

CMI's International Working Group on Security Interests over Shipping Containers

Agenda IWG meeting, Rio de Janeiro, Tuesday 12 May 2026

Hour and room TBD

1. Invited:

Andrea BERLINGIERI [Italy]

Allen BLACK [USA]

Sheng CHEN [China]

Jose Angelo ESTRELLA FARIA [Brazil]

Ann FENECH [Malta]

Benoit GOEMANS [Belgium] Chair

Souichirou KOZUKA [Japan]

Peter LAURIJSSEN [Belgium]

Camilla MENDES VIANNA CARDOSO [Brazil]

Julien RAYNAUT [France]

Stefan RINDFLEISCH [Germany]

2. Items for discussion

1. What are the industry needs (*raison d'être* of any CMI work)
2. Status of the work done, review of the questionnaire
3. Identification of the legal issues (*de lege feranda* - see Annex)
4. Fitting in the Cape Town Convention or not
5. IWG 2.0: goal and road map thereto
6. Any Other Business

Antwerp, 18 February 2026

Annex to the agenda of IWG meeting, Rio de Janeiro, Tuesday 12 May 2026

Identification of the legal issues – *de lege feranda*

1. Relationship lessor/owner versus terminal (or depot)

- 1.1. Should the lessor/owner in the event of an insolvency of the lessee (containership operator or container NVOCC) be entitled to
 - 1.1.1. know where the leased containers are (often the insolvent lessee will provide position lists, but sometimes the chaos is of the kind there is nobody able to provide this information, while storage charges and lost revenue pile up);
 - 1.1.2. retake possession from terminal or depot without having to pay release money?

- 1.2. Conversely: should the terminal or depot operator
 - 1.2.1. be obliged to report it is holding containers, to the identifiable owner, or to a central platform?
 - 1.2.2. be obliged to return the containers without the right to exercise a possessory lien (right of retention)? And, if, by contrast, any possessory lien would apply, under what circumstances, conditions and for which quantum of release money?
 - a. The costs of handling out, and at what rate: contractual rate with defaulting lessee? Public tariff list? Any other?
 - b. e costs of keeping the container, and from which date (from entering the terminal, from the date of the opening of the insolvency, until what date? (collecting the payment thereof and owner (lessor) presents himself for retaking possession of the container?)
 - c. Any other debt of the lessee?
 - i. Should the possessory lien secure any type of debt? Handling in, custom fees paid, custom and other administration, keeping, container repair, restacking, handling out, trucking charges?
 - ii. Should the possessory lien secure a claim regardless when incurred?
 - iii. Should the possessory lien secure a claim regardless by whom incurred?
 - iv. Should the possessory lien be exercisable only on the container to which the debt is related, or on all containers, and if so in which proportion?
 - v. Should the possessory lien be exercisable for debts in relation to containers no longer in possession of the terminal/depot?

- 1.3. be obliged to keep unclaimed containers for ever; or is the terminal or depot authorised to sell containers, and under which conditions? (how long unclaimed, notification to identifiable owner or on a platform, if claim secured by possessory lien is not paid for, etc.?)

- 1.4. Is there a need for an international property register?

2. Protection of the unpaid seller.

- 2.1. Many jurisdictions recognise the *validity* of a title retention clause for the benefit of the unpaid seller. By contrast, the conditions of the *effectiveness or enforceability* of such a clause as against purchasers and competing creditors vary from jurisdiction to jurisdiction.

2.2. Should title reservation clause in a sales agreement to the benefit of the unpaid seller of containers be recognised (event of buyer's insolvency):

- 2.2.1. as valid as between seller and buyer;
- 2.2.2. as effective towards a subsequent buyer, with or without registration, with or without possession;
- 2.2.3. as effective towards other creditor, in the event of a concursus, with or without registration, with or without possession.

2.3. Is there a need for an international property register?

3. Pledgee

Is there a need for an international pledge register. And what would be the effect thereof towards a subsequent buyer of a pledged container, and towards other, competing creditors in the event of pledgor's insolvency?

4. Lessee's purchase option

Should the lessee of containers with a purchase option be protected? Should his option to purchase be effective towards a purchaser and or competing creditors (in the event of lessor's insolvency), with or without registration?

5. Investors

Should a container register protect investors, in particular against risks of a Ponzy scheme?