



Yash Kulkarni QC

Called: 1998 Silk: 2018
yash.kulkarni@quadrantchambers.com

Practice Overview

Consistently recommended as a leading barrister in the legal directories for Commercial Litigation, Commodities, Shipping and Information Technology, Yash Kulkarni has a broad commercial practice covering international trade, banking, information technology, insurance and insolvency. He is described by Chambers UK as: "...a formidable opponent... quick and clever, as well as wonderfully approachable and easy to work with."

He has appeared extensively in the Commercial Court, QBD, Technology and Construction Court and arbitration and has particular experience of applications for interim relief including applications to appoint receivers, freezing and search orders and asset preservation orders. He also experienced in applications for anti-suit injunctions. Yash has appeared in over 20 reported cases over the past 5 years alone.

What the directories say

'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)

"...He is able to sort out the important issues quickly and efficiently..."
(Legal 500, 2017)

"...A commercially astute, creative and technically strong barrister, who is very thorough in his arguments.'
(Legal 500, 2017)

"...Calm and commercial with excellent drafting and advocacy skills..."
(Legal 500, 2017)

"..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)

"...technically adept and tactically aware..."
(Chambers UK, 2017)

"...A very polished performer." "He is extremely user-friendly and approachable..."
(Chambers UK, 2017)

"...Clearly on top of his material, he's a very good cross-examiner and an impressive performer all round..."
(Chambers UK, 2017)

"...Very creative, comprehensive and thorough, always showing good commercial understanding..."
(Legal 500, 2016)

"...Genuinely a star performer, whom solicitors would entrust with their personal matters..."
(Legal 500, 2016)

"...very meticulous and a producer of excellent written work." "He is technically adept, tactically aware and someone who gives useful commercial guidance"...." "He is amazing and lovely to deal with as he's really calm and reassuring. His legal opinion is so clear, concise and easy to follow." "He swiftly acquires a clear grasp of complex situations and remains analytical, authoritative and unflappable even under pressure..."
(Chambers UK 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)

"...a confident advocate who is very powerful because he can really hit home hard with his arguments, and also has a good rapport with the judges. Anything that he delivers to us is always meticulous and he has a very calming manner which clients really like. On top of that, he's very decisive, will immediately see what's going on and can devise strategies and plans that work..."
(Chambers UK 2015)

“...a considered, determined and unflappable advocate, who delivers results and is friendly, prompt and organised...”

(Legal 500 2014)

**“...lends a real charm to his advocacy, which certainly goes a long way with the Bench ...” ; “...a formidable opponent...”; “...he is quick and clever, as well as wonderfully approachable and easy to work with. His a’Genuinely a star performer, whom solicitors would entrust with their personal matters.’
dvocacy is particularly admirable...”**

(Chambers UK 2013)

Commercial Dispute Resolution

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. Illustrative cases include:

- **Nissan v Fiamm** - Yash is currently instructed as lead counsel on behalf of Nissan in respect of a EUR 60m against an Italian battery manufacturer in respect of alleged deficiencies in lead acid batteries installed in Nissan cars. The case involves a number of technical issues and is listed for a 6 week trial in 2019.
- **LCIA Dubai** - Yash is currently instructed as lead counsel in a LCIA arbitration in Dubai involving claims for \$140m under various loan agreements and a counterclaim of \$850m, involving a complicated commercial relationship between significant Azerbaijani and Turkish conglomerates.
- **ICC London** - ongoing and listed for hearing in February 2019 - acting for the claimant in a \$350m claim arising out of the sale of a Nigerian oil and gas company in which the claimant alleges misrepresentation and breach of the SPA warranties. Yash is co-counselling with Nigerian SAN on the case before a tribunal of Lord Hoffman, Dr Michael Pryles and Kemi Pinheiro SAN
- **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.
- **Guardian News & Media Ltd v The Rubicon Project Inc** - Yash is instructed as one of two QCs in a three counsel team on behalf of *The Guardian* in respect of a claim for the recovery of alleged secret commissions and private fees made by the defendant in the context of providing online advertising services (AdTech) in which it sold the claimant’s website space to third party advertisers through an auctioning process. The case is listed for trial in 2019.
- **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. The case has not yet been listed for trial.
- **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 Jebsen** [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.
- **Sanctions work.** Advising on the effects of the US, EU and UK Iranian sanctions and Myanmar sanctions regimes. Re the Iranian sanctions regime, this includes advising on a contract for the provision of internet and telephony services through a part-Iranian owned entity. Re the Myanmar sanctions regime, this includes advising on re-structured transactions for the sale of dual-use items indirectly to the Myanmar military through other states.
- **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 & Maritime

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, and unsafe port claims.

Illustrative cases include:

- **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
- ***Various ongoing LMAA references*** - Saleform disputes; breach of nomination provisions; legally/politically dangerous cargo; unsafe port; off-spec bunkers.
- ***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 peremptory 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.

International Trade & Commodities

Yash regularly advises in a broad range of commodities disputes.

Illustrative cases include:

- SIAC arbitration - listed for a 7 day hearing in 2018 - acting 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 - dispute raising issues of jurisdiction, contract formation and extent of loss in the context of the sale of oil.
- UNCITRAL arbitration - ongoing dispute as to mining rights under a mining licence. Not yet listed for hearing.
- 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.
- Various GAFTA and FOSFA arbitrations raising questions of time bar, quality/specification and the calculation of loss.

- 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.

International Arbitration

Yash is regularly instructed in arbitrations under ICC, LCIA, UNCITRAL and SIAC rules as well as those conducted on an ad hoc basis.

Illustrative cases include:

- ICC arbitration - ongoing and listed for hearing in 2019 - acting for the claimant in a \$350m claim arising out of the sale of a Nigerian oil and gas company in which the claimant alleges misrepresentation and breach of the SPA warranties. Yash is co-counselling with Nigerian SAN on the case before a tribunal of Lord Hoffman, Dr Michael Pryles and Kemi Pinheiro SAN.
- ICC arbitration concerning the sale of Ukrainian glass manufacturing businesses and disputes arising under the share sale agreement. Raises questions of fraud and the scope of the tribunal's jurisdiction over non-parties.
- ICC arbitration - acting for an Indian iron ore trader in a \$5m claim against a state-owned subsidiary of the Government of Pakistan. Issues raised involve which party bears the additional taxation 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 in 2017 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 - listed for a 7 day hearing in 2018 - acting 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, before Lord Hoffmann, Sir Philip Otton and Jonathan Hirst QC. Settled late 2015.
- Ad hoc - 5 day arbitration concerning the failure to deliver petcoke under a sale contract. Issues of construction, estoppel by convention and loss.

Shipbuilding

Yash is instructed in a wide range of construction and energy disputes. 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 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.
- 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. Claim settled in late 2015.
- 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.

Information Technology

Yash is highly regarded for the quality of his analysis and advocacy in complex information technology disputes. He is particularly experienced with regard to matters relating to software licensing and contract disputes.

Illustrative cases include:

- **Nissan v Fiamm** - Yash is currently instructed as lead counsel on behalf of Nissan in respect of a EUR 60m against an Italian battery manufacturer in respect of alleged deficiencies in lead acid batteries installed in Nissan cars. The case involves a number of technical issues, including questions as to battery charging algorithms and the underlying hardware and software, and is listed for a 6 week trial in 2019.
- **Guardian News & Media Ltd v The Rubicon Project Inc** - Yash is instructed as one of two QCs in a three counsel team on behalf of *The Guardian* in respect of a claim for the recovery of alleged secret commissions and private fees made by the defendant in the context of providing online advertising services (AdTech) in which it sold the claimant's website space to third party advertisers through an auctioning process. The case is listed for trial in 2019.
- **Intechnology 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 Infinitt 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 & Financial Services

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:

- **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. The case has not yet been listed for trial.

- Currently advising on a number of misselling claims involving niche CDOs and mortgage-backed securities.

- **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 & Reinsurance

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:

- **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 Knutzon 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

MA (Law, Double First Class) (Cantab)

Awards

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

Languages

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

Publications

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

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