



## Yash Kulkarni KC

Called: 1998

Silk: 2018

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Yash Kulkarni KC is consistently recommended as a leading silk in the legal directories for Commercial Litigation, International Arbitration, Energy, Commodities, Shipping and Information Technology. Yash has a busy and broad commercial practice, covering significant contractual disputes, international trade, energy, shipping, banking, information technology and telecoms, and insurance.

He has appeared extensively as lead counsel in the Commercial Court, Chancery Division and TCC, international and marine arbitration and at appellate level.

Yash is described by Chambers UK as: *"...a formidable opponent... quick and clever, as well as wonderfully approachable and easy to work with"* and to having *"nerves of steel and [being] a canny advocate who knows how to read a room and how much weight to place on each point"*.

He is known for his first class legal analysis and problem-solving approach to cases, as well as for his precision when it comes to advice to clients and presentation to tribunals, both in writing and orally. Yash is a hands-on advocate, who thrives in, and seeks to get the best out of, any litigation team of juniors, solicitors and experts with whom he works. Yash also takes appointments as an arbitrator and has sat as sole arbitrator and as part of a panel under ICC, LCIA, LMAA and ad hoc rules.

### What the directories say

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- *"Yash is a go-to silk. He is meticulous in his work and his advocacy is razor-sharp. He is also highly commercial and strategic."* (Legal 500, 2024)
- *"Yash is very quick on the uptake and able to grasp technical issues quickly, and his ability to identify and focus on the important points is second to none."* (Legal 500, 2024)
- *"Yash is extremely impressive – he exudes calm, is laser-focused and is a forensic cross-examiner."* (Legal 500, 2024)
- *"Yash is extremely brilliant and personable in equal measure."* (Chambers UK, 2024)
- *"Yash is excellent and provides outstanding support."* (Chambers UK, 2024)
- *"Yash is a highly persuasive advocate and a real team player."* (Chambers UK, 2024)
- *"Yash is very good at putting clients at ease and explaining issues clearly."* (Chambers UK, 2024)
- *"Yash is quite brilliant. He has a really good manner with judges and is extremely well prepared."* (Chambers UK, 2023)
- *"He is sensational, clear in his advice and someone who knows how to manage the courtroom."* (Chambers UK, 2023)
- *"Yash is a great team player and a very skilful advocate."* (Chambers UK, 2023)
- *"A very skilful and charming advocate."* (Chambers UK, 2023)
- *"He's great on the technical detail, highly commercial, and someone with wonderful client skills."* (Chambers UK, 2023)
- *"He has a good understanding of clients' requirements and has always provided solid, practical"*

advice."(Chambers UK, 2023)

- *"Yash's particular strength is his ability to distil complex, sophisticated legal matters to present them to clients of all nationalities."*(Chambers UK, 2023)
- *"He is great to work with and is well respected by tribunals and courts alike."*(Chambers UK, 2023)
- *"Yash is very calm and very thorough. He is fantastically intelligent and logical and can work through issues in a clear way. He has the ear of the tribunal."*(Legal 500 Asia Pacific, 2023)
- *"Approachable, knowledgeable and committed. Astonishing powers of recollection coupled with an affable demeanour. The complete package."*(Legal 500, 2023)
- *"Yash is brilliant to work with. He is a great team player: direct, clear and always calm. If you have a horrible case, it is lovely to have him on your side because he just gets on with it."*(Legal 500, 2023)
- *"User-friendly and efficient, he provides very clear and concise advice."*(Legal 500, 2023)
- *"Yash has a knack for finding a runnable argument when the issues seem stacked against a client. He is not frightened to wade into technical, complex detail. He has an affable way of communicating with clients and inspires their confidence. Yash is unflappable on his feet in court and knows how far to take cross examination of a witness."*(Legal 500, 2023)
- *"He has nerves of steel and he's a canny advocate who knows how to read a room and how much weight to place on each point."*(Chambers UK, 2022)
- *"His written work is fantastic and he's very considered. I really like that he tends to be close to the detail and he has a good capacity for recall."*(Chambers UK, 2022)
- *"Very client-friendly and always remaining calm, he is able to think on his feet and deal with the most difficult clients with charm."*(Legal 500, 2022)
- *"Excellent in every sense, not just technically. A robust but polite advocate and a pleasure to work with."*(Legal 500, 2022)
- *"Very calm and considered, he knows what appeals to tribunals and is unflappable under pressure."*(Legal 500 EMEA, 2021)
- *"Good at distilling the facts and legal issues to isolate the relevant matters that need to be dealt with."*(Legal 500 Asia Pacific, 2021)
- *"Technically excellent with very clear communication, he learns the brief inside out."*(Legal 500 Asia Pacific, 2021)
- *"He is extremely intelligent and represents a compelling balance of an iron fist in a velvet glove."*(Chambers UK, 2021)
- *"Yash is very calm and measured. He gives tribunals what they want and need in order that they find in favour of his client."*(Chambers UK, 2021)
- *"Extremely thorough and completely on top of the brief, he is a bright and intelligent young silk who is impressive and measured on his feet."*(Legal 500, 2021)
- *"Very bright, fast and commercial."*(Legal 500 Asia Pacific, 2020)
- *"An excellent advocate who sees the bigger picture in complex litigation."*(Legal 500 Asia Pacific, 2020)
- *"He is everything a barrister should be: commercial, practical and quick to respond."*(Chambers UK, 2020)
- *"He's quick on his feet and comes up with ideas you haven't even thought of."*(Chambers UK, 2020)
- *"Great at drafting, and he thinks things through quickly and cleverly, and brings clients to the table as they know what he is thinking. Very user-friendly, warm to work with and very well organised."*(Chambers UK, 2020)
- *"He's smart and experienced and has excellent judgement. He's not afraid to stick his neck out and make a difficult call on an issue."*(Chambers UK, 2020)
- *"Fantastic to work with, very quick and smart."*(Chambers UK, 2020)
- *"Has excellent judgement, is very hard-working and responsive, and really understands how to help solicitors."*(Chambers UK, 2020)
- *"Incredibly user-friendly, he provides first-class technical, commercial and legal advice."*(Chambers UK, 2020)

- *"Very bright and persuasive."*(Legal 500, 2020)
- *"Extremely analytical, very commercial, and always responsive, no matter how trivial the query may be."* (Legal 500, 2020)
- *"Fast in both understanding the issues and preparing submissions."*(Legal 500, 2020)
- *"He has a commercial and practical focus, and is both skilled in drafting and thorough in his arguments."... "Quite brilliant."* (Legal 500, 2019)
- *"Incredibly sharp but also extremely personable."*(Legal 500, 2019)
- *"Extremely user-friendly and a great team player, he's quick to spot the issues and give clear advice."... "Yash has excellent drafting skills and is very good at getting to grips with a case."*(Chambers UK, 2019)
- *"Very bright and calm. He is always polite, professional and a pleasure to work with." ... "Thorough, precise and well organised."*(Chambers UK, 2019)
- *"A very effective advocate. With him, there is none of the bluster or red-faced shouting you get with others; but, instead, his advocacy is short, crisp, to the point, and delivered in a compelling way." ... "Calm, commercial and a barrister with excellent drafting skills."*(Chambers UK, 2019)
- *"...Very sharp and very user-friendly...."*(Chambers UK, 2018)
- *"...Very bright and very refreshing to deal with." "His approach is highly commercial and his written work is meticulous...."*(Chambers UK, 2018)
- *"He has a great intellect and always seems to find a solution to every issue that's thrown at him." "Extremely user-friendly, and a great team player, who is quick to spot the issues in a case."*(Chambers UK, 2018)
- *"..Highly intelligent, approachable, commercial and user-friendly."... "He continues to provide solid legal advice with a firm grasp of the commercial aspects of a dispute..."*(Chambers UK, 2017)
- *"...Genuinely a star performer, whom solicitors would entrust with their personal matters..."*(Legal 500, 2016)
- *"...absolutely brilliant – hugely talented, utterly reliable, a real pleasure to work with." "Expertly tackles complex cases, and provides sound commercial advice..."*(Legal 500, 2015)

## Commercial Dispute Resolution

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Yash is instructed in a wide range of substantial commercial disputes and is often instructed as part of a team on substantial and complicated commercial cases. He has been consistently recommended, both as a junior and now in silk, in the Commercial Litigation/Commercial Dispute Resolution sections in The Legal 500 and Chambers & Partners.

His recent cases over the past 3 years have involved the following areas among others: (i) heavy technical disputes, often involving product liability or allegations of defective goods/services, (ii) SPA disputes, (iii) energy/mining disputes, (iv) commercial fraud and (v) sanctions.

Illustrative cases include:

### Technical disputes

- ***Nissan Motor Manufacturing v Fiamm SpA*** – Yash acted as lead counsel for Nissan (leading Will Mitchell) in its EUR 130m claim against the defendant Italian battery manufacturer for the provision of defective batteries that led to a breakdown in Nissan vehicles on an epidemic scale. The case was highly technical, involving an array of experts in 4 different disciplines and multiple factual witnesses, giving rise to a 6-week liability trial in June 2021, 1-week quantum trial in Sept 2021 with oral closings some months later in Nov 2021. The case settled before judgment in 2022.
- ***Webster & others v WPP***[2021] EWHC 2153 (Comm) – Yash acted as lead counsel for WPP, the advertising giant (leading Emily McKechnie). The claim related to the purchase by WPP of digital advertising technology through the sale of a SPV's shares. The claimants contended that WPP had benefited from the technology and sought £35m by way of further consideration under the SPA. The case combined involved points of construction as to the payment structure under the SPA and a highly technical dispute as to how online advertising worked. The case settled in early 2022.

- ***Provimi v Stour Bay Ltd*** [2022] EWHC 218 (Comm) – Yash acted as lead counsel for Provimi, part of the Cargill group (leading Celine Honey), in its claim for the supply of defective Vitamin D3 to various Provimi subsidiaries for use in poultry feed, the result of which was that Provimi's customers, who purchased the animal feed suffered losses as a result of high poultry mortality and illness. The case involved technical expert evidence on why the Vitamin D3 levels dropped so low and a novel question on which party's terms governed the sale.
- ICC arbitration in respect of the supply of the software used to construct NATO's European air defence system. Involved highly technical evidence of software experts and certain of the hardware used at the various NATO locations.
- ***Guardian News & Media Ltd v The Rubicon Project Inc*** – Yash acted as co-lead counsel (with Antony White QC, both leading Edward Craven) on behalf of The Guardian in its breach of contract and fiduciary duty claim against the US provider of AdTech services on The Guardian website in respect of the recovery of alleged secret commissions made by the AdTech provider. The claim sought damages of \$10m and raised important questions of what charges AdTech providers could legitimately levy.

## SPA disputes

Yash has extensive experience of SPA disputes, most recently in the technology, energy, healthcare and mining sectors.

- ***Next Generation Holdings Ltd v Finch*** [2023] EWHC 2383 (Ch) – claim in the Business List. Yash acted on behalf of the first and second defendants, defending a claim for fraudulent breach of warranty and conspiracy in respect of the sale of an insurance broking business by his clients to the claimants. The claimants alleged that the defendants engaged in false accounting that inflated the value of the broking business, which meant they overpaid for the business and suffered extensive ongoing losses. The matter was listed for a 3-week trial in June 2023.
- ***Essar Exploration and Production Ltd v Canoverseas Petroleum Development Corporation*** – Commercial Court claim for \$60m in 2021. This was a SPA dispute about the sale of the shares in Essar's Nigerian subsidiary to the Defendant, a fund specialising in oil and gas assets in Africa. It involved a related shareholders' agreement, and allegations that the Defendant had not funded intended development operations as they should have. The case settled in 2021.
- ***Nordic Power Partners P/S v Rio Alto Participacoes*** – claim concerning the breach of a SPA for the sale of the shares in 3 SPVs set up to develop solar photovoltaic projects in Brazil and whether the Defendant had committed Events of Default entitling the unwinding of parts of the sale. The claim is in the early stages.
- ***Sonderwell Bidco Ltd v Diamond*** – Commercial Court claim re the sale of the shares in a social and healthcare provider. Yash acted as lead counsel for the private equity fund behind the claimant purchaser (leading Simon Oakes) bringing various claims for breach of warranties in the SPA.
- LCIA arbitration involving the sale of shares in an oil major's West African SPV that was the counterparty to a lucrative offtake agreement. The dispute involves a breach of warranty allegation that involves the extent to which the respondent was under an obligation to extend finance to support the purchasing of crude oil from the refinery.
- ***Maple Tree Energy Management Ltd*** – Yash acted for the defendant buyer of shares in an eco energy management company under a SPA, resisting a claim by the sellers for alleged breach of the SPA that, it was said, had deprived the sellers of their entitlement to further consideration under the SPA. The claim involved analysis of whether the defendant buyer developed the company's energy management products in a way that fell outside the permitted parameters of the SPA.
- ***Webster & others v WPP*** [2021] EWHC 2153 (Comm) – Yash acted as lead counsel for WPP, the advertising giant (leading Emily McKechnie). The claim related to the purchase by WPP of digital advertising technology through the sale of a SPV's shares. The claimants contended that WPP had benefited from the technology and sought £35m by way of further consideration under the SPA. The case combined involved points of construction as to the payment structure under the SPA and a highly technical dispute as to how online advertising worked. The case settled in early 2022.

## Sanctions

- ***Litasco SA v Der Mond Oil and Gas Africa SA*** [2023] EWHC 2866 (Comm), Foxton J – Yash, leading Gaurav Sharma, acted for the defendants in respect of a claim for non-payment in respect of the supply of oil and the extent to which the claimant's alleged connection to a sanctioned person provided a good defence to a claim for immediate payment, including consideration of the scope of the Chancellor's obiter comments in the Mints decision.
- Yash had advised various clients extensively on the effects of the US, EU and UK Iranian sanctions and Myanmar

sanctions regimes. Re the Iranian sanctions regime, this has included advising on a contract for the provision of internet and telephony services through a part-Iranian owned entity. Re the Myanmar sanctions regime, this has included advising on re-structured transactions for the sale of dual-use items indirectly to the Myanmar military through other states. He has recently been approached to advise on the impact of Russian sanctions.

- ICC arbitration on the effect of Iranian sanctions in 2020 on the sale and delivery obligations under a contract for the sale of grain, and the extent to which the force majeure provision could be said to be engaged.
- LMAA arbitration, in 2022, involving a \$120m conversion claim and the extent to which it was open to a shipowner under a carriage contract to deliver suspected Iranian sanctioned cargo to the US authorities. The case involved an analysis of the scope of standard form sanctions provisions in shipping contracts.

## Other

- ***Petraco Oil Company SA v VTB Commodities Trading Ltd*** – Yash led Andrew Leung in a 3-week trial in November 2023 to determine whether his clients, Petraco, were entitled to recover losses of c.\$30m under a cross-undertaking in damages where VGO that they were due to receive could not be supplied on account of an injunction that was wrongly granted. The case was heard by Foxton J and raised questions of Russian law in relation to title and expert evidence on oil and VGO trading.
- ***Various claimants v X plc & ors*** – Yash is leading Will Mitchell in a representative action against a multi-national industrial conglomerate under s.90 and s.90A of FSMA in relation to the production of prospectuses and published information that misled investors as to the extent of bribery and corruption in which it was involved around the world. Yash acts on behalf of a group of over 100 claimants seeking remedies under FSMA in a claim in excess of £250 million.
- ***Kreditanstalt für Wiederaufbau v Azov-Don Shipping Co JSC***[2021] EWHC 1406 (Comm) - Yash acted for the defendant in seeking to resist a claim for EUR 10m by the claimant bank under a guarantee. The case involved analysis of questions of authority (actual, usual and ostensible) to enter into the guarantee and ratification, together with evidence of Russian law on accession and company law.
- ***Sheianov v Sarner International Ltd***[2020] 1 WLR 3963 - the case investigated and clarified the law on particular liens. The claimants sought delivery-up of 27 vintage motorcycles, of which they claimed to be the owners, from the defendant, which had agreed to design, create and supply materials for an exhibition for the motorcycles. The defendant refused to deliver up the motorcycles on account of an unpaid invoice, arguing that it was entitled to exercise a particular lien over the motorcycles.
- ***Boumar Shipping v Investflot Insurance*** [2020] EWHC 1791 (Comm) - security for costs application in which Yash's clients successfully obtained an unless order requiring the claimants in an insurance claim to put up security for costs.
- ***Smiths Interconnect Group v Quintel Technology***[2018] 12 WLUK 45, Knowles J. Yash successfully obtained summary judgment in a claim for \$2.3m in respect of antenna products supplied under a series of supply and manufacturing agreements in circumstances where the defendant was seeking to set-off an alleged \$3m counterclaim.
- ***Holeszowski v Clydesdale Bank*** - Yash acted as lead counsel in respect of a £35m claim against the Clydesdale Bank in respect of alleged misrepresentations and breaches by the bank in relation to a substantial property development project.
- ***Dell Emerging Markets (EMEA) Ltd v Systems Equipment Telecommunications Services SAL*** [2018] EWHC 702 (Comm), Moulder J. Resisting an anti-suit injunction in respect of proceedings in Lebanon. Raised questions as to the Ralli Bros principle and whether disputes were in fact subject to the dispute resolution provision in a different, associated contract.
- ***Abbot Investments v Nestoil***[2017] EWHC 119 (Comm), Teare J. Yash acted for the defendant guarantor in (successfully) resisting a \$2m claim for payment under the guarantee on account of there being a real prospect of the primary liability not arising by reason of alleged fraud in the context of the underlying contract to which the guarantee related.
- ***Parainen Pearl Shipping v Jebesen*** [2017] EWHC 2570 (Pat), Arnold J. Yash acted as part of a counsel team on behalf of the defendant in respect of a jurisdiction dispute as to whether the claimant had brought patent infringement claims which fell outside the English court's jurisdiction under the Lugano Convention. Yash's clients successfully struck out the vast majority of the patent infringement claims on that basis.
- ***Vik v Deutsche Bank AG***[2016] 4 WLR 17, seeking to overturn in the Court of Appeal the largest non-party costs order in British legal history, where the appellant, Mr Vik, was ordered personally to pay Deutsche Bank's costs of its successful litigation with Mr Vik's company, which were of the order of £64m.
- ***T & L Sugars Ltd v Tate & Lyle Industries Ltd***[2015] EWHC 2696 (Comm), Simon J: defending a claim for some \$60m arising out of alleged breaches of warranty and restitution claims related to the sale by Tate & Lyle of its European sugars business.
- ***BPL Broadcast v International Broadcasting Convention***. Commercial Court claim for Wrotham Park damages

arising out of breach of a contractual prohibition post contract termination. Claim settled in 2016.

- ***Keynvor Morlift Ltd v Tidal Energy Ltd*** - acting for claimant in a TCC claim for unpaid amounts in respect of services relating to a tidal electricity generation project. Claim settled in 2016.
- ***Smart Aluminium v Aalco Metals***. Defending a claim for sums in respect of the supply of aluminium alloy; question was whether the claimant had been guilty of fraud in representing the type of alloy being supplied when this was based on doctored test certificates and, if so, the loss that the defendant could legitimately counterclaim. Claim settled in 2015.

## Shipping

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Yash is instructed in all manner of maritime disputes and is currently instructed on, among other things, ship sale disputes, dangerous cargo claims, liability for stevedore damage, breach of nomination clauses in contracts of affreightment, claims for breach of performance warranties, off-spec bunkers disputes, off-hire disputes and unsafe port claims.

He advises and acts for a broad range of maritime clients. Yash has appeared in numerous marine arbitrations over the past 3 years and is known for his focused and effective cross-examinations, particularly of technical and foreign law experts.

Yash has been consistently recommended, both as a junior and now in silk, in the Shipping section of the Legal 500 and Chambers & Partners.

Illustrative cases include:

- ***LMAA arbitrations re Russian/Ukraine war*** – Yash has acted for both owners and charterers in the context of arguments as to who should bear the risk of the vessel being marooned in a Ukrainian port indefinitely as a result of the Russian invasion of Ukraine. The disputes have involved consideration of the various off-hire provisions, war risks provisions and frustration.
- Various anti-suit injunction applications, where proceedings have been brought in a foreign jurisdiction in breach of an arbitration agreement and instances where the foreign proceedings have to be shown to be vexatious and oppressive.
- ***Laysun Service Co Ltd v Del Monte International GmbH*** - Yash was lead counsel for Del Monte (leading Andrew Leung), resisting a claim by the shipowner for damages in respect of an alleged breach of a COA for the carriage of fruit cargoes to Iran. Del Monte successfully argued, in arbitration, that it was contractually excused from shipping fruit cargo on account of US sanctions and Iranian import permit withdrawals. The shipowner then now brought an unsuccessful s.69 challenge to that decision.
- ***LMAA arbitration re US sanctions against Iran*** – Yash was lead counsel (leading Koye Akoni) for the respondent charterers in a claim in which the shipowners sought declarations that they were entitled to divert a suspected sanctioned oil cargo worth \$120m to the US government. The case involved interrogating the scope of standard form sanctions provisions in shipping contracts.
- ***Aquavita International v Indagro SA*** [2022] EWHC 892 (Comm) - Yash was instructed to act for the respondent in the context of an urgent anti-suit injunction against his clients by the claimant. The case related to whether it was legitimate for Indagro SA to seek various relief in Brazil – albeit not seeking any substantive determination on the merits – even though it had agreed an English arbitration agreement. The judge, Foxton J, held that it was not but that the point was a difficult one and he granted permission to appeal to the Court of Appeal.
- ***Various ongoing LMAA references*** - Saleform disputes; breach of nomination provisions; legally/politically dangerous cargo; unsafe port; off-spec bunkers.
- Yash is acting as sole counsel in a number of related SCMA arbitrations involving tug and barge hire contracts and whether those contracts were lawfully terminated or repudiated.
- Yash acted as lead counsel on behalf of shipowners that were embroiled in a multi-party impasse involving charterers, sub-charterers, and cargo interests, which had led to the vessel being stuck outside Singapore for months with over \$20m of unpaid (and mounting) charges. Yash advised on the best way to break the deadlock through the use of focused arbitration proceedings, applications in court and negotiation.
- ***Kreditanstalt für Wiederaufbau v Azov-Don Shipping Co JSC*** [2021] EWHC 1406 (Comm) - Yash acted for the defendant in seeking to resist a claim for EUR 10m by the claimant bank under a guarantee. The case involved analysis of questions of authority (actual, usual and ostensible) to enter into the guarantee and ratification, together with evidence of Russian law on accession and company law.
- ***Boumar Shipping v Investflot Insurance*** [2020] EWHC 1791 (Comm) - security for costs application in which Yash's clients successfully obtained an unless order requiring the claimants in a marine insurance claim to put

up security for costs.

- **Nea Rota SA v Valencia Shipping Corp** [2018] EWHC 2181 (Comm), Sir Ross Cranston. Successfully resisted an appeal against an arbitration award under ss.68 and 69 of the Arbitration Act 1996.
- **A v B** [2018] EWHC 2310 (Comm), Butcher J. Hearing of s.69 appeal against an award concerning deviation during the course of the voyage.
- **ST Shipping v Space Shipping** [2018] 1 Lloyd's Rep 308, Teare J. Acted for the successful defendant in a stakeholder application in relation to whether the head owner or disponent owner was entitled to the payment of hire by the charterer. Issues included the scope of the stakeholder jurisdiction, and the extent of the quasi proprietary effect of a Rule B attachment.
- **Glencore Agriculture BV (formerly Glencore Grain BV) v Conqueror Holdings Ltd** [2018] 1 Lloyd's Rep. 233, Popplewell J. Yash acted for the successful claimant in a s.72 application in which the claimant argued that it had not properly been served with a notice of arbitration before an award was made against it. Issues included the importance of proper service of originating process and the nature of authority required by a recipient of an arbitration notice.
- **Cosco Bulk Carrier Co Ltd v Tianjin General Nice Coke and Chemicals Co Ltd** [2018] 1 Lloyd's Rep 396, Knowles J. Summary judgment application in the context of a General Average claim, and whether the cargo insurer had a real prospect of making out an allegation that the collision was caused by a lack of proper safety systems.
- **MOA dispute re 2 handysize bulkers** - 5 day LMAA arbitration in May 2018 as to whether the respondent buyers had repudiated resale MOAs under which two Japanese newbuild handysize bulk carriers were to be supplied by the claimant and, if so, whether the claimant was entitled to an alleged \$15m claim. Raised important questions as to how intra group sales should be treated for the purposes of assessing loss.
- **LMAA dispute** - 7 day arbitration in 2017 on whether the charterer had been entitled to reject the vessel tendered by Yash's clients on the basis of a PSC inspection in Libya. Raised questions as to the proper interpretation of the rejection provisions in the charter
- **W v X Co** [2017] EWHC 3430 (Comm), Carr J - application to the Commercial Court under s.42 of the Arbitration Act 1996 where it was alleged that the respondents were in breach of final and preemptory disclosure orders by the tribunal.
- **Glencore International AG v MSC Mediterranean Shipping Co SA (The "MSC Eugenia")** [2017] 2 Lloyd's Rep. 186, CA. Yash appeared for the appellant in a case which raised the question of the extent to which electronic delivery documents could fit within the more traditional paper system of bills of lading and delivery orders.
- **Flota Petrolera v PDVSA** [2017] EWHC 3630 (Comm), Leggatt J. Resisting a challenge to set aside service of a claim form in respect of appointing an arbitrator under s.18 of the Arbitration Act 1996, where the defendant refused to engage in the arbitral process.
- **Regulus Ship Services v Lundin Services BV** [2016] 2 Lloyd's Rep. 612 - Yash acted as lead counsel in a 7 day trial, acting for the claimant in a claim for damages arising out of delays when towing a FPSO from Tunisia to Malaysia. Provided authority on the meaning of "light ballast condition" and how to construe parts of the standard form Towcon contract.
- **Louis Dreyfus Commodities Suisse SA v MT Maritime Management BV; subnom: The MTM Hong Kong** - [2016] 1 Lloyd's Rep 197. Acted for the successful defendant when the Commercial Court dismissed the claimant charterers' appeal against the findings of arbitrators regarding damages awardable for a repudiatory breach of a shipping contract. The case raised an important question as to the damages recoverable by a shipowner where a charterer repudiates the charterparty.
- **Sang Stone Hamoon Jonoub Co Ltd v Baoyue Shipping Co Ltd ("Bao Yue")** [2015] EWHC 2288 (Comm) A claim in conversion by a cargo owner against the shipowner for wrongfully discharging cargo in circumstances where a third party acquired rights over it, without the cargo owner's consent. The case raised difficult and technical questions as to the circumstances in which a cargo owner can be said to have expressly or impliedly consented to the creation of a lien over his cargo.
- **HBC Hamburg Bulk Carriers v Huyton Inc (The "Glory Sanye")** [2015] 1 Lloyd's Rep 310, Teare J. Acting for the respondent charterer on a s.69 appeal from an arbitration award concerning whether, on the proper construction of the charter addendum, the disponent owners of a vessel could claim their costs of transiting the Suez Canal even though they would have been liable for those costs under the terms of the head charter.
- **Viscous Global Investment Ltd v Palladium Navigation Corp (The "Quest")** [2014] 2 Lloyd's Rep. 600 Application to the Commercial Court under s.32 of the Arbitration Act 1996 to determine whether the arbitral tribunal had jurisdiction over the dispute before it.

## Commodities & International Trade

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Yash is an experienced practitioner in commodity work and has extensive expertise in a broad range of commodities

disputes, involving metals, oil trading and soft commodities of all types. He has been consistently recommended, both as a junior and now in silk, in the Commodities section of the Legal 500 and the Shipping & Commodities section of Chambers & Partners. He has advised and acted for the majority of the world's biggest trade houses and assisted both in arbitration before specialist tribunals and in court challenges to arbitral awards.

Recent, illustrative cases include:

- Acting for Indian traders in two separate 4-day arbitrations under SIAC rules in Singapore.
- Yash, leading Peter Stevenson, acted for a major international commodities house in respect of a claim against a collateral manager relating to a major theft of rice from a warehouse in Africa. Yash's clients were successful following a 3-week arbitration in London in March 2023.
- Acting for Indian commodities traders in a 3-day arbitration under SIAC rules, taking place in Mumbai, in February 2023. The case focuses on whether the respondent Indian sellers of iron ore pellets had any contractual excuse for failing to supply Yash's clients and the proper assessment of loss, including the consequences of hedging.
- *Africa Sourcing v Rockwinds, Bourgeois* [2023] EWHC 150 (Comm) – Yash, leading Max Davidson, acted for the claimants, which brought a s.68 challenge to the appeal award of the Federation of Cocoa Commerce, a trade association panel, on the basis of the relationship between the chairman of the panel and the principal of the first respondent. The case raises an interesting question as to how the Halliburton duty of disclosure works, in practice, when one is concerned with a trade association, where arbitrators and users will interact more than might otherwise be the case.
- *Provimi v Stour Bay Ltd* [2022] EWHC 218 (Comm) – Yash acted as lead counsel for Provimi, part of the Cargill group (leading Celine Honey), in its claim for the supply of defective Vitamin D3 to various Provimi subsidiaries for use in poultry feed, the result of which was that Provimi's customers, who purchased the animal feed suffered losses as a result of high poultry mortality and illness. The case involved technical expert evidence on why the Vitamin D3 levels dropped so low and a novel question on which party's terms governed the sale.
- SIAC arbitration - 7 day hearing – Yash acted for the claimant in respect of the sale of iron ore. Issues raised involved delays in opening the letter of credit, and the veracity of the certification relied upon for payment.
- Yash has acted for a number of the large commodities houses in the past year in disputes involving the effects of delays caused by Covid-19 restrictions on contracts for the sale of grain and oil.
- Numerous GAFTA and FOSFA arbitrations raising questions of time bar, quality/specification and the calculation of loss involving various grains, oils and seeds, including rice, soyabeans, soybean oil, copra and crude groundnut oil.
- LCIA arbitration - dispute raising issues of jurisdiction, contract formation and extent of loss in the context of the sale of oil.
- UNCITRAL arbitration – Yash is involved in an ongoing dispute as to mining rights worth \$80m under a mining licence.
- FOSFA chain arbitration concerning contamination of soybean oil. Questions arise as to the obligation to open letters of credit and the effect of conflicting quality certificates..
- FOSFA chain arbitration relating to the sale of contaminated Ukrainian sunflower seed oil. Questions raised of time bar, the effect of certificate final clauses, technical issues as to contamination and questions of recoverable loss.
- ICC arbitration - claim for \$5m claim against a state-owned subsidiary of the Government of Pakistan in respect of the supply of iron ore. Involves additional taxation liabilities as a result of Government regulations changing during the contract period.
- ICC arbitration - concerned the quality of doping works carried out to a cargo of gas oil and the damages that might properly be recoverable in the event of contractually negligent services.
- ICA arbitration - dispute as to non-delivery of contracted cotton; issues as to incorporation of terms, and the ICA invoicing-back regime.

## Energy

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Yash is frequently instructed in Energy and Mining disputes and is a recommended silk for Energy in the legal directories. Over the past 3 years, he has been instructed in the following cases, among others.

- *Petraco Oil Company SA v VTB Commodities Trading Ltd* – Yash led Andrew Leung in a 3-week trial in November 2023 to determine whether his clients, Petraco, were entitled to recover losses of c.\$30m under a cross-undertaking in damages where VGO that they were due to receive could not be supplied on account of an injunction that was wrongly granted. The case was heard by Foxton J and raised questions of Russian law in

relation to title and expert evidence on oil and VGO trading.

- ***Litasco SA v Der Mond Oil and Gas Africa SA*** [2023] EWHC 2866 (Comm), Foxton J – Yash, leading Gaurav Sharma, acted for the defendants in respect of a claim for non-payment in respect of the supply of oil and the extent to which the claimant's alleged connection to a sanctioned person provided a good defence to a claim for immediate payment, including consideration of the scope of the Chancellor's obiter comments in the Mints decision
- Yash, leading Celine Honey, acts for the claimant in the context of claims arising out of an afforestation project in Pakistan and associated trading of carbon credits. In November 2023, Yash obtained an anti-suit injunction restraining the pursuit of substantive proceedings in Pakistan in breach of an English exclusive jurisdiction clause.
- Various oil and gas arbitrations relating to the demise of Antipinsky refinery in Russia and the consequent claims between off-takers and as between off-takers and their financiers.
- ***Nord Naphtha v New Stream Trading*** [2021] EWCA Civ 1829 – Yash appeared for the appellant (the defendant at first instance) in respect of a claim as to whether an advance payment of \$17m made towards the purchase of crude oil from a refinery that later declared force majeure could be recoverable under a contract which appeared to be silent as to what should happen to the payment. The case raised points as to the proper construction of force majeure provisions and the general approach to making sense of poorly-drafted contracts.
- Various oil and gas arbitrations involving allegations of breaches of concession agreements and supply agreements. These have included cross-examining experts on pipeline construction and experts on foreign law.
- Yash has also advised and acted on disputes involving the trading of carbon credits.
- ICC mining arbitration between a mining company and the supplier of heavy fuel oil under a long-term supply agreement.
- ICC mining arbitration between the parties to a joint venture created to exploit a mining concession in Africa.
- ICC mining arbitration involving the impact of a change of local regulations on a long-term mining agreement and including allegations of breaches of anti-corruption legislation.
- ICSID arbitration involving the sale of a company dealing in mining tyres. The dispute related to whether a South African conglomerate was obliged to pay further sums under a SPA for purchase of a business that produced mining tyres or whether there had been non-disclosure as to quality concerns about the mining tyres produced by the business. Involved cross-examination of mining tyre experts and geologists.

Yash is also instructed in a wide range of construction disputes with an energy emphasis. He has advised and appeared in disputes between employers and contractors, contractors and their sub-contractors and disputes involving architects/engineers, project managers, and surveyors. He is familiar and comfortable with disputes arising under the usual standard form contracts in the construction industry e.g. JCT, NEC, ACE and RIBA.

Illustrative cases include:

- **MOA dispute re 2 handysize bulkers** - 5 day LMAA arbitration as to whether the respondent buyers had repudiated resale MOAs under which two Japanese newbuild handysize bulk carriers were to be supplied by the claimant and, if so, whether the claimant was entitled to an alleged \$15m claim. Raised important questions as to how intra group sales should be treated for the purposes of assessing loss.
- **Various ongoing MOA disputes** - in arbitration - under the Norwegian and Nippon Saleforms
- ***Keynvor Morlift Ltd v Tidal Energy Ltd*** - acting for claimant in a TCC claim for unpaid amounts in respect of services relating to a tidal electricity generation project.
- Advising on a dispute relating to provision of services by FSRU (floating storage and regasification unit) between joint venture provider and state purchaser.
- Involved in LCIA arbitration concerning the construction of an oil and gas platform in the Far East. Covers issues such as miscellaneous variations and the valuation of loss caused by deferred production.
- Acting on behalf of contractor in a dispute relating to the design and construction of an FPSO. Issues included delay, the alleged late provision of information and technical issues relating to the integrated control and safety system.
- **ICC Arbitration** - acting for the respondent in respect of a claim arising out of a major gas pipeline through Central Asia.
- ***Phillips Petroleum Co UK Ltd v Snamprogetti Ltd*** - Court of Appeal. Dispute concerning alleged defective engineering design and procurement work in respect of a project designed to increase gas production on Phillips Petroleum's Hewett platform in the North Sea.
- **Solitaire** - Yash was involved in the long-running Solitaire dispute for about 3 years in the first few years of his practice.

## Fraud

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Yash is regularly instructed in cases of civil fraud and where allegations of fraud arise in the context of what might otherwise be commercial disputes. Recent cases in the past 3 years include the following:

- ***Petraco Oil Company SA v VTB Commodities Trading Ltd*** – Yash led Andrew Leung in a 3-week trial before Foxton J in November 2023 to determine whether his clients, Petraco, were entitled to recover losses of c.\$30m under a cross-undertaking in damages in respect of VGO that was not delivered to them on account of an injunction obtained by VTB. The defence and a counterclaim alleged dishonesty and were based upon Russian law.
- ***Next Generation Holdings Ltd v Finch*** [2023] EWHC 2383 (Ch) – claim in the Business List. Yash acted on behalf of the first and second defendants, defending a claim for fraudulent breach of warranty and conspiracy in respect of the sale of an insurance broking business by his clients to the claimants. The claimants alleged that the defendants engaged in false accounting that inflated the value of the broking business, which meant they overpaid for the business and suffered extensive ongoing losses. The matter was listed for a 3-week trial in June 2023.
- ***Gulf Air v One Inflight & Others*** – Yash acted for Gulf Air, the Bahraini state-run airline, in its high profile fraud claim against an ex-employee who engineered a tender process whereby a company that he surreptitiously incorporated bid for and won the tender, following which he abstracted \$millions from Gulf Air as payment under the in-flight entertainment contract at rates that were much higher than Gulf Air had been told it would pay. By the time that Gulf Air realised it was being defrauded, he and his associates had abstracted c.\$20m from Gulf Air. There followed extensive freezing and interim injunctions, leading up to a 17-day trial in Nov 2020 at which Yash was the lead counsel (leading Koye Akoni). The case settled part way through the trial.
- Yash advised and acted for a wealthy private individual in 2021 in his claim for losses of \$1 billion against a Middle Eastern Bank, said to have arisen out of corruption and bribery at the bank, which led to the premature termination of various financing arrangements resulting in catastrophic losses.
- **LCIA Dubai** - Yash acted as lead counsel in a LCIA arbitration in Dubai in 2020 involving claims for \$140m under various loan agreements and a counterclaim of \$850m, involving a complicated commercial relationship between significant Azerbaijani and Turkish conglomerates in which allegations of fraud were advanced.
- **ICC London** – Yash acted for the claimant, co-counselling with Nigerian SAN, in a \$350m claim arising out of the sale of a Nigerian oil and gas company in which the claimant alleged fraud and breach of the SPA warranties.

## International Arbitration

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Yash is regularly instructed in arbitrations under ICC, LCIA, UNCITRAL and SIAC rules as well as those conducted on an ad hoc basis. He has been consistently recommended, for the past few years, in the International Arbitration section of Chambers & Partners.

Illustrative cases include:

- **ICC arbitration in London** – Yash is instructed by Geneva-based lawyers in respect of a claim for c.EUR 50m arising under various financing facilities as a result of the collapse of an oil refinery in Russia.
- ***New Stream Trading v Sberbank*** – Yash acts for the claimant in an application to allow the parties to be discharged from their confidentiality obligations in respect of a long and detailed award in respect of a claim against Sberbank, and for permission for the award to be used in various foreign proceedings.
- ICC arbitration, in London, in which Yash acted for the claimant in respect of a claim for \$20m arising out of the brokering of a high-value energy contract in Iraq. A s.68 challenge to the arbitral award was heard in the Commercial Court in mid 2022 with judgment handed down in December 2022. The judgment remains private.
- UNCITRAL and LCIA arbitrations, in Dubai and London. Yash acted as lead counsel for a Middle Eastern group (leading Craig Williams) in three related arbitrations in Dubai and London, resisting claims of \$300m under a suite of loan and financial agreements, and in which his clients brought a counterclaim of \$800m for breach of a joint venture arrangement.
- CIETAC arbitration, in Shanghai, in which Yash acted for the claimant, a blue-chip UK manufacturer in respect of the termination of a distribution agreement in China and the theft of the claimant's intellectual property rights.
- ICC arbitration, in London, in which Yash acted for a UAE insurer in respect of a subrogated claim against a first class shipyard in respect of the allegedly defective construction of a vessel that led to it being rendered a constructive total loss.
- ICC arbitration, in London: Yash acted for the claimant, co-counselling with Nigerian SAN, in a \$350m claim

arising out of the sale of a Nigerian oil and gas company in which the claimant alleged misrepresentation and breach of the SPA warranties.

- ICC arbitration concerning the sale of Ukrainian glass manufacturing businesses and disputes arising under the share sale agreement. Raised questions of fraud and the scope of the tribunal's jurisdiction over non-parties.
- **ICC arbitration** – Yash acted for an Indian iron ore trader in a \$5m claim against a state-owned subsidiary of the Government of Pakistan. Issues raised involved which party bore the risk of additional tax liabilities as a result of Government regulations changing during the contract period.
- **UNCITRAL arbitration** - acting for the respondent in a dispute as to the scope of mining rights provided under a mining development agreement. Includes questions as to whether the claimant is entitled to recover on a Wrotham Park basis or in unjust enrichment.
- **UNCITRAL arbitration** - 14 day arbitration hearing before Sir Bernard Rix, Sir David Steel and Michael Tselentis QC - concerned a claim for \$40m in respect of unpaid invoices for the supply of mining tyres and a counterclaim of \$50m as to the tyres being defective.
- **SIAC arbitration** – Yash acted for the claimant in respect of the sale of iron ore. Issues raised involve delays in opening the letter of credit, and veracity of the certification relied upon for payment.
- **LCIA arbitration** - ongoing - acting for the claimant in a \$15m claim in respect of alleged breaches of a share purchase agreement in the context of the sale of an oil and gas exploration company.
- **LCIA arbitration** - 10 day hearing in respect of a claim for \$25m consultancy services provided in the medical teaching sector.
- LCIA arbitration between two Georgian parties, governed by Georgian law.
- **Ad hoc** - 5 day arbitration concerning the failure to deliver petcoke under a sale contract. Issues of construction, estoppel by convention and loss.

## Information Technology

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IT and telecoms cases form an important part of Yash's broad commercial practice. He acts both in 'pure' IT cases – involving significant project disputes – and commercial cases in which IT forms an important component or issue. He is highly regarded for the depth and quality of his analysis and his direct and persuasive style of advocacy in complex IT disputes.

Yash has been consistently recommended, both as a junior and in silk, in the Information Technology section of Chambers & Partners.

Illustrative cases include:

- **CityFibre v GCI Network Solutions** – Yash, leading Paul Toms, acts for CityFibre in a Commercial Court claim concerning the proper construction of certain provisions of a novation agreement and whether the defendant is carrying out a 'Proposed Migration Project' within the meaning of the key term in respect of changes that it is making to telecoms infrastructure. The matter is listed for trial in late June 2024.
- **Webster & others v WPP** [2021] EWHC 2153 (Comm) – Yash acted as lead counsel for WPP, the advertising giant (leading Emily McKechnie). The claim related to the purchase by WPP of digital advertising technology through the sale of a SPV's shares. The claimants contended that WPP had benefited from the technology and sought £35m by way of further consideration under the SPA. The case combined involved points of construction as to the payment structure under the SPA and a highly technical dispute as to how online advertising worked. The case settled in early 2022.
- ICC arbitration in respect of the supply of the software used to construct NATO's European air defence system. Involved highly technical evidence of software experts and certain of the hardware used at the various NATO locations.
- **Guardian News & Media Ltd v The Rubicon Project Inc** – Yash acted as co-lead counsel (with Antony White QC, both leading Edward Craven) on behalf of The Guardian in its breach of contract and fiduciary duty claim against the US provider of AdTech services on The Guardian website in respect of the recovery of alleged secret commissions made by the AdTech provider. The claim sought damages of \$10m and raised important questions of what charges AdTech providers could legitimately levy.
- **Intechology plc v Legal Document Management Ltd**. Defending a claim for sums due in respect of hosting services, data back-up and bandwidth provision.
- **Personal Group v Gee 7** - acting for software company, defending claim for breach of copyright arising out of the alleged online copying of insurance provisions in the claimant's policies.
- **Alder Gill Associates v Saxman Ltd**. Yash was instructed in a case concerning alleged breaches of a contract for

services relating to the development of stock management software.

- ***De Beers v Atos Origin*** [2010] EWHC 3276 (TCC), Edwards-Stuart J. A four week trial in October/November 2010 concerning a successful claim by De Beers, the leading diamond trading company, against its IT suppliers in relation to the renunciation of a software development contract.
- ***Noemalife SpA v Infinit UK*** [2013] EWHC 2376 (TCC), Edwards-Stuart J. Claim by software provider for provision of licence fees in respect of an implied licence of clinical software.

## Banking

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Yash regularly advises and appears in a broad range of banking and finance disputes both on behalf of and against banks, financial institutions and hedge funds. The areas in which he is instructed include misselling claims, asset financing, claims under guarantees, the trading of distressed debt, issues as to conformity and rejection of documents and the scope of duties of banks.

Illustrative cases include:

- Yash is currently advising Sainsbury's Bank in respect of claims arising out of the mishandling by a contractor of credit card and loan applications, which have had a substantial impact on its business.
- ***Various claimants v X plc & ors*** – Yash is leading Will Mitchell in a representative action against a multi-national industrial conglomerate under s.90 and s.90A of FSMA in relation to the production of prospectuses and published information that misled investors as to the extent of bribery and corruption in which it was involved around the world. Yash acts on behalf of a group of over 100 claimants seeking remedies under FSMA in a claim in excess of £250 million.
- ***Holeszowski v Clydesdale Bank*** - Yash is instructed as lead counsel in respect of a £35m claim against the Clydesdale Bank in respect of alleged misrepresentations and breaches by the bank in relation to a substantial property development project.
- ***Kreditanstalt für Wiederaufbau v Azov-Don Shipping Co JSC*** [2021] EWHC 1406 (Comm) - Yash acted for the defendant in seeking to resist a claim for EUR 10m by the claimant bank under a guarantee. The case involved analysis of questions of authority (actual, usual and ostensible) to enter into the guarantee and ratification, together with evidence of Russian law on accession and company law.
- Currently advising on a number of misselling claims involving niche CDOs and mortgage-backed securities.
- Yash has given expert evidence on English law in the context of a High Court claim in Singapore against Credit Suisse.
- ***Abbot Investments v Nestoil*** [2017] EWHC 119 (Comm), Teare J. Yash acted for the defendant guarantor in (successfully) resisting a \$2m claim for payment under the guarantee on account of there being a real prospect of the primary liability not arising by reason of alleged fraud in the context of the underlying contract to which the guarantee related.
- ***Pentland Ferries Ltd v Bank of Scotland plc***. Claim by the beneficiary of a standby letter of credit against a collecting bank arising out of a failure by the collecting bank to provide original documentation and/or for failing to check the accuracy of information being sent by it to the issuing bank, resulting in the claim under the standby letter of credit being rejected.
- ***Kaupthing Singer & Friedlander Ltd v Palladio SCI***. Claim by claimant bank in respect of repayment under loans in the sum of EUR 10m. Issues raised included whether the loans had been restructured such that the defendant was not in breach of the now-restructured agreement and/or whether the claimant bank could be said to have waived or be estopped from insisting on repayment within the alleged timescales.
- ***Bombardier Capital UK Ltd v G E Commercial Distribution Finance Europe Ltd***. Dispute concerning the purchase of yacht financing facilities as between two finance houses in circumstances where a number of the yachts in question had ceased to exist; whether the money paid by the claimant to the defendant was recoverable as money paid under a mistake of fact or on the ground that the defendant was a Quistclose trustee.
- ***Sabah Shipyard (Pakistan) Ltd v Islamic Republic of Pakistan*** [2008] 1 Lloyd's Rep 210, Christopher Clarke J. Claim for US\$18m against the Government of Pakistan under a guarantee in respect of the obligations of a state-owned electricity company which entered into a power purchasing agreement with the claimant in the 1990s; whether the guarantee was procured by fraudulent misrepresentation on the part of the claimant.
- ***Barbados Trust Company Ltd v (1) Bank of Zambia (2) Bank of America N.A.*** [2007] 1 Lloyd's Rep 495 (Waller, Rix and Hooper L.J.J.); [2006] 1 Lloyd's Rep 723, Langley J. Dispute concerning whether a debt trader was entitled to recover a US\$3.6m traded debt against the Bank of Zambia, the debtor under a syndicated bank loan facility, in circumstances where the facility contained a prohibition on assignment; and whether the use of a declaration

of trust circumvented the prohibition on assignment.

## Insurance

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Yash has experience of a wide range of classes and types of insurance dispute, acting on behalf of insurers, brokers and assureds, involving a broad range of issues in the marine and non-marine sectors, including issues of construction, double insurance, contribution, insurable interest and non-disclosure.

Illustrative cases include:

- ***Next Generation Holdings Ltd v Finch*** – ongoing claim in the Business List. Yash, leading Joe Sullivan, acts on behalf of the first and second defendants, defending a claim for fraudulent breach of warranty and conspiracy in respect of the sale of an insurance broking business by his clients to the claimants. The claimants allege that the defendants engaged in false accounting that inflated the value of the broking business, which meant they overpaid for the business and suffered extensive ongoing losses. The matter is listed for a 3-week trial in June 2023.
- ***St Julian Maritime One Ltd v HDI Global SE & others*** – Yash was instructed on behalf of insurers resisting a claim that damage sustained by the claimant's yacht rendered it a CTL and as to the extent of indemnity recoverable under the marine policy. The case settled in late 2022.
- ***Boumar Shipping v Investflot Insurance*** [2020] EWHC 1791 (Comm) - security for costs application in which Yash's clients successfully obtained an unless order requiring the claimants in a marine insurance claim to put up security for costs.
- ***Re Walker's Trusts***. Acting for a large Jersey-based trust on their indemnity insurance arrangements in relation to the trustee companies and underlying companies within the trust structure.
- ***Andrew Johnson Knutson Ltd v Markel Syndicate 3000***. Acting for assured in a claim under a business interruption policy for losses arising out of an alleged explosion within the terms of the policy.
- ***Quail Travel Group SA v IC Scandinavia***. Acting for insurer on claim under a hull and machinery policy, raising issues of insurable interest and non-disclosure by co-assured.
- ***Enron Metal & Commodity Corp v Navan Resources s.*** Acting on behalf of assured in a claim under a credit insurance policy whereby Enron insured itself against the risk of the parent company of a counterparty failing to be able to meet a guarantee.
- Coverage dispute in respect of a marine insurance policy.

## Academic

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MA (Law, Double First Class) (Cantab)

## Awards

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Fairest Prize for Law. Highest First Class for Equity in Cambridge University Law Tripos Part II.  
Hardwicke and Sunley Scholarships (Lincoln's Inn).

## Ranking

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## Publications

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Butterworths Commercial Court & Arbitration Pleadings - author of the chapter on Agency.  
Informa Law 2009 - writing chapter on rules and doctrines relevant to jurisdiction and maritime law.

## Memberships

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COMBAR  
Commercial Fraud Lawyers Association  
Indian Maritime Association (UK)  
Chancery Bar  
Society for Computers and Law

## Languages

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Hindi (fluent) and French (near-fluent).