



Chirag Karia KC

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Chirag Karia KC is a leading commercial silk with a broad commercial, international arbitration, energy, shipping and international trade practice. He appears in the Commercial Court, the Court of Appeal, the Supreme Court and international arbitrations. He is listed as a 'Leading Silk' for Shipping and Commodities disputes by Chambers UK, Chambers Global, The Legal 500 UK, The Legal 500 Asia Pacific and Who's Who Legal and for Commercial disputes by Legal 500 EMEA. Chambers UK notes that:

"He is very user-friendly, a very good advocate and excellent at cross-examining. He is a pleasure to work with." "He has great insight into the international aspects of dispute resolution, and is known for the quality of his written work as much as his forceful advocacy". "His diligent approach towards difficult and complex cases, combined with his detailed knowledge of the law, produces superb results".

The Legal 500 describes him as *"an extremely intelligent, highly erudite and tactically astute barrister"*.

Chirag is instructed on high level and important shipping, commodities, insurance/reinsurance and general commercial cases, usually multi-jurisdictional and vigorously fought. He is presently lead counsel in a US\$2.45 billion claim in the ***Russian Aircraft Insurance Litigation*** against London and international reinsurers for the loss aircraft leased to Russian carriers following Russia's invasion of Ukraine, and is shortly to appear in the UK Supreme Court to argue a commodities and arbitration law appeal. Over the past few years he has acted on: US\$350 million claims arising from the Hin Leung and Ocean Tankers fraud in Singapore; ***Unipet v BP & others***, a complex series of inter-related Commercial Court actions and LCIA arbitrations claiming over US\$80 million in damages from multi-national oil companies as a result of the sale of salt-contaminated crude oil; ***The Ratna Suradha***, a multi-party dispute, involving the sovereign states of Sudan and South Sudan as parties as to title to a US\$60 million cargo of oil; ***Great Elephant Corp. v. Trafigura Beheer BV ("The Crudesky")***, a five party "chain" dispute in which Chirag's clients succeeded in the Commercial Court and then secured a substantially increased recovery from the Court of Appeal; and ***The Yusuf Cepnioglu***, in which Chirag secured anti-suit injunctions against actions brought against his P&I Club client by third parties under Turkey's right of direct action against liability insurers.

His cases range from charterparty, insurance/reinsurance, bill of lading and commodities disputes to complex oil & gas, share purchase, conflicts of laws and arbitration matters. He also sits as an arbitrator (most recently under the ICC, DIAC and LMAA rules), is a Registered Practitioner before the Dubai International Financial Centre (DIFC) Courts and teaches advocacy to barristers for Lincoln's Inn.

He practised as an attorney in California before returning to the Bar of England & Wales – he is admitted to practise before all the Federal and State Courts in California, where he practiced for 10 years prior to returning to the Bar. Chirag's US practice consisted of a wide range of commercial work, including international trade, oil and gas law, banking, securities fraud, conflicts of laws and intellectual property law. He has a number of reported Federal Court decisions.

Chirag graduated from Cambridge University with the top first in his year (winning the Slaughter and May Prize) and

achieved First Class Honours in all three parts of the Law Tripos.

What the directories say

- *'Excellent attention to detail. Advice is clear, concise and practical, and is always helpful to the client.'* (Legal 500 EMEA, 2024)
- *'A very rare combination of tenacious advocacy and academic excellence.'* (Legal 500, 2024)
- *'Chirag is an astute judge of the mood of the court, knowing when to push harder for the client's interest, and his advice is practical.'* (Legal 500, 2024)
- *'His key strength is explaining complicated concepts with ease and simplicity for clients.'* (Chambers UK, 2024)
- *'Chirag is able to swiftly unravel complex issues and present cogent, practical advice for clients.'* (Chambers UK, 2023)
- *'He is very bright, organised and puts his points across to tribunals and clients alike effectively, but with charm.'* (Chambers UK, 2023)
- *'Extremely talented black letter KC.'* (Legal 500, 2023)
- *'Reliable, engaged and offering a commercial, analytical approach to law he is a clear thinker and a shameless proponent of his client's cause.'* (Legal 500, 2023)
- *'Chirag is very impressive, effective and particularly skilled in cross-examination. He is a brilliant advocate, adviser and counsel. He is courageous and thorough.'* (Chambers UK, 2022)
- *'Commercial, pragmatic and user-friendly, he knows the commodities sector inside and out, and is excellent on feet and ferocious in cross-examination.'* (Legal 500, 2022)
- *'A strong black-letter Silk who, importantly, is also very commercial. This attribute combined with his legal acumen is extremely valuable in furthering clients' best interests.'* (Legal 500, 2022)
- *'He is outstanding and provides clear, commercial advice.'* (Chambers UK, 2021)
- *'An excellent silk who picks the right points and handles complex disputes well.'* (Legal 500, 2021)
- *'He provides commercial and pragmatic advice, and his attention to detail is excellent.'* (Legal 500 Asia Pacific, 2021)
- *'Chirag Karia is a pleasure to work with, and he is responsive, thorough and reliable. He is also technically excellent.'* (Chambers UK, 2021)
- *'Karia is very user-friendly, provides clear and concise advice and is extremely responsible.'* (Chambers UK, 2021)
- *'He is someone who I am always happy to have on my side rather than against me.'* (Legal 500, 2021)
- *'An extremely intelligent, highly erudite and tactically astute barrister.'* (Legal 500 Asia Pacific, 2020)
- *'Chirag is particularly valued for his down-to-earth and commercial approach to advocacy which plays well with trade tribunals.'* (Chambers UK, 2020)
- *'A very good advocate who has excellent cross-examination skills.'* (Chambers UK, 2020)
- *'He's extremely commercial, approachable and has a fantastic eye for detail.'* (Chambers UK, 2020)
- *'His grasp of the law and his ability to apply it to any given case is second to none.'* (Legal 500, 2020)
- *'A leading legal mind, he always seems to take the right points and is excellent counsel for complex and high-pressure disputes.'* (Legal 500, 2020)
- *'User-friendly, sharp and quick-witted.' "...extremely commercial and approachable. He has a fantastic eye for detail." "...he gives clear, concise and practical advice.'* (Chambers UK, 2019)
- *'He is quick thinker on his feet and has strong cross-examination skills.'* (Legal 500, 2019)

- *"His work includes a range of chartering and award enforcement matters."*(Legal 500, 2019)
- *"A safe pair of hands for high-level and complex commodities cases."*(Legal 500, 2019)
- *"He is a very good advocate in terms of cross-examination and making submissions. He is also very good on paper and user-friendly. He ticks all the boxes."*(Chambers UK, 2018)
- *"Prompt, helpful, sharp and commercial." "...His legal advice is clear and concise."*(Chambers Global, 2019)
- *"Fantastic to work with."*(Legal 500, 2017)
- *"Excellent on the law and crystal-clear in both oral and written advocacy; a formidable barrister."*(Legal 500, 2017)
- *"He is very user-friendly, a very good advocate and excellent at cross-examining. He is a pleasure to work with." "...He is very bright, very commercial, and his advice was spot on."*(Chambers UK, 2017)
- *"A consummate litigator who fights to win and knows the file back to front. He has a charming manner with the bench."*(Chambers UK, 2016)
- *"A great tectician and a great legal brain, liked by clients and the court." ... "Excellent."*(Legal 500, 2016)
- *"Clear, effective and sensitive to clients' needs."*(Legal 500, 2015)
- *"His diligent approach towards difficult and complex cases, combined with his detailed knowledge of the law, produces superb results."*(Chambers UK, 2014)
- *"One of the most user-friendly, hardworking and effective barristers at the Bar."*(Legal 500, 2012)

Shipping

Chirag is regularly instructed on high level and important shipping and commodities cases, usually multi-jurisdictional and vigorously fought.

Dry Shipping

- *Star Axe I LLC v Royal & Sun Alliance Luxembourg SA ("The Star Antares")*[2023] EWHC 2784 (Comm) (authority determining the version of the York-Antwerp Rules applicable to general average adjustments under the widely-used CONGENBILL 1994).
- *Tenacity Marine Inc v Noc Swiss LLC*[2023] Lloyd's Rep. Plus 78 & *OCM v Gulf Petrochem FZC* [2023] 2 Lloyd's Rep. 177 (enforcement of letters of indemnity for delivery without production of bills of lading; law re actual and apparent authority of agent and ratification).
- *OCM v Gulf Petrochem FZC* [2023] 2 Lloyd's Rep. 177 (enforcement of letters of indemnity for delivery without production of bills of lading; law re actual and apparent authority of agent and ratification).
- *Ocean Tankers Pte Ltd Litigation & Arbitrations*(Acting in SIAC arbitrations and advising in relation to Singapore Court actions relating to the collapse of Ocean Tankers in Singapore as a result a US\$800 million fraud affecting it and Hin Leong Trading (Pte) Ltd).
- *Maersk AS v Mercuria Energy Trading SA* [2021] EWHC 2856 (Comm) (effect of delay and expiry of time-bar on discretion to issue anti-suit injunction).
- *LCIA Arbitration* (2021) (claim for delivery of contaminated "Houston Problem" bunker oil; quantification of damages).
- *Tenacity Marine Inc v NOC Swiss LLC* [2020] EWHC 3214 (Comm) (successfully discharged mandatory injunction enforcing letter of indemnity by proving impecuniosity).
- *Tenacity Marine Inc v NOC Swiss LLC* [2020] EWHC 2820 (Comm), [2021] Bus. L.R. 1108 (mandatory injunction enforcing letter of indemnity issued for delivery without production of bills of lading).
- *London Arbitrations* (2020) (related arbitrations concerning effectiveness of exercise of lien over sub-freights and requirements for stakeholder action under s. 44 of the Arbitration Act 1996).
- *London Arbitration* (2019) (large dispute arising from complex, long-term bunker supply fraud with related criminal proceedings abroad).
- *Sea Master Shipping Inc v Arab Bank (Switzerland) Ltd ("The Sea Master")*[2018] EWHC 1902 (Comm) (whether arbitral tribunal has jurisdiction under Carriage of Goods by Sea Act 1992 over trade finance bank which was only an intermediate bill of lading holder; jurisdictional challenge under s. 67 of Arbitration Act 1996).

- **Ship Finance Arbitration** (whether financier entitled to accelerate loan; whether financier's sister company entitled to terminate bareboat charter).
- **Shipbuilding & Finance Arbitration** (whether ultimate purchaser of newbuilding entitled to cancel bareboat charter arrangement with financier for delay by shipbuilders).
- **Sam Purpose AS v Transnav Purpose Navigation Ltd** [2017] 2 Lloyd's Rep. 50 (availability of anti-suit and anti-arrest injunctions where commencement of proceedings on the merits required by the arresting country's law).
- **Shipowners' Mutual Protection & Indemnity Association (Luxembourg) v. Containerships Denizcilik Nakliyat Ve Ticaret As (The "Yusuf Cepnioglu")** [2016] 1 Lloyd's Rep. 641 (CA) (secured an anti-suit injunction against 3rd party charterers claiming against P&I Club in a foreign court under a foreign law right of direct action; anti-suit injunction secured on the contractual/The Angelic Grace basis to enforce arbitration clause in the Club cover even though there was no contract between the parties; *The Jay Bola* (CA) followed and *The Hari Bhum* (No. 1) (CA) disapproved).
- **Great Elephant Corp. v. Trafigura Beheer BV ("The Crudesky")** [2014] 1 Lloyd's Rep. 1 (CA) (whether seller/shipper at the bottom of sale contracts chain constituted an "agent" of charterer under charterparty and sale contracts; whether governmental detention and fine following loading of oil in breach of regulations amounted to force majeure/restraint of princes and/or novus actus interveniens).
- **Metall Market OOO v. Vitorio Shipping ("The Lehmann Timber")** [2013] 2 Lloyd's Rep. 541 (CA) (recoverability of storage and other expenses of exercising lien for general average contribution resulting from piracy; whether lien lost by acceptance of cargo insurers' guarantee).
- **Chambal Fertilisers And Chemicals Ltd v. Trafigura Beheer BV ("The Ratna Shradha")** [2013] EWCA Civ 746 (CA) (multi-party dispute involving both Sudan and South Sudan as parties as to title to US\$60 million consignment of oil resulting from international dispute between Sudan and the recently seceded South Sudan raising complex jurisdictional & sovereign immunity issues; settled).
- **Ownest Shipping Limited v. Qatar Navigation QSC ("The Qatar Star")** [2011] 1 Lloyd's Rep. 350 (construction and effect of standard anti-technicality clause in time charter; whether "intention" encompasses recklessness; effect of wrongful deductions from hire).
- **Charterparty Arbitration** (2011) (leading Stephanie Barrett of Chambers) (successful claim against oil major for repudiation of charterparty; loss of oil major approval held not to constitute inability to trade to "any port of place" so as to justify cancellation; meaning of "available market" after wrongful cancellation).
- **Sylvia Shipping Co Ltd v Progress Bulk Carriers Ltd ("The Sylvia")** [2010] 2 Lloyd's Rep. 81 (test for remoteness of damages in contract after the decision of the House of Lords in *The Achilleas* [2009] 1 AC 61; recoverability of charterers' loss of profits for sub-charter lost due to owners' breach of charter).
- **Onego Shipping & Chartering BV v JSC Arcadia Shipping ("The Socol 3")** [2010] 2 Lloyd's Rep. 221 (Applicability of cl. 13(b) NYPE 93 form's indemnity to losses caused by indemnified party's negligence and ship's unseaworthiness; *Adamastos* (HL) and verbal manipulation of wording of Hague-Visby Rules).
- **Choil Trading SA v Sahara Energy Resources Ltd** [2010] EWHC 374 (Comm) (Quantification of damages for delivery of contaminated goods under FOB contract; recoverability of hedging losses; construction of exemption and time bar clauses).
- **Transportation & Logistic Consulting SA v Schlumberger Seaco Inc** [2009] EWHC 120 (Comm) (Comm Ct) (maritime agent's entitlement to reimbursement of fines paid to Equatorial Guinean Customs and Prime Minister; bribery/illegalities; US Federal Corrupt Practices Act).
- **Nakanishi Kikai Kogyosho Ltd v. Intermare Transport GmbH** [2009] EWHC 994 (Comm) (determining identity of charterer under repudiated charterparties).
- **Ship Building Arbitration** (2009) (successfully obtained anti-suit and anti-arrest injunctions and specific performance decrees requiring shipbuilders to complete and deliver newbuilding from London arbitral tribunal).
- **Charterparty Arbitration** (2009) (construction and applicability of NYPE 93 form's deck cargo indemnity).
- **Mediterranean Shipping Company v. OMG International & Ors** [2008] EWHC 2150 (Comm) (Comm Ct) (relevant factors for worldwide freezing injunction against non-resident party; necessity for international cooperation against fraud in shipping industry; addition of parties after summary judgment against existing defendant).
- **The MSC Amsterdam** [2007] 2 Lloyd's Rep. 622 (CA) (Temporal scope of the Hague/Hague-Visby Rules; Applicability of Art. IV(5) package limit to misdelivery; effect of Paramount Clauses; measure of damages for conversion).
- **Canmer International Inc v. UK Mutual Steamship Assurance Association (Bermuda) Ltd ("The Rays")** [2005] 2 Lloyd's Rep. 479 (Comm Ct) (whether P & I Club letter of undertaking imposing primary or secondary payment obligation; requirements for effective payment; relationship of related arbitral awards).
- **Haughland Tankers AS v. RMK Marine Gemi Yapim Sanayii ve Deniz Tasimaciligi Isletmesi AS** [2005] 1 Lloyd's Rep 573 (Comm Ct) (whether payment of commitment fee a condition precedent to valid exercise of option to purchase newbuilding; whether time of the essence).

- *Ali Reza Delta Transport Co. Ltd. v. United Arab Shipping Co. SAG*[2003] 2 Lloyd's Rep 450 (CA) (correct measure and quantification of damages for destruction of port's cargo handling equipment where no market in country of loss).
- *Ali Reza Delta Transport Co. Ltd. v. United Arab Shipping Co. SAG*(No. 2) [2004] 1 WLR 168 (CA) (indemnity costs under CPR, Part 36; effectiveness of concession on "uplift" interest).
- *Middle East Tankers v. ADCL* [2002] 2 Lloyd's Rep. 643 (Comm Ct) (prorogation of jurisdiction under Art. 17 of the Lugano Convention/Art. 23 Regulation (EC) 44/2001).

Wet Shipping

- *The Stema Barge II*[2021] EWCA Civ 1880 (CA) (meaning of "operator" in 1976 tonnage Limitation Convention).
- *Sakizaya Kalon c/w Panamax Alexander*[2021] 2 Lloyd's Rep. 70 (Admiralty Ct) (100% liability victory in 3-vessel collision in the Suez canal).
- *SB Seaguard c/w Odyssée* [2015] EWCA Civ 1035(CA) (scope of discretion under s. 190(5) of the Merchant Shipping Act 1995 to extend 2-year collision limitation period).
- *The Kryisia and Europa* [2008] 2 Lloyd's Rep. 570 (propeller fouling caused by dangerous fendering; contributory negligence)
- *The Kryisia and Europa* (No. 2) [2008] 2 Lloyd's Rep. 707 (whether costs of successful claimant in collision action to be reduced as result of finding of contributory negligence/proportionate fault).
- *Vessel SA v. CP Ships (UK) Ltd* [2004] EWHC 3305 (QB) (Admiralty Court's jurisdiction to grant a limitation decree under the 1976 Limitation Convention in the absence of proceedings within the jurisdiction).

Commodities & International Trade

Chirag acts is a wide variety of commodities disputes, ranging from oil and oil-product actions in the Commercial Court and the Court of Appeal and in arbitrations, including under the LCIA, GAFTA, FOSFA and Sugar Association of London rules amongst others

- *Sharp Corp Ltd v Viterro BV*[2023] 2 All E.R. (Comm) 457 (CA) (quantification of damages under GAFTA Default Clause for non-acceptance of goods; determination of "the actual or estimated value of the goods" & scope of Court's authority to amend question of law appealed under s. 69 of the Arbitration Act 1996); use of "notional substitute contract" as surrogate for valuation).
- *Hin Leong Trading (Pte) Ltd Litigation & Arbitrations* (Acting on a large number of SIAC arbitrations and advising in relation to Singapore Court actions in a US\$350 Million dispute arising from the collapse of Hin Leong Trading (Pte) Ltd in a US\$800 million fraud).
- *Trafigura Pte Ltd v Repsol Trading SA* (2020)(Commercial Court action for damages for supply of crude oil contaminated by excessive quantities of organic chloride).
- *Proval Partners SA v. Alfred H. Knight International Limited* (2019) (Commercial Court action by buyer of copper ores and concentrates against the defendant sampling and testing company).
- *LCIA Arbitration* (bunker trader's damages claim against seller for supply of contaminated bunkers).
- *Trade Finance Case* (advised large trade finance bank on rights following insolvency of commodity trader customer).
- *GAFTA Arbitration* (for interim injunctions and demurrage for extensive delay at discharge port).
- *Sugar Association of London Arbitration* (alleged quality/contamination of sugar; quantum of recoverable losses, etc.).
- *Ramburs v. Agrifret SA* [2015] EWHC 3548 (Commercial Court), [2016] Bus. L.R. 135 (Commercial Court) (appeal from GAFTA Board of Appeal; the construction and effect of the vessel nomination and substitution provisions in clause 6 of GAFTA 49).
- *China International United Petroleum And Chemicals Co. Ltd v BP & Others*(Commercial Court) (leading Gemma Morgan of Chambers) (a complex series of inter-related Commercial Court actions and LCIA arbitrations claiming over US\$80 million in damages from multi-national oil companies as a result of the sale of salt-contaminated crude oil).
- *Great Elephant Corp. v. Trafigura Beheer BV ("The Crudesky")*[2014] 1 Lloyd's Rep. 1 (CA) (whether governmental detention and fine following loading of oil in breach of regulations amounted to force majeure/restraint of princes and/or novus actus interveniens; effect of conduct of agent of a party at one end of chain supply contract on intermediate sale contracts).
- *Proton Energy Group SA v. Public Company Orlen Lietuva* [2014] 1 Lloyd's Rep. 100 (leading Tom Bird of Chambers) (whether binding CIF contract for sale concluded; whether buyer entitled to reject off-spec product; whether defect in quality amounted to breach of section 13 SOGA implied condition as to correspondence with

description).

- **FOSFA Arbitration** (whether import ban frustrated contract for sale of soybeans or constituted a force majeure event; whether liquidated damages clause an unlawful penalty clause).
- **Sugar Association of London Arbitration** (whether sugar off-specification/contaminated; quantification of damages).
- **Lia Oil SA v. Macquarie Bank Limited & Bominflot SA** (Commercial Court) (dispute under long-term bunker supply contract between bunker suppliers; construction and effect of pricing and default compensation clauses).
- **Macquarie Bank Limited v Lia Oil SA, Bominflot SA & Repsol Petróleo SA** (Commercial Court) (4-party dispute as to liability for water contamination during loading; quantification of damages).
- **Lia Oil SA v KIB Energy Pte Ltd** (Commercial Court) (demurrage dispute under DES contract for the sale of fuel oil).
- **Lia Oil SA v Vitol SA** (Commercial Court) (CIF contract for sale of fuel oil; whether oil off-specification; quantification of damages; recovery of costs of mitigation by mixing with sound oil).

Energy

Chirag has wide experience in energy litigation and offshore disputes. Recent cases include:

- **Supplytime 2017 Arbitration** (large dispute under Supplytime 2017 form concerning seaworthiness, off-hire, repudiation of contract and deductions from hire).
- **LMAA Arbitrator** in 3 related references under Supplytime charters.
- A master oil off-take agreement in **Vitol v Afipka**.
- **Essar Oilfield Services Ltd v. Norscot Rig Management Pvt Ltd** [2016] EWHC 2361 (Comm) (third party litigation funding costs recoverable in arbitration as "other costs" under the Arbitration Act 1996 and ICC Rules; pre and post award conduct leading to waiver of serious irregularity under s. 73; successfully defeated s. 68(2)(b) serious irregularity challenge).
- **ICC Arbitration (the "ESSAR WILDCAT" – as reported in above authority)** (Successful claims in ICC arbitration under contracts for the provision and refurbishment of a subsea blow out preventer and under rig management agreement for oil rig management services).
- Project Agreement to develop power plants in China in **Power Pacific v International Power**.
- ICC Arbitration - a dispute as to hire of the Diving Support Vessel and provision of air and saturation diving services for underwater oilfield pipe laying.

Commercial Dispute Resolution

Chirag's recent commercial cases have included a hard-fought Commercial Court trial involving the sale of Bulgarian satellite TV company and a large multi-jurisdictional partnership dispute in the Chancery Division involving supplying equipment and fuel to the US army in Afghanistan.

- **Guava International Ltd & Others v Delunas** (Chancery Division) (leading Turlough Stone of Chambers) (large ongoing multi-jurisdictional partnership, agency and passing-off dispute arising from a long-term business relationship involved in supplying equipment and fuel to the US Army and other governmental and non-governmental organisations in post-Taliban Afghanistan).
- **Bikam OOD v. Adria Cable S.a.r.l.** [2013] EWHC 1985 (Comm) (leading Ben Gardner and Emily McCrea-Theaker of Chambers) (Share Purchase Agreement dispute concerning alleged breaches of warranties, validity of net-debt assessment and complex accounting and valuation issues arising from sale of Bulgarian satellite TV company to London private equity firm; "subscriber" held to mean "subscription", not "individual", as a result of factual matrix evidence; judgment in favour of Chirag's clients).
- **Bikam OOD v. Adria Cable S.a.r.l.** [2012] EWHC 621 (Comm) (claims for pre-contractual misrepresentation allegedly inducing share purchase agreement barred by entire agreement and waiver of representations clauses).
- **Sylvia Shipping Co Ltd v Progress Bulk Carriers Ltd ("The Sylvia")** [2010] 2 Lloyd's Rep. 81 (test for remoteness of damages in contract after the decision of the House of Lords in **The Achilles** [2009] 1 AC 61).
- **Transportation & Logistic Consulting SA v Schlumberger Seaco Inc** [2009] EWHC 120 (Comm) (Comm Ct) (agent's entitlement to reimbursement of fines paid to Equatorial Guinean Customs and Prime Minister; bribery/illegality; US Federal Corrupt Practices Act).
- **Byrne v. Churchbury Homes Ltd** (2008) (Ch.D) (dispute as to existence and terms of oral partnership; settled).
- **Belco Trading Co v. Kordo** [2008] EWCA Civ 205 (CA) (whether after-the-event insurance adequate security for security for costs order).

- *Belco Trading Co v. Kordo* (2009, Ch.D) (whether claimant wrongfully ejected from partnership for production of Russian version of "Who Wants to be a Millionaire"; quantification of damages) (action settled).
- *Mediterranean Shipping Company v. OMG International & Ors* [2008] EWHC 2150 (Comm) (relevant factors for worldwide freezing injunction against non-resident party; necessity for international cooperation against fraud; addition of parties after summary judgment against existing defendant).
- *Canmer International Inc v. UK Mutual Steamship Assurance Association (Bermuda) Ltd ("The Rays")* [2005] 2 Lloyd's Rep. 479 (Comm Ct) (whether P & I Club letter of undertaking imposing primary or secondary payment obligation; requirements for effective payment; relationship of related arbitral awards).
- *Ali Reza Delta Transport Co. Ltd. v. United Arab Shipping Co. SAG* [2003] 2 Lloyd's Rep 450 (CA) (correct measure and quantification of damages for destruction of property where no market in country of loss).
- *Power Pacific v. International Power Plc* (Comm Ct) (2002) (dispute between publicly traded power company and facilitators involving development of power projects in China; settled).

International Arbitration

- *LCIA Arbitration* (bunker trader's claim for damage from seller for supply of contaminated bunkers).
- *Sea Master Shipping Inc v Arab Bank (Switzerland) Ltd ("The Sea Master")* [2018] EWHC 1902 (Comm) (jurisdictional challenge under s. 67 of Arbitration Act 1996; whether arbitral tribunal had jurisdiction over trade finance bank which was an intermediate bill of lading holder under Carriage of Goods by Sea Act 1992).
- *Essar Oilfield Services Ltd v. Norscot Rig Management Pvt Ltd* [2016] EWHC 2361 (Comm) (third party litigation funding costs recoverable in arbitration as "other costs" under the Arbitration Act 1996 and ICC Rules; pre and post award conduct leading to waiver of serious irregularity under s. 73; successfully defeated s. 68(2)(b) serious irregularity challenge).
- *DIAC Arbitration* (2016) (arbitrator in Dubai International Arbitration Centre arbitration).
- *Sino Channel Asia v. Dana Shipping & Trading Pte Singapore* [2016] 2 Lloyd's Rep. 97 (challenge to validity of award under section 72 of the Arbitration Act 1996 alleging that the recipient of the notice of arbitration lacked authority to receive it; whether recipient had implied actual or ostensible authority to receive notice of arbitration; whether claimant ratified lack of authority).
- *H&CS Holdings Pte Ltd V RBRG Trading (UK) Ltd* [2015] EWHC 1665 (Comm) (conditions for stay of enforcement of foreign New York Convention Award; Art VI of New York Convention & s. 103 of the Arbitration Act 1996).
- *ICC Arbitration* (2012) (Successful claims in ICC arbitration under contracts for the provision of blow out preventer and under rig management agreement for oil rig management services).
- *LCIA Arbitration* (2012) (successful claim in LCIA arbitration applying Iraqi substantive and procedural law in dispute involving claims and counterclaims under numerous separate sales and purchases over a number of years under long-term umbrella contracts).
- *Norscot Rig Management PVT Ltd v. Essar Oilfields Services Ltd* [2010] 2 Lloyd's Rep. 209 (Whether Fiona Trust v. Privalov (HL) has the effect of applying an arbitration clause in a subsequent contract retroactively to disputes arising under a separate earlier contract so as to give the ICC arbitral tribunal jurisdiction over those disputes).
- *ICC Arbitration* (2010) (dispute re international CFR sale of goods contract).
- *Ship Building Arbitration* (2009) (successfully obtained anti-suit and anti-arrest injunctions and specific performance decrees requiring shipbuilders to complete and deliver newbuilding from London arbitral tribunal).
- *The Stelios B* [2006] EWHC 672 (Comm) (interim relief under section 44 of the Arbitration Act 1996).
- *Karle & Fuhrmann Marine and Industrie Reparatur GMBH v. Reederei Nord Klaus E. Oldendorff Ltd* [2006] EWHC 3730 (Comm) (scope of arbitrator's discretion as to procedure, evidence and the award of interest and costs).
- *Danko International B.V.i.o. v. Faucon Investment Co.* [2006] EWHC 3729 (Comm) (exercise of Court's discretion to require payment of full award into Court pursuant to section 70(7) of the Arbitration Act 1996 as condition of maintaining challenge for serious irregularity under section 68).
- *Tame Shipping Ltd. v. Easy Navigation Ltd. ("The Easy Rider")* [2004] 2 Lloyd's Rep. 626 (Comm Ct) (use of confidential "privileged" reasons to challenge unreasoned award for serious irregularity under section 68 of the Arbitration Act 1996; improper use of section 68 to challenge arbitrator's conclusion of law).

Insurance

- Russian Aircraft Claims – *GTLK v London Reinsurers & Others* (Lead counsel in a US\$2.45 billion claim against London and international reinsurers for the loss aircraft leased to Russian carriers following Russia's invasion of

Ukraine).

- *Versloot Dredging BV v. HDI Gerling Industrie Versicherung AG ("The DC Merwestone")* [2015] 1 Lloyd's Rep. 32 (CA) (leading Tom Bird of Chambers) (existence and scope of insurers' "fraudulent device" defence; whether compatible with Art. 1 Protocol 1 of European Human Rights Convention).
- *Versloot Dredging BV v. HDI Gerling Industrie Versicherung AG ("The DC Merwestone")* [2013] 2 Lloyd's Rep. 131 (Comm Ct) (leading Tom Bird of Chambers) (H&M insurance coverage dispute; scope of "perils of the sea" cover & fortuity requirement; scope and status of "fraudulent device" defence; Inchmaree clause & scope of "want of due diligence" proviso; section 39(5) MIA "privity of owners" defence).
- *Belco Trading Co v. Kordo* [2008] EWCA Civ 205 (CA) (whether after-the-event insurance adequate security for security for costs order).
- *The Marathon (Comm Ct)* (hull damage claim; dispute as to timing of casualty and applicable policy year; settled).
- *The Amderma & Industrial Bridge (Comm Ct)*: (coverage dispute under shipowners' liability (SOL) insurance for misdelivery liability resulting from delivery of cargo without production of bills of lading; dispute as to scope of cover and compliance with claim notification clauses).
- *London Arbitration* (existence and scope of loss adjusters' lien over insurance claim files for fees due; whether lien particular or general; applicability and effect of the Contracts (Rights of Third Parties) Act 1999).
- *Expert Legal Opinion to Croatian Court* (scope of insurance coverage settlement agreement and its effect on 3rd party rights under the Third Parties (Rights Against Insurers) Act 1930.)

Jurisdictional Disputes and Conflicts of Laws

- *Committeri v. Club Mediterranee SA & Others* [2018] EWCA Civ 1889 (CA) (EU law demarcation between Rome I (contract) vs. Rome II (non-contract/tortious) Regulations for choice of law purposes; French law implementing European Package Travel Directive held to create contractual causes of action governed by Rome I despite does imposition of strict liability regime by French mandatory law).
- *Gunn v Diaz* [2017] 1 Lloyd's Rep. 165 (service out of the jurisdiction; test for "necessary and proper party" jurisdictional gateway under CPR PD6B, para 3.1; foreign insurer of foreign tortfeasor not satisfying that test).
- *Shipowners' Mutual Protection and Indemnity Association (Luxembourg) v. Containerships Denizcilik Nakliyat Ve Ticaret As (The "Yusuf Cepnioglu")* [2016] 1 Lloyd's Rep. 641 (CA) (secured an anti-suit injunction against 3rd party charterers claiming against P&I Club in a foreign court under foreign law right of direct action; anti-suit injunction secured on the contractual/The Angelic Grace basis to enforce arbitration clause in the Club cover even though there was no contract between the parties; The Jay Bola (CA) followed and The Hari Bhum (No. 1) (CA) disapproved).
- *H&CS Holdings Pte Ltd v RBRG Trading (UK) Ltd* [2015] EWHC 1665 (Comm) (conditions for stay of enforcement of foreign New York Convention Award; Art VI of New York Convention & s. 103 of the Arbitration Act 1996).
- *Africa Express Line Limited v. Socofi S.A. & anr* [2010] 2 Lloyd's Rep. 181 (Successfully challenged English court's jurisdiction under Article 23 of the EU Judgments Regulation; exclusive English jurisdiction clause held not incorporated by general incorporation of terms from a separate third-party contract).
- *Ploskie Ratownictwo Okretowe v. Rallo Vito & C. SNC* [2010] 1 Lloyd's Rep. 384 (Successfully defeated challenge to English court jurisdiction under Article 23 of the EU Judgments Regulation; exclusive English jurisdiction clause held incorporated by general incorporation standard industry form/terms despite defendant's ignorance of presence of jurisdiction clause in that form).
- *Mediterranean Shipping Company v. OMG International & Ors* [2008] EWHC 2150 (Comm) (relevant factors for worldwide freezing injunction against non-resident party; necessity for international cooperation against fraud; addition of parties after summary judgment against existing defendant).
- *Middle East Tankers v. ADCL* [2002] 2 Lloyd's Rep. 643 (Comm Ct) (prorogation of jurisdiction under Art. 17 of the Lugano Convention/Art. 23 Regulation (EC) 44/2001).
- *SEC v. Credit Bancorp* [2001] All ER (D) (QBD) (enforcement under Evidence (Proceedings in Other Jurisdictions) Act 1975 of US Court's request for deposition for use in US securities fraud proceedings).
- *Ward v. Public Services Mutual Insurance Co.* [2000] All ER (D) 2300 (Comm Ct) (application to set aside leave to serve out, forum non conveniens & lis alibi pendens).

Civil Procedure

- *A v B* [2019] EWHC 953 (Comm) (Charging orders enforcing arbitration awards; Discretion; Priorities; Jurisdiction; Payment into court; Prejudice)

- *Petroceltic Resources Ltd v Archer* [2018] EWHC 671 (Comm) (freezing injunction principles; test for real risk of dissipation; non-disclosures at ex parte hearing; freezing injunction set aside).
- *Shipowners' Mutual Protection and Indemnity Association (Luxembourg) v. Containerships Denizcilik Nakliyat Ve Ticaret As (The "Yusuf Cepnioglu")* [2016] EWCA Civ 386 (secured an anti-suit injunction against 3rd party charterers claiming against P&I Club in a foreign court under foreign law right of direct action; anti-suit injunction secured on the contractual/The Angelic Grace basis to enforce arbitration clause in the Club cover even though there was no contract between the parties; The Jay Bola (CA) followed and The Hari Bhum (No. 1) (CA) disapproved).
- *Touton Far East Pte Ltd v Shri Lal Mahal Ltd* [2017] EWHC 621 (Comm) (committal for contempt; breach of disclosure obligations under freezing injunction; sequestration orders).
- *Touton Far East Pte Ltd v. Shri Lal Mahal Ltd* [2016] EWHC 1765 (Comm) (appropriate duration of post-judgment freezing injunction).
- *Verslot Dredging BV v HDI Gerling Versicherung AG* [2013] EWHC 581 (Comm) ("no property in witness"; right of party to interview opponent's expert witness; scope of confidentiality and privilege and effect of law of contempt of court).
- *Verslot Dredging BV v HDI Gerling Versicherung AG* [2013] EWHC 658 (Comm) (variation of order for security for costs to allow deed of indemnity from a creditworthy insurance company in place of first class London bank guarantee).
- *Africa Express Line Limited v. Socofi S.A. & anr* [2010] 2 Lloyd's Rep. 181 (Successfully challenged English court's jurisdiction under Article 23 of the EU Judgments Regulation; exclusive English jurisdiction clause held not incorporated by general incorporation of terms from a separate third-party contract).
- *Ploskie Ratownictwo Okretowe v. Rallo Vito & C. SNC* [2010] 1 Lloyd's Rep. 384 (Successfully defeated challenge to English court jurisdiction under Article 23 of the EU Judgments Regulation; exclusive English jurisdiction clause held incorporated by general incorporation standard industry form/terms despite defendant's ignorance of presence of jurisdiction clause in that form).
- *Belco Trading Co v. Kordo* [2008] EWCA Civ 205 (CA) (whether after-the-event insurance adequate security for security for costs order).
- *The Krysia and Europa* (No. 2) [2008] 2 Lloyd's Rep. 707 (whether successful claimant's costs to be reduced as result of finding of contributory negligence).
- *Mediterranean Shipping Company v. OMG International & Ors* [2008] EWHC 2150 (Comm) (relevant factors for worldwide freezing injunction against non-resident party; necessity for international cooperation against fraud; addition of parties after summary judgment against existing defendant).
- *Ali Reza Delta Transport Co. Ltd. v. United Arab Shipping Co. SAG* (No. 2) [2004] 1 WLR 168 (CA) (indemnity costs under CPR, Part 36; effectiveness of concession on "uplift" interest).
- *Middle East Tankers v. ADCL* [2002] 2 Lloyd's Rep. 643 (Comm Ct) (prorogation of jurisdiction under Art. 17 of the Lugano Convention/Art. 23 Regulation (EC) 44/2001).
- *SEC v. Credit Bancorp* [2001] All ER (D) (QBD) (enforcement under Evidence (Proceedings in Other Jurisdictions) Act 1975 of US Court's request for deposition for use in US securities fraud proceedings).
- *Ward v. Public Services Mutual Insurance Co.* [2000] All ER (D) 2300 (Comm Ct) (application to set aside leave to serve out, forum non conveniens & lis alibi pendens).

Academic

MA (Cantab)

LL.M. (Boalt Hall, UC Berkeley)

Awards

Slaughter & May Prize (top 1st in Law), University of Cambridge; Denning Scholar, Lincoln's Inn; Council of Legal Education Studentship; Harkness Fellow, Commonwealth Fund of New York

Ranking



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Attorney-at-Law (California)

Publications

Butterworths Commercial Court & Arbitration Pleadings, Joint General Editor.

The “fraudulent device” defence: justice, proportionality and human rights, Insurance Day, 27 Nov 2013.

Fortuity, inevitability and negligence, Insurance Day, 23 Oct 2013.

Fortuity, inevitability and crew negligence, Maritime Risk International, 10 Oct 2013

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