International Comparative Legal Guides

Shipping Law 2026

A practical cross-border resource to inform legal minds

14th Edition

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Venezuela


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1 Marine Casualty

1.1 In the event of a collision, grounding or other major casualty, what are the key provisions that will impact upon the liability and response of interested parties? In particular, the relevant law / conventions in force in relation to:

(i) Collision

Rules related to collision can be found in Title VI of the Law on Maritime Commerce (LMC), published in Official Gazette No. 38,351 dated 6 January 2006 and based on the 1910 Convention for the Unification of Certain Rules of Law with respect to Collisions between Vessels. "Collision" is defined by domestic legislation as the violent material contact between two or more vessels, navigating or capable of navigation in aquatic spaces. As prescribed by the Convention, Art. 328 of the LMC states that the collision rules extend to reparation of damages caused by a vessel to another vessel or vessels, or to the property or persons that might be on board these vessels, even if a collision has not actually taken place and these damages are caused by the execution or non-execution of a manoeuvring or by the non-observance of law. Legal actions for the recovery of damages arising from a collision must be brought within two years of the date of the casualty. In the case of joint liability among the vessels, or among the parties in a convoy, the time bar for legal actions to exercise the right of recourse by reason of sums paid in excess of those that are payable is one year from the date of payment.

(ii) Pollution

Venezuela is a signatory to the 1969 International Convention on Civil Liability for Oil Pollution Damage, as amended in 1976 and 1984, published in Official Extraordinary Gazette No. 4,340 dated 28 November 1991, as well as the 1992 Protocol published in Official Gazette No. 36,457 dated 20 May 1998, and so liability of shipowners for oil pollution is governed by said provisions. Consequently, shipowners are strictly liable for damages resulting from an oil spill, unless such damage has been caused by the events referred to in the Convention. Shipowners, however, are entitled to limit liability in accordance with the Convention, following the procedural rules prescribed by the LMC (Art. 74).

(iii) Salvage / general average

The main provisions of the 1989 International Convention on Salvage are incorporated within domestic legislation, enacted in the LMC. A salvage operation means any act or activity undertaken to assist a vessel or any other property in danger in navigable waters or in any other waters whatsoever (Art. 336). Salvage operations that have had a positive result must give rise to the right to a reward. Unless otherwise agreed, if the salvage operations have not had a positive result, no payment is due. Insofar as the criteria for fixing the reward, domestic provisions follow Art. 13 of the Convention.

Any action relating to payment under domestic provisions must be time-barred within a period of two years from the day on which the salvage operations are terminated. The person against whom a claim is made may at any time during the running of the limitation period interrupt it by means of a declaration to the claimant, although interruption is permitted only once.

On the other hand, general average is also governed by the provisions of the LMC according to which the acts and contributions will be subject to the agreements between the parties, or in any case to the rules and international practices if they are more recent; however, for the purposes of qualification, liquidation and distribution, the parties may freely agree on the application of national or international rules, uses or practices. It follows that the York-Antwerp Rules are admitted (Art. 368).

In the case of declaration of general average, the consignee that must contribute to its payment must sign, before receiving the cargo, a general average compromise, making a deposit in cash or submitting a guarantee to the satisfaction of the carrier, actual carrier or their representative to guarantee the payment of the respective contribution, or to guarantee the consignee the reserves he may consider appropriate. In the absence of a deposit or guarantee, the carrier, actual carrier or their representative may request the embargo of the cargo pursuant to a sea protest filed with the authority (Art. 371).

With regard to a time limit, as prescribed by Art. 369, in cases where a general average compromise is not signed, any party alleging a legitimate interest in the voyage may exercise an action in order to obtain payment of respective contributions within a period of one year from the time of the occurrence of the event. On the other hand, in cases where a general average compromise has been signed, liquidation will commence. In case of disagreement or non-compliance with what has been decided in the liquidation, the parties may refer to the judiciary, in which case the matter will be decided according to the Brief Procedure as stated in the Civil Procedure Code. This action will be decided on within two years from the manifestation of disagreement or the verification of non-compliance, whichever occurs first (Art. 370).

(iv) Wreck removal

This matter is covered by Art. 92 of the Law on Merchant Marine and Related Activities (LMMRA), of which the last amendment was published in Official Extraordinary Gazette No. 6,153 of 18 November 2014. Thus, the obstruction of a navigation channel due to grounding of a vessel, collision of two or more ships, collision between a ship and a fixed object, or sinking of a vessel as a result of the former, among other causes, will impose upon the shipowner the following obligations: notification of the incident to the Port Captaincy; marking the place where the danger to navigation is (such mark should be appropriate and maintained); surveillance of the area and ensuring that other ships are warned of the danger in the area in case the wreck has not been located; removal of the vessel and its remains expeditiously and diligently, in the period agreed by the aquatic authority and the shipowner or his representative – in the event no agreement is reached, the aquatic authority will set such time period; and reimbursement of expenses incurred by a third party for the marking of danger, surveillance of the area and removal of the wreck.

(v) Limitation of liability

The LMC has incorporated the provisions of the 1976 Convention on Limitation of Liability for Maritime Claims. Consequently, in Art. 41, the right for shipowners to contractually limit liability is recognised. Unless prohibited by law, shipowners may limit liability in the same manner as listed in Art. 2 of the Convention.

Limitation figures strictly follow the general limits prescribed by Art. 6 of the Convention, including those for loss of life or personal injury to passengers of a ship. Insurers of claims subject to limitation must be entitled to limit liability pursuant to these legal provisions, in the same way as is assured under Art. 49.

(vi) The limitation fund

According to Art. 52 of the LMC, shipowners, charterers, insurers, salvers and, in general, any person who considers that they have a right to limit their responsibility may appear before the maritime court and request to start a proceeding to constitute the limitation fund, verify and liquidate the credits and distribute them in the form and terms prescribed by law. Said request for limitation and constitution of the fund may be asked for at any stage of the court proceedings.

The petition for opening the limitation procedure must indicate the fact giving rise to the damages for which the request is made, the maximum amount of the limitation fund calculated according to law, a list of the creditors known by the petitioner with indication of their domiciles, a definite or provisional amount of their credit and its nature and all the documents that justify the calculation of the amount of the fund.

Pursuant to Art. 56, after examining whether the amount of the limitation fund calculated by the petitioner is correct, the court will declare the limitation procedure initiated and will also appoint a liquidator. The court will pronounce upon the modes offered for the fund ordering its constitution; it will also set up the amount that the petitioner must submit to the court to guarantee the costs of the procedure, calculated in a provisional way, so that it includes the value of the necessary studies and payment of the liquidator, fixed by the court's previous agreement with the petitioner, which must not be higher than 10% of the value of the fund. The fund will only be constituted in cash, in financial instruments or in securities issued or guaranteed by the Republic. Once the limitation fund is constituted, any ship or other property of the petitioner in connection to credits to which the limitation of liability is invoked will be suspended.

As required by Art. 61, all existing claims, actions or procedures or those that may be eventually instituted against the petitioner, in respect of which he may limit his responsibility, will be accumulated to the procedure for limitation.

Following the order of the court for the constitution of the limitation fund, the creditors will be notified within the following 30 days and be able to oppose the limitation of liability. In the meantime, the liquidator will submit the list of creditors with the right to participate in the distribution of the fund, to be effected within 30 days after publication of the list, based on the rules on the privileges prescribed by law. Any credits whose opposition has not been resolved will be subject to the reserves made by the liquidator, who will proceed to distributing the rest of the fund.

1.2 Which authority investigates maritime casualties in your jurisdiction?

The authority vested with broader powers for the investigation of casualties is the National Institute of Aquatic Spaces (INEA) and the Port Captaincies as its local branches.

1.3 What are the authorities' powers of investigation / casualty response in the event of a collision, grounding or other major casualty?

In case of casualties, the Master, through his agent, is obliged to make formal notification of the incident to the Port Captaincy within 24 hours, as prescribed by Art. 87 of the LMMRA. Although the aquatic authority has the obligation to notify the casualty to other competent authorities that may have interest in the incident, the investigation in the maritime field will be carried out by the Port Captaincy, which, in case of a casualty, will appoint an Investigation Committee in charge of preparing a formal report.

2 Cargo Claims

2.1 What are the international conventions and national laws relevant to marine cargo claims?

When dealing with the provisions for the carriage of goods by water, contained in Chapter III, Title V, the LMC adopts a mixed regime (i.e. Hague-Visby/Hamburg Rules) for its regulation. Art. 199 makes it clear that these provisions must apply whatever the nationality of the ship, carrier, actual carrier, shipper, consignee or any other interested person might be. Nevertheless, according to Art. 201, these provisions do not apply to charterparties, unless a bill of lading is issued pursuant to a charterparty and it governs the relationship between the carrier and the holder of the bill of lading (which is not the charterer). It follows that any shipment to or from Venezuela under liner traffic will be subject to the provisions of Chapter III in terms of the liability regime, exoneration and limitation of liability, time bar, etc., irrespective of the nationality of the ship.

Insofar as the period of responsibility is concerned, Art. 202 states that it covers the period during which the goods are under the custody of the carrier at the port of loading, during the actual carriage, and at the port of discharge. Goods are deemed to be under the custody of the carrier from the moment he receives the goods from the shipper or the person acting on his behalf, or from any other competent authority through a document issued to such effect, until that time when he has delivered the goods: (1) to the consignee – in cases when the consignee does not receive the goods from the carrier, the carrier must make them available to the consignee pursuant to contract, law or common commercial practice at the port of discharge; or (2) to an authority or a third party to whom goods must be delivered, pursuant to contract, law or common commercial practice at the port of discharge (Art. 203).

2.2 What are the key principles applicable to cargo claims brought against the carrier?

The carrier will be able to exonerate and limit liability in certain cases. The events giving rise to exoneration from liability are found in Art. 206, matching the content of Art. 4 of the Hague-Visby Rules.

Limitation of liability is found in Art. 211 of the LMC, according to which the liability of the carrier or the ship in respect of losses or damage to goods must in no case exceed the limit of 666.67 units of account per package or per any other unit of cargo transported, or 2.50 units of account per kilogram of gross weight of goods lost or damaged, whichever is higher, unless the shipper has declared before shipment the nature and value of the merchandise and such declaration has been incorporated into the bill of lading and has not been an administrative imposition on the country of loading or discharge. Liability of the carrier for delay in delivery shall be limited in similar terms to those set out in the Hamburg Rules. The loss of the right to limit liability is regulated by Art. 218 stating that the carrier, his employees, agents and port operators nominated by the carrier may not invoke the limitation of liability, as provided in Chapter III, if it is proved that the loss, damage or delay in delivery resulted from an act or omission with the intent to cause such loss, damage or delay or gross negligence.

2.3 In what circumstances may the carrier establish claims against the shipper relating to misdeclaration of cargo?In light of the LMC, the shipper, its servant or agent are not liable for losses sustained by the carrier or the actual carrier, or for damage sustained by the ship, unless such loss or damage was caused by their fault (Art. 229).

As required by Art. 230, if the goods are dangerous, the shipper must mark or label the goods as such in a suitable manner. Where the shipper hands over dangerous goods to the carrier or an actual carrier, as the case may be, he must inform him of the dangerous nature of the goods and, if necessary, of the precautions to be taken. If the shipper fails to do so and such carrier or actual carrier does not otherwise have knowledge of their dangerous nature, then the shipper is liable to the carrier and any actual carrier for the loss resulting from the shipment of such goods, and the goods may at any time be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation.

2.4 How do time limits operate in relation to maritime cargo claims in your jurisdiction?

As per Art. 253 of the LMC, all actions derived from the contract of carriage of goods by water lapse after one year from the date of delivery of the merchandise by carrier to the consignee, or the date when the merchandise should have been delivered.

3 Passenger Claims

3.1 What are the key provisions applicable to the resolution of maritime passenger claims?

Key provisions are contained in Title V, Chapter V of the LMC. Indemnity paid by the carrier in cases of death or personal injury to a passenger must not exceed the amount of 46,666 special drawing rights (Art. 298). The limits of liability both for contractual and non-contractual liability of the carrier in respect of loss or damages suffered by the luggage must not exceed the following limits: (1) per item of cabin luggage, 833 special drawing rights per passenger, per voyage; (2) per vehicle, including luggage being carried inside the vehicle or on top of it, 3,333 special drawing rights per vehicle, per voyage; and (3) per item of luggage, different from that mentioned above, 1,200 special drawing rights per passenger, per voyage. Contractual and non-contractual liability of the carriers in cases covered by Arts 286 and 288 of the LMC shall not exceed 3,000 special drawing rights per passenger.

3.2 What are the international conventions and national laws relevant to passenger claims?

Although the country is not a signatory, the LMC has incorporated the provisions of the Athens Convention in its Chapter V governing the contract for carriage of passengers.

3.3 How do time limits operate in relation to passenger claims in your jurisdiction?

A time bar is set up by Art. 308, under which the right to exercise any action for damages due to death or personal injury or for the loss or damage to luggage or to cabin luggage must expire after two years have elapsed: (1) in case of personal injury, from the date when passengers disembarked; (2) in case of death or disappearance of the passenger occurring during the carriage, from the date that the passenger should have disembarked; (3) in case of personal injury occurring during the carriage, which becomes the cause of death after the passenger disembarks, from the date of death, as long as this lapse does not exceed three years from the date passengers disembarked; and (4) in case loss or damages occurred to the luggage or cabin luggage, from the date of disembarking or from the date when disembarkation should have occurred, if this is a later date.

4 Arrest and Security

4.1 What are the options available to a party seeking to obtain security for a maritime claim against a vessel owner and the applicable procedure?

Provisions related to the arrest of ships in Venezuela have significantly improved with the enactment of the LMC, to a

great extent incorporating the 1999 International Convention of Arrest of Ships. Art. 93 contains the list of maritime claims giving rise to the arrest of a ship, similar to the one prescribed by the Convention.

The governing provisions allow the arrest of the ship in respect of which the maritime claim arose, as well as the arrest of a sister ship. As per Art. 97 of the LMC, the court must grant the arrest for a maritime claim when this is founded in a public document or a private one recognised by the other party, accepted invoices, charterparties, bills of lading or any other document proving the existence of said maritime claim; otherwise, the court as a condition to granting the arrest of the ship may request from the claimant the submission of a guarantee in the amount and subject to the conditions determined by the court.

4.2 Is it possible for a bunker supplier (whether physical and/or contractual) to arrest a vessel for a claim relating to bunkers supplied by them to that vessel?

Bunker supply is within the list of maritime claims as prescribed by Art. 93 of the LMC, and so gives rise to an arrest. It follows that the claimant may request from the maritime court a precautionary measure of prohibition from sailing. The court should agree on the petition without mayor formality, provided antecedents are submitted from which it can be inferred that a presumption of the right is claimed. If these antecedents are not sufficient, the court may request a guarantee to decree this precautionary measure.

4.3 Is it possible to arrest a vessel for claims arising from contracts for the sale and purchase of a ship?

Among the list of maritime claims listed in Art. 93 of the LMC, giving rise to an arrest is also included, as well as any dispute resulting from sale and purchase contracts.

4.4 Where security is sought from a party other than the vessel owner (or demise charterer) for a maritime claim, including exercise of liens over cargo, what options are available?

Following a ruling by the Supreme Court of Justice in 2004, it has been held that the arrest or preventive embargo should only proceed in the event of maritime claims as listed by law. In case of credits different from those regarded as maritime claims, a "prohibition from sailing" is available pursuant to the rules of the Civil Procedure Code.

Based on Art. 259 of the LMC, in order to guarantee the payment of freight, use of containers, demurrage, contribution to general average and signature of the bond, the carrier, through an order of the maritime court, may place the goods in the hands of a third party (warehouse), provided the carrier guarantees the corresponding fiscal credit and that, in the absence of anyone claiming the goods, they will be taken to court auction.

4.5 In relation to maritime claims, what form of security is acceptable; for example, bank guarantee, P&I letter of undertaking?

As per Art. 98 of the LMC, the defendant may oppose the arrest or request that it be lifted if, in the opinion of the court, sufficient security has been provided, save in cases in which a ship has been arrested in respect of any of the maritime claims related to ownership or co-owner disputes. Usually, this guarantee may take the shape of a bank guarantee or bond equivalent to 30% of the claim amount as the maximum legal costs, plus double the said claim amount. A letter of undertaking issued by a reputable Protection and Indemnity (P&I) Club can only be used if acceptable by claimants.

4.6 Is it standard procedure for the court to order the provision of counter security where an arrest is granted?

In some cases and pursuant to Art. 97 of the LMC, the court, as a condition to grant the arrest of the ship, may request from the claimant the submission of a guarantee in the amount and subject to the conditions determined by the former for the claimant to answer for the damages that may be caused as a consequence of the arrest. Again, this guarantee may take the shape of a bank guarantee or bond equivalent to 30% of the claim amount as the maximum legal costs, plus double the said claim amount.

4.7 How are maritime assets preserved during a period of arrest?

There are no specific applicable rules in the case of a precautionary measure preventing the ship from sailing, so preservation steps (if any) must be discussed with the court. Nevertheless, in the case of an embargo as such, and as per procedural rules, a court-appointed bailee is named for the custody of the asset.

4.8 What is the test for wrongful arrest of a vessel? What remedies are available to a vessel owner who suffers financial or other loss as a result of a wrongful arrest of his vessel?

Eventual damages for wrongful arrest are prescribed by Art. 99 of the LMC, according to which the court that grants the arrest of a ship will be competent to determine the extent of liability of the claimant for any loss that may be incurred by the defendant as a result of the arrest in consequence of: (a) the arrest having been wrongful or unjustified; or (b) excessive security having been demanded and provided.

4.9 When is it possible to apply for judicial sale of a ship and what is the procedure for judicial sale?

Art. 106 of the LMC states that after 30 continuous days following the arrest of the ship of the shipowner not attending proceedings, the court at the request of the claimant may order the anticipated auction of the ship, subject to the claimant submitting sufficient guarantee, provided the claim exceeds 20% of the value of the ship and it is exposed to ruin, obsolescence or deterioration. Mortgagees and holders of maritime privileges may also request the forced sale of the ship. In all cases, the court will arrange the sale subject to publication in the national press of a notice of auction, with an indication of the parties involved, a description of the ship, the estimated price, the time and date of the sale and identification of the port where the ship is located. In the case of a forced sale or execution, the court will notify the competent authorities of the flag state, owners, beneficiaries of mortgages and holders of maritime privileges.

5 Evidence

5.1 What steps can be taken (and when) to preserve or obtain access to evidence in relation to maritime claims including any available procedures for the preservation of physical evidence, examination of witnesses or pre-action disclosure?

As permitted by Art. 16 of the Law on Maritime Procedure (LMP), published in Official Extraordinary Gazette No. 5,554 dated 13 November 2001, even before the claim is brought, any interested party may request a judicial inspection from the court in order to certify the state of persons, things, sites, or documents. This is also established by the provisions of the Civil Procedure Code. To achieve this, persons to whom such proof will be opposed must be summoned in advance, except in cases where, by reason of urgency, this is not possible, and in such cases those persons will be assigned a court-appointed defence counsel who will attend to the inspection.

5.2 What are the general disclosure obligations in court proceedings? What are the disclosure obligations of parties to maritime disputes in court proceedings?

Maritime procedural rules incorporate so-called "discovery". As per Art. 9 of the LMP, after answering the claim, and once precedent matters presented by the defendant have been amended or decided, any of the parties may request, within a period of five days, that the court orders the other party: (1) to exhibit documents, records or registers under the other party's control or custody related to the subject claim, or to allow for these documents, records or registers to be reproduced by any means; and (2) to allow access to a ship, pier, dry dock, warehouse, facility or port area, in order to perform an inspection of ships, merchandise or any other object or document, or in order to measure, photograph or reproduce them. As per Art. 10, the judge must request the required parties to exhibit documents, records or registers, and allow access to the ship, pier or other area, requiring compliance with court orders within a period of 20 court days following the issuance date of the order. This period may be extended pursuant to an agreement by the parties or because of a justified cause, as decided by the court. Within the first five days of said period, the requested party may oppose all or part of the contents of the order, alleging illegality, impertinence, or reason of public order. The judge must resolve any allegations within a period of no more than three court days. Opposition must suspend the term of compliance. When opposition is decided upon, the period must continue in respect of the initial elements requested and admitted.

5.3 How is the electronic discovery and preservation of evidence dealt with?

Art. 7 of the LMC states that data, telex and telefax messages related to the matters governed by that legislation will have the same effectiveness and legal value that the law grants to written documents, and its promotion, control, contradiction and evacuation as a means of proof will be carried out in accordance with the provisions for free evidence prescribed by the Civil Procedure Code. Furthermore, according to the Law on Data Messages and Electronic Signatures enacted in 2001, electronic messages will have the same legal effect as a written document, and printed messages received through electronic means will have the same effect as a photocopy.

Pursuant to the provisions of the former, a "Data Message" is defined in Art. 2 as all intelligible information in electronic or similar format that can be stored or exchanged by any means. As per Art. 4, evidence by way of a "Data Message" would have the same probatory effectiveness as written documents and, as evidence, its promotion, control, contradiction and evacuation in the proceedings will be carried out pursuant to the free evidence rules established by Art. 395 of the Civil Procedure Code, according to which the parties in the proceedings could make use of any other means of proof not expressly prohibited by law and that they consider conducive to the demonstration of their claims, in which case the evidence will be assessed by applying the provisions relating to similar means of evidence contemplated in the Civil Code, and failing that, in the manner indicated by the judge. The Supreme Court of Justice has also developed jurisprudence related to the matter – for example, in the case of the treatment of emails as electronic evidence – and so its Civil Cassation Chamber (Sentence No. RC.000212 dated 12 July 2022), referring to emails, has ruled that, in accordance with the content of the aforementioned regulations, data messages will have the same value as documentary evidence. It further noted that, in cases in which said messages are reproduced and incorporated into the file in printed format, they will have the same value as photostatic evidence. The submission of electronic evidence is usually made through the submission of a CD or any other storage device, although it is also possible to submit a printed version of email exchanges, text messages, etc.

6 Procedure

6.1 Describe the typical procedure and timescale applicable to maritime claims conducted through: i) national courts (including any specialised maritime or commercial courts); ii) arbitration (including specialist arbitral bodies); and iii) mediation / alternative dispute resolution (ADR).

6.1.1 Which national courts deal with maritime claims?
Claims are litigated in the courts with maritime jurisdiction and governed by the procedural rules introduced with the enactment of the LMP, the main features of which are now oral proceedings and abbreviation. Ordinary procedure before the First Instance Maritime Court, in general terms, is as follows: the claim will be brought in a written manner, attaching any documentary proof and the names of the witnesses who will be participating in the oral hearing; and the answer to the claim or submission of precedent matters will take place within the following 20 court days as from the date the writ has been served. The plaintiff is allowed to amend the claim and the defendant may amend the answer to the claim; in any case, after the claim is amended or once the answer to the claim is put into effect, the court will schedule any of the following five court days for the preliminary oral hearing. At any opportunity prior to the oral hearing, the parties may promote any witness, judicial inspection, expertise or recognition, as long as they justify the urgency for such procedure by virtue of the imminent danger or disappearance of evidence. Under this supposition, the judge must schedule a time that may not be in less than two court days, and the other party must be notified in advance. After the initial steps have been complied with, the court will schedule any of the following 30 calendar days for the oral hearing to take place, and the hearing may be extended by another day or couple of days to complete the matter, in which case the judge will proceed to giving judgment. Appeals are heard by the Superior Maritime Court and, lastly, cassation (if any) is heard by the Supreme Court of Justice.

6.1.2 Which specialist arbitral bodies deal with maritime disputes in your jurisdiction?
The Centre for Commercial Conciliation and Arbitration (CEDCA) and the Chamber of Commerce, Industry and Services of Caracas through its Arbitration Centre both have proven experience in arbitration.

6.1.3 Which specialist ADR bodies deal with maritime mediation in your jurisdiction?
The same as above.

6.2 What are the principal advantages of using the national courts, arbitral institutions and other ADR bodies in your jurisdiction?

Financial considerations and local understanding of particular realities and practices could be important factors to be taken into account.

6.3 Highlight any notable pros and cons related to your jurisdiction that any potential party should bear in mind.

Generally speaking, maritime proceedings develop smoothly. The LMP allows the use of an electronic Power of Attorney (POA). For the purposes of submittal and admission of a lawsuit or any other petition, representation of the plaintiff may be proven by written or electronic means, provided it is accompanied by a guarantee; however, this must be later replaced by a formally granted POA. All supporting documentation must be submitted in original, duly notarised form with the Apostille formalities as per the 1961 Hague Convention and translated into Spanish by a public interpreter.

7 Foreign Judgments and Awards

7.1 Summarise the key provisions and applicable procedures affecting the recognition and enforcement of foreign judgments.

The Civil Procedure Code contains the provisions for the execution of foreign judgments and provides that, in any case, the *exequatur* of the Supreme Court of Justice is required for its enforcement; however, such *exequatur* may be denied in the cases specified in the procedural rules.

7.2 Summarise the key provisions and applicable procedures affecting the recognition and enforcement of arbitration awards.

Venezuela is a signatory to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, published in Official Extraordinary Gazette No. 4,284 dated 29 December 1994. Therefore, foreign arbitration awards are enforceable, provided the requisites of Art. IV of the Convention are met, in which case the execution will follow the rules prescribed by the Civil Procedure Code for the compulsory execution of sentences. In addition to the domestic application of the New York Convention, Venezuela has also enacted the Law for Commercial Arbitration published in Official Extraordinary Gazette No. 36,430 dated 7 April 1998, based on the UNCITRAL Model Law on International Commercial Arbitration, whose Art. 48 prescribes that the final arbitration award, wherever it is issued, must be recognised by ordinary justice as entailing and non-appealable and, on presentation of a written petition to the competent Court of First Instance, must be executed obligatorily by such court with no requirement of an *exequatur*.

8 Offshore Wind and Renewable Energy

8.1 What is the attitude of your jurisdiction concerning the maritime aspects of offshore wind or other renewable energy initiatives? For example, does your jurisdiction have any public funding programme for vessels used in offshore wind? Summarise any notable legislative developments.

There are no specific applicable provisions nor a funding programme.

8.2 Do the cabotage laws of your jurisdiction impact offshore wind farm construction?

Such laws do not have impact on offshore wind farm construction.

9 Updates and Developments

9.1 Describe any other issues not considered above that may be worthy of note, together with any current trends or likely future developments that may be of interest.

Substantial developments have occurred in Venezuela following the aftermath of the 3 January 2026 U.S. air strikes, the removal of President Nicolás Maduro, the consolidation of the interim government led by Acting President Delcy Rodríguez and the approval by the National Assembly of a new Hydrocarbons Law on 29 January 2026.

For the first time in almost 50 years, private companies, whether domestic or foreign, are permitted to engage directly in exploration, production, transportation, storage and commercialisation of hydrocarbons without being required to operate through mixed companies with Petróleos de Venezuela, S.A., effectively dismantling the State's exclusive operational control and introducing a contractual framework under which private operators may obtain access to hydrocarbon areas through agreements with the State, receive remuneration in the form of a share of production, and utilise existing infrastructure and facilities in accordance with terms set by the Executive Branch.

On the other hand, the U.S. Department of the Treasury, through its Office of Foreign Assets Control (OFAC), has reviewed or lifted an important number of sanctions allowing private investment, reintroducing Venezuela back into the international banking system.

For instance, General License No. 46 (GL 46) now authorises all transactions involving Venezuelan-origin oil prohibited by the Venezuela Sanctions Regulations, which are ordinarily present and necessary to the lifting, exportation, re-exportation, sale, resale, supply, storage, marketing, purchase, delivery, or transportation of Venezuelan-origin oil, including the refining of such oil, by an established U.S. entity provided that such entity is not owned or controlled, directly or indirectly, by or in a joint venture with a person located in or organised under the laws of the People's Republic of China,

the Russian Federation, the Islamic Republic of Iran, the Democratic Peoples' Republic of Korea, or the Republic of Cuba. GL 46, unlike earlier licences related to the oil sector, explicitly authorises activities connected with maritime transport and logistics. These authorised activities include the chartering of vessels, the organisation of shipping and logistics services, the procurement of marine insurance and P&I cover, and the arrangement of port and terminal services, including services provided by Venezuelan port authorities or terminal operators. OFAC also issued General License No. 30B (GL 30B) on 10 February 2026, replacing and superseding General License No. 30A (authorising certain transactions necessary to port and airport operation), removing the prohibition on the exportation or re-exportation of diluents to Venezuela. It is worth noting that the original GL 30 was issued on 5 August 2019 within the framework of Executive Order 13884, which blocked property of the Venezuelan government. Its practical purpose was to avoid the paralysis of essential maritime and aviation infrastructure by authorising transactions and activities ordinarily present and necessary to the operation or use of Venezuelan ports and airports, allowing the flow of humanitarian and commercial goods. In essence, GL 30 created an operational carve-out aimed at maintaining minimum logistical continuity while preserving the core sanctions architecture. GL 30B has been now introduced, marking the current operative framework governing port and airport operations.

There is no doubt that the combined effect of the new Hydrocarbons Law and the new set of General Licenses as issued by OFAC is reshaping the operational environment for Venezuela's oil sector and for international maritime participants, opening the door for new business opportunities and potential investments.



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