Does Arbitration Oust Admiralty Jurisdiction?

Re-examining Section 20 of the Admiralty Jurisdiction Act 1991

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Abstract

Globalisation has not merely transformed the world into a global village for social interaction; it has fundamentally reconfigured the architecture of international commerce. The increasing interdependence of economies has led to a proliferation of cross-border contracts for the purchase and supply of goods and services. Central to this commercial expansion is maritime transportation, which remains the dominant medium for the movement of goods in international trade. Indeed, carriage of goods by sea is not simply historical; it is indispensable to contemporary global commerce. Maritime transactions, by their very nature, involve multiple actors across jurisdictions, including shipowners, charterers, cargo interests, insurers, financiers, and port authorities. Consequently, maritime contracts are inherently international and legally complex.

Given this complexity, disputes are inevitable. The critical issue is not the occurrence of disputes but the mechanism by which they are resolved. In international commercial practice, party autonomy has emerged as a foundational principle. Parties are generally free to determine the governing law of their contract and the forum for dispute resolution, i.e. whether disputes should be resolved through litigation or Alternative Dispute Resolution (ADR), particularly arbitration. This autonomy is not merely procedural convenience; it underpins predictability, commercial certainty, and risk allocation in international trade. The enforcement of forum selection and arbitration clauses has therefore become a cornerstone of modern transnational commerce.

However, the Nigerian judicial approach to maritime disputes has, in recent times, revealed a tension between constitutional/statutory jurisdiction and contractual autonomy. While it is trite that courts possess inherent jurisdiction to adjudicate disputes within their competence, the assertion that parties cannot, by agreement, “oust” the jurisdiction of Nigerian courts has been invoked to scrutinise or, in some cases, resist the enforcement of foreign jurisdiction and arbitration clauses in maritime contracts. This position raises critical doctrinal and commercial questions.

Firstly, it calls into question whether the characterisation of ADR or foreign forum clauses as “ouster clauses” is conceptually accurate in the context of modern arbitration law. Arbitration does not extinguish judicial power; rather, it reallocates the primary forum of dispute resolution while preserving the supervisory and enforcement jurisdiction of national courts. Secondly, such judicial resistance risks undermining Nigeria’s obligations under international instruments governing recognition and enforcement of arbitral awards, as well as its aspiration to remain competitive in international maritime commerce. Thirdly, an expansive interpretation of maritime jurisdiction, particularly under the Admiralty Jurisdiction framework, may inadvertently prioritise judicial control over commercial certainty.

This article, therefore, interrogates three central issues: (i) the scope and meaning of “maritime disputes” under Nigerian law; (ii) whether the choice of ADR or foreign governing law truly constitutes an impermissible ouster of the jurisdiction of Nigerian courts; and (iii) the broader legal and economic implications of recent judicial decisions in this sphere. In doing so, the paper argues that the tension between jurisdictional sovereignty and party autonomy must be carefully recalibrated if Nigerian maritime jurisprudence is to align with contemporary international commercial practice while remaining faithful to constitutional principles.

Introduction

International trade and commerce remain the backbone of the world economy. Inevitably, this entails the constant movement of people, goods, and services across countries and jurisdictions. In today's world, whilst carriage by air predominates in the movement of persons, carriage by sea continues to control a substantial share of the global goods market. Consequently, contracts are routinely executed between parties, and disputes arising therefrom, together with issues of settlement, adjudication, and enforcement, are an unavoidable feature of international commerce.

While the Admiralty Jurisdiction Act, 1991 (AJA) delineates what constitutes maritime claims under the Act,[1] the Constitution of the Federal Republic of Nigeria, 1999 (as amended) (the Constitution)[2] vests exclusive jurisdiction in the Federal High Court in matters relating to admiralty. This includes shipping and navigation on the River Niger and River Benue and their affluents, as well as on such other inland waterways as may be designated by enactment as international waterways. The provision further extends to all Federal ports (including the constitution and powers of the port authorities for Federal ports) and matters related to carriage by sea.

Additionally, the AJA makes expansive provision regarding the scope and exercise of admiralty jurisdiction by the Federal High Court. The Act[3] provides, in broad terms, that the admiralty jurisdiction of the Court shall extend to and include:

1. The admiralty jurisdiction of the Federal High Court (in this Act referred to as "the Court") includes the following:

a. jurisdiction to hear and determine any question relating to a proprietary interest in a ship or aircraft or any maritime claim specified in section 2 of this Act;

b. any other admiralty jurisdiction being exercised by any other court in Nigeria immediately before the commencement of this Act;

c. any jurisdiction connected with any ship or aircraft which is vested in any other court in Nigeria immediately before the commencement of this Act;

d. any action or application relating to any cause or matter by any ship owner or aircraft operator or any other person under the Merchant Shipping Act or any other enactment relating to a ship or an aircraft for the limitation of the amount of his liability in connection with the shipping or operation of aircraft or other property;

e. any claim for liability incurred for oil pollution damage;

f. any matter arising from shipping and navigation on any inland waters declared as national waterways;

g. any manner arising within a Federal port or national airport and its precincts, including claims for loss or damage to goods occurring between the off-loading of goods across space from a ship or an aircraft and their delivery at the consignee's premises, or during storage or transportation before delivery to the consignee;

h. any banking or letter of credit transaction involving the importation or exportation of goods to and from Nigeria in a ship or an aircraft, whether the importation is carried out or not and notwithstanding that the transaction is between a bank and its customer;

i. any cause or matter arising from the constitution and powers of all port authorities, airport authority and the National Maritime Authority;

j. any criminal cause and matter arising out of or concerned with any of the matters in respect of which jurisdiction is conferred by paragraphs (a) to (i) of this subsection.

1 Section 2 of the Admiralty Jurisdiction Act, 1991.
2 Section 251(1)(g) of the Constitution of the Federal Republic of Nigeria, 1999 (as amended).
3 Section 1 AJA.

2. The admiralty jurisdiction of the Court in respect of carriage and delivery of goods extends from the time the goods are placed on board a ship for the purpose of shipping to the time the goods are delivered to the consignee or whoever is to receive them, whether the goods were transported on land during the process or not.

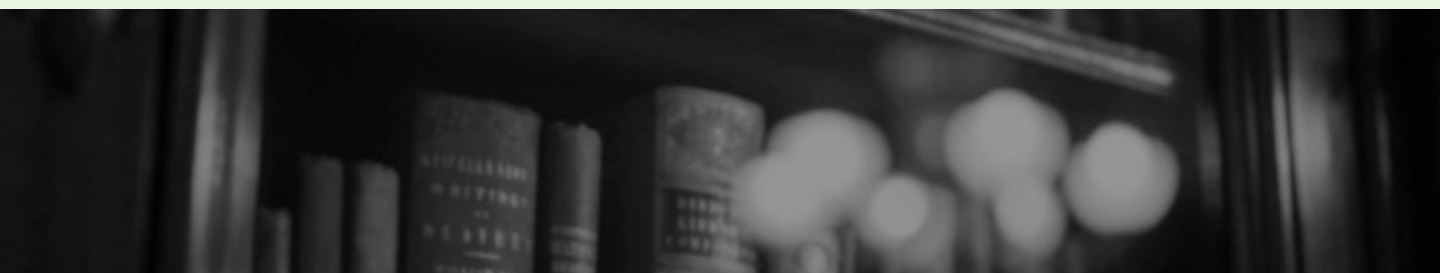
3. Any agreement or purported agreement, monetary or otherwise connected with or relating to carriage of goods by sea, whether the contract of carriage is executed or not, shall be within the admiralty jurisdiction of the Court.

The combined effect of Section 251(1)(g) of the Constitution and Sections 1 & 19 of the Admiralty Jurisdiction Act 1991 is to confer exclusive jurisdiction on the Federal High Court over maritime and admiralty matters in Nigeria, as may be decipherable from the Constitution, the AJA and related enactments. This exclusivity is significant, as it prevents State High Courts and other Courts from entertaining claims that fall within the ambit of admiralty jurisdiction.

What is more, Section 20 of the AJA provides that any agreement by any person or party to any cause, matter or action which seeks to oust the jurisdiction of the Court shall be null and void, if it relates to the following:

- Any admiralty matter falling under the Act where the place of performance, execution, delivery, act, or default is in Nigeria.
- Where any of the parties resides or has resided in Nigeria.
- Where payment under the agreement (express or implied) is made or is to be made in Nigeria.
- In any admiralty action or in the case of a maritime lien, where:
- the plaintiff submits to the jurisdiction of the Court and makes a declaration to that effect, or
- the res (the vessel or property) is within Nigerian jurisdiction.
- Where the Federal Government or the Government of a State of the Federation is involved, and such Government submits to the jurisdiction of the Court.
- Where financial consideration accrues in, is derived from, brought into, or received in Nigeria in respect of any matter under the admiralty jurisdiction of the Court.
- Where, under any convention in force to which Nigeria is a party, the national court of a contracting State is either mandated or has discretion to assume jurisdiction.
- Where, in the opinion of the Court, the cause, matter, or action ought to be adjudicated upon in Nigeria.

Section 20 represents a deliberate legislative policy choice; one which may not sit well in the international community and may isolate Nigeria. Unlike many common law jurisdictions, where parties are generally free to agree on foreign jurisdiction or arbitration, this law appears to adopt a protective approach in maritime matters and restricts jurisdiction to the Nigerian courts. The section appears to delimit party autonomy in favour of safeguarding Nigeria's judicial authority in maritime commerce and matters.



Section 20 of the AJA and Party Autonomy in International Contracts

It is firmly settled within Nigerian jurisprudence that parties are at liberty to enter into contracts and are bound by the terms freely agreed. The courts have consistently maintained that express words used in written contracts must be given their plain and ordinary meaning without recourse to speculative underlying intentions. This principle finds expression in the doctrine of pacta sunt servanda, more elaborately captured in the maxim pacta conventa quae, neque contra leges neque dolo malo inita sunt omni modo observanda sunt, meaning agreements which are neither contrary to law nor fraudulently entered into must be observed in every respect.

Where parties have chosen a governing law or forum, Nigerian courts have traditionally respected that choice, intervening only in limited circumstances such as illegality, fraud, or public policy. In **Sonnar (Nig) Ltd v Partenreedri M.S. Nordwind**,[4] the Supreme Court held that the agreement of parties should be upheld unless it works illegality/contrary to the position of Nigerian law or public policy.

The same judicial fidelity to contractual autonomy is reflected in Damac **Star Properties LLC v Profitel Ltd**[5] and, more recently, **Sqimnga (Nig) Ltd v SAP (Nig) Ltd.**[6]

However, the principle of party autonomy is not absolute. Agreements that are contrary to statute or public policy are unenforceable. It is within this narrow but significant exception that the tension between Section 20 of the AJA and maritime arbitration arises.

In **Fugro Subsea LLC v Petrolog Ltd**,[7] the Court of Appeal stated, albeit obiter, that admiralty jurisdiction is exclusively vested in the Federal High Court and cannot be ousted by private agreement. The Court reasoned that any contractual provision to the contrary would be null and void. This reasoning was subsequently echoed in **TOF Energy Co Ltd v Worldpay LLC**[8] and **Topher Zhang Investment Ltd v Masters Energy Oil & Gas Ltd.**[9]

The practical implication of these decisions appears to be that where a maritime dispute falls within any of the connecting factors enumerated in Section 20 of AJA, arbitration, particularly foreign arbitration, is impermissible.

This line of reasoning found concrete application in **PS Offshore Nigeria Ltd v Miden Systems Nigeria Ltd & Anor**,[10] where the Federal High Court refused recognition and enforcement of a Singapore-seated Singapore Chamber of Maritime Arbitration (SCMA) arbitral award arising from a BIMCO Time Charter Party Agreement.

In the case under consideration, the parties entered into a BIMCO Time Charter Party Agreement, which, by virtue of Clause 34.1, provided that any dispute arising out of or in connection with the contractual relationship was to be referred to arbitration. A dispute subsequently arose and was duly referred to arbitration under the auspices of the SCMA in SCMA Case No. 23045. Mr Toh Kian Sing SC was appointed as the Sole Arbitrator. The arbitral proceedings ran their full course, culminating in a Final Arbitral Award published on 29 January 2019.

4 (1987) 3 NWLR (Pt. 66) 520.
5 (2020) LPELR-50699(CA).
6 (2025) 2 NWLR (Pt. 1977) 423.
7 (2021) LPELR-53133(CA).
8 (2022) LPELR-57462(CA).
9 (2023) LPELR-60279(CA).
10 (FHC/L/CS/679/2019) (Unreported) delivered on 30 January 2026 coram Hon. Justice A.O Faji.

The Award Creditor thereafter applied, pursuant to Section 57 of the Arbitration and Mediation Act 2023 (AMA), for recognition and enforcement of the foreign arbitral award in Nigeria.

The Respondents resisted enforcement on the ground that Clause 34.1 of the Charter Party was contrary to Sections 19 and 20 of the AJA, contending that the Federal High Court possesses exclusive admiralty jurisdiction and that Section 20 renders void any clause purporting to oust that jurisdiction.

In its decision, the Federal High Court, ostensibly relying on the reasoning and conclusion of the Court of Appeal in the previously cited ***Furgo case***, held that the application for recognition and enforcement must fail. The Court reasoned that the arbitration clause was contrary to Section 20 AJA and therefore null and void; consequently, the arbitral award founded upon it could not be enforced.

Thus, although parties had agreed to a dispute settlement mechanism and fully undertaken it, the successful party was estopped from reaping the fruits of its award or being assuaged for the wrong done on the basis that the agreement amounted to an ouster clause and was consequently void ab initio.

While the decision in *Fugro Subsea LLC v Petrolog Ltd* concerned the refusal of a stay of proceedings, the reasoning adopted by the Federal High Court in the present case goes considerably further.

It effectively posits that maritime disputes with Nigerian connecting factors are non-arbitrable. The logical implication of this position is that any maritime cause falling within Section 20 AJA is incapable of being validly submitted to arbitration.

The decision, therefore, appears to deepen the uncertainty surrounding the enforceability of maritime arbitration agreements in Nigeria. It suggests that arbitration clauses in such contracts operate as impermissible ouster clauses. Yet this characterisation sits uneasily with established Nigerian jurisprudence, which consistently maintains that arbitration agreements do not oust the jurisdiction of the court but merely regulate the manner in which that jurisdiction is exercised.

The Central Question: Does Arbitration "Oust" Jurisdiction?

The controversy ultimately turns on the meaning of the word "oust" in Section 20 of the AJA. The Court of Appeal in **Jirgbagh v UBN Plc**[11] reaffirmed that statutory words must be given their ordinary and literal meaning. To "oust", according to standard dictionary definitions, means to remove, exclude, or deprive of authority. Thus, for Section 20 to operate, the agreement in question must positively remove or strip the Federal High Court of its jurisdiction.

The critical doctrinal point, however, is that Nigerian courts have consistently held that arbitration clauses do not oust jurisdiction.

In **Mainstreet Bank Capital Ltd v Nigeria Reinsurance Corporation Plc**,[12] the Supreme Court clarified that:

The mere existence of an arbitration clause does not oust the jurisdiction of the court. The court retains jurisdiction but may stay proceedings in deference to the arbitration agreement.

Similarly, the Court of Appeal in **Bill & Brothers Ltd v Dantata & Sawoe Construction Co Ltd**[13] and **Apudi Institute for Peace Studies v Farouk Sule Garo Intl Ltd)**[14] reaffirmed that arbitration clauses do not strip the court of jurisdiction; rather, they trigger a procedural response, typically a stay of proceedings.

Certainly, arbitration does not extinguish judicial authority. The courts retain supervisory, supportive, and enforcement jurisdiction at every stage of the arbitral process. Jurisdiction is deferred, not destroyed. If arbitration clauses are not regarded as ouster clauses in ordinary commercial disputes, it is conceptually inconsistent to characterise them as ouster clauses merely because the underlying dispute happens to be maritime.

The decision of the Supreme Court on the status of an arbitration clause as not constituting an ouster clause ought to serve as a guide that Section 20 AJA does not apply to maritime arbitration clauses or awards arising out of such relationships.

11 (2001) 2 NWLR (Pt. 696) 11.
12 (2020) 4 CLRN.
13 (2021) 12 NWLR (Pt. 1789) 50.
14 (2021) 12 NWLR (Pt. 1789) 50, (2025) LPELR-81183(CA

The Position of the Nigerian Supreme Court on Maritime Agreement with Nigerian Connecting Factor

Also, the decision of the Supreme Court in **M.V. Lupex v Nigerian Overseas Chartering & Shipping Ltd**[15] remains instructive. The dispute arose from a charterparty agreement between the owners of the vessel M.V. Lupex and Nigerian Overseas Chartering & Shipping Ltd., which contained a clause providing for arbitration in London. When disagreements emerged, the Nigerian company commenced proceedings before a Nigerian court. The shipowners invoked the arbitration clause and sought a stay of proceedings.

Although the principal issue before the Court was whether proceedings should be stayed in favour of arbitration abroad, and not a direct interpretation of Sections 19 and 20 AJA, the Supreme Court reaffirmed the binding force of freely negotiated arbitration agreements.

Emphasising party autonomy, the Supreme Court held that Nigerian courts should ordinarily give effect to foreign arbitration clauses unless strong reasons exist to refuse, such as injustice, fraud, or public policy considerations. The Supreme Court stayed proceedings in the said case even though the court of first instance had refused the application.

The decision has rightly been regarded as a cornerstone of Nigerian maritime arbitration jurisprudence. It aligns Nigerian law with international standards favouring arbitration and confirms that even in disputes arising from charterparties with Nigerian connecting factors, courts will, and should, enforce arbitration agreements.

Against this background, the subsequent cases such as Furgo Shipping Nigeria Ltd v MV Aegean and the Federal High Court decision in PS Offshore Interland Services Ltd v MV Matrix, relying heavily on Sections 19 and 20 AJA and Section 251(1)(g) of the 1999 Constitution, may be regarded as jurisprudentially inconsistent with M.V. Lupex and arguably antithetical to the doctrine of stare decisis.

The maxim fiat justitia ruat caelum, meaning let justice be done though the heavens fall, demands fidelity to principle. Arguably, the Federal High Court could have adopted the Supreme Court's pro-arbitration reasoning and thereby given effect to the parties' agreement, the undertaken arbitration and the resultant award. Although the Court considered itself bound by the Court of Appeal's reasoning in Furgo, it is conceivable that a fuller engagement with the Supreme Court's posture in M.V. Lupex might have yielded a different outcome.

15 (2003) 43 E-WRN / 06 (SC), SC.21/2000.

Furthermore, the interpretation adopted in Furgo and later cases appears to conflate two distinct legal concepts, to wit:

i. Exclusive judicial allocation of competence between Nigerian courts; and

ii. Private consensual dispute resolution recognised and regulated by statute and supervised by the Courts.

Section 251(1)(g) of the Constitution and Sections 1 and 19 of the Admiralty Jurisdiction Act determine which Nigerian court has jurisdiction over admiralty matters. Arbitration, however, is not a competing court. It is a private adjudicatory mechanism recognised by legislation and ultimately dependent upon judicial enforcement.

To interpret Section 20 AJA as prohibiting maritime arbitration whenever Nigerian connecting factors exist arguably extends the statute beyond its text and purpose. Nowhere does Section 20 expressly declare maritime disputes non-arbitrable. It merely invalidates agreements that oust jurisdiction. Since arbitration does not remove jurisdiction but regulates the manner and timing of its exercise, such agreements fall outside the statutory mischief.

If the restrictive interpretation were pursued to its logical conclusion, any matter falling within the exclusive jurisdiction of the Federal High Court, including banking, aviation, taxation, intellectual property, oil and gas, would equally become non-arbitrable. Such a position would be commercially untenable and doctrinally unsound.

Arbitrability is fundamentally a matter of legislative declaration or settled law. Unless a statute clearly and unequivocally renders a category of dispute non-arbitrable, courts should not infer prohibition. Nigerian legislation expressly excludes certain matters from arbitration; maritime contractual disputes are not among them.

It is therefore difficult to conclude that the legislative intention behind Section 20 was to render all maritime disputes with Nigerian connecting factors incapable of arbitration. A blanket prohibition would risk isolating Nigeria from established international maritime practice and undermining its credibility as a commercial jurisdiction.

Had the courts maintained the orthodox position that arbitration clauses do not strip courts of jurisdiction but merely defer their exercise pending arbitral proceedings, a different doctrinal trajectory might have emerged. The present approach risks conflating exclusive judicial jurisdiction with a prohibition on consensual dispute resolution, thereby constricting maritime arbitration beyond what the statutory language expressly provides.

Hence, it is our view that Section 20 of the Admiralty Jurisdiction Act cannot properly be interpreted as outlawing arbitration agreements or rendering foreign maritime arbitral awards unenforceable. In an era of globalised commerce, such an interpretation would undermine predictability in shipping and offshore operations and diminish Nigeria's alignment with international maritime and arbitral standards.

Broader Legal and Economic Implications of the Recent Decisions

The broader legal and economic implications of recent judicial decisions in this sphere are both significant and far-reaching. Legally, the characterisation of maritime arbitration clauses as impermissible ouster clauses risks generating doctrinal uncertainty within Nigerian arbitration jurisprudence. The established orthodox position of the Supreme Court has consistently been that arbitration clauses do not oust the jurisdiction of the court but merely regulate the manner in which that jurisdiction is exercised. A restrictive interpretation in maritime matters, therefore, introduces inconsistency, particularly where there is no clear legislative declaration rendering such disputes non-arbitrable. This approach risks judicially expanding the scope of non-arbitrability beyond statutory intention, thereby conflating the constitutional/statutory allocation of jurisdiction among Nigerian courts with consensual private dispute resolution mechanisms recognised and regulated by statute.

Additionally, it may also create tension with Nigeria's obligations under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (New York Convention), particularly where foreign maritime awards are refused enforcement on broad jurisdictional grounds. Furthermore, such decisions may inadvertently undermine the objectives of the AMA, which was enacted to modernise Nigeria's arbitration framework and align it with international best practices.

Economically, the implications are equally profound. Maritime commerce is inherently international, and arbitration is the dominant mechanism for resolving shipping disputes. If arbitration clauses involving Nigerian connecting factors are treated as void or unenforceable, commercial predictability is weakened, and transaction costs inevitably increase. Parties may respond by restructuring transactions to avoid Nigerian jurisdictional connections, excluding Nigerian governing law, or routing performance and payments outside Nigeria.

This could raise freight, insurance, and financing costs where Nigerian interests are involved, as legal risk premiums increase. Moreover, Nigeria's aspiration to position itself as a maritime and commercial hub may be adversely affected, as modern maritime centres derive their competitiveness from arbitration-friendly and commercially predictable legal systems. A perception that Nigeria is resistant to maritime arbitration may discourage foreign investment in shipping, offshore operations, port infrastructure, and logistics. Ultimately, the restrictive judicial approach risks isolating Nigeria from established international maritime practice and diminishing its credibility as an arbitration-supportive jurisdiction in the architecture of global commerce.

1 Section 2 of the Admiralty Jurisdiction Act, 1991.
2 Section 251(1)(g) of the Constitution of the Federal Republic of Nigeria, 1999 (as amended).
3 Section 1 AJA.

The decisions adopting a restrictive *interpretation of Section 20 have profound implications for practitioners and stakeholders* within the maritime arbitration space in Nigeria, particularly the Maritime Arbitrators Association of Nigeria.

By majorly prohibiting arbitration in maritime agreements with Nigerian elements, the recent decisions significantly curtail the volume and scope of disputes capable of being resolved through maritime arbitration within the jurisdiction.

This development directly impacts maritime arbitrators, counsel, experts, and related professionals whose practice and livelihood are tied to the conduct and administration of such proceedings.

For the Maritime Arbitrators Association of Nigeria, whose raison d'être is the promotion and administration of maritime arbitration, the decisions strike at the very foundation of its institutional relevance and operational viability.

Beyond the immediate economic consequences for practitioners, the restrictive approach diminishes Nigeria's attractiveness as a seat for maritime dispute resolution, weakens confidence in the predictability of its legal framework, and risks marginalising the domestic maritime arbitration community in a sector that is inherently international in character.

1 Section 2 of the Admiralty Jurisdiction Act, 1991.
2 Section 251(1)(g) of the Constitution of the Federal Republic of Nigeria, 1999 (as amended).
3 Section 1 AJA.

Conclusion

In the final analysis, Sections 19 and 20 of the AJA reflect a legitimate legislative concern to safeguard Nigeria's judicial authority in maritime matters. However, interpreting it as a blanket prohibition on maritime arbitration where Nigerian connecting factors exist stretches the statutory language beyond its text and purpose.

Arbitration does not oust jurisdiction; it defers its exercise. Courts retain supervisory and enforcement powers throughout the arbitral process. A contrary interpretation risks isolating Nigeria from established international maritime practice, undermining commercial predictability, and diminishing confidence in Nigeria as an arbitration-friendly jurisdiction.

A principled reconciliation is therefore required, one that preserves constitutional jurisdiction while respecting party autonomy in international commerce. Properly construed, Section 20 of the Admiralty Jurisdiction Act should not be understood as outlawing maritime arbitration or rendering foreign maritime arbitral awards unenforceable. Rather, it should be interpreted consistently with established Nigerian arbitration jurisprudence and contemporary international commercial standards.

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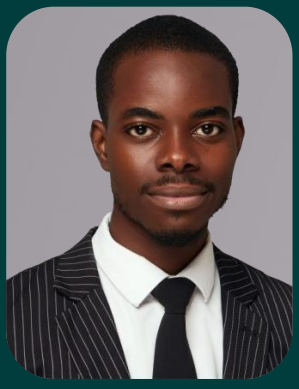

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