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The Carriage of Goods by Sea Act, 2025

(ACT NO. 19 OF 2025)

[*As on the* 10*th September, 2025*]

LIST OF ABBREVIATIONS USED

G.S.R.	*for*	General Statutory Rules.
S.O.	,,	Statutory Order.
Notifn.	,,	Notification.

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THE CARRIAGE OF GOODS BY SEA ACT, 2025

ARRANGEMENT OF SECTIONS

SECTIONS

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THE SCHEDULE

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THE CARRIAGE OF GOODS BY SEA ACT, 2025

ACT NO. 19 OF 2025

[*8th August, 2025*.]

An Act to provide for the responsibilities, liabilities, rights and immunities attached to carriers with respect to the carriage of goods by sea and for matters connected therewith or related thereto.

WHEREAS the delegates at the International Conference on Maritime Law held at Brussels in October, 1922, agreed unanimously to recommend their respective Governments to adopt as the basis of a Convention a draft Convention for the unification of certain rules relating to bills of lading;

AND WHEREAS at a meeting held at Brussels in October, 1923, the rules contained in the said draft Convention were amended by the Committee appointed by the said Conference;

AND WHEREAS the said rules were amended by the Protocol signed at Brussels on 23rd February, 1968 and by the Protocol signed at Brussels on 21st December, 1979;

AND WHEREAS it is expedient that the said rules as so amended and as set out with modifications in the Schedule thereto should, subject to the provisions of this Act, have the force of law with a view to establishing the responsibilities, liabilities, rights and immunities attaching to carriers under bills of lading.

BE it enacted by Parliament in the Seventy-sixth Year of the Republic of India as follows:—

1. Short title and commencement.—(*1*) This Act may be called the Carriage of Goods by Sea Act, 2025.

(*2*) It shall come into force on such date[1] as the Central Government may, by notification in the Official Gazette, appoint.

2. Definitions.—(*1*) In this Act, unless the context otherwise requires,—

(*a*) "applicable rules" mean the applicable rules provided in the Schedule to this Act;

(*b*) "notification" means a notification published in the Official Gazette and the expression "notify" with its grammatical variation and cognate expressions shall be construed accordingly; and

(*c*) "Schedule" means the Schedule annexed to this Act.

3. Application of Schedule.— Subject to the provisions of this Act, the applicable rules laid down in the Schedule shall have effect in relation to and in connection with the carriage of goods by sea in ships carrying goods from any port in India to any other port, whether in or outside India.

4. No implied absolute undertaking in contracts to which applicable rules apply.— There shall be no implied absolute undertaking in any contract for the carriage of goods by sea, to which the applicable rules apply, by the carrier of the goods to provide a seaworthy ship.

5. Statement as to application of Schedule to be included in bills of lading.— Every bill of lading, or similar document of title, issued in India, which contains or is evidence of any contract to which the applicable rules apply, shall contain an express statement that it is to have effect subject to the applicable rules laid down in the Schedule, as applied by this Act.

6. Modification of Article VI of applicable rules in relation to goods carried in sailing ships and by specified routes.— Article VI of the applicable rules shall, in relation to—

1. 10th day of September, 2025, *vide* notification No. S.O. 4082 (E), dated 8th day of September, 2025, *see* Gazette of India, Extraordinary, Part II, sec. 3(*ii*).

(*a*) the carriage of goods by sea in sailing ships, carrying goods from any port in India to any other port whether in or outside India;

(*b*) the carriage of goods by sea in ships, carrying goods from a port in India notified in this behalf, to a port in Sri Lanka specified in the said notification,

have effect as though the said Article referred to goods of any class instead of to particular goods and as though the proviso to the second paragraph of the said Article were omitted.

7. Modification of paragraphs 4 and 5 of Article III in relation to bulk cargoes.—Where under the custom of any trade,—

(*a*) the weight of any bulk cargo inserted in the bill of lading is a weight ascertained or accepted by a third party other than the carrier or the shipper; and

(*b*) the fact that the weight is so ascertained or accepted is stated in the bill of lading,

then, notwithstanding anything contained in the applicable rules, the bill of lading shall not be deemed to be *prima facie* evidence against the carrier of the receipt of goods of the weight so inserted in the bill of lading, and the accuracy thereof at the time of shipment shall not be deemed to have been guaranteed by the shipper.

8. Power of Central Government to issue directions.— The Central Government may give such directions, as it may deem necessary, for carrying out all or any of the provisions of this Act.

9. Power of Central Government to amend Schedule.— (*1*) If the Central Government is satisfied that it is necessary or expedient so to do, it may, by notification, amend the Schedule.

(*2*) Any amendment notified under sub-section (*1*) shall have effect as if enacted in this Act and shall come into force on the date of the notification, unless the notification otherwise directs.

10. Laying of notification before Parliament.— Every notification issued under this Act shall be laid, as soon as may be after it is issued, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the notification or both Houses agree that the notification should not be made, the notification shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done in pursuance of that notification.

11. Power to remove difficulties.—(*1*) If any difficulty arises in giving effect to the provisions of this Act, the Central Government may, by order published in the Official Gazette make such provisions, not inconsistent with the provisions of this Act as may appear to it to be necessary for removing the difficulty:

Provided that no such order shall be made under this section after the expiry of a period of two years, from the commencement of this Act.

(*2*) Every order made under this section shall be laid, as soon as may be after it is made, before each House of Parliament.

12. Repeal and savings.—(*1*) The Indian Carriage of Goods by Sea Act, 1925 (26 of 1925) is hereby repealed.

(*2*) Notwithstanding the repeal of the Act referred to in sub-section (*1*), it shall not affect,—

(*a*) the previous operation of the Act so repealed or anything done or any action taken or purported to have been done or taken or suffered thereunder under the Act so repealed; or

(*b*) any right, privilege, obligation or liability acquired, accrued or incurred under the Act so repealed; or

(*c*) the operation of any rule, notification, order, notice or direction issued or exemption granted thereunder, in so far as it is not inconsistent with the provisions of this Act, and shall be in force until it is repealed or superseded under the corresponding provisions of this Act; or

(*d*) any proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty as aforesaid, and any such proceeding or remedy may be instituted, continued or enforced, and any such penalty may be imposed as if that Act had not been repealed; or

(*e*) the reference made to the repealed Act under any other legislation, rule, order, or any other legal instrument and any such reference shall, in so far as it is not inconsistent with the provisions of this Act, be construed to as a reference to this Act or its corresponding provisions.

(*3*) Nothing in this Act shall affect the operation of section 331 and the provisions of Part XA, of the Merchant Shipping Act, 1958 (44 of 1958), or the operation of any other enactment for the time being in force limiting the liability of the owners of sea-going vessels.

(*4*) Without prejudice to the provisions of sub-section (*2*), the provisions of section 6 of the General Clauses Act, 1897 (10 of 1897) shall apply with regard to the effect of repeal.

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THE SCHEDULE

[*See* sections 3, 5 and 9]

APPLICABLE RULES RELATING TO BILLS OF LADING

ARTICLE I: Definitions.—In these applicable rules the following expressions have the meanings hereby assigned to them respectively, that is to say—

(*a*) "carriage of goods" covers the period from the time when the goods are loaded on to the time when they are discharged from the ship;

(*b*) "carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper;

(*c*) "contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title, in so far as such document relates to the carriage of goods by sea including any bill of lading or any similar document as aforesaid issued under or pursuant to a charterparty from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same;

(*d*) "goods" includes any property including live animals as well as containers, pallets or similar articles of transport or packaging supplied by the consignor, irrespective of whether such property is to be or is carried on or under deck;

(*e*) "ship" means any vessel used for the carriage of goods by sea.

ARTICLE II: Risks.—Subject to the provisions of Article VI, under every contract of carriage of goods by sea the carrier, in relation to the loading, handling, stowage, carriage, custody, care, and discharge of such goods, shall be subject to the responsibilities and liabilities, and entitled to the rights and immunities hereinafter set forth.

ARTICLE III: Responsibilities and liabilities.—(*1*) The carrier shall be bound, before and at the beginning of the voyage, to exercise due diligence to—

(*a*) make the ship seaworthy;

(*b*) properly man, equip, and supply the ship; and

(*c*) make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation.

(*2*) Subject to the provisions of Article IV, the carrier shall properly and carefully load, handle, stow, carry, keep, care for and discharge the goods carried.

(*3*) After receiving the goods into his charge, the carrier, or the master or agent of the carrier, shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things—

(*a*) the leading marks necessary for identification of the goods, as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage;

(*b*) either the number of packages or pieces, or the quantity, or weight, as the case may be, as furnished in writing by the shipper;

(*c*) the apparent order and condition of the goods:

Provided that no carrier, master or agent of the carrier, shall be bound to state or show in the bill of lading any marks, number, quantity, or weight, which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.

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(*4*) Such a bill of lading shall be *prima facie* evidence of the receipt by the carrier of the goods as therein described in accordance with clauses (a), (b) and (c) of paragraph 3 of this Article. However, proof to the contrary shall not be admissible when the bill of lading has been transferred to a third party acting in good faith.

(*5*) The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity, and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages, and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

(*6*) (*a*) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or if, the loss or damage be not apparent, within three days, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of lading.

(*b*) The notice in writing need not be given if the state of the goods has at the time of their receipt been the subject of joint survey or inspection.

(*c*) In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered. This period may, however, be extended if the parties so agree after the cause of action has arisen:

Provided that a suit may be brought after the expiry of the period of one year referred to in this sub-paragraph within a further period of not more than three months as allowed by the court.

(*d*) In the case of any actual or apprehended loss or damage, the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

(*7*) After the goods are loaded, the bill of lading to be issued by the carrier, master or agent of the carrier, to the shipper shall, if the shipper so demands, be a "shipped" bill of lading, provided that, if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading, but at the option of the carrier, such document of title may be noted at the port of shipment by the carrier, master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted the same shall for the purpose of this Article be deemed to constitute a "shipped" bill of lading.

(*8*) Any clause, covenant or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to or in connection with goods arising from negligence, fault or failure in the duties and obligations provided in this Article or lessening such liability otherwise than as provided in these applicable rules, shall be *null* and *void* and of no effect.

(9) A benefit of insurance or similar clause shall be deemed to be a clause relieving the carrier from liability.

ARTICLE IV: Rights and immunities.—(*1*) Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to secure that the ship is properly manned, equipped and supplied, and to make the holds, refrigerating and cool chambers and all other parts of the ship in which goods are carried fit and safe for their reception, carriage and preservation in accordance with the provisions of paragraph 1 of Article III. Whenever loss or damage has resulted from unseaworthiness, the burden of proving the exercise of due diligence shall be on the carrier or other person claiming exemption under this section.

(*2*) Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from—

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(*a*) act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship;

(*b*) fire, unless caused by the actual fault or privity of the carrier;

(*c*) perils, dangers and accidents of the sea or other navigable waters;

(*d*) act of God;

(*e*) act of war;

(*f*) act of public enemies;

(*g*) arrest or restraint of princes, rulers or people, or seizure under legal process;

(*h*) quarantine restriction;

(*i*) act or omission of the shipper or owner of the goods, his agent, or representative;

(*j*) strikes or lock-outs or stoppage or restraint of labour from whatever cause, whether partial or general;

(*k*) riots and civil commotions;

(*l*) saving or attempting to save life or property at sea;

(*m*) wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods;

(*n*) insufficiency of packing;

(*o*) insufficiency or inadequacy of marks;

(*p*) latent defects not discoverable by due diligence;

(*q*) any other cause arising without the actual fault or privity of the carrier, or without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault nor privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

(*3*) The shipper shall not be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault or neglect of the shipper, his agents, or his servants.

(*4*) Any deviation in saving or attempting to save life or property at sea, or any reasonable deviation shall not be deemed to be an infringement or breach of these applicable rules or of the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom.

(*5*) (*a*) Neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with goods in an amount exceeding 666.67 Special Drawing Rights per package or unit or two Special Drawing Rights per kilogram of gross weight of the goods lost or damaged, whichever is higher or the equivalent of that sum in other currency, unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading. This declaration if embodied in the bill of lading shall be prima facie evidence, but shall not be binding or conclusive on the carrier.

(*b*) Where a container, pallet or similar article of transport is used to consolidate goods, the number of packages or units enumerated in the bill of lading and as packed in such article of transport shall be deemed to be the number of packages or units for the purposes of this paragraph as far as these packages or units are concerned.

(*c*) Neither the carrier nor the ship shall be entitled to the benefit of limitation of liability provided for in this paragraph if it is proved that the damage resulted from an act or omission of the carrier done with intent to cause damage, or recklessly and with knowledge that damage would probably result.

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(*d*) Where the nature or value of the goods has been knowingly mis-stated by the shipper in the bill of lading, the liability of the carrier or ship shall not exceed the value so stated.

(*e*) By agreement between the carrier, master or agent of the carrier and the shipper, another maximum amount than that mentioned in this paragraph may be fixed, provided that such maximum shall not be less than the figure above named.

(*f*) Neither the carrier nor the ship shall be responsible in any event for loss or damage to or in connection with goods if the nature or value thereof has been knowingly mis-stated by the shipper in the bill of lading.

(*6*) (*a*) Goods of an inflammable, explosive or dangerous nature to the shipment whereof the carrier, master or agent of the carrier, has not consented, with knowledge of their nature and character, may at any time before discharge be landed at any place or destroyed or rendered innocuous by the carrier without compensation, and the shipper of such goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment.

(*b*) If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the carrier without liability on the part of the carrier except to general average, if any.

ARTICLE V: Surrender of Rights and Immunities, and Increase of Responsibilities and Liabilities.—A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his responsibilities and liabilities under the applicable rules contained in any of these Articles, provided such surrender or increase shall be embodied in the bill of lading issued to the shipper. The provisions of these applicable rules shall not apply to charterparties, but if bills of lading are issued in the case of a ship under a charterparty they shall comply with the terms of these applicable rules. Nothing in these applicable rules shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average.

ARTICLE VI: Special conditions.—Notwithstanding the provisions of the preceding Articles, a carrier, master or agent of the carrier, and a shipper shall, in regard to any particular goods be at liberty to enter into any agreement in any terms to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods, or his obligation as to seaworthiness, so far as this stipulation is not contrary to public policy, or the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care, and discharge of the goods carried by sea, provided that in this case no bill of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a non-negotiable document and shall be marked as such. Any agreement so entered into shall have full legal effect:

Provided that this Article shall not apply to ordinary commercial shipments made in the ordinary course of trade, but only to other shipments where the charter or condition of the property to be carried or the circumstances, terms and conditions under which the carriage is to be performed, are such as reasonably to justify a special agreement.

ARTICLE VII: Limitations on the application of the applicable rules.— Nothing herein contained shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to or in connection with the custody and care and handling of goods prior to the loading on and subsequent to the discharge from the ship on which the goods are carried by sea.

ARTICLE VIII: Limitation of liability.—The provisions of these applicable rules shall not affect the rights and obligations of the carrier under any statute for the time being in force relating to the limitation of the liability of owners of sea-going vessels.

ARTICLE IX: Gold value.—The monetary units mentioned in these applicable rules are to be taken to be gold value.

STATEMENT OF OBJECTS AND REASONS

The Indian Carriage of Goods by Sea Act, 1925 (the said Act) was enacted to amend the law with respect to carriage of goods by sea, with a view to establishing the responsibilities, liabilities, rights and immunities attaching to carriers under bills of lading. The said Act is substantially based on the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading of August 1924 ("Hague Rules"), which was amended by the Protocol signed at Brussels on 23rd February, 1968 and on 21st December, 1979 ("Visby Rules"). The Schedule to the said Act, provided the Hague Rules, as amended by the Visby Rules, with modifications, to be referred to as "Rules" in the said Act.

2. The said Act is applicable to outward cargo, that is, ships carrying goods from Indian port to any other port, whether in or outside India. Every bill of lading, or similar document of title, issued in India, which contains or is evidence of any contract to which the rules apply, shall contain an express statement that it is to have effect subject to the provisions of the rules as applied by the said Act.

3. Though the substantive aspects of the said Act continue to remain relevant for maritime trade, being a pre-independence statute, it is imperative that some new provisions need to be incorporated therein without changing the substance or spirit of the said Act, so as to bring it in line with modern legislations in order to facilitate simplification and ease of understanding.

4. Accordingly, it is proposed to repeal and re-enact the said Act with a new legislation and for the said purpose, to introduce the Carriage of Goods by Sea Bill, 2024 in Parliament. The salient features of the modifications proposed in the Carriage of Goods by Sea Bill, 2024, inter alia, are—

(*a*) to substitute the term "Rules" with "applicable rules", which provides for Hague Rules, as amended by the Visby Rules, with modifications;

(*b*) to empower the Central Government to amend the Schedule by notification in the Official Gazette and to provide for laying of every such notification before Parliament;

(*c*) to empower the Central Government to issue such directions as it may deem fit to carry out all or any of the provisions of the Act;

(*d*) to omit the transitional provision relating to non-applicability of the Rules under the said Act, proposed to be repealed, to contract for the carriage of goods by sea before the first day of January, 1926;

(*e*) to provide for necessary repeal and savings.

5. The Bill seeks to achieve the above objectives.

SARBANANDA SONOWAL.

NEW DELHI;
The 6th August, 2024.

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