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Shipping Law 2026

A practical cross-border resource to inform legal minds

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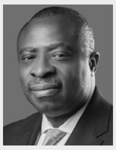
Expert Analysis Chapter

Q&A Chapters

Nigeria



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1 Marine Casualty

1.1 In the event of a collision, grounding or other major casualty, what are the key provisions that will impact upon the liability and response of interested parties? In particular, the relevant law / conventions in force in relation to:

(i) Collision

The Merchant Shipping Act 2007 (the "**MSA**") governs collisions within Nigerian waters. The available remedies (which include *restitutio in integrum*) may be found in Sections 340–350 and liability is generally restricted to direct, immediate consequences of the collision.

Internationally, maritime traffic is regulated by the Convention on the International Regulations for Preventing Collisions at Sea 1972 (the "**ColRegs**"), the International Convention on the Safety of Life at Sea 1974 (the "**SOLAS**") and the Convention on Maritime Search and Rescue 1979 (the "**SAR Convention**"). Notably, the ColRegs forms part of Nigerian law, having been domesticated *vide* the Merchant Shipping (Collision) Rules 2010 (the "**Collision Rules**").

It is noteworthy that under the SOLAS Amendments (Regulation II-1/3-13) of 2026, vessels must hold valid Safe Working Load certifications for lifting gear, while vessels of 3,000GT and above are required to have electronic inclinometers – and non-compliance creates a statutory presumption of unseaworthiness that places collision liability on the shipowner.

(ii) Pollution

Pollution is also regulated by/under the MSA. Section 335(1) of the MSA incorporates many important international treaties such as the International Convention for the Prevention of Pollution from Ships ("**MARPOL**"), the International Convention on Civil Liability for Oil Pollution Damage (the "**CLC**"), and the International Convention on Oil Pollution Preparedness, Response and Cooperation (the "**OPRC**").

These domesticated conventions operate alongside local legislation such as the Environmental Impact Assessment (the "**EIA**") Act, the National Environmental Standards and Regulations Enforcement Agency (the "**NESREA**") Act 2007, the Nigerian Maritime Administration and Safety Agency ("**NIMASA**") Act 2007 (the "**NMIASA Act**"), and the Marine Environment (Sea Protection Levy Regulations) 2012.

Under the newly revised SOLAS Chapter V and MARPOL Annex V, liability has been expanded through strict rules imposing an obligation to immediately report incidents of lost containers to NIMASA. Furthermore, amended SOLAS Chapter II-2 enforces a total ban on perfluorooctanesulfonic acid ("**PFOS**") firefighting foams and mandates a certified 60°C fuel flashpoint declaration before bunkering, creating a separate evidentiary framework for casualties.

(iii) Salvage / general average

Salvage and general average are governed by the MSA and the Admiralty Jurisdiction Act 1991 (the "**AJA**"). Section 215 of the MSA domesticates the International Convention on Salvage 1989. Claims arising from salvage or general average may be brought before the Federal High Court and such suits may be *in rem* or *in personam*.

(iv) Wreck removal

Wrecks at sea, and their removal, are regulated by the MSA and the NIMASA Act. Similarly, as per Section 22(n) of the NIMASA Act, NIMASA is the agency statutorily responsible for wreck monitoring. Under Sections 362–365 of the MSA, the Minister of Marine and Blue Economy (the "**Minister**") is empowered to appoint a Receiver of Wrecks, and the Receiver of Wrecks is empowered to notify vessels at sea of hazardous wrecks. Section 365(2) of the MSA ultimately imposes liability for removing hazardous wrecks on the owner of the wrecked vessel. Although the Nairobi International Convention on the Removal of Wrecks 2007 has not been incorporated into Nigerian law, NIMASA administratively enforces its financial security standards on vessels measuring 300GT and above.

(v) Limitation of liability

Sections 335(1)(f) and 351–359 of the MSA incorporate the provisions of the Convention on the Limitation of Liability for Maritime Claims 1976 (the "**LLMC**") as well as the 1996 Protocol to the LLMC into Nigerian law.

(vi) The limitation fund

Whereas Section 9 of the AJA and Article 11 of the LLMC provide for the constitution of the Limitation Fund, Section 358 of the MSA provides that the Limitation Fund was to be provided in Special Drawing Rights ("**SDRs**") as defined by the International Monetary Fund (the "**IMF**"), converted into Naira at the date of constitution of the fund, payment or provision of security.

1.2 Which authority investigates maritime casualties in your jurisdiction?

Casualties are investigated by:

(a) NIMASA;

(b) the Marine Board (an *ad hoc* tribunal constituted by the Minister);

(c) the Nigerian Ports Authority (the "**NPA**") (within port limits); and
(d) the National Oil Spill Detection and Response Agency ("**NOSDRA**") for oil pollution incidents.

1.3 What are the authorities' powers of investigation / casualty response in the event of a collision, grounding or other major casualty?

Pursuant to the NIMASA Act, NIMASA is to coordinate search and rescue operations and to board and detain vessels. Furthermore, under Section 49 of the NIMASA Act, a Marine Casualty Investigation Committee may be set up to investigate casualty incidents and identify liable parties, where the need arises.

Similarly, where an incident happens, Section 426 of the MSA provides for a preliminary enquiry to be conducted by an Inspector where an incident occurs to ascertain the cause. The Inspector, in investigating the incident, is permitted to board the vessel, enter into the premises to investigate, summon persons, compel the production of books, papers or documents, etc.

As per the MSA and the Collision Rules, the Marine Board is empowered to investigate casualty incidents and to inquire into charges of incompetence or misconduct on the part of crewmen and may appoint assessors to assist it in its investigative functions. In carrying out its investigative duties, the Marine Board may also exercise the judicial functions of a magistrate. The Marine Board may suspend seafarers' certificates, where necessary.

Where necessary, the NPA is charged with casualties within port approaches and NOSDRA is empowered to enforce environmental regulations.

2 Cargo Claims

2.1 What are the international conventions and national laws relevant to marine cargo claims?

The principal international conventions relevant to marine cargo claims in Nigeria are:

- the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading 1924 (the "**Hague Rules**"), which are incorporated into Nigerian law by the Carriage of Goods by Sea Act, Cap. C2, Laws of the Federation of Nigeria 2004 (the "**COGSA**"); and
- the United Nations Convention on the Carriage of Goods by Sea 1978 (the "**Hamburg Rules**"), which is ratified and has the force of law in Nigeria pursuant to the United Nations Convention on Carriage of Goods by Sea (Ratification and Enforcement) Act 2005 (the "**Hamburg Rules Act**").

The principal national laws governing marine cargo claims in Nigeria are:

- the COGSA;
- the Hamburg Rules Act;
- the MSA;
- the AJA; and
- the Nigerian Insurance Industry Reform Act 2025.

2.2 What are the key principles applicable to cargo claims brought against the carrier?

In practice, most bills of lading provide that cargo claims against carriers are to be governed by the Hague Rules. However, under Nigerian law, the Hague Rules govern outbound cargo while the Hamburg Rules govern inbound cargo.

Under Article III, Rule 1 of the Hague Rules, the carrier is required to exercise due diligence before and at the beginning of the voyage to make the ship seaworthy, as well as properly man, equip and supply the ship, and ensure that the cargo spaces are fit and safe for the reception, carriage and preservation of the goods. Similarly, Article 5 of the Hamburg Rules imposes liability on the carrier for loss, damage or delay occurring while the goods are in its charge, unless the carrier proves that it, its servants or agents took all the measures that could reasonably be required to avoid the occurrence and its consequences.

To establish a cargo claim, the claimant must prove that the goods were delivered to the carrier in good order and condition and were subsequently lost, damaged or delivered short while in the carrier's custody. Once a *prima facie* case is established, the burden shifts to the carrier. Under Article IV, Rule 2 of the Hague Rules, the carrier may avoid liability by establishing that the loss resulted from one of the recognised excepted perils, while under Article 5 of the Hamburg Rules, the carrier bears the burden of proving that all reasonable measures were taken to prevent the loss, damage or delay.

2.3 In what circumstances may the carrier establish claims against the shipper relating to misdeclaration of cargo?

A carrier may establish claims against a shipper for the misdeclaration of cargo where the shipper provides inaccurate or misleading information regarding the nature, quantity, weight, value, or dangerous characteristics of the goods. The primary basis for such claims is Section 322(2) of the MSA, which prohibits a shipper from shipping dangerous goods without distinctly marking them as "dangerous". Where the shipper fails to do so, the shipper is liable to the carrier for any loss resulting from the shipment. Shippers are similarly in breach of an implied undertaking where they load dangerous cargo without notifying the carrier of its dangerous nature, unless the carrier already knew, or ought to have known, of the danger posed by the goods; under a time charter, these obligations fall on the charterer rather than the shipper.

These statutory duties are reinforced by the Hague Rules. Under Article III, Rule 5 of the Hague Rules, the shipper is deemed to have guaranteed the accuracy of the marks, number, quantity, and weight of the goods furnished for inclusion in the bill of lading, and must indemnify the carrier against any loss, damage, or expense arising from inaccuracies in those particulars. Article IV, Rule 6 of the Hague Rules further provides that where dangerous goods are shipped without the carrier's knowledge and consent, the carrier may unload, destroy, or otherwise render the goods harmless without incurring liability to the shipper, and may recover any resulting loss or damage; under Article IV generally, the carrier and the ship are relieved of responsibility for loss or damage to the goods in any event where the nature or value of the goods has been knowingly misstated by the shipper in the bill of lading.

A comparable obligation exists under Article 13 of the Hamburg Rules, which requires the shipper to inform the carrier of the dangerous character of the goods and, where necessary, the precautions to be taken. Failure to do so renders the shipper liable to the carrier and any actual carrier for the resulting loss, and entitles the carrier to unload or destroy the goods at any time without payment of compensation.

2.4 How do time limits operate in relation to maritime cargo claims in your jurisdiction?

Both the Hague Rules and the Hamburg Rules are in force in Nigeria. Accordingly, the limitation period applicable to a maritime cargo claim depends on the convention governing the contract of carriage.

Where the Hamburg Rules apply, a claim must be commenced within two years from the date the goods were delivered or from the last day on which they should have been delivered.

Conversely, where the Hague Rules govern the carriage, proceedings must be instituted within one year from the date of delivery of the goods or the date when the goods should have been delivered.

3 Passenger Claims

3.1 What are the key provisions applicable to the resolution of maritime passenger claims?

The resolution of maritime passenger claims is principally governed by the MSA – which incorporates the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea 1974 (the "**Athens Convention**") and the AJA. Under the MSA, Sections 340 and 341 regulate claims arising from the death of or personal injury to passengers during carriage by sea, while Sections 352–360 of the MSA establish the framework for the limitation of liability in maritime claims, including passenger claims.

In particular, Section 358 prescribes the limits of liability for passenger claims based on the number of passengers the vessel is authorised to carry, i.e., in respect of claims arising out of a single incident, the carrier's aggregate liability for the death of or personal injury to passengers is limited to 175,000 units of account multiplied by the number of passengers the vessel is authorised to carry in accordance with its passenger certificate.

In addition, the AJA, particularly Sections 1 and 2, confers exclusive admiralty jurisdiction on the Federal High Court over claims arising out of the carriage of passengers by sea. Collectively, these statutory provisions constitute the principal legal framework governing the determination and enforcement of maritime passenger claims in Nigeria.

3.2 What are the international conventions and national laws relevant to passenger claims?

The principal international convention relevant to maritime passenger claims in Nigeria is the Athens Convention, as amended by the 2002 Protocol, which establishes the liability regime governing the death of or personal injury to passengers, as well as the loss of or damage to passengers' luggage.

The principal national laws governing maritime passenger claims are the AJA and the MSA, which establish the statutory regime for the liability of carriers in respect of passengers and their luggage, including compulsory insurance and limits of liability. In addition, the AJA confers admiralty jurisdiction on the Federal High Court in respect of maritime passenger claims.

3.3 How do time limits operate in relation to passenger claims in your jurisdiction?

Section 342 of the MSA requires actions relating to passenger claims to be brought to court within two years of the date on which the loss or injury was caused. This applies to claims for loss of life or personal injury to passengers, which are actionable against shipowners under Sections 340–341 of the MSA.

4 Arrest and Security

4.1 What are the options available to a party seeking to obtain security for a maritime claim against a vessel owner and the applicable procedure?

A party seeking security for a maritime claim may have recourse to the specific options contained in the AJA, notably the arrest of a vessel or other maritime property in the circumstances prescribed by Section 5(2)-(4) of the AJA or may take advantage of the traditional means developed under common law and equity, including Mareva orders, etc.

Where the former option is available, the party may procure the arrest of the vessel owner's vessel and/or other maritime assets. To do this, the party must commence action at the Federal High Court via writ of summons (or *vide* an originating motion, where the arrest order is sought in protection of arbitral proceedings). The party must bring an *ex parte* application for the arrest of the vessel if it is already within the jurisdiction of the court or expected to enter Nigerian territorial waters within three days.

A party seeking an arrest order must show the court *prima facie* evidence that: (a) it has a claim against the vessel that amounts to a proprietary maritime claim or a general maritime claim; (b) the vessel is capable of and/or likely to sail away and there would therefore be no practical security for the existing maritime claim; and (c) it undertakes to provide sufficient compensation to all those who would be affected by the arrest of the vessel should the arrest be subsequently found to be wrongful.

4.2 Is it possible for a bunker supplier (whether physical and/or contractual) to arrest a vessel for a claim relating to bunkers supplied by them to that vessel?

This is permitted under Section 2(3)(k) of the AJA, provided that the owner or demise charterer of the vessel to be arrested is the person liable to the bunker supplier for the bunkers supplied.

4.3 Is it possible to arrest a vessel for claims arising from contracts for the sale and purchase of a ship?

This is allowed by virtue of Section 2(2)(a)(ii) of the AJA, which regards a contract for the sale of a ship, or relating to the transfer of title to and/or ownership interest in a ship or a share in a ship, as a maritime claim.

4.4 Where security is sought from a party other than the vessel owner (or demise charterer) for a maritime claim, including exercise of liens over cargo, what options are available?

The current statutory framework in Nigeria does not provide for this. However, under Order 22 of the Admiralty Jurisdiction Procedure Rules 2023 (the "**AJPR**"), the court may so direct, under deserving circumstances.

4.5 In relation to maritime claims, what form of security is acceptable; for example, bank guarantee, P&I letter of undertaking?

By the provisions of Order 10, Rule 5(1) of the AJPR, the acceptable forms of security on which an arrested maritime asset may be released are as follows:

(a) proof that the claimed sum or the value of the ship, whichever is less, has been paid into the court; or
(b) an undertaking, guarantee or bond issued by a member of the International Group of P&I Clubs, a duly licensed Nigerian bank or a duly licensed and reputable insurance company in Nigeria.

4.6 Is it standard procedure for the court to order the provision of counter security where an arrest is granted?

It is not the standard procedure for the court to order that counter-security be provided where an arrest order is granted. Nevertheless, by Order 7, Rule 8 of the AJPR, the court will only order the arrest of a vessel where the arrestor has undertaken in writing to indemnify the owner(s) of the maritime asset sought to be arrested or other interests for all losses suffered if an order of arrest is made, and it is subsequently found that it ought not have been made.

Where specifically sought, by virtue of Order 13, Rule 1 of the AJPR, the court may also direct a maritime claimant (not merely an arrestor) to furnish security for a defendant's costs. In *World Carrier Corporation v. MT Mother Benedicta* (Unreported: CA/L/397/2018, delivered on 11 March 2026), the Court of Appeal noted that the court's power to order counter-security is limited to the cost incurred by the defendant in defending the plaintiff's action and should not be granted to cover the entire counter-claim of a defendant.

4.7 How are maritime assets preserved during a period of arrest?

The Admiralty Marshal of the Federal High Court is the custodian of all arrested maritime assets. They exercise this duty through a duly appointed private security company (or where a party so requests, through personnel of the Nigerian Police and/or the Nigerian Navy).

The AJA requires the (co-)arrestors of a maritime asset to bear the cost incurred by the Admiralty Marshal in maintaining the arrested asset. Where efforts at preservation of an arrested maritime asset and relevant circumstances so require, the AJPR permits the court to order the sale of a maritime asset or for such an asset to be moved from its place of arrest to a safe place.

4.8 What is the test for wrongful arrest of a vessel? What remedies are available to a vessel owner who suffers financial or other loss as a result of a wrongful arrest of his vessel?

There appears to be two regimes for the determination of the wrongfulness of an arrest – that is, under the AJA and under the AJPR. By a plethora of judicial precedents, the AJA's regime would prevail.

Therefore, where a plaintiff causes the detention of a vessel (by arresting the vessel, refusing consent to release or demanding excessive security) unreasonably and without good cause, the defendant is entitled to recover damages, demurrage, costs and expenses.

4.9 When is it possible to apply for judicial sale of a ship and what is the procedure for judicial sale?

A vessel that has been arrested in the course of proceedings before the court may be sold pursuant to an order of that court either before or after final judgment.

An order of judicial sale may also be sought on account of the relevant person's failure to provide alternative security timeously, to salvage the ship from (further) deteriorating or because the circumstances require that the vessel be sold.

A party has to apply to court for an order to sell a vessel that is under arrest in a pending lawsuit. Where the order is made, the Admiralty Marshal would cause the notice of intended sale to be advertised in at least two national dailies, not less than 21 days before the date of the intended sale. Interested bidders would then be notified of the details of the intended sale – which shall be by way of auction.

When the vessel is sold to the preferred bidder and the proceeds are paid, the Admiralty Marshal would pay the proceeds into a bank account designated by the court and would file the relevant vouchers within 21 days – less two per cent of which is earmarked for the Admiralty Marshal's expenses. Upon the order of the court, the Admiralty Marshal would notify all other persons with claims against the vessel (through advertisement in at least two dailies) of the fact that the vessel has been sold. As a result, the court would be invited to determine the priority of competing claims.

Where the vessel is sold in this manner, all maritime claims, liens, etc. against the vessel are automatically extinguished and her buyer acquires clean title, free of encumbrances – and the buyer will be issued a certificate by the Admiralty Marshal.

The buyer is required to perfect their title by delivering and registering the Bill of Sale at the Port of Registry.

5 Evidence

5.1 What steps can be taken (and when) to preserve or obtain access to evidence in relation to maritime claims including any available procedures for the preservation of physical evidence, examination of witnesses or pre-action disclosure?

Evidence is governed by the Evidence Act 2011, as amended (the "**Evidence Act**"), the AJPR and the Federal High Court (Civil Procedure) Rules 2019 (the "**FHC Rules**").

To obtain access to evidence, parties can issue a "notice to produce" or request for discovery and interrogatories. Anton Piller orders are available to search premises and seize evidence to prevent destruction.

For witness examinations, the AJPR mandates filing written witness depositions within seven days of filing a writ of summons for *in rem* actions, and alongside pleadings for *in personam* actions. Litigants can also secure subpoenas (*ad testificandum* or *duces tecum*) to compel attendance. Through the Evidence (Amendment) Act 2023 (the "**2023 Amendment**"), the Evidence Act now recognises audio-visual depositions and electronic affidavits sworn remotely before an authorised officer, streamlining how witness testimonies can be preserved and presented.

The Federal High Court Registry is responsible for the safe custody of physical evidence tendered at trial.

5.2 What are the general disclosure obligations in court proceedings? What are the disclosure obligations of parties to maritime disputes in court proceedings?

Parties must disclose, in their pleading, all material facts in respect of which they intend to lead evidence at trial. They are barred from relying on evidence not related to pleaded facts during trial. Under "frontloading" rules, a claimant's pleadings, written witness depositions, and copies of documentary evidence must be filed concurrently with the originating processes (or within seven days post-filing for *in rem* maritime actions). Under the 2023 Amendment, electronic documents authenticated via certified digital signatures are fully integrated into these standard frontloading disclosures. Litigants must also file an affidavit of non-multiplicity of suits. Pleadings may only be amended later with judicial leave.

5.3 How is the electronic discovery and preservation of evidence dealt with?

The 2023 Amendment reformed the previous regime by recognising "electronic records" (data, digital images, sounds, or cloud-stored metrics).

While Section 84 of the Evidence Act still requires evidence detailing device functionality and normal course of use to ensure the integrity of computer-generated evidence, the 2023 Amendment expands eligibility for admissibility. It recognises digital and electronic signatures as valid means to authenticate electronic records, granting them the same weight as physical signatures. Furthermore, it obviates the requirement to present the original hard copy, rendering printed or clear secondary reproductions of electronic records fully admissible provided statutory conditions are satisfied.

6 Procedure

6.1 Describe the typical procedure and timescale applicable to maritime claims conducted through: i) national courts (including any specialised maritime or commercial courts); ii) arbitration (including specialist arbitral bodies); and iii) mediation / alternative dispute resolution (ADR).

6.1.1 Which national courts deal with maritime claims?
The Federal High Court is vested with exclusive original jurisdiction over all maritime matters, provided that they do not amount to basic contractual disputes that should ordinarily be adjudicated by the High Court of a state.

6.1.2 Which specialist arbitral bodies deal with maritime disputes in your jurisdiction?
The foremost maritime arbitration body in Nigeria is the Maritime Arbitrators Association of Nigeria (the "**MAAN**"). It is, however, not by any means exclusive, as maritime arbitration proceedings are conducted by other arbitration bodies, and even *ad hoc*.

6.1.3 Which specialist ADR bodies deal with maritime mediation in your jurisdiction?
There is no other specialist maritime-centred ADR body in Nigeria, apart from the MAAN.

6.2 What are the principal advantages of using the national courts, arbitral institutions and other ADR bodies in your jurisdiction?

Under the AJPR, a special Admiralty Registry is to be created for the Federal High Court. Although this is yet to be implemented, the court has strived to create a speedy filing process for admiralty matters to ensure that maritime claimants can procure arrest orders speedily – provided the stringent conditions stipulated in the AJPR are met. Relatedly, the Nigerian courts are arbitration-friendly. Therefore, where they are faced with domestic or foreign arbitral awards, Nigerian judges are likely to recognise and enforce them; likewise, where an arbitration dispute relates to a contract with an arbitration clause, Nigerian courts are inclined to honour it – provided it does not practically amount to an ouster clause under Section 20 of the AJA.

On its part, the MAAN boasts of some of the leading maritime law practitioners and scholars in Nigeria. Therefore, its awards are usually well reasoned and would likely withstand judicial scrutiny.

6.3 Highlight any notable pros and cons related to your jurisdiction that any potential party should bear in mind.

While perhaps the most notable drawback with dispute resolution in Nigeria is the time taken to resolve disputes, there are a number of advantages.

There are two layers of appeal in Nigeria's superior court hierarchy that potentially allow litigants to have their dispute subjected to a high level of judicial scrutiny. Also, Nigeria offers maritime claimants a fairly speedy ship arrest process – thereby affording maritime claimants a practical and effective remedy.

7 Foreign Judgments and Awards

7.1 Summarise the key provisions and applicable procedures affecting the recognition and enforcement of foreign judgments.

The courts in Nigeria will recognise and enforce – without reconsidering the merits of the case – any judgment rendered by the court of another jurisdiction in respect of suits, action or proceedings arising out of or in connection with shipping or maritime actions. There are two statutory regimes governing the enforcement of foreign judgments in Nigeria.

Reciprocal Enforcement of Judgments Ordinance 1922, Cap. 175, Laws of the Federation of Nigeria (the "1922 Ordinance")
The 1922 Ordinance is the principal statute for the enforcement of foreign judgments from specified Commonwealth jurisdictions. See *Macaulay v. Raiffeisen Zentral Bank Osterreich AG (RZB of Austria)* (2003) 18 NWLR (Pt. 852) 282. In maritime disputes involving foreign shipowners, charterers, cargo interests, or P&I Clubs from Commonwealth jurisdictions, this regime is the applicable statute when seeking enforcement in Nigeria.

To qualify for registration under the 1922 Ordinance, the judgment must:

(a) have been given or made by the courts to whom the 1922 Ordinance applies (i.e., a High Court/Court in Session); hence, judgments of inferior English courts are not statutorily enforceable;
(b) be a monetary judgment (including an award that has become enforceable as a judgment);

(c) have been granted in civil proceedings;
(d) have been made within 12 months prior to the date of registration, unless an extension is obtained from the registering court; and
(e) not be in respect of a cause of action, which for reasons of public policy or for some other similar reasons the courts of the Federal Republic of Nigeria would have refused to entertain.

Foreign Judgments (Reciprocal Enforcement) Act 1960, Cap. F35, Laws of the Federation of Nigeria (the "1960 Act")
The 1960 Act is another statute governing the registration and enforcement of foreign judgments in Nigeria. Under the 1960 Act, judgments from specified foreign jurisdictions that accord reciprocal treatment to Nigerian judgments may be registered and enforced in Nigeria. Although the Minister is yet to issue the proclamation designating the countries to which the 1960 Act shall apply, in several instances, Nigerian courts have applied the 1960 Act as if it is already in force.

Common law
A judgment can be enforced through recognition under the common law. Formal proceedings may be taken up under this procedure where a judgment creditor does not desire to register the judgment under statute, or the judgment has been caught up by the limitation period stipulated under statute; see Limitation Period for Foreign Judgments under the 1922 Ordinance or the 1960 Act. This is usually effective where the primary benefit to be derived under the foreign judgment is pecuniary.

In adopting this approach, the judgment creditor may institute an action under common law, relying on the foreign judgment as a cause of action against the judgment debtor. This procedure is also known as an "action on the judgment"; see *Willbros West Africa Inc. & Ors v. McDonnel Contract Mining Ltd* (2015) LPELR – 24808 (CA). It is crucial to note that the cause of action in the suit is the foreign judgment and not the substantive issues that resulted in the judgment.

The AJA and the AJPR
Although the 1960 Act does not specifically regulate foreign judgment registration, it is critical to maritime enforcement because it confers admiralty jurisdiction on the Federal High Court and recognises the enforcement of certain maritime judgments through actions *in rem*. For instance, Section 2(2)(c) of the 1960 Act recognises a claim for the enforcement of a foreign judgment against a ship as a proprietary maritime claim; hence, a foreign judgment creditor may initiate arrest proceedings against such a vessel while it is within Nigerian territorial waters or if it is expected to arrive within three days.

Constitution of the Federal Republic of Nigeria 1999 (as amended) (the "Constitution")
The Constitution confers exclusive jurisdiction over admiralty matters on the Federal High Court. Although it has been argued that the application for the enforcement of a foreign maritime judgment may be brought either at the State or Federal High Court, since the court will not re-examine the substance of the dispute, in our view, it is safer to file such actions at the Federal High Court being the court with exclusive jurisdiction over admiralty matters.

7.2 Summarise the key provisions and applicable procedures affecting the recognition and enforcement of arbitration awards.

The Arbitration and Mediation Act 2023 (the "AMA")
Foreign arbitral awards are enforced in Nigeria under the AMA, which incorporates the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (10 June 1958) (the "**New York Convention**").

Section 57 of the AMA provides that an arbitral award shall, irrespective of the state or country in which it is delivered, be recognised as binding on the parties and may be enforced by a court of competent jurisdiction upon application by the successful party.

The party applying for the enforcement of the arbitral award must supply:
(a) the original award or a certified copy of it;
(b) the original arbitration agreement or a certified copy of it; and
(c) where the award or arbitration agreement is not made in the English language, a certified translation of it into the English language.

Where the award is made in a contracting state to the New York Convention, the Convention's provisions as domesticated in Section 60 and restated in the Second Schedule to the AMA would apply. With respect to awards delivered in non-contracting states, the AMA contains standalone provisions in Sections 57 and 58, which in any event mirror the Convention's provisions. Also, the AMA largely adopts the United Nations Commission on International Trade Law (the "**UNCITRAL**") Model Law principles concerning the recognition and enforcement of arbitral awards.

The New York Convention
Arbitral awards are enforceable within six years from the date of commencement of the arbitration (but excluding the period spent on arbitration).

The FHC Rules
Order 52, Rule 16 of the FHC Rules provides the procedural framework by which a party who has obtained an arbitral award can apply to the Federal High Court for the award to be recognised as binding and enforced as the judgment of the court.

8 Offshore Wind and Renewable Energy

8.1 What is the attitude of your jurisdiction concerning the maritime aspects of offshore wind or other renewable energy initiatives? For example, does your jurisdiction have any public funding programme for vessels used in offshore wind? Summarise any notable legislative developments.

Nigeria has adopted an increasingly supportive approach towards wind and marine renewable energy. Although the country currently lacks a dedicated legal framework regulating the maritime aspects of offshore renewable energy, recent policy developments demonstrate a growing governmental commitment to integrating renewable energy into its maritime and blue economy agenda. More emphasis has been placed on policy formulation and investment promotion rather than on initiative implementation.

Although a windfarm was recently commissioned in Katsina State, we are unaware of any offshore wind facilities. Also, the government has encouraged the use of clean energy by removing import duties on solar panels.

Federal Ministry of Marine and Blue Economy

Some of the developments in the Blue Economy policies being implemented by the Federal Ministry of Marine and Blue Economy include the following:

(a) Launching a National Blue Economy Action Plan to unlock opportunities across fisheries, shipping, maritime tourism and renewable energy.
(b) Facilitation of cooperation between Federal Agencies responsible for energy, environment, and maritime affairs to develop regulations to guide and drive energy generation.
(c) Conducting marine spatial planning to manage the use of marine space and resources.
(d) Development of National Blue Energy Strategy that evaluates the feasibility of blue energy projects and articulates a roadmap for development in Nigeria.
(e) Establishing bilateral partnerships with countries with advanced marine energy technologies for cooperation and technology transfer.
(f) Ensuring renewable energy technologies and infrastructure are eco-friendly with minimal impact on the marine ecosystem through periodic environmental assessments.
(g) Ensuring activities of the proposed nuclear power plants by the Nigerian Atomic Energy Commission (the "**NAEC**") to be sited along inland waterways for cooling of the reactor core are carried out in line with the required sustainability and environmental standards.

The Cabotage Vessel Financing Fund (the "CVFF")

The CVFF established by the Coastal and Inland Shipping (Cabotage) Act 2003 (the "**Cabotage Act**") is aimed at strengthening indigenous shipping capacity and may therefore be available to finance vessels used for offshore wind initiatives that fall within Nigerian waters or ships powered by environmentally friendly alternative energy. Although not specific to offshore wind, it could support the development of Nigerian-owned vessels capable of servicing offshore renewable energy projects.

The CVFF has recently been activated more than two decades after its enactment and is to disburse approximately US$700,000,000 to indigenous shipowners. This initiative represents the most substantial government-backed intervention aimed at increasing local vessel ownership, strengthening indigenous participation in coastal trade, and reducing dependence on foreign-controlled tonnage.

8.2 Do the cabotage laws of your jurisdiction impact offshore wind farm construction?

The Cabotage Act aims to promote indigenous participation in Nigeria's coastal and inland shipping industry by reserving domestic maritime opportunities for Nigerian-owned, Nigerian-built, Nigerian-crewed, and Nigerian-registered vessels, subject to limited waivers. Its objectives include developing local shipping capacity, creating employment, facilitating technology transfer, and strengthening Nigeria's maritime industry and economy.

Although the Cabotage Act does not specifically regulate offshore wind or other renewable energy projects, its objectives are directly relevant to their development. Offshore renewable energy projects rely on marine operations such as site surveys, transportation of equipment, installation, cable laying, and maintenance, many of which fall within the scope of cabotage.

By encouraging the use of Nigerian vessels and maritime personnel, the Cabotage Act supports local content, builds indigenous capacity, and positions the Nigerian maritime sector to participate in the country's transition to offshore renewable energy, while the waiver regime provides flexibility where specialised vessels are not yet available locally.

9 Updates and Developments

9.1 Describe any other issues not considered above that may be worthy of note, together with any current trends or likely future developments that may be of interest.

Nigerian Port Economic Regulatory Agency (the "NPERA") Act 2026

In August 2026, the President of Nigeria signed into law the NPERA Bill, which establishes an independent regulator responsible for the economic oversight of Nigeria's port sector. The NPERA Act is designed to separate the economic regulation of port services from the operational and safety functions traditionally performed by the NPA.

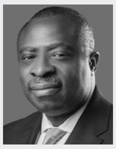
It also proposes the repeal of the Nigerian Shippers' Council (the "**NSC**") Act (Cap. N133, Laws of the Federation of Nigeria), with the regulatory powers of the NSC to be transferred to the newly established agency. Under the proposed framework, the NPERA will oversee key economic regulatory functions, including tariff regulation, licensing of port service providers, and the resolution of commercial disputes within the port industry.

The National Single Window Initiative (the "NSW")

In the first quarter of 2026, the Federal Government began the implementation of the NSW, a digital trade facilitation project, creating a unified electronic platform for all agencies involved in the import and export processes. The NSW will serve as a centralised repository for the exchange of trade-related data among government agencies and private sector stakeholders, streamlining customs and trade procedures. The platform will also integrate scanning services for consignments entering Nigeria by sea and air, with the aim of improving operational efficiency, reducing delays and revenue leakages, and enhancing revenue generated from the maritime sector.

Several key milestones have already been attained, including the inauguration of the Industry Stakeholders' Forum, the establishment of the Private Sector Consultative Forum (the "**PSCF**"), the convening of the Authorised Dealer Banks (the "**ADBs**") Forum, the completion of Business Process Analysis and Technology Readiness Assessments, and the commencement of a Training Needs Analysis.

In addition, stakeholder engagement activities, including webinars and sensitisation sessions, have been held in the course of 2026 to promote awareness and support the rollout of the NSW.



Mark Mordi SAN is the Head of the Maritime Practice Group (and is a leader of the Intellectual Property, Dispute Resolution and Tax Practice Groups) and, in this capacity, he has carved a niche for himself as being a provider of astute legal advisory and representation services to clients in these areas. Mark and his team have successfully defended banks, local and international airlines, P&I Clubs, shipowners, shipping lines, terminal operators, oil service companies and core oil and gas companies in relation to a wide range of cases that have shaped the Nigerian jurisprudence on transportation law.
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Chidiebere Ironuru is an experienced maritime lawyer and prominent in the professional maritime associations in Nigeria. Under the auspices of the Nigerian Maritime Law Association, Chidiebere contributed to the drafting of the Admiralty Jurisdiction Procedure Rules 2023. He also contributed to the drafting of the Cabotage Bill, the Nigerian Maritime Development Bank Bill, the Merchant Shipping Bill and the NIMASA Bill, which are currently being considered by the Nigerian federal legislature. He has advised Nigerian and foreign shipping companies and financial institutions on the financing, purchase, sale and securitisation of OSVs, tanker vessels, FSOs and FPSOs. In 2023–2024, he advised the International Association of Independent Tanker Owners and its members (and liaised with the Nigerian tax authorities on their behalf) as regards their freight tax liabilities in Nigeria. Chidiebere has also had cause to advise and represent a vast range of banks, shipowners, charterers and P&I Clubs on a plethora of maritime claims including but not limited to ownership and/or mortgage of vessels, non-payment of hire, collision, cargo damage, bunkering disputes, disputes relating to lighterage and stevedoring, seafarers' welfare, injuries and deaths, etc.

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Aluko & Oyebode offers clients a dedicated Maritime Practice Group that combines deep sector understanding with the firm's broader strength in complex commercial advisory, regulatory compliance, and dispute resolution. Our team supports clients across the maritime value chain by helping them navigate Nigeria's evolving legal and regulatory landscape, manage risk, and resolve high-stakes matters with precision and commercial sensitivity. We regularly advise on issues arising across ports, shipping operations, marine services, cargo and freight management, offshore transactions, and regulatory compliance involving key industry stakeholders. Our strength draws on the firm's integrated capabilities in litigation, arbitration, corporate advisory, taxation, and energy, enabling us to provide clients with holistic support on matters that intersect with maritime operations.
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