

Does the Duty of Care Owed by a Shipowner Extend to the Vessel Demolition Even After Sale

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PRACTICES Shipping, Ship Sale and Purchase, Offshore Oil and Gas

On March 10, 2021, the Court of Appeal unanimously upheld Mr Justice Jay’s finding that Maran (UK) Ltd (“the Defendant”) arguably owed Mr Mollah, the deceased husband of Hamida Begum (“the Claimant”) a duty of care .

The Court of Appeal, ruled that it would be wrong to strike the Claimant’s negligence claim out at this stage as fanciful. The Court of Appeal highlighted that claims based on duty of care in circumstances where damage has been caused by third party acts are at the “*forefront of the development of the law of negligence*” and the alleged duty in this case could certainly be regarded as on the edge of that development. The judgment leaves open the door for a negligence claim on the substantive issues against the Defendant.

Factual background

Mr Mollah had fallen to his death while working on the demolition of the vessel, the EKTA (formerly the *Maran Centaurus*), at the Zuma Enterprise Shipyard (Zuma) in in Chattogram (formerly known as Chittagong), Bangladesh. The Defendant, an English company, acting as an agent for the vessel’s registered owner arranged for the vessel to be sold to a demolition cash buyer named Hsejar Maritime Inc (Hsejar). Hsejar, subsequently sold the vessel for demolition to Zuma. The Claimant brought a claim against the Defendant for damages in tort.

The Defendant made an application seeking an order to strike out the claim and, alternatively, a claim for summary judgment on the basis that the Claimant’s claim had no real prospects of success.

The High Court refused the Defendant’s application and held that the Claimant satisfied the summary judgment test i.e. the Claimant had a “*real prospect of success*”. The Defendant appealed to the Court of Appeal.

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