LAW AND WAR

Iran crisis and the nuances of enforcing force majeure clause

SHAFQAT AZIZ

Following the United States-Israel war on Iran which started on 28 February 2026, one legal term has made headlines on several financial newspapers: 'force majeure'. In this write-up, I will explain what this term means, why it is being invoked in the current crisis and how it may affect global energy sector, shipping and trade.

Firstly, let us dive into the meaning of the term. Etymologically, the term 'force majeure' is a French phrase meaning 'superior force'. In the world of shipping, energy, and commodity trade, force majeure clauses are not boilerplate niceties but carefully negotiated protective shields. In commercial contracts, it refers to a clause that excuses one, or both parties from performing their contractual obligations when some extraordinary, unforeseeable events beyond their reasonable control make performance of the contract impossible or, in some cases, commercially impracticable.

The standard for what qualifies as force majeure event, the notice requirements, the duration of its operation, and the consequences of prolonged invocation of a force majeure clause are always debated. However, these events typically include natural disasters, pandemics, wars, and acts of state or government or any unforeseeable event of a sizeable magnitude. The clause may not always terminate a contract but may suspend party obligations for the duration of the disruptive event, protecting the defaulting party from liability for breach of contract. It ultimately depends on how the court construes the contract as a whole and the wording of the clause itself. A standard common law contract, for example, tends to interpret force majeure narrowly: parties invoking it bear the burden of proving it.

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Secondly, it may be asked when such clause comes into force. Usually, force majeure clause is activated when three conditions are met: (1) the event was unforeseeable at the time of signing the contract; (2) the party invoking it had no control over the unforeseen event; (3) the event directly prevents performance of the contract.

A shipping company that is contractually bound to deliver liquefied natural gas through the Strait of Hormuz cannot do it anymore as the Islamic Revolutionary Guard Corps (IRGC) has announced closure of the strait. Since there has been an effective halt to shipping traffic in the region, the trading parties may take recourse to enforcing the force majeure clause in their contract.

The critical legal nuance, however, is that courts and arbitration panels will scrutinise whether the party took all reasonable steps to mitigate the impact of the unforeseen event. One option for the merchant ships could be rerouting cargo around Africa's Cape of Good Hope. However, this would add significant time and cost to the performance of the contract before force majeure protection is granted. As major container shipping companies including Maersk, CMA CGM, and Hapag-Lloyd have suspended transits through the strait, the question of what 'reasonable alternative' looks like is one that will occupy judges and arbitrators for years to come.

Moreover, the current crisis has produced what the International Energy Agency has described as the greatest global energy security challenge in history. The Strait of Hormuz, through which approximately 20% of the world's oil passes daily, has effectively been closed due to adversarial shipping. After the Iranian military attacks on 18th March 2026, Qatar Energy declared force majeure on all exports from Ras Laffan LNG facility, which has triggered a cascade of contractual suspensions across the global gas market. As a result, Brent Crude prices neared $120 per barrel and oil prices have since been volatile. On the other hand, war-risk insurance premiums for vessels transiting the strait have surged dramatically in a matter of days. These facts directly affect the enforceability of every energy contract, shipping agreement, or commodity purchase order, forming strong grounds for effectuating the force majeure clause.

From Bangladeshi perspective, the implications would be immediate. As a country heavily reliant on imported energy and industrial raw materials, soaring freight costs, delayed deliveries, and supply shortfalls will test force majeure clauses across a wide range of commercial contracts. To avoid legal complications, Bangladeshi importers and exporters must urgently audit their existing agreements, identify force majeure triggers, and issue the requisite notices where applicable. Failure to do so within contractually specified timeframes (usually 48 to 72 hours) may result in forfeiting the force majeure protection entirely.

To conclude, force majeure clause is not a magic escape hatch, but a carefully drafted legal remedy for genuinely extraordinary circumstances. The military conflict in the Persian Gulf, which has effectively shut down a chokepoint through which one-fifth of the world's oil is transported, may qualify as such an exceptional case.

The writer is barrister (Lincoln's Inn) of England & Wales and an accredited Civil-Commercial Mediator (ADR-ODR International).

LAW REVIEW

OUR ANIMAL protection laws

SHAIKH MIRAZUR RAHMAN

In a couple of recent decisions, our courts have taken a strict stance for animal protection. While these judgments could be championed for animal protection and welfare, many other incidents from different areas of the country paint a very different picture. This begets the question: How well does our legal and policy framework protect the voiceless around us? A look at our legislation/s focused on protecting animals from cruelty can give us an answer.

Arguably, the shift from the Cruelty to Animals Act 1920, to the current Animal Welfare Act, 2019, not only shows the passage of time but also reflects a positive shift in the philosophy of how we treat animals. While the earlier colonial-era law, in my view, considered animals only worthy of protection by virtue of their economic value, the 2019 Act sees them as sentient beings that ought to be protected regardless of whether they have any extrinsic benefit. The Codes of the World Organisation for Animal Health is the standard that most countries follow for setting the bar against animal cruelty, including Bangladesh. The WOAH standard establishes the 'five freedoms' of animal welfare, comprising freedom from hunger and thirst, freedom from fear and distress, freedom to express normal behaviour, freedom from pain, injury and disease, and lastly, freedom from discomfort. While setting the offences relating to animal cruelty, the 2019 Act also attempted to uphold the spirit of the WOAH standard. How much it falls short of the proper realisation of the standards is a question that requires more in-depth introspection.

Indeed, the ambiguity in some of the law's core concepts are glaring and is a big reason for the law's ineffective implementation. First, section 6 of the Act introduces the phrase 'unnecessarily overworking the animal' under the definition of animal cruelty without any indication as to the standard for a necessary amount of labour. Moreover, section 8 states that it would be a punishable offence if anyone puts an 'excessive load of weight' on draught animals but does not specify how the level of excessive load would be determined. These two ambiguities alone can be confusing to determine whether an offence was committed at all. Furthermore, when the Act made selective provisions to ban physical movement only for dogs, excluding all other animals, including cattle, which are usually prone to this form of abuse.

Although an objective of this law is to ensure and promote animal welfare, the law left the entire 'welfare' part to the executive without vesting any corresponding accountability mechanism. Because animals are not legal persons, they cannot directly file a case for cruelty inflicted upon them. A duty-based framework could be suitable for the current legal environment of Bangladesh without overburdening the government or introducing yet-unfamiliar concepts of animal personhood. Currently, the animals have no means of protection unless a court case is filed on the incident, or the Mobile Court is in the vicinity.

Section 18 further complicates the situation by setting up a gatekeeping clause that is notoriously present in some of our other conservation and welfare laws. It makes authoritative permission a prerequisite for trying any offence before a Court. This is a procedural bottleneck known to exacerbate the efforts to seek justice. Where even the Court cannot try a matter without an executive permit, the judiciary loses its independence, and whistleblowing is discouraged.

Establishing animal personhood or giving them 'protection rights' can be ambitious endeavours, but the seemingly pitted nature of our animal protection law is something the state can revise right now. In a world where animals are facing torture and mistreatment every day, it is only humane to ensure our voiceless friends are as protected as they should be.

The writer is lecturer at the Department of Law, East West University.

LAW LETTER

Regulating "visual pollution"

Visual Pollution is an emerging environmental problem of modern urbanisation. It refers to all unnecessary, excessive, and cluttered visual elements that ruin environmental beauty and create visual discomfort for people. It may occur both in natural and urban environments by excessive advertisements, illegal banner-festoons, uncontrolled signboards, graffiti, hanging wires, and scattered wastage. As a result, this sight pollution disrupts people's concentration and affects their quality of life negatively.

In natural environments, it impacts biodiversity by interrupting various animals' migration process and disrupting the normal photoperiod of plants. From a social perspective, visual pollution has negative effects on mental health and well-being. Moreover, economically, local government have to spend extra money to maintain urban cleanliness by removing these clutters.

It appears that a lack of comprehensive legal and judicial guidance is one of the limitations, as very few statutory frameworks and judicial decisions explicitly address visual pollution. Due to ambiguous regulatory and enforcement mechanisms, and the absence of a structured system for reporting illegal billboards or visual hazards, citizens often lack clarity about where and how to file complaints. As a result, the legal remedies remain largely inadequate. Although there is still no separate law to control visual pollution in Bangladesh, a few piecemeal approaches are there in some existing laws and policies. For instance, sections 4-6 of the Graffiti writing and Poster Sticking Control Act 2012 empower authorities to designate permissible locations, ensure the removal of unauthorised posters and graffiti, and impose penalties for violations. Whereas section 41 together with the Third Schedule of the Local Government (City Corporation) Act, 2009 allow the authority to undertake urban beautification. Similarly, the Code of Conduct for Political Parties and Candidates in Parliamentary Elections 2008 (section 7) prohibits candidates and their supporters from displaying posters, leaflets, or handbills on certain places. Moreover, the Bangladesh Environment Conservation Act 1995 mandate the control of public nuisance and environmental pollution, respectively. Pertinently, Article 18A of the Constitution of the People's Republic of Bangladesh requires the State to protect and improve the environment, which, although indirect, still supports the regulation of visual pollution.

However, in my opinion, the absence of a comprehensive regulatory and policy framework to define, prohibit, and penalise visual pollution remains a critical gap. Weak penalties often fail to control illegal political banners, posters, festoons, billboards and graffiti, from which businesses generate significant profit. Notably, the Election Commission exercises its regulatory authority over banners, posters, and billboards only during election periods, although their effects continue year-round.

Several legal reforms appear necessary to strengthen control over visual pollution based on identified gaps in the existing framework. Strict laws should be enacted to ensure that political actors who violate

the code of conduct by postering and displaying banners are held accountable. Such measures will not only encourage political parties but also raise awareness among their supporters about complying with local authorities' directions. With a well-planned, comprehensive legal and implementation mechanism, visual pollution can effectively be controlled. Thus, it can contribute to safer streets, improved urban livability and a more orderly public space.

Amirul Islam Bapon
Law student, Jatiya Kabi Kazi Nazrul Islam University.