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The exclusive competence of the Court of Rotterdam in maritime cases[1]

Review article with maritime case law issued by the Court of Rotterdam based on artikel 625 DCCP.

1. Introduction

This article will look back at the first seven years that the court of Rotterdam has exclusive jurisdiction in maritime[2] disputes on the basis of article 625 of the Dutch Code of Civil Procedure (DCCP) (hereinafter also referred to as the 'concentration legislation').

Firstly, the intent of the concentration legislation will briefly be discussed together with the vision-document that was issued by the Maritime Chamber of the Court of Rotterdam in view of the new legislation. This is followed by a selection of known and lesser known case law of the Maritime Chamber in principal proceedings. Subsequently, the procedures to limit liability, attachment and injunctions with relevant case law will be discussed. Finally, the interaction between the Maritime Chamber and the maritime (legal) world will be addressed, after which this article will be concluded.

2. Concentration legislation and the vision on the Maritime Chamber

The court of Rotterdam and the port of Rotterdam are inextricably linked. Where parties trade and sea and inland waterway voyages are made, justice must also be delivered. The court of Rotterdam has therefore always been the main court in the Netherlands to handle maritime disputes. Since 1 January 2017, the court of Rotterdam has been given exclusive competence in eight different categories of maritime cases through the concentration legislation.

The concentration legislation implemented a long existing wish in judicial circles and elsewhere to give the Court of Rotterdam exclusive competence in maritime disputes.[3] The fact that the legislator finally took this step, was based on four reasons. Firstly, because maritime disputes take place within a highly specialized field of law and often contain complex underlying matter, which is why the competent court needs to have the necessary legal and substantial expertise. The court of Rotterdam has the required expertise to handle these cases. The legislator also deemed relevant that the maritime caseload on an annual basis is limited to a manageable number of cases. What was also relevant was the presence of ship owners, stuvadores, cargadores, ship builders and specialized maritime law firms in and close to Rotterdam. Finally, the legislator took into account that the expansion of the maritime caseload would further enable the court of Rotterdam to deliver high quality justice.

In view of the concentration legislation, the court of Rotterdam issued a document called 'the vision on the Maritime Chamber' in 2016.[4] In this vision-document, the court set itself professional standards, specifically for the Maritime Chamber. By doing this, the court committed itself both internally as well as externally to maintain the excellent reputation of the Maritime Chamber and to render judgments according to the highest professional standards. This is based on its belief that a Maritime Chamber that handles cases efficiently and at a high level will contribute in a vital way to a smooth and reliable (cross-border) trade.

3. Case law by the Maritime Chamber

3.1. Introduction

Article 625 paragraph 1 DCCP gives the court of Rotterdam exclusive competence in eight categories of maritime disputes. This part of the article will deal with each category and related case law rendered in proceedings on the merits.

3.2. The transport of goods over sea or inland waterways

The Maritime Chamber handles many different types of cargo cases. In case of sea transport, we mainly see disputes about foods,[5] big objects and components that need further processing in for example bikes or installations. In case of inland waterway transport, disputes mainly relate to bulk cargo from refineries and the food industry. A significant portion of the cases that are brought before the Maritime Chamber are settled during an oral hearing and quite regularly also before such hearing. The following cases ended in a judgment and illustrate the issues that arise for addressees, and also for carriers.

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1. This is an abridged version of the original Dutch article that is published in *Tijdschrift Vervoer & Recht* (Journal for Transport & Law), no. 2023-6.
2. In this article the words 'maritime disputes' refer to disputes about both seagoing as well as inland waterway vessels.
3. *Kamerstukken II* 2015/16, 34447, nr. 3, p. 1-2.
4. rechtspraak.nl/organisatie-en-contact/Organisatie/rechtbanken/rechtbank-rotterdam/nieuws/Documents/Visie%20maritieme%20kamer%20vastgesteld.def.pdf.
5. For example the transport of: chocolate from Belgium, octopus from Senegal, porc from the Netherlands, beef from Argentina, mango's from Spain and cheesecakes from the United States.

In the 'Pietro Benedetti'[6] the issue was whether the Hague Visby Rules (HVR) were applicable to the carriage of goods document called 'Liner Bill of Lading'. After interpretation of the HVR, the court ruled that this document could not be regarded as bill of lading or sea way bill but under the circumstances could be regarded as 'document similaire' pursuant to article I introductory phrase and under b HVR.

In the case of the 'Time Hope'[7] the court also came to the finding that the carriage of goods document, on which the recipient of the goods and its insurer relied, could be seen as a 'document similaire'. The court subsequently ruled that on the basis of the applicable Malaysian law it was the recipient and not the insurer who was entitled to make a claim against the carrier. The claim of the recipient however was (also) denied as it could not be ascertained that the recipient had received the cargo after presentation of the 'document similaire' or had become part of contract of carriage in another way.

The sea carrier of a reefer container containing frozen fish was able to successfully defend itself against the claim that it had not complied with its duty to care of cargo pursuant to article III paragraph 2 HVR.[8] In view of expert reports, the court ruled that the cargo had not been properly stowed in China. The fact that the fish had not arrived at its destination at the right temperature was therefore not the fault of the carrier.

It was the sea carrier who sued its local agent in the case *IFL/Rapid*[9] as the agent had delivered the cargo to the adressee without presentation of the original bills of lading or telex release. Because of this, the carrier had been ordered to pay damages to the shipper in a Chinese court case. The agent could not rely on article 8:388 jo. article 8:387 DCC (Dutch Civil Code) and article 8:903 jo. article 8:905 DCC, since he was not a carrier. The agent could also not invoke the exoneration clause included in bill of lading conditions, since this exoneration was also not applicable in the relationship between the carrier and its agent.

When it comes to bulk cargo, sampling is often used to establish what the quality is of the cargo upon loading and whether the loaded cargo is delivered in the same quality and on spec by the carrier. The next two cases illustrate that sampling does not always prevent a dispute from starting.[10]

The vessel 'Samar' transported sunflower oil for recipient Cargill, who noted after sampling that the cargo after delivery smelled differently than was agreed. The court ruled that Cargill's position, that the cause of the smell contamination had to be found aboard the 'Samar', was solely founded on hypotheses which were well disputed by the ship owners. For this ruling, it was deemed relevant that the cargo that preceded the sunflower oil was an approved cargo by Cargill, that the tanks of the 'Samar' had been properly washed in line with the barging agreement and the contamination also could have occurred during unloading operations, which were under the control of Cargill.

In the case of the 'Lorentz', there were many samples that showed that the fenol cargo, that is a colorless substance that is for example used to make medications, was off-spec after arriving in the port of destination. However, the samples were not all based on the same sampling method that parties had agreed to. So one of the issues was whether these sampling results could be used. The court ruled that that was the case. The next issue then was whether the fenol had been loaded on-spec in the 'Lorentz', as no first foot sample or other sample had been taken. The cargo owner was able to proof that the fenol was on-spec upon loading, so that hurdle was taken as well.

3.3. The exploitation of a ship

When it comes to this category, the court mainly deals with inland shipping cases. This can be explained by the fact that most international sea charter parties, like all the BIMCO forms, contain an arbitration clause so don't refer disputes to court. Another reason is that the Dutch inland shipping fleet is by far the biggest in Europe. Below are some examples of ship exploitation disputes in which the court of Rotterdam was competent.

In the cases *Danube Shipping/Cofco*[11] and *Jaegers/Djeu*[12] the court had to interpret the charter agreements. In the first case the issue was whether charterer Cofco had sufficiently provided the owner with cargo in line with the charter party. In the second case, the court had to establish whether the time charter party was ended by the owner prematurely.

The court has had a couple of cases in which the issue was whether demurrage was due under a charter party. In the case *Salire/Fransbergen*[13] the question was whether owner Salire had complied with its duty to timely inform the charterer about delay (being a defective crane). In *Van Berchum/Transito*[14] the issue was whether the charterer was entitled to demurrage as it was ready to load earlier than agreed under the terms of the charter party.

Demurrage claims also occur when containers are not timely returned, within the so-called *free period* of a number of days, to the carrier. This was the case in *Gabriga/Nile Dutch Africa line*[15] and *Cosco Shipping/Arnesco*[16].

6. Rb. Rotterdam 14 maart 2018, *S&S* 2018/86; *CMI* 198.
7. Rb. Rotterdam 26 februari 2020, *S&S* 2020/46; *NTHR* 2020, afl. 3, p. 141; *CMI* 799.
8. Rb. Rotterdam 31 maart 2021, *S&S* 2022/27; *NTHR* 2021, afl. 3, p. 146; *CMI* 1961.
9. Rb. Rotterdam 19 februari 2020, *S&S* 2020/68; *NTHR* 2020, afl. 3, p. 133 en 140.
10. Rb. Rotterdam 13 april 2022, *S&S* 2023/23 and Rb. Rotterdam 26 april 2023, *S&S* 2023/58.
11. Rb. Rotterdam 28 augustus 2019, *S&S* 2019/123; *NTHR* 2019, afl. 6, p. 305.
12. Rb. Rotterdam 13 maart 2019, ECLI:NL:RBROT:2019:4170.
13. Rb. Rotterdam 6 augustus 2021, ECLI:NL:RBROT:2021:8133.
14. Rb. Rotterdam 19 maart 2021, *S&S* 2021/94.
15. Rb. Rotterdam 23 februari 2022, ECLI:NL:RBROT:2022:1384.
16. Rb. Rotterdam 22 juni 2022, *NTHR* 2023, afl. 2, p. 77.

The court also handles bunkeroil disputes with some regularity – in these cases the buyer of the bunkeroil usually argues that the purchased bunkeroil was delivered off-spec.[17]

The last inland shipping case that is worth mentioning here, is the case *Tankmatch/Eurochem*[18] between a Dutch ship owner and fertilizer producer Eurochem based in the port of Antwerp. Eurochem sometimes required extra storage space for nitric acid and therefore rents one of the ships of Tankmatch. It's a specific type of agreement where the ship owner rents out its vessel for storage purposes, which is covered by article 8:992 DCC. Eurochem was impacted by the Russian sanctions because of its ownership structure and could therefore not take back the stored nitric acid out of the ship, so this storage agreement continued much longer than anticipated. The court ruled that Eurochem was still bound to the storage agreement for the whole term. The court did however apply a discount for the time that the ship owner could rent out part of its vessel for other purposes.

3.4. Towing and pushing disputes

Most of the cases that fall under this category are collision cases involving pusher barges. These are dealt with in a next paragraph.

In the last seven years, we have rendered judgments in two towing cases where the main question was whether the owner of the tug vessel was able to protect itself from liability by relying on the General Tug Conditions issued in the year 1946.

The most interesting case from a contracting perspective, was a case in which the tugging company entered into an oral agreement with the builder of a houseboat to transport this houseboat to Amsterdam (as that is the place to be for houseboats).[19]
As it was an oral agreement, the general tug conditions were not shared by the tug owner. Regretfully, the houseboat sank during its journey and the issue then was whether the houseboat owner still had to pay for the transport services. According to the General Tug Conditions, that was the case, so the issue then became whether these conditions were part of the agreement between parties. The court ruled that given the familiarity of the General Tug Conditions, that exist since 1946 and the fact that the houseboat builder had confirmed he was familiar with these conditions due to earlier tug transports, these conditions did apply to the oral agreement as a matter of custom. The houseboat builder therefore still had to pay for the houseboat transport.

3.5. Salvage

Every year, the court handles at least one, but often more salvage cases. In these cases, the main issue is whether the ship that was salvaged, was actually in danger as required by the International Convention on Salvage of 1989. Also, the amount that is due because of the salvage assistance is always at issue. The salvage cases vary from a stranded yacht in the IJsselmeer[20], a pushing barge that broke free from its anchor[21], some inland waterway vessels with motor issues and a ferry with a hole in its hull and a flooded machine room[22].

The shipper of a rented yacht had entered into a salvage agreement with a professional salvage party who was active on the IJsselmeer. The owner of the yacht then had to step up to pay the salvage fee, but he argued that the ship had not actually been in danger as a more experienced shipper could have gotten the stranded yacht sailing again without help. The court however ruled that, under the circumstances, there was to some extent danger to the ship and rewarded the salvage party with a salvage fee.

In the case of the pusher barge, the barge had broken free from its anchor because of the high water in the river Maas. It subsequently drifted down the river in the direction of a weir. After a few unsuccessful salvage attempts, the pusher barge was stopped just before the weir. The court ruled that the salvor was entitled to a fee of € 30.000, given the fact that it prevented damage to the weir by intensive maneuvering at some risk to the salvor.

Finally, in the case of the ferry with the flooded machine room, the issue was whether the assistance provided should be regarded as regular towing assistance, for which parties had entered into an agreement, or whether it was actual salvage that entitled the towing company to a (much) higher fee. The court found that, while the risk of sinking was relatively low, the ferry was to some extent in danger so the salvor was entitled to a salvage fee. This fee was set at the amount of € 35.000.

3.6. Collisions with a ship or with an object

3.6.1. Collisions

Of the eight type of maritime cases in which the court of Rotterdam has exclusive jurisdiction, collisions are the biggest category. In almost every case, the first question is what has actually happened. As a court, we decide the facts of the collision on the basis of radar information, maritime radio contact information, images of onboard camera's, witness statements and police reports. These facts are then applied to the applicable sea or inland waterway rules which then leads to the finding that either one or both of the ships are to blame for the collision.

In many cases both ships have not complied with either the Colregs or inland waterway regulations and can therefore both be blamed for the cause of the collision, which leads to an apportionment of blame. This happened for instance in the collisions between the superyacht 'Silverfast' and the chemicals tanker 'Stolt Shearwater' who collided just before

17. See e.g. Rb. Rotterdam 11 december 2019, *S&S* 2020/62; *NTHR* 2020, afl. 1, p. 25 and Rb. Rotterdam 28 april 2021, *S&S* 2021/102; *NTHR* 2021, afl. 4, p. 179.
18. Rb. Rotterdam 14 juni 2023, ECLI:NL:RBROT:2023:8764.
19. Rb. Rotterdam 22 december 2017, *S&S* 2018/53; *NJF* 2018/457; *NTHR* 2018, afl. 4, p. 235.
20. Rb. Rotterdam 16 oktober 2020, ECLI:NL:RBROT:2020:9946.
21. See e.g. Rb. Rotterdam 3 juli 2020, *S&S* 2023/12; *CMI* 2182 and Rb. Rotterdam 18 februari 2022, ECLI:NL:RBROT:2022:12275.
22. Rb. Rotterdam 22 december 2021, ECLI:NL:RBROT:2021:12852, *S&S* 2022/62.

the coast of Spain and between fishing ship 'Loïc-Lucas' and sea carrier the 'Ambassadeur' who collided in the middle of the night in the Narrow of Calais.[23] The court found in both collisions that all involved ships had breached certain Colregs rules, which led to an apportionment of blame of 33,33%/66,66% in the first case and in the second case to an apportionment of 25%/75%. In the case of the collision between cutter 'Pollux' and sea carrier 'Nord Taurus' the court ruled that, while the 'Nord Taurus' was to some extent at fault, this fault was not causally related to the collision. The cutter therefore was to blame for the collision for 100%.[24]

The past couple of years, the court has handled a few cases that were the result of unsuccessfull overtaking maneuvers on inland waterways. In most of these cases, the court blamed both ships for the collision. The overtaking ship because it had breached its duty to verify whether it could overtake a slower ship. And the overtaken ship because it had breached its duty to cooperate with the overtaking maneuver. However, in two collisions that involved the overtaking of pusher barges, the court found that these pusher barges were 100% to blame for the collisions.

3.6.2. Collisions with an object

The court has had quite a few cases where it was claimed that a fishing vessel damaged cables on or just below the seabed. On 23 March 2022, the court rendered judgments in two of such cases.[25] In both cases, the court found that the fishing vessel was not liable for any damage caused to the cables. The court ruled that it had not been shown that fishing over cables in the EEZ of the United Kingdom is prohibited or restricted. Starting point therefore is that fishing was allowed at that location. The statutory presumption of culpability on the part of the vessel does not apply, because the cable is not 'an object fixed at the appropriate place' as meant in article 8:546 DCC. In view of the ratio of that provision and of the risks that are created for (fishing) vessels by cables on or just below the seabed, this cable at the break location can only be considered 'an object fixed at the appropriate place' as long as it stays buried in the seabed in such a manner that the risk of snagging by (fishing) vessels is eliminated. That the cable was thus buried has not become apparent.
It may nevertheless be against the demands of good seamanship to fish over a cable that wholly or partially sticks out of the seabed or rests on top of it, if this circumstance is known or should be known by the vessel. Good seamanship demands that a fishing vessel verifies whether – amongst other things – subsea cables are on its intended route, but does not require – in the absence of further particular circumstances such as notices through the appropriate channels about specific dangers or buoys or guard vessels – that the vessel lifts its fishing gear when approaching a subsea cable in order to prevent damage to that cable. The more specific and current the danger that is described in warnings issued, the more good seamanship demands that it is taken into account. Given the absence of such circumstances in both cases, the was ship was not to blame for snagging the cable and therefore not liable.

3.7. Damage caused on-board of a ship

There is of course always a chance that incidents happen on-board of the ship, especially during loading or unloading operations when damage can be caused by terminal personnel. What is interesting about these cases, is that there is no contractual relationship between the ship owner and the terminal but the terminal operator sometimes still tries to invoke an exoneration clause that is written on a terrain sign. This also happened in the case of the 'Pecaro'.[26]

The 'Pecaro' is an inland container vessel that was being loaded in the port of Rotterdam. During these loading operations, the spreader of the crane that stacked containers in the ship accidentally hit the wheelhouse. The court ruled that the container terminal company, who employed the remote operator, was liable for his mistake. The container terminal argued as defense that it had placed some signs on its terrain, including a sign on the quay where the 'Pecaro' was being loaded. This sign included an exoneration of liability clause. The court found that it is not obvious for visitors of the terrain, that the terminal owner wants to exclude its liability for a breach of its duty of care and does that by the placement of terrain signs. In the opinion of the court, the container terminal could therefore not simply rely on the simple acceptance of the exoneration clause by the ship owner so the container terminal could not exonerate itself for the damages to the 'Pecaro'.

In the case *Maersk Line/NDAL*,[27] NDAL had booked containers onboard a Maersk ship which did not comply with the description of the cargo that had been submitted to Maersk at the moment of booking the containers slots. Two of these containers, that contained potentially explosive cargo, were stowed directly next to an oiltank onboard the ship, which ultimately lead to an explosion during the voyage. Maersk's claim for damages was denied by the court as it was not able to determine that NDAL had not complied with its duty of care at the time of booking or at a later stage.

3.8. Ship hire purchase agreements

In the past seven years, no judgments have been rendered by the court in this category. At the moment of writing this article, there is however one case about a ship hire purchase agreement being handled by the Maritime Chamber.

3.9. General Average

The court sometimes handles cases in which general average compensation is one of the issues that needs to be dealt with. In the case of *UAL/Airgas*'[28] the court awarded, amongst other things, compensation for general average expenditures

23. 'Silverfast/Stolt Shearwater': Rb. Rotterdam 30 januari 2019, *S&S* 2019/73; *CMI* 595 and 'Loïc-Lucas/Ambassadeur': Rb. Rotterdam 22 april 2020, *S&S* 2022/90; *CMI* 2180.
24. Rb. Rotterdam 25 maart 2020, *S&S* 2020/103; *RAV* 2020/60.
25. Rb. Rotterdam 23 maart 2022, *S&S* 2022/68 en 74; *NTHR* 2021, afl. 3, p. 121; *RAV* 2022/50.
26. Rb. Rotterdam 24 februari 2021, *S&S* 2021/47; *NTHR* 2021, afl. 3, p. 148; *NJF* 2021/211; *Prg.* 2021/108.
27. Rb. Rotterdam 21 september 2022, ECLI:NL:RBROT:2022:12274.
28. Rb. Rotterdam 19 december 2021, ECLI:NL:RBROT:2021:13185.

after an explosion onboard the ship 'UAL Antwerp'. In the case of 'AS Fortuna' the main claim of the shippers is based on compensation for their part in the payment of a salvage fee, which was due after a general average declaration. The reason for the general average was the stranding of the 'AS Fortuna' before the coast of Ecuador.[29]

4. Limitation procedures

The court also has exclusive jurisdiction in requests to limit a ship's liability, either based on CLNI 2012 for inland waterway ships or on LLMC 1976 for seagoing vessels. In the past seven years, the court of Rotterdam has handled almost 40 requests for limitation, most of them being inland shipping limitation requests. These requests were the result of collisions with other ships, bridges, quays, jetty's, waterlocks and sea platforms. Below are some interesting limitation cases.

In 2017 the owner of sea ship 'Harns' filed a request to limit its liability because of the fact that the 'Harns' stranded in 2009 close to the coast of the Dominican Republic.[30] The issue was whether this request could still be considered as timely. The court ruled that the LLMC 1976 does not contain a provision that requires that a request for limitation should be done within a certain timeframe. The Dutch legislative history about the implementation of the LLMC 1976 also shows that the legislator took into account that a request for limitation could be filed at a late stage. The request for limitation was therefore accepted by the court.

The 'Bow Jubail' hit a jetty in 2018 which led to a major oil pollution in the Rotterdam port.[31] The owner of the 'Bow Jubail' had based its request to limit liability on the Bunker Treaty 2001. The court however ruled that the 'Bow Jubail' qualified as ship pursuant to the CLC Treaty 1992, which was why the Bunker Treaty was not applicable. The Court of Appeal[32] and the Dutch Supreme Court,[33] confirmed this judgment so now a new request to limit liability is being handled by the court, this time based on the CLC Treaty.

In January 2022, during a big storm, the 'Julietta D' broke loose from its anchor just above the Wadden Islands.[34] The ship first collided with another ship, then with the foundation of a windturbine and finally with the jacket of a platform. When the ship owner of the 'Julietta D' filed a request to limit its liability, the three parties that were hit by the 'Julietta D', argued that the 'Julietta D' could not suffice with only one limitation fund but had to limit her liability with 3 funds as all 3 collisions must be regarded as 3 separate events. The court held that that was not the case and found that all three consecutive collisions were caused by the fact that the 'Julietta D' had broken off her anchor.

Finally, some words on the limitation procedure about the 'Gerarda Theodora', a Dutch ship, that cut down a high voltage cable that was stretched over the Rhein-Herne-Kanal with its car crane. Because of this incident part of the cable fell in the water which caused a major power failure in the surrounding area. More than 500 people and companies submitted their claim in this limitation procedure which made it our limitation procedure with the most claimants. Thanks to the usage of a special claims procedure, all claims could be handled efficiently.

5. The attachment and injunctive relief practice of the Maritime Chamber

The Netherlands has quite a lenient attachment process, which makes it a frequently used method to attain security for a claim somebody considers to have on another party. In the case of a claim on a ship owner, it often happens that a ship is seized as attachment. Usually this means that a ship cannot continue its voyage. The court of Rotterdam therefore handles quite a few requests to release the ship attachment in its injunctive relief practice.[35]

The maritime injunctive relief judges also deal with other maritime issues. In the injunctive relief procedure *Romar-Voss/Cosco* the issue was whether carrier Cosco was entitled to reject delivery to addressee Romar-Voss.[36] The court ruled that that was the case since the latter was not able to present a bill of lading. After weighing the interests of both parties, the judge subsequently ruled that Cosco should deliver the container once Romar-Voss had provided sufficient security for 150% value of the cargo and would pay Cosco's demurrage and detention fees.

There is one last part of our maritime injunctive relief practice that is worth discussing here, which is the request to appoint a maritime expert after a collision or another maritime incident. This happened for example after the 'Nautica' hit a linkspan and pontoon. At the request of the owner of the ship, the court appointed a maritime expert to assess the damage to the linkspan and pontoon.[37] The court was subsequently involved again a month later since the expert was not given access to the pontoon and linkspan. In view of this, the court attached a penalty fee to its earlier judgment to ensure the expert would be able to do his work.[38]

6. Interaction between Maritime Chamber and the maritime (legal) world

The court of Rotterdam has committed itself to also step outside the court room and connect with the outside world. The reason for doing this, is that we want to stay in touch with the developments in the maritime world and share

29. So far, there are two 843a DCCP judgments in this case. See: Rb. Rotterdam 12 mei 2021, *S&S* 2021/110; *NTHR* 2021, afl. 4, p. 184 and Rb. Rotterdam 2 februari 2022, *S&S* 2022/92; *NJF* 2022/228.
30. Rb. Rotterdam 6 september 2017, *S&S* 2018/28; *AR* 2017/5587; *CMI* 131.
31. Rb. Rotterdam 9 november 2018, *S&S* 2019/43; *NTHR* 2019, afl. 1, p. 39; *CMI* 547.
32. Hof Den Haag 27 oktober 2020, *S&S* 2021/22; *CMI* 361.
33. Hoge Raad 31 maart 2023, *S&S* 2023/65; *RvdW* 2023/416.
34. Rb. Rotterdam 18 mei 2022, *S&S* 2022/88; *CMI* 2019.
35. See e.g. Rb. Rotterdam 8 juni 2022, *S&S* 2022/87; *CMI* 2020; *RBP* 2022/80 and Rb. Rotterdam 2 oktober 2023, ECLI:NL:RBROT:2023:9107.
36. Rb. Rotterdam 23 september 2022, *S&S* 2023/10; *NTHR* 2022, afl. 6, p. 247.
37. Rb. Rotterdam 14 april 2023, *NTHR* 2023, afl. 3, p. 118.
38. Rb. Rotterdam 17 mei 2023, ECLI:NL:RBROT:2023:4714.

knowledge and experience with other maritime specialists. Another reason is that we also need to put in some effort to be known to the outside world. In order to remain specialized, we need to also maintain a certain caseload.

So in view of this commitment to reach out to the outside maritime world, the members of the Maritime Chamber visit and speak at conferences, are editors of legal journals, are members of disciplinary boards for pilotage and shipping and organize working visits to ships and meetings with the maritime Dutch bar to discuss actual topics and to see whether we can improve any of our court practices. After one of these meetings with the Maritime Bar, we have expanded the type of court experts that can be appointed by the court. Last but not least, it should be mentioned that the court of Rotterdam also provides for the possibility to conduct a proceeding fully in English when both parties agree to that. As a court we want to facilitate such a wish, also in view of all the international parties involved in a dispute.[39]

7. Conclusion

The Maritime Chamber looks back in a positive way on the first seven years of article 625 DCCP and the cases it has handled. That it was able to handle many cases and generate case law is for an important part due to the very competent maritime bar and its constructive approach when handling cases. The court is grateful to the bar for this and looks forward to the continuation of this collaboration in the next seven years of the concentration legislation.

39. rechtspraak.nl/SiteCollectionDocuments/Procesafspraken-bij-keuze-voor-Engelstalig-procederen.pdf (last visited 13 oktober 2023).