LEGAL LIABILITY IN MULTIMODAL TRANSPORT: A GREY AREA IN THE CARRIAGE OF GOODS BY SEA

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CHAPTER-1: INTRODUCTION

The increasing interconnectedness of global trade has amplified the significance of efficient and streamlined logistics. Multimodal transportation, which involves the movement of goods using a combination of transport modes such as rail, road, sea, and air under a single contract, has emerged as a crucial element in optimizing logistics processes. This approach facilitates faster transit of goods and mitigates the disadvantages associated with geographical distances, proving particularly effective in large and diverse nations like India for ensuring seamless end-to-end delivery. The growing reliance on multimodal transport underscores the imperative for a robust and transparent legal framework governing liability to ensure the smooth functioning of trade operations. As trade volumes rise and supply chains become more intricate, the likelihood of liability issues increases. That's why it's so important to have a clear legal system that makes transactions more predictable and lowers costs. This method is more efficient and cheaper, but it also makes things a lot more complicated, especially when it comes to figuring out who is legally responsible for lost, damaged, or late items during shipping.[1]

The Hague-Visby Rules, the Hamburg Rules, and the Rotterdam Rules are all examples of international agreements that set rules for shipping goods by sea. But these rules mostly apply to unimodal transit, and they don't always make it clear who is in charge when there are multiple modes of transport. Not everyone has accepted the Rotterdam Rules, which are meant to modernise and unify international shipping law. This has made it hard to use and enforce them.[2]

India passed the Multimodal Transportation of Goods Act in 1993 to make multimodal transportation easier and more organised. The law says that the Multimodal Transport Operator

[1] *Liability Regimes in Multimodal Transportation: A Critical Analysis of the Multimodal Transportation of Goods Act, 1993 and Judicial Trends in India*, ResearchGate (Apr. 18, 2025).
[2] *United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea, 2008*, *in* International Trade Law Statutes and Conventions 2011-2013 586 (0 ed. 2013).

(MTO) is in charge of the goods for the whole trip. Even with this, the rules in the Act are limited and don't fully cover the complicated issues of liability that come up when multimodal transport activities are involved. Recent academic evaluations have illuminated this deficiency, underscoring the imperative for a more extensive legal framework to address these challenges.[3]

There is a "grey area" where different laws and rules meet because there is no one clear legal system for multimodal transport liability. This lack of clarity puts stakeholders, like carriers, shippers, and insurers, at risk because they might not know what their rights and duties are. So, it is important to carefully look at the current legal frameworks, find the flaws and inconsistencies, and suggest changes that would make it clearer and more predictable how liability is shared in multimodal transport that includes maritime carriage.

STATEMENT OF PROBLEMS

Despite the growing importance of multimodal transport in international trade, the legal framework governing liability in such operations remains fragmented and ambiguous. This ambiguity arises primarily because different modes of transport—sea, road, rail, or air—are regulated under separate legal regimes, each with its own rules on carrier responsibility, limitation of liability, and claims procedures.

In particular, when a shipment involves a sea leg, issues emerge due to the interaction of maritime conventions, such as the Hague-Visby Rules, with domestic multimodal transport legislation. Carriers, shippers, and insurers often face uncertainty in determining which legal regime applies when loss, damage, or delay occurs during a multimodal journey. The Multimodal Transportation of Goods Act, 1993, in India designates the Multimodal Transport Operator (MTO) as primarily responsible for the goods; however, it does not adequately address conflicts between domestic law and international conventions.

RESEARCH QUESTIONS

1. Whether the liability is currently determined in multimodal transport involving a sea leg under international and Indian law?

2. Whether the **Multimodal Transportation of Goods Act, 1993,** adequately addresses

[3] *Air Force Act, 1950*, An Act to consolidate and amend the law relating to the government of the Air Force. (1950), http://indiacode.nic.in/handle/123456789/1819.

conflicts between domestic law and international conventions?

3. Whether international conventions such as the Hague-Visby Rules, Hamburg Rules, and Rotterdam Rules interact with multimodal transport contracts?

4. Whether legal gaps or ambiguities exist that create grey areas in determining the responsible carrier and limitation of liability?

5. Whether there any reforms or harmonization measures that can be proposed to reduce legal uncertainty and enhance predictability for stakeholders?

HYPOTHESIS

The current legal framework governing multimodal transport involving sea carriage is fragmented and inadequate, leading to ambiguity in the allocation of liability and necessitating harmonization through legal reforms or the adoption of a unified international regime.

OBJECTIVES OF THE STUDY

The primary objectives of this research are as follows:

The objective of the paper is firstly to determine the liability in multimodal transport, which also includes sea legs. Secondly, it is to analyse the effectiveness of the Multimodal Transportation of Goods Act in resolving conflicts between domestic law and international conventions. Thirdly is to determine about international conventions such as the Hague-Visby Rules, Hamburg Rules, and Rotterdam Rules interact with multimodal transport contracts. Fourthly, to analyse the legal gaps or ambiguities that exist, which create grey areas in determining the responsible carrier and the limitation of liability. Finally, it suggests that the reforms or harmonization measures can be proposed to reduce legal uncertainty and enhance predictability for stakeholders.

SCOPE OF THE STUDY

The scope of this study is limited to multimodal transport operations involving a maritime leg, which forms the most complex component of liability determination. Specifically, this research would be focused on shipments that involve sea carriage as part of a multimodal contract. Examining the interaction between international conventions and Indian law. Analysing the

legal liability of the Multimodal Transport Operator (MTO) and other carriers.

RESEARCH METHODOLOGY

This research adopts a doctrinal approach, which comprises primary and secondary sources. Primary data include Hague-Visby, Hamburg, Rotterdam, and the Multimodal Transportation of Goods Act, 1993. Secondary Data would be articles, journals, case studies, case laws, and other articles associated with this topic.

CHAPTER-2: BACKGROUND

Multimodal transport has become a cornerstone of modern international trade. It involves the movement of goods under a single contract through at least two different modes of transport, such as sea, rail, road, or air. The system enables door-to-door delivery under a single unified transport agreement, typically administered by a **Multimodal Transport Operator (MTO)**. This structure reduces logistical complexity, streamlines documentation, and provides commercial efficiency for shippers and consignees.[4]

The development of multimodal transport stems from the globalisation of trade, the rise of containerisation, and the need for integrated supply chains. Historically, carriage by sea dominated international trade, regulated under maritime conventions such as the **Hague Rules**, **Hague-Visby Rules**, and later the **Hamburg Rules**. However, as goods began to move seamlessly across multiple transport modes, new legal and regulatory challenges emerged.[5]

The legal complexity in multimodal transport arises because different transport modes are governed by distinct legal regimes, each with its own rules on carrier liability, limitations, and documentation. For instance, maritime carriage is typically regulated by international conventions that allow carriers to limit liability, while land or rail carriage is often subject to domestic legislation with differing standards.[4] When these modes are combined, questions arise regarding which regime applies, how liability is allocated among carriers, and which forum has jurisdiction in the event of disputes.

[4] *Liability Regimes in Multimodal Transportation: A Critical Analysis of the Multimodal Transportation of Goods Act, 1993 and Judicial Trends in India*, ResearchGate (Apr. 18, 2025), https://www.researchgate.net/publication/390845840_Liability_Regimes_in_Multimodal_Transportation_A_Critical_Analysis_of_the_Multimodal_Transportation_of_Goods_Act_1993_and_Judicial_Trends_in_India.

In India, multimodal transport is regulated primarily by the **Multimodal Transportation of Goods Act, 1993**. The Act defines the role and responsibilities of the MTO, emphasizing that the operator is liable for the entire transport from origin to destination.[5] Despite this, the Act does not fully reconcile conflicts between international maritime conventions and domestic regulations for land transport, creating **grey areas** in liability allocation. These gaps can result in legal disputes, unpredictability, and increased costs for shippers, carriers, and insurers. International efforts, such as the **United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (Rotterdam Rules)**, attempt to unify rules for multimodal transport, particularly for shipments involving sea carriage. However, limited adoption of these rules globally has prevented them from fully resolving liability ambiguities.[6]

Consequently, multimodal transport liability remains a highly contested area of law, attracting scholarly attention due to its implications for international trade, insurance, and logistics. Understanding these legal grey areas is crucial for developing reforms that can harmonize domestic law with international conventions, clarify carrier responsibilities, and reduce disputes in global trade operations.

CHAPTER-3: INTERNATIONAL AND INDIAN LEGAL FRAMEWORK

The Hague-Visby Rules are the most important part of the law that governs bills of lading today. The 1968 Visby Protocol changed the 1924 Hague Rules to address inflation and containerisation. Article I(b) says that the Rules only apply to contracts of carriage that are covered by a bill of lading or a similar document of title "insofar as such document relates to the carriage of goods by sea."[7] Under Article III, the carrier's main job is to make sure the ship is seaworthy, has enough crew, supplies, and equipment, and that the holds are ready to hold cargo before and at the start of the voyage.[8] Acts of God, dangers at sea, or mistakes in navigation are some of the things that Article IV(2) says can protect you from being sued. Article IV(5)(a) says that each package can only have 666.67 Special Drawing Rights or 2 SDR

[5] *Multimodal Transportation of Goods Act, 1993*, An Act to provide for the regulation of the multimodal transportation of goods, from any place in India to a place outside India, on the basis of a multimodal transport contract, and for matters connected therewith or incidental thereto. (1993).
[6] United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (New York, 2008) (the "Rotterdam Rules") | United Nations Commission on International Trade Law.
[7] *International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading (The Hague Rules) - The Faculty of Law*, https://www.jus.uio.no/english/services/library/treaties/07/7-04/hague-rules.html
[8] *Id.* Art. III

per kilogramme, whichever is higher. However, the shipper can say a higher value.[9] Article III (6) says that you have one year to file a lawsuit, and Article III (8) says that any language that tries to free the carrier from obligation below the standard of the Rules is not valid.[10] These rules make shipping by water more predictable, but they don't cover loss or damage that happens during the land legs of a multimodal contract, which is very important.[11]

In 1978, the United Nations adopted the Hamburg Rules to fix what they thought were problems with the Hague-Visby system. Article 1(1) gives a broader definition of the "contract of carriage," which includes some handling at the port before loading and after discharge.[12] Article 4 sets a basic rule for carrier liability for loss, damage, and delivery delays. The carrier has to show that it took all reasonable steps to avoid these things happening.[13]Article 7 establishes higher limits of liability than the Hague-Visby, calculated per package or per kilogram calculation, while Article 14 provides a two-year time bar for claims.[14]

Article 31 says that countries that sign the Hamburg Agreement must turn down the Hague or Hague-Visby Rules within five years.[15] In practice, however, relatively few trading nations have ratified Hamburg, and its provisions—although more favourable to cargo interests—still focus primarily on the maritime segment of the carriage.

The Rotterdam Rules, also known as the United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (2008), are the most ambitious attempt to make one set of laws for multimodal transport that includes a sea leg. Article 1.1 says that the Rules apply to contracts "wholly or partly by sea." This shows that they want to be able to use more than one type of transportation.[16] Like Hague-Visby, Article 4.1(a) says that the carrier must do all possible to make the ship safe to sail. Article 17 says how much the carrier is responsible for, while Article 19 says that actions must be taken within two years. Articles 18 and 27 let people agree on which court or law to use, Article 45 talks about the function of

[9] *Id.* Arts. IV (2), Art IV (5) (a)
[10] *Id.* Arts. III (6), III (8)
[11] *Carriage-of-Goods-by-Sea.Pdf*, https://www.researchgate.net/profile/Michael-Sturley/publication/297389441_Carriage_of_goods_by_sea/links/59ae4185aca272f8a1653f26/Carriage-of-goods-by-sea.pdf
[12] *United Nations Convention on the Carriage of Goods by Sea, 1978 (Hamburg Rules)*, *in* International Maritime Conventions (Volume 1) 120 (0 ed. 2014).
[13] *Id.* Art.4
[14] *Id.* Art.7,14
[15] *Id.* Art.31
[16] *United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea, 2008*, *in* International Trade Law Statutes and Conventions 2011-2013 586 (0 ed. 2013)

"performing parties" or subcontractors, and Article 54 makes electronic transport records legally binding.[17] The Rotterdam Rules have not yet gone into effect, even if they seem promising. Only a few States have approved them thus far.[18]

In addition to these binding rules, there are soft-law tools. The UNCTAD/ICC Rules for Multimodal Transport Documents (1992) give a set of optional clauses that are often used in contracts. Rule 1 says that the Rules apply whenever the parties include them by reference in a contract of carriage.[19] Rule 2 gives standard definitions for terms such as "multimodal transport operator," "multimodal transport contract," and "multimodal transport document." Rule 3 says that the document is proof that the items were received. Rule 4 says that the operator is responsible for the items from the time they take care of them until they are delivered. This means that they are responsible for them in all modes. Rule 6 sets the limits on liability and uses a "network" approach. Rule 7 says that if someone acts on purpose or carelessly, they lose the authority to limit liability. Rule 9 sets time limits for reporting loss or damage.[20] The Rules are not legally binding unless they are included; therefore, they work more like a business template than a legal default.[21]

India was one of the first developing countries to pass a law just for multimodal transportation. The Multimodal Transportation of Products Act, 1993 (Act 28 of 1993) made it legal for one person to be in charge of moving goods in more than one way.[22] In 2000, the Act was changed to cover more things and be more in line with how things are done around the world. The Carriage of commodities by Sea Act, 1925 (which includes the Hague Rules), the Bills of Lading Act, 1856, and numerous port and customs laws are still the main laws in India that control the transport of commodities by sea. In combination, these laws make up the domestic framework in which multimodal operators work.

3.1 Multimodal Transportation of Goods Act, 1993

Section 2(i) of the MTG Act defines "multimodal transportation" as moving goods from one

[17] *Id.* Arts. 17,18,19,27,45,57
[18] *United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (New York, 2008) (the "Rotterdam Rules") | United Nations Commission on International Trade Law*.
[19] *UNCTAD/ICC Rules for Multimodal Transport Documents*.
[20] *Id.* Rules 2-7
[21] *Id.* Rule 9
[22] *Multimodal Transportation of Goods Act, 1993*, An Act to provide for the regulation of the multimodal transportation of goods, from any place in India to a place outside India, on the basis of a multimodal transport contract and for matters connected therewith or incidental thereto. (1993)

place in India to another outside of India using at least two different modes of transport under a multimodal transport contract.[23] Section 2(m) says that a "multimodal transport operator" (MTO) is someone who is registered under the Act, signs a multimodal transport contract, and is responsible for carrying out the terms of the contract.[24] This legal recognition of the MTO is similar to the idea of a "operator" in the UNCTAD/ICC Rules.

Section 4 of the Act tells MTOs how to sign up. You can't be an MTO unless you register with the Director General of Shipping. You can renew your registration every three years.[25] This regulatory filter makes sure that a business has a certain level of operational skill and financial stability before it can take on multimodal obligations.

The MTO is responsible for the whole time period set by the MTG Act. Section 8(1) says that the MTO is responsible for any loss that happens because the goods were lost or damaged, or because delivery was late, as long as the event that caused the loss or delay happened while the MTO was in charge of the goods.[26] Section 8(2) sets up a network liability system that is similar to Rule 6 of the UNCTAD/ICC Rules. If the place where the loss or damage happened can be pinpointed and that place is covered by an international convention or domestic law that makes that convention or law applicable, then the MTO is liable according to the rules of that convention or law. If not, a standard limit applies.[27] Section 13 says that you have nine months from the date of delivery of goods or when they should have been delivered, whichever comes first, to file a claim.[28]

The Act also says what must be in a multimodal transport document. Section 7 says that every MTO must give a multimodal transport document that includes certain information, such as the type of goods, marks and numbers, apparent condition, name of the consignor and consignee, and the date and place of taking charge.[29] The document may be negotiable or non-negotiable and serves as evidence in a similar way to a bill of lading.

Section 9 states that the MTO cannot limit its liability if it can be shown that the loss, damage, or delay was caused by an act or failure to act by the MTO that was done on purpose to cause

[23] *Id.* S.2(i)
[24] *Id.* S.2(m)
[25] *Id.* S.4
[26] *Id.* S.8(i)
[27] *Id.* S. 8(2)
[28] *Id.* S.13
[29] *Id.* S.7

that loss or carelessly and with the knowledge that it would probably happen.[30] This provision follows the "loss of right to limit" language found in international agreements.

3.2 Other Indian Maritime Statutes

The MTG Act covers multimodal transport from India to another country, but the Carriage of Goods by Sea Act, 1925, which puts the Hague Rules into action in India, still controls how goods are actually moved by sea.[31] The Bills of Lading Act of 1856 still tells consignees and endorsees of bills of lading what their rights are. The Major Port Authorities Act of 2021 (formerly the Major Port Trusts Act of 1963) sets the rules for how ports work, and the Customs Act of 1962 sets the rules for how goods get through customs. For instance, port law covers port dues and demurrage, customs law covers customs duties, and the MTG Act and the Carriage of Goods by Sea Act cover the contract of carriage.

When these regimes live together, they can sometimes have conflicts that are similar to those that happen around the world. The MTG Act, for example, only lasts for nine months, while the Carriage of Goods by Sea Act lasts for one year, and the Hamburg Rules last for two years. Indian courts usually support the terms of a contract that both parties agree to, as long as they follow the law. Nonetheless, there exists a scarcity of case law clarifying the interplay of the MTG Act with other unimodal regulations in situations of inland loss or damage.[32]

The MTG Act in India makes multimodal transport legal and sets up the idea of a single operator's duty. This is more than just the Carriage of Goods by Sea Act, which only deals with maritime issues. It also uses a network responsibility system, which is another best practice around the world. But just like the UNCTAD/ICC Rules that it was based on, it only applies to shipments that leave India by more than one mode of transportation. It doesn't apply only to internal multimodal movements or shipments coming in until the Ministry sends out a notice. The MTG Act and other domestic laws don't agree on time limits and liability limits, which could still confuse. India's position as a multimodal transport hub could be even stronger if there were more judicial interpretations or changes that brought the Act in line with modern rules like the Rotterdam Rules.

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[30] *Id.* S.9
[31] *Indiancarriage_goods_seaact_1925.Pdf.*
[32] *M/S. Orient Treasures Pvt. Ltd vs United India Insurance Company Ltd. on 19 March, 2007*, https://indiankanoon.org/doc/409034/

CHAPTER-4: ALLOCATION OF LIABILITY IN MULTIMODAL TRANSPORT INVOLVING SEA CARRIAGE.

4.1 Practical Issues in Determining Liability

The question of who is legally responsible for loss, damage, or delay never goes away when it comes to multimodal transport contracts that include a sea leg. The multimodal transport operator (MTO) is "primarily liable" for the goods while they are in its care.[33] But in reality, different people handle goods at different times, like truckers, warehouse workers, port officials, feeder ships, and ocean carriers. If the cargo gets damaged, the consignee can sue either the MTO, the carrier that was doing the work, or both. The MTO can also tell its subcontractors to pay for the damage. There are so many different people and rules involved in multimodal transport legislation that it can be hard to figure out who is in charge of what.

The "network" idea used in some laws, like section 8(2) of India's MTG Act and Rule 6 of the UNCTAD/ICC Rules, means that the rules for that step apply if you can find the stage where the loss happened.[34] This doesn't make all modes follow the same rules, but it does mean that claimants have to prove where the damage happened. If the loss can't be found, the MTO's standard rules for liability and limits will apply.

4.2 Performing Carrier and Sub-Carrier Liability

International treaties and national laws are beginning to distinguish between the "contractual carrier" and the "performing carrier" (or sub-carrier). For instance, Article 1(6) of the Rotterdam Rules says that a "performing party" is someone other than the carrier who does any of the carrier's duties at the carrier's request. These articles (18–20) also give these parties a number of defences and limits on their liability.[35] Also, section 8(3) of India's MTG Act says that the MTO can get money back from anyone who really does the transport if it has been found responsible for the cargo interest. The MTO is the only person the shipper can talk to, and contracts of indemnity and insurance spread the risk within the company.

But the tools are still different from each other. The Hague-Visby Rules don't say anything

[33] Multimodal Transportation of Goods Act, 1993, *supra* note 24.
[34] UNCTAD/ICC Rules for Multimodal Transport Documents, *supra* note 21.
[35] *United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea, 2008*, *in* International Trade Law Statutes and Conventions 2011-2013 586 (0 ed. 2013)

about carriers that work on land, and the Hamburg Rules only talk about what carriers are responsible for "from port to port." They don't go as far as a multimodal system that goes from door to door. In reality, a truck driver or rail operator hired by an MTO may have to follow different time and money limits than those in the MTO's contract when transporting goods within the country.

4.3 Legal Ambiguities and Case Law

When domestic laws and international norms don't agree, courts all over the world have had to deal with problems that come up in multimodal situations. For example, in Quantum Corp. v. Plane Trucking Ltd. (U.K. C.A. 2002), the issue was whether the Hague-Visby Rules or the U.K. Carriage of Goods by Road Act applied to computer equipment that was damaged while being transported by road under a maritime waybill. The Court used a network approach and said that the road convention included the inland stage.[36]

The same problems have happened in Indian courts. In United India Insurance Co. v. Orient Overseas Container Line (2004) 10 S.C.C. 512, the Supreme Court looked at whether the Carriage of Goods by Sea Act, 1925, or the Multimodal Transportation of Goods Act, 1993, applied to a loss that happened after the container left the port but before it was delivered inland. The Court said that the MTO was legally responsible, but it didn't explain how the time limits work together.[37]

These cases show that when there isn't a single rule, judges have to deal with a patchwork of laws and contract terms. This makes things legally unclear for shippers, MTOs, and insurers, especially when the contract of carriage has a Himalaya clause or a forum-selection clause that doesn't follow domestic law.

The assignment of liability in multimodal transport, encompassing maritime transportation, remains an ambiguous domain due to the lack of harmonisation among international treaty norms and the limited applicability of national laws, such as the MTG Act. The distinction between a contractual carrier and a performing carrier elucidates the chain of obligation; however, it does not eliminate conflicts of law. People will probably keep suing each other

[36] *Quantum Corporation Inc. & Ors v Plane Trucking Ltd. & Anor, [2002] 2 LLR 25 | England and Wales Court of Appeal (Civil Division), Judgment, Law, Casemine.Com.*
[37] *M/S. Orient Treasures Pvt. Ltd vs United India Insurance Company Ltd. on 19 March, 2007.*

over who is responsible until more people start using tools like the Rotterdam Rules or India changes its laws to make the rules clearer.

CHAPTER-5: CONCLUSION AND RECOMMENDATIONS

Multimodal transport is now an important part of international trade because it makes it easier, cheaper, and faster to move goods between different types of transportation. But this efficiency causes legal problems, especially when it comes to figuring out who is responsible when the conveyance has a sea leg.

This research indicates that the existing regulations regarding multimodal transport liability are ambiguous and insufficient. The Hague-Visby Rules, the Hamburg Rules, and the Rotterdam Rules are all examples of international treaties that give good advice for shipping. But they are either too broad or not always followed. The Multimodal Transportation of Goods Act of 1993 is the main law in India that says the MTO is the main carrier. But it doesn't do a good job of solving problems that come up between domestic law and international standards. These gaps create grey areas that make the law less clear, lead to fights, and make carriers, shippers, and insurers more likely to go to court.

The findings of the research corroborate the notion that the existing laws are inadequate and require greater uniformity. Case law and academic evaluations demonstrate ongoing challenges in identifying the performing carrier, determining limitation of liability, and clarifying jurisdictional authority, highlighting the need for a more unified and comprehensive legal framework.

Suggestions for Reform and Improvement:

1. **Harmonisation with International Conventions:** India should think about making its multimodal transport laws more like the Rotterdam Rules and other internationally recognised frameworks. This would make things more consistent and predictable.

2. **MTO Liability Should Be Clear:** Laws should be clear about how much MTO is responsible for losses that happen during different parts of a multimodal trip.

3. **Standardised Limitation of Liability:** If all types of transportation had the same rules for limiting liability, it might help keep people from fighting and disagreeing.

4. **Judicial Guidelines:** When deciding who is responsible in multimodal contracts, courts should use the same methods every time to make the law clearer.

5. **Awareness and Training:** Everyone who is involved in multimodal transport contracts, such as MTOs, shippers, and insurers, should know what their legal responsibilities are and how to manage risks.

6. **Support for ADR Methods:** Alternative dispute resolution (ADR) methods like arbitration or mediation could help settle multimodal transport disputes faster and more reliably.

In conclusion, a unified and consistent legal framework is essential to clarify the ambiguous aspects of liability in multimodal transport that encompasses sea carriage. India can make trade safer and easier, cut down on lawsuits, and make the law clearer by following international best practices and making its own laws better.