

Case 552: CISG 66; 67

Spain: Provincial Court of Valencia, Sixth Division, 107/2003

Cerámicas Jovi S.L. v. Hanjing Shipping Co. Ltd.

15 February 2003

Background: Court of First Instance No. 21 of Valencia, 27 May 2002

Full text: <http://www.uc3m.es/cisg/sespan32.htm>

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The dispute involved not the buyer and seller under the international sales contracts, but the Spanish buyer (consignee) and the carrier. The goods were destroyed as a result of a fire on board the vessel on which they were being transported. The buyer sought damages and to be declared the owner of the goods, which was considered moot by the lower court judge. The appeal court held that the buyer bore the risks of transport from the time at which the goods were loaded on to the vessel. Citing article 66 CISG, it accordingly ruled that the buyer was the injured party and its claim justified.

本件は、国際売買契約における買主と売主ではなく、スペインの買主（荷受人）と運送人との間の紛争である。運送中の船の甲板火災の結果、物品が焼失した。買主は損害賠償を請求し、物品の所有者である旨の確認を求めた。後者については、下級審の裁判官は疑いがあるとした。控訴審は物品が船積みされた時点から運送中の危険は買主が負担すると判示した。そして、CISG 第 66 条を引用し、買主は損害を被った当事者であって、買主の主張は正当であると判示した。