The chemical tanker m/v Breeze was time chartered from Bulk Ocean (BO) to Trans Chartering (TC) for a period of one year. The charter was made on the Shelltime 4 form and was governed by Norwegian law.

During the course of trading under the charter the vessel discharged a cargo at Mongstad, Norway. In connection with the port stay a routine inspection undertaken by class, DnV, revealed some structural damage. DnV required repairs to be performed before allowing further trading. The nature of repairs was straightforward but would require 6-7 days at a repair yard.

Prior to discovery of the damage TC had fixed the vessel for a voyage out of Rotterdam and had given BO sailing instructions for Rotterdam accordingly. The laycan (delivery window) under the voyage charter was 20-26 October.

Given TC’s prior orders for the area of the next employment, BO selected a repair yard close to Rotterdam and the vessel sailed there in ballast, departing from Mongstad 17 October and arriving at the yard 19 October, with the prospects of being ready in time for the next voyage (cancelling date 26 October). However, due to unforeseen events repairs took 1-2 days longer than planned and she was put to TC’ disposal 27 October. This caused TC to lose the voyage charter out of Rotterdam (the voyage charterer exercising its cancelling right). TC was unable to find employment for the vessel other than a cargo out of Mongstad with loading date 4 November. Accordingly TC ordered the vessel to ballast back to Mongstad where she arrived 29 October. Loading commenced at Mongstad 4 November and that voyage was duly performed.

TC claimed off-hire for the period of 17 days from completion of discharge at Mongstad 17 October and until the vessel was ready to load at Mongstad 4 November. According to TC this followed from Shelltime clause 21.

BO disagreed. BO admitted off-hire only for the 8 days of repair at the yard from 19-27 October. According to BO the ballast voyage from Mongstad to the yard was in line with TC’s instructions at the time, and when the vessel was duly repaired at the yard she must be considered back on hire. According to BO this followed from Shelltime clause 21.