Cargo Claims Lawyer Port of Sfax services are essential when goods carried by sea arrive short, damaged, contaminated or delayed. Dr. Brahim Latrech advises and represents cargo owners, receivers, shippers, shipowners, charterers, carriers, insurers, P&I Clubs, freight forwarders and port operators in maritime disputes connected with the Port of Sfax and Tunisian jurisdiction.

According to the Tunisian Merchant Marine and Ports Authority, Sfax is one of Tunisia's established commercial ports and serves substantial import, export and transit activity. Its diverse cargo operations may generate disputes involving dry bulk commodities, bagged goods, foodstuffs, industrial products, containers and project cargo. Each claim requires rapid action because the vessel may sail, the goods may be removed from the port and decisive evidence may disappear.

Cargo Claims Lawyer Port of Sfax: principal services

- cargo shortage and "shortage in transit" claims;
- wet damage, contamination, deterioration and infestation;
- claims concerning bulk, bagged, containerised and project cargo;
- bill of lading, sea waybill and charterparty disputes;
- carrier, shipowner, charterer, stevedore and terminal liability;
- delay, laytime, demurrage, detention and storage charges;
- ship arrest, sister-ship arrest and vessel release;
- marine insurance, subrogated recovery and P&I instructions;
- surveys, expert evidence and preservation of documents;
- foreign arbitration, recognition and enforcement in Tunisia.

Shortage in transit and quantity disputes

A shortage recorded at discharge does not, by itself, identify the responsible party. The legal analysis begins with the sales contract, bill of lading, charterparty and delivery terms. It must establish the contractual quantity, the point at which risk passed, the party responsible for loading and discharge and the measurement method agreed by the parties.

For bulk cargo, the comparison may involve shore scales, draft surveys, tally sheets, ullage or sounding records, calibration certificates and customary allowances. Differences may result from measurement methods, moisture loss, handling loss, sweepings, residues, spillage or genuine shortage during the sea passage. In bagged cargo claims, the condition and number of packages at loading and discharge, torn bags, re-bagging records and joint

tallies become central.

The receiver should immediately issue written reservations to the carrier and all potentially responsible parties. A joint survey should be requested before the cargo is dispersed, processed or sold. The surveyor should record seals, hatch condition, stowage, apparent damage, quantities, samples and the conduct of discharge operations. Photographs, videos, scale tickets and time-stamped records should be preserved.

Damage, contamination and deterioration of goods

Cargo may be affected by seawater, rain, condensation, improper ventilation, residues from a previous cargo, fuel or chemicals, defective packaging, temperature variation, infestation or negligent handling. Establishing liability requires proof of the cargo's condition before loading, the condition of the vessel's holds or containers, the causal event and the extent of the loss.

Relevant evidence may include clean or claused bills of lading, mate's receipts, pre-loading certificates, hatch inspection reports, weather and deck logs, ventilation records, temperature data, container interchange reports, sealing records, survey reports and laboratory results. Samples must be representative, sealed, identified and supported by a reliable chain of custody.

Mitigation is equally important. The claimant should protect sound cargo, separate damaged goods, consider salvage and obtain instructions from insurers. Disposal should not occur before the other parties have had a reasonable opportunity to inspect, unless safety or regulatory requirements demand urgent action.

Who may be liable for a cargo claim?

Potential responsibility may rest with the contractual carrier, performing carrier, registered owner, charterer, shipper, stevedore, terminal, freight forwarder or inland operator. The answer depends on the transport document, the contractual allocation of operations and the factual cause of the loss.

The identity of the defendant must be verified carefully. A ship's name, an agent's letterhead or a group company's involvement does not necessarily identify the contractual carrier. Bills of lading, charterparty clauses, signature boxes, corporate records and vessel ownership information must be compared before proceedings or arrest are initiated.

Any jurisdiction, arbitration, applicable-law, notice or time-bar clause must be reviewed immediately. Some cargo regimes and contracts impose short periods for reservations or legal action. Negotiations and survey exchanges should not be assumed to suspend prescription unless the applicable law clearly provides so.

Ship arrest at the Port of Sfax

When a qualifying maritime claim exists and a vessel is present or expected at Sfax, conservatory arrest may be used to obtain security. Tunisian ship-arrest procedure is principally governed by Articles 100 to 106 of the Maritime Commerce Code, together with the relevant procedural and enforcement rules.

The applicant should provide the vessel's correct name and IMO number, live position, sailing schedule, registered ownership, the documents establishing the maritime claim and a clear calculation of the amount sought. A sister ship may be arrested only where the statutory ownership requirements are satisfied; common management or commercial association alone is not enough.

Article 101 identifies the categories of maritime claims capable of supporting arrest. A foreign claimant without domicile or attachable assets in Tunisia may also face a request for counter-security under Article 104, subject to any applicable treaty or equal-treatment rule.

An arrest secures the claim but does not decide liability on the merits. The competent forum for the underlying dispute may be a Tunisian court or a foreign court or arbitral tribunal, depending on the contract. Read our detailed guide to ship arrest in Tunisia.

Release of an arrested vessel

Release may follow payment, agreement with the claimant, cancellation of the arrest order or provision of adequate security. Possible challenges include the absence of a qualifying maritime claim, arrest of the wrong vessel, failure to prove ownership conditions, lack of territorial competence, prescription or security already provided.

In Tunisian practice, an appropriate guarantee issued by a Tunisian bank or a deposit with the Tunisian General Treasury for the claimant's benefit is generally the most reliable court-facing security. A foreign bank guarantee or P&I Club letter may be accepted by agreement, but should not be assumed to bind the court or claimant automatically.

Laytime, demurrage and discharge delays

Cargo operations at Sfax may also generate disputes over notice of readiness, berth congestion, customs formalities, receiver documentation, working time, weather interruptions, stevedore performance and completion of discharge. Liability is determined by the charterparty, statement of facts, notices and contemporaneous communications—not by the existence of delay alone.

Strict contractual time bars may apply to demurrage claims. The complete claim package, including the invoice, laytime calculation, notice of readiness, statement of facts and supporting documents, should be submitted within the agreed period.

Insurance, subrogation and P&I representation

Cargo insurers that indemnify the assured may pursue recovery by subrogation, subject to proof of payment and the insured's rights. Shipowners and carriers commonly refer claims to their P&I Clubs. Early coordination between counsel, surveyors and insurers helps avoid inconsistent admissions and preserves technical and legal defences.

Where the dispute is decided abroad, enforcement in Tunisia may require recognition proceedings. See our guide to recognition and enforcement of foreign arbitral awards in Tunisia.

Documents required for urgent cargo assistance

- bill of lading, sea waybill, charterparty and sales contract;
- commercial invoice, packing list and certificates of quantity or quality;
- mate's receipts, manifests, tally sheets and scale tickets;
- survey reports, photographs, samples and laboratory results;
- letters of protest, reservations and correspondence;
- vessel name, IMO number, owner and sailing schedule;
- insurance policy, claim statement and proof of loss;
- jurisdiction, arbitration and security clauses.

Contact a cargo and ship-arrest lawyer for Sfax

Dr. Brahim Latrech has practised law in Tunisia since 2004 and has extensive experience in

maritime litigation, cargo claims, ship arrest and vessel release. His office acts throughout Tunisia’s principal ports and coordinates urgent measures with courts, enforcement officers, agents, surveyors, insurers and P&I representatives.

For a shortage, damaged cargo, bill-of-lading dispute, demurrage claim or urgent vessel arrest at the Port of Sfax, contact the office before the vessel sails or the cargo is removed.

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