NIGERIAN PORTS ECONOMIC REGULATORY AGENCY
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# COMPLAINTS NEWSLETTER

JULY - SEPTEMBER 2026, VOL: 18; NO. 1 IN-HOUSE PUBLICATION OF COMPLAINTS UNIT, NIGERIAN PORTS ECONOMIC REGULATORY AGENCY, SINCE 2016



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DIRECTOR GENERAL/CEO-NPERA

## REGULATORY INTERVENTION:
## NPERA SHIELDS NIGERIAN IMPORTERS, RULES USD 20,000 DAILY DETENTION CHARGE INAPPLICABLE TO CONSIGNEES, ORDERS IMMEDIATE CARGO RELEASE

... Save Consignees from Over USD 80,000 in Disputed Charges
... Detention Clauses Apply Exclusively to the Charterer, Not Third Parties – NPERA Tells Carrier
... Register and File Your Commercial Tariff Within One Month, NPERA Tells NES Shipping

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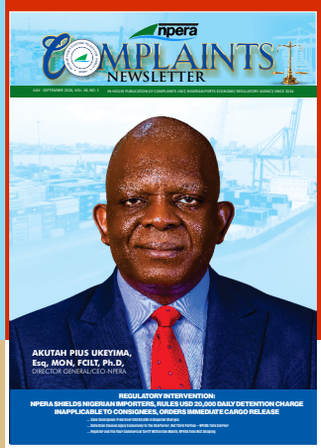
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FROM THE EDITOR

# NIGERIA'S EXPORT EXPANSION: OVERCOMING MARITIME LOGISTICS BOTTLENECKS TO ENHANCE GLOBAL TRADE COMPETITIVENESS



Mrs. Juliana Saka (Ph.D)

Nigeria's export trade remains a critical driver of economic growth, foreign exchange earnings, employment generation, industrial development, and integration into regional and global value chains. Although crude oil and petroleum products have historically dominated the country's export earnings, the gradual expansion of agricultural commodities, fertilizers, solid minerals, raw materials, and manufactured goods signals a vital opportunity to diversify the economy and strengthen its international trade position.

However, export volume alone does not guarantee competitiveness in the global marketplace. An exporter may secure an international buyer, fulfil strict quality requirements, and conclude a commercial contract, yet suffer significant financial losses if cargo cannot be sourced, processed, drayed to the port, cleared for export customs, and loaded within the agreed contractual shipping window. In international trade, supply chain reliability is as crucial as production capacity. Timely cargo delivery, predictable ocean freight costs, efficient terminal operations, transparent documentation, and dependable vessel schedule integrity are essential to maintaining buyer confidence and securing repeat business. Nigeria's ability to translate export potential into sustainable economic gains will therefore depend substantially on the efficiency, resilience, and cost-effectiveness of its maritime logistics ecosystem.

Recent trade data underscores this dynamic. According to the National Bureau of Statistics (NBS), Nigeria's total merchandise exports reached ₦27.02 trillion in the second quarter of 2026, representing an 18.77 per cent increase from ₦22.75 trillion in the corresponding quarter of 2025 and a 27.64 per cent rise from ₦21.17 trillion in the first quarter of 2026, accounting for 65.20 per cent of total merchandise trade. Maritime transport remained the dominant export channel, capturing ₦26.75 trillion, or 98.99 per cent, of total export value. Port throughput was similarly concentrated, with Apapa Port handling exports valued at ₦19.07 trillion (70.57 per cent of the national total) and Lekki Deep Sea Port accounting for ₦5.03 trillion (18.62 per cent). These figures highlight the strategic importance of Nigeria's seaports and the urgent need to optimize terminal handling capacity, vessel turnaround times, and waterside productivity.

A closer examination of the export composition, however, reveals the continuing challenge of structural economic diversification. Crude oil accounted for approximately ₦12.91 trillion (47.79 per cent) of total exports, while other petroleum products contributed ₦10.38 trillion (38.40 per cent). Although non-crude exports collectively reached ₦14.11 trillion (52.21 per cent), genuinely non-oil exports accounted for approximately ₦3.73 trillion, representing just 13.80 per cent of total export value. This distinction is critical: non-crude exports include refined petroleum products, meaning their expansion does not automatically translate to a reduced reliance on hydrocarbon revenues. Nigeria must accelerate the development of competitive non-oil export verticals—particularly in cocoa, sesame seeds, cashew nuts, ginger, hibiscus, leather, fertilizers, urea, and solid minerals like lead, zinc, and tin. Greater domestic processing, phytosanitary standardization, and reliable liner shipping connectivity are vital to capturing higher margins along global value chains. Operational milestones at the Nigeria Customs Service's Lilypond Export Command, which processed 27,721 export containers in the first half of 2025, a 200 per cent year-on-year increase, demonstrate growing non-oil export momentum, but sustained growth requires an end-to-end logistics environment capable of moving consignments safely, predictably, and cost-competitively.

Despite these positive trade figures, Nigerian exporters continue to encounter severe operational friction across

the supply chain, from farm gates and factory floors to marine terminals and overseas discharge ports. One of the most persistent structural bottlenecks is the chronic shortage and uneven repositioning of empty dry and refrigerated containers. Equipment imbalances frequently delay stuffing operations, inflate inland trucking costs, and cause shippers to miss terminal gate receiving windows or vessel cut-off times. For perishable agricultural exporters, these disruptions can be catastrophic. Cargo that rolls over to the next available sailing incurs crippling storage and demurrage charges, while quality degradation often leads to commercial disputes, claim liabilities, and cancelled orders.

Furthermore, port congestion, extended vessel waiting times at anchorage, and slow landside evacuation continue to disrupt carrier schedule integrity and contribute to container rollovers. The heavy reliance on gateway terminals like Apapa and Lekki demands seamless multimodal evacuation systems, modern cargo-handling equipment, and frictionless connections to inland production hubs. High inland transportation costs further erode the competitiveness of Nigerian goods. Shippers moving cargo from hinterland production clusters such as Kano, Kaduna, Aba, Onitsha, and Ibadan face exorbitant haulage tariffs driven by poor rail connectivity, highway congestion, fragmented freight forwarder networks, and a lack of efficient inland container depots (ICDs) and dry ports. These overheads disproportionately penalize small and medium-sized exporters with tight profit margins.

Regulatory compliance is indispensable to secure and legitimate international trade, but fragmented procedures, duplicated inter-agency inspections, inconsistent data requirements, and erroneous Harmonized System (HS) code declarations frequently trigger avoidable dwell-time inflation. Multiple authorities—including the Nigeria Customs Service, agricultural quarantine services, NAFDAC, and the Standards Organisation of Nigeria (SON)- must operate within an integrated digital single-window framework supported by risk-based profiling and pre-arrival documentation to eliminate redundancies. Concurrently, strict adherence to international sanitary and phytosanitary (SPS) standards, moisture limits, and traceability protocols is non-negotiable to prevent cargo rejections, destructions, or mandatory re-exports at destination ports. For temperature-sensitive and perishable commodities, the lack of robust cold-chain infrastructure, including reefer plugging stations, pre-cooling facilities, and uninterrupted reefer monitoring from packhouse to vessel manifold, remains a major vulnerability that demands immediate capital investment.

Commercial volatility in ocean freight rates, surcharges, and terminal-local charges further complicates cost planning for shippers. Greater transparency from ocean carriers, non-vessel operating common carriers (NVOCCs), and freight forwarders regarding tariff structures, free-time provisions, and detention and demurrage liabilities is essential. Moreover, strengthening the institutional oversight of the Nigerian Ports Economic Regulatory Agency (NPERA) will be vital in monitoring service level agreements (SLAs), promoting tariff transparency, and facilitating fair dispute resolution between shippers and maritime service providers. Concurrently, developing indigenous shipping capacity through the transparent administration of the Cabotage Vessel Financing Fund (CVFF) can enhance domestic maritime participation, provided such initiatives remain anchored in sound commercial viability, strict safety governance, and global competitiveness.

Ultimately, turning export potential into lasting economic value requires a decisive paradigm shift from volume-driven expansion to a performance-based maritime logistics ecosystem. Public and private stakeholders must align to invest in port automation, single-window digitalization, multimodal transport corridors, cold-chain capacity, and structured cargo aggregation hubs.

In conclusion, Nigeria's economic future is inextricably linked to its maritime trade performance. As global supply chains grow increasingly demanding, the nation can no longer afford the friction of fragmented logistics, unpredictable port turnaround times, and structural inefficiencies. Building an export-led economy requires a synchronized strategy that bridges industrial production, regulatory harmony, digital trade facilitation, and world-class maritime infrastructure. By fostering transparent commercial relationships, enforcing operational accountability across shipping lines and terminal operators, and prioritizing multimodal connectivity, Nigeria can eliminate avoidable supply chain leakage. The mandate for policymakers, terminal operators, and industry stakeholders is clear: modernize the maritime gateway, secure the logistics chain, and ensure that every container bearing Nigerian goods reaches the global marketplace on time, in full, and in uncompromised condition.

# TRANSITION FROM NIGERIAN SHIPPERS' COUNCIL TO NIGERIAN PORTS ECONOMIC REGULATORY AGENCY: A NEW ERA OF ECONOMIC REGULATION AT NIGERIA'S PORTS




The enactment of the **Nigerian Ports Economic Regulatory Agency Act, 2026** marks a significant milestone in the evolution of Nigeria's maritime sector and opens a new chapter in the governance of our ports.

For decades, Nigerian ports have remained central to the nation's economic development, serving as gateways for international trade, investment and commerce. Yet, as the maritime industry has grown increasingly complex and competitive, the need for a clear, predictable and dedicated framework for economic regulation has become more compelling.

The new Act responds to that need by establishing the **Nigerian Ports Economic Regulatory Agency (NPERA)** as the statutory authority responsible for the economic regulation of Nigerian ports. It provides a permanent legal foundation for functions that have evolved, including the regulation of port tariffs and charges, service standards, competition, licensing, commercial dispute resolution, trade facilitation, and the protection of port users.

This reform is about much more than a change in institutional identity. It is about strengthening the

regulatory architecture of the Nigerian port system and creating an environment in which transparency, fairness, efficiency, accountability and predictability become defining features of port operations.

For port users, the reform promises greater clarity and transparency in economic regulation. For service providers and investors, it provides a clearer framework within which businesses can operate and make long-term decisions. For the nation as a whole, it creates an opportunity to reduce avoidable barriers to trade, improve the efficiency of cargo movement, and strengthen the competitiveness of Nigeria as a maritime and logistics hub.

The establishment of NPERA also reinforces the importance of effective collaboration among the various institutions operating within the port ecosystem. Economic regulation must complement, rather than compete with, the responsibilities of other maritime institutions. The Nigerian Ports Authority, for instance, retains its statutory role in port infrastructure and landlord functions, while NPERA, as a referee, focuses on the economic and commercial dimensions of port operations.

As we commence this new chapter, our responsibility is clear: **to translate the authority granted by the Act into measurable improvements in the experience of port users and the performance of the maritime economy.**

The transition from the Nigerian Shippers' Council to NPERA therefore represents both an institutional milestone and a call to greater responsibility. It requires professionalism, independence, stakeholder engagement and a regulatory culture firmly anchored in the public interest.

We recognize that the journey ahead will require sustained collaboration with port operators, terminal concessionaires, shipping lines, freight forwarders, shippers, government agencies, investors and other stakeholders. Their experiences and perspectives will remain essential to building a regulatory framework that is responsive to the realities of Nigeria's maritime economy.

As we move forward, our vision is a Nigerian port system that is **competitive, transparent, efficient, predictable, and investment-friendly** one that supports trade, reduces the cost of doing business, and contributes meaningfully to national economic growth.

The NPERA Act has provided the legal foundation. Our collective task now is to give that foundation practical meaning.

This is a new era for port economic regulation in Nigeria. We invite all stakeholders to join us in building a port system that works better for business, government, and, ultimately, works better for Nigeria.

**Welcome to the new era of NPERA.**



# NPERA ORDERS IMMEDIATE RELEASE OF 500-BAG MSG CONSIGNMENT, WARNS AGAINST UNJUSTIFIED CARGO DETENTION

**...To Prevent Further Storage Charges and Associated Costs**
**...Agency Warns Against Actions Capable of Undermining Ease of Doing Business**
**...Reaffirms Commitment to Fair and Impartial Regulatory Intervention**




An emergency meeting was convened to mitigate further storage charges and associated costs arising from an alleged detention of Consignee's shipment - 500 bags of Monosodium Glutamate at Nigerdock Terminal, which arrived on board MV Ocean Flowing/2604, covered by Bill of Lading number: 26044YLG048.

The complaint borders on the alleged refusal of NESS Shipping Ltd to release the Floyem Pharmaceuticals & Chemicals Ltd consignment having settled Customs duty, shipping and terminal charges relating to the shipment.

The meeting originally scheduled to be held at the Nigerian Ports Economic Regulatory Agency's (NPERA) office in Lagos was eventually held at the NES Shipping Limited office due to their absence.

The meeting commenced at 1110 hours on September 29, 2026, and was chaired by the Assistant Chief Operations Officer (ACOO), Mr. Hassan Aminu, who represented the Head, Complaints Unit, Mrs. Juliana Saka, Ph.D. He welcomed all parties on behalf of the Director General/CEO of the Nigerian Ports Economic Regulatory (NPERA), and informed the meeting that whenever an alleged party fails to honor the Agency's invitation without prior notice, we usually move all parties to their office. He added that the management would have sent in the Monitoring and Enforcement Division had it been we were not granted accesses to the premises.

The Chairman later requested the case handler, Mr. Obewu Onumah (SOO), to present a summary of the complaint. Mr. Obewu stated that the complainant alleged that their shipment had already been released by the Nigeria Customs Service and also cleared by NESS Shipping, having settled all applicable charges relating to the shipment, but were surprised that a hold was placed on the shipment without any tangible reason.

Mr. Hassan requested the complainant to confirm if the summary reflects the facts of the complaint. The General Manager, Floyem Pharmaceuticals & Chemicals Ltd, Mr. Wasiu, said that the summary reflects their complaint.

Responding to the allegation, Assistant Shipping Manager, NESS Shipping, Mr. Makinde Oluwamayowa stated that he had already contacted Floyem Pharmaceuticals & Chemicals Ltd representative, Mr. Wasiu, to inform him that their cargo would soon surface and they needed to make arrangements to take delivery of their consignments directly from the vessel's hook. However, he later got a call from their Managing Director (NESS Shipping) informing him of the Shipper's directive to detain the cargo due to an outstanding payment. He also added that he was surprised to receive an email from NPERA requesting their presence even when the same complainant just left their office after pleading for the release of 400 bags while we still detain only 100 bags.

In response, Mr. Wasiu stated that they initially wrote officially and also visited NESS Shipping requesting the release of 300 bags and not 400 bags as claimed, just to avoid accumulation of terminal charges.

Addressing the meeting, Mr. Hassan stated that any cargo that has been duly released by the Nigeria Customs Service, with Shipping and Terminal charges paid and the Consignee in possession of the Bill of Lading with all necessary clearing formalities completed, should not be detained. He noted that the detention is unfair, as the Consignee has no direct issue with the vessel husbanded by NESS Shipping. He also added that NESS Shipping's action, which is a fallout of the Shipper's instruction, is inimical to trade facilitation, ease of doing business and the economy of Nigeria.

Mrs. Funmi Afolabi, Assistant Chief Operations Officer, also shared same view with the Chairman and also submitted that the cargo be released.
Mr. Hassan informed the meeting that, based on the fact that the Consignee has the original Bill of Lading and has not been detained by Customs nor the Shipping company that husbanded the vessel, the Agency hereby directs that the goods should be released unconditionally on or before close of business, Tuesday, September 29, 2026.
Mr. Chairman, in his closing remarks, stated that “NPERA is always fair; however, you may not fully understand now until this same complainant commits an infraction, he added.''

The meeting was also attended by representatives of Floyem Pharmaceuticals & Chemicals Ltd (Mr. Ajiboye Lawrence and Mr. Olawale Ojo), NES Shipping Ltd. (Mr. Ademola Ogundare and Chuku Princess), and officers of NPERA.



# REGULATORY INTERVENTION: NPERA SHIELDS NIGERIAN IMPORTERS, RULES USD 20,000 DAILY DETENTION CHARGE INAPPLICABLE TO CONSIGNEES, ORDERS IMMEDIATE CARGO RELEASE

**... Save Consignees from Over USD 80,000 in Disputed Charges**
**... Detention Clauses Apply Exclusively to the Charterer, Not Third Parties —** NPERA Tells Carrier
**... Register and File Your Commercial Tariff Within One Month,** NPERA Tells NES Shipping

The Nigerian Ports Economic Regulatory Agency (NPERA) has ordered NES Shipping Limited to immediately release cargoes belonging to Floyem Pharmaceuticals and Chemical Limited and Starium Detergents FZE. The directive followed a tripartite mediation that resolved disputes over cargo detention, evacuation protocols, and unauthorized daily charges.

The mediation was chaired by Mrs. Juliana O. Saka (Ph.D), Assistant Director and Head, Complaints Unit, on behalf of the Director General, Dr. Akutah Pius Ukeyima, Esq., MON, FCILT.

Dr. Saka emphasized that NPERA acted as an impartial regulatory mediator, evaluating the disputes based on documentary evidence, contractual privity, and Port Economic Regulations. She also noted that NES Shipping Limited was not listed in NPERA's database as a registered Maritime Service Provider. This status was confirmed by NES Shipping's representative and referred for regulatory action.

## COMPLAINT 1: FLOYEM PHARMACEUTICALS & CHEMICALS LIMITED

Ms. Oluwatoyin Ojo, Senior Operations Officer, presented the details of the complaint. She stated that 500 bags of Monosodium Glutamate (MSG), imported via M/V Chang Xing which berthed on June 26, 2026, and discharge was completed on July 27, 2026 at Niger Dock Terminal. After Floyem evacuated 284 bags, NES Shipping suspended the release of the remaining 216 bags and demanded a detention charge of USD 20,000 per day under instructions attributed to the carrier's agent, alleging that the consignee had caused a vessel delay.

Representing Floyem at the meeting, Mr. Yusuf Saheed explained that cargo discharge operations had been delayed by carriers' operational issues, including water-level constraints and adverse weather conditions. Upon being notified that the cargo was ready for evacuation, Floyem promptly dispatched trucks. However, the evacuation process was halted by

NES Shipping before completion.

Floyem challenged the demand, arguing that there was no direct contractual relationship with the liner that justified the charge. It further maintained that the cargo had already been discharged to the terminal, where standard terminal handling and storage tariffs applied.

**COMPLAINT 2: STARIUM DETERGENTS FZE**

Ms. Jessica Nathaniel Dan, Operations Officer, presented the facts of the second complaint. She said that approximately 3,000 metric tons of Sodium Sulphate, imported via M/V ZH Chang Xing V.2603. on 23 June 2026, and discharge was completed between 1 and 2 August 2026.

She detailed the delayed discharge operations, the subsequent restrictions imposed on cargo evacuation, and the demand for USD 40,000. And clarified that the charge was presented pursuant to instructions attributed to the vessel's carrier/principal, rather than being a tariff independently created by NES Shipping in its capacity as Port agent.

Following discharge, NES Shipping presented a USD 40,000 demurrage/detention invoice, calculated at USD 20,000 per day for two days, and halted cargo evacuation pending payment.

Starium's representative explained that Sodium Sulphate is a critical raw material for the company's production lines. After receiving late notification of cargo availability, Starium mobilised trucks to the terminal. However, Ness Shipping abruptly suspended evacuation pending settlement of the USD 40,000 invoice.

Starium contested the charge, requesting clarification on the contractual authority, accrual period, and legal basis for imposing a USD 20,000-per-day rate on a consignee already subject to standard terminal tariffs.

Mr. Makinde Oluwamayowa, Shipping Manager at NES Shipping Limited, stated that the company acted solely as a Port agent executing instructions from the principal liner/carrier. He explained that the cargo was intended for direct ship-side discharge onto trucks rather than storage on the terminal floor. To substantiate the demand, NES Shipping presented a Charter Party Agreement containing a USD 20,000-per-day detention clause for failure to evacuate cargo within the stipulated period.

Following an examination of the documents presented, NPERA officers, including Mr. Monima O. Peters of Legal Services, Mr. Musa Muhammed and Ms. Asmau Hassan Bello of the Complaints Unit, identified a fundamental legal issue concerning the principle of privity of contract. The Charter Party Agreement was executed strictly between Ocean Vast Shipping, as Charterer, and Rich Source Logistics, as Liner. The consignees were not parties to the Charter Party Agreement; their legal relationship with the carrier is governed solely by the Bill of Lading.

Consequently, NPERA determined that the USD 20,000-per-day detention clause contained in the Charter Party Agreement could not be transferred to or enforced against the consignees.

**RESOLUTIONS**

Following discussions and review of the Charter Party Agreement, Bills of Lading, and applicable Port regulations, the meeting reached the following resolutions:

1. NPERA affirmed that a business transaction existed between Starium Detergents FZE, Floyem Pharmaceuticals and Chemicals Limited, and NES Shipping Limited in connection with the handling and release of the affected consignments.
2. NPERA affirmed that the Charter Party Agreement relied upon during the proceedings was entered into between Ocean Vast Shipping, as Charterer, and Rich Source Logistics, as Liner.
3. Having examined the Charter Party Agreement, NPERA resolved that the USD 20,000-per-day detention charge applied strictly to the vessel Charterer and could not be transferred to or enforced against the end-consignees.
4. NES Shipping Limited was directed to immediately release all detained cargoes belonging to Floyem and Starium Detergents to prevent further accumulation of terminal storage and Port costs.
5. NES Shipping Limited was directed to complete its registration with NPERA and formally file its commercial tariff framework within one month.
6. NPERA urged all parties to maintain their business relationships while ensuring that future contracts of carriage, laytime provisions, and tariff structures comply with Nigerian Port regulations.



# PILLARS BEHIND THE SUCCESS OF COMPLAINTS UNIT

Juliana O. Saka (Ph.D)
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Hassan Aminu
Funmilola Afolabi
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Asmau Hassan Bello
Ibrahim Yahaya
Saba Muyideen Akorede
Okediya James Adedamola
Samuel Mary Oyinlola

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Arulogun Demilade
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PUZZLES

## BUSIEST PORTS OF CALL IN THE WORLD

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# NPERA PROBE FINDS DISPUTED CARGO VOLUME OVERSTATED BY 0.35 CBM IN FREIGHT BILLING CASE

## ...Secures Cargo Release
## ...Billing Discrepancy Identified in Six-Package Shipment



August 25, 2026, an independent physical joint survey conducted under the supervision of the NPERA Complaints Team established that a six-package Less than Container Load (LCL) Consignment at the centre of a Freight-Billing Dispute measured 0.75 cubic metres (CBM), contesting the 1.10 CBM applied by 3 Brothers Cargo (a China-based consolidator) to calculate total freight charges.

The investigation follows a formal complaint filed online on July 20, 2026, by the importer (Import with Martha) regarding alleged volumetric overcharge on their shipment, which carried a commercial value exceeding ₦800,000.

The Complainant disputed the billed volume, noting that the shipper's original packing list stated an estimated volume of 0.55 CBM, whereas 3 Brothers Cargo subsequently rated the cargo at 1.10 CBM. To resolve the discrepancy, the Complainant requested NPERA's regulatory intervention to perform an independent physical verification at the port of discharge (POD).

During preliminary investigation, the Case Handler, Mr. Vincent Ikechukwu (Principal Operations Officer), confirmed that 3 Brothers Cargo applied a freight rate of ₦542,000 per CBM. To mitigate demurrage risks and prevent supply chain disruption, he advised the Complainant to settle the outstanding invoice under protest to secure immediate cargo release, allowing the physical re-measurement to proceed post-delivery under NPERA's observation. The Complainant complied, remitted the payment, and took delivery of the consignment.

On Friday, August 14, 2026, acting on behalf of the Director General/CEO of the Nigerian Ports Economic Regulatory Agency, Dr. Akutah Pius Ukeyima, Esq, MON,

FCILT, the Head, Complaints Unit, Mrs. Juliana Saka (Ph.D.), dispatched a delegation comprising Mr. Vincent Ikechukwu (POO), Mr. Onumah Kevin (SOO), and Mr. Demilade Arulogun (Intern).

The delegation accompanied the Complainant to the designated cargo release facility at No. 20A Lateef Salami Street, opposite Rollace Hotel, Ajao Estate, Lagos, where an independent cargo surveyor, Miss Firdausi Jannah Muhammed, executed the physical re-measurement of all six packages.

Prior to the inspection, the Case Handler instructed Mr. Demilade Arulogun to serve a formal notification to 3 Brothers Cargo, informing the company of the complaint and inviting its representative to engage with NPERA. Mr. Arulogun proceeded to the supplied address at Lateef Salami Street, Ajao Estate (opposite Rollace Hotel). However, local inquiries revealed no business operating under the name 3 Brothers Cargo at that location. This development was documented by the Complaints Team, presenting an immediate challenge to securing the company's direct participation in the resolution process. Subsequent investigations revealed that 3 Brothers Cargo is based in China and lacks a physical business establishment at the Nigerian address provided.

The investigation identified Emma-Blessed I.K Cargo Logistics as the receiving agent (Consignee) handling inbound shipments in Nigeria on behalf of 3 Brothers Cargo. However, the precise commercial, operational, or corporate relationship between the two entities could not be conclusively established during the investigation. NPERA noted that this inter-agency relationship requires further clarification and verification from both Principal Parties.

During the joint cargo survey, each of the six outer packages comprising the shipment was individually measured by Miss Firdausi Jannah Muhammed in the presence of the Complainant, their clearing agent, and NPERA representatives.

- The recorded Package dimensions were:
- Package 1 (Box 1): 120 cm (L) × 34 cm (W) × 22 cm (H)
- Package 2 (Box 2): 83 cm (L) × 56 cm (W) × 60 cm (H)
- Package 3 (Box 3): 67 cm (L) × 46 cm (W) × 34 cm (H)
- Package 4 (Box 4): 50 cm (L) × 24 cm (W) × 50 cm (H)
- Package 5 (Box 5): 109 cm (L) × 38 cm (W) × 40 cm (H)
- Package 6 (Box 6): 182 cm (L) × 64 cm (W) × 5 cm (H)

The survey was conducted to independently verify the physical dimensions of the cargo following a discrepancy between the shipper's declared volume of approximately 0.55 CBM and the 1.10 CBM assessed by 3 Brothers Cargo. Upon joint re-measurement, NPERA established the actual cubic volume at 0.75 CBM. Applying the applicable freight rate of ₦542,000 per CBM:

- Actual Volumetric Charge: ₦406,500 (based on 0.75 CBM)
- Billed Volumetric Charge: ₦596,200 (based on 1.10 CBM)
- Freight Discrepancy: 0.35 CBM, representing an overcharge of ₦189,700

While the physical survey provides a documented basis for comparing actual cargo volume against the billed volume, it did not determine the underlying rating methodology or contractual terms used by 3 Brothers Cargo to calculate the 1.10 CBM chargeable volume. These aspects require further clarification from the Principal Parties.

To prevent further operational delays and avoid accrued demurrage or storage charges, the NPERA Complaints Team facilitated the immediate release of the Consignment to the Consignee.

The Consignee alleged that 3 Brothers Cargo had issued a notice of intent to auction the shipment failing immediate payment, while withholding the designated Port of Discharge (POD) pick-up address. NPERA's intervention secured the physical release of the cargo without prejudice to the ongoing dispute regarding freight overcharges and agency representation.

This matter highlights several critical standards in cross-border freight forwarding:

- Accurate volumetric assessment and transparent freight-rating methodologies.
- Full disclosure of applicable surcharges and designated local handling agents.
- The necessity for importers (Consignees) to retain commercial invoices, packing lists, house bills of lading (HBOL), and physical survey reports to substantiate billing disputes.

# UNILATERAL BILLING: NPERA RESOLVES FREIGHT CHARGE DISPUTE BETWEEN KIDON INTERNATIONAL AND CARDVILLE LIMITED

## .... Directs Cardville to Release Bills of Lading Within 72 Hours
## .... Register with the Agency... NPERA Tells Freight Forwarding Firm

The Nigerian Ports Economic Regulatory Agency (NPERA) has intervened in a freight charge dispute between Exporter Kidon International Agency Limited and Freight Forwarding Firm Cardville Limited, arising from an export shipment handled via Maersk Line.

The intervention followed a formal complaint received by the Agency on July 24, 2026. Kidon International alleged that it was initially quoted a contractual freight charge of USD 1,100 per container (USD 850 Ocean Freight plus USD 250 Booking/Service Charge), but was subsequently presented with a higher freight invoice after its Containers were loaded.

Kidon stated that it relied on the quotation provided by Cardville's representatives, Mrs. Adesola Ogunbona and Mr. Smith Ahiu, when committing funds to the shipment. The Exporter further alleged that the USD 250 booking deposit per container was omitted from Maersk's revised export invoice, resulting in a dispute over the additional freight liability.

Following preliminary investigations, the Complaints Unit convened a tripartite mediation, which was held at the 3rd Floor, General Services Department Meeting Room, Council Headquarters in Lagos to establish the facts and resolve the dispute. Representing the Director General/CEO, Dr. Akutah Pius Ukeyima, Esq., MON, FCILT, the Head, Complaints Unit, Mrs. Juliana Saka (Ph.D.), participating virtually, welcomed the



Parties and delegated Mrs. Funmilola Afolabi, Assistant Chief Operations Officer (ACOO), to chair the proceedings.

In her opening remarks, Mrs. Afolabi called on participants to maintain decorum. She emphasized that the Agency's intervention would be guided strictly by fairness, documentary evidence, and the facts.

The Case Handler, Mr. Vincent Ikechukwu, Principal Operations Officer (POO), summarized the complaint. He stated that Kidon was offered a freight charge of USD 1,100 per container (USD 850 Ocean Freight plus USD 250 Booking/Service Charge) on May 15, 2026, but Cardville notified the exporter of a rate increase on July 11, 2026, after the containers were loaded. The case handler also noted that additional payments had been made to Cardville in connection with the shipment.

Presenting Kidon's position, Mr. Chigozie Meshach Duru stated that initial freight terms discussed on May 4, 2026, were confirmed via WhatsApp messages and voice notes, leading to a booking on May 15, 2026. He noted that Cardville only communicated the rate increase in July, after the shipment was already underway. Mr. Duru added that upon contacting Maersk directly, the line indicated that the mid-year general rate increases (GRI) should not apply retroactively to May bookings. He maintained that any freight variance should be resolved between Cardville and the ocean carrier rather than transferred to the shipper.

In response, Mr. Smith Ahiu of Cardville Limited informed the meeting that the Exporter initially requested a booking to Haifa, Israel, noting that spot rates through other channels were as high as USD 1,850 per container. Cardville offered its service contract rate of USD 850 plus a USD 250 service fee (USD 1,100 total per container).

Mr. Ahiu explained that after a two-week delay at the origin port, the exporter requested a destination amendment (re-routing) to Ashdod, Israel. The amendment took three weeks to process due to Port congestion and operational constraints. The vessel eventually sailed on July 14, 2026, after which Maersk issued a revised invoice of approximately USD 1,400 per container. Cardville attributed the rate fluctuation to market volatility and geopolitical tensions around the Strait of Hormuz.

Cardville Chairman Mr. Ilihu Eshet, who is also Deputy National President of National Association of Government Approved Freight Forwarders (NAGAFF), added that service contract rates negotiated with ocean carriers are subject to strict validity windows and general rate adjustments (GRI/peak season surcharges). He cited geopolitical tensions, including the Iran-US standoff and operational disputes between Maersk and APM Terminals (APMT), as contributing factors to the rate adjustments.

Ms. Asmau Bello, Senior Legal Officer (SLO), asked whether the validity period of the Ocean Rate was explicitly disclosed to the shipper. Responding, Mr. Eshet, affirmed that the rate validity had been communicated via WhatsApp and that the revised Carrier rates were forwarded to the shipper two weeks after receipt.

Addressing the contractual structure, Mr. Musa Muhammad, Principal Legal Officer (PLO), outlined the legal requirements for a binding contract, including offer, acceptance, consideration, and certainty of terms.

The meeting also addressed the regulatory non-compliance of billing local shippers in foreign currency and raised concerns regarding Cardville's operating status. Mr. Eshet acknowledged that Cardville was unaware of NPERA's mandatory registration requirements for Freight Forwarding entities.

Upon reviewing the financial records, the meeting established the following:

- The disputed USD 250 charge per container was paid to Cardville in Nigerian Naira at an agreed exchange rate of ₦1,380/USD, equivalent to ₦345,000 per container (₦1,725,000 for the 5X40FT containers).
- Kidon had settled 70% of the agreed Freight Forwarding, Customs clearance, and FOB charges, leaving a 30% balance outstanding.



- Expediting Fees: A separate payment of ₦300,000 was made to Mrs. Adesola Ogunbona to expedite shipment processing.

Kidon requested that Cardville leverage its contract relationship with Maersk to apply for a freight waiver/commercial concession, or credit the USD 250 booking deposit against the freight variance. The shipper also requested relief for accrued demurrage and storage charges caused by documentation delays.

After reviewing the documentary evidence and hearing all submissions, the following resolutions were reached:
1. The Agency confirmed that an export transaction involving five (5) Containers occurred between Kidon International Agency Limited and Cardville Limited.
2. The Agency affirmed that there was inadequate and inconsistent communication regarding rate validity periods and surcharges before and during shipment.
3. The initially agreed Freight Rate was USD 1,100 per Container (USD 850 Ocean Freight plus USD 250 Service Charge).
4. The USD 250 Booking charge per Container was fully paid to Cardville in Naira at ₦1,380/USD (₦345,000 per Container; ₦1,725,000 total for 5 Containers).
5. Kidon International Agency Limited has already paid the revised Ocean Freight rate directly into Maersk Line's account for all Five Containers based on the rate applicable at the Vessel's departure (July 14, 2026).
6. Cardville Limited is advised to engage Maersk Line to seek a waiver or commercial concession on the extra freight charges on compassionate grounds, and keep the Agency updated.
7. Cardville's claim of ₦990,000.00 as outstanding forwarding fees shall be settled in accordance with the agreed 70:30 payment structure, with both Parties reconciling the account based on direct Carrier payments already made.
8. Cardville Limited is directed to ensure the immediate release of the Ocean Bills of Lading (BLs) from Maersk Line to Kidon International Agency Limited within 72 hours. Any destination Port demurrage, storage, or detention charges resulting directly from delays in releasing the BLs shall be borne entirely by Cardville Limited.
9. Cardville Limited is directed to immediately register with the Agency as a Regulated Freight Forwarding Operator in compliance with statutory provisions.
10. Both parties are advised to maintain their commercial relationship while ensuring that all future shipments are guided by transparent freight quotations, clearly defined rate validity windows, and written authorization for any supplemental charges.

ADVOCACY VISIT

# NIGERIAN PORTS ECONOMIC REGULATORY AGENCY AND NIGERIA CUSTOMS SERVICE STRENGTHEN COLLABORATION TO FACILITATE TRADE

## ...Resolve Stakeholder Complaint

In a major step towards enhancing operational efficiency and regulatory harmony within Nigeria's maritime sector, the Complaints Unit of the Nigerian Ports Economic Regulatory Agency (NPERA) conducted a high-level working visit to the Nigeria Customs Service (NCS), Apapa Area Command, on Wednesday, 19 August 2026.

Led by the Head of the Unit, Dr. Juliana Saka, the engagement focused on strengthening inter-agency cooperation, streamlining complaint resolution mechanisms, and resolving long-standing trade grievances between cargo interests and regulatory authorities.

The meeting commenced with a welcome address and introduction of the Officers of Apapa Customs Command facilitated by the Public Relations Officer (PRO), Isah Suleiman, who outlined the objectives of NPERA's visit, while Mrs. Ojo Oluwatoyin introduced the NPERA delegation.

Dr. Mrs. Juliana Saka,Head, Complaints Unit, NPERA, in her opening remarks highlighted the transition of the former Nigerian Shippers' Council into NPERA following the enactment of the NPERA Act 2026, establishing the Agency as the primary statutory economic regulator for Nigerian ports.

She reaffirmed NPERA's commitment to impartial, evidence-based mediation between service providers, shippers, and consignees to improve the ease of doing business and presented a complaint filed by Cloverleaf Shipping Limited on behalf of Messrs W. J. Bush & Co. regarding a Post-Clearance Audit (PCA) query issued on July 23, 2026, following the successful release and delivery of cargo on July 2, 2026, over alleged low valuation and documentation issues (use of an Automated Export System (AES) certificate versus standard declarations).




She further clarified that NPERA does not protect non-compliant traders involved in under-declaration, false declaration, or trade infractions, raising serious concerns regarding unauthorized container holds by agencies operating outside their primary statutory mandates. And disclosed that NPERA is compiling a four-month



empirical data set on container blockages to quantify their macroeconomic impact and advise the Federal Government accordingly.

In his introductory remarks, the Customs Area Comptroller, Apapa Command, Emmanuel Oshoba emphasized that Post-Clearance Audits (PCA) are internationally recognized risk-management tools designed to expedite cargo release at berth while reserving administrative checks for post-delivery reviews. He instructed the PCA Unit to immediately issue formal written notification to Cloverleaf Shipping Limited confirming the closure of their query and full clearance and urged external security entities, particularly the Maritime Police, to restrict interventions to verified criminal threats, noting that customs valuation and duty queries belong strictly under Customs' purview to prevent the "double jeopardy" of port users.

He also called on importers and freight agents to eliminate vague cargo descriptions to minimize manual inspections and supply chain friction.

A.P. Yunusa, Deputy Comptroller, Post-Clearance Audit (PCA), while making his contribution, explained that the query originated due to a generic line-item description ("mixture of an odoriferous substance"), which triggered valuation and revenue verification protocols. He confirmed that upon reviewing the submitted Material Safety Data Sheet (MSDS), Customs successfully verified the cargo as legitimate raw material for perfume manufacturing and that the audit review had been concluded and the case was officially closed.

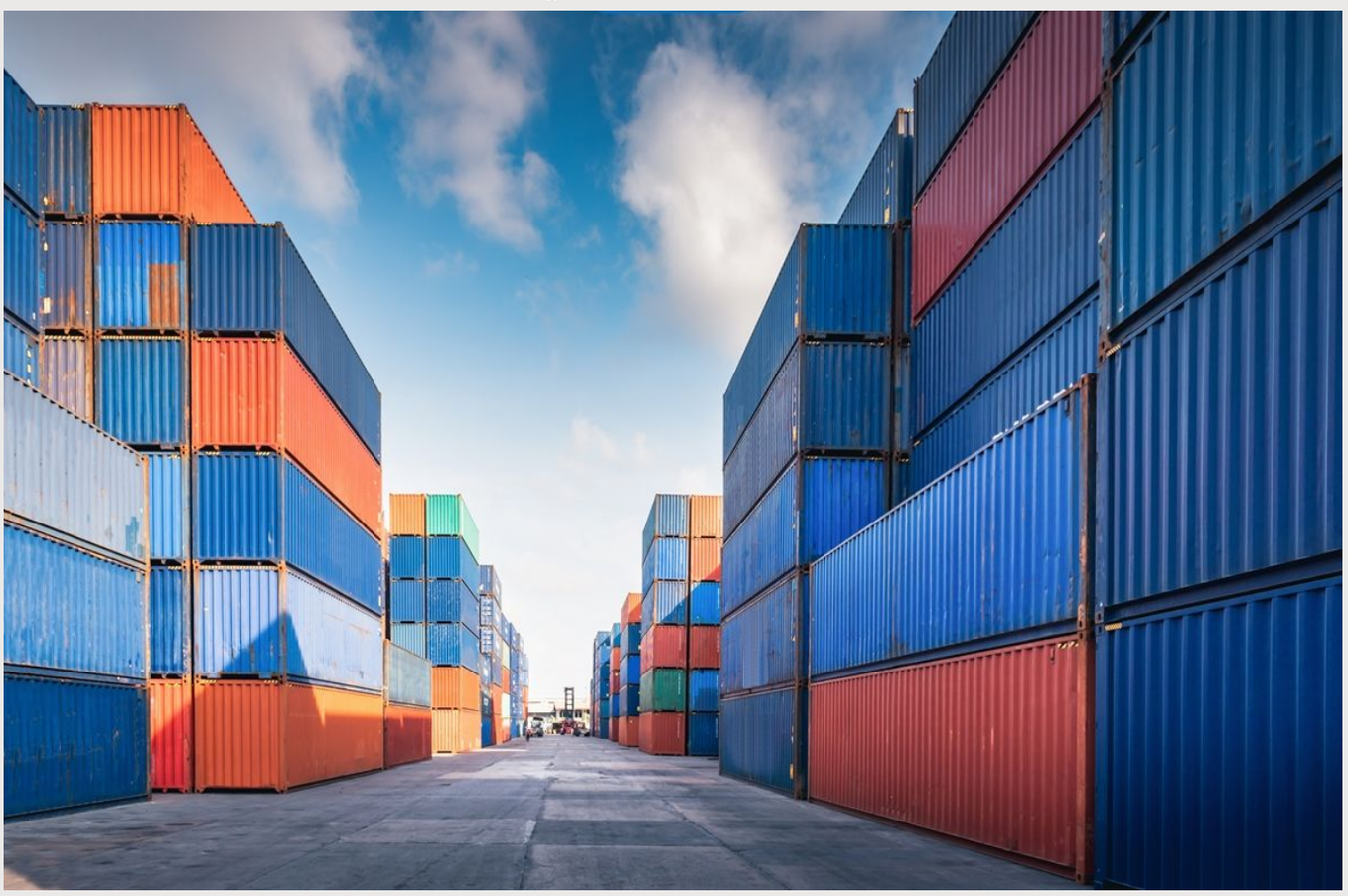
**MEETING TAKEAWAYS**

1. The PCA query against Cloverleaf Shipping Limited/Messrs W. J. Bush & Co. was formally fully resolved and closed.
2. Direct administrative instruction was given for Customs to issue official written clearance letters to affected trade parties.
3. Reaffirmation by both agencies that customs valuation, duty assessment, and post-clearance checks remain under the sole statutory domain of the Nigeria Customs Service.
4. Launch of NPERA's multi-month analytical audit into container holds to curb port congestion, demurrage accumulation, and supply chain disruptions.
5. Agreement on institutional exchange of quarterly intelligence and publications to foster transparent, long-term regulatory cooperation.

The engagement concluded with a symbolic exchange of corporate publications. Customs Area Comptroller Emmanuel Oshoba presented the Customs Newsletter to Dr. Juliana Saka, who in turn presented the NPERA Complaints Unit Newsletter. Both institutions reaffirmed their shared commitment to regulatory transparency, protection of trade investments, and the continuous improvement of Nigeria's maritime economy.

# CARGO DETENTION: NPERA RESOLVES CONTAINER LIEN DISPUTE BETWEEN VEHICLE IMPORTER AND MSC NIGERIA LIMITED

**...Saves Consignee Over N90 Million in Demurrage**
**...Orders Release of Three Laden Import Vehicle Containers**
**...More than 2,000 Containers Missing ... MSC**



The Nigerian Ports Economic Regulatory Agency (NPERA) recently resolved an Outstanding Equipment Liability dispute between Mr. Adewole Ola (the Complainant/Consignee) and MSC concerning the detention of three Containers loaded with imported used vehicles.

The mediation was held at the NPERA Headquarters, Apapa, Lagos, with representatives of both Parties in attendance. Representing the DG/CEO, Dr. Pius Akutah Esq, MON, FCILT, at the meeting was the Head, Complaints Unit, Mrs Juliana Saka (Ph.D), who welcomed participants to the meeting. She delegated Mr. Okediya James, to chair the session.

Mr. Okediya requested Mr. Saba Akorede Muyideen the case handler to present the details of the case brief. Akorede informed the meeting that the Complainant alleged that MSC Nigeria had placed a lien on three import Containers, namely MSBU7312528, MSBU7687680, and MEDU7922095, covered by Bills of Lading Nos. MEDURS252258 and MEDURS245054.

The Containers formed part of a Consignment of imported used motor vehicles with an estimated market value of approximately ₦120 million. According to the Complainant, MSC Nigeria withheld delivery of the Containers on the grounds of an alleged outstanding liability relating to Container MSCU5279698, which the Shipping Line claimed had remained unreturned since 2020. The Complainant

further contended that no demand notice, invoice, reminder, correspondence, or formal communication concerning the alleged outstanding Container was issued to him between 2020 and 2026 despite maintaining an ongoing commercial relationship with MSC throughout the period.

Mr. Timothy Momodu represented MSC Nigeria, explained that the Company had recently experienced a significant increase in Container losses and equipment-related claims, with more than 2,000 Containers reportedly remaining unaccounted for within its operational network.

MSC further informed the meeting that Container MSCU5279698, covered by Bill of Lading No. MEDUMC565949, had remained outstanding for approximately 2,001 days. According to the carrier, the depreciated replacement value of the container was assessed at USD 3,000, while accumulated detention and demurrage liabilities associated with the equipment had exceeded ₦90 million.

Mr. Tomi Olagunju and Ms. Yemisi Oyeleke from Syllabus (Freight Forwarding Firm) represented the Complainant, they stated that neither Mr. Adewole Ola nor any of his agents received any notification, invoice, demand letter, detention notice, or correspondence from MSC regarding the allegedly outstanding container from 2020 until June 2026, when the new shipment arrived and was subsequently subjected to a Carrier's lien.

Following a comprehensive review of the submissions of both parties, Bills of Lading, shipping records, operational documentation, and oral representations made during the mediation proceedings, the Agency reached the following resolutions that:

1. The Agency established that a commercial transaction existed between Mr. Adewole (Complainant) Ola and MSC Nigeria involving Container MSCU5279698 covered by Bill of Lading number MEDUMC565949.
2. The Agency confirmed that Container MSCU5279698 had originally been released by MSC Nigeria as an Import Full Container to the Consignee through Deogracia Maritime Support Services Nigeria Limited.
3. The Agency further noted that MSC Nigeria subsequently exercised a Carrier's lien by placing a hold on the Consignee's new shipment consisting of 3X40FT Containers identified as MSBU7312528, MSBU7687680, and MEDU7922095.
4. In the interest of trade facilitation, Cargo flow efficiency, and equitable dispute resolution, the Agency directed that MSC Nigeria release the detained Containers upon fulfillment of the following conditions:
a. The Complainant shall deposit the sum of USD 3,000, representing the depreciated value of the outstanding Container.
b. The Complainant shall provide MSC Nigeria with a written Letter of Indemnity (LOI) indicating the proposed timeline for the return or resolution of the outstanding container obligation.
c. NPERA shall be copied on the Letter of Indemnity for monitoring and compliance purposes.
5. NPERA emphasized that any user of Shipping Services who fails to comply with lawful directives issued by the Agency may be subjected to appropriate regulatory and industry sanctions.
6. Having considered the documentary evidence presented, the longstanding business relationship between the Parties, and the absence of evidence indicating continuous demand or recovery efforts by the Carrier over the six-year period, the Agency advised MSC Nigeria to waive all accumulated detention and demurrage charges associated with Container MSCU5279698.
7. The Complainant shall remain liable for all legitimate port, terminal, storage, shipping, and ancillary charges accruing on the newly imported shipment under detention.
8. The Agency advised Mr. Adewole Ola and all Stakeholders engaged in international trade and shipping activities to maintain proper custody of shipping documents, delivery records, equipment interchange receipts, and transaction records to facilitate efficient dispute resolution and prevent similar occurrences in the future.
9. All Parties were strongly urged to comply fully with the resolutions reached during the mediation process in order to preserve commercial relationships, ensure uninterrupted Cargo movement, and promote efficiency within Nigeria's maritime transport and logistics sector.

# NPERA RESOLVES DISPUTE OVER EMPTY DRY IMPORT CONTAINERS, SAVES IMPORTER MULTI MILLION NAIRA STORAGE CHARGE

...Enforces Approved Tariffs, Saves Consignee Over N12 Million
...Procedural Gaps Trigger Delays, Billing Discrepancies
...You Are Liable For Dwell-Time Costs ... NPERA Tells Carrier

What happens when empty containers arrive as imports, but the procedures for handling them are unfamiliar to the very stakeholders responsible for their movement? This question came to the fore during a mediation meeting convened by the Nigerian Ports Economic Regulatory Agency (NPERA) following a dispute over 9X20FT Empty Dry Import Containers and storage charges initially billed at approximately ₦31 million.

On Friday, October 9, 2026, the Nigerian Ports Economic Regulatory Agency (NPERA) convened a mediation, held at the Boardroom, NPERA Headquarters, Lagos to resolve a commercial dispute between Nexzon Krapez Integrated Resources Services Limited and some maritime service providers: Mediterranean Shipping Company (MSC), Tin-Can Island Container Terminal (TICT), and Medlog Terminal.

The dispute centered on Nine Empty 20FT Dry Import Containers covered by Bill of Lading number: MEDUWZ551211, which suffered an extended dwell time due to procedural bottlenecks, resulting in an initial disputed storage bill of approximately ₦31 million. Chaired by Mrs. Juliana Saka (Ph.D.), Head, Complaints Unit, representing the Director General/CEO of NPERA, Dr. Akutah Pius Ukeyima, Esq., MON, FCILT, stated that the Agency utilizes Alternative Dispute Resolution (ADR) mechanisms rather than resorting to litigation in court. It is the only agency statutorily empowered to intervene in maritime and commercial shipping disputes. She requested Ms. Asmau Hassan Bello (Senior Legal Officer) to brief the meeting on the case.

Ms. Bello reported that the Agency had received a complaint from Nexzon Krapez Integrated Resources Services Limited concerning delays in taking delivery of 9X20FT Empty Dry Import Containers covered by Bill of Lading number: MEDUWZ551211 and the substantial storage charges that accrued during the period. According to the Complainant, the Containers were discharged at Tin Can Island Container Terminal Ltd (TICT) on August 4, 2026. Although Apapa was stated as the port of discharge on the Bill of Lading, Mediterranean Shipping Company (MSC) initially designated the Containers for delivery to Medlog Off-Dock Terminal (Medlog).

The Complainant stated that it made repeated efforts to arrange the transfer of the Containers to Medlog but encountered difficulties arising from documentation and manifest discrepancies involving MSC, Medlog and TICT.

MSC subsequently changed the delivery arrangement and directed the Consignee to take delivery directly from TICT. However, the change could not be implemented immediately because TICT required formal confirmation from MSC. The updated Customs Manifest was eventually transmitted to TICT on September 20, 2026.



TICT subsequently issued an invoice covering storage charges from the original discharge date of August 4, to September 26, 2026, amounting to approximately ₦31 million.

The Complainant maintained that they had been ready to take delivery of the Containers throughout the period and that the prolonged dwell time resulted from circumstances beyond their control. They, therefore disputed the storage charges and requested the Agency's intervention to review the invoice and facilitate a fair resolution.

Represented by Mr. Daniel Chika Madu (General Manager) and Mr. Lawal D. Abdulmalik, the

Complainant stated that 9X20FT Containers were discharged at TICT on August 4, 2026 under a Bill of Lading specifying Apapa as the Port of discharge. Although MSC initially designated the Containers for transfer to Medlog Terminal, the transfer stalled due to manifest and documentation mismatches.

Despite early correspondence with Medlog on July 27, 2026 clarifying the empty status of the Containers, the shipment languished due to inter-agency communication gaps. After MSC redirected collection to TICT, Customs manifest updates were only finalized on September 20, 2026, after which TICT billed storage retroactively from the discharge date of August 4, 2026, totaling approximately ₦31 million. Nexzon Krapez argued it was ready to take delivery throughout and requested a review of the unmerited storage charges.

Responding on behalf of MSC, Mr. Dimeji Gbadebo, Import Manager, explained that its Contract of Carriage was fulfilled by discharging the Cargo at the designated Port on the Bill Of Lading. Because the vessel berthed at TICT, MSC initiated a terminal transposition of the manifest to Medlog to facilitate off-dock transfer, requiring Customs approval. Following back-and-forth communication with the Consignee regarding clearance bottlenecks, MSC subsequently agreed to reroute collection directly back to TICT.

While expressing regret over the customer's predicament, MSC maintained that it acted within its contractual rights regarding port-of-discharge delivery parameters, though it acknowledged that procedural coordination could have been tighter.

Mr. Dotun Akinbosotu Customer Support Manager and Ms. Merit Eshameh Customer Experience Manager who represented TICT, stated that the Containers arrived on August 4, 2026, earmarked for Medlog, and the terminal remained unaware of the Consignee's transfer challenges until receiving an email on September 15, 2026. TICT noted that storage accrues automatically under terminal tariffs until formal written instructions or updated manifests are received from the Carrier or Consignee.

TICT admitted that a recent migration to new terminal operating software caused the system to misclassify the empty Containers as full imports, inflating the initial billing. Furthermore, unapproved tariff calculations had inflated the primary storage figures.

Mr. Oluwaseun Falope Logistics Manager from Medlog clarified that processing empty imports at an Off-Dock Bonded Terminal presents unique regulatory hurdles. Unlike loaded Containers where Customs Manifests seamlessly generate duty assessments, empty Containers carry no Cargo or dutiable value. Consequently, automated systems could not process the manifest, requiring manual handling of the transire and triggering confusion among clearance officers unfamiliar with empty import workflows.

Following extensive cross-examination of Parties, the meeting established the following key findings:

- The extended dwell time and associated storage liabilities were primarily precipitated by MSC's handling of the terminal transposition and manifest updates for empty units.

· Nexzon Krapez exercised due diligence, maintained active communication, and bore no operational negligence for the delays.

· TICT's initial invoice of approximately ₦31 million was erroneous. Regulatory analysis uncovered unapproved tariff applications and software miscalculations:

· Corrected Total Storage: ₦18,146,268.00 (down from the billed ₦26,753,328.00).

· Overall Invoice Re-evaluation inclusive of other standard charges and 7.5% Value Added Tax (VAT), the legitimate total invoice value stands at approximately ₦22.29 million.

Following extensive deliberations, the Agency resolved that:

1. NPERA affirmed the validity of the shipping transaction connecting Nexzon Krapez, MSC, TICT, and Medlog.

2. The Agency formally affirmed that the delay and resulting storage accumulation of N26,753,328.00 were caused by MSC's administrative bottlenecks.

3. The Agency invalidated TICT's unapproved storage billing of ₦26,753,328.00, replacing it with the approved regulatory storage rate of ₦18,146,268.00.

4. The Agency affirmed that storage charges accrued between August 9, 2026 and September 20, 2026 (the date MSC transmitted the updated manifest to TICT) shall be fully borne by MSC.

5. TICT was directed to issue a revised invoice to the Consignee covering only the period from September 21 to September 26, 2026, to be delivered before the end of October 2026, with NPERA copied on the correspondence.

6. NPERA advised MSC to implement proactive customer notification protocols prior to stemming containers to any off-dock bonded terminals.

7. TICT was directed to immediately rectify its terminal operating software to eliminate system glitches that misclassify empty equipment and generate excessive storage charges.

8. All stakeholders were encouraged to maintain a collaborative and cooperative business relationship moving forward.

# COMMUNICATION GAP TRIGGERS ₦10.7M DEMURRAGE DISPUTE AS NPERA RESOLVES PORT OPERATIONS ROW

**...GMT Shipping Cited For Failure To Serve Arrival Notice And Clarify Terminal Transfer Details**
**...Mis-stamped Bill Of Lading by Consignee Identified As Contributing Factor To Prolonged Cargo Stay**
**...NPERA Absolves Terminal Operators Of Operational Infraction**

The Nigerian Ports Economic Regulatory Agency (NPERA) convened a meeting on Friday, October 2, 2026, held at the General Services Department Meeting Room. The meeting addressed an alleged failure of operational communication that resulted in ₦10,772,311 in terminal charges on a three-unit consignment of used Caterpillar Hydraulic Excavators.

The Complainant, Sapenicak Logistics Limited, acting on behalf of Consignee Mantrac Nigeria FZE, paid the terminal charges under protest to prevent further demurrage accumulation.

The Head, Complaints Unit, Mrs. Juliana Saka (Ph.D.), while opening the proceedings on behalf of the Director General/CEO, Dr. Akutah Pius Ukeyima, Esq., MON, FCILT. set the ground rules and urged all stakeholders to maintain civil engagement throughout the mediation. She was represented by Mr. Hassan Aminu (ACOO).

Aminu requested Mr. Kelvin Obewu (SOO) to present the summary of the complaint. Mr. Obewu outlined the core complaint: Sapenicak Logistics was initially advised by GMT Shipping Services Limited (GMT) that the Vessel would discharge across ENL Consortium and Greenview Development Nigeria Limited (GDNL). Sapenicak captured its Customs assessment using ENL as the discharge port. Following unconfirmed status updates from ENL, Sapenicak traced the Cargo to GDNL, only to discover the Consignment had been barged out to Mainland Bonded Terminal.

Sapenicak representatives Mr. Emeka Utoh and Mr. Yemi Ewi stated that GMT failed to issue a Notice of Arrival (NOA) or notify them of the change in discharge location. Mr. Ewi added that amending the Customs assessment to reflect Mainland Bonded Terminal as the exit port incurred high administrative costs and additional operational delays.

Representing GMT Shipping, Mr. Meroko Pius stated that GMT typically assigns dual discharge terminals within the Apapa Command. He noted that GMT was unaware the Cargo had been transferred to Mainland Bonded Terminal, as GMT exclusively utilizes Clarion Bonded Terminal for off-dock routing.

GDNL representatives clarified the Vessel discharge dynamics to the meeting. Mr. Yakubu Abdullahi explained that due to terminal draft constraints (13.5 meters) and capacity management, GDNL conducts pre-arrival planning meetings with Carriers and Shipping Lines. Consignments landed at GDNL are systematically transferred to Mainland Bonded Terminal under an existing off-dock agreement to prevent quayside congestion. He noted that Shipping Lines are obligated to pass these transfer details to Consignees, attributing the dispute to an internal communication lapse at GMT.

Mr. Oyename Olusegun stated that Clearing Agents carry the responsibility to monitor Vessel schedules and complete Customs documentation prior to Vessel arrival, noting that the proximity of ENL and GDNL allows for direct monitoring by diligent Agents.
Mr. Hassan Aminu concurred with the need for Agent diligence, but affirmed that the primary legal duty remains with the Carrier to issue accurate discharge information and arrival notices to the Consignee.

Highlighting Vessel operations, Mr. Olaide Fowosire, founder of Mainland Bonded Terminal, noted that GMT utilized GDNL to lighten the Vessel's draft before shifting to ENL to discharge heavier project Cargo.

Timeline of Events

- June 29, 2026: Vessel berthed at discharge port.
- July 02, 2026: Cargo transferred via barge to Mainland Bonded Terminal.
- July 07, 2026: Original Bill of Lading (BL) presented to GMT; Carrier identified a missing stamp/endorsement error by the Consignee.
- July 25, 2026: Re-stamped BL submitted and validated by Carrier's Principal.
- July 31, 2026: Transire issued for Cargo transfer.
- August 28, 2026: Final gate-out and Cargo release effected.

Following a review of the Vessel Manifests, Transire Documentation, and Party submissions, the Agency reached the following resolutions:

1. The Nigerian Ports Economic Regulatory Agency (NPERA) established that the incorrect terminal information, indicating ENL as the discharge terminal, provided by GMT Shipping Services Limited, as reflected on the release slip bearing the company's official stamp (being the Seal of Authority), contributed to the delay in taking delivery of the consignment.
2. The Agency further established that the incorrect stamping of the Bill of Lading by Mantrac Nigeria FZE, as well as the time taken to rectify the error, also contributed to the delay in taking delivery of the consignment.
3. Based on the facts established by the Agency and the respective contributions of both parties to the delay, it was resolved that the accumulated storage charges of ₦7,641,562.50, after the application of the 5% compassionate waiver granted by Mainland Bonded Terminal from the initial sum of ₦8,043,750, shall be borne by Mantrac Nigeria FZE and GMT Shipping Services Limited in the proportion of 60% and 40%, respectively. Accordingly, Mantrac Nigeria FZE shall bear 60% of the charges, amounting to ₦4,584,937.50, while GMT Shipping Services Limited shall bear the remaining 40%, amounting to ₦3,056,625.00.
4. GMT Shipping Services Limited is required to comply with this resolution by remitting the sum of ₦3,056,625.00, representing its 40% share of the apportioned storage charges, to Mantrac Nigeria FZE or its duly authorized agent on or before Wednesday, October 28th, 2026.
5. Both parties are encouraged to maintain a cordial and mutually beneficial business relationship that existed before the incident and to strengthen their communication and documentation processes to prevent a recurrence of similar disputes.



# NPERA RESOLVES CROSS-BOOKING AND BILLING DISPUTE BETWEEN ZIKANO EXPRESS GLOBAL LTD AND MAERSK LINE

**...Directs Cancellation Of ₦7.99m Disputed Invoices**

The Nigerian Ports Economic Regulatory Agency (NPERA) has resolved a fraudulent cross-booking and Billing Dispute between Zikano Express Global Limited and Maersk Line following alleged unauthorized Bookings executed through Zikano's online account with Maersk Line, resulting in disputed invoices totaling ₦7,991,858.94.

The dispute involves two shipments under Bills of Lading Numbers: 261161423 (routed from Vancouver, Canada, to Shanghai, China) and Bill of Lading Number: 261162277 (routed from Vancouver, Canada, to Malaysia). Both Bills of Lading were issued in Tema, Ghana.

A Mediation involving NPERA, Zikano Express Global Limited, and Maersk Nigeria was convened on Monday, September 21, 2026, chaired by Mr. Hassan Aminu, Assistant Chief Operations Officer, representing the Head, Complaints Unit, Mrs. Juliana Saka (Ph.D), and the Director-General/CEO of NPERA, Dr. Akutah Pius Ukeyima, Esq., MON, FCILT.

Presenting the complaint, the case handler Mr. Okediya James Adedamola stated that Zikano Global Express Limited (zikano) had reported fraudulent activity on its Maersk e-booking portal. Consequently, Zikano is seeking relief from unapproved freight charges demanded by Maersk, which amount to ₦7,127,088.39 for Bill of Lading number: 261161423 and ₦864,770.55 for Bill of Lading number:261162277.

Representing Zikano, Mr. Emmanuel Okem explained that the issue originated during a container deposit refund application. Maersk had informed Zikano that its portal account was dormant, prompting an account re-activation/upgrade process around June 2025. On February 5, 2026, Zikano discovered fraudulent bookings on the portal, notified Maersk immediately, and requested account suspension, password resets, and an investigation. On February, 9, 2026, Zikano formally disputed the unauthorized invoices, requesting cargo holds and non-release of the containers at destination ports.

By February 18, 2026, after receiving communication from Maersk Ghana, Zikano questioned why a Ghanaian office was handling a Nigerian trader's account and requested that Maersk Nigeria assume jurisdiction over the complaint. Maersk subsequently advised Zikano to submit a formal request to block the account, confirm that the Malaysia-bound cargo had not been released, and disclosed that the bookings were created under the name "Emmanuel Atuahene."

Mr. Olubiyi Ibrahim Enitan, Customer Experience Consultant for Maersk, apologized for an earlier refusal by a Maersk Canada representative to engage with the complainant, assuring the meeting that internal escalations were underway. Enitan explained that preliminary findings pointed to a cross-booking scheme originating outside Nigeria. In maritime transport, cross-booking occurs when a freight forwarder, booking agent, or third-party books cargo across different trade lanes using another company's account credentials as the Booking Party. He noted that executing such e-bookings requires valid user login credentials, emphasizing that clients must safeguard their portal access.

Addressing account vulnerabilities, Enitan stated that dormant accounts (inactive for approximately six months) are subject to deactivation and require re-validation upon email changes. Furthermore, prior to strict data privacy enforcement, Importers and Consignees often outsourced portal registration to Clearing Agents, leading to credential misuse or duplicate accounts.

Under questioning about potential security breaches. Okem revealed that Zikano had previously shared account credentials with an NYSC Corps Member to process a container deposit refund, who had since departed the firm. Enitan identified this as a probable credential compromise point, adding that communications from Maersk Ghana supported the theory that the unauthorized Cross-Booking originated from Ghana. Enitan also revealed that Maersk identified a second active online account registered under Zikano's corporate name. He advised Zikano to immediately conduct an access audit, revoke unauthorized user privileges, and reset passwords.

Responding to Mrs. Asmau Hassan Bello (Senior Legal Officer) regarding Know Your Customer (KYC) protocols, Enitan outlined Maersk's global onboarding framework via the Maersk Hub portal. Applicants must submit a Tax Clearance Certificate, a Consignee Letter of Authorization, Valid Corporate/Government Identification, and Utility Bills for address verification. Registration undergoes global vetting by Headquarters in Denmark before local review in Nigeria, and can take up to one week to process.

Addressing queries from Mr. Hassan Aminu and Mr. Kevin Obewu Onumah regarding the reactivation of written-off invoices, Enitan clarified Maersk's accounting workflow. Outstanding debts exceeding 15 days trigger an account hold, after which system ledger balances may temporarily close before reopening as "special fee" entries to reflect pending liabilities.

The meeting requested Maersk to confirm the actual booking transaction date for the ₦864,770.55 invoice, listed in the system as generated on May 5, 2026 to establish whether the booking occurred after Zikano's February 9, 2026 notification to hold cargo. Enitan committed to confirming this date.

Regarding cargo disposition, Mr. Okem questioned why the Malaysia-bound container was placed on hold while the China-bound shipment was released. Enitan acknowledged that investigations into the Shanghai Consignment remained pending and committed to providing a full report.

To resolve the dispute, Mr. Okem reaffirmed Zikano's demand for the complete cancellation and write-off of both disputed invoices totaling ₦7,991,858.94. Enitan assured the meeting that Maersk Nigeria would initiate internal approvals across its Canada, Ghana, and China regional offices to cancel the invoices, estimating a 30-day timeline. He outlined the plan of action to the meeting as follows:

- Maintain "booking cancellation" status on the primary account and block the second active account pending full investigation.
- Verify account registration email logs against Zikano's official correspondence.
- Investigate the party named Emmanuel Atuahene.
- Escalate the implementation of Two-Factor Authentication (2FA) for portal login and booking workflows to Maersk's global product team.
- Ensure cancelled invoices are permanently purged from Zikano's ledger.

Mr. Okem undertook to provide account dashboard screenshots to assist Maersk Ghana in its audit.

After extensive deliberations and thorough review of all relevant documents, the Agency reached the following resolutions that:

1. The Agency affirmed that the Vancouver-to-Malaysia and Vancouver-to-China export shipments were booked without Zikano Global Express Limited's authorization.

2. NPERA in the interest of trade facilitation and ease of doing business, urged Maersk Line to cancel both disputed invoices totaling ₦7,991,858.94.

3. Maersk was urged to conclude its multi-jurisdictional investigation regarding booking origin, entity liability, underlying transaction dates, and the circumstances surrounding the Cargo release in Shanghai.

4. Zikano Express was advised to strengthen internal digital controls, restrict portal access, reset credentials, and purge former employees from corporate user profiles.

5. Maersk was urged to audit and reconcile the duplicate account registered in Zikano's name to prevent further exposure.

6. The Agency advised Maersk Line to implement enhanced security protocols on its e-commerce platforms, including mandatory Two-Factor Authentication (2FA), to safeguard customer accounts against unauthorized third-party access.

7. The Agency directed Maersk to unblock Zikano's Global Express Limited's account once all necessary security controls are updated and investigations are concluded.

8. NPERA urged both parties to strengthen their commercial partnership, streamline cross-regional dispute escalations and maintain open communication in line with the Federal Government's policy on ease of doing business and trade facilitation.

# ANALYSIS OF STAKEHOLDERS' COMPLAINTS HANDLED FROM JULY-SEPTEMBER 2026

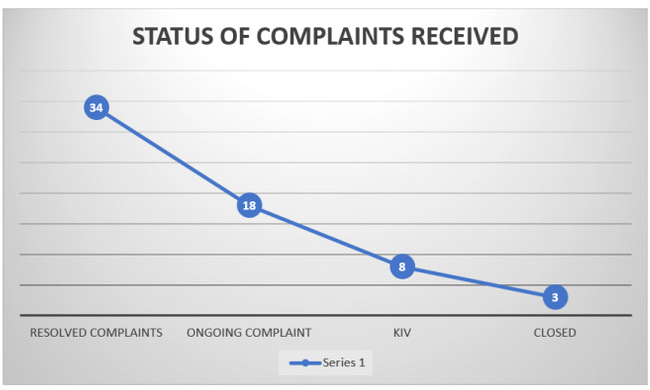
## AMOUNT SAVED/RECOVERED

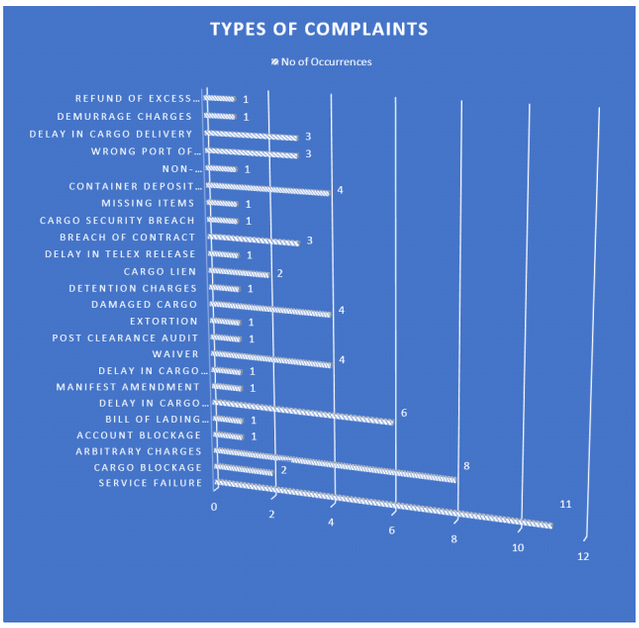
**AMOUNT SAVED IN NAIRA**

**N38,100,716.8**

**AMOUNT SAVED IN FX**

**$225,000**

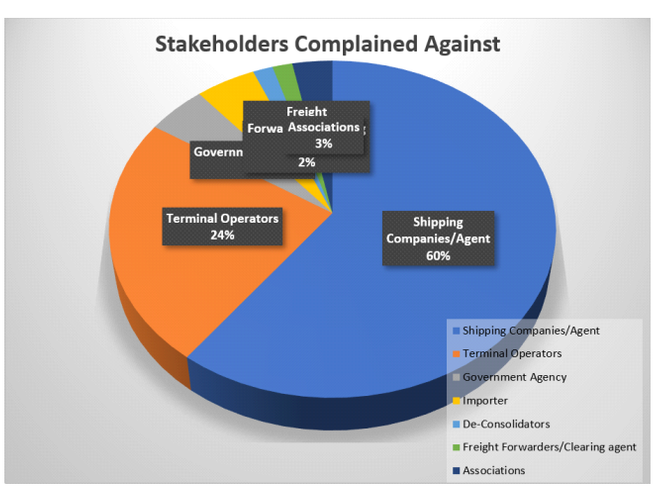



| Types Of Complaints | No. Of Occurrences | Percentage (%) |
|---|---|---|
| Service Failure | 11 | 17.46 |
| Cargo Blockage | 2 | 3.17 |
| Arbitrary Charges | 8 | 12.70 |
| Account Blockage | 1 | 1.59 |
| Bill of Lading Amendment | 1 | 1.59 |
| Delay in Cargo Examination | 6 | 9.5 |
| Manifest Amendment | 1 | 1.59 |
| Delay in cargo transfer | 1 | 1.59 |
| Waiver | 4 | 6.35 |
| Post Clearance Audit | 1 | 1.59 |
| Extortion | 1 | 1.59 |
| Damaged Cargo | 4 | 6.35 |
| Detention Charges | 1 | 1.59 |
| Cargo Lien | 2 | 3.17 |
| Delay in telex release | 1 | 1.59 |
| Breach of Contract | 3 | 4.76 |
| Cargo Security Breach | 1 | 1.59 |
| Missing Items | 1 | 1.59 |
| Container Deposit Refund | 4 | 6.35 |
| Non-Clearance/abandonment of Cargo | 1 | 1.59 |
| Wrong Port of Discharge | 3 | 4.76 |
| Delay in Cargo Delivery | 3 | 4.76 |
| Demurrage Charges | 1 | 1.59 |
| Refund of Excess Terminal Storage Charges | 1 | 1.59 |
| Total | 63 | 100.00% |

**STAKEHOLDERS COMPLAINED AGAINST**

| *S/N* | *Group Of Organizations Complained Against* | *No. Of Complaints Against* | *Percentage (%)* |
|---|---|---|---|
| *1* | *Shipping Companies/Agents* | *38* | 60.32 |
| *2* | *Terminal Operators* | *15* | 23.81 |
| *3* | *Government Agency* | *3* | 4.76 |
| *4* | *Importer* | *3* | 4.76 |
| *5* | *De-consolidators* | *1* | 1.59 |
| *6* | *Freight forwarders/Clearing agent* | *1* | *1.59* |
| *7* | *Association* | *2* | *3.17* |
| | *TOTAL* | *63* | *100.00%* |



# COMPLAINTS HANDLING: STAKEHOLDERS APPRECIATE NPERA

**LETTER OF APPRECIATION FOR YOUR INTERVENTION ON OUR COMPLAINT OF POOR COORDINATION ON BARGE LOADING OF BUA CONSIGNMENTS XNY26A171 & XNY26A217 AT SAMSUNG TERMINAL**

We refer to our complaint letter dated September 14, 2026, on the above subject, which was duly received by your office on September 15, 2026.

We wish to express our sincere appreciation to the Nigeria Port Economic Regulatory Agency for your prompt intervention and for engaging Samsung Terminal and the barge operator on the matter.

Your timely action has helped to resolve the poor coordination which led to avoidable costs of about 23 million Naira on our principal, BUA, and has ensured seamless cargo evacuation to AIB Jetty, Kirikiri thereafter.

We are grateful for your commitment to protecting shippers' interests and for upholding your mandate as the Port Economic Regulator

Please accept our profound Gratitude.

**Yours faithfully,**

**For: SAPENICAK LOGISTICS LTD.**

**EMEKA UTOH**

**APPRECIATION LETTER**

Sequel to the letter written to the above-named Port Economic Regulatory Agency in respect of the unpaid refundable container deposit by **MESSR MEDITTERANEAN SHIPPING COMPANY.**

We hereby write to thank your organization for the timely and urgent intervention that made the shipping co. refund the container deposit

Also, I would like to specifically thank the Council for following up on and monitoring the complaint letter from the day we submitted till the day the refund was paid.

Again, thanks for your immediate and timely intervention on the above subject matter.

**Yours faithfully,**

**For: JELIDA SYNERGY GLOBAL LTD.**

**MOKOBIA KENNETH (MANAGER)**

**LETTER OF APPRECIATION FOR YOUR INTERVENTION AND RELEASE OF OUR CONTAINER**

On behalf of **Jade Food & Agro Machineries,** I write to express our sincere appreciation to the Nigerian Shippers' Council for its prompt intervention and assistance regarding our complaint over the seizure and detention of our container.

We are pleased to confirm that, following your intervention, the container has now been released.

We are particularly grateful for the attention given to our complaint and the Council's commitment to facilitating the resolution of issues affecting shippers and businesses operating within Nigeria's shipping and trade environment.



Your intervention was highly appreciated and contributed significantly towards bringing the matter to a satisfactory resolution. We commend the professionalism and responsiveness demonstrated by the Nigeria Shippers' Council and its offers throughout the process.

Please accept our sincere gratitude for your support and assistance. We look forward to the continued efforts of the Nigeria Shippers' Council in protecting legitimate shipping interests and promoting fairness and efficiency within Nigeria's maritime and logistics sector.

Thank you once again for your valued intervention.

**Yours faithfully,**

**For: JADE FOOD & AGRO MACHONERIES**

**MUHAMMAD SABIQ ABDULSALAM (DIRECTOR)**

**LETTER OF APPRECIATION FOR THE RELEASE OF OUR CONSIGNMENT ON XING FROM SHIPPER'S TO NES SHIPPING LIMITED**

We, the above company, write to appreciate the Nigerian Shippers' Council for your intervention on the illegal detention of $40,000.00(Forty Thousand Dollars) from liner to NES Shipping Limited of our cargo on MV CHANG XING. This challenge could not have been resolved without your kind assistance and timely intervention.

Once again, we deeply appreciate your willingness to support individual cases. God Almighty bless each and every department and staff of your organization.

**Yours faithfully,**

**For: FLOYEM PHARMACEUTICAL & CHEMICAL LTD.**

**LETTER OF APPRECIATION**

On behalf of the management and entire team of **Starium Detergent FZE,** we wish to express our sincere appreciation and gratitude to the Complaints Department of the Shippers' Council for your prompt intervention and professional handling of the dispute between **NESS Shipping Limited and Starium Detergent FZE.**

We are particularly grateful for the swift and decisive manner in which your office addressed the matter, which could have otherwise resulted in significant financial and operational difficulties for our company.

We deeply appreciate your efforts in reviewing the circumstances surrounding the **USD 40,000.00 invoice unlawfully levied by NES Shipping Limited on our shipment,** and for ensuring the cancellation of the disputed invoice. Your timely intervention not only protected our legitimate interests but also reinforced our confidence in the Shippers' Council as an institution committed to fairness, accountability, and the protection of stakeholders within the shipping and maritime industry.

The professionalism, impartiality, and efficiency demonstrated by your team throughout the resolution process are highly commendable. Your actions have contributed greatly to the amicable resolution of the matter and have saved our company from an unjust financial burden.

Please accept our heartfelt appreciation for your excellent service and commitment to ensuring that disputes within the shipping sector are handled fairly and expeditiously.

We look forward to continued co-operation with the Shippers' Council and remain confident in your continued efforts to promote transparency, fairness, and efficiency within the industry.

Once again, **thank you for your prompt intervention and successful resolution of this matter.**

**Yours faithfully,**

**For: STARIUM DETERGENT FZE**

**OLATOMIWA OLAFARE (CORPORATE FINANCE)**

**LETTER OF APPRECIATION FOR INTERVENTION ON MAERSK LINE EMPTY CONTAINERS**

We write to express our sincere appreciation to the Nigerian Shippers' Council for your timely intervention regarding the Maersk Line empty containers previously rejected by Unity Bonded Terminal. Your professionalism and swift response facilitated an amicable resolution.

We are especially grateful to the Council for the exceptional diligence, meticulous follow-up, and unwavering integrity, which were instrumental in ensuring the containers were finally received by the terminal.

We deeply value your continued support to stakeholders and look forward to our sustained collaboration.

**Yours faithfully,**

**OMENKA ALEX (OPERATION MANAGER)**

**FOR: EAGLE SIGHT LIMITED.**

**LETTER OF APPRECIATION: SUCCESSFUL RESOLUTION OF MANIFEST DISPUTE WITH MAERSK NIGERIA FOR CARGO IN TRANSIT TO CALABAR FREE TRADE ZONE.**

We write to formally express our profound gratitude to the management and team of the Nigeria Shippers' Council (NSC) for your swift, decisive, and highly professional intervention in our recent shipping dispute with MAERSK Nigeria.

Our enterprise faced significant operational risk when Maersk Nigeria failed to upload the electronic manifest indicating that our cargo was in transit to the Calabar Free Trade Zone. This omission led to an unlawful block on our cargo release, threatening our factory operations and exposing us to unwarranted supply chain disruption.

Following our escalation, the council's regulatory intervention directed Maersk Nigeria to rectify their system omission, culminating in the successful release of our cargo. Your team's commitment to protecting the rights of port users and enforcing compliance with economic regulations has saved our organization from severe financial losses

The efficiency demonstrated by the NSC reinforces our confidence in Nigeria's maritime regulatory framework and underscores the council's vital role in facilitating ease of doing business across Nigerian ports.

Please accept our highest assurances of our esteem and continued cooperation.

Yours faithfully

FOR: **COMBINATION INDUSTRIES FZE**

**N G MIRPURI (MANAGING DIRECTOR)**

**LETTER OF APPRECIATION FOR THE RELEASE OF THE TWO (2) CONTAINERS NUMBERS BEAU51822667 AND MRKU5211740 (ALLAH ONE TRAVEL AND TOURS LIMITED) (CONSIGNEE) EX MV MAERSK CASABLANCA UNLAWFULLY AND ILLEGALLY DETAINED BY MAERSK LINE, NIGERIA WITHOUT NO VALID REASON.**

We are solicitors to ALLAH ONE TRAVEL AND TOURS SOLUTION LIMITED (The Consignee), hereinafter referred to as our client, and on whose instructions, we write this letter of appreciation to you on the above subject matter.

We wish to, on behalf of our client, inform you that it has taken delivery of the two (2) containers and that it is very grateful for the prompt response of the Council in resolving this matter promptly, and it greatly appreciates your efforts in protecting Nigerian shippers in international trade.

Thank you**.**

**Yours faithfully,**

**For: LLOYDS CHAMBERS.**

**PAUL OGEDEGBE ESQ**

**CC. ALLAH ONE TRAVEL AND TOURS SOLUTION LIMITED**

**APPRECIATION FOR ASSISTANCE IN LOADING OF 1X20FT CONTAINER NO TRHU3212466 BILL OF LADING NO. ONEYMUMG25995600 FROM SIFAX IJORA**

On behalf of AAPL Packing Solution Nigeria Ltd, we wish to express our sincere Appreciation to the Nigerian Shippers' Council for your invaluable support and intervention that leads to the successful loading of the above-mentioned container.

Your Council's prompt response, professionalism, and commitment to fairness greatly contributed to resolving the matter amicably; we deeply admire the efficiency with which the loading issue was resolved.

We would also like to specifically acknowledge and extend our heartfelt gratitude to the Council, whose exemplary professionalism, diligence, and dedicated follow-up ensure that the issue was resolved amicably.

The attention to detail and willingness to go the extra mile demonstrate dedication to duty, character, and integrity.

Thank you once again for your continued support to Shippers and stakeholders across the country.

We look forward to maintaining a positive and collaborative relationship with the Council as we continue our operations.

Yours truly,

**For: AAPL Packaging Solution Nig Ltd.**

**IGNATIUS OFOMATA**

**LETTER OF APPRECIATION**

We joyfully write to express our profound gratitude concerning the petition we wrote against **OCEAN NETWORK EXPRESS NIG LTD** on illegal calculations of the container demurrage for our container that was meant to be transferred to **DENCA BONDED TERMINAL**. To our amazement and great surprise, the Nigerian Shipper's Council took it up and made sure the money was returned.

We never knew an agency like NIGERIAN SHIPPERS' COUNCIL still exists in Nigeria, an agency that will discharge their duties without requesting gratification even after the money was recovered.

We hereby use this medium to express our immense gratitude and to urge you people, to continue the good work.

Thanks, and God bless you all.

**Yours faithfully,**

**For: KENIOD & ASSOCIATES LIMITED**

**SIR KEVIN ODIGBO (MANAGING DIRECTOR)**

**LETTER OF APPRECIATION FOR YOUR INTERVENTION IN RESOLVING ISSUES WITH NIGERIA CUSTOMS SERVICE AT THE PORT**

We write to express our sincere appreciation to the Nigeria Shipper's Council for your timely intervention in resolving the outstanding issues we had with the Nigerian Customs Service at the port regarding the clearance of our consignment – BL No. MAEU266865858 (NYPA82922).

Your prompt engagement and mediation facilitated a smooth resolution of the matter; this intervention is a clear demonstration of the Council's commitment to protecting shippers' interests and promoting trade facilitation in Nigeria.

We truly value the support and professionalism exhibited by your team during the process.

We look forward to continued collaboration with the Nigerian Shipper's Council, and we remain committed to compliant trade practices.

Please accept our profound gratitude.

**Yours faithfully.**

**For: W.J. BUSH & CO. (NIGERIA) LTD**

**S. MALAUSSENE**

**APPRECIATION FOR INTERVENTION ON THE DELAY IN TRANSFER OF OUR CONTAINERS TO PHASE 2 KLT AGL KCT TERMINAL**

We write to express our sincere appreciation to the Nigerian Shippers Council for your timely intervention regarding the delay in the transfer of our containers from Tincan to Phase 2 KLT AGL KCT Terminal. Your professionalism and swift response facilitated the transfer and delivery of our containers.

We are especially grateful to the Council for the exceptional diligence and follow-up, which was instrumental in ensuring the containers were transferred to Phase 2 KLT AGL KCT Terminal on time.

We deeply value your continued support to stakeholders and look forward to our sustained collaboration.

**Yours faithfully,**

**For. OJOMIDEJU GLOBAL CONCEPT LTD**

**APPRECIATION FOR YOUR ASSISTANCE IN RESOLVING THE OUTRAGEOUS BILL DISPUTE BETWEEN OUR COMPANY AND DIVINE GODFIRST-JECMEK & JJ LOGISTICS COMPANY**

On behalf of Multigraphic Advertising Company, we wish to express our sincere appreciation to the Nigerian Shippers' Council for your invaluable support and intervention that led to the successful reduction of outrageous bills given to our company as shipping and clearing charges by Divine Godfirst-Jecmek & JJ Logistics Company.

Your council's prompt response, professionalism, and commitment to fairness greatly contributed to resolving the matter amicably. We deeply admire the efficiency in the conduct and the clarity of communication throughout the process.

We would also like to specially acknowledge and extend our heartfelt gratitude to the Council for demonstrating exemplary professionalism, diligence, and dedicated follow-up to ensure the matter was resolved amicably. Their attention to detail and willingness to go the extra mile demonstrates dedication to duly, character and integrity.

Thank you once again for your efforts.

**Yours faithfully,**

**For: MULTIGRAPHICS ADVERTISING COMPANY**

**SHINA AMOSUN**

**APPRECIATION FOR INTERVENTION ON THE DELAY IN TRANSFER OF OUR CONTAINERS TO PHASE 2 KLT AGL KCT TERMINAL**

We write to express our sincere appreciation to the Nigerian Shippers Council for your timely intervention regarding the delay in the transfer of our containers from Tincan to Phase 2 KLT AGL KCT Terminal. Your professionalism and swift response facilitated the transfer and delivery of our containers.

We are especially grateful to the Council for the exceptional

diligence and follow-up, which was instrumental in ensuring the containers were transferred to Phase 2 KLT AGL KCT Terminal on time.

We deeply value your continued support to stakeholders and look forward to our sustained collaboration.

**Yours faithfully**

**For: ALL WORKS TOGETHER NIGERIA LTD**

**FORMAL LETTER OF APPRECIATION FOR THE COUNCIL'S MEDIATION, PROFESSIONAL INTERVENTION AND RESOLUTION OF THE DISPUTE BETWEEN KIDON INTERNATIONAL AGENCY LTD. AND CARDVILLE LIMITED**

I write on behalf of Kidon International Agency Ltd. to express our profound appreciation to the Nigerian Shippers' Council for the prompt, impartial and professional manner in which the Council received, considered and mediated our petition concerning the disputed export freight charges.

We particularly appreciate the Council's decision to convene both parties, review the documentation and hear the respective positions of the parties before reaching its resolutions. The outcome of the mediation meeting held on Thursday, 30th July 2026, demonstrates the council's commitment to fairness, transparency, orderly commercial practice and the protection of stakeholders within the Nigerian shipping industry.

We also express our specific appreciation for the council's direction regarding the release of the bills of lading within 72 hours and its clarification of the parties' respective obligations. This intervention has provided a clear and practical path toward concluding the matter and minimizing any further commercial or operational consequences.

Kidon International Agency Ltd. respectfully acknowledges and appreciates the council's efforts, time, and professional attention devoted to this matter. We remain committed to complying with the applicable resolutions and to maintaining a professional and constructive relationship with all relevant stakeholders.

Please accept our sincere gratitude and highest regards for the council's continued service to the Nigerian shipping community.

**Yours faithfully,**

**FOR: KIDON INTERNATIONAL AGENCY LTD.**

**MR CHIGOZIE MESHACH DURU (AUTHORIZED REPRESENTATIVE)**

**APPRECIATION LETTER**

Dear Sir/Madam,

We write to sincerely appreciate the Nigerian Shippers' Council for its timely intervention and attention to our complaint regarding the prolonged delay in the delivery of our container by Mediterranean Shipping Company (MSC).

Our container was delivered to MSC on 4 April 2026, but despite several follow-up emails, telephone calls, and other efforts to secure its release and delivery, the container was not delivered to us until June 2026.

We subsequently escalated the matter and copied the Nigerian Shippers' Council on our correspondence.

We are pleased to confirm that the container was eventually delivered, although the process was considerably delayed. We appreciate the Council for taking an interest in the matter and for its role in supporting shippers and promoting efficiency within Nigeria's shipping and logistics sector. We are grateful for the Council's commitment to protecting the interests of Nigerian shippers and ensuring that complaints such as ours receive the necessary attention.

Thank you once again for your support and intervention.

**Yours faithfully,**

**For: Bridge Gates Nigeria Limited**

**OLUSOLA AWOSOLA (MD/CEO)**

**LETTER OF APPRECIATION FOR INTERVENTION ON MAERSK LINE EMPTY CONTAINER RETURN ISSUES**

On behalf of SAPENICAK LOGISTICS LTD, I write to sincerely thank the Nigeria Shippers Council for your timely and decisive intervention regarding the challenges we faced with Maersk Line on empty container return issues.

For some time, our members/customers have experienced significant difficulties with container demurrage charges, late acceptance of empty containers at designated depots, and inconsistencies in return procedures. These issues were not only causing financial losses but also operational delays across our supply chain.

We are deeply grateful that upon our complaint to the Council, your team immediately engaged Maersk Line and relevant stakeholders. Your mediation led to prompt resolution, clearer guidelines on empty returns, and relief from unwarranted charges.

Your intervention demonstrates NSC's commitment to protecting shippers' interests and ensuring a fair, efficient, and transparent maritime trade environment in Nigeria. It has restored confidence and reduced the cost of doing business for us.

Please accept our heartfelt appreciation for your responsiveness, professionalism, and dedication to duty. We commend the leadership of the Council and the entire team that worked on this matter.

We look forward to continued collaboration with the Nigeria Shippers Council as we work together to improve ease of doing business in the shipping and logistics sector.

Once again, thank you for standing with shippers.

**Yours faithfully,**

**For: SAPENICAK LOGISTICS LTD**

**EMEKA UTOH**

**LETTER OF APPRECIATION FOR UNBIASED RESOLUTION OF COMTUA'S PETITION AGAINST AMATO OVER EXTORTION OF OUR MEMBERS AND REQUEST FOR RESOLUTION OF SECOND LEG AGAINST ZAMMAK TERMINAL**

We write on behalf of the Council of Maritime Transport

Unions and Associations [COMTUA] to express our profound appreciation to your highly esteemed Agency for the prompt, professional, and unbiased manner in which you handled our petition against the Association of Maritime Truck Owners [AMATO] over the extortion of N300,000 from two of our members at Zarmmak Terminal. At the tripartite mediation meeting held on 16th September, 2026, involving NPERA, COMTUA and AMATO, your team demonstrated a high level of regulatory maturity. Despite the attempt by the representative of AMATO, Mr. Seyi Modecai, to divert attention with issues of locus standi and unfounded allegations of bias, an allegation he later withdrew and apologized openly.

Your mediation team remained focused on the substance of the matter, which is extortion. We particularly commend the resolution ordering AMATO to refund the N300,000 to our members on or before 21st September, 2026, and to submit proof of refund to the Agency.

However, we look forward to the enforcement of this resolution. As you know, compliance in our industry is not always voluntary. We humbly request that the Agency ensures that AMATO complies within the stipulated time and that appropriate sanctions are meted out if they fail to comply, to serve as a deterrent to others.

Furthermore, we wish to passionately plead with the Agency to look into the second leg of our petition, which borders on our demand from Zarmmak Terminal on the illegal detention of our trucks, which led to the extortion in the first place. The terminal detained our trucks for days without justifiable reason, creating the environment for AMATO to extort our drivers who were desperate to exit. We believe that if the issue of indiscriminate detention by terminals is resolved, extortion by touts will reduce drastically. We have implicit confidence in the leadership of NPERA under your watch and believe you will entrench sanity and economic regulation in the port as envisaged by the Federal Government.

Thank you once again for standing with truth and for truckers.

**Yours faithfully,**

**For: Council of Maritime Transport Unions and Associations (COMTUA)**

**PRINCE ADEYINKA AROYEWUN (NATIONAL PRESIDENT)**

**AUGUSTINE ERHABOR (NATIONAL SECRETARY)**

**LETTER OF APPRECIATION AND PROFOUND RESPECT FOR YOUR INTERVENTION IN THE DEMURRAGE MATTER BETWEEN ALHUMAIDI GLOBAL IMPEX LTD AND PIL SHIPPING COMPANY**

Dear Sir/Madam,

On behalf of the management and entire team of Alhumaidi Global Impex Ltd, we wish to express our profound appreciation and sincere respect to the Nigerian Shippers' Council for your timely and commendable intervention in the matter between our company and PIL Shipping Company concerning the accumulated demurrage on our different consignments.

We particularly appreciate the efforts of the entire Council in facilitating discussions and providing the necessary intervention that resulted in a 46% waiver of the demurrage charges applicable to the affected consignments, from three million to five hundred and eighty-eight thousand naira only.

This intervention has provided significant relief to our company and has demonstrated the Council's commitment to protecting the interests of shippers, promoting fairness within the shipping industry, and encouraging constructive engagement between stakeholders.

We sincerely commend the professionalism, dedication, and responsiveness demonstrated by the officials of the Nigerian Shippers' Council throughout the intervention process. Your efforts have not only helped resolve a difficult commercial matter but have also strengthened our confidence in the important role played by the Council in supporting Nigerian importers, exporters, and other stakeholders within the maritime sector.

Alhumaidi Global Impex Ltd remains grateful for your valuable assistance and wishes to assure the Council of our continued respect and cooperation. We look forward to maintaining a cordial relationship with the Nigerian Shippers' Council and contributing positively to the development of Nigeria's maritime and shipping industry.

Once again, please accept our heartfelt appreciation and highest regards for your intervention and support.

**Yours faithfully,**

**For: ALHUMAIDI GLOBAL IMPEX LTD**

**AHMAD SANI (MANAGING DIRECTOR)**

**Appreciation for Your Intervention – BL No. HLCUDUR260512403**

Dear Sir/Madam,

We wish to sincerely appreciate the Nigerian Shippers' Council for your prompt attention and intervention regarding the difficulties encountered in connection with BL No. HLCUDUR260512403, particularly the challenges experienced in returning the empty container.

Your timely intervention, guidance, and efforts toward resolving the matter are highly appreciated. Your commitment to protecting the interests of shippers and ensuring fairness and efficiency within the Nigerian maritime industry is commendable.

We are grateful for the support and professionalism demonstrated by the Council throughout the process. Your intervention has contributed significantly to addressing the situation and reducing the difficulties faced by us.

Once again, we sincerely appreciate the Nigerian Shippers' Council for your assistance and continued commitment to improving the ease of doing business in the Nigerian maritime sector.

Thank you for your valuable support.

**Yours faithfully,**

**ARILEGBE IBRAHIM**

**FOR: EAGLESIGHT LIMITED**



NIGERIAN PORTS ECONOMIC REGULATORY AGENCY

npera

We are committed to promoting fair treatment, better service delivery, and the timely resolution of commercial disputes in the Nigerian port sector.

## OUR OFFICES ARE SPREAD ACROSS THE NATION

## Zonal Addresses

**North-Central Coordinating Office:**
Opposite Federal Government College
Zaria Road, Jos. Plateau State,

**North-East Coordinating Office:**
5 Ahmad Abdulkadir Road,
(Bank Road), Bauchi, Bauchi State.

**North-West Coordinating Office;**
79 Bajekoli Street, Beside Shagalinku
Restaurant, Zoo Road, Kano, Kano State.

**South-South Coordinating Office:**
38, King Perekule, GRA Phase II,
Port Harcourt, Rivers State.

**South-East Coordinating Office:**
25 Aba/Owerri Road,
Aba, Abia State.

**South-West Coordinating Office:**
16B, His Grace Building, Opp. Oando
Filling Station, Mokola Hill, Mokola
Ibadan, Oyo State.

**Abuja Liaison Office:**
Shippers Plaza, 438,
Michael Okpara Way,
Wuse Zone 5, Abuja, FCT.

## NOTICE TO ALL STAKEHOLDERS: GRATIFICATION? NO, WE APPRECIATE



The Complaints Unit of Nigerian Ports Economic Regulatory Agency have pledged to adhere strictly to our organization's policy of neither asking nor taking gift in the course of resolving Stakeholders' complaints. Kindly assist us by **NOT** seeking to influence our complaint handlers with your favours. We need only Letter of Appreciation to be forwarded through the Office of the Director General, Nigerian Ports Economic Regulatory Agency . However, in a situation where gratification is pressed on the Complaint Handlers, they are to declare it to the Management.Our passion is to resolve complaints fairly without inducement from Stakeholders.

Please, report anyone who engages in unethical conduct. Send an SMS or call; 08023465108, 08053030010 , 07040955718. Whatsapp - 08023465108
or email to: complaints@shipperscouncil.gov.ng




"We never knew an agency like Nigerian Ports Economic Regulatory Agency still exists in Nigeria, an agency that will discharge their duties without requesting gratification even after the money was recovered."

**SIR KEVIN ODIGBO**
**MANAGING DIRECTOR**
**KENIOD & ASSOCIATES LIMITED**

Comments should be sent to: complaints@shipperscouncil.gov.ng, jsaka@shipperscouncil.gov.ng