





# Legislation on International Carriage of Goods by Sea and Inland Carriage of Goods in BRICs Countries (Brazil, Russia, India and China)

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# I International Carriage of Goods by Sea



- **Not a member of any conventions**

Hague Rules

Hague - Visby Rules

Hamburg Rules

- **Japan**

Hague Visby Rules



# Applicable Laws

- China - Merchant Shipping Act 1992  
(海 商 法)
- India - Indian Carriage of Goods by Sea Act 1925  
as ammended
- Russia - Merchant Shipping Code of Russian  
Federation
- Brazil - Commercial Code & Civil Code
- Japan - Internatinal Carriage of Goods by Sea Act

# Carrier's Liability (Sea)

China	Similar to Hague -Visby Rules Liability based on negligence Major exceptions : <ul style="list-style-type: none"><li>error in the navigation,</li><li>fire, and act of god,</li><li>cargo nature,</li><li>insufficient packing etc.</li></ul>
India	
Russia	
Brazil	Strict Liability Exceptions: inherent vice, force majeure or act of God

# Calculation of Loss

- China - the actual Value of the cargo  
CIF value
- India - the value of consignment at the place and  
the time of delivery
- Russia- the cost of the cargo at the place  
and time of discharge
- Brazil - the physical damages plus loss of profit as  
well as other consequential loss
- Japan- the sound market value at the place and the  
time of discharge

# Limitation of Liability

China -	666.67SDR per package or 2SDR per kilogram of the gross weight of the goods loss or damaged
India -	ditto
Russia-	ditto
Japan -	ditto
Brazil -	Limitation clause provided on the Bill of Lading



# Breakability of the Limitation

- China - act or omission of the carrier done with intent to cause damage or recklessly with knowledge that the damage would probably result
- India - ditto
- Japan - ditto
- Russia- the carriers action or non action committed with intent or by gross negligence



# Time Limit for Lawsuit

China -	1year not to be extended by agreement
India-	1year
Russia-	1year
Brazil-	1year not to be extended by agreement
Japan -	1year



## II Inland Carriage of Goods

China -	Carriage of Goods by Automobile Rules
India-	Multimodal Transportation of Goods Act (Multimodal Transport)
Russia-	Civil Code CMR (Convention relative au contract de transport Internationale de Mercachandises per Route 1956 )
Brazil-	Commercial Code Civil Code
Japan -	Commercial Code



# Exceptions of Carrier's Liability

- |         |  |
|---------|--|
| China - | Force Majeure, Cargo Nature, Insufficient Packing, Irregularity on the part of shipper, Negligence of shipper or consignee or their agents |
| India-  | No fault or neglect on carrier's part or that of his agent or servant  |
| Russia- | The result of the circumstances that carrier could not prevent   |
| Brazil- | Force Majeure, Fortuitous Event<br>Intrinsic defect of the product   |

# Calculation of Loss

China -	the actual value of cargo cargo price, freight & other charge
India-	the value of the consignment at the place and the time of delivery
Russia-	the value of the cargo
Brazil-	the physical damages plus loss of profit as well as other consequential loss
Japan-	the sound market value at the place and time of discharge

## Limitation (Inland)

China -	---
India-	Multimodal Transport Carriage by sea and water → 666.67SDR per package or 2SDR per kilogram Other carriage→ 8.33SDR per kilogram (broken by with intent recklessly with knowledge)
Russia-	International carriage of goods by road (CMR limitation) → 8.33SDR per kilogram (broken by wilful misconduct)
Brazil-	---
Japan-	---



# Time Limit for Lawsuit

China - 2years → not to be extended by agreement

India- Multimodal Transport 9months  
(3years → Pure inland)

Russia- 1year

Brazil- 1year or 3years  
→ not to be extended by agreement

Japan- 1year



# Special Thanks to

- Chinese Law - **Henry & Co. Law Firm**  
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