

Chambre Arbitrale Maritime de Monaco

Autorisée par Arrêté 13 juillet 1979 n.929 du Ministère d'Etat de la Principauté (Loi n.492 du 3 janvier 1949 Loi n.576 du 23 juillet 1953 Loi n.1072 du 27 juin 1984)

HOW TO BRING A DISPUTE BEFORE THE C.A.M.M.

1. When entering in a contract through a particular form, parties may :
 - a) Fill (or alter) the arbitration clause already provided for in the particular form adopted (charterparty, bill of lading, received for shipment, booking note, Towcon, Towhire, general average receipt or bond, salvage standard form, shipbuilding standard form, memorandum of agreement for sale of ships, etc...) by inserting the reference “(Arbitration in) Monaco at the C.A.M.M.”

or

 - b) Insert in the contractual instrument a particular arbitration clause with reference to the C.A.M.M., preferably according to the text recommended by C.A.M.M. (see Recommended Arbitration Clauses).
2. Whenever no contract has been stipulated (for ex. in cases of collision, spontaneous rescue or salvage or salvage by order of authority and so on), or where no arbitration clause has been inserted in a contract and nevertheless a dispute has arisen, parties may sign an agreement for arbitration by each one appointing an arbitrator listed in the official roster of the arbitrators agreed by the C.A.M.M. (see List of Arbitrators). The two appointed arbitrators will then choose a third arbitrator president of the panel. Parties may also appoint (if they agree on the third name) the entire panel right away.

By mutual agreement they may also appoint a sole arbitrator.

Parties are even at liberty of choosing one (or more) arbitrator(s) out of the list of the official roster, but they must previously or subsequently apply for approval by the Executive Commission of the Chamber.

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3. In all cases as above, the plaintiff (viz. the first claimant who intended to bring the dispute in front of the C.A.M.M.) must notify the defendant(s) (viz. the adverse party(ies)) with a statement of claim by registered letter with return receipt, sent in copy to the Chamber's Secretariat. The statement of claim must contain a summary of the merits on facts and relevant legal items whereon the statement is grounded, together with the appointment of the plaintiff's arbitrator, if not yet made in a preceeding agreement (see above under (2)).

The defendant(s) must, in turn, notify the plaintiff, within a delay of one month, with a statement of defence by registered letter with return receipt, sent in copy to the Chamber's Secretariat.

In case both parties abstain from appointing their arbitrators, the Executive Commission will designate a sole arbitrator.

4. Parties must also remit in advance to the account of the C.A.M.M. n°70167000001 at Compagnie Monegasque de Banque, 2 Bld. De Moulins, Monte-Carlo, the amounts fixed in the Official tariff of the Chamber (see excerpt joined to the booklet), both for arbitrators' fees and administrative costs.
5. Parties are at liberty of indicating in their agreements or arbitration clauses, which national law is to be applied for settling the dispute.

On their default, arbitrators of the C.A.M.M. are held to apply the law of conflict that they judge appropriate according to principles of International Private Law, or the international Conventions or other Uniform Law ruling the matter, as well as the international or domestic customs or usages that they deem relevant on the case.