A Revolution in Transport Documents? The Legal Development of Transferable Transport Documents beyond Maritime Transport

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1. Introduction
2. The Legal Landscape of Transport Documents in International Carriage of Goods
3. United Nations Convention on Negotiable Cargo Document
3.1 An Analysis of Holder's Rights Clauses
3.2 The Interaction between the UNCITRAL NCD Convention and Existing International Carriage of Goods Law
3.2.1 The Compatibility between the NCD Convention and the Existing Land Transport Law
3.2.2 Delimiting the NCD Convention's Relationship with Maritime Law
4. Conclusion

1. Introduction

The bill of lading plays a significant role in international transport and trade by serving as a document of title. [1]In recent years, a trend has emerged in transport law toward extending the negotiability function of the bill of lading to other modes of transport. Beyond the multimodal bill of lading already in place for multimodal transport[2], considerable international legislative efforts have been undertaken regarding transferable consignment notes used in land transport. On December 15, 2025, the Convention on Negotiable Cargo Documents (NCD Convention) drafted under the auspices of United Nations Commission on International Trade Law (UNCITRAL) has been adopted by UN General Assembly, which is a transformative breakthrough in international transport documents.[3]

[1] See Torsten Schmitz, 'The Bill of Lading as a Document of Title' (2011) 10 Journal of International Trade Law and Policy 255, 255.

[2] Conventions governing multimodal transport have yet to enter into force due to insufficient ratifications — for example, United Nations Convention on International Multimodal Transport of Goods, 24 May 1980, U.N. Doc. TD/MT/CONF/16 (1980) (Multimodal Convention). Yet notwithstanding the absence of international convention recognition for the negotiability of multimodal bills of lading, such documents are already in use in practice — including multimodal bills of lading, freight forwarder bills of lading, and combined transport bills of lading. See Abhinayan Basu Bal, Legal aspects of multimodal transport, in Jason Monios and Rickard Bergqvist(eds), Intermodal Freight Transport and Logistics (CRC Press 2017) 196-202.

[3] 'United Nations Convention on Negotiable Cargo Documents (New York, 2025) (the "Accra Convention on Negotiable Cargo Documents")'(UNCITRAL)<https://uncitral.un.org/en/ncdconvention>.

The adoption of the NCD Convention marks an entirely new chapter in the legal framework for international carriage of goods. The NCD Convention's legal implications are twofold. First, for traders and banks that rely on non-maritime modes of transport yet have been unable to use cargo documents for financing and sales (and resales) of goods in transit, the NCD Convention offers a legally grounded framework for such arrangements. [4] Second, in contrast to the prominent commercial development of door-to-door and multimodal transport brought about by the containerisation revolution[5], the law of international carriage of goods remains fragmented; a document applicable to all modes and covering the entire transit offers considerable unifying force for the harmonisation of the law of international carriage of goods.[6]

There is currently limited existing research that directly addresses the NCD convention as its subject. [7] The NCD Convention primarily distributes rights and obligations among parties to international trade through its holder' rights provisions. At the same time, its scope and reservation clauses define its relationship with existing international carriage of goods law. Building on the analysis of these provisions, this article seeks to advance the discussion of where the NCD Convention sits within the broader law of goods trade, and to lay the groundwork for subsequent examination of the Convention's practical impact on stakeholders and the prospects for its wider acceptance.

2. The Legal Landscape of Transport Documents in International Carriage of Goods

The functions of bills of lading as a receipt for goods, proof of a contract of carriage, and a document of title are already well known and recognised by case law as well as scholarly works.[8] The document of title function has made its role in international trade and maritime transport

[4] United Nations General Assembly, 'United Nations Convention on Negotiable Cargo Documents' （29 October 2025）UN Doc A/C.6/80/L.8 at 1.

[5] See Abhinayan Basu Bal, Legal aspects of multimodal transport, in Jason Monios and Rickard Bergqvist(eds), Intermodal Freight Transport and Logistics (CRC Press 2017) at 195.

[6] United Nations General Assembly, 'United Nations Convention on Negotiable Cargo Documents' （29 October 2025）UN Doc A/C.6/80/L.8 at 1.

[7] For relatively relevant discussions, see Benjamin Geva, 'The Negotiable Transport Document' (2022) SSRN Electronic Journal<https://doi.org/10.2139/ssrn.4111312>; Xingguo Cao, Jingyi Qiu and Mengyan Wang, 'A New Convention for Negotiable Multimodal Transport Documents? Challenges Ahead and the Way Forward' (2024) 170 Marine Policy 106372<https://doi.org/10.1016/j.marpol.2024.106372>; María Paz Martín Castro, 'Los trabajos preparatorios de UNCITRAL para la elaboración de un Convenio sobre Documentos de Carga Negociables' (2024)Revista de Estudios Jurídicos y Criminológicos<https://doi.org/10.25267/REJUCRIM.2024.i10.10>.

[8] Homburg Houtimport BV v Agrosin Private Ltd (The Starsin) [2003] UKHL 12; [2004] 1 A.C. 715 at [132], also see Trafigura Beheer BV v Mediterranean Shipping Company SA [2007] Int.Com.L.R. 04/26.

especially salient. In international carriage of goods by other modes of transport, all cargo documents serve as proof of the contract and as receipt for the goods. Maritime bills of lading also fulfil these two functions. However, except for the sea carriage, the transport documents used in other modes of cross-border transport are generally non-transferable. The Budapest Convention[9] (CMNI) may be an exception; however, international inland waterway transport has limited volume and is therefore unlikely to exert a broad influence. Maritime bills of lading have become the only transport document universally recognised by law as negotiable and capable of the transfer of goods and financing.

Table 1: Comparison of the Functions of Transport Documents across Different Modes of Transport

Modes of Transport	International Conventions	Types of Documents	Proof of Contract	Receipt of Goods	Document of title
Railway Transport	CIM	Consignment Note	Article 6.2	Article 7	✗
	SMGS	Consignment note	Article 14.3	Article 15	✗
Road Transport	CMR	Consignment note	Article 4	Article 6	✗
Inland Waterway	CMNI	Bills of Lading & Consignment Notes	Article 11.3	Article 11.5	Optional
Air Transport	Montreal Convention	Air waybill	Article 11	Article 11	✗
	Warsaw Convention	Air Consignment Note	Article 11	Article 11	✗
Maritime Transport	Hague Rules	Bills of Lading	Article 1(b)	Article 3.4	✓
	Hague-visby Rules	Bills of Lading	Article 1(b)	Article 3.4	✓
	Hamburg Rules	Bills of Lading	Article 1.7	Article 1.7	✓
	Rotterdam Rules	Transport Document	Article 36	Article 41	Optional

[9] Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway.

The use of transport documents representing the goods outside maritime transport remains uncommon, and the relevant rules have yet to attract sufficient attention. However, in railway transport in Germany, Austria, South America, North America, and on the China-Europe railway corridor, traders have tried to use transferable transport documents (TTDs). In this context, this paper seeks to provide a systematic account of the actual state of TTDs in practice. Although a coherent legal framework has not yet been established in this field, these scattered commercial practices continue to demonstrate the potential of and the underlying economic demand.

In the US, railway bill gained quasi-negotiable status in the 19th century.[10] In Germany and Austria, the law imposes no limitations on the modes of transport for which transferable documents may be used. But it is noted that the relevant rules in Austria have long remained in reserve and have seldom been put into actual use. [11] International and regional regulatory frameworks concerning TTDs have thus far emerged only in the Americas. In cross-border road transport within South and North America, both traders and carriers use road/truck bills of lading. With the support of organisations such as Organisation of American States (OAS), a visible regional and sub-regional soft-law framework for road bills of lading has gradually taken shape in the Americas.

Yet, the formation of the relevant rules was far from smooth. During the process of the North American Free Trade Agreement (NAFTA)'s efforts to legal unification, disparities in truck bills of lading across Canada, the United States, and Mexico caused problems. The United States and Canada regard the truck bill of lading merely as proof of receipt of goods and evidence of the carriage contract. However, Mexico employs truck bills of lading and recognises them as documents of title, but these are used solely by the carrier as security for payment. The reason behind this is that, in practice, when goods are transported to Mexico via America and Canada, the shipper pays only the freight within America and Canada. The Mexican consignee pays the freight within Mexico. However, due to a lack of trust, the carrier is unwilling to release the goods until the freight is received. As a result, the Mexican truck carrier issues truck bills of lading and retains the originals. Only after the consignee has settled the freight charges may they receive the bill from the carrier and present the bill of lading to the truck driver to collect the goods. This divergence in

[10] See Grant Gilmore and Charles L Black, The Law of Admiralty (Second edition, The Foundation Press, Inc 1975) 95.
[11] See Wachter, Otto, et al, 'Financing the Transfer of Goods under Austrian Law and the Use of Warehouse Receipts', Unif.L.Rev. (2017)731, 739.

legal interpretation has complicated efforts to harmonise transport documentation legislation across North America. [12]

Compared with North America, South America has more independent states and more frequent cross-border transactions. Given the greater complexity of payment and litigation procedures in cross-border trade, the development of uniform transport documents has become even more necessary. [13] Under the favourable political conditions of South America characterised by a relatively high degree of regional integration, multi-level regional and sub-regional legislation on uniform transport document has emerged, making this field one that has been coordinated by international legal norms from the very outset.

The use of bills of lading in cross-border road transport in South America mainly aims to dispel concerns between buyers and sellers. In addition, sellers often expect to rely on banking services to receive payment in advance. [14] However, this practice is absent in North American cross-border road transport, which is also why it proves challenging to implement a unified bill of lading across the entire Americas for international road transport. [15]Consequently, the Sixth Inter-American Specialized Conference on Private International Law **(**CIDIP-VI) working group has drafted a separate set of documents specifically for non-negotiable road bills of lading, tailored to meet the requirements of different nations. [16]

Given inconsistent interpretations of TTDs across jurisdictions and the lack of uniform international standards, existing laws are unable to meet the needs of parties seeking to use TTDs for financing purposes. A regional court in China delivered a noteworthy ruling on the practical legal status and effects of TTDs in 2020. The buyer, the freight forwarder, and the logistics finance company entered into a tripartite agreement stipulating that the 'railway bill of lading' issued by the freight forwarder was the sole document entitling the holder to take delivery of the goods under the contract. This contractual approach was to create a pledge of rights with the railway bill of lading serving as the pledged asset. Documentary credits financing involving a maritime bill of lading operates under bank credit and therefore requires no additional third-party guarantees.

[12] See Boris Kozolchyk,'The Best Practices Approach to the Uniformity of International Commercial Law: The UCP 500 and the NAFTA Implementation Experience' Ariz.J.Int'l & Comp.L13 (1996)443, 452-458.
[13] See Aguirre, CFD 'CIDIP-VI : Difficulties and Achievements Regarding an Inter-American Uniform Through Bill of Lading for the International Carriage of Goods by Road' 7 Unif.L.Rev. ns (2002)775, 776-779.
[14] ibid 778.
[15] ibid 779.
[16] CIDIP VI , Non-Negotiable Inter-American Uniform through Bill of Lading for the International Carriage of Goods by Road.

However, as the proprietary effect of a railway bill of lading is uncertain, credit enhancement is needed to prevent the buyer from refusing to pay and redeem the bill. The buyer pledged the rights under the railway bill of lading to the logistics finance company as countersecurity. To mitigate the risk that such a pledge might be deemed invalid, the buyer also pledged the underlying goods to enhance the effectiveness of the security. A movable-property pledge clause was likewise incorporated into the tripartite agreement among the freight forwarder, the logistics finance company, and the buyer. In this case, after the railway bill of lading was endorsed and transferred by the buyer to a subsequent holder, the bill entered circulation. The holder then demanded delivery of the goods from the carrier, but the carrier refused to release the goods due to concerns that this 'bill of lading' might be deemed illegal under domestic property law.[17]

Whether a railway bill of lading possesses the effect of a document of title constitutes the focal point of dispute in this case. The court held that the transfer of the railway bill of lading in question may be regarded as a transfer of the right to demand delivery of the goods, constituting a special form of delivery to order. When the buyer endorses and transfers the bill of lading to the holder thereof, the right to demand delivery of the goods from the carrier is thereby transferred. The court ultimately upheld the holder's right to demand delivery of the goods from the carrier. However, the holder's right to collect the goods in this case stemmed from the buyer's claim for return of the goods to the actual possessor under the sales contract, rather than from a right to demand delivery conferred upon the holder by the bill of lading's document of title attributes. The carrier's obligation to deliver the goods constituted a duty to return the original goods to their owner, rather than an obligation to release goods upon presentation of the bill of lading or other transport documents. The judgment affirmed the parties' intention in creating the railway bill of lading to meet financing needs. However, whether such bills constitute negotiable document of title akin to maritime bills of lading remains unresolved. Moreover, the influence of Chinese court rulings remains confined to domestic jurisdictions and lacks precedential effect. This pilot-based adjudication approach also struggles to provide transparent and predictable rule guidance for transferable cargo documents nationwide.[18]

[17] Chongqing Fuqi Automobile Sales Co. Ltd. v. Chongqing Sinotrans Logistics Co. Ltd. (dispute over a property right) [2019] Yu 0192 Civil Chu No. 10868 (The Primary People's Court of Chongqing Pilot Free Trade Zone, first instance and final judgment).

[18] See L. Wang, On the Scope of Application of the New Negotiable Cargo Documents Convention, Master's Thesis, Peking University, 2024, p.2.

Table 2：Current Use of TTDs in Non-Maritime Transport

Countries/ Regions	Modes of Transport
North America	Road Transport
South American	Road Transport
Euro- China Express	Railway Transport
German	Land& Inland Waterway
Austria	Land& Inland Waterway
The U.S	Railway Transport

The legal landscape outlined above lays bare the fragmented state of the current law of transport documents. Apart from the bill of lading, most cargo documents do not carry negotiability. It was against this backdrop that the NCD Convention was established. It is conceivable that a unified transport document, usable across all modes of transport and issued in either negotiable or non-negotiable form, would constitute a revolution in international trade documentation.

3. United Nations Convention on Negotiable Cargo Document

3.1 An Analysis of NCD Holder's Rights Clauses

To what extent can the NCD Convention deliver on its ambition of conferring negotiability and uniform rules on all transport documents? The answer turns on two questions: first, how the Convention substantively alters the rights and obligations of the parties; and second, how it defines its relationship with the existing international legal framework governing the carriage of goods.

Transplanting the so-called property document character of the bill of lading to other modes of transport is tricky, not least because there is no consensus on how far the bill of lading itself is truly negotiable. Some argue that it simply lacks the hallmarks of genuine negotiability. A truly negotiable instrument (a bill of exchange being the classic example) gives a bona fide transferee better title than the transferor enjoyed, and passes free from equities affecting earlier parties. The bill of lading, by contrast, cannot vest in the transferee greater rights than those held by the transferor. [19] In addition, numerous issues remain to be resolved within the field of bills of lading. In this regard, while the Convention attempts to reconcile conflicts between different jurisdictions, it remains powerless to address deviations in national practices.

[19] See Raymond E Negus, 'Negotiability of Bills of Lading' L.Q.R. (1921) 442, 456.

Article 7.1 of the NCD Convention provides that once an NCD has been issued, the rights stipulated therein may only be exercised by the holder, including the right to demand delivery of the goods at the place of destination. [20] The exclusivity of the holder's rights over the goods, most notably the right to demand delivery, is a foundational principle under the bills of lading law.[21] This principle derives from the exclusivity of the concept of possession in property law.[22]Yet the NCD Convention leaves unaddressed the practical difficulties this principle may give rise to.Abill of lading cannot be cleanly severed from the underlying legal relationships it embodies. [23]A bill of lading signifies that the carrier acknowledges having taken certain goods into his custody as a detentor for the purpose of carriage[24], and may be under a duty to deliver those goods to the holder. However, on the property law level, the delivery of movable goods represented by a bill of lading is governed by its own rules, which generally require formal delivery by a person with the power to dispose of the property, and in some jurisdictions, on a valid legal basis. [25]This may result in different parties asserting competing claims over the same goods, each grounded in a distinct legal basis. Thus, the pledge held by banks over cargo documents, the lien exercised by freight forwarders, and the rights of the bill of lading holder frequently come into conflict. [26]Where a bill of lading passes into the hands of a third party, whose interests take priority over any pledge not reflected on the face of the bill, banks may find themselves unable to enforce their security interest.[27]

According to Article 7.2 of the NCD Convention, by virtue of becoming the holder, a person acquires the right to bring claims against the carrier, and where applicable, the right of disposal under the contract of carriage and such other rights under the contract of carriage as are conferred by applicable law, as if that person were a party to the contract. [28] The controversy here is that different legal traditions offer mutually competing explanations as to source and nature of the rights of the holder of a maritime bill of lading. Under the contractual approach, the holder of the

[20] United Nations Convention on Negotiable Cargo Documents, Article 7.1.
[21] See Britton, William E. 'Negotiable Documents of Title' (1953) 5 Hastings LJ 103,107.
[22] See Curwen, Nick, 'The bill of lading as a document of title at common law', Mountbatten yearbook of legal studies (2007) 140, 144; James Steven Rogers, 'Negotiability as a System of Title Recognition' (1987) 48 Ohio St LJ 197, 205.
[23] Sewell v Burdick (The Zoe), (1884) 10 App. Cas. 74 (1884).
[24] See JLP Cahen, 'Het Cognossement' (S Gouda Quint 1964) 1.
[25] See Wu, Zhicheng, and Lei Chen. 'Revisiting property transfer theory: English law and Chinese law compared',Legal Studies 43, (2023)259.
[26] Conflicts between the rights of bill of lading holders and those asserted by banks or freight forwarders are reflected in three cases decided under Dutch law. See Bosman/Condorcamp,Hoge Raad 26 november 1993, Case No. 15108, LJN: ZC1155; Hoge Raad 17 October 2003, Case No. C02/270HR, LJN: AF9452; Hoge Raad, 27 januari 1995, nr[1995-01-27/SES_29102], S&S 1995, 40.
[27] MAW van Maanen and MH Claringbould, 'Aspecten van pandrecht op cognossementen' Nederlands Tijdschrift voor Handelsrecht 1 (2017) , 8.
[28] United Nations Convention on Negotiable Cargo Documents, Article 7.2.

bill of lading is regarded as stepping into the legal position of a party to the contract of carriage through mechanisms such as third-party beneficiary clauses[29], assignment of contractual rights, or agency; alternatively, it is argued that a fictitious contract arises between the holder and the carrier, rendering the holder a party to the contract of carriage[30]. By contrast, under the non-contractual (statutory) approach, the rights of the holder are viewed as special rights conferred by law, with a defined scope and content, namely the right of disposal, the right to demand delivery of the goods, and rights of action against the carrier. On this view, the holder's rights do not arise from accession to the contract of carriage, and therefore need not encompass all rights available under that contract. [31]

Although the Convention revisits and restates a range of legal issues surrounding negotiable bills of lading, it does not purport to offer a comprehensive framework for resolving them. Instead, it takes a functional legislative approach, describing the role that the bill of lading plays in commercial practice, with the primary aim of making the use of NCDs viable beyond the maritime context. Article 7.4 of the NCD Convention provides that the issuance of a negotiable document, the transfer of possession to the initial holder, and any subsequent transfer are each equivalent in effect to the delivery of the goods. It was originally a helpless move to avoid divergence. However, who is to say that functional legislation—which refrains from judging specific theories and merely describes commercial phenomena—is not itself a clever form of legislative art?

3.2 The Interaction between UNCITRAL NCD Convention and Existing International Carriage of Goods Law

3.2.1 The Compatibility between the NCD Convention and the Existing Land Transport Law

The conflict between the NCD Convention and the existing international frameworks governing land transport lies in the extent to which current international conventions on land carriage leave institutional space for the issuance of negotiable transport documents. [32] Pursuant to Article 6(5) of the Uniform Rules concerning the Contract for International Carriage of Goods by Rail (CIM),

[29] See Frank Stevens, 'Third Party Rights under Bills of Lading' European Journal of Commercial Contract Law (2012) 54, 58.
[30] Stevens, F The Bill of Lading: Holder Rights and Liabilities (1st edn)(2017) Routledge 9.
[31] 'UNCITRAL, Working Group VI (Negotiable Cargo Documents). Draft Explanatory Note on the Convention on Negotiable Cargo Documents. Secretariat (September 2025), UN Doc.A/CN.9/WG.VI/WP.118.' at 18.
[32] UNCITRAL, Working Group VI (Negotiable Cargo Documents). Interaction between draft convention on negotiable cargo documents and existing international transport law conventions; Forty-sixth session of the Working Group VI, New York, 17–21 March 2025. UN Doc.A/CN.9/WG.VI/WP.115.

the consignment note does not have the effect of a bill of lading. Under Article 26 of the Agreement on International Railway Freight Communications (SMGS), the carrier is obliged to deliver the goods to the consignee. The Convention on the Contract for the International Carriage of Goods by Road (CMR) further provides that, once the second copy of the consignment note has been handed over to the consignee, the carrier shall comply with the consignee's instructions. [33] This appears to suggest that possession of the transport document may, to a certain extent, confer rights relating to the goods. However, under the CMR regime, the holder of the consignment note cannot trade the goods by transferring the document, nor can the holder obtain control over the goods. Judging solely from the textual provisions, the existing international conventions on land transport leave virtually no room for the use of TTDs. At present, railway carriers are obliged to deliver the goods to the person named in the consignment note, which is inherently incompatible with the bill of lading principle of "delivery against presentation."

Thus, if the Convention is to operate smoothly in the context of land transport, reliance on its own provisions alone will not suffice — it will also require concurrent reform of existing rules, so as to achieve a framework of mutual reinforcement. Fortunately, international organisations have already begun reforms to accommodate the growing use of NCDs for financing purposes and to provide parties with greater flexibility. Conflicts between the scopes of application of the CIM and the SMGS may undermine legal certainty. [34] In addition, practical issues such as differing rail gauges and legal fragmentation in transcontinental Eurasian rail transport may also affect the effective application of NCDs. [35] Since 2013, the United Nations Economic Commission for Europe (UNECE) has continuously promoted legislative work aimed at developing a Unified Railway Law, with the objective of enabling international carriage of goods across the Asian continent on the basis of a single consignment note and a single contract of carriage. [36] To integrate the dual-track legal regime governing international rail freight transport, UNECE has drafted the Convention on the Contract of International Carriage of Goods by Rail. [37] This pioneering

[33] See Article.12, CMR.
[34] See Silu ZHANG, Analysis on the Legal Guarantee Mechanism for the High-quality Development of International Multimodal Transport of Goods under the"Belt and Road"Initiative, Journal of Guangxi Administrative Cadre Institute of Politics and Law, Vo.3, p.49.)
[35] See Ying YANG, Research on Innovative Practice of Railway Bill of Lading System in Crossborder Transport of Countries Along the "Belt and Road", JOURNAL OF CHONGQING JIAOTONG UNIVERSITY (SocialSciencesEdition), Vol.3, 2025, p.55.
[36] UNECE, Unified Railway Law: Breakthrough towards a Euro-Asian and even a global legal regime for rail transport, 28-02-2013, see https://unece.org/transport/press/unified-railway-law-breakthrough-towards-euro-asian-and-even-global-legal-regime.
[37] UNECE, Draft provisions for the proposed Convention on the contract for international carriage of goods by rail as a first Convention of a system of Unified Railway Law Conventions, ECE/TRANS/SC.2/2023/1, 09-05-2023.

convention seeks to address divergences in international rail freight law and represents the first attempt to establish a unified legal framework for international rail carriage, with the aim of harmonizing the differing rules of the CIM and the SMGS. By integrating the two legal systems and eliminating administrative and contractual barriers in railway operations, the Convention is intended to enhance the competitiveness of rail transport and reduce the environmental impact of freight carriage. [38] The most recent result of this project is Convention on the Contract for International Carriage of Goods by Rail released by UNECE in 2024, which includes a dedicated section introducing transferable consignment bill which can be used for railway transport. [39] Reform of the SMGS is also underway.

Since 2023, the The Organisation for Cooperation Between Railways (OSJD) has been engaged in preparatory work on draft amendments and supplements to the SMGS aimed at addressing issues relating to documents of title. [40] These ongoing revisions to existing carriage of goods regimes suggest that international land transport law and the NCD Convention are likely to become more closely aligned. If existing land transport conventions permit the issuance of negotiable documents in international carriage within their respective scopes, both methods of issuing NCDs provided for in Article 3 of the NCD Convention would become available to parties. This would substantially enhance the commercial potential of NCDs.

3.2.2 Delimiting the NCD Convention's Relationship with Maritime Law

NCD Convention is to complement and operate alongside existing legal frameworks, but no to compete with them. Ideally, contractual aspects of transport documents should continue to be governed by existing international conventions on the carriage of goods, while issues relating to the document of title function of TTDs should be governed by the NCD Convention. This aim is achieved primarily through Article 1 of the Convention. It embodies two core principles. First, limited scope: the Convention applies only to the issuance, transfer, and legal effects of NCDs where the place of control over the goods and the place of delivery are in contracting states, and it does not address other aspects of the international carriage of goods. Second, the dual-track

[38] UNECE, Unified Railway Law: Breakthrough towards a Euro-Asian and even a global legal regime for rail transport, 28-02-2013, see https://unece.org/transport/press/unified-railway-law-breakthrough-towards-euro-asian-and-even-global-legal-regime.
[39] United Nations Economic Commission for Europe, Inland Transport Committee, Working Party on Rail Transport. Convention on the contract for international carriage of goods by rail as a first Convention of a system of Unified Railway Law Conventions. Secretariat note dated 4 December 2023; Eighty-sixth session of the Inland Transport Committee, Geneva, 20–23 February 2024. ECE/TRANS/2024/29.
[40] OSJD, Report on the Activities of the Organization for Co-Operation Between Railways for 2024, p.24.

principle: the Convention does not affect the application of any international convention or domestic law governing carriage operations. Except as otherwise provided in the Convention, it does not alter the rights and obligations of carriers, shippers, or consignees, nor the allocation of liability under the law applicable to the contract of carriage. NCDs likewise do not affect any transport documents that carriers are required to issue under existing international or domestic transport law.[41]

At the 58th session of UNCITRAL in 2025, the Working Group considered a proposal by delegations to exclude maritime transport from the scope of the Convention. The "absolute non-application to maritime transport" solution advocated excluding all transport involving a maritime leg from the scope of the Convention, including multimodal transport containing a sea segment. Whereas the "relative non-application to maritime transport" approach proposed excluding only contracts of carriage performed entirely by sea, while continuing to include multimodal transport involving partial maritime carriage. [42]

First, extending the Convention to maritime transport was said to entail the risk of a dual legal regime. If both an NCD and a bill of lading were issued for the same cargo, confusion could arise. [43] These parallel regimes might enable parties to engage in forum shopping by exploiting differences in national implementation or judicial interpretation of the NCD Convention. Accordingly, the Convention must carefully define its interaction with maritime law in order to avoid undermining established legal rules. [44] Second, the very objective of the NCD Convention is to introduce negotiability into transport documents in areas where negotiable cargo documents have not yet been used, rather than to establish a comprehensive international legal regime for the carriage of goods. Applying the NCD Convention to the maritime leg could compel states to make substantial modifications to their existing maritime transport legal regimes. [45] This would

[41] United Nations Convention on Negotiable Cargo Documents, Article 1.
[42] UNCITRAL, Report of the United Nations Commission on International Trade Law on the work of its fifty-eighth session (7–23 July 2025); General Assembly, Official Records, Eightieth Session, Supplement No. 17 (A/80/17), para.11.
[43] UNCITRAL, Compilation of comments on the draft convention on negotiable cargo documents; Fifty-eighth session of the United Nations Commission on International Trade Law, Vienna, 7–23 July 2025. Un.Doc.A/CN.9/1214, p.16.
[44] UNCITRAL, Compilation of comments on the draft convention on negotiable cargo documents; Fifty-eighth session of the United Nations Commission on International Trade Law, Vienna, 7–23 July 2025. UN.Doc.A/CN.9/1214, p.19.
[45] UNCITRAL, Report of the United Nations Commission on International Trade Law on the work of its fifty-eighth session (7–23 July 2025); General Assembly, Official Records, Eightieth Session, Supplement No. 17 (A/80/17), p.10.

undermine the NCD Convention's function as a gap-filling instrument designed to complement, rather than displace, existing legal frameworks.

By contrast, those supporting the application of the Convention to maritime transport argued that no concrete cases of conflict between the Hague Rules or similar conventions and the present Convention had been identified, and that the existence of such conflicts should be a necessary precondition for limiting the Convention's scope. They further noted that certain jurisdictions have enacted specialised legislation on bills of lading that applies in parallel with existing maritime conventions. Such domestic laws have never affected the application of the relevant international maritime conventions. [46]

After considering a wide range of conflicting interests and views, the draft Convention reached a compromise by including a reservation article. First, maritime transport is addressed through the reservation mechanism rather than through a limitation of the Convention's scope of application. This approach responds to industry concerns without fundamentally altering the Convention's objective of coordinating international transport law. As reservations operate as exceptions, this design signals that, in principle, Contracting States are expected to permit the issuance of NCDs in maritime transport. Second, reservations are permitted only for contracts involving carriage performed entirely by sea and may not be made for multimodal transport that includes a maritime leg. Under existing legal frameworks, the legal characterisation of multimodal bills of lading remains uncertain, making this an area in which legal certainty is particularly needed. Third, the scope of maritime non-application has been significantly narrowed. A reservation is permissible only where the State is already bound by an international convention governing maritime bills of lading; the mere inclusion of a maritime leg in the contract of carriage, or the application of maritime law as the governing law of the document, is insufficient to exclude the Convention's application. Accordingly, the scope of permissible reservations under the draft Convention is tightly circumscribed.

This approach is broadly reasonable. First, the Convention operates on an "opt-in" basis: where shippers and carriers agree to issue negotiable transport documents, commercial actors should be presumed to possess the requisite business judgment. [47] Second, the NCD Convention seeks to

[46] Yu GUO: Symposium on Draft Convention on Negotiable Cargo Documents Significance and Prospects, 12/09/2025, Dalian Maritime University, Dalian, China.

[47] UNCITRAL, Working Group VI (Negotiable Cargo Documents). Report of Working Group VI on the work of its forty-sixth session (New York, 17–21 March 2025); Fifty-eighth session of the Commission, Vienna, 7–25 July 2025. UN Doc. A/CN.9/1205, para.14.

establish a unified legal regime for documents of title.[48]Excluding maritime transport from its scope could therefore frustrate its harmonisation objective in the field of transport document law. In an evolving supply-chain environment, freight forwarders, shippers, and trade-finance institutions should be allowed to use the NCD framework to organise end-to-end multimodal transport or unimodal transport.[49] Considering the central role of maritime transport in international trade, excluding maritime transport altogether would have rendered the Convention's scope excessively narrow and undermined its objective of facilitating international trade.[50]

4.Conclusion

No matter the extent of the advantages for L/C financing, combined transport, and trade facilitation, the proposal to offer a uniform document for all transport modes—where parties can decide on its negotiability—is a very bold concept. Should the NCD Convention gain enough signatures and broad implementation, this vision may well materialize soon.

NCDs are not inevitably replicas of maritime bills of lading, but their rules are undoubtedly grounded in the doctrines and practices of negotiability. Nevertheless, jurisdictions remain divided on holder rights and the nature of negotiability in maritime law. This lack of consensus, while a setback for drafting, catalyzes dialogue regarding the NCD. Indeed, the functional legislative approach provides a bedrock for NCD implementation. While it stops short of resolving all "document of title" controversies, its inherent flexibility empowers adjudicators to deliver creative and legally coherent rulings.

That said, the Convention's ultimate success hinges on several external variables. Primarily, whether NCDs succeed in land transport depends on the reform of corresponding legal regimes. Furthermore, commercial viability is a concern, considering the skepticism voiced by the maritime industry during the drafting stage. During this interim period before the Convention takes effect, as we analyze its impact on the legal horizon, we should anticipate the transformative potential it

[48] UNCITRAL, Working Group VI (Negotiable Cargo Documents). Report of Working Group VI on the work of its forty-sixth session (New York, 17–21 March 2025); Fifty-eighth session of the Commission, Vienna, 7–25 July 2025. UN Doc. A/CN.9/1205, para.13.
[49] UNCITRAL, Working Group VI (Negotiable Cargo Documents). Compilation of comments from organizations; Forty-sixth session of the Working Group VI, New York, 17–21 March 2025. UN Doc.A/CN.9/WG.VI/WP.116/Rev.1, p.8.
[50]UNCITRAL, Working Group VI (Negotiable Cargo Documents). Report of Working Group VI on the work of its forty-sixth session (New York, 17–21 March 2025); Fifty-eighth session of the Commission, Vienna, 7–25 July 2025. UN Doc.A/CN.9/1205, para.14.

holds for transport documentation. In conclusion, this article adopts an optimistic view of the potential of the NCD Convention, albeit in a restrained and measured manner.