

## **LEGAL PERSPECTIVE ON THE ELECTRONIC BILLS OF LADING**

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### **Abstract**

The Bill of Lading is the most important document for international trade and has been for hundreds of years. The bill of lading permits goods to be traded while in transit, many times before they reach their destination. Possession of the bill of lading is equivalent to the possession of the goods. Today, traditional bill of lading faces problems caused by the delay of the document, fraud, and high costs of generating. International trade transactions are increasingly using EDI (Electronic Data Interchange) and the problem of the bill of lading was to introduce the use of the electronic bill of lading in shipping trade by replicating the traditional bill of lading with the electronic bill of lading. Using the electronic bill of lading will reduce time and cost. But the electronic bill of lading faces problems in some jurisdictions relating to its legal recognition.

**Keywords** – Bill of Lading, Electronic Bills of Lading, Contract of Carriage, Transport Document

### **Introduction**

The bill of lading is the most important document that is widely used in the international shipping industry. The bill of lading performs three main distinct functions. The receipt of a bill of lading at the port of destination is too slow to enable the delivery of the goods to the party who is entitled to them. The reasons for the delayed movement of the bill of lading are lengthy and complex banking processes slowed the movement of the bill of lading. The emergence of electronic commerce in the shipping industry has exposed the inadequacy of the traditional bill of lading. In the end, the electronic bill of lading is introduced. The advantages of electronic bills of lading are it assists to get rid of delays that are caused by paper bills of lading and it also helps reduce the cost of documentation and improve transaction efficiency.

The objective of this paper is to analyze the legal and challenges faced by the electronic bill of lading.

### **Materials & Methods**

Qualitative research methods are applied in this paper. A study of relevant articles, journals, books, and cases will be undertaken throughout the courses of this paper. Theoretical analysis and examinations of the bill of lading and all relevant shipping documents will be carried out to ensure that the paper topic is fully addressed.

### **Results**

Under the instruments of the international approach, electronic bills of lading perform the three main functions. The electronic bill of lading may be recognized by law as a receipt for the goods and evidence in the contract of carriage. Electronic documents, electronic messages, and electronic signatures are already recognized as evidence. Although electronic bills of lading should perform the same three functions as bills of lading, they are not yet recognized under English law. The paper will find out the difficulties of the authentication and signature requirements and the evidential value and admissibility of electronic documents.

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## Discussion

**The functions of the Bill of Lading:** The bill of lading is one of the documents applied in the carriage of goods by sea. "Bill of lading" means a document that evidences a contract of carriage by sea and the taking over or loading of the goods by the carrier, and by which the carrier undertakes to deliver the goods against surrender of the document. A provision in the document that the goods are to be delivered to the order of a named person, or to order, or to bearer, constitutes such an undertaking.<sup>1</sup>

A bill of lading is a transport document issued by or on behalf of a carrier to the person with whom he has entered into the contract of carriage of the goods, usually known as the shipper. The bill of lading embodies the promise of the carrier to carry the goods to the port of destination and to deliver them in accordance with the terms of the bill of lading to the consignee.<sup>2</sup>

A bill of lading has various aspects: -

- (1) It is very good evidence of the contract of affreightment,
- (2) It is a receipt for the goods shipped and contains certain admissions as to their quantity and condition when put on board.
- (3) It is a document of title, without which delivery of the goods cannot normally be obtained.<sup>3</sup>

The most important function of a bill of lading is a document of title in international maritime trade. Possession of a bill of lading is equivalent to possession of the goods. While the goods are in transit, the holder of the bill may negotiate it by endorsement and delivery. A bank may use it as a guarantee for the issuance of credit, which is often necessary to finance a sale. This function of the bill of lading increases confidence in maritime trade.<sup>4</sup>

The holder of the bills of lading shall have not only the right of ownership over the good but also the constructive possession of the cargo. Because the bills of lading can be sent to whoever will have the right to claim them from the carrier at the port of discharge, and since the bills of lading can represent the goods, it can be traded several times while the cargo is still in transit. Furthermore, it is this feature that makes the bills of lading acceptable for a bank as security or collateral for the letter of credit advances to the importer and exporter.<sup>5</sup>

**Problems associated with the bill of lading:** The traditional bill of lading also has several disadvantages in the modern shipping environment. Containerization and modern vessels have resulted in a speedier carriage of goods. The result is that the goods arrive at the port of destination before the relevant shipping documents. This causes delay and erodes the advantage

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<sup>1</sup> Article 1 of the United Nations Convention on Carriage of Goods by Sea, 1978 (Hamburg Rules).

<sup>2</sup> Caslav Pejovic, (2020) Transport Documents in Carriage of Goods by Sea, Informa Law from Routledge.

<sup>3</sup> E.R. Hardy Ivamy (1979) Payne and Ivamy's Carriage of Goods by Sea, London Butterworths.

<sup>4</sup> Abdul Ghafur Hamid @ Khin Maung Sein, (2004) "The Legal Implications of Electronic Bills of Lading: How Imminent is the Demise of Paper Documents? The Journal of the Malaysian Bar, Vol. 33, No 3, p 2.

<sup>5</sup> Thi Mai Anh Doan, (2018) Switching paper to electronic bills of lading: legal perspective and reform options for Vietnam, World Maritime University.

gained by the expedited voyage. Considerable expenses are also incurred in the issuing and processing of bills of lading.<sup>1</sup>

In maritime trade, the carrier has an obligation to issue the bill of lading to the shipper. The shipper sends the bill of lading to the consignee. The consignee has possession of the goods by the presence of the bill of lading to the carrier. The problem is that the goods arrive at the port of destination before the bill, and the consignee would not be able to claim the goods at the port of destination.

The slowness of traditional bills of lading is one of the important problems that is linked to this form of bills of lading. As it has to be handled hand to hand in different places and intervals, the traditional bills of lading proved incapable to cope with the development and the speed needed in this new century. The slow nature of a negotiated bill of lading and its interference with other contracts such as the documentary letter of credit has revealed its inability to develop. It should not be forgotten that the delays that are caused by the slowness of the paper bill of lading can result in demurrage and extra freight charges.<sup>2</sup>

These are the disadvantages of the traditional bills of lading and this is the main reason why the maritime trade substitute for the traditional bills of lading.

**Sea waybill:** The sea waybill has emerged as an alternative sea carriage document to the bill of lading by resolving some of the issues associated with the late arrival of documents.<sup>3</sup> A sea waybill constitutes only two functions of a traditional bill of lading, namely; (1) as a receipt for the goods shipped; and (2) as evidence of the contract of carriage. It is not a document of title and it cannot be used to transfer the ownership of the goods.<sup>4</sup>

The sea waybill is easier than the bill of lading to replicate in electronic form. A waybill is not negotiable and not a document of title, it may be carried on board the ship itself, or the information it contains may be reproduced and transmitted electronically, thus avoiding the delays associated with the movement of paper documents.<sup>5</sup> The sea waybill's lack of negotiability makes it a safer commercial document that is less likely to be lost stolen, or subject to fraud.<sup>6</sup>

Today, Electronic commerce is currently becoming more prevalent in international trade. Electronic Data Interchange (EDI) is the electronic system currently employed for trading reasons.

<sup>1</sup> A. Elentably, (2012), "The Advantage of Activating the Role of the EDI-Bill of Lading And its Role to Achieve Possible Fullest", *International Journal on Marine Navigation and Safety of Sea Transportation*, Vol.6, No. 4, p.599.

<sup>2</sup> Kamal Alawamleh, *Traditional Bills of Lading V. Electronic Bills of lading: Pros and cons and the way forward*, Proceedings of 64th The IRES International Conference, Oxford, United Kingdom, 19th-20th March 2017, ISBN: 978-93-86291-88-2, [http://www.worldresearchlibrary.org/up\\_proc/pdf/711\\_149128316801-03.pdf](http://www.worldresearchlibrary.org/up_proc/pdf/711_149128316801-03.pdf)

<sup>3</sup> Marek Dubovec, (2006) "The Problems and possibilities for using Electronic Bills of Lading as Collateral", *Arizona Journal of International and Comparative Law*, Vol. 23, No. 2, p.445.

<sup>4</sup> Abdul Ghafur Hamid @ Khin Maung Sein, (2004) "The Legal Implications of Electronic Bills of Lading: How Imminent is the Demise of Paper Documents? *The Journal of the Malaysian Bar*, Vol. 33, No 3, p 3.

<sup>5</sup> Marek Dubovec, (2006) "The Problems and possibilities for using Electronic Bills of Lading as Collateral", *Arizona Journal of International and Comparative Law*, Vol. 23, No. 2, p.446.

<sup>6</sup> Boris Kozolchyk, (1992) *Evolution and Present State of the Ocean Bill of Lading from a Banking Law Perspective*. ([https://openyls.law.yale.edu/bitstream/handle/20.500.13051/11949/45\\_35YaleLJ548\\_1925\\_1926\\_.pdf?sequence=2](https://openyls.law.yale.edu/bitstream/handle/20.500.13051/11949/45_35YaleLJ548_1925_1926_.pdf?sequence=2))

**Electronic Data Interchange (EDI):** “Electronic data interchange (EDI)” means the electronic transfer from computer to computer of information using an agreed standard to structure the information.<sup>1</sup> The major objective of EDI is the creation of a platform of transmission whereby connect multi-user, including shippers, carriers, forwarders, banks, etc., in a safe network and the accomplishment of a fully interpreted electronic process to forward paperless international trading.<sup>2</sup>

Due to its benefits, which include time savings, the convenience of conducting business over long distances, and cost savings, EDI is becoming more and more popular.

**The Electronic Bills of Lading:** The initiatives taken to introduce an electronic bill of lading or an equivalent alternative began in 1983, leading to the subsequent introduction of the BOLERO system. In 1990 the Committee Maritime International (CMI) published the Rules on Electronic Bills of Lading and in 2008, the United Nations adopted a new convention on ‘Contracts for the International Carriage of Goods Wholly or Partly by Sea’ (known as the Rotterdam rules) that permit and regulate the use of electronic bills of lading.<sup>3</sup> In the digital age, it should not be too surprising that many projects are in progress to replace traditional paper bills of lading with more “ethereal bills of lading”, that will, henceforward, appear on the computer screen for electronic transmission. To a limited extent, this is already being done by a number of liner services for non-negotiable or sea waybills.<sup>4</sup>

The Electronic bills of lading include data that is inserted in a computer and is transmitted electronically, using electronic messages, so that an electronic bill of lading consists of the series of electronic messages sent and received among a carrier, shipper, and consignee. Consequently, electronic bills of lading cannot be issued in several originals, nor can it be signed in the same sense as a paper bill of lading.<sup>5</sup>

There is a question that is the function of electronic bills of lading is equivalent to the function of traditional bills of lading.

According to Article 8 (a) of the United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (Rotterdam Rules) 2009;

Subject to the requirements set out in the Convention:

(a) Anything that is to be in or on a transport document under the Convention may be recorded in an electronic transport record, provided the issuance and subsequent use of an electronic transport record is with the consent of the carrier and the shipper; and (b) The

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<sup>1</sup> Article 2(b) of the UNCITRAL Model Law on Electronic Commerce, 1996.

<sup>2</sup> Thi Mai Anh Doan, (2018) Switching paper to electronic bills of lading: legal perspective and reform options for Vietnam, World Maritime University, p. 17.

<sup>3</sup> P. Todd, (2019) ‘Electronic bills of lading, blockchains and smart contracts’, international Journal of Law and Technology, p. 339.

<sup>4</sup> Marsh, (2016). “Switching from paper to electronic bills of lading”, <https://www.marsh.com/uk/insights/research/switching-from-paper-to-electronic-bills-of-lading.html>

<sup>5</sup> Caslav , P. (2004). Documents of title in carriage of goods by sea under english law: Legal nature and possible future directions. p 43-83. <https://hrcak.srce.hr/file/65803>

issuance, exclusive control, or transfer of an electronic transport record has the same effect as the issuance, possession, or transfer of a transport document.<sup>1</sup>

The Rotterdam Rules recognize the legal equivalence of electronic bills of lading to the traditional bill of lading.

The electronic bill of lading is the legal and functional equivalent of traditional bills of lading. The electronic bill of lading must digitize the core functions of traditional bills of lading, namely its legal acceptance as a receipt, as evidence of or containing the contract of carriage, and as a document of title.<sup>2</sup>

**The UNCITRAL Model Law on Electronic Commerce:** UNCITRAL is the United Nations Commission on International Trade Law established to harmonize and promote international trade. The United Nations established the Model Law on Electronic Commerce in 1996 to enhance the use of paperless communication.<sup>3</sup> The Model Law is a series of guidelines for states planning to enact similar laws on electronic commerce, not a source of law.

“Data message” means information generated, sent, received or stored by electronic, optical, or similar means including, but not limited to, electronic data interchange (EDI), electronic mail, telegram, telex, or telecopy.<sup>4</sup>

The Model Law on Electronic Commerce applies to any kind of information that is transferred in the form of a data message used in commercial activities. Ocean bills of lading are one kind of document within the scope of the Model Law. The purpose of the UNCITRAL Model Law on Electronic Commerce that was adopted by UNCITRAL in 1996 is to offer national legislators a set of internationally acceptable rules in terms of which a number of legal obstacles to electronic commerce may be removed, and a more secure legal environment may be created for electronic commerce. Accordingly, the regulations of the Model Law can only be taken as a model set of rules for electronic commerce and will only have the force of law if adopted in national legislation.<sup>5</sup>

The Model Law introduced a new approach known as “functional equivalence”. It is based on an analysis of the functions of paper-based requirements and determines how those functions can be fulfilled through EDI. It simply means that where there is a legal requirement for, e.g., writing, signatures, and originals, that requirement can be satisfied by equivalent data messages.<sup>6</sup>

The issue is whether a data message can be treated as a document in court and utilized as evidence. In certain nations, these are considered as evidence in general. They are generally regarded as proof in various nations.

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<sup>1</sup> Article 8 (a) of the United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (Rotterdam Rules) 2009.

<sup>2</sup> Florian Kuester. (2017). Electronic bill of lading – how is paperless trade possible? Combined Transport Magazines, <https://combined-transport.eu/electronic-bill-of-lading>

<sup>3</sup> Holtzhausen A (2006) “Electronic Bills of Lading”, University of the North West Potchefstroom, p.42.

<sup>4</sup> Article 2 of the UNCITRAL Model Law on Electronic Commerce 1996.

<sup>5</sup> Holtzhausen A (2006) “Electronic Bills of Lading”, University of the North West Potchefstroom, p.44.

<sup>6</sup> Abdul Ghafur Hamid @ Khin Maung Sein, (2004) “The Legal Implications of Electronic Bills of Lading: How Imminent is the Demise of Paper Documents? The Journal of the Malaysian Bar, Vol. 33, No 3, p 5.

If there is an original document, a data message may not be accepted as evidence and may be considered hearsay evidence. In the case where there is no original document, a data message or a computer print-out could be considered as evidence.<sup>1</sup>

This problem solves that information shall not be denied legal effect, validity or enforceability solely on the grounds that it is in the form of a data message.<sup>2</sup>

Moreover, it clearly stated that;

“In any legal proceedings, nothing in the application of the rules of evidence shall apply so as to deny the admissibility of a data message in evidence:

- (a) on the sole ground that it is a data message; or,
- (b) if it is the best evidence that the person adducing it could reasonably be expected to obtain, on the grounds that it is not in its original form.”<sup>3</sup>

In most jurisdictions, writing or document are required. The Model Law, clearly expresses that electronic message have the same legal status as writings. Where the law requires information to be in writing, that requirement is met by a data message if the information contained therein is accessible so as to be usable for subsequent reference.<sup>4</sup>

The signature in commercial transactions is important because it authenticates the parties to a contract and is legally bound. In most jurisdictions, a manual signature is the only acceptable form of authentication. The courts will not recognize an electronic form of verification as satisfying the legal need for a "signature" in the absence of legislation. A solution to the problem can be found in Article 7 of the Model Law, it states that;

“(1) Where the law requires a signature of a person, that requirement is met in relation to a data message if:

- (a) a method is used to identify that person and to indicate that person’s approval of the information contained in the data message; and
- (b) that method is as reliable as was appropriate for the purpose for which the data message was generated or communicated, in the light of all the circumstances, including any relevant agreement”.<sup>5</sup>

Today, some countries enacted laws that the legal effect of electronic signatures. For example, In the Myanmar Evidence Act, 2015 provides that;

“Where any existing law requires a signature or provides for certain consequences if a document or a record is not signed, that requirement is satisfied in relation to an electronic record if-

- (a) a method is used to identify the person and to indicate that person's intention in respect of the information contained in the electronic record; and
- (b) the method is used either-

<sup>1</sup> Hill & Walden, (1996) , ‘The Draft UNCITRAL Model Law on Electronic Commerce: Issues and Solutions’, p. 13.

<sup>2</sup> Article 5 of the UNCITRAL Model Law on Electronic Commerce 1996.

<sup>3</sup> Article 9(1) of the UNCITRAL Model Law on Electronic Commerce 1996.

<sup>4</sup> Article 6 of the UNCITRAL Model Law on Electronic Commerce 1996,

<sup>5</sup> Article 7 of the UNCITRAL Model Law on Electronic Commerce 1996.

- (i) as reliable as appropriate for the purpose for which the electronic record was generated or communicated, in the light of all the circumstances, including any relevant agreement; or
- (ii) proven in fact to have fulfilled the functions described in sub-section (a), by itself or together with further evidence.<sup>1</sup>

The Electronic Transactions Law (2014) further provides that

- (a) Matters prescribed to be reduced to writing or to be signed under any existing law may be made by electronic record, electronic data message or electronic signature.
- (b) The electronic record, electronic data message or electronic signature made under sub-section (a) shall be lawful as if they were made under the relevant law.<sup>2</sup>

An electronic Signature is defined as in Section 1 (f) of the Electronic Transactions Law (2014) states that an electronic signature means any symbol or mark arranged personally or on his behalf by electronic technology or any other similar technologies to verify the authenticity of the source of the electronic record and the absence of amendment or substitution.

According to these definitions, the electronic signature serves as a means of authenticating the signatory's identity and confirming that the signed document contains all the signatory intended.

With regard to the negotiability and the transferability of an electronic bill of lading Article 17(3) of the UNCITRAL Model Law on Electronic Commerce, states as follows:

“If a right is to be granted to, or an obligation is to be acquired by, one person and no other person, and if the law requires that, in order to effect this, the right or obligation must be conveyed to that person by the transfer, or use of, a paper document, that requirement is met if the right or obligation is conveyed by using one or more data messages, provided that a reliable method is used to render such data message or messages unique”.

In order to transfer the right and obligation, this Article requires, first, the transfer must be made by means of data messages, and that in doing so a “reliable method is used to render the messages unique”. No further information is provided on what is a “reliable method” but it can be supposed that this method should be verified and proved to be reliable.<sup>3</sup>The transfer of the right or duty via a data message satisfies the negotiable conditions. It's also crucial to remember that a document's negotiability must be established by law or commercial practice.

Therefore, the Model Law Electronic Commerce is a model set of rules governing electronic documents, including electronic bills of lading, although it is not a binding document.

In 2017, Only one country, Bahrain adopted this Model Law and incorporated it into the legal system of their nation. In February 2021, Singapore became the second country to adopt the model law. They amend the Electronic Transactions Act (ETA) and make consequential and related amendments to the Bills of Lading Act and the Contracts Act. The ETA amendments will enable the creation and use of electronic bills of lading that are legally equivalent to paper bills of lading. Singapore has been encouraging the adoption of electronic bills of lading and has conducted technical trials through the Trade Trust digital utility as they realised that adopting this

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<sup>1</sup> Section 67A of the Law amending the Myanmar Evidence Act, 2015

<sup>2</sup> Section 19 of the Electronic Transactions Law (2014).

<sup>3</sup> Senekal, J. (2010). The electronic bill of lading: A legal perceptiveness; <http://hdl.handle.net/10394/4995>

globally harmonized framework will enable the creation and use of ETRs under the law and allow alignment with Singapore's trading partners, benefitting both domestic and international industry players across the shipping, finance and legal sectors.<sup>1</sup>

The others adopted the legislation in 2021 in Bahrain, Belize, Kiribati, Papua New Guinea, Paraguay, Singapore, and Abu Dhabi Global Market (U.A.E). Therefore, the MLETR has not been implemented by a significant number of the world's top trading nations. It is challenging for the Model Law to be adopted because it just serves as an enabling vehicle and ignores regulatory issues that belong in the purview of each individual nation.

**The CMI Rules for Electronic Bill of Lading:** The Comité Maritime International (CMI) adopted the rules for electronic bills of lading in 1990. The CMI Rules are optional, and they only take effect if both parties to a carriage contract agree to them. The Rules then take effect as part of the contract. They allow for the use of electronic messages as bills of lading in a private registration system.

A transfer of the Right of Control and Transfer shall be effected:

- (i) by notification of the current Holder to the carrier of its intention to transfer its Right of Control and Transfer to a proposed new Holder, and
- (ii) confirmation by the carrier of such notification message, whereupon
- (iii) the carrier shall transmit the information as referred to in article 4 (except for the Private Key) to the proposed new Holder, where after
- (iv) the proposed new Holder shall advise the carrier of its acceptance of the Right of Control and Transfer, whereupon
- (v) the carrier shall cancel the current Private Key and issue a new Private Key to the new holder.<sup>2</sup>

Under the CMI, the Private Key, unlike the paper bill of lading, is unique to each successive holder and is not transferable, as only 'the carrier' is authorized to issue it. This method of negotiation breaks with tradition in that it requires the participation of the carrier. In other words, the carrier acts as a registrar and is involved in the transfer process every time a bill is negotiated<sup>3</sup>.

The CMI Rules state that the result of the legal requirements of the writing and signature in Article 11 of the CMI Rules.

The carrier and the shipper and all subsequent parties utilizing these procedures agree that any national or local law, custom, or practice requiring the Contract of Carriage to be evidenced in writing and signed, is satisfied by the transmitted and confirmed electronic data residing on computer data storage media displayable in human language on a video screen or as printed out by a computer. In agreeing to adopt these Rules, the parties shall be taken to have agreed not to raise the defence that this contract is not in writing.<sup>4</sup>

<sup>1</sup> <https://www.shippingandfreightresource.com/electronic-bill-of-lading-are-you-and-your-country-ready-for-it-part-2/>

<sup>2</sup> Article 7 (b) of the CMI Rules for Electronic Bills of Lading

<sup>3</sup> Abdul Ghafur Hamid @ Khin Maung Sein, (2004) "The Legal Implications of Electronic Bills of Lading: How Imminent is the Demise of Paper Documents? The Journal of the Malaysian Bar, Vol. 33, No 3, p 11.

<sup>4</sup> Article 11 of the CMI Rules for Electronic Bills of Lading.



Currently, the CMI Rules are a helpful set of regulations that provide a legal framework for the use of computerized bills of lading.

**Challenges in using the Electronic Bills of Lading:** The electronic bills of lading should be the legal and functional equivalent of a paper bill of lading. The electronic bills of lading must digitize the core functions of a paper bill of lading, namely its legal acceptance as a receipt, as evidence of or containing the contract of carriage, and as a document of title.<sup>1</sup>

The main use of a bill of lading is its ability to act as a title to the goods which are represented in the bill which allows a holder of the bill to transfer the title to the goods represented in the bill to another party by a simple endorsement. This negotiability of the bill of lading allows a holder to receive the cargo upon its presentment to the master, to transfer it to a third party and use the bill of lading as collateral to obtain credit and other monetary facilities from banks. An electronic bill of lading, if successfully implemented and widely accepted, would have to match up to the functional equivalence of the paper-based bill of lading.<sup>2</sup>

The electronic bill of lading should be able to establish the right of its holder to take up possession of the goods with its presentation. It should be able to transfer the rights and duties under the contract of carriage and should also allow for the transfer of the title to the goods represented in the bill. Further, it should also be capable of providing the legal recourse to carriers that would protect them from liability when they deliver the goods upon

the presentment of the bill of lading while also protecting their right of refusing to do so when no bill of lading is presented.<sup>3</sup>

The main problem is hacking which is one of the riskiest problems that the electronic bill of lading is facing. From one point of view, electronic widespread communication is untrustworthy and able to encompass fraud. Taking into consideration the sensitive nature of the bill of lading as evidence of title, with many important issues such as the passing of property depending on it, it is difficult to imagine the dangers posed by an unreliable electronic bill of lading and its impacts.<sup>4</sup>

Another point is that for an electronic bill of lading to be used legally and securely, it must be acknowledged by the courts as a document. In many jurisdictions, electronic documents face challenges related to the writing component that is required in all legal documents internationally.

Myanmar is a member of the International Maritime Organization (IMO) and has ratified international conventions in the maritime field. Myanmar has ratified The Hague Rules. In 2014, Myanmar Multimodal Transport Law was enacted by Pyidaungsu Hluttaw. Myanmar has created

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<sup>1</sup> Florian Kuester, (2017) 'Electronic Bill of Lading – How is paperless trade possible?' (Combined Transport Magazine, <https://combined-transport.eu/electronic-billof-lading>> accessed 20 May 2020

<sup>2</sup> K.A.A.N.Thilakarathne and Major H.S.D.Mendis (2020) "Using an Electronic Bill of Lading as a document of title: Prospects and Challenges", The Bar Association Law Journal, Vol. 25.

<sup>3</sup> P. Todd, (2019) 'Electronic bills of lading, blockchains and smart contracts', international Journal of Law and Technology.

<sup>4</sup> Kamal Alawamleh, Traditional Bills of Lading V. Electronic Bills of lading: Pros and cons and the way forward, Proceedings of 64th The IRES International Conference, Oxford, United Kingdom, 19th-20th March 2017, ISBN: 978-93-86291-88-2, [http://www.worldresearchlibrary.org/up\\_proc/pdf/711\\_149128316801-03.pdf](http://www.worldresearchlibrary.org/up_proc/pdf/711_149128316801-03.pdf)

and implemented laws to establish legal foundations for e-commerce trade, including Electronic Transaction Law 2004, Telecommunications Law 2013 and etc. Some of the provisions of the Electronic Transaction Law are legal recognition of electronic signatures. Myanmar is concerned with e-commerce, there is no plan to develop e-commerce associated with international trade. There are no regulations for electronic transport documents especially electronic bills of lading.

### **Conclusion**

In the shipping industry, there have been a large number of parties. Banks from different countries, insurance companies, carriers, and forwarders can involve in the contract of carriage. It is particularly challenging to design a comprehensive electronic bill of lading because each of the parties may have a documentary requirement. At the international level, the UNCITRAL Model Law on Electronic Commerce and CMI rules for electronic bills of lading solve the difficulties of the authentication and signature requirements and the evidential value and admissibility of electronic documents. These instruments recognized electronic bills of lading are equivalent to the paper bill of lading. It needs to, particular attention to UNCITRAL's future work to develop a legal foundation in the field of electronic transfer rights and to successfully address the legal issues left by existing national laws and international agreements in the international carriage of goods by sea.

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## **Online Resources**

<https://www.shippingandfreightresource.com/electronic-bill-of-lading-are-you-and-your-country-ready-for-it-part-2/>