INTERNATIONAL TRIBUNAL FOR THE LAW OF THE SEA

REQUEST FOR THE PROMPT RELEASE OF VESSEL CARGO AND CREW
PURSUANT TO ARTICLE 292
OF THE 1982 UNITED NATIONS CONVENTION ON THE
LAW OF THE SEA

by

THE REPUBLIC OF PANAMA

Against

THE REPUBLIC OF YEMEN

In respect of the
M/V "CHAISIRI REEFER 2"

02 July 2001
AUTHORISATION

1. In accordance with Article 110 par. 3 and par. 2 lit. b) of the Rules of the Tribunal notice is hereby given to the Tribunal that

a) the Government of the Republic of Panama with letter of the Minister for Foreign Affairs of the Republic of Panama Mr. José Miguel Aleman of 22n June 2001, addressed to the Registrar of the Law of the Sea Tribunal

- ANNEX I -

has authorized Rechtsanwalt Hartmut von Brevem, partner of the Hamburg law firm Röhreke Boye Remé von Werder, to make this application under article 292 of the Convention on its behalf.

b) Mr. von Brevem therefore is authorized to act as Agent and as Counsel. His address for service is as follows:

Hartmut von Brevem
Rechtsanwalt
Röhreke Boye Remé von Werder
Ballindamm 26
20095 Hamburg
Telephone: 0049-40-32 17 83
Fax: 0049-40-32 17 78
e.mail: h.brevem@roehreke.de

c) the authorized Mr. von Brevem is the person that submits this Application.

- ANNEX II -

CERTIFICATION

2. In accordance with Article 110 par. 3 of the Rules of the Tribunal it is herewith certified that a copy of the Application and all supporting documentation has been delivered to the Republic of Panama as flag state.

STATEMENT OF FACTS

3. After having left the port of Salalah/Oman on 29th April 2001 at 7.30 hours a.m. and after having arrived Mukalla port in Yemen on April 30th 2001 MV "CHAIOSIRI REEFER 2" from 30 April 2001 on loaded in the port of Mukalla in the Republic of Yemen 185,740 metric tons of frozen cuttlefish as can be seen from the Bill of Lading of S. Overseas Marine Corp.Lines number CRS 2/04 dated 2n May 2001 and of the manifest enclosed
ANNEX III

after the vessel had already taken on board before 400 metric tons of frozen mixed fishes on 7th of April at Singapore from another vessel, outside the port limits, as can be seen from the Bill of Lading no. CR 2/02 of S. Overseas Marine Corp.Lines dated 7 April 2001 and the enclosed manifest.

ANNEX IV

and 180 metric tons of frozen mixed fishes in Salalah/Oman on the 27th of April 2001 as can be seen from the Bill of Lading of S. Overseas Marine Corp.Lines, no. CR 2/03 dated 27 April 2001 and the enclosed manifest.

ANNEX V

All cargo with a total value of USD 950,332 (in words: ninehundredfiftythousandthreehundredandthirtytwo) as can be seen from the invoice of Yemen Beach Est for USD 334,332,90, of the invoice of Ocean Harvest of 25.05.2001 for USD 400,000,— and of the invoice of Alhadrami General Trading of 27.04.01 for USD 216,000,—

ANNEX VI

was to be carried to and to be discharged in Thailand.

4. On 3rd May 2001 in the morning after MV "CHAIMIRI REEFER 2" had received the port clearance she left the port of Mukalla at 08,15 a.m. as is confirmed in the letter of the Yemen ports authority, port of Mukalla, dated 8th May 2001.

ANNEX VII

5. However, at 08.50 a.m. of the same day, while the vessel was moving out from Mukalla port starting the journey to Thailand which should be the next port of call, MV "CHAIMIRI REEFER 2" was intercepted by small grey coloured boats running on 2x 200 HP engines occupied with 10 fully armed people, later known as Coast Guards of the Republic of Yemen.

6. The captain of MV "CHAIMIRI REFER 2" was forced to take the vessel at high speed, just 4 miles away from the coast to an unknown place (later known as Sharmah) and put anchor at Longitude 50° 00E and Latitude 14° 49 N, about one mile from the coast at 3.20 p.m. of 3rd May 2001 (behind a mountain).

7. Also on 03 May 2001 at 03.20 p.m. the Coast Guard forced the captain of the vessel by gun to put stamp and sign in 2 plain papers and an unknown form in local language and finally he was forced to hand over bills of lading, cargo manifest of the cargo and the port clearance and the log book of the vessel.
8. On May 5, 2001, 01.00 p.m. the ship was ordered to sail back to Mukalla where
she dropped anchor at 37.00. p.m. after getting clearance from the Mukalla port.

9. From 8 May to 10 May the vessel was at the anchorage position in Mukalla. The
questions of the agent and owners representative to the Coast Guard for a written
explanation for the detention of MV "CHASIRI REEFER 2" have not been
answered at all.

10. On 11 May 11.00 a.m. a group of people came on board of the vessel without
any notification to the captain, owner or agent. These people were members
of the Ministry of Fisheries of the Republic of Yemen which came later to the
knowledge of the captain.

11. After the ship had been ordered by the Governor of Hadramout on 17th May
2001 the first time to come alongside the port to hand over to the port police,
however the Coast Guard ignored the order and sent the vessel back to the
anchorage area. The vessel on 22nd May 2001 again was ordered to go alongside
the port of Mukalla for investigation about the cargo on board. Also the Minister
for Fisheries of the Republic of Yemen visited the vessel. The crew was urged to
show the authorities of Yemen samples of 6 frozen blocks of fish previously
loaded in Singapore and 2 other samples loaded in Mukalla port.

12. On 24 May Panama Maritime Authority wrote to the Port Authority of Yemen and
to the Governor of Hadramout asking for explanation regarding the case against
MV "CHASIRI REEFER 2". Again there was no response to their queries from the
Authorities.

13. On 26 May 2001 the Customs Authority and the Coast Guard of Yemen came at
night with container, trucks and workers with the intention to unload the cargo.
The captain objected and asked for the Court order for removal of the cargo.

14. On the 27th May 2001 the Attorney of Hadramout forced the captain of the
vessel to open the hatches and to start unloading. Upon captains denial they
themselves forcefully openend the hatches, resulting in damaging the two doors
of the cargo hold number 2 and number 3. A group of armed persons then
unloaded the fish on board of the vessel by using carriers into refrigerated and
non-refrigerated containers. The unloading operation lasted until 6th of June
2001. As part of the cargo has been unloaded in non-refrigerated trucks the
quality of that part of the cargo will certainly be damaged.

15. All the 765,74 metric tons of fish have been unloaded. The location and the
condition of the cargo is unknown to crew and owners.

16. Applicants have managed to get a copy of the letter of 8th May 2001 sent by the
Coast Guards to The General Manager, Office of the Fish Wealth, Governorate of
Hadrhamout stating the following:

- The vessel loaded 400 mt of fish at sea.
The fish has been loaded from unlicensed fishing boat.
No authority has any information of the entry of MV "CHAISIRI REEFER 2" into the waters of the Republic of Yemen to carry fish from the ships that fish without license being issued by the concerned Ministry.
The addressee was asked to form a committee to investigate the case.

ANNEX VIII

17. On the 16th of June 2001 the Yemen Court of the Public Assets in its Civil Case No. 4, for the year 1422 H delivered a judgment in favour of Mr. Zaki Abdoh Al-Hadrami on behalf of the shipowner against the Public Assets Prosecution Department, Governorate of Hadramout and ordered

"FIRST: To accept the grievance submitted by Zaki Abdoh Al-Hadhami
SECOND: To Obliging Mr. Zaki Al-Hadhami to present to the Court the assured commercial guarantee for what the Prosecution implementations resulted into, and what they use it for, and for the rulings issued by the Court in relation to the Public Rights.
THIRD: To release the vessel Chaisiri Reeer 2, her crew, and the cargo, immediately.
Should anyone have any objection or grievance, he/she may come forth with it to the court and present it in due order according to the law."

ANNEX IX

18. Mr. Zaki Abdoh Al-Hadhami has handed over the demanded Commercial Guarantee under the date of June 16th 2001 to the Yemen Court of the Public Assets with the following words:

COMMERCIAL GUARANTEE

1. Zaki Abdoh Ahmed Al-Hadhami, a merchant, Holder of Commercial registration No. 960600018, hereby undertake to abide by and guarantee all that may be decided Sharia-wise and legal-wise by the Court of Public Assets, Governorate of Hadramout, Shabwa, and Al-Mahrah, which tried the grievance submitted by the marine agent of m/V The Chaisiri Reefer 2 and all the decisions that may be reached by the Court when the (PAPD) Public Assets Prosecution Department raises the case tried by it which is the case of the Thai vessel; Chaisiri Reefer 2, in case of proving any violation. I also undertake to pay any amounts and all that maybe decided by this Court. I, therefore, sign here below in the presence of the Chamber of Commerce and Industry, Hadramout.

ANNEX X.

19. The Yemen Court of the Public Assets sent the judgment of 16 June 2001 with order of the Court of 18 June 2001 to The Manager, Hadramout Coast Guard Security Department,
- ANNEX XI-

and another order with the same language to The General Manager, Customs Department, Gov. of Hadramout

- ANNEX XII -


- ANNEX XIII-

has asked the Governorate Security Department of Hadramout for the Execution of the decision of the Court of Public Assets

21. The Court orders have not been followed by the addressees. Vessel and crew continue to be held hostage at Mukalla. The life of the 16 crew members is in danger. The ship is still hold by fully-armed Coast Guard. No proper legal proceedings have been instituted. No legal accusation or claims have been given to captain or shipowner or agent.

VEssel PARTICULARS

23. Relevant informations concerning the vessel as per Ships Certificate of the Republic of Panama valid until December 11th, 2002 are as follows:

The vessel:
Name                  CHAISIRI REEFER 2
Flag                  Panama
Port of Registry      Panama
GRT                   1263,00
NRT                   514,00
Type of vessel        Reefer vessel
Insured Value         US $ 5 million
Cargo originally on board 765,74 metric tons frozen fish
Value of the cargo originally on board approximately US$.950,332
Cargo remaining on board nil

- ANNEX XIV-

24. Name and Address of Owner:

S. Overseas Marine Corp. Panama
c/o Shirley & Associados
P.O.Box 5216
Panama 5  
Republic of Panama  
S.W. Fisheries Co.Ltd.  
1101/7 Wichien Chodok Rd.  
T. Mahachai, A. Muang,  
Samutsakorn 74000/Thailand

### CREW

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### SUMMARY OF FACTS

Time and place of detention
The "CHAISIRI REEFER 2" was detained by authorities of the Republic of Yemen on 30th May 2001 just outside the Yemen port of Mukalla.

**Present location of vessel and crew.**
The present location of vessel and crew is the port of Mukalla/Yemen.

**Present location of cargo.**
The present location of the cargo which has been discharged from "CHAISIRI REEFER 2" after the detention of the vessel by the authority of Yemen is unknown.

**JURISDICTION**

26. The U.N. Law of the Sea Tribunal has jurisdiction to deal with this Application for the following reasons:

- The "CHAISIRI REEFER 2", crew and cargo has been detained by the Republic of Yemen since more than 6 weeks and has not been released since contrary to many applications of the shipowner and of the flag state for a release of vessel, crew and cargo,

- it is alleged by the shipowner and the flag state that the Republic of Yemen thereby has not complied with the provisions of the Convention for the Prompt Release of vessel, crew and cargo upon the posting of a reasonable bond or other financial security,

- the Republic of Yemen as well as the Republic of Panama each are members of the U.N. Law of the Sea Convention.

**STATEMENT OF LAW**

27. The Republic of Yemen has not complied with its obligation under Article 73 par. 2 of the Convention for the following reasons:

- The arrest of "CHAISIRI REEFER 2" and her crew was based on the alleged violation of fishery laws of Yemen and have therefore been taken in the exercise of Yemen's Sovereign Rights to explore, exploit, conserve and manage the living resources in the exclusive economic zone,

- the measure of arrest of vessel and crew and discharge of cargo were not necessary to ensure compliance with the laws and regulations adopted by Yemen in conformity with this Convention,

- vessel and crew and cargo have not been promptly released upon the posting of a reasonable security for and on behalf of the shipowner of "CHAISIRI REEFER 2" in the form of a commercial guarantee.
28. The Republic of Yemen furthermore has not complied with the obligation under Article 73 par. 4 of the Convention because

- the Republic of Yemen after having arrested vessel and crew has not notified the Republic of Panama as flag state of "CHAI SIRI REEFER2".

29. It is denied that vesselowners or crew members have violated any national law of the Republic of Yemen or any international law. It is denied that vesselowners or crew have ever been involved in smuggling.

30. All letters which have been addressed by shipowners to the Governor of Hadramout on the 15th of May 2001, to the President of the Government of the Republic of Yemen on May 18, 2001 and on the 27th May 2001, to the Attorney General of Yemen on 23 May 2001 and finally to the custom Authority in Mukalla, Governorate of Hadramout of 27 May 2001, of 29 May 2001 and of June 4, 2001 have not received any single reply.

SUBMISSION

31. IN VIEW OF THE FOREGOING the Applicant submits that the U.N. Law of the Sea Tribunal should determine that the vessel, her cargo and crew be released immediately without requiring that any further bond be provided.

ANNEXES

DOCUMENTS IN SUPPORT

I. Authorisation by the Republic of Panama for Rechtsanwalt Hartmut von Brevern, dated 22nd June 2001
II. Documents stating that the authorized Mr. von Brevern has signed the Application
III. Bill of Lading No. CR 2/04 of S. Overseas Marine Corp. Lines of 6nd May 2001 and enclosed manifest
IV. Bill of Lading no. CR 2/02 of S. Overseas Marine Corp. Lines, dated 7th April 2001 and enclosed manifest
V. Bill of Lading no. CR 2/03 of S. Overseas Marine Corp. Lines of 27th April 2001 and enclosed manifest
VI. Commercial invoice of Ocean Harvest of 25.05.2001 for USD 400,000,-- and invoice of Alhadrani General Trading of 27.04.01 for USD 216,000,-- and commercial invoice of Yemen Beach Est of 16.04.2001 for USD 334, 332.00
VII. Letter of the Harbour captain to the Ministry of Transportation of Yemen of May 8, 2001
VIII. Letter of Coast Guards to the General Manager Office of the Fish Wealth, Governorate of Hadramout of May 8, 2001
IX. Order of the Court of the Public Assets of 16 June 2001
X. Commercial Guarantee of Mr. Zaki Abdoh Al-Hadhrami of June 16, 2001
XI. Letter of the Court of the Public Assets to the manager Hadhramout Coast Guard
     Security Department of June 18, 2001
XII. Letter of the Court of the Public Assets to the General Manager Customs
      Department Govern. Gov. of Hadhramout of June 18, 2001
XIII. Letter of Brigadier General
XIV. Ship's certificate
XV. Crew list of "CHAISIRI REEFER 2"

In my capacity as Agent I certify that the translation of the supporting documentation
the originals of which are written in the Arab language is accurate.

(Hartmut von Blevem, Rechtsanwalt)