



Mark Stiggelbout

Called: 2011

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Practice Overview

Mark has a broad international commercial practice, with particular emphasis in shipping, commodities, aviation, insurance and energy disputes. He is recommended as a leading practitioner in both of the independent guides to the market - Chambers UK and the Legal 500.

Mark's recent reported cases include:

- ***Deleclass Shipping v. Ingosstrakh Insurance (The Siderfly)*** [2018] EWHC 1149 (Comm) and [2018] EWHC 1135 (Comm) (successfully establishing a 'stifling' defence to a security for costs application);
- ***The Bulk Indonesia*** [2017] 2 Lloyd's Rep. 385 (successfully resisting an arbitration appeal under s.69 concerning the BIMCO Piracy Clause 2009); and
- ***Bunge SA v. Nidera BV*** [2015] 3 All E.R. 1082 (acting for the successful appellants in this leading Supreme Court decision on the compensatory principle and the GAFTA Default Clause).

Mark regularly acts as sole counsel in litigation and arbitration proceedings, which has included obtaining freezing injunctions against persons unknown and a ***Norwich Pharmacal*** order.

Mark has published articles in leading journals in the fields of contract, tort and the conflict of laws. These have been cited in leading practitioner texts, academic articles and student textbooks.

What the directories say

'He is always approachable and extremely modest despite his clear talent.'
(Legal 500 2019)

'Very bright and able.'
(Legal 500 2019)

... "Very bright and approachable. He has a good eye for detail." ... "His written work is exceptional and thorough. He is creative in thinking of arguments." ...
(Chambers UK, 2019)

... "Very user-friendly and good on the detail" ...
(Legal 500, 2017)

... "He is well ahead of his years; his drafting skills are amazing, he is very precise, clear and he is always there to step up if you are in trouble."...

(Chambers UK, 2017)

... "He provided comprehensive and compelling advice."...

(Chambers UK, 2017)

... "Concise and thorough in his approach"...

(Legal 500, 2016)

Shipping & Maritime

Mark is a specialist in the field of dry shipping. He has been involved in litigation and arbitrations across the full spectrum of charterparty and bill of lading work, including off-hire, speed and performance, unsafe port, demurrage, cancellation, delivery/redelivery, repudiation, unseaworthiness and cargo claims (including allocations of liability under the Hague/Hague-Visby Rules and the Inter-Club Agreement 1996).

Illustrative recent cases include:

- Appeal to the Commercial Court under s.69 of the Arbitration Act 1996 (permission granted). Question of law concerns the extent to which damages for lost time can be awarded to a charterer outside the operation of an off-hire clause.
- Commercial Court claim concerning detention of a vessel in Liberia. Issues include time charter trading limits and the scope of 'restraint of princes' exceptions (to damages and off-hire).
- Linked LMAA arbitrations concerning alleged contamination of a cargo of soya bean oil with naphtha. Issues as to allocation of responsibility between owners, time and voyage charterers.
- LMAA arbitration concerning the hijacking of a vessel by Somali pirates. Issues include the extent to which the March 2009 BIMCO Piracy Clause covers time lost after the relevant attack/seizure ends (e.g. time required for essential repairs).

Wet Shipping

Mark has represented parties, both led and unled, in numerous wet shipping and yacht matters.

Illustrative recent cases include:

- Multi-million pound collision/allision action arising out of damage to a superyacht.
- Advising on a collision between a container ship and a vehicle carrier.
- Collision claims arising out of yacht races.

Aviation & Travel

Mark regularly acts for many of the world's major airlines and package tour operators. He has extensive experience of claims brought under the Montreal Convention (often concerning personal injury and damaged/delayed baggage) and under EC Regulation 261/2004 (concerning flight delays, cancellations and instances of denied boarding). He has extensive experience of litigating the Regulation 261 "extraordinary circumstances" after *Jet2.com Ltd v. Huzar* [2014] 4 All E.R. 581, including successfully establishing the defence in cases concerning manufacturing defects, air traffic control decisions, bird strikes, crew sickness, and adverse weather conditions.

Illustrative recent cases include:

- **Horstink & Snapper v. British Airways** (19 February 2015). Represented B.A. in the case of a missed connection arising from delay caused by an air traffic control decision.
- **Marchbank-Smith & others v. Virgin Atlantic Airways Limited** (31 March 2015). Represented V.A.A. in the trial of 14 combined claims arising from overnight delay caused by pilot sickness.

International Trade & Commodities

Mark has acted in a number of important and high value commodities disputes.

Illustrative recent cases include:

Appearing for the successful appellants in the Supreme Court in *Bunge SA v. Nidera BV* [2015] 3 All E.R. 1082 (led by Simon Rainey QC), a leading case on the compensatory principle and the GAFTA Default Clause.

Appeal to the Commercial Court under s.69 of the Arbitration Act 1996 worth US\$13m, arising out of a series of related GAFTA awards. Issues include the correct measure of damages for non-delivery where the buyers' intention was to sell the goods on at below market rate.

Construction

Mark has recently been instructed on a c.\$500m construction dispute concerning delayed and over-budget oil facilities in the Middle East.

International Arbitration

Mark is regularly instructed in international arbitrations, leading to both 'documents only' and oral hearings. He is a specialist when it comes to drafting pleadings and closing submissions in LMAA arbitrations. He is also often instructed in relation to arbitration appeals in the courts.

Illustrative recent cases include:

- Appeal to the Commercial Court under s.69 of the Arbitration Act 1996 (permission granted). Question of law concerns the extent to which damages for lost time can be awarded to a charterer outside the operation of an

off-hire clause.

- Appeal to the Commercial Court under s.69 of the Arbitration Act 1996 worth US\$13m, arising out of a series of related GAFTA awards. Issues include the correct measure of damages for non-delivery where the buyers' intention was to sell the goods on at below market rate.
- Shipbuilding arbitration worth US\$96m. Represented the buyers of two 13,000 TEU container vessels in their claim for refunds of purchase price instalments following missed delivery dates.
- Shipbuilding arbitration worth US\$37m. Represented the buyers of a 176,000 DWT bulk carrier in their claim for a refund of the purchase price following alleged repudiatory breaches as to the vessel's condition.

Shipbuilding

Mark has been instructed in a number of high-value shipbuilding arbitrations.

Illustrative recent cases include:

- Shipbuilding arbitration worth US\$96m. Represented the buyers of two 13,000 TEU container vessels in their claim for refunds of purchase price instalments following missed delivery dates.
- Shipbuilding arbitration worth US\$37m. Represented the buyers of a 176,000 DWT bulk carrier in their claim for a refund of the purchase price following alleged repudiatory breaches as to the vessel's condition.

Academic

M.A. (Oxon.)
B.C.L. (Oxon.)
LL.M. (Harvard)
BPTC, BPP Law School (Outstanding).

Awards

Scholar, Corpus Christi College, Oxford (2006-08)
Michael and Judith Beloff Scholarship, Trinity College, Oxford (2008-09)
Arts and Humanities Research Council Professional Preparation Masters Award (2008-09)
Junior Award, Gray's Inn (2010-11)
Lee Essay Prize, Gray's Inn – First Prize (2011).

Publications

- [The Nature of the Owner's Charterparty 'Lien' upon Sub-Hires and Sub-Freights](#) - (2013) Shipping & Transport International, 9 (4), 18-21
- [Contractual Remoteness, "Scope of Duty" and Intention](#) [2012] LMCLQ 97-121 (cited in Scrutton on Charterparties and Bills of Lading, and in Andrews, Contract Law)
- [The Recognition in England and Wales of United States Judgments in Class Actions](#) (2011) 52 Harv. Int'l L.J. 435-501 (cited in Dicey, Morris & Collins on The Conflict of Laws, and in Briggs, Civil Jurisdiction and

Judgments)

- [The Case of "Losses in Any Event": a Question of Duty, Cause or Damages?](#) (2010) 30 Legal Studies 558-585 (cited, e.g., in Kramer, *The Law of Contract Damages*, Lunney & Oliphant, *Tort Law: Text and Materials*, and Clarke, *Law of Insurance Contracts*)
- **The Scope and Rationale of the Principle that the Defendant "Takes his Victim as he Finds him"** (2009) 17 Tort L Rev 140-157 (cited in Lunney & Oliphant, *Tort Law: Text and Materials*)
- [I'm banking on you - Rethinking Reliance](#) [2008] LMCLQ 258-264 (cited in Ellinger's *Modern Banking Law*, and in Cartwright, *Misrepresentation, Mistake and Non-disclosure*)

In-House Experience

Gard A.S., Norway (Arendal & Oslo) – Defence team

Glencore, London – Compliance Team

Xchanging Claims Services, London – Energy Insurance team

Yulchon LLC, Seoul, South Korea - International Dispute Resolution team

Memberships

COMBAR
TECBAR

Interests

Music, sport and reading.