

**The Multimodal Transport Law**  
**(The Pyidaungsu Hluttaw Law No. 3, 2014)**  
**(The 1st Waxing Day of Tabodwe, 1375 M.E.)**  
**(31 January, 2014)**

The Pyidaungsu Hluttaw hereby enacts this Law:

**Chapter I**

**Title, Enforcement and Definitions**

1. (a) This Law shall be called **the Multimodal Transport Law**.  
(b) This Law shall come into force commencing from the date stipulated by the President by notification.
2. The following expressions contained in this Law shall have the meanings given hereunder:
  - (a) **Union Government** means the Union Government of the Republic of the Union of Myanmar;
  - (b) **Multimodal Transport** means the transport from any region of a country to the prescribed region of other country through at least two modes of transport operator in taking responsibility of goods under the multimodal transport contract;
  - (c) **Mode of transport** means the modes that carriage of goods by road, railway, inland, waterway, seaway or airway;
  - (d) **Multimodal transport operator** means a person who concludes the Multimodal Transport Contract by himself or by agent, and who is responsible to execute the contract by himself not as an agent of consignor or consignee;
  - (e) **Carrier** means a person who operates or undertakes to operate the whole, or part of transport, by road, railway, inland waterway, seaway, airway or any other way whether he operates it exactly as the multimodal transport operator or not;
  - (f) **Consignor** means the person who concludes the multimodal transport contract with the multimodal transport operator;
  - (g) **Consignee** means a person who is entitled to receive the goods mentioned in the Multimodal Transport Document from the multimodal transport operator;

- (h) **Multimodal Transport document** means the evident document of the multimodal contract issued to the consignor that the multimodal transport operator takes responsibility for delivery of goods in accord with the terms of contract and he also undertakes for the goods;
- (i) **Delivery goods** means any of the followings:
- (i) the handing over of the goods to the consignee,
  - (ii) the placing of the goods by the arrangement of the consignee in accord with the multimodal transport contract or by the law or custom of the applicable Trade Law at the place of delivery,
  - (iii) the handing over of the goods to a person who is being handed over or other person to pursuant to the law or regulations applicable at the place of delivery.
- (j) **Special Drawing Right Unit** means a monetary system specifically prescribed for drawing by the rules issued under this Law in accord with the definition of the special drawing right unit as defined by the international Monetary Fund;
- (k) **Goods** includes living animals, container, pallets, or any movable property carried by similar tool which are carried or to be carried whether it is packed or not.
- (l) **“Packed Goods”** means any unit of goods which is countable as one bag, one quarter, one part, one drum, one roll, one basket, one bail, one bundle, one packet, one box or any other usage of unit one packet, one box or any other usage of unit for each of goods and which can be carried for each of them separately;
- (m) **“Signed Letter”** means the signed Letter and contains making by, telegram, telex, fax or prints, records, or restate or transmits messages by mechanic, or electronic or any other instrument or equipment for such purposes;
- (n) **Registration Certificate** means registration certificate of multimodal transport operator or of agent issued under this Law;
- (o) **Contract** means a contract which is undertaken and concluded to delivery goods or to implement such performance as per mode of international multimodal transport by taking transport charge by the multimodal transport operator;
- (p) **Central Body** means the Central Body for Multimodal transport of goods formed under this Law;
- (q) **Ministry** means the Ministry of Transport of the Union Government;
- (r) **Registrar** means the Director General of the Department of Transport or the authorized officer assigned by the Director General to perform the duties of Registrar.

## Chapter II

### Objectives

3. The objectives of this Law are as follows:

- (a) to implement the provisions contained in international convention and promises contained in regional agreement related to the multimodal transport;
- (b) to support the development of commercial business systematically through the cooperation and coordination of multimodal transport operators in land and at abroad;
- (c) to cause more development of, effective and fast multimodal transport services to fulfill the requirements of international trade;
- (d) to perform operation by the multimodal transport operators in accord with the terms and conditions by registering under this Law;
- (e) to enable to enjoy fair interests between users and operators in multimodal transport services and to settle the problems peacefully arising thereof;
- (f) to reduce and free from difficulties and problems in every step in transporting goods through intermediary countries by formal method and to facilitate the transport of goods more quickly.

## Chapter III

### Application

4. This Law shall be applied to the followings:

- (a) Multimodal transport operators who have registered and obtained the registration certificate at the Central Body under this Law;
- (b) To settle compensation claimed under civil action by the multimodal transport operator as per contrast the contrast of;
  - (i) the place of accepting goods by taking responsibility to transport it under the contract is in Myanmar and the place for delivery of goods is in another contracting country; or
  - (ii) the place for delivery of the goods in Myanmar, and the place of accepting goods by taking responsibility to transport it under the contrast is in another contracting country;

5. The expression “multimodal transport”, “multimodal transport operator”, “Contract” and “multimodal transport document” used in this Law shall be deemed as the usage that has international or regional nature.

#### Chapter IV

##### Formation of Central Body for Multimodal Transport of Goods and Duties and Functions thereof

6. The Ministry shall, in respect of multimodal transport operation, form the Central Body for Multimodal Transport of Goods comprising suitable persons and experts from relevant government departments, organization and private organization with the approval of the Union Government in order to implement the provisions contained in this Law, and to collaborate and supervise with the relevant organizations, individuals from local and abroad.
7. The Ministry:
- (a) shall assign duty to a personnel of Union level from the Ministry as chairman and to the Director General of the Department of Transport as secretary in forming the Central Body as per section 6.
  - (b) may also form and assign Vice-Chairman and Joint Secretary in forming the Central Body.
  - (c) may reform the Central Body as may be necessary with the approval of the Union Government.
8. Duties and Functions of the Central Body are as follows:
- (a) guiding and supervising to relevant departments, organizations and persons, and multimodal transport operators, and submitting advices to the Ministry in order to implement successfully the objectives and provisions of this law;
  - (b) coordinating with the authorities, or organizations, persons and multimodal transport operators, carriers, consignors and consignees from local and abroad in order to facilitate the multimodal transport;
  - (c) issuing registration certificate, by prescribing the terms and conditions, to the multimodal transport operators;
  - (d) passing administrative orders under section 43 to the persons who violates any prohibitions contained in this law and rules, notification and orders issued under this Law or any terms and conditions of registration certificate;
  - (e) inspecting as may be necessary whether or not carriers, multimodal transport operators and users abide by this Law and rules, notifications, order, directives and procedures issued under this Law, and

term and conditions of the registration certificate. In order to do so, assigning duties to inspect team comprising with the member of Central Body or a suitable person;

- (f) issuing licence or permission, by determining terms and conditions, for logistics services, and international transport services and training relating to multimodal transport, and supervising them;
- (g) appointing required government service personnel in accord with the organization set-up in order to support in carrying out the functions and duties of the Central Body;
- (h) submitting reports on the performance of the Central Body in accord with the stipulations to the Ministry;
- (i) performing other duties as are assigned from time to time by the Ministry for the purpose of this Law.

## Chapter V

### Registration

- 9. (a) The person desirous of operating or operating multimodal transport business as multimodal transport operator or as agent of multimodal transport operator who has obtained registration certificate from any foreign country which is the member of international convention or regional agreement relating to multimodal transport in which the State is a member shall apply to the Central Body to obtain the registration certificate in accord with the stipulation.
  - (b) The Central Body may allow or deny to issue registration certificate after scrutinizing the applications submitted under sub-section (a) in accord with the stipulations.
  - (c) The Registrar shall, when the Central Body allows under sub-section (b), cause the applicant to pay the prescribed registration fees, and issue registration certificate with terms and conditions stipulated to the applicant.
- 10. (a) The multimodal transport operator who wishes to continue to work the multimodal transport business shall, if the term of the registration expires, apply to the Central Body to renew the registration certificate in accord with the stipulations.
  - (b) The Registrar shall, when it is allowed after scrutinizing the application under sub-section (a) by the Central Body, cause the applicant to pay the prescribed fees, renew the registration term in accord with the stipulated terms and conditions.

## Chapter VI

### Issuance of Multimodal Transport Document

11. The Multimodal transport operator shall, when he receives goods to transport it by taking responsibility under the contract, mention as the choice of the consignor that multimodal transport document is either transportable or non-transportable and then issue the multimodal transport document to the consignor.
12. The multimodal transport operator or a person authorized by him shall sign on the document issued as per section 11.
13. The following particulars shall be included in multimodal transport document:
  - (a) the general nature of the goods; the marks necessary for the identification of the goods; and the required logo, statement, if the goods are fragile or dangerous the number of packages or pieces; and the total weight, amount or number of goods expressed by other means provided by the consignor.;
  - (b) the apparent condition of the goods;
  - (c) name of business and the address of the base of multimodal transport operator;
  - (d) the name of the consignor;
  - (e) the name of consignee, given by the consignor;
  - (f) the place and date of receiving goods to transport it of the by taking responsibility by the multimodal transport operator under the contract;
  - (g) the place of delivery of the goods;
  - (h) the place, date or period of delivery of the goods if the parties mention such place, date or period expressly;
  - (i) a statement indicating whether the multimodal transport document is transferable or non-transferable;
  - (j) the place and date of issuance of the multimodal transport document;
  - (k) the signature of the multimodal transport operator or of a person empowered authority by him;
  - (l) freight charge for each mode of transportation or freight charges including kind of charges to be paid by the consignee or other indication to be paid for transportation by him as agreed if the contracting parties agreed expressly;
  - (m) the transportation route, modes of transport and places of transshipment known at the time of issuance of the multimodal transport document;
  - (n) other statement which is not contrary to the existing laws agreed by the parties.

14. The validity of the multimodal transport document shall not be affected if it is in conformity with the definition of multimodal transport document contained in sub-section (h) of section 2 of particulars contained in section 13 are not included on the multimodal transport document.
15. (a) The multimodal transport document shall be obvious evident document if the descriptions such as weight, tonnage and way of counting, container use by the deliver or other expressions likewise which are printed or reimprinted on the multimodal transport document are not against concerning goods received and taken responsibility by the multimodal transport operator.
- (b) The evidences submitted against in respect of such multimodal transport document shall, if the consignee has already acknowledge or received in good faith when the multimodal transport document is delivered to the consignee or exchange by electronic data similarly, not be accepted.

## Chapter VII

### Duties and Liabilities of the Multimodal Transport Operator

16. The multimodal transport operator is liable for the goods until the goods are transferred and delivered under the agreement commencing from the time of receiving the goods to deliver it by taking responsibility by him.
17. The multimodal transport operator shall be liable as his own acts and failure for the acts and failure of his servants or agent. During serving his duties or for the acts and failure of the said person in carrying out under contract concluded again with any other person.
18. In carrying out the following acts to ensure the delivery of goods, the multimodal transport operator shall:
- (a) when the multimodal transport document has been issued through a form:
- (i) if it is mentioned “to deliver to the person who keeps in possession”, goods shall be delivered to the person who gives an original copy of transport document;
  - (ii) if it is mentioned “to deliver to the receiver of order, goods shall be delivered to the person who gives an original copy of transport document duly endorsed;
  - (iii) if it is mentioned “to transfer to” in blank without the name of the person to be delivered, it shall be carried out in accord with the provision contained in clause (2);
- (b) After issuing the multimodal transport document in an non-transferable form:

- (i) if it is mentioned "to deliver to the addressee, goods shall be delivered to the person who gives an original copy of transport document if it can be proved about him;
  - (ii) if it is proved that he is the consignee on such evident document, it shall be issued to that person;
  - (c) when the multimodal transport document has not been issued, goods shall be delivered to a person instructed by the consignor or a person who has acquired the consignor's or the consignee's rights under the multimodal transport contract.
19. (a) The multimodal transport operator shall be liable for any loss resulting from loss of or damage to the goods, as well as loss resulting from delay in delivery, in taking responsibility by himself or in carrying out by his staff, agent or any other person contained in section 17 commencing from the date of receiving goods to deliver it under the contract if he is not able to submit an evident document that he himself or his staff, agent or any other person is not responsible for such loss or damage of goods or delay in delivery of goods.
- (b) The multimodal transport operator shall not be liable for loss due to delay in delivery of goods if the multimodal transport operator has accepted the goods without the consignor has made a declaration in respect of the time to be delivered for the goods.
20. If the goods are not delivered within the time expressly agreed, the day subsequent to the date of the expiration of agreement or if the multimodal transport operator has not delivered within the reasonable time according to the circumstances in the case of absence of agreement, the day subsequent to the date of the expiration of the reasonable time shall be determined as the date of the occurrence of delay in delivery of goods.
21. If the goods have not been delivered within 90 days from the date determined that there is delay to deliver goods under section 20, any person entitled to claim the goods may, in the absence of evidence to the contrary, treat the goods as lost.
22. Notwithstanding the provisions of section 19, the multimodal transport operator shall not be liable for loss, damage or delay in delivery of goods if he proves that one or more of the following circumstances arise within the period for delivery of goods:
- (a) act or negligence of the consignor, the consignee or person who operates, on behalf of him or a agent;
  - (b) insufficiency or weakness in packaging, labeling or numbering of the goods;

- (c) handling, loading, unloading, storage of goods by the consignor, the consignee or person who operates on behalf of him or agent;
  - (d) natural defect or unnoticeable defect of the goods;
  - (e) demonstration by assembly of relevant workers, lockout, or stoppage, restraints not to work the whole or partly of work;
  - (f) arise of natural disaster or occurrence of force majeure.
23. The multimodal transport operator shall not, in addition to the conditions contained in section 22, be liable for loss damage or delay in delivery of goods in transporting goods by sea or inland waterways if any of the following arises:
- (a) act with intention or negligence or failure of the master of ship, seaman, navigator or staff of carries;
  - (b) fire which is not related to the carrier;
  - (c) unseaworthiness and unfulfillment of requirement of ship during the stipulated waterway after the multimodal transport operator had proved that the ship use at the beginning of the water way is seaworthy and fulfill for requirement for the trip.
24. In Assessing compensation for loss of or damage to the goods, it shall be based on the value of such goods at the place and time of delivery of the goods to the consignee or on the value of goods at the place and time of delivery of goods, in accord with the multimodal transport contract.
25. The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price, or if there are no commodity exchange price and current market price, by reference to the normal value of goods of the same kind and quality.

## Chapter VIII

### Limitation of Liability of the Multimodal Transport Operator

26. Unless the nature and value of the goods have been declared by the consignor before the goods have been taken in charge by the multimodal transport operator and the such information is not included in the multimodal transport document, the multimodal transport operator shall not be liable to compensate for an amount exceeding the amount of special drawing unit to be paid for the maximum compensation imposed by rules issued under this Law for each package or for the gross weight of the lost or damaged goods based on the international convention or the regional agreement related to multimodal transport.

27. Where a container and pallet are loaded with more than one package or unit, the package or other shipping units listed in the multimodal transport document shall be deemed as packages or shipping units. Except aforesaid, such article of transport shall be deemed as a package or a unit.
28. Notwithstanding the provision of sections 26 and 27, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the multimodal transport operator shall not exceed the amount of special drawing unit stipulated by the rules issued under this Law for the gross weight of the lost or damaged goods the international convention or the regional agreement related to multimodal transport.
29. When the loss or damage of goods is occurred during the period of transport by a particular mode of multimodal transport, the limitation of liability to compensate of multimodal transport operator for such loss or damage shall be as prescribed under this Law based on the convention and regional agreement if the limitation of liability is prescribed in the international convention or regional agreement relating to the multimodal transport and the contract is concluded for such mode of particular transport.
30. If the multimodal transport operator is liable for loss due to delay in issuing goods or consequential loss other than loss of or damage to the goods, his liability shall not exceed the amount equivalent to the freight under the multimodal transport contract.
31. The aggregate liability of the multimodal transport operator shall not exceed liability to compensate for total loss of the goods.
32. The multimodal transport operator is not entitle to enjoy the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery of goods resulted from a personnel act or omission of the multimodal transport operator to cause such loss, damage or delay as such intentionally or negligently.

## Chapter IX

### Responsibility and Liability of Consignor

33. The consignor shall be deemed that he has guaranteed that all particulars of the nature of the goods, their marks, numbers, weight, volume and quantity and statement of the dangerous character of the goods are accurate as described by himself or by the person who operates on behalf of him to be included them in the multimodal transport document at the commencing time of taking responsibility by the multimodal transport operator.

34. The consignor shall put label, tag or sticker showing danger on dangerous goods in accord with the stipulations.
35. If the consignor hand over dangerous goods to the multimodal transport operator or any person who carries out behalf or any agent the consignor shall inform him the dangerous character of the goods, and, if necessary, the precautions to be taken. If the consignor fails to do so and the multimodal transport operator does not otherwise have knowledge of their dangerous character:
- (a) the consignor shall be liable to the multimodal transport operator for all loss resulting from transport such goods;
  - (b) the multimodal transport or the person who carries out on behalf of him may unload, destroy or consign goods not to cause danger without paying compensation for goods delivered at any time according to the situation.
36. No person shall refer or carry out the provisions of section 35 if the multimodal transport operator has known the dangerous characteristics of goods during the period he has taken responsibility.
37. When it is not applicable with the provisions contained in sub-section (b) of section 35, or when it is not enable to refer under sub-section 36, the goods may be unloaded, destroyed, or consigned not to cause danger the goods without paying compensation other than the average contribution incurred for the loss of or damage to the goods under the necessary circumstances when the dangerous goods actually harm to the human life or property or other than the liability of the multimodal transport operator in accord with the provisions contained in sections (19, 20 and 21).
38. The consignor is responsible for paying compensation to the multimodal transport operator for any loss of the particulars referred in sections 33, 34, 35, 36 and 37 are not correct and insufficient.
39. The consignor shall remain to pay even though the multimodal transport document has been transferred by him.
40. The liability of the multimodal transport operator shall not be limited to pay for the right of compensation of the multimodal transport operator contained in sections 38 and 39 to any other persons other than the consignor under the contrast.

## Chapter X

### Notice, Request, Action and Limitation

41. (a) Unless the notice of loss of or damage to the goods, specifying the general nature of such loss or damage is given with signed letter by the consignee to the multimodal transport operator in accord with the stipulations when the goods were handed over to the consignee, such handing-over is prima facie evidence of the delivery of good by the multimodal transport operator as described in the multimodal transport document.
- (b) Where the loss or damage of goods is not apparent, it shall be considered that there is no sound evidence for loss or such goods with signed letter is not given within the prescribed period under rules issued by this law after the delivery of the goods the delivery of to the consignee.
42. In the event of sending the notice for any loss, filling the suit at the Court and arbitral tribunal, claiming, application and limitation under this Law, and they shall be in accord with specific promulgations of any rules, notification, order, directive and procedures issued under this Law. Unless such provision is provided, it shall be performed in accord with the provisions in existing Laws.

## **Chapter XI**

### **Action under Administrative Process**

43. The Central Body may pass any of the following administrative order on the multimodal transport operator who commits or fails to comply with any prohibition contained in rules, notification and order issued under this law or in any terms and conditions of registration.
- (a) warning and causing to pay prescribed fine;
- (b) suspension of registration certificate by prescribing the period;
- (c) cancellation of registration certificate.

## **Chapter XII**

### **Appeal**

44. The person who is dissatisfied with the order or decision of denying the application of registration certificate, or administrative order passed by the Central Body may appeal to the Ministry within 60 days from the date of receiving such order.
45. (a) The Ministry may, after scrutinizing the appeal case submitted under section 44, dismiss, or cancel or amend such order already passed;
- (b) The order or decision passed by the Ministry under sub-section (a) shall be final and conclusive.

### **Chapter XIII**

#### **Jurisdiction**

46. The judicial cases arisen relating to multimodal transport under this Law shall, according to the desire of the complainant, be taken action before any competent court at any of the following places:
- (a) the place of main business or, the habitual residence of the defendant; or
  - (b) the place where the multimodal transport contract is concluded and where the business of plaintiff, subordinate office or agent is situated;
  - (c) the place accepting the goods by taking responsibility or the place of delivery of the good or;
  - (d) any other place mentioned in the multimodal transport contract for that purpose and other place mentioned as evidence in the multimodal transport document.
47. Notwithstanding the provisions contained in section 46, the competent court at the place specifically determined to take action in the contract concluded by the parties after the claim has been arisen, shall have the jurisdiction.
48. The settlement of disputes by arbitration procedures at any place mentioned in sub-sections (a) to (d) of section 46 under the option of the claimant to settle by means of the arbitration the dispute arising out of the multimodal transport, may be made in accord with the contract.
49. Notwithstanding in the provisions contained in the existing Law in respect of the dispute settlement arisen relating to multimodal transport by arbitrator, it shall have the right to choose and carry out by which procedure to settle as greed in the contract.
50. Notwithstanding the provisions contained in section 48, it may be settled by arbitrator of the place specified in the agreement concluded by the parties after requesting and applying to settle the dispute by arbitrator.

### **Chapter XIV**

#### **Offence and Penalty**

51. Whoever carries out multimodal transport operator without registration certificate shall, on conviction, be punished with fine from a minimum of 2.5 million kyats to a maximum of 15 million kyats.

### **Chapter XV**

### Miscellaneous

52. Unless otherwise provided in this Law, responsibilities, liabilities, exemptions and limitation of liability of a multimodal transport operator contained in this Law shall:
- (a) be applied to the multimodal transport operator who obtains registration certificate;
  - (b) be applied to the agent who obtains registration certificate and unless otherwise agreed upon, to the principal of agent.
53. (a) Any stipulation of the multimodal transport document shall be null and void and shall produce no effect if it is departed from the provisions of this law and, if it is affected to the consignor or the consignee. Provided that, such provision shall not be affected to the other stipulations contained in the said document.
- (b) Notwithstanding the provisions of duties and liability of the multimodal transport operator contained in chapter VII, and, of the limitation of liability of the multimodal transport operator contained in chapter VIII, the multimodal transport operator may, with the consent of the consignor, enhance his responsibilities and liability.
54. The Ministry shall prescribe the registration fees, registration period of term, renewal fee, overdue charges, fines, warranty document and other charges and fees under this Law.
55. In the Litigation under section 51, if the multimodal transport operator pays the maximum fine prescribed in section 51 to the Registration to administer by the Central Body for the purpose of matters contained in this Law before the final order passed by the Court, the Registrar shall compound such case in the Court.
56. The Registrar shall collect the charges and fines imposed under this Law from the person who fails to pay such changes and fines as if it were an arrears of income tax.
57. The Ministry may, in respect of multimodal transport operation, exempt by prescribing terms and conditions from obtaining the registration certificate under this Law or from imposing the registration fees or other fees or charges to any organization or any person for purpose of public interest.
58. Notwithstanding the provisions contained in the Criminal Procedure Code, any competent judge from the Township Court shall have the power of jurisdiction to pass the order the prescribed fine in any offence contained in this Law.
59. In implementing the provisions contained in this Law:
- (a) the Ministry may, with the approval of the Union Government, issue rules as may be necessary;

(b) the Ministry and the Central Body may issue notifications, orders, directives and procedures as may be necessary;

(c) the Department of Transport may issue orders and directives as may be necessary.

I hereby sign under the Constitution of the Republic of the Union of Myanmar.

Sd/

Thein Sein

President

The Republic of the Union of Myanmar

Myanmar Law Information System (MLIS)