



Arbitration Ruling Rejects Retrospective Weather Report in Charterparty Dispute

A recent arbitration (London Arbitration 11/25) has clarified that Owners cannot rely on *after-the-event* weather reports, to justify a deviation and refusal to comply with a Charterer's routing advice purportedly made for safety reasons, under the principle established in [The Hill Harmony](#).

Background

The dispute concerned a claim for **US\$73,945.02** in unpaid hire, which the Charterers withheld partly on the ground that the vessel had deviated from its agreed route. Under Clause 4 of the recap, the parties had agreed that no crew change would occur within 21 days before delivery or during the trip, other than Owners planned crew change at Nagasaki, Japan, while en route to the discharge port.

Contrary to an earlier [weather routing advice](#) to the vessel, the Owners requested a new routing advice via Wakayama from the [weather routing company](#) (WRC) employed by the Charterers, so that it could effect a crew change.

This further routing advice was provided by WRC but it subsequently advised on 12 September that the vessel should take a northerly course to avoid a developing storm. The Master, however, ignored WRCs' recommended route and instead chose to sail through the Kanmon Strait, describing that route as quicker and safer.

Six months into the dispute the Owners obtained a report from another routing agency asserting that the Kanmon Strait route was in fact preferable to the WRC recommended route. The Owners asserted that the vessel would have been delayed had it followed the WRC's advice and that there were safety concerns with the WRC route.

Legal Arguments: Deviation Costs and Compliance Issues

The Charterers alleged that the vessel deviated solely to facilitate the crew change, travelling approximately 320 miles farther and incurring 1.192 days of delay and an additional 21.297 mt of fuel oil. They claimed damages for loss of time and bunker consumption.

The Owners relied on *The Hill Harmony*, arguing that the Master retained discretion to depart from the most direct route when safety concerns arose. They contended that the storm risk justified the deviation and that the later weather report they had obtained confirmed this.

Assessing Deviation Point and Charterparty Compliance

The arbitrator rejected the Owners' reliance on the later weather consultancy report, finding that it had been prepared six months after the voyage, was not relied upon by the Master at the time of deciding what route to trade, and its language was tentative. The tribunal held that the Owners had never intended to follow the WRC's recommended route as this was contrary to their intention to change crew, and their request for alternative routing made no reference to safety concerns.

The contemporaneous WRC report further showed that the storm would not have affected the vessel, as it was expected to move into the Sea of Japan several days after the vessel would have passed the area. The tribunal therefore found no genuine safety justification for the deviation.

Accordingly, the Owners were held liable for additional time and fuel consumption, while the Charterers' [underperformance claim](#) failed due to absence of good-weather for performance assessment, as agreed under the Charterparty.

Key Takeaway: a Maritime Law Perspective on Ship Deviation and International Shipping

This decision underscores a critical evidential point:

Safety concerns for deviation must be considered at the time of deciding what route to follow. Reports or expert opinions obtained long after the event cannot retroactively invoke *The Hill Harmony* defence. Masters must disclose navigational and safety concerns at the time of deviation if Owners are to rely on them later to avoid off-hire or liability for extra time and bunkers.

Get In Touch

For expert legal support for shipping companies facing deviation disputes or charterparty compliance issues, contact our [shipping law experts](#) at Lester Aldridge.