

INTERNATIONAL TRIBUNAL FOR THE LAW OF THE SEA

THE M/T "*HEROIC IDUN*" (NO 2) CASE

**REPUBLIC OF THE MARSHALL ISLANDS / REPUBLIC OF EQUATORIAL
GUINEA**

FINAL SUBMISSIONS OF EQUATORIAL GUINEA

14 OCTOBER 2025

FINAL SUBMISSIONS OF EQUATORIAL GUINEA

Pursuant to Article 75(2) of the Rules of the Tribunal, having regard to its written and oral submissions, the Republic of Equatorial Guinea requests the Special Chamber to adjudge and declare as follows:

1. The Chamber does not have jurisdiction to make determinations regarding alleged breaches of treaties or rules of international law outside of the United Nations Convention on the Law of the Sea ("UNCLOS").
2. The Marshall Islands' claims alleging breaches of freedom of navigation and exclusive flag State jurisdiction are inadmissible, due to the *Monetary Gold* / indispensable third party principle.
3. The Marshall Islands has failed to exhaust local remedies as required by international law, rendering inadmissible those claims related to the treatment of individuals.
4. Equatorial Guinea's seizure of the *Heroic Idun* was lawful because it was carried out in accordance with Equatorial Guinea's obligation to co-operate to repress piracy under UNCLOS, and accordingly:
 - a) Equatorial Guinea did not breach its obligations to respect freedom of navigation on the high seas or in the exclusive economic zone, nor the principle of exclusive flag State jurisdiction on the high seas, including as set out in Articles 87(1), 90 and 92(1) of UNCLOS;
 - b) Equatorial Guinea did not breach its obligation to have due regard to the rights of other States, in particular of the Marshall Islands, under Articles 56(2), 58(3) and 87(2) of UNCLOS;
 - c) Equatorial Guinea did not breach any obligations owed to the Marshall Islands under Article 100 of UNCLOS;
 - d) Equatorial Guinea did not breach Article 300 of UNCLOS; and
 - e) to the extent that the Chamber finds, contrary to paragraph 1 above, that such matters fall within the jurisdiction of the Chamber, all measures adopted by Equatorial Guinea subsequent to the interception of the *Heroic Idun* are not in breach of other rules of international law.
5. Through the interception and seizure of the *Heroic Idun*, Equatorial Guinea did not violate Article 225 of UNCLOS or the principle of reasonableness.
6. In levying the Fine on the Master of the *Heroic Idun*, Equatorial Guinea acted pursuant to lawful prescriptive jurisdiction.
7. There is no general obligation to notify the flag State of enforcement measures, and in the alternative, Equatorial Guinea did not fail to comply with any obligation to notify Marshall Islands of enforcement measures.

8. In addition, or in the alternative to paragraphs (1) and (3),
 - a) the Marshall Islands' human rights claims fall outside the Chamber's jurisdiction and the so-called "gateway provisions" do not allow for determination of human rights treaties or customary international human rights law; and
 - b) in any event, Equatorial Guinea acted in accordance with considerations of humanity towards the crew members of the *Heroic Idun*.
9. In addition, or in the alternative to paragraph (1), the obligations invoked by the Marshall Islands under the Convention on Safety of Life and Sea ("SOLAS"), the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers at Sea ("SCTW"), or the Convention on the International Regulations for Preventing Collisions at Sea ("COLREGS")
 - a) are either not applicable as pleaded;
 - b) cannot have been breached in isolation; or
 - c) were not breached by Equatorial Guinea.
10. Equatorial Guinea did not breach any obligations of the Marshall Islands as flag State of the *Heroic Idun* under Articles 94 and 212 of UNCLOS, under Articles 2(3) or 87(2) of UNCLOS.
11. Equatorial Guinea did not breach its obligation to preserve the rights of the Marshall Islands, nor any obligation, in so far as it exists, not to aggravate the dispute pending proceedings.
12. Having regard to this, Equatorial Guinea further requests the Chamber to:
 - a) dismiss all of the Marshall Islands' requests for payment of compensation for material and/or non-material damages;
 - b) dismiss the Marshall Islands' requests for satisfaction;
 - c) dismiss all of the Marshall Islands' requests for payment of interest; and
 - d) direct that each party should bear its own costs.



H.E. Mr Carmelo Nvono-Ncá

Agent for the Republic of Equatorial Guinea