
— A PRACTITIONER'S GUIDE · LMAA ARBITRATION

The LMAA *Small Claims* Procedure 2021

Arbitrating maritime and commodity disputes under US\$100,000 — when it applies, how the timetable runs, what it costs, and what realistic remedies a claimant or respondent can expect.

Written for shipowners, charterers, commodity traders, and the P&I claims handlers and counsel who live with their disputes.

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What's in this guide

—	At-a-glance reference card	03
01	When the Small Claims Procedure applies	04
02	Appointing the arbitrator	06
03	Written submissions — word limits & timetable	08
04	Costs: arbitrator's fee and recoverable legal costs	10
05	Hearings and disclosure	13
06	The award	15
07	Appeals and challenges	17
08	When to choose the SCP over LMAA Terms or ICP	19
09	Practical tips for parties and counsel	21
—	About the author	23

LMAA Small Claims Procedure 2021

A one-page summary of the Procedure's key limits, timings and costs. All references are to the LMAA Small Claims Procedure 2021 (effective 1 May 2021). Fees and cost caps are set by the LMAA Committee and updated periodically — always verify the current figures on lmaa.london before committing to a course.

MONETARY THRESHOLD

US\$100,000

Applies separately to the claim and any counterclaim; excludes interest and costs unless parties agree otherwise.

TRIBUNAL

Sole arbitrator

Agreed between parties within 14 days, or appointed by the LMAA President on request.

LETTER OF CLAIM

2,500 words / 14 days

Must be substantive — not a mere assertion of the claim. Filed with relevant supporting documents.

DEFENCE & COUNTERCLAIM

2,500 + 2,500 words

Within 28 days of the letter of claim (or of arbitrator's appointment, whichever is later).

REPLY

1,000 words / 21 days

Claimant's response to the defence. Always 1,000 words — the limit does not change if there is a counterclaim.

DEFENCE TO COUNTERCLAIM

2,500 words / 21 days

Separate letter, served with the reply. Counted independently of the 1,000-word reply so submissions stay equal between the parties.

REPLY TO DEFENCE TO COUNTERCLAIM

1,000 words / 14 days

Respondent's final round. Subject to arbitrator's ruling on whether counterclaim raises independent issues.

ORAL HEARING

Exceptional

Only at arbitrator's direction; limited to one working day (5 hours), time split equally.

DISCLOSURE

None — but producible

No formal disclosure. Arbitrator may order production and draw adverse inferences from non-compliance.

AWARD

~1 month after close

Reasoned, unless parties otherwise agree. Right of appeal to the courts is excluded (see §7).

RECOVERABLE LEGAL COSTS

£6,000 / £7,000

£6,000 standard cap; £7,000 combined where counterclaim exceeds the claim. Effective 31 Mar 2024 — verify on lmaa.london.

ARBITRATOR'S FEE

£5,000

Fixed fee. + £450 LMAA administrative fee where the President is asked to appoint. Covers appointment, interlocutories, one-day hearing if ordered, the award, and costs assessment.

§ 01

When the Small Claims Procedure applies

The LMAA Small Claims Procedure 2021 is a bespoke track for maritime disputes of limited value. It is opt-in: parties must actually agree to it. The standard reference to "LMAA arbitration" in a charterparty does not invoke it.

Opt-in, not default

The LMAA publishes three sets of procedural rules: the **LMAA Terms 2021** (the default set, used for most references), the **Intermediate Claims Procedure 2021**, and the **Small Claims Procedure 2021** (LMAA SCP). A clause that simply says "arbitration in London under LMAA rules" falls within the LMAA Terms 2021 — regardless of the amount in dispute. The Small Claims Procedure applies only where the parties have expressly agreed to it, either in the original contract or by subsequent agreement once a dispute has arisen.

The practical consequence is straightforward. If the parties want the benefit of a fixed fee, strict word limits and a compressed timetable, the arbitration clause has to say so. Standard BIMCO forms and many charterparty precedents do not select the SCP by default.

The US\$100,000 threshold

Where the contract refers the dispute to the SCP but fixes no monetary ceiling, the Procedure applies to disputes in which the claimant's total claims do not exceed **US\$100,000**. The limit applies separately to the claim and to any counterclaim — it is not aggregated. Interest and costs fall outside the threshold unless the parties agree otherwise. Where the contract fixes a different monetary limit, that limit governs.

— IN PRACTICE

A claim for US\$95,000 with a counterclaim of US\$90,000 remains within the SCP — each is measured on its own. A claim for US\$120,000, by contrast, falls outside the SCP unless the parties separately agree otherwise.

Counterclaims that exceed the limit

If the respondent pleads a counterclaim above US\$100,000, either party has **14 days from service of the counterclaim** to demand in writing that both claim and counterclaim be transferred to the LMAA Terms 2021 or the Intermediate Claims Procedure. If such a demand is made and the parties agree, the sole arbitrator retains jurisdiction and may order the transfer. If no demand is made, or the parties do not consent, the reference continues under the SCP.

This is the main escape hatch where a dispute that looks small at the outset grows once the respondent pleads back. Practitioners should watch the 14-day window carefully — miss it, and the dispute is locked into the SCP even if commercial dynamics have changed.

Interruption of time limits

The commencement of an arbitration under the SCP is sufficient to interrupt any contractual or statutory time bar (paragraph 1(c)). Parties facing a looming limitation deadline can safely start an SCP arbitration to preserve their rights and sort out the procedural track later.

§ 02

Appointing the arbitrator

The SCP uses a single arbitrator. The LMAA does not maintain a closed list, and the parties are free to choose from its Full Members or Aspiring Full Members.

Joint appointment

Once a dispute has been referred to the SCP, either party may give notice requiring the other to join in appointing a sole arbitrator. If the parties agree on an arbitrator within **14 days** and the intended arbitrator accepts, the claimant has a further 14 days to remit the Small Claims fee.

Appointment by the President

Where the parties cannot agree within 14 days, either party may apply in writing to the **Honorary Secretary of the LMAA** for appointment by the **President**. The application must be copied to the other party and accompanied by the Small Claims and administrative fees. It should set out a concise explanation of the issues and, where relevant, indicate the kind of expertise the arbitrator should bring (for example, chartering, sale of goods under English law, commodity trade, or particular trades such as dry bulk or tankers). It must not propose specific names.

— DRAFTING TIP

The application to the President is worth treating as a short advocacy document. It is the only communication the President sees before appointing the tribunal. A clear summary of the issues and a realistic indication of the technical expertise needed — e.g. "this is a safe-port claim involving Black Sea navigation" — produces a better-suited arbitrator than a bare letter saying "please appoint".

What the parties cannot do

Parties cannot propose particular individuals in the application to the President, and the President appoints without party input beyond the application. This differs from an LMAA Terms 2021 reference, where each side appoints its own arbitrator. Under the SCP the tribunal is genuinely neutral in composition from the outset.

§ 03

Written submissions — word limits and timetable

The defining feature of the SCP is its word limits. They compel parties to plead their case tightly and, in doing so, drive down cost and time.

The strict timetable

SUBMISSION	WORD LIMIT	DEADLINE FROM
Letter of claim	2,500 words	14 days after arbitrator's confirmation
Letter of defence	2,500 words	28 days from receipt of letter of claim
Letter of counterclaim (if any)	2,500 words	Served with the defence
Letter of reply	1,000 words	21 days from defence
Letter of defence to counterclaim (if any)	2,500 words	21 days, served with the reply
Reply to defence to counterclaim	1,000 words	14 days thereafter
Expert report (if permitted)	2,500 words	As directed by arbitrator
Costs breakdown	500 words	7 days from last substantive submission

Each letter must be in numbered paragraphs, accompanied by paginated supporting documents relevant to the issues. Documents at the reply and further-reply stages are admissible only with the arbitrator's prior approval.

The letter of claim must do the work

The LMAA *Guidelines on Procedure* make clear that the letter of claim is not merely a placeholder. A practice of serving a bare letter that asserts the claim — for example a claim built solely on a hire statement — and then deferring the real explanation to the reply is inappropriate under the SCP. The claimant must set out the nature of the dispute and address the respondent's known objections within the 2,500 words. An insufficiently pleaded claim may be ordered to be re-served, with the defence timetable paused until a compliant version is filed.

— COSTS SANCTION

Where in the arbitrator's opinion costs are increased because a submission was inadequately or excessively pleaded, or was not supported by relevant documents, **any additional costs so caused may be awarded against that party regardless of the outcome of the case**. Sloppy drafting is expensive under the SCP.

Extensions of time

Any extension to a deadline must be applied for **before** it expires. If a deadline is missed, the arbitrator will serve a peremptory notice giving a fixed period (maximum 14 days) to cure. The total of any extension under a peremptory notice and earlier agreed extensions cannot exceed 28 days for the same submission. Late submissions made after the peremptory period are not admissible. For a letter of claim never served, the arbitrator may dismiss the claim on that basis alone.

Counterclaims that trigger an additional fee

Where the respondent advances a counterclaim that exceeds the amount of the claim and the arbitrator retains jurisdiction, an **additional fixed fee** is payable by the respondent within 14 days of service of the defence and counterclaim. Payment is a condition precedent to pursuing that counterclaim. In that event, the claimant's 21-day period for the reply runs only from the arbitrator's receipt of the fee — not from service of the defence.

Close of submissions

Once the final permitted letter has been delivered, the arbitrator may declare submissions closed. Nothing filed after closure is considered. All communications between the parties and the arbitrator may be by letter or e-mail.

§ 04

Costs: arbitrator's fee and recoverable legal costs

Two separate cost heads need to be understood: what the arbitrator is paid, and what the losing party can be ordered to pay toward the winner's legal costs.

The Small Claims fee

The arbitrator is paid a **standard fixed fee** set from time to time by the LMAA Committee. As of the LMAA fees schedule effective **31 March 2024**, that fee is **£5,000**. Where the LMAA President is asked to appoint the arbitrator, an additional non-refundable administrative fee of **£450** is payable to the LMAA on application. The arbitrator's fee covers the appointment, all interlocutory work, one oral hearing if the arbitrator requires one, the writing of the award, and the assessment of costs. It does not cover expenses such as hearing-room hire, which the claimant must pay on demand.

Payment of the Small Claims fee is a condition precedent to the continuance of proceedings. If the claimant does not pay, the reference cannot progress.

Additional fee for large counterclaims

Where the counterclaim exceeds the claim and the arbitrator retains jurisdiction, an additional fixed fee is payable by the respondent. Payment within 14 days of service of the defence and counterclaim is a condition precedent to the respondent's right to pursue the counterclaim.

Jurisdiction challenges

If a jurisdictional challenge arises that the arbitrator must resolve, the arbitrator is entitled to charge for that work on a reasonably appropriate basis. The additional fee is payable in the first instance by the claimant before any award, with ultimate liability determined by the arbitrator.

If the matter settles or the arbitrator withdraws

Where the case is settled amicably, the arbitration is not pursued, or the arbitrator resigns or cannot continue before an award has been written, the arbitrator may retain from the Small Claims fee a sum sufficient to compensate for services already rendered, refunding the balance.

Recoverable legal costs — capped

The SCP caps the legal costs one party can be ordered to pay the other. The arbitrator assesses the amount in his or her discretion, up to a **maximum figure published from time to time by the LMAA Committee**. As of the LMAA fees schedule effective **31 March 2024**, the caps are:

SCENARIO	MAXIMUM RECOVERABLE LEGAL COSTS
Standard reference (claim only, or counterclaim within the SCP limit)	£6,000
Counterclaim exceeding the claim, where the additional arbitrator's fee has been paid	£7,000 combined for claim and counterclaim

These figures are set outside the Procedure itself and are revised periodically by the Committee. The current cap should always be verified on **lmaa.london** before estimating exposure to costs.

The successful party will normally be awarded the Small Claims fee (and any President's appointment fee) on top of the capped legal costs. The overall order on costs always remains in the arbitrator's discretion.

— COST PLANNING

The legal-costs cap is a true ceiling, not a guideline. A party that spends £40,000 on a £60,000 claim recovers at most £6,000 of that — even on a clean win. The SCP is efficient but it is also a rough-justice procedure: the costs regime assumes that both sides will plead tightly, avoid interlocutory skirmishing, and make commercial decisions quickly. Costs strategy under the SCP has to be decided on day one, not at the end.

Costs breakdown — 500 words, 7 days

Within 7 days of the last substantive submission, each party may provide the arbitrator with a breakdown or explanation of its costs, limited to 500 words. Failure to do so allows the arbitrator to proceed as he or she sees fit. Detailed invoices are not ordinarily required: summary figures are usually enough.

§ 05

Hearings and disclosure

Two features of the SCP matter most for controlling cost: hearings are exceptional, and disclosure is not a formal stage.

Hearings

The SCP is, in design, a documents-only procedure. There will be no oral hearing unless the arbitrator — in exceptional circumstances — requires one. Where a hearing is held, it is limited to **one working day of five hours**, with equal time for each side. All communications may be by letter or e-mail; travel to London is rarely required.

Where a party considers an oral hearing truly necessary, that view should be raised *early* — ideally in the letter of claim or defence. Raising the point for the first time at reply stage, or after close of submissions, is unlikely to succeed.

Expert evidence

Expert reports are not admissible as of right. They are received only with the arbitrator's prior permission and subject to directions. Where permitted, a report is limited to 2,500 words. Parties who expect to rely on technical expertise — surveyors, chartering brokers, quality analysts — should raise the point at the earliest opportunity and be prepared to justify why the matter cannot be resolved on the documents and submissions alone.

Disclosure

There is no disclosure stage. Parties are not required to disclose all documents relevant to the dispute, favourable or unfavourable. They attach to their submissions only the documents they wish to rely on.

The arbitrator, however, has teeth. Where in the arbitrator's opinion a party has failed to produce a relevant document, the arbitrator may order its production. "Relevant document" for these purposes includes any document relevant to the dispute, whether favourable or unfavourable to the party holding it (but excluding documents not legally disclosable — for

example, privileged material). Non-compliance exposes the defaulting party to an adverse inference: the arbitrator may proceed on the assumption that the content of the withheld document does not favour the defaulting party's case.

— STRATEGY

The absence of formal disclosure changes how a case is built. The letter of claim or defence should annex every document on which the party intends to rely, because there is no later stage at which further evidence arrives as of right. A party that plans to produce a key document only in reply should assume the arbitrator will refuse permission unless there is good reason.

§ 06

The award

Awards under the SCP are designed to be quick, reasoned, and final.

Timing

The arbitrator will make every effort to publish the award within **one month** of receiving all relevant documents and submissions, or — in the rare case of an oral hearing — from the close of the hearing. This is an "endeavours" obligation rather than a hard deadline, but LMAA practice is that awards do ordinarily issue within that window.

Reasoning

Unless the parties otherwise agree, the award will be reasoned. It will not, however, mirror a High Court judgment: SCP awards are deliberately concise, addressing the issues as the arbitrator has framed them rather than responding exhaustively to every point advanced by counsel.

Correction and clarification

In addition to the statutory power under section 57 of the Arbitration Act 1996 to correct accidental errors, the SCP gives the arbitrator two explicit powers:

- to correct, on his or her own initiative or on a party's application, any accidental mistake, omission or error of calculation in the award; and
- to give, on a party's application, an explanation of a specific point or part of the award.

Any application must be made within **28 days** of the award, unless the arbitrator extends time. Before exercising either power, the arbitrator must give the other party a reasonable opportunity to make representations. A correction or explanation may be made on the original award or in a separate memorandum or supplementary award, and must be effected within 56 days of the original award (or a longer period agreed by the parties).

Finality

Except for the statutory routes discussed in §7, the award is final. The SCP does not build in a right to appeal to the courts on a point of law. Parties that need an appeal path should choose the LMAA Terms 2021 or the Intermediate Claims Procedure instead.

§ 07

Appeals and challenges

Finality is central to the SCP. Parties adopting it are deemed to have waived the section 69 appeal on a point of law. The statutory jurisdiction and serious-irregularity challenges remain, but the threshold is high.

Section 69 appeal is excluded

Paragraph 4 of the Procedure provides that the right of appeal to the courts is excluded. By adopting the SCP, parties are deemed to have agreed to waive all rights of appeal. The exclusion operates as an "agreement of the parties to the contrary" for the purposes of section 69 of the Arbitration Act 1996, so an application for leave to appeal on a point of law is not available.

Sections 67 and 68 remain available

The exclusion does not extend to a challenge to the arbitrator's own jurisdiction. Paragraph 4 expressly preserves rulings on jurisdiction, and the statutory route under section 67 (substantive jurisdiction) and section 68 (serious irregularity) cannot be contracted out of as a matter of English law: both are mandatory under Schedule 1 of the 1996 Act.

As a practical matter, neither section is a meaningful safety valve in most SCP cases. The threshold for a successful section 68 challenge is, in the words of the *DAC Report*, reserved for "extreme" cases where substantial injustice has been caused. The case law confirms how rare success is.

Ducat Maritime v Lavender Shipmanagement — the exception that proves the rule

A rare successful section 68 challenge is Ducat Maritime Ltd v Lavender Shipmanagement Inc [2022] EWHC 766 (Comm), a decision of Butcher J in the Commercial Court. The arbitrator, in calculating the net balance between competing sums, had made what amounted to an

arithmetical error: he added a figure of US\$37,831.83 to the owners' recovery when the correct approach on his own findings was to deduct it. The court held that the error met the section 68 threshold — the tribunal had gone beyond the parties' cases in a way that caused substantial injustice — and remitted the award.

The case is often cited as the clearest modern illustration of what a section 68 challenge can do under the SCP, and equally of how narrow that route is. *Ducat* succeeded because the tribunal's slip was visible on the face of its own reasoning; it was not an appeal on legal merits in disguise. Parties who disagree with the arbitrator's commercial or legal conclusions will not get past section 68 simply by dressing the disagreement as an irregularity.

— BOTTOM LINE

The SCP trades finality for cost and speed. A party who believes there is any realistic prospect of wanting to appeal on a point of law should select a different procedural track. Under the SCP, the arbitrator's view on the merits is effectively the last word.

§ 08

When to choose the SCP over LMAA Terms or ICP

The SCP is the right choice for some disputes and the wrong choice for others. The decision is best made when the contract is drafted — not when the dispute is already on the desk.

Disputes that suit the SCP

The SCP works well for factually discrete, document-based disputes of limited value where a quick commercial answer matters more than forensic depth. Typical candidates include:

- demurrage and dispatch claims where the underlying laytime statement is not seriously contested;
- short-hire, freight, deadfreight, and bunker-price disputes;
- claims for small cargo shortages or minor quality deductions;
- unpaid agency or disbursement account claims;
- detention claims where quantum is narrow and the facts are largely documentary.

Disputes that do not suit the SCP

The procedure is poorly matched to disputes that depend on contested expert evidence, a long documentary trail, or a genuine legal question a party may want to appeal. Examples include:

- claims with significant personal-injury, safety or environmental overlay;
- claims that will turn on competing expert opinions (e.g. technical quality disputes, engineering failures);
- contracts where a party realistically expects to need a section 69 appeal on a point of English commercial law;

- disputes with claims and counterclaims that are genuinely intertwined and likely to exceed US\$100,000 in combination.

Transfer to a different track

Paragraph 9(c) gives the arbitrator express power to conclude, in exceptional circumstances, that the SCP is inappropriate for a given case and to transfer it to the LMAA Terms 2021 or the Intermediate Claims Procedure, retaining jurisdiction as sole arbitrator. Either party can raise the point early. If the case has clearly outgrown the SCP, better to transfer it at the start of the reference than to battle on through a rigid word-limit procedure it was never designed for.

Drafting the arbitration clause

To opt into the SCP, the clause should expressly say so. A workable formulation is:

Sample clause

"Any dispute arising out of or in connection with this contract shall be referred to arbitration in London under the LMAA Small Claims Procedure current at the commencement of the arbitration. This Procedure shall apply to disputes where the total claim (excluding interest and costs) does not exceed US\$100,000."

Parties can also agree a different monetary ceiling — higher or lower — and should consider whether to include a transfer clause for disputes that outgrow the limit.

§ 09

Practical tips for parties and counsel

The SCP rewards preparation and punishes last-minute strategy. A short checklist of things to do, and not to do, before and during the reference.

Before you commence

- **Audit the arbitration clause.** Confirm that the clause actually selects the SCP (or that the parties can agree to adopt it now). A bare reference to "LMAA arbitration" is not enough.
- **Map the whole dispute.** If the other side is likely to counterclaim above US\$100,000, consider in advance whether you want the 14-day window under paragraph 1(b) to be used, and by whom.
- **Preserve the limitation position.** Commencement of an SCP arbitration interrupts contractual and statutory limitation periods, but only from the date of commencement. If limitation is close, do not delay selecting the track.

Drafting the letter of claim

- **Write the claim in full, not as a teaser.** The LMAA Guidelines expressly condemn bare claim letters that defer the real explanation to reply.
- **Deal with the respondent's known objections up front.** In most cases those objections are already on the pre-arbitration correspondence — engage with them in the letter of claim itself.
- **Attach every document you need.** There is no disclosure stage. Subsequent documents will need the arbitrator's permission.
- **Signal any expert evidence, hearing request, or jurisdictional point now.** Raising these for the first time at reply stage is unlikely to succeed.

During the reference

- **Meet the word limits.** The arbitrator can require a non-compliant submission to be re-served and can sanction a party in costs regardless of outcome.
- **Apply for extensions before the deadline expires** — not after. Missing the deadline triggers the peremptory-notice regime, which caps the total slippage at 28 days and renders later submissions inadmissible.
- **Keep costs proportionate.** The recoverable legal-costs cap is set by the LMAA Committee, not the arbitrator. Spending more than you can recover is a commercial choice, not a procedural entitlement.
- **Do not treat the SCP as a documents-only rehearsal for a larger case.** Once the award issues, section 69 is not available; section 68 is a narrow gate.

If the case has outgrown the Procedure

If events after commencement make the SCP unsuitable — the other side has pleaded a large counterclaim, the factual picture has grown, a genuine expert issue has emerged — flag it to the arbitrator and apply for transfer to the LMAA Terms 2021 or the Intermediate Claims Procedure under paragraph 9(c). The sole arbitrator retains jurisdiction; only the procedural track changes.

"The SCP is a scalpel, not a scythe. It works beautifully for the disputes it was designed for, and poorly for everything else. The best time to choose the right track is when the arbitration clause is drafted."

— ABOUT THE AUTHOR

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Danil Hristich is an English solicitor (England & Wales) with over ten years' experience in international trade, shipping and maritime arbitration. He acts for shipowners, charterers, commodity traders and their insurers in **LMAA**, **GAFTA**, **FOSFA** and **LCIA** arbitrations, and in the Commercial Court in London.

His shipping practice covers charterparty disputes (demurrage, detention, freight, deadfreight, off-hire), bills of lading and carriage disputes, and sale-of-goods claims at the intersection of shipping and commodity trade. He has experience obtaining freezing orders (WFO) in the English High Court and is admitted to the bar in Ukraine. Regularly recognised by *The Legal 500*, he was the primary speaker at the GAFTA Professional Development training in Cape Town (November 2024) and delivered the first GAFTA legal webinar on partial shipments (2021).

Selected experience

Black Sea Commodities Ltd v Lemarc Agromond PTE Ltd [2021] EWHC 287 (Comm) — advised Black Sea Commodities in a successful jurisdictional challenge to a GAFTA award; the Commercial Court set the award aside for want of jurisdiction.

Trans-Oil International SA v Savoy Trading LP, Ivan Melnykov [2020] EWHC 57 (Comm) — advised Mr Melnykov in worldwide freezing order proceedings; the court declined to freeze his assets.

FOSFA appeal against a multinational — established force majeure arising from the war in Ukraine in a US\$1.2m dispute; damages reduced from US\$1.2m to US\$350,000 on appeal.

Acted for a Ukrainian sunflower oil seller in FOSFA arbitration and subsequent English court proceedings against an Estonian counterparty controlled by a Ukrainian national resident in London. Default judgment in the High Court — secured on the strength of a recorded repudiation and proven family ties between the principals — produced a voluntary payment of US\$1.3m.

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Important notice

This guide is a practitioner's overview of the LMAA Small Claims Procedure 2021. It is provided for general information only and does not constitute legal advice. No lawyer-client relationship arises from reading or relying on it. Specific facts and contractual provisions materially affect the analysis of any dispute, and readers should obtain independent advice before taking or refraining from any action.

References to fees, recoverable-costs caps and other figures set by the LMAA Committee reflect the position at the time of publication. Those figures are updated periodically by the LMAA and should be verified on **lmaa.london** before relying on them. References to the LMAA Small Claims Procedure 2021 are to the current edition of the Procedure published by the London Maritime Arbitrators Association. English statutory material is cited with hyperlinks to legislation.gov.uk where available; case citations use the neutral citation format of the English courts.

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— THE ONE-LINE THESIS

If your dispute is under
US\$100,000, the procedural
track you choose will shape
the outcome more than the
law you cite.

*GAFTA. FOSFA. LMAA. English Commercial Court. Ship arrest.
Sanctions. Ten years of commodity and maritime disputes — from
Black Sea grain cargoes to London arbitration appeals.*

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