



Chris Smith KC

Called: 1999

Silk: 2019

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Chris has a broad practice encompassing all areas of commercial law, with a particular focus on dry shipping, commodities, energy, and insurance disputes. He has appeared extensively in the Commercial Court, representing clients at all stages of proceedings, from urgent pre-action interlocutory applications all the way through to trial. Chris also appears regularly in both domestic and international arbitrations, and has undertaken cases before tribunals in London, Zurich and Hong Kong.

Chris is recommended as a leading barrister in in both Chambers and Partners UK and Global editions, and in the Legal 500 UK, EMEA and Asia Pacific editions. He is recommended for shipping and commodities and energy. Comments have included: "*He is outstanding in his legal analysis and presentation of cases before tribunals*"; "*a star of the future and is a fierce advocate*"; "*he is thoroughly commercial and has sound judgment as to what points to fight*"; "*...a particularly tenacious and effective advocate; exactly the man you want in tight situations...*". He was nominated for Junior Shipping Barrister of the Year in the Chambers UK Bar Awards in 2015.

What the directories say

- "*A ferociously hard-working KC. Completely on top of the case and documentation, and nice to work with too.*" (Legal 500, 2024)
- "*Chris is a brilliant lawyer, extremely commercially aware and a pleasure to work with.*" (Chambers UK, 2024).
- "*He's responsive, approachable and very much part of the team. He is prepared to get stuck in and help.*" (Chambers UK, 2023)
- "*Chris is knowledgeable, pragmatic and a good courtroom performer.*" (Chambers UK, 2023)
- "*Chris is excellent on paper and excels as an advocate. He delivers robust, clear, concise and polished arguments.*" (Chambers UK, 2023)
- "*Chris is a pleasure to work with and a real expert in his field.*" (Chambers UK, 2023)
- "*Strong all round - on paper and as an advocate. Very approachable and down to earth.*" (Legal 500, 2023)
- "*He has a very commercial, pragmatic and client-friendly approach, and is quick to understand the issues.*" (Legal 500, 2023)
- "*He has the combination of legal forensic analysis coupled with a very good grasp of the commercial reality.*" (Chambers UK, 2022)
- "*His advocacy and written work are really good - he has a lovely written style and is sharp on his feet.*" (Chambers UK, 2022)
- "*Extremely bright and able to get to the point of a case very quickly. Dealing with colleagues or instructing*

solicitors Chris is open, friendly, and pleasant to work with, but insistent when needing to be."(Legal 500, 2022)

- *"His advice is extremely informative, and tailored to provide all possible arguments that could be run by the parties, including any potential counter arguments to address the legal issues. Further, his knowledge and expertise in understanding pure marine technical issues are also very helpful."*(Legal 500 EMEA, 2021)
- *"A recommended option for both wet and dry shipping disputes."*(Legal 500 Asia Pacific, 2021)
- *"Responsive, clever, and prepared to get stuck in."*(Legal 500 Asia Pacific, 2021)
- *"Chris is very approachable and commercially minded."*(Chambers UK, 2021)
- *"He is a punchy, skilful advocate who is not afraid to take difficult points."*(Chambers UK, 2021)
- *"His willingness to roll up his sleeves and work closely and persistently together to forge a way through some of the difficulties we faced was much appreciated."*(Legal 500, 2021)
- *"He is lucidly clear, forensically detailed and very well prepared, and he has the ability to give sagacious advice."*(Legal 500, 2021)
- *"Perceptive, strategic and good with clients."*(Legal 500 Asia Pacific, 2020)
- *"An excellent new silk."*(Legal 500 Asia Pacific, 2020)
- *"He has an extremely sharp mind and conveys it well as an advocate. His turnaround time and client care is excellent and he works very closely with his instructing solicitors."*(Chambers UK, 2020)
- *"He's frighteningly quick and very precise."*(Chambers UK, 2020)
- *"An excellent advocate who argues robustly and swiftly masters the nuances of complex factual cases."*(Legal 500, 2020)
- *"Bright, hardworking and pragmatic."*(Legal 500, 2020)
- *"Instructed in high-value cases by some of the world's leading shipyards."*(Legal 500 Asia Pacific, 2019)
- *"...Excellent. User-friendly and bright..." "He impresses both in his written advice and in his advocacy. He prepares well and gives great service..."* (Chambers UK, 2019)
- *"He is outstanding in his legal analysis and presentation of cases before tribunals."*(Legal 500, 2019)
- *"...He has a razor-sharp mind and is very thorough. He comes up with brilliant arguments and gets great results..." "A good strategist..."*(Chambers UK, 2018)
- *"...He is very personable and delivers quick response times..."*(Legal 500, 2017)
- *"An excellent user-friendly advocate, who has a great command of the detail."*(Legal 500)
- *An "extremely good" junior with a wide practice that incorporates dry shipping, insurance and commodities work. "Personable and commercially minded." "He never gets stressed, always seems to have everything under control and does a great job for his clients."*(Chambers UK, 2016)
- *"...particularly good commodities and offshore credentials..."*(Legal 500, 2015)
- *"...he is very client-friendly and a real street fighter..."*(Legal 500, 2015)
- *"...personable, good with clients and a pleasure to work with..."* (Legal 500 Asia Pacific, 2015)
- *"...Recommended for offshore disputes and oil trading..."*(Legal 500, 2015)

Energy

Chris has extensive experience in energy related disputes. Notable case include:

- **Confidential dispute:** Chris was instructed by one of the largest oil majors to advise on certain issues arising under a PSA and a JOA in relation to oil and gas licenses in Eastern Ukraine.
- **UNCITRAL Arbitration:** Chris was instructed on behalf of a large oil major in relation to a dispute under a JOA relating to the validity of a "Notice of Exclusive Operations."

- ***United Petroleum Limited v Mitro International Limited*** (Commercial Court): A claim brought under a cross-undertaking in damages provided in support of a freezing injunction, to cover losses incurred under a JOA/PSA relating to oil and gas licences in Turkmenistan.
- ***Diamond Offshore Drilling v Dana Petroleum*** (Commercial Court). Chris was instructed by the Defendant in this dispute under a contract for the provision of a mobile drilling unit. The supplier of the unit claimed certain sums said to be due and owing during a period when the unit was not engaged in drilling activities.
- ***Premier Oil v Dana Petroleum*** (Commercial Court). Chris was instructed by the Defendant in this dispute arising under a series of joint operating agreements relating to various North Sea oil licences. The dispute concerned whether or not the Defendant, who had an interest in the various licences, was liable to the Claimant, the operator of those licences, for certain expenses incurred by way of transition and integration costs, as a result of the Claimant having taken over the previous operator.
- **Confidential proceedings** (Commercial Court). Chris was instructed by the Claimant in a dispute Court relating to a contract for the provision and operation of an FPSO at the Foinaven field in the North Sea. The dispute concerns liability for downtime and maintenance costs relating to the presence of black solids in the FPSO's processing systems.
- **ICC Arbitration 2017/2018**. Dispute under a contract for the construction of a deep sea drill ship. The dispute concerns the alleged right of the buyer to terminate the contract for a delay in delivery and/or issues as to whether or not the drill ship was in fact ready for delivery on the required state and, if not, whether that was because the buyer's conduct had prevented the drill ship from being completed by the required date. a 5 week hearing took place in 2018. Final award is awaited
- **LCIA Arbitration 2017/2018**. A dispute concerning a contract for the sale of shares in a company owning and/or controlling certain oil and gas exploration licences in Russia. The claim relates to an allegation that various warranties in the agreement were breached by the seller, and the issues include a consideration as to whether or not the seller had complied with the terms of the licences in question at the date the contract was concluded, and/or whether those licences were liable to be terminated. The case was set down for a 2 week final hearing in October 2018 but settled shortly before the hearing.
- **LMAA Arbitration 2017/2018**. A dispute under a contract for the refurbishment and upgrade of a FPSO. The dispute involves the precise scope of the contractual work, the contractor's right to request variations to the scope of work, and the obligation of the purchaser to respond to requests for variations and/or to pay for legitimate variations to the contractual scope of work. The case was listed for a 4 week hearing in 2019. Chris is lead counsel for the Claimants.
- **Uncitral Arbitration** relating to a dispute between an international commodities' trader and a coal mine in Colombia under a contract of sale. The dispute related to an alleged obligation to deliver cargoes of coal to a particular port and the question of whether or not the mine was relieved of that obligation in circumstances where construction of the necessary railway line to enable the deliveries to be made had not been completed.
- **LMAA Arbitration 2017/2018**. A dispute concerning two contracts for the construction of two offshore jack up drill rigs. The issues arising relate to the Yard's ability to construct the rigs in accordance with the contractual specification and by the contractual delivery date, and whether or not the purchaser was entitled to terminate the contracts on account of such matters.
- **LMAA Arbitration 2017**. A dispute under a contract for the sale of a cargo of coal. The dispute concerns the quality of the coal on delivery and the accuracy of the quality certificates produced in relation thereto. An application to the Commercial Court for an order against a third party for the preservation of evidence relating to this dispute was recently considered by the Court at [2017] EWHC 94 (Comm).
- ***Sibex Oil Limited v Saicatenergy SA*** (Commercial Court trial). A claim under a contract for the sale of 30,000mt of fuel oil with the cargo to be delivered via rail at the Baltiysk export terminal at the port of Kaliningrad. Delays were experienced in the delivery of the cargo at Kaliningrad, allegedly due to a directive of the Russian government which redrew the boundaries of that port, and the dispute concerned liability for the expenses incurred as a result of the ensuing delays.
- **LCIA arbitration 2015/2016**. A dispute about the construction and supply of flotels to an offshore oil field. The completion and delivery of the flotels was delayed considerably and the primary issue in the case concerns responsibility for that delay under the contract. The other main issue concerns whether or not the contractor is entitled to claim for various alleged variations to the contractual specification. A 3 week final hearing took place in 2016 with Chris acting a lead counsel for the Claimant.
- ***Hashwani v OMV Maurice Energy Ltd*** [2015] EWCA Civ 177 & [2015] EWHC 1811. ICC arbitration and related Court proceedings. Dispute before the ICC relating to sums due under a joint operating agreement arising out of an oil and gas exploration licence in Pakistan. The main issues concern whether or not the operator of the licence is guilty of wilful misconduct and/or has wrongfully divested itself of its interest in the licence. The jurisdiction of the ICC tribunal was challenged by the Respondent which led to an application being made before the High Court and then the Court of Appeal in relation thereto.

- **Enquest Producer.** Case in the High Court concerning the arrest of a FPSO. The dispute related to liability under a contract for repair and upgrade works performed to the FPSO and the issues arising related to the construction of the contract, the identification of the parties to the contract and/or whether or not the contract had been concluded on behalf of an undisclosed principal.
- **ICC arbitration 2014/2015.** This was a dispute under a share purchase agreement relating to the entire share capital of an oil gas producing company, for the purpose of obtaining that company's interest in various oil and gas production licenses. The issues arising involved the true construction of the contract and whether or not the purchase price was to be adjusted on account of certain non-operative expenses. The dispute was submitted to the ICC for resolution and the hearing took place in November 2014 and a final award published in March 2015.
- Advising an oil and gas major as to whether or not they are entitled to withdraw as the operator of an oil and gas exploration licence on account of the geographical area where the drilling was to take place having become a warzone.
- Advising and drafting proceedings in relation to a dispute under a contract relating to the purchase of certain oil and gas assets located within the Republic of Tunisia. The contract was executed and title to the asset was transferred. However, the purchaser, pursuant to an express contractual right, decided to unwind the agreement and the dispute relates to the sums due to it as a result of the unwind.
- Advising in relation to a dispute about the supply of a submerged turret loading system to an offshore liquefied natural gas deepwater import terminal off the coast of the USA.
- **SC DG Petrol v Vitol** ([2014] EWHC 3900 (Comm), [2013] EWHC 3920 (Comm); [2013] EWHC 2176 (Comm)). Representing Vitol in a dispute in the Commercial Court concerning allegations of unlawful interference and conspiracy to injure in relation to the Romanian crude oil trade.
 - Advising in relation to performance bonds issued in support of an international construction project.

Shipping

Chris regularly acts in a broad range of maritime related disputes. Recent and/or notable cases include the following:

- **SK Shipping v Capital Maritime and others** [2021] 2 Lloyd's Rep. 109. Chris was instructed by SK Shipping, the owners, in a dispute arising under 4 charterparties which were negotiated together en bloc. The Defendants were the 4 individual chartering companies plus their parent company in the capacity of guarantor of the charterers' obligations. The amount claimed was approximately USD 18 million. The claim gives rise to issues relating to the authority of the broker to conclude the guarantee on behalf of the guarantor, the guarantee's compliance with the Statute of Frauds 1644, and alleged fraudulent misrepresentations as to the vessels' consumption ability. The trial was heard over 11 days in the Commercial Court in October/November 2020 and judgment handed down in December 2020 in favour of SK Shipping. The charterers' appeal to the Court of Appeal is being heard in February 2021.
- **OCM Maritime Nile LLC v Courage Shipping Co** [2021] 10 WLUK 100. Chris has been instructed in two related bareboat charter disputes. The primary issue arising is whether or not bareboat charterers are entitled to relief from forfeiture so as to prevent the owners repossessing the relevant vessels. The matter has already resulted in 7 separate hearings before the Commercial Court has been listed for a 4 day expedited trial in January 2022.
- **Regal Seas Maritime SA/New Shipping v Oldendorff Carriers GmbH and Co KG** [2021] EWHC 566 (Comm). Chris was instructed on behalf of the charterers in a series of related disputes under (a) a time charter and (b) 4 bareboat charters. The sums claimed represent an alleged backlog of hire said to be due in respect of the years 2015 to 2018 under the 5 charters in the sum of approximately USD 12 million. The issues in the case involve questions of industry practice and understanding as to the use and purpose of the Baltic Indices, as well as difficult questions of construction relating to the hire clause in the Charters. There was a final arbitration in the case heard in July 2020. Chris' clients were wholly successful in one of the references and partially successful in the other reference. Permission to appeal was granted in one of the references and in March 2021 the Court remitted certain issues back to the arbitrators in the time charter dispute.
- **Universal Bremen** [2019] EWHC 1037 (Comm). A claim for an interim injunction and other related relief under a letter of indemnity for discharge of cargo without production of an original bill of lading. Chris initially obtained a without notice injunction on behalf of his client against Caravel Shipping Inc. Caravel applied to set aside the injunction and, after a 1 day hearing in the Commercial Court, the application was rejected and the injunction was upheld. Similar issues have arisen in 2 other applications Chris was instructed in over the course of 2019 (with the judgment on those applications being unreported).
- **Pacific Zonda.** A dispute under a contract for the construction of a deep-sea drillship. The Respondent purchaser purported to terminate the contract for delay. Chris was instructed on behalf of the Claimant shipyard who claimed for unlawful termination and refusal to take delivery of the deep-sea drillship and is seeking damages in the sum of approximately USD 500 million. The Respondent denied that it was obliged to

take delivery of the rig and counter-claiming for a like amount. The issues arising include whether the drillship complied with the terms of the contract and/or whether the Respondent conspired to delay the completion of the drillship. After a 5 week arbitration, an award was handed down in 2020 and Chris' clients were successful.

- ***SY ELUSIVE*** [2019] EWHC 3552 (Comm). Chris was instructed on behalf of the Defendant in this claim under the contract for the construction and sale of a super yacht, which was listed for a 6 day trial in the Commercial Court in late 2019. The issues arising related to the nature and scope of various alleged defects with the Yacht, the remedies available to the Claimant under the Consumer Rights Act 2015, and the identity of the parties with title to sue and be sued under the contract.
- ***MV SEAGRACE (Glencore Energy UK Ltd v OMV Supply & Trading Ltd)***[2018] 2 Lloyd's Rep 223. Chris acted on behalf of the successful Claimant in this 2 day Commercial Court trial for sums due under a CFR contract of sale. The issue arising concerned whether or not when a vessel complies with a request to wait at sea so as to avoid congestion at the discharge port, any claim for the resulting time lost lies in detention or demurrage.
- ***LMAA Arbitration***, 2018. Chris represented the Respondent in a three day LMAA arbitration for damages for breach of a long term COA. The main issue arising on liability concerned whether or not the contractual carrier was able to perform its obligations under the COA or whether it would have been prevented from doing so by virtue of an associated company being placed on the Baltic Exchange "blacklist".
- ***LMAA Arbitration*** 2018. Chris represented the successful Respondent in a one day preliminary issue hearing concerning the right to terminate a charterparty on the basis that an associated loan agreement had been "accelerated". The preliminary issue concerned a point of construction as to the meaning of the term "accelerated" and the question of whether a loan could be accelerated after all of the outstanding sums have fallen due for payment.
- ***MSEA Loucas v Fifthone*** (Commercial Court) Chris represented the Claimant in this matter which was listed for a 4 day trial in December 2018 but settled on the eve of the hearing. The claim arose under a guarantee of a loan. The primary issues arising concerned whether or not the loan had been repaid by virtue of the lender exercising certain security rights under a share pledge, and involved the application of the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).
- ***Aleksy Kosygin*** (Commercial Court). Chris represented the Defendant in this matter which was listed for a 2 week trial to be heard in the summer of 2018 but which settled shortly before the trial was due to start. The claim arose out of the sinking and loss of the tug, JASCON 4, and was for negligence in the operation of the tow which was said to have resulted in the sinking of the tug.
- ***DTEK Trading SA v Moroz*** (Commercial Court [2017] 1 Lloyd's Rep 126). Chris represented the Claimant in this application for relief under section 44 of the Arbitration Act 1996. The question arising on the application was whether or not, as a matter of law, such relief could be obtained against non-parties to the arbitration agreement in question.
- ***LMAA Arbitration***, 2017. Chris represented the Respondent in this 3 week LMAA hearing concerning a claim under a bill of lading for damage to a consignment of bananas. The issues arising included whether or not the bananas were loaded in an unstable condition and whether or not the Vessel had fabricated the temperature data for the voyage.
- ***LMAA Arbitration***, 2017. Chris represented the successful Claimant responding to an application to strike out the claim for a failure to comply with a mediation provision and/or for want of prosecution. The application was listed for a one day oral hearing, and the issues arising included whether the relevant mediation clause positively obliged the parties to submit disputes to mediation as a pre-condition of being entitled to commence arbitration proceedings.
- ***LMAA Arbitration*** 2017. Chris represented the successful respondents in a 5 day LMAA arbitration concerning a claim for damages for breach of an unsafe port warranty.
- ***Oldendorff GmbH & Co KG v Sea Powerful II Special Maritime Enterprise***[2017] 1 Lloyd's Rep 194 (Commercial Court). Chris represented the Claimant in this matter and was responsible for obtaining an interim mandatory injunction at the very outset of these proceedings, before running the case to trial (at which his clients were successful). The case concerned liability under a letter of indemnity for delivery of cargo without production of bills of lading, and the primary issue arising concerned whether or not the Claimant could show that the cargo had been delivered to the right party so as to trigger the letter of indemnity.
- ***Geervliet*** (LMAA arbitration followed by Commercial Court hearing). Chris represented the successful claimant in these proceedings, firstly in a 3 day LMAA arbitration application to determine whether or not the tribunal had jurisdiction to hear the claim, and then in the ensuing re-hearing of that issue in a two day Commercial Court application pursuant to section 67 of the Arbitration Act 1996. The issues arising concerned establishing whether or not the parties had intention to constitute legal relations when signing a charter party document and identifying the documents making up the relevant contract.
- ***LMAA Arbitration*** 2016. Chris represented the Claimant in this 3 day LMAA arbitration hearing concerning a claim for demurrage. The issue arising concerned whether or not the delays in question could be regarded as

the fault of the carrier in circumstances where it had delayed in discharging the cargo for fear of a claim for misdelivery being made by a party purporting to be the true owner thereof.

- **BITU GULF** ([2017] 1 Lloyd's Rep 219; [2016] EWHC 2077 (Comm)). These were two related actions. In the first of them, Chris represented the Claimant in an application for a freezing injunction in support of a claim for sums due under a loan agreement relating to the acquisition of a vessel. The second action concerned a claim by the owner of the vessel in question against the guarantor of the charterers' obligations. Chris represented the guarantor in an application for summary judgment, with the issue arising being whether the guarantee in question amounted to a performance bond.
- **LMAA Arbitration** (2015 – 5 days). Representing successful shipowners in a claim for the repudiation of a long term period charter. The issues arising included whether or not the owners had waived the right to terminate the charter and how damages are to be assessed in the absence of an available market for a replacement charter. The final hearing took place in April 2015 and an award was published in September 2015.
- **LMAA Arbitration** (2015 – 2 days). Arbitration and related application to the High Court for an order for the sale of 4 vessels. This was a dispute about sums due and owing under 4 separate ship lay-up agreements. The final arbitration hearing took place in September 2015. The application for the order for sale is listed for hearing in October 2015.
- Advising and drafting proceedings in relation to the collapse of OW Bunkers. In particular, providing advice to shipowners faced with competing claims from both the contractual and physical suppliers of the bunkers, and/or drafting inter-pleader proceedings.
- **Harms Bergung Transport und Heavy Lift GmbH & Co KG v Harms Offshore AHT "Uranus" GmbH & Co KG** [2015] EWHC 1269. Dispute concerning whether or not it was permissible to commence in rem proceedings in England for the purposes of obtaining security in support of foreign arbitration provisions and whether, in such circumstances, the arresting party can be forced to litigate its claim in England.
- Assisting the Serious Fraud Office with an ongoing investigation.
- **LMAA Arbitration** (2015 – 2 days). Dispute concerning liability for delays under a voyage charter. The issues arising relate to the obligations of a shipowner where disputing claims over the cargo are advanced and the original bills of lading are not available. The final hearing took place in the first week of October 2015.
- **Aria Inc v Credit Agricole Corporate & Investment Bank** [2014] EWHC 872 (Comm). This was a return date on an injunction seeking to prevent payment being made out under an on-demand guarantee. The issues arising concerned whether or not a fraudulent demand had been made under the guarantee, whether the balance of convenience favoured the granting of an injunction, and whether or not an injunction should be granted under the EU Insolvency Regulation.
- **Set Select Energy v F&M Bunkering** [2014] EWHC 192 (Comm). This was an application challenging the jurisdiction of the Court pursuant to Articles 27 & 28 of the Judgment Regulation. The issues arising involved the time limits for applications to dispute the Court's jurisdiction, and the relationship between proceedings in England under a contract to supply bunkers and proceedings in Cyprus under an on-demand guarantee which was related to the bunker-supply contract.
- **Med Marine v Castillo Schiffahrts GMBH & Co. KG** [2014] EWHC 1064 (Comm). This was an application challenging the jurisdiction of the Court on the basis that the dispute between the parties was the subject of a jurisdiction clause in favour of the Istanbul Courts and/or proceedings already before the Istanbul Courts. The issues arising related to the construction of the relevant terms and the effect to be given to two competing jurisdiction clauses contained in the same contract.
- **Enquest Producer**. Case in the High Court concerning the arrest of a FPSO. The dispute related to liability under a contract for repair and upgrade works performed to the FPSO and the issues arising related to the construction of the contract, the identification of the parties to the contract and/or whether or not the contract had been concluded on behalf of an undisclosed principal.
- **Sibex Oil Limited v Saicatenergy SA** – Commercial court trial relating to an international contract for the sale of coal. The issues arising related to the effect of certain acts of the Russian government, the applicability of a force majeure clause, and the right to recover damages for the detention of the railway cars carrying the coal.
- **XIN FA HAI** – HKIAC arbitration relating to a dispute under an international contract for the sale of a consignment of coal. The issues arising related to compliance with the documentary requirements under a letter of credit and whether or not settlement negotiations had resulted in a formally binding compromise.
- **Lisnave Estaleiros Navais SA v Chemikalien Seetransport GmbH** [2013] EWHC 338 (Comm) – application pursuant to section 67 of the Arbitration Act 1996 considering whether or not an arbitration agreement had been incorporated into the parties' agreement pursuant to a prior course of dealing.
- **Lyme Bay Shellfish Ltd v Owners and/or Demise Charterers of MV WESTWIND II** [2013] EWHC 1060 (Comm) – application for summary judgment and/or interim payment considering liability for a casualty where a vessel had negligently collided with an oyster and mussel farm.
- **MV Rising Star** - Application in the Commercial Court considering the Court's jurisdiction to award security for

costs to the Respondent to an application pursuant to section 32 of the Arbitration Act 1996.

- *Yilport Kontenyer Terminali Ve Liman Isletmeleri v Buxcliff KG* [2012] EWHC 3289 (Comm) - four day Commercial Court Trial relating to the reasonable cost of services provided by a container port to a distressed vessel.
- *Andros Warrior* – Commercial Court dispute relating to the reasonable cost and time of repairs following a collision.
- *Hebei Lion* – LMAA three day arbitration relating to the time for redelivery of a vessel under a time charter involving issues relating to the construction and rectification of the charter.
- *Sunrise* – LMAA two day arbitration concerning whether an admitted repudiatory breach had, in fact, been accepted by the other party.
- *BLUE and PINK* – LMAA one week arbitration involving the true subject-matter of a charter for a vessel under construction which was identified only by a hull number.
- *Flame SA v Primera Maritime (Hellas) Ltd* [2009] EWHC 1973 (Comm) – application in the Commercial Court for a judgment under a FFA raising issues as to the true construction of the ISDA Master Agreement.
- *Bandwith Shipping Corp v Intaari (A Firm) (The Magdalena Oldendorff)* [2008] 1 Lloyd's Rep.7 – hearing before the Court of Appeal decision on an application to set aside an arbitration award for serious irregularity.
- *Assimina Maritime Ltd v Pakistan National Shipping Corp* [2005] 1 Lloyd's Rep. 525 – application in the Commercial Court for a disclosure order against a non-party in support of arbitration proceedings
- *Granville Oils & Chemicals v Davies Turner & Co Ltd* [2003] 2 Lloyd's Rep.356 – hearing before the Court of Appeal relating to the reasonableness of the 9 month BIFA time bar.

Commodities & International Trade

Chris has advised on and dealt with a variety of commodities disputes. These include:

- Representing a major Singaporean oil trader in an arbitration dispute raising issues about allegedly fraudulent nomination of cargoes and the recoverability of hedging losses as a matter of law.
- *HKIAC arbitration under the 1976 UNCITRAL RULES* (2015/2016). Representing the sellers in a claim arising under a contract for the supply of crystalline solar wafers over a period of 9 years. The buyers purported to terminate the contract and retained an advance payment made by the sellers. The issues arising concern whether or not the buyers had the right to terminate the contract on the true construction of the provisions thereof and, in particular, whether or not the sellers were in breach of an obligation to supply a bank guarantee to the buyers. A 5 day final hearing is listed for January 2016.
- Advising and drafting proceedings in relation to the collapse of OW Bunkers. In particular, providing advice to shipowners faced with competing claims from both the contractual and physical suppliers of the bunkers, and/or drafting inter-pleader proceedings.
- Various FFA disputes including *Flame SA v Primera Maritime (Hellas) Ltd* [2009] EWHC 1973 (Comm).
- Various coal trading disputes involving issues in relation to failure by the party to take delivery of the contractual amount, force majeure preventing cargo from reaching its destination, liability for demurrage for unreturned rail cars.
- *Webster Thompson Limited v JG Pears (Newark) Limited* – Commercial Court dispute in relation to the sale of a consignment of tallow and the conformity of the same with EU regulations.
- *Sugar arbitration* considering whether or not the parties agreed to wash-out a particular contract.
 - *Sibex Oil Limited v Saicatenergy SA* – Commercial court trial relating to an international contract for the sale of coal. The issues arising related to the effect of certain acts of the Russian government, the applicability of a force majeure clause, and the right to recover damages for the detention of the railway cars carrying the coal.

Commercial Dispute Resolution

Chris undertakes a wide range of general commercial work, with a particular emphasis on contractual disputes. His recent and/or notable cases include:

- *MSEA Loucas v Fifthone* (Commercial Court) Chris represented the Claimant in this matter which was listed for a 4 day trial in December 2018 but settled on the eve of the hearing. The claim arose under a guarantee of a loan. The primary issues arising concerned whether or not the loan had been repaid by virtue of the lender exercising certain security rights under a share pledge, and involved the application of the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).
- *GPT Global Pellets v E.ON* (Commercial Court, 2017). Chris represented the Defendant in these proceedings,

which were to be determined in a 5 day Commercial Court trial in 2017, but which settled shortly before the trial was due to commence. The dispute arose out of fraudulent dealings in relation to a chain of contracts for the financing and acquisition of a cargo of wood pellets.

- ***Eurasia Sports v Tsai and others***(QB Division [2016] EWHC 2207 (QB). Chris represented three of the Defendants in this claim for damages for breach of contract, deceit and conspiracy in relation to an agency contract relating to the provision of online betting services. The defendants in question, all resident in Peru, firstly challenged the jurisdiction of the English Courts resulting in a three day hearing to determine that issue, and then were able to successfully stave off an application for summary judgment for the alleged dishonouring of a cheque for USD 10 million.
- ***MCH v CFS***([2016] EWHC 2877 (Comm)) This was an application for a mandatory injunction restraining the Defendant from foreclosing on commercial property in Rhode Island, USA. Chris represented the successful defendant over the course of two half day hearings. The dispute gave rise to various issues of foreign law and in particular involved a loan agreement governed by English law, an Asset Purchase Agreement subject to both US Federal Bankruptcy law and New York law, and a mortgage governed by New York law.
- ***Imperial College v EDF***(QB division). Chris represented the Defendant in this claim for breach of a contract for the maintenance and service of two gas fuelled engines used to generate electricity at a university premises. The engines suffered a catastrophic failure and the issues arising concerned whether the Defendant was responsible for the same in circumstances where the cause was a phenomenon which the engines' manufacturer had said would not apply to these engines.
- ***Aria Inc v Credit Agricole Corporate & Investment Bank*** [2014] EWHC 872 (Comm). This was a return date on an injunction seeking to prevent payment being made out under an on-demand guarantee. The issues arising concerned whether or not a fraudulent demand had been made under the guarantee, whether the balance of convenience favoured the granting of an injunction, and whether or not an injunction should be granted under the EU Insolvency Regulation.
- ***Set Select Energy v F&M Bunkering***[2014] EWHC 192 (Comm). This was an application challenging the jurisdiction of the Court pursuant to Articles 27 & 28 of the Judgment Regulation. The issues arising involved the time limits for applications to dispute the Court's jurisdiction, and the relationship between proceedings in England under a contract to supply bunkers and proceedings in Cyprus under an on-demand guarantee which was related to the bunker-supply contract.
- ***Med Marine v Castillo Schiffahrts GMBH & Co. KG***[2014] EWHC 1064 (Comm). This was an application challenging the jurisdiction of the Court on the basis that the dispute between the parties was the subject of a jurisdiction clause in favour of the Istanbul Courts and/or proceedings already before the Istanbul Courts. The issues arising related to the construction of the relevant terms and the effect to be given to two competing jurisdiction clauses contained in the same contract.
- ***Aerotransleasing LLC v CJSC Aviakompaniya Polet***[2014] EWHC 1318 (Comm). An application for an injunction prohibiting the removal of an aircraft from the jurisdiction. The injunction had been granted in support of a Russian injunction. The issues to be considered included the strength of the Respondent's defence to the claim as a matter of Russian law and/or whether or not there was a real risk that the Respondent would seek to abscond with the aircraft if the injunction was released.
- ***Imperial Tobacco v Exel, Lynx & Others*** – trial relating to theft of cigarettes from warehouse, relating to issues about good security practice.
- ***Watermans v Bradshaw & Son Ltd*** – dispute about cause of and responsibility for warehouse fire.
- ***Dawkins v Grand Union Management Limited*** – commission dispute under the management agreement for a musical group.
- **Containerships** – ICC arbitration relating to liability under a share purchase agreement for old liabilities of the company.
- ***Top Layer Interiors Ltd v Azure Maritime Holdings SA***[2007] EWHC 2844 – dispute about non-payment of refurbishment contract in relation to a super-yacht.
 - Numerous disputes arising out of the course of carriage by road, including cases about under the CMR convention.

Shipbuilding

Chris has considerable experience of shipbuilding disputes and has acted for both shipyards and buyers in cases involving issues about the right to terminate the contract for delay in the delivery of the vessels under construction, for expiry of the refund guarantee, and/or liability for defects discovered by the buyers post-delivery.

Insurance

Chris has broad insurance and reinsurance experience in both marine and non-marine matters. His experience includes:

- Dispute concerning the ongoing detention of a vessel and its cargo in Nigeria. Advised on a charterers' ability to recover: (a) the value of the cargo; (b) the value of hire paid to the owners and any future sums of hire; (c) any liability to the owners for the loss of the vessel, under various policies of insurance. Involved a consideration of the scope and construction of the Institute War Clauses (Cargo), the Institute Bulk Cargo Clauses, The Institute War Clauses (Commodity Trades), The Institute War and Strikes Clauses (Cargo Stored Afloat in Mechanically Self-Propelled Vessels), The Institute Strike Clauses (both Cargo and Bulk Cargo), and a Charterers Liability Policy.
- Dispute concerning various consignments of sugar that had been impounded in Kenya (as part of a general crackdown on illicitly imported goods). The cargo insurers wished to deny a claim being made on the cargo insurance. Advised on issues including whether or not the Sellers of the cargo had an insurable interest in the cargo in circumstances where it had or should suffer no loss, and whether the claim was covered under the policy (which included a consideration of both the policy and the Inter Hannover Confiscation and Expropriation Clauses).
- *Rosgosstrakh Ltd v Yapi Kredi Finansal Kiralama AO* [2017] EWHC 3377 (Comm). Chris represented the Defendant in this claim by insurers for sums due from the assured under a policy of marine insurance pending the avoidance thereof by the insurers. The issues arising concern whether or not the policy was a joint or composite policy and/or whether or not the broker had authority to bind the Defendant to the policy in the first place. In the first instance, Chris represented the Defendant in a half-day Commercial Court hearing to determine whether or not the Claimants should be entitled to amend the Claim Form after expiry of a limitation period.
- Claim under a H&M policy arising out of an explosion on a vessel which allegedly led to it becoming a CTL. The issues arising for consideration included whether the insurers could avoid the policy on account of the assured on account of the assured failing to disclose: (a) certain details in relation to the condition of the vessel; (b) the fact that the vessel was on its way to be scrapped.
- Claim by insurers under a H&M policy and an Increased Value policy for a declaration that damage to a vessel as a result of its breaking its moorings in Greece had only resulted in it becoming a partial rather than a total loss.
- Marine insurance claim relating to a loss occurring whilst the vessel was en route from Camaret, France to Coruna, Spain. The policy did not cover voyages "crossing" the Bay of Biscay during winter. The questions arising for determination included whether the vessel was in fact lost in the Bay of Biscay and/or whether the vessel was "crossing" the Bay of Biscay at the relevant time.
- Claim under a yacht insurance policy relating to the loss of the yacht. The case involved an allegation that the assured was being deceitful about the manner in which the loss had happened and was thus using a fraudulent device in support of his claim.
- A reinsurance dispute between All Risk and War Risk Reinsurers as to liability for an alleged loss of a fleet of 14 aircrafts. The assured of the aircraft was the owner & lessor of the aircraft and was claiming under its insurance policy for the total loss of the fleet. There was a primary arbitration to determine whether the loss was covered under the assured's policy at all, and thereafter a secondary arbitration between the two sets of reinsurers to decide which of them was liable for the loss (to the extent that the assured's claim succeeded).
- Advising in relation to the enforceability of a Nicaraguan Court judgment granted against all-risk and war-risk insurers in relation to the hijacking and destruction of an aircraft.
- Advising in relation to a dispute about a following underwriters' obligations under a "follow the leader" clause.
- *Kenwood v HCCI* – Commercial Court dispute in relation to professional indemnity cover involving allegations about the scope of cover, non-disclosure of previous claims or circumstances, and breach of warranty.
- Advising a Lloyd's syndicate in relation to the effect of the Financial Services and Markets Act 2000 in the context of facultative reinsurance for Middle Eastern interests.

International Arbitration

Chris increasingly advises and appears as a party advocate in international arbitrations. Recent work includes:

- *Hashwani v OMV Maurice Energy Ltd* [2015] EWCA Civ 177 & [2015] EWHC 1811. Dispute before the ICC relating to sums due under a joint operating agreement arising out of an oil and gas exploration licence in Pakistan. The main issues concern whether or not the operator of the licence is guilty of wilful misconduct and/or has wrongfully divested itself of its interest in the licence. The jurisdiction of the ICC tribunal was challenged by the Respondent which led to an application being made before the High Court and then the Court of Appeal in relation thereto.

- **LCIA arbitration 2015/2016.** A dispute about the construction and supply of flotels to an offshore oil field. The completion and delivery of the flotels was delayed considerably and the primary issue in the case concerns responsibility for that delay under the contract. The other main issue concerns whether or not the contractor is entitled to claim for various alleged variations to the contractual specification. A 3 week final hearing in the case is listed for April 2016.
- **ICC arbitration 2014/2015.** This was a dispute under a share purchase agreement relating to the entire share capital of an oil gas producing company, for the purpose of obtaining that company's interest in various oil and gas production licenses. The issues arising involved the true construction of the contract and whether or not the purchase price was to be adjusted on account of certain non-operative expenses. The dispute was submitted to the ICC for resolution and the hearing took place in November 2014 and a final award published in March 2015.
- **HKIAC arbitration under the 1976 UNCITRAL RULES (2015/2016).** Representing the sellers in a claim arising under a contract for the supply of crystalline solar wafers over a period of 9 years. The buyers purported to terminate the contract and retained an advance payment made by the sellers. The issues arising concern whether or not the buyers had the right to terminate the contract on the true construction of the provisions thereof and, in particular, whether or not the sellers were in breach of an obligation to supply a bank guarantee to the buyers. A 5 day final hearing is listed for January 2016.
- **ICC (2013) – arbitration** relating to claims under a share purchase agreement concerning allocation of risk for old liabilities of the company being sold.
- **HKIAC (2013) – arbitration** relating to a dispute under an international contract for the sale of a consignment of coal. The issues arising related to compliance with the documentary requirements under a letter of credit and whether or not settlement negotiations had resulted in a formally binding compromise.

Aviation & Travel

Chris has represented and advised clients in relation to all aspects of aviation and travel law, including claims under the Warsaw Convention, Montreal Convention, aviation insurance and reinsurance disputes, and general travel litigation, including in particular:

- A reinsurance dispute between All Risk and War Risk Reinsurers as to liability for an alleged loss of a fleet of 14 aircrafts. The assured of the aircraft was the owner & lessor of the aircraft and was claiming under its insurance policy for the total loss of the fleet. There was a primary arbitration to determine whether the loss was covered under the assured's policy at all, and thereafter a secondary arbitration between the two sets of reinsurers to decide which of them was liable for the loss (to the extent that the assured's claim succeeded).
- *Aerotransleasing LLC v CJSC Aviakompaniya Polet* [2014] EWHC 1318 (Comm). An application for an injunction prohibiting the removal of an aircraft from the jurisdiction. The injunction had been granted in support of a Russian injunction. The issues to be considered included the strength of the Respondent's defence to the claim as a matter of Russian law and/or whether or not there was a real risk that the Respondent would seek to abscond with the aircraft if the injunction was released.
- Various disputes arising out of contracts for the carriage of passengers and cargo by air.
- *Aircraft Holdings Ltd v Global Flight Solutions Ltd* – Commercial Court dispute involving allegations of fraud, breach of fiduciary duty and breach of an aircraft leasing agreement.
- *Rolls Royce PLC v Pakistan International Airlines Corporation* – Commercial Court dispute about services provided under an engine maintenance contract.

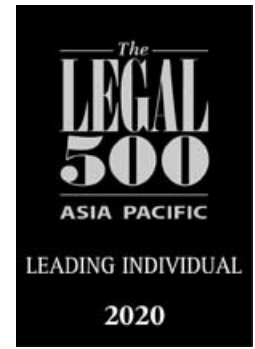
Academic

M.A. (Cantab) 1st class honours.

Awards

Gonville & Caius College, Cambridge: Senior scholar, Sir William MacNair Law prize.

Ranking



Publications

Contributor to "Butterworths: Commercial Court and Arbitration Pleadings"

Memberships

LCLCBA, COMBAR

Personal

Married

Interests

Sport, music, food & wine.