International Tribunal for the Law of the Sea: 
The Limits of Compulsory Jurisdiction

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1. Introduction
The 1982 United Nations Convention on the Law of the Sea (hereinafter ‘Law of the Sea Convention’ or ‘Convention’),¹ the primary instrument governing the conduct of States in their uses of the seas and oceans, not only introduced comprehensive substantive change to the law of the sea, but also laid out a complex system of compulsory jurisdiction, which is regarded as one of the most significant developments in dispute settlement in international law.² What is of particular importance, in its dispute settlement system the Convention included the creation of a new permanent international judicial institution, the International Tribunal for the Law of the Sea (hereinafter the ‘Tribunal’).³

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3 The Tribunal was established under Article 287(1)(a) and Annex VI of the Convention. 
On initial steps concerning the establishment of the Tribunal see S. Rosenne, ‘Estab-
The Convention appears to vest the Tribunal with a broad jurisdiction concerning the interpretation and application of substantive rules of the Convention. In more than 15 years since the Convention entered into force, the Tribunal has had 18 cases before it. However, only a few of these cases were brought on the merits and the majority of applications to the Tribunal comprise two types of jurisdiction – prompt release and provisional measures cases. Such a limited caseload might reasonably raise some concerns about the Tribunal’s role and value. Presupposing that the caseload as well as the actual and potential role of the Tribunal depends on the scope of its jurisdiction this article seeks to analyse the limits of the Tribunal’s compulsory jurisdiction established by the Law of the Sea Convention. After a brief description of the dispute settlement system embedded in the Convention the article examines the core provisions which concern the basis of the Tribunal’s compulsory jurisdiction; consideration is also given to related case-law of the Tribunal. Additionally, the article approaches the question of relation between jurisdiction of the Tribunal and compulsory jurisdiction of the International Court of Justice based on Article 36(2) of its Statute, giving special attention to reservation possibilities.

2. The Dispute Settlement Provisions of the Law of the Sea Convention

Part XV of the Law of the Sea Convention addresses the core dispute settlement provisions, which are divided into three Sections. Section 1 sets general principles, which are widely recognised in traditional public international law: obligation to use only peaceful means, obligation to exchange views without delay, priority of other agreements between the parties and possibility of conciliation procedure. Section 2 establishes provisions for compulsory procedures for dispute settlement leading to binding decisions, and section 3 indicates some limitations and exceptions applicable to the compulsory procedures. The whole structure of the dispute settlement system also includes four of the Annexes to the Convention – Conciliation (Annex V), Statute of Tribunal (Annex VI), Arbitration (Annex VII) and Special Arbitration (Annex VIII) – and Section 5 of Part XI, dealing with the settlement of disputes and advisory opinions with respect to activities in the international seabed area (hereinafter the ‘Area’).

It should be noted that the dispute settlement mechanism in the Convention is distinguished by two key features. First, it gives the possibility to initiate mandatory procedures at third-party fora at the request of any party to the dispute concerning the interpretation or application of the Convention without requiring a separate agreement on jurisdiction between the parties. Second, the decision taken by the