



## HIGH COURT OF AUSTRALIA

13 May 2026

CSL AUSTRALIA PTY LTD ACN 080 378 614 v TASMANIAN PORTS CORPORATION PTY LTD ACN 114 161 938 & ORS  
[2026] HCA 15

Today, the High Court dismissed an appeal from the Full Court of the Federal Court of Australia. The appeal concerned whether the appellant, CSL Australia Pty Ltd ("CSL"), was entitled to limit its liability in respect of certain claims in accordance with the provisions of the Convention on Limitation of Liability for Maritime Claims (1976) (as amended) ("the Convention") as referred to in s 6 of the *Limitation of Liability for Maritime Claims Act 1989* (Cth) ("the Act").

CSL was the owner and operator of a bulk cement carrier, which crashed into two tugs and the wharf at which the tugs were moored in the Port of Devonport, Tasmania, in 2022. The tugs sank, causing diesel fuel and other hydrocarbons to escape into the river. The first respondent, Tasmanian Ports Corporation Pty Ltd ("TasPorts"), the owner and operator of the tugs and the wharf, sued CSL for damages, including for "costs of and associated with the containment, removal and disposal of hydrocarbons, and the removal and disposal of the tugs" ("the para 22(e) claims").

CSL commenced a separate proceeding seeking, among other things, a declaration that it was entitled to limit its liability, including in respect of the para 22(e) claims, in accordance with the provisions of the Convention and s 6 of the Act. TasPorts contended that CSL could not limit its liability in respect of the para 22(e) claims because those claims were within the scope of Art 2(1)(d) of the Convention which, as reflected in s 6 of the Act, Australia had excluded from application by exercise of its right of reservation under Art 18(1) of the Convention. CSL contended that it did not matter if the para 22(e) claims were within Art 2(1)(d) of the Convention because those claims were also within Art 2(1)(a) of the Convention which meant that they were limitable.

The primary judge in the Federal Court of Australia held that the para 22(e) claims, being claims within the scope of Art 2(1)(a) of the Convention, were limitable irrespective of the fact that those claims were also within the scope of the disapplied Art 2(1)(d) of the Convention. The Full Court allowed TasPorts' appeal and held that the para 22(e) claims, being claims within the scope of the disapplied Art 2(1)(d) of the Convention, were not limitable irrespective of the fact that those claims were also within the scope of Art 2(1)(a) of the Convention.

The High Court unanimously dismissed the appeal. The Court found that where a State exercises the power in Art 18(1) of the Convention and excludes from application Art 2(1)(d), that State relevantly excludes from limitation all claims within the terms of Art 2(1)(d) irrespective of whether those claims might otherwise be limitable under other sub-paragraphs of Art 2(1).

*This statement is not intended to be a substitute for the reasons of the High Court or to be used in any later consideration of the Court's reasons.*