insurance or other financial security, and direct action may be brought against the insurer or guarantor within the Convention limits.

(v) Limitation of liability

Romania is party to the Convention on Limitation of Liability for Maritime Claims 1976 ("LLMC"), as amended by the 1996 Protocol, implemented by Law 284/2006.

Shipowners, charterers, managers, operators, salvors and liability insurers may limit LLMC claims unless Article 4 applies: intent to cause the loss; or reckless conduct with knowledge that such loss would probably result.

Limitation depends on the claim: general maritime claims fall under the LLMC; oil and bunker pollution may fall under CLC 1992 or the 2001 Bunkers Convention; and passenger claims under the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea ("Athens regime") and Regulation (EC) 392/2009. Wreck removal requires separate analysis because the WRC, Romanian law and the LLMC may interact differently. Limitation may be pleaded without first constituting a fund, but in arrest cases the vessel usually remains exposed until acceptable security is provided or a fund is constituted.

(vi) The limitation fund

A limitation fund may be constituted before the competent Romanian court by depositing the limitation amount or providing court-approved security. A Protection & Indemnity ("P&I") Club letter of undertaking may be acceptable if agreed by the claimant or accepted by the court, depending on issuer, wording, amount, duration, governing law and enforceability.

Once accepted, the fund centralises eligible claims, enables proportional distribution and may support release of arrested assets or prevent parallel enforcement, subject to the court's order and the applicable convention.

1.2 Which authority investigates maritime casualties in your jurisdiction?

The technical safety investigation is carried out by the Safety Investigation Structure ("SIPS"), a permanent specialised body within the Ministry of Transport designated under Government Emergency Ordinance ("G.E.O.") 87/2011, which transposes Directive 2009/18/EC.

SIPS does not determine liability. Its role is to identify the causes and circumstances of the casualty and issue safety recommendations. It remains separate from judicial, regulatory, insurance or other fault-based investigations.

Depending on the casualty, parallel inquiries may be conducted by the Romanian Naval Authority, through the competent harbour master's office, and, where there is loss of life, injury, significant pollution or suspected criminal conduct, by criminal investigation bodies. Port authorities, environmental authorities, the Border Police, emergency response bodies, customs authorities and the Romanian Agency for Maritime Search and Rescue ("ARSVOM") may also be involved.

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

Romanian authorities may act immediately where a casualty threatens life, navigation, port operations, the marine environment, port infrastructure or coastal interests. Their powers derive mainly from Law 17/1990, G.O. 42/1997, G.E.O. 87/2011, G.D. 1593/2002, the International Convention on Maritime Search and Rescue ("SAR 1979"), implemented by G.O. 115/1998 and Law 31/1999, and the applicable International Maritime Organization ("IMO") and EU framework.

They may require incident reports, vessel and engine logs, voyage data recorders/simplified voyage data recorders ("VDR/S-VDR"), automatic identification system ("AIS"), electronic chart display and information system ("ECDIS"), certificates, class records, cargo and bunker documents, crew statements and communications records. They may inspect the vessel, preserve evidence, request explanations and impose operational measures.

The Romanian Naval Authority exercises port and flag state control, including detention, inspection, navigation restrictions, refusal or conditional granting of port clearance, pollution-prevention measures and orders to shift the vessel. Casualty response may also include search and rescue through ARSVOM, anti-pollution deployment, salvage or towage instructions, wreck marking or removal and financial security where permitted by law. In actual or imminent pollution cases, the OPRC 1990 system under G.D. 1593/2002 may be activated.

The safety investigation remains separate from liability proceedings, although evidence collected during the response may be relevant later, subject to confidentiality and admissibility rules.

2 Cargo Claims

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

Romania is a contracting state to the United Nations Convention on the Carriage of Goods by Sea 1978 ("Hamburg Rules") through Decree 343/1981. The Hamburg Rules apply to international contracts of carriage of goods by sea where the relevant connecting factors are met, including where the port of loading or discharge is in a contracting state, the transport document is issued in a contracting state, or the contract incorporates the Rules or the law of a state giving effect to them. They do not apply to charterparties as such, but may apply to bills of lading issued under a charterparty when governing the relationship between the carrier and a non-charterer holder.

Domestic cargo claims may also be governed by the Commercial Code, the Civil Code provisions on carriage, G.O. 42/1997 and the Civil Procedure Code. In practice, claims may arise under bills of lading, sea waybills, charterparties, booking notes, terminal documentation or, where appropriate, tort.

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

Where the Hamburg Rules apply, the carrier is responsible while the goods are in its charge at the port of loading, during sea carriage and at the port of discharge. It is liable for loss, damage or delay occurring within that period unless it proves that it, its servants or agents took all measures reasonably required to avoid the occurrence and its consequences.

The claimant must prove title or interest in the cargo, receipt by the carrier and the relevant loss, damage, shortage or delay. The carrier may rely on statutory or contractual defences, causation, shipper's fault, inadequate packing, inherent vice, documentary reservations and limitation.

For loss of or damage to goods, liability is limited to 835 units of account per package or shipping unit, or 2.5 units of account per kilogram of gross weight lost or damaged, whichever is higher. Delay liability is capped at two and a half times the freight payable for the delayed goods, without exceeding the total freight under the contract. The right to limit is lost where the loss, damage or delay resulted from intentional or reckless conduct, with knowledge that such loss would probably result.

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

The carrier may claim against the shipper where inaccurate, incomplete or misleading cargo particulars cause loss, fines, delay, operational costs, vessel damage, third-party claims or exposure to authorities. Under the Hamburg Rules, the shipper guarantees the accuracy of particulars supplied for the bill of lading, including the nature of the goods, marks, number, weight and quantity, and must indemnify the carrier for losses caused by inaccuracies, without reducing the carrier's liability towards third parties.

For dangerous goods, the shipper must mark or label the goods and inform the carrier of their dangerous character and any necessary precautions. If it fails to do so, it may be liable for resulting loss, and the goods may be unloaded, destroyed or rendered harmless without compensation. In practice, claims commonly arise from misdeclared weight, undeclared dangerous goods, poor packaging, inaccurate customs or port documents, sanctions issues, false electronic declarations or cargo data inconsistent with the International Maritime Dangerous Goods ("IMDG") Code, which is mandatory under the International Convention for the Safety of Life at Sea ("SOLAS") and linked to MARPOL 73/78 Annex III.

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

The applicable time limit depends on the contract, route, transport document and governing regime. Where the Hamburg Rules apply, any judicial or arbitral claim relating to the carriage of goods is time-barred unless commenced within two years. Time runs from delivery of the goods or part of them, or, if no delivery occurred, from the last day on which delivery should have taken place; the starting day is excluded.

The two-year period may be extended by written declaration of the party against whom the claim is made. Indemnity claims may still be brought after that period if commenced within the time allowed by the law of the court hearing the claim, which may not be less than 90 days from settlement of the claim or service of proceedings against the party seeking indemnity.

Notice requirements are separate from limitation. Under the Hamburg Rules, late notice of apparent or non-apparent loss, damage or delay may have evidential consequences, but does not replace commencement of proceedings within the limitation period. Claims outside the Hamburg Rules must be checked under Romanian limitation rules and any valid contractual time bar.

3 Passenger Claims

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

Passenger claims in Romania are governed primarily by Regulation (EC) 392/2009, which gives effect to the Athens regime as amended by the 2002 Protocol, where the relevant scope and connecting factors are met. The regime covers claims for death, personal injury and loss of or damage to luggage.

For death or personal injury caused by a "shipping incident", including shipwreck, capsizing, collision, stranding, explosion, fire or a defect in the ship, the carrier is strictly liable up to the applicable threshold and must maintain compulsory insurance. Where the statutory conditions are met, a direct action may also be brought against the insurer or financial security provider. For non-shipping incidents, fault or neglect must generally be proven. Liability may be limited, unless the loss resulted from intentional or reckless conduct.

Regulation (EU) 1177/2010 may also apply to delay, cancellation, assistance, information duties and non-discrimination, including in relation to passengers with reduced mobility.

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

The main instruments are the Athens regime 2002 Protocol, to which Romania acceded by Law 34/2014, Regulation (EC) 392/2009, Regulation (EU) 1177/2010 and, where relevant, the LLMC as amended by the 1996 Protocol.

Domestic law may also apply, including the Civil Code, the Civil Procedure Code, G.O. 42/1997, G.O. 21/1992 on consumer protection and G.O. 2/2018 on package travel. SOLAS may inform the assessment of safety obligations, but is not a passenger compensation regime.

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

Under the Athens regime, claims for death, personal injury or loss of or damage to luggage are generally time-barred after two years. For personal injury, time runs from disembarkation. For death during carriage, it runs from the date when the passenger should have disembarked. If an injury suffered during carriage later causes death, time runs from death, subject to a three-year long-stop from disembarkation. For luggage claims, time runs from disembarkation or the date when disembarkation should have occurred, whichever is later.

Suspension and interruption are governed by the law of the court seised, subject to the Athens regime long-stop limits. Claims under Regulation (EU) 1177/2010, package travel rules or Romanian consumer law must be checked separately, as they do not replace the Athens regime time bar for accident-based passenger claims.

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?

The main security remedy is conservatory arrest of a vessel within Romanian jurisdiction, governed by the 1952 Brussels Arrest Convention, the Civil Procedure Code and, where relevant, the 1926 Brussels Convention on Maritime Liens and Mortgages.

The claimant must show a maritime claim, a sufficient link between the claim, the vessel and the liable party, and the conditions for interim security. In urgent cases, arrest may be sought before merits proceedings, provided that the claimant files the substantive claim or commences arbitration within 20 days from the arrest order. The competent court is the tribunal where the vessel is located, regardless of the forum hearing the merits.

Arrest applications are dealt with urgently. If granted, the order is enforced through the harbour master, who immobilises the vessel and withholds the documents required for navigation and departure. A vessel legally "ready to sail", where the master already holds the certificates and departure permit, may not be arrested under the special Romanian procedural rule.

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?

Yes, in principle. Claims for goods or materials supplied for a vessel's operation or maintenance are maritime claims under the 1952 Brussels Arrest Convention, and bunkers normally fall within that category. However, arrest depends on the link between the claim, the vessel and the party liable for the debt. If the owner ordered the bunkers, the position is usually straightforward. If they were ordered by a time charterer, manager, intermediary or bunker trader, the contractual chain and Romanian procedural requirements must be reviewed carefully.

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

Yes, where the claim concerns title to, ownership, possession, co-ownership, mortgage or another proprietary right in the vessel, as such claims fall within the maritime arrest framework. Pure unpaid-price or damages claims under a sale and purchase agreement require separate analysis; absent a recognised maritime claim or proprietary link, the claimant may need to rely on general conservatory measures against the debtor's assets rather than arrest under the 1952 Brussels Arrest Convention.

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?

If the debtor is not the vessel owner or demise charterer, the claimant must identify the debtor's assets or a valid security right. Romanian law allows conservatory measures over the debtor's assets, receivables or rights, including garnishment of sums owed by third parties.

The Civil Procedure Code also allows the legitimate holder of a bill of lading to arrest the goods represented by that bill and located on board a vessel. Contractual or legal liens over cargo must be assessed by reference to the bill of lading, charterparty, terminal terms, applicable law and possession or control of the cargo. Maritime liens and mortgages remain relevant for priority and enforcement under the 1926 Brussels Convention on Maritime Liens and Mortgages, ratified by Law 43/1937.

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

Cash deposits with the court, bank guarantees and P&I Club letters of undertaking are routinely accepted in practice, in wording satisfactory to the court and to the arresting party (including as to jurisdiction, enforceability, duration and amount). Security is typically required to cover the principal claim, interest and a reasonable provision for costs.

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

Under the general rules on conservatory arrest, the court may require a security to be provided by the claimant. For security, the court will look at the nature of the claim, the evidence, urgency, the value of the claim and the risk of damage to the shipowner if the arrest later proves unjustified.

Where the claim is not evidenced in writing, security is mandatory and is generally set at half of the claimed amount.

Failure to lodge the security within the time fixed by the court leads to the automatic termination of the arrest.

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

During arrest, the vessel is immobilised by the harbour master and may not leave the port or roadstead. The owner, operator and master remain responsible for its safety, maintenance and management, including safe manning, insurance, port dues, bunkers, pollution prevention and safety compliance. The court may order urgent measures to protect port traffic and public safety and, in specific circumstances, authorise one or more voyages, subject to preventive measures, registration formalities and allocation of the resulting freight.

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?

A vessel owner may challenge the arrest, seek release against sufficient security or request lifting where statutory requirements are not met or the main action is not commenced in time. Damages for wrongful arrest are assessed under Romanian civil liability and abuse of process principles. The owner must prove that the arrest was unlawful, abusive or lacked proper legal basis, as well as damage, causation and fault. Recoverable losses may include loss of use, port costs, guarantee costs, operational disruption and other proven losses. The later failure of the claim does not automatically establish wrongful arrest.

4.9 When is it possible to apply for judicial sale of a ship and what is the procedure for judicial sale?

Conservatory arrest is a security measure and does not itself lead to judicial sale. Sale normally becomes available at the enforcement stage, after the creditor obtains an enforceable title, or in other cases expressly permitted by law.

The procedure follows Romanian enforcement rules adapted to the vessel's nature and registration regime, and usually involves bailiff enforcement, identification and valuation, sale publicity, auction or another legally approved sale method, transfer of title and distribution of proceeds. Distribution must reflect maritime liens, mortgages and other priority rights under applicable conventions and Romanian law.

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?

Romanian procedure does not provide broad pre-action disclosure comparable to common law discovery. However, a party may seek preservation of evidence before or during proceedings where evidence may disappear, be altered or later become difficult to administer.

In maritime cases, this may cover witness testimony, expert surveys, vessel or cargo inspection, sampling, photographs, class and repair documents, cargo documents, logbooks, VDR/S-VDR, AIS, ECDIS, engine records, very high frequency ("VHF") recordings, CCTV and terminal records. Urgent factual findings may also be recorded by a bailiff or court order. Where evidence is located in another EU Member State, Regulation (EU) 2020/1783 may assist cross-border evidence-taking.

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

Romanian procedure does not impose broad disclosure obligations of the common law type. Each party files the evidence on which it relies, and the court may order the production of specific documents held by a party, a third party or a public authority, where those documents are relevant to the dispute.

The request must be targeted, relevant and proportionate. A party may resist production on recognised grounds, including confidentiality, legal privilege, data protection, public interest or exposure to criminal liability. An unjustified refusal may lead to adverse evidential consequences or procedural sanctions. The same rules apply to maritime disputes.

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

Romanian law does not have a separate e-discovery regime. Electronic evidence is admissible if it is relevant, intelligible, authentic and its integrity can be verified.

In maritime disputes, electronic evidence is often critical and should be preserved immediately, particularly VDR/S-VDR data, AIS, ECDIS, e-mails, electronic logs, etc. Where authenticity or integrity is disputed, the court may order technical or IT expert evidence. Preservation must also respect data protection, confidentiality and the special rules applicable to marine safety investigations.

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 (ADR).

6.1.1 Which national courts deal with maritime claims?
Romania does not have a separate Admiralty Court. Maritime claims are heard by the ordinary civil courts, according to the general rules on subject matter, territorial and functional jurisdiction. Depending on value and subject matter, claims may be heard by local courts or tribunals at first instance, with appeals before tribunals or courts of appeal and, where available, recourse before the competent higher court. In practice, courts in Constanta are frequently involved in Black Sea and port-related disputes.

6.1.2 Which specialist arbitral bodies deal with maritime disputes in your jurisdiction?
The main Romanian arbitral institution is the Court of International Commercial Arbitration attached to the Chamber of Commerce and Industry of Romania. Maritime disputes may also be referred to local chamber arbitration or *ad hoc* arbitration if the arbitration clause so provides. There is no mandatory maritime arbitration body.

6.1.3 Which specialist ADR bodies deal with maritime mediation in your jurisdiction?
There is no exclusive maritime mediation body. Mediation is conducted by authorised mediators under Law 192/2006, supervised through the national mediation framework. Parties may appoint mediators with maritime, transport, insurance or commercial experience.

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

Romanian courts are useful where coercive relief is needed, particularly ship arrest, interim measures, evidence preservation or enforcement. Arbitration offers confidentiality, procedural flexibility, party-appointed arbitrators and greater control over language and timetable. Mediation is cost-effective, confidential and suitable where the parties wish to preserve a commercial relationship.

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

The principal strengths are the active maritime ports, prompt access to urgent measures, predictable court fees, and membership of the EU regime for the recognition and enforcement of judgments (Regulation (EU) 1215/2012). However, there is no specialist Admiralty Court; proceedings are conducted in Romanian, and foreign documents usually require translation. Complex casualty, cargo or technical disputes may be slowed by expert evidence, service abroad and multi-party procedural issues.

7 Foreign Judgments and Awards

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

Foreign judgments are recognised and enforced in Romania according to the state of origin and subject matter. EU judgments in civil and commercial matters are governed mainly by Regulation (EU) 1215/2012. Recognition is automatic and enforcement no longer requires *exequatur*; the creditor relies on an enforceable copy of the judgment and the Regulation certificate.

Third-state judgments may fall under the 2019 Hague Judgments Convention, the 2005 Hague Choice of Court Convention ("Hague Conventions"), a bilateral or multilateral treaty or, failing that, the Civil Procedure Code. Under the domestic regime, the Romanian court verifies foreign jurisdiction, finality and enforceability in the state of origin, respect for defence rights, compatibility with Romanian international public policy and, where applicable, reciprocity.

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

Romania is a contracting state to the 1958 New York Convention, subject to reciprocity and commerciality reservations, and is also party to the 1961 European Convention on International Commercial Arbitration.

Recognition and enforcement of foreign arbitral awards are sought before the competent Romanian tribunal. The applicant must file the award and arbitration agreement, usually in original or certified copy, with Romanian translations where required. Refusal is limited to grounds broadly aligned with the 1958 New York Convention, including invalid arbitration agreement, lack of proper notice, excess of mandate, irregular tribunal constitution, non-binding or annulled award, non-arbitrability or breach of Romanian international public policy. Once recognised and declared enforceable, the award is enforced through ordinary enforcement proceedings.

8 Offshore Wind and Renewable Energy

8.1 What is the attitude of your jurisdiction concerning the maritime aspects of offshore wind or other renewable energy initiatives? For example, does your jurisdiction have any public funding programme for vessels used in offshore wind? Summarise any notable legislative developments.

Romania has adopted a dedicated offshore wind framework through Law 121/2024, regulating offshore perimeter concessions, exploration, development approval, grid connection, production licensing, monitoring and decommissioning in the Romanian Black Sea.

Under Article 60 of the UNCLOS, Romania exercises sovereign rights and jurisdiction over offshore installations in its Exclusive Economic Zone ("EEZ"), including safety zones up to 500 metres. Projects require environmental assessment with transboundary notification/consultation under the Convention on Environmental Impact Assessment in a Transboundary Context ("Espoo Convention") and the Kyiv Protocol, implemented by Laws 22/2001 and 349/2009.

No funding scheme currently exists exclusively for offshore wind vessels, although general energy, infrastructure or EU funding may be available.

8.2 Do the cabotage laws of your jurisdiction impact offshore wind farm construction?

Potentially, but not as a general bar. Law 121/2024 creates no separate cabotage regime for offshore wind vessels. Vessels used for surveys, construction, cable-laying, towage, crew transfer, maintenance, emergency response or decommissioning must comply with Romanian navigation, port, safety, environmental and offshore rules.

Cabotage should be assessed under Council Regulation (EEC) 3577/92, which liberalises maritime cabotage for EU shipowners, and G.O. 42/1997, covering vessel operations in Romanian ports, territorial waters and national navigable waters, including cabotage, towage, pilotage, salvage, wreck removal, hydrotechnical works and seabed activities. Each vessel should be checked for flag, authorisation, manning, port clearance, Romanian Naval Authority requirements and the operation performed.

9 Updates and Developments

9.1 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.

Key domestic and EU reforms for Romanian shipping include: Law 121/2024 on offshore wind; Law 214/2024, complementing the electronic Identification, Authentication and Trust Services ("eIDAS") Regulation on electronic signatures, timestamps and trust services; and Law 14/2024 on court competence for recognition and enforcement of foreign judgments under the Brussels I Recast Regulation and the Hague Conventions.

The FuelEU Maritime Regulation applies from 1 January 2025, while the EU Emissions Trading System ("EU ETS") has covered maritime emissions since 2024. Both affect vessels calling at Romanian ports, with implications for compliance, charterparty clauses, routing, speed and bunker supply.



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He graduated from the Faculty of Law at Ovidius University of Constanta in 2002. His diploma thesis examined practical issues arising from insured risks under P&I insurance policies, reflecting an early professional focus on maritime liability, marine insurance and risk allocation. Tiberiu began his legal career as an in-house lawyer in the shipping department of a multinational company operating in Romania, where he advised on maritime and commercial matters until February 2008. He then established his own law firm, with his former employer becoming the firm's first client.

His shipping practice has since developed through long-standing work for major international shipping and port operators. Two of the world's top 10 shipping groups and more than seven major port operators have been long-standing clients of the firm. Tiberiu has also advised Romanian and international shipowners, cargo interests, P&I-related interests, port operators and companies active in logistics and maritime transport.

He was admitted as an insolvency practitioner in 2018. Over the last three years, he has been involved in some of the biggest maritime disputes in Romania, including casualty matters involving fatalities, where he has represented shipowners, families and other maritime interests.

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Iuliana Nicoleta Diaconu Samara is a lawyer at the Constanta Bar Association, having practised continuously since her admission to the profession in 2017 within the Law Office of Mavrodin Ionuț Tiberiu, with a practice focused on commercial litigation, maritime law, administrative disputes, taxation, and insolvency proceedings.

From the beginning of her career, she has been involved in the firm's day-to-day activity, working alongside Tiberiu Mavrodin on complex matters with commercial, administrative, and maritime components. Her professional experience has been shaped in a practical legal environment, focused on effective solutions, where legal rigour, attention to detail, and an understanding of business mechanisms play an essential role.

Within the firm, Iuliana Samara has worked on maritime litigation, including matters concerning maritime claims, vessel arrests, contractual relationships specific to maritime transport, as well as disputes involving shipowners, port operators, cargo interests, and other entities active in the shipping and maritime logistics sectors.

She also provides legal assistance and representation before courts of law and public authorities, being involved in matters concerning commercial relationships, the performance and interpretation of contracts, disputes between professionals, administrative and tax litigation, as well as matters related to insolvency proceedings. Her work includes legal analysis and the drafting of procedural documents, as well as the preparation of defence strategies and client relationship management.

Her experience gained within the Law Office of Mavrodin Ionuț Tiberiu enables her to contribute actively to the handling of diverse, high-stakes matters, in a professional environment where the quality of legal services and the relationship of trust with the client are essential benchmarks.

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The Law Office of Mavrodin Ionuț Tiberiu is a Romanian boutique law firm based in Constanta, with a strong focus on shipping, commercial disputes, port-related matters, administrative litigation and tax-related advisory work. The firm acts for Romanian and international clients involved in maritime transport, port operations, logistics, trade, insurance and commercial activities.

The firm's shipping practice covers contentious and non-contentious matters, including ship arrest and release, maritime claims, cargo disputes, charterparty and bill of lading issues, bunker claims, casualty response, P&I-related matters, port services, shipowners' liability, marine insurance, wreck removal and disputes arising from port and terminal operations. Its commercial practice includes contract negotiation, debt recovery, enforcement, corporate disputes, regulatory matters and representation before Romanian courts and public authorities.

Over the years, the firm has been instructed by major international shipping and trading groups, including Maersk, ZIM, Vitol and Tomini Shipping, through their Romanian subsidiaries or affiliated entities. It has also advised local and regional maritime and port-related clients such as Coremar, Tomini Trading, Steinweg Romania, the Constanta Port Business Association, whose members include more than 80% of the operators active in the Port of Constanta, as well as other port operators and logistics companies.

The firm combines practical maritime experience with a focused litigation and advisory practice. Its work is particularly connected to the Port of Constanta and the Black Sea region, while also involving cross-border shipping, commercial and insurance matters.

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