

## The Real Consignee: An Exploratory Study of the True Party who is Entitled to Receive Cargo under Bill of Lading

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**Abstract :** According to the international conventions for the carriage of goods by sea, the consignee is the person who is entitled to take delivery of the cargo from the carrier. Such a person is usually named in the relevant box of the bill of lading unless the latter is issued "To Order" or "To Bearer". However, there are some cases in which the apparent consignee, as above, was not intended to take delivery of cargo, like the L/C issuing bank or the freight forwarder who are named as consignee only for the purpose of security or acceleration of transit process. In such cases as well as the BL which is issued "To Order", the so-called "real consignee" can be found out in the "Notify Party" box. The dispute revolves around the choice between apparent consignee and real consignee for being entitled not only to take delivery of the cargo but also to sue the carrier for any damages or loss. While it is a generally accepted rule that only the apparent consignee shall be vested with such rights, some courts like France's Cour de Cassation have declared that the "Notify Party", as the real consignee, was entitled to sue the carrier and in some cases, the same court went far beyond and permitted the real consignee to take suit even where he was not mentioned on the BL as a "Notify Party". The main argument behind such reasoning is that the real consignee is the person who suffered the loss and thus had a legitimate interest in bringing action; of course, the real consignee must prove that he incurred a loss. It is undeniable that the above-mentioned approach is contrary to the position of the international conventions on the express definition of consignee. However, international practice has permitted the use of BL in a different way to meet the business requirements of banks, freight forwarders, etc. Thus, the issue is one of striking a balance between the international conventions on the one hand and existing practices on the other hand. While the latest convention applicable for sea transportation, i.e., the Rotterdam Rules, dealt with the comparable issue of "shipper" and "documentary shipper", it failed to cope with the matter being discussed. So a new study is required to propose the best solution for amending the current conventions for carriage of goods by sea. A qualitative method with the concept of interpretation of data collection has been used in this article. The source of the data is the analysis of domestic and international regulations and cases. It is argued in this manuscript that the judge is not allowed to recognize any one as real consignee, other than the person who is mentioned in the "Consignee" box unless the BL is issued "To Order" or "To Bearer". Moreover, the contract of carriage is independent of the sale contract and thus, the consignee must be determined solely based on the facts of the BL itself, like "Notify Party" and not any other contract or document.

**Keywords :** real consignee, cargo, delivery, to order, notify the party

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