

# The Ship in the New Saudi Commercial Maritime Law

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## ABSTRACT

The new commercial maritime law in the Kingdom came comprehensive and detailed for all topics related to commercial maritime navigation, thus responding to most of the problems that arise in the field, specifically regarding the ship as the focus of the rules of maritime law. This system defines the ship in law, regulates its civil status, determines how to name it, determine its domicile, and the conditions for acquiring Saudi nationality. It also contained a regulation of the rights granted to ships by ownership, as well as their lease and mortgage, the mechanism of attachment to them to settle debts and the rights in kind dependent on them and controlling the rights of third parties on ships and the procedures for forcibly selling them from precautionary seizure and executive seizure and then forced sale in public auction. Until this research was an effort to present a clear picture about the legal system of the ship in the new Saudi commercial maritime system and confirming the extent of the success of the Saudi legislator with the ship system in highlighting the legal frameworks for this facility prepared for maritime navigation.

**Keywords:** *Maritime Law - Navigation - Ship - Attachments.*

## 1. Introduction

The ship in law is an important topic that arises today after the issuance of the Saudi commercial maritime system in its new form under royal decree No 33 and the date of 5-4-1440 Hijri .This new legislation is of great importance and unwavering ,as it comes within the framework of ensuring the support of maritime navigation and the positive ,vital, and strategic role of commercial shipping in making Saudi Arabia a global logistics center with distinction ,while ensuring compliance with international treaties in the shipping industry.In this legislative text ,the Saudi regulator sought to establish a system for the ship and for all institutions overlapping in commercial maritime law . This new system will undoubtedly support the shipping industry in achieving Vision 2030 and achieving the desired investment in the shipping industry ,nevertheless committed to the most important international standards and the treaties of the international community on the side of the shipping industry.

What prompted us to choose this topic is its legal value and modernity, as this new system in the commercial maritime field is the first independent maritime legal text in Saudi Arabia. This new text is a historic development of the rules of maritime trade in terms of facilitating procedures and unifying them in the Kingdom within a single legal framework that is easy to refer to.It is noted that the new commercial maritime system was characterized by the fact that it came comprehensive, accurate and detailed to all topics related to commercial maritime navigation and responded to almost all the problems raised in the field, as it contained a demarcation of the rights that respond to ships by ownership as well as in the case of mortgage and the reservation mechanism to meet the debt and the rights in kind dependent on them, and the rights of others on ships related to the provision of support services for their operation such as the operation of towing, guidance or supply of ships, or the provision of rescue and assistance services and related rights of others to the ships related to the provision of support services for their operation such as the operation of towing, guidance or supply of ships, or the provision of rescue and assistance services. ships during maritime accidents.

The aim of this research remains to try to provide a clear legal picture of the ship's legal system in the light of Saudi Arabia's new commercial maritime system. Therefore, the problem of research is determined by the question: Has the Saudi legislator succeeded in the ship system in highlighting the legal frameworks of this marine facility?

## 2. Definition of the ship and its legal nature

According to article 1 of the new commercial maritime system, it states: "The ship's accessories for exploitation are part of it. In the Saudi regulator's conception, the ship is an integrated unit that is so indivisible that it has legally withdrawn the ship's description of the ship with its structure and accessories for maritime navigation such as lifeboats, masts and other related or unrelated vessels and is included in the list of accessories and equipment for its exploitation.

The naval platform was also considered to be in the ship's rule and is according to the system a marine facility used to extract wealth such as gas and oil Article 29/1 of the new commercial maritime system stipulates that it is issued: the licensing authority for offshore platforms to operate in the kingdom's maritime areas in accordance with the requirements and instructions set by the regulations.

Although international law at the level of the text of the Geneva conventions and the United Nations Law of the Sea did not provide for a legal definition of the ship in general, most internal regulations provided for legislative definitions. Although they are apparently different, there are common features that reflect in their entirety the modern concept of the ship, which has been put forward by jurisprudence since 1962, which considered the ship to be a sea boat capable of countering the dangers of the sea. The French jurist Antoine VILLARD has also defined it as a facility capable of facing the dangers of the sea and used specifically for maritime navigation on a regular basis.

There is no doubt that by this definition the Saudi legislator has succeeded in enshrining the definition put forward by the modern jurisprudence of the ship that it is every facility dedicated to maritime navigation. In terms of meaning and purpose, it is the same definition as the Egyptian regulator in the new Maritime Trade Act. In the new Saudi maritime trade text is particularly clear in that it imposed two mandatory conditions for legally granting the ship's description: the allocation of the ship for maritime navigation and habitation. The Saudi regulator considered the ship to be unmoved, which we conclude from the express terms of Article III of the new commercial maritime system, which literally stated that: "Considering the provisions of the system, the provisions of the money transferred shall apply to the ship except for a provision of possession and a special provision. "The Saudi legislator had another vision: that he decided to subject the actions related to the ship in terms of establishing the right of ownership and transferring it and its expiry, and regarding the rights in kind of the same procedure of selling and transferring real estate, which is the books or the official editor. Moreover, according to Article 59, the new commercial maritime system is also not subject to the provisions of the transfer mortgage but is subject to the provisions of the real estate, stating: "The ship shall only be subject to a formal contract. "Also, regarding protesting against third parties for legal actions on the ship, it will only be effective after it has been registered in the ship register, which is the same provision

and mechanism applicable to the property. This reminds us of the designation of the ship by jurists as a "registered transporter". Also, regarding the rights of privilege on the ship, it applies to the property and the right to trace as stipulated in article 67 of the said regulations. Once this facility is destroyed and the ship is legally lost after it has been established that it is unfit for maritime navigation, it will be treated as a transporter and will therefore be applied to the Civil Code, specifically the general provisions of the transfers, as it has thus lost the ship's status and is therefore no longer subject to the provisions of maritime law. This is indeed the work of the French judiciary, which considered the wrecked ship to be a normal transport

### 3.The civilian status of the ship

As for the name of the ship, Article 11 of the new maritime trading system states: "Every Saudi ship must take a name for it..." This means that the owner of the ship, as the stakeholder involved, must give a name to his vessel. Of course, he is free to choose the name because the regime did not impose a list of names not on the face inventory and not to mention. This name can be a name such as a celebrity or a fictional name, which is important that this name has not previously been used for a ship active in maritime navigation and registered earlier in the Saudi Arabian Ship Registry. In other words, the adoption of an earlier name of a foreign ship is legally permissible and there is no objection to this, which we conclude from the purpose of the Saudi legislator solid from article 11, paragraph B of the system, which expressly states: "It is not permissible to repeat the single name of more than one ship in all registration offices in the Kingdom." This gives us the assurance that it is important to have a local name that is not carried by another ship. This distinguishes them from other ships with Saudi nationality and avoid confusion between ships, especially in the event of an accident or collision between two ships of Saudi nationality. The same article of the new system imposed the place of writing the name, with the front of the ship on both sides and on its rear in Arabic and Latin, prominent and visible and in a color different from the color of the ship. The ship's registration port must be written on its rear, as well as all data and data. The hallmarks imposed by the executive regulations. The assessment of the ship's cargo remains a prerequisite for its legal registration, which was approved by the Saudi regulator in Article 10 of the new maritime system: "The registration of the ship is required to examine, inspect, measure and estimate its cargo by the Authority, or it's authorized by one of the local and international classification bodies approved after

submitting its ownership document. "The Saudi regime has stipulated that these bodies should be members of the Federation of International Classification Bodies (AJAX). In this context, the Saudi organizer dedicated chapter 7 under the title of classification bodies. The ship has only one legal home, the port where it was registered, and the headquarters or residence is intended for man. As for jurisprudence, the ship's home is determined by the state of registration. The Saudi legislator defined the registration state as the core of article 37, paragraph 37 of the new commercial maritime system as we have already pointed out. It is also legally okay to change the ship's home from one port to another if the first registration included in the first port register is transported and finished and a new registration is made in the registry of another port at the will and interest of the owner, subject to full compliance with all ship registration procedures in accordance with the system.

For the ship's identity papers, the collection of documents and documents that must be on board upon the cruise. The new commercial maritime system provides for the totality of these documents, the official fact book held by the captain, in which all facts and events, including crimes, deaths and births on board during the cruise, are recorded. We also find a shipping list showing the cargo shipped on the ship, the health certificate on board the ship and the country of arrival. Also the sailors' book, which includes the names of the sailors, the license of navigation and the book of the engines of the ships, which is all related to the civil status of the ship as the registration certificate, article 16 of the system states: "The registration certificate is a document to prove the ownership of the ship and its enjoyment of Saudi nationality and must be kept in the ship and a picture of it shall be hung on the bulletin board of the ship and used only to operate the ship in legitimate navigation ..

#### **4.The nationality of the ship and its registration**

A ship that has no nationality or does not carry a flag is classified as a pirate ship. The law of the sea was therefore imposed under the 1986 Convention: "Every state is obliged to hold a special register in which the ships granting its nationality are registered. "In this context, the Saudi legislator imposed two complementary conditions: national ownership and national registration of the acquisition of the Saudi national ship organized by Article 4 of the new commercial maritime system, which states: "The ship acquires Saudi nationality if it is registered in one of the kingdom's ports and is entirely owned by a

person of this nationality..." The national property requirement means that the ship is fully owned by a Saudi national with only this requirement that can be granted Saudi citizenship. This provision applies both to the natural or morally personal person. The justification for this is to preserve the national interest. As a reminder, the status of dual nationality is not enshrined either in international law or in any internal legislation, and each ship must have one nationality.

As for the second condition, it concerns that the ship must be registered at a port in Saudi Arabia, otherwise it will not acquire Saudi citizenship in accordance with article 4 and Article 7 of the new regulation, which states: "No self-propelled vessel may sail the Flag of the Kingdom unless it is registered in accordance with the provisions of this system." However, we note that the Saudi regulator has been exposed to the widespread ownership of the ship and stipulated that the acquisition of this ship of Saudi nationality must be most of the shares owned by Saudis, which is what is stated in paragraph 2 of article 4 of the system. This gave the legislator the possibility of adjusting the ownership ratio in accordance with the general interest of the kingdom's economies. In all these photographs, the procedure for registering the ship at a port in the Kingdom remains a prerequisite for granting it Saudi citizenship.

As for the Saudi nationality of the ship, it is carried out by the registration certificate issued by the official registration offices in the Kingdom, as confirmed by article 16 of the new maritime order, which states: "The registration certificate is a document to prove the ownership of the ship and its enjoyment of Saudi nationality..."The Saudi regulator has granted ships with only Saudi nationality and other foreign vessels the privilege of engaging in towing activity, mentoring or providing supply services in the kingdom's territorial waters as well as coastal navigation in accordance with Article 6 of the new maritime system. The doctrine stressed that registration has legal as well as administrative importance, especially since it allows the regulation of the maritime sector, which facilitates the state to exercise supervision and control in a strict and effective manner. The Saudi legislator in the new commercial maritime system has adopted an in-kind rather than a personal system in the ship registration process because it is based mainly on the ship and not on individuals and owners.

For ships subject to the obligation to register, each self-propelled vessel, whether Saudi or foreign, is subject to a lease and is not equipped. This procedure is performed in the registration offices of accredited ships in the Kingdom after being examined and examined in accordance with the system. To clarify, these offices hold the ship's register, and each ship is allocated a page containing all its own data and information. A report is also written for purpose and published in local newspapers. The registration process is completed by the disclosure of the editor mentioned in the license plate assigned to the registration office and is downloaded on the website of the Authority in accordance with article 8 of the said system and is also publicized in the registration office in accordance with paragraph 3 of the same article of this system. After completing the registration obligations and its regular and administrative conditions and issuing a decision by the President to register, a certificate of registration will be issued directly knowing that without this document no sailing ship can raise the flag of the Kingdom. However, for foreign chartered and unequipped vessels, the situation is quite different, as they are assigned their own register for the temporary registration of foreign vessels and obtain a temporary registration certificate in accordance with the last paragraph of article 20 of the new system. This is, of course, in the form of the ship's presence inside the territory of Saudi Arabia. If the ship is located outside the Kingdom, in accordance with article 20 of the new maritime system, the Kingdom's representatives abroad can issue this certificate to the foreign ship as well as any ship registration office, and of course this certificate has a temporary character that is valid for one or more flights depending on the lease or for six months with the possibility of renewing it for a maximum of two years.

Note that the system guaranteed the new owner, who is a Saudi national and acquires ownership of a ship outside the Kingdom, the right to register his ship and obtain a registration certificate that is temporary for six months, whether from the registration offices in the Kingdom or from any representation of the Kingdom abroad, subject to this document losing its legal validity once the ship arrives in the Kingdom in accordance with the provisions of Article 13 of the new commercial maritime system. The ships exempted from registration in the Kingdom's ship registry were detailed by the Saudi regulator in detail the crucifixion of Article 7 of the new regulations.

First, it should be recalled that the dual registration of ships in the records is legally prohibited. It is not

possible to accept the registration of a ship in the Saudi National Register of Ships and at the same time it is registered in the ship register in another country, and this prohibition is stipulated in the second paragraph of article 19 of the new maritime order. The Saudi legislator pointed out that this prohibition is legally removed provided that the finishing procedure on registration is completed.

It is established that the registration has many legal and administrative implications, including the acquisition of Saudi nationality by the ship in accordance with articles 4 and 7 of the system, as well as carrying it out to the Saudi flag, carrying out the activity of the country or extension, carrying out supply services in the kingdom's maritime areas and engaging in coastal transport between the kingdom's ports in accordance with article 6 of the system. It has been stipulated The Saudi regulator in the new maritime trading system is the core of Article 16: "The registration certificate is a document to prove the ship's ownership and enjoyment of Saudi citizenship ...". Registration also has a publicity function about the legal conduct contained on the ship of the sale, transport, mortgage, gift and other rights in kind, which the system must register in the ship's register so that the current legal status of the ship can be found by each stakeholder.

Finally, it is an objection to the implications of this registration. Any stakeholder or right to exercise objection to the registration of the ship can. The Saudi organizer has devoted this objection, which is a statement to an appeal against the registration and proceeds with the filing of an administrative application within 90 days of the day of the announcement of the registration record with the competent registration office to end up filing a lawsuit no later than fifteen days from the date of the filing of the objection, in the court, which has the ship registration office in its jurisdiction. In accordance with the provisions of the last paragraph of article 14 of the said system, the right of the objector shall be permanently extinguished. Also, in the event of a fall in the form of an objection to registration or a final judicial decision to reject it, it would result in the issuance of a permanent registration certificate for the ship in accordance with article 15 of the new regulations.

## 5. Ship ownership

The ship's construction ownership is a voluntary transfer of ownership under the ship's construction contract, which is its own. It was organized for the first time by the Saudi legislator solid articles 31 and the subsequent new commercial maritime law.

The new system for the validity of the ship's construction contract required the signing by both sides of the ship's manufacturer and the craftsman, but the proof of its proof would be in writing, in accordance with article 31, which stated: "The contract for the construction of the ship and any modification made in writing shall be established, and it is valid only by the signature of its parties."

The ship's construction contract arranges several implications, such as the obligation of the harpoon to pay the pre-agreed price for the construction of the vessel, the mechanism and date set by the parties and becomes legally due once the ship is delivered. Loyal On the other hand, the Saudi legislator granted the construction student the right to test the ship before receiving it in order to protect him from the process of fraud or defect in its construction, so that the ownership of the ship remains in the hands of the construction contractor and does not transfer its ownership until the client exercises his right to experiment, as stipulated in article 32 of the new commercial maritime law: "The ownership of the ship remains for the construction contractor and the ownership of the ship shall not be transferred to the construction student except by accepting its receipt after its experience unless otherwise agreed.

The contractor of the ship is legally obliged to build the ship in accordance with the agreement with the secretariat in full terms and in accordance with the obligation provisions applicable in all types of contracts. Each delay is borne in the implementation of what was agreed in the construction contract. It is also committed to ensuring that it is free of hidden defects, even if the construction student accepts to receive it to the ship after its test. The system has set a deadline of only one year to bring the warranty case before the judiciary and counts from the date the construction student learned of the ship's hidden defect.

The contractor is also obliged to build the ship by delivering the ship in accordance with the agreement to order, place and manufacture. It bears the consequences of the ship's destruction, which leads to the need to secure the ship from all damaged and decimated accidents before handing it over to its owner. In general, the ownership of the ship does not move from the financial assets of the construction contractor to the financial disclosure of the construction student only by accepting its receipt after its experience.

It should be noted that the contract for the sale of the ship, is subject to the general provisions of contracts and obligations, as well as the general sale provisions, so it is necessary to provide the general staff of the Like the ship's construction contract, the contract for the sale of the ship is an original single business in accordance with the provisions of Article 1 of the Commercial Court system. This so-called contract is classified as binding contracts for both sides. The sales contract is considered the most important, oldest, and most commonly used contract, and Islamic law has preceded all legislation in making the sale a carrier of ownership so that the buyer becomes the owner of the sale at the contract from a place and a legitimate reason and the price and satisfaction of the contractors. The ship must also be present, ready for delivery at the time of the contract and suitable for use, exploitation, and activity in maritime navigation. like any seller in any sales contract, is obliged to guarantee maturity and hidden defects. On the other hand, he can legally exercise the right to imprisonment if he does not meet his rights, particularly with regard to the price.

With regard to the formality of the sale of the ship, the Saudi legislator imposed the writing to complete the sale and considered the official editor not only as a means of proving the sale but also as a condition for his validity and access between the contracting parties in order to pay the penalty of absolute nullity in the event of the default of this condition as a valid condition for the sale of the ship, which is expressly stated in the first paragraph of article 36 of the same system. The Saudi legislator's position on imposing formality and writing of the validity of the sale of the ship makes sense of the economic and financial importance of the ship as well as to monitor the availability of ownership requirements, especially the nationality of the new owner. This position is like that of most modern legislation. Note that if the purchase of the ship is completed outside the territory of the Kingdom, the buyer must certify the sale from the Kingdom's representative abroad in accordance with the second paragraph of the same article.

The contract for the purchase of the ship is subject to legal publicity, namely, its registration in the legal vessel registers and for others, this procedure is obligatory so that it can be invoked, as the last paragraph of article 36 of the new commercial maritime system has acknowledged: "The actions referred to in paragraph (1) shall not be valid for others except by listing them in the ship's register". The new system also provided for a special case for the sale of the ship by the judiciary in the case of maritime

construction at the request of one of the partners owning the ship because of a dispute between them and the inability to continue the popularity in a useful way.

## 6. Ship lease

In accordance with international trade rules and in principle, the ship's lease is subject to the flag-raising law of any state law of the ship's nationality. However, this rule is not absolute as the parties to the lease may agree to apply another law to their contract. For the Saudi regulator, he took a clear position of applying the Saudi commercial maritime system to Saudi ships in accordance with article II of the system. Which means the absence of will. Relating to Saudi ships and transactions that are the subject of the sale, rent and other contracts concluded. This excludes any possibility of contracting parties choosing to lease the Saudi ship under a law other than Saudi law to apply it to their lease. This refers to the consideration of the rules governing the lease of the ship as an orderly provision except for those in which the text allowed for contractual freedom.

The lessor may use the ship to transport persons and goods unless the lease stipulates otherwise. This agreement must provide for several obligatory elements, namely the name of the ship, the amount of its cargo, its class, its state of nationality, the name of the lessor, the tenant, the place, the time for shipping and unloading, the value of the lease and the value of compensation in the event of delays in shipping and unloading. It is also necessary to determine whether the rent is for a specified period or for a specific trip or trips and if the lease is for the entire ship or only for some of it. In the protection of the rights of others, a procedure is imposed under the lease of the ship in the ship's register to protest others if its duration exceeds one year. To protect the tenant's rights in the event of the sale of the ship, the system guaranteed him the right by force of law to continue exploiting the ship by stating. The sale of the ship does not entail the termination of its lease. As for the owner, may exercise the right of confiscation of the goods that are owned by the lessee in order to collect his wages. This fare could be adjusted further if the lease period agreed in the contract expires and the ship remains on its voyage. It can also be reduced provided that there is a prior agreement providing for the return of the fare difference in the form of the end of the trip before the specified date of the lease. The Saudi legislator organized the lease of the unprocessed ship in

the second chapter of the new commercial maritime system under the provisions of the order, detailed and explicit. Article 1 is defined as: "The contract under which the lessor is obliged to place a particular vessel at the disposal of the tenant for a specified period without equipping it with supplies, sailors or fuel. Article 1 of the said system defined the lease of the equipped vessel as: "The contract under which the lessor is obliged to place a particular navigable and fully equipped vessel with supplies, sailors or fuel at the tenant's disposal for a specified period, or to take a particular trip or voyage."

## 7. Maritim Mortgage

If the Saudi legislator does not know the mortgage contract, it regulated it in chapter three of the new commercial maritime system in terms of its terms and effects. It is doctrinally agreed that a maritime mortgage is an agreement that gives the creditor an in-kind right to the ship and is concluded between the current debtor and the mortgaged creditor. And to arrange the mortgage its legal implications must respect its conditions stipulated regularly. To illustrate the purpose of the mortgage, the French jurist RODIERE al-Mortgage was portrayed as "a phrase on a seat belt placed in the hope that it would not be needed."

In terms of its composition, article 59 of the new maritime order required that the ship be subject to a formal contract. To be clear, formality here is a validity requirement and therefore the breach of this formality automatically results in the absolute nullity of the marine mortgage. Then, after the foreclosure agreement has been written, it must be registered directly with the ship's register, but if the ship is in the construction phase, the restriction is made at this registration office in accordance with article 63 of the said system. Of course, this procedure has a publicity function aimed at invoking mortgages towards others. The legislator seized the finishing images of this restriction, namely, a judicial decision or on the basis of an agreement between the parties, if the debt was fulfilled or if it expired and the mortgaged creditor did not request the renewal of the restriction. The duration of the restriction has been set by a solid law of article 65 of the new maritime system at two terms: the expiry of the period of foreclosure, which is a period of agreement and a period of 10 years after the restriction as a general term applicable to all ship mortgage contracts. These deadlines are calculated from the date of the registration in register or registration office if the ship is in construction. According to the text of the

system, the effect of this restriction shall be invalidated if it is not renewed before the end of the regular period.

In terms of substantive conditions, they are numerous. In addition to the need for the general pillars of the contract to be positive and accept any satisfaction of the mortgaged creditor and the current debtor, the owner of the ship, and the debt to be fixed and determinant of value in the mortgage contract, and the legitimate reason for it the ship is located as a substantial corner of the mortgage. Considering that the ship in its legal concept, as we have seen before, is an integrated unit, the mortgage falls on its cover as a body and with it its necessary accessories for exploitation, whether connected or separate from it. The mortgage remains valid on the same ship even if the ship is turned into a wreck, as expressly stated in Article 61 of the new maritime regulation: "The mortgage on the ship or a share of it remains valid on its wreckage." The Saudi organizer also granted the owners of the ship the right to mortgage their ship, if it is approved by the holders of three quarters of the quotas, and if this quorum is not possible, the judiciary will be used to decide what it deems appropriate after assessing the interest of the owners in the maritime commons. Regarding the expiry of the mortgage, there are general and special conditions. For the first category stipulated in the Civil Code, which are the expiry of religion, namely clearing, renewal, exoneration, and loyalty. The conditions for the expiry of the ship's mortgage, together with its expiry due to all possible legal penalties for the foreclosure contract, such as avoidance, annulment, and expiry due to the non-renewal of the registration in the ship's register, provided that the new commercial maritime system provided for the destruction of the vessel and its debt clearance. A contract in law arranges several legal implications for both parties and others. First, for the parties to the mortgage and as a binding contract for both sides, it obliges both the current debtor and the mortgaged creditor to implement its legal and contractual obligations to the other party. In accordance with the debtor's profit rule, a general guarantee to its creditors that the mortgaged creditor has the right to my eyes on the ship, allowing him, if the debt is not fulfilled by the mortgaged debtor, to seize and execute the mortgaged ship. This right does not give the creditor the right to own the ship at all, whatever the value of the debt. The fact that the ship remains in the possession of the current debtor legally allows it to exercise the right of ownership powers over the ship in its hands, thereby means the powers of exploitation, use and disposal. Note that in principle there is nothing legally prohibited from transferring ownership of the ship by sale or donation

unless it is already in foreclosure and the record of the seizure of the ship's register in accordance with article 67 of the new commercial maritime system, or at the registration office if the mortgage is a ship still in the process of being built as mentioned above. Any transfer of ownership of the ship to a foreigner is of no value and has no legal effect, as the Saudi regulator approved the automatic finishing by force of law on such transport in accordance with article 18 of the new commercial maritime system. As for the effects of mortgages on third parties, it is legally necessary for this contract to meet the requirements of its formal validity, objectivity, and the requirement to invoke it, particularly under foreclosure in the ship register. This gives the mortgaged creditor the right to progress and trace.

### **8. Seizure of the ship**

It must be clarified that it is doctrinally intended to reserve the ship and seize it at the request of a creditor so that he can obtain an executive bond under which he can take the procedures of execution on it. This procedure is used to prevent ships from travelling, especially those with foreign nationality, as only their status is resolved by the judiciary.

As for legislation, the new text of the Saudi Commercial Maritime System included the following clarification: "The custody of the ship shall be by judicial order of the competent court, and a record shall be written, and this reservation shall only be signed in fulfilment of a maritime debt. It should be noted that article 75 of the new maritime trading system seized the list of maritime debt based on its reasons for its emergence, exclusively. Therefore, the creditors have the right to seize the ship associated with the maritime debt or to another ship, if it is on the debtor's property at the date of the request for seizure of the ship, as stipulated in the new commercial maritime system. The Saudi legislator regulated the reservation status of the vessel, which is the subject of a lease in article 77 of the new maritime system, which included that in the form of the ship's tenant being the one in charge of the shipping department and solely responsible for any related maritime debt, the creditor may sign the seizure of the ship or another ship on the tenant's property. The same article prohibited the seizure of any other vessel of the landlord under that maritime debt. The law imposes several conditions and procedures on which the validity and arrangement of the executive reservation depends on its legal implications, namely, that the creditor obtain an executive bond in advance, formally inform the

debtor of the payment of the debt and hand over the notice of notification to the owner, the skipper or his or her be warned if the debt is private to the ship. Note that it is permissible to complete the notification and sign the reservation in a single report. The system required that the record of the seizure include the assignment to appear before the execution judge in the court where the application for detention was signed to hear the sale order. A copy of the booking record of the ship's captain or his bequerel and another of the competent authority at the port of detention is required to prevent the ship from travelling and another to the registration office to be registered in the ship's record and a fourth photograph of the consul of the state with the ship's flag. As a reminder, if the ship is not Saudi, the record is made public with the record of foreign vessels prepared for purpose. Regarding forced sale, the Saudi regulator has made clear provisions for him, especially regarding the forced sale of the ship, as it was imposed that the court's decision includes a specific price, the terms of the sale and the date of the auction. The system has specified the need to sell on two sessions between which there is a seven-day break and the auctioneer who proposed the highest bid in the two sessions should be sold once and for all. Finally, the ruling on the award of the auction is an official document for the transfer of ownership of the ship to the anchor on which the auction must be made public in the ship register, knowing that the ownership of the ship is transferred to the new owner following the forced sale of all the bearings after of course distributing the price of the sale of the ship to creditors in accordance with the law of arguments. The new owner also has the absolute freedom to continue or refuse to continue working on the employment contracts of the captain and sailors of the ship, as there is no legal obligation to him in accordance with article 91 of the new commercial maritime system.

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### References

- [1] ALAMOUDI. "The Electronic Newspaper of the past".11/12/2018, Riyadh. [www.sabq.com](http://www.sabq.com)
- [2] Ali Adel ALMEKDADI." Maritime Law". Culture Publishing and Distribution House Library, Amman, 2009.
- [3] Decision of the Court of Appeal of XN Provence AIX EN PROVENCE, dated 18 March 1983 published in the journal Revue Trimestrielle de droit maritime, 1984.[4] Jafar ALFADHLI." Brief in Civil Contracts (Sale- Rent- Entrepreneurship)". Study in light of Legal Development, Library of The House of Culture Publishing and Distribution, Jordan, 1997.
- [5] Julien BONNECASE." Droit Maritime". Edition SIREY, n 1, Paris, 1932.
- [6] Naïf Bin Sultan ALQURASHI, Ziad bin Ahmed ALQURASHI."Business- Merchant - Commercial Companies".Hafiz Publishing and Distribution House, Jeddah, 1428.
- [7] Rene RODIERE." Maritime Law". Dalloz, Paris, 1997.
- [8] Rene RODIERE De Pontavice, Emmanuel. Maritime Law, Dalloz, Paris, 1997.
- [9] Salem ALDOSARI." Saudi Arabia's commercial maritime system affirms adherence to international treaties".article published in Al-Economics Today, January 8, 2019.
- [10] Sophie LAPORTE." Competitiveness of The Maritime Mortgage IN The Context of Boat Financing, Master's thesis in Business Law". Aix-Marseille University, 2015-2016.
- [11] Tharwat Ali Abdul Rahim." Saudi Maritime Law Commentary". Al-Rashid Publishers Library, First Edition, Riyadh, 2015.
- [12] The final document of the United Nations Conference on the Law of the Sea on 29 April 1958.
- [13] United Nations Conference on the Law of the Sea on 10 December 1982.
- [14] United Nations Conference on the Law of the Sea on 10 December 1982

University in KSA and now she is coordinator in the department of Marketing .