



Mark Stiggelbout

Called: 2011

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Mark is an experienced advocate with a wide-ranging commercial litigation and arbitration practice. He has appeared before the Supreme Court and Court of Appeal, as well as dealing with complex first instance disputes. He also has significant experience of appearing before arbitral tribunals, domestically and internationally (under English and other applicable laws), and in many court applications and challenges associated with arbitrations.

He is recommended as a leading practitioner in both Chambers UK and the Legal 500, where he has been described as "a razor sharp cross-examiner" with "a calm and composed style of advocacy, which appeals to judges".

Mark's legal writings have been cited in textbooks including Treitel on The Law of Contract, Dicey, Morris & Collins on the Conflict of Laws, and Misrepresentation, Mistake and Non-Disclosure.

His reported cases include:

- **Bunge v Nidera** [2015] 3 All ER 1082 (SC) – a leading Supreme Court decision on the compensatory principle and the GAFTA Default Clause.
- **SK Shipping Europe v. Capital VLCC 3 Corp (The "C Challenger")** [2022] 1 Lloyd's Rep. 521 (CA) – a leading Court of Appeal decision on the right to rescind a contract for misrepresentation, and the court's discretion to refuse rescission.
- **Bunge v Pan Ocean (The "Sagar Ratan")** [2025] Bus. L.R. 1118 – the first decision by a court on the meaning of "Affected Area" in the widely-used BIMCO Infectious or Contagious Diseases Clause for Time Charter Parties 2015.
- **O v C** [2026] 4 W.L.R. 5 – a successful application for the sale of sanctioned property under s.44 of the Arbitration Act 1996.
- **Americas Bulk Transport v. Cosco Bulk Carrier (The "Grand Fortune")** [2020] 2 Lloyd's Rep. 105 – a case concerning the identification of contractual parties by recourse to extrinsic evidence and the intentions of agents.
- **ADM International v Oldendorff Carriers (The "Alpha Harmony")** [2020] 1 Lloyd's Rep. 409 – a decision on the ability to terminate a voyage charterparty when a Notice of Readiness has been tendered outside office hours.
- **Dry Log Bulk Carriers v. Phaethon International Co SA (The "Bulk Indonesia")** [2017] 2 Lloyd's Rep. 385 – a case on the meaning of "additional insurance costs" under the widely-used BIMCO Piracy Clause 2009.
- **Huntsworth Wine Co Ltd v London City Bond Ltd** [2021] EWHC 2831 (Comm) and [2021] EWHC 3890 (Comm) – a decision holding a bailee vicariously liable for theft by its employees but allowing limitation to £1,000 under the United Kingdom Warehousing Association (UKWA) standard terms and conditions.
- **Deleclass Shipping v. Ingosstrakh Insurance** [2018] EWHC 1149 (Comm) and [2018] EWHC 1135 (Comm) – a case holding that a claim under an insurance policy would be stifled if security for costs were required, and that the insurer had caused the insured's impecuniosity by not paying out under the policy.

What the directories say

- "Mark is a pleasure to work with. He is always approachable and collegiate while remaining very strong on the law." (Chambers UK, 2026)
- "Highly intelligent but also extremely approachable and open to discussion. His written work is excellent and he is also an effective oral advocate." (Legal 500, 2026)
- "Mark's written work is exceptional in terms of content and analysis." (Chambers UK, 2025)
- "He handles tough cases very well and impresses clients." (Chambers UK, 2025)
- "Mark is very user-friendly, and his advice is clear and easy to understand." (Chambers UK, 2025)
- "Highly intelligent, logical and an excellent legal brain. He is a razor sharp cross-examiner." (Legal 500, 2025)

- "Mark's drafting is impeccable and he is a very safe pair of hands." (Chambers UK, 2024)
- "His work product is of a very good quality and he is pleasant to work with." (Chambers UK, 2024)
- "Mark is a very capable and careful advocate with a very good knowledge of the law." (Chambers UK, 2023)
- "His drafting skills are amazing both in content and analysis." (Chambers UK, 2023)
- "One of my go-to junior counsel for difficult shipping disputes." (Chambers UK, 2023)
- "Mark punches above his weight and can hold his own against much more senior opponents. He has a calm and composed style of advocacy, which appeals to judges." (Legal 500, 2023)
- "He has impressive drafting skills." (Legal 500, 2023)
- "He is very reliable, very sensible and a future star. The quality of his work is impressive." (Chambers UK, 2022)
- "He has a fantastic eye for the detail. Mark has always managed to identify and grasp the fundamental issues in dispute and provide helpful advice whenever needed." (Legal 500, 2022)
- "A bright young junior with good knowledge of shipping law." (Chambers UK, 2021)
- "He is extremely sharp and focuses on the key issues, providing clear and accessible advice." (Chambers UK, 2021)
- "He is ahead of his years, very measured, persuasive and very well regarded." (Chambers UK, 2021)
- "He has impressive drafting skills." (Legal 500, 2021)
- "He is great to deal with and has fantastic knowledge." (Legal 500, 2021)
- "He has an excellent knowledge of shipping law, and is approachable and charming to work with." (Legal 500, 2021)
- "Mark is a standout junior; he is unbelievably dedicated, intellectual and good at drafting pleadings. The detail he puts into his submissions is staggering." (Chambers UK, 2020)
- "He provides comprehensive and compelling advice." (Chambers UK, 2020)
- "An excellent, bright young junior with good knowledge of shipping law." (Chambers UK, 2020)
- "He is great to deal with and has fantastic knowledge." (Legal 500, 2020)
- "User-friendly, very clever and has excellent attention-to-detail." (Legal 500, 2020)
- "He has impressive drafting skills." (Legal 500, 2020)
- "He is always approachable and extremely modest despite his clear talent." (Legal 500, 2019)
- "...Very bright and approachable. He has a good eye for detail." ... "His written work is exceptional and thorough. He is creative in thinking of arguments."... (Chambers UK, 2019)
- ... "Very user-friendly and good on the detail" ... (Legal 500, 2017)
- ... "He is well ahead of his years; his drafting skills are amazing, he is very precise, clear and he is always there to step up if you are in trouble." ... (Chambers UK, 2017)
- ... "He provided comprehensive and compelling advice." ... (Chambers UK, 2017)
- ... "Concise and thorough in his approach" ... (Legal 500, 2016)

Shipping

Mark has a strong shipping practice. He has been involved in litigation and arbitration across the full spectrum of charterparty and bill of lading work, including off-hire, speed and performance, unsafe port, demurrage, cancellation, delivery/redelivery, repudiation, unseaworthiness and cargo claims (including allocations of liability under the Hague/Hague-Visby Rules and the Inter-Club Agreement 1996). Mark has also represented parties in numerous wet shipping and yacht matters.

Illustrative cases include:

- **SK Shipping Europe v. Capital VLCC 3 Corp (The "C Challenger")** [2022] 1 Lloyd's Rep. 521 (CA) – a leading Court of Appeal decision on the right to rescind a contract for misrepresentation, and the court's discretion to refuse rescission.
- **Bunge v Pan Ocean (The "Sagar Ratan")** [2025] Bus. L.R. 1118 – the first decision by a court on the meaning of "Affected Area" in the widely-used BIMCO Infectious or Contagious Diseases Clause for Time Charter Parties 2015.
- **O v C** [2026] 4 W.L.R. 5 – a successful application for the sale of sanctioned property under s.44 of the Arbitration Act 1996.
- **Americas Bulk Transport v. Cosco Bulk Carrier (The "Grand Fortune")** [2020] 2 Lloyd's Rep. 105 – a case concerning the identification of contractual parties by recourse to extrinsic evidence and the intentions of agents.
- **ADM International v Oldendorff Carriers (The "Alpha Harmony")** [2020] 1 Lloyd's Rep. 409 – a decision on the ability to terminate a voyage charterparty when a Notice of Readiness has been tendered outside office hours.
- **Dry Log Bulk Carriers v. Phaethon International Co SA (The "Bulk Indonesia")** [2017] 2 Lloyd's Rep. 385 – a case on the meaning of "additional insurance costs" under the widely-used BIMCO Piracy Clause 2009.

Commodities & International Trade

Mark acts in important, complex and high value commodities disputes. This included acting for the successful appellants the landmark Supreme Court decision on the compensatory principle and the GAFTA Default Clause, **Bunge v Nidera** [2015] 3 All ER 1082 (SC).

Insurance

Mark acts and advises in many insurance matters.

Illustrative cases include:

- **Deleclass Shipping v. Ingosstrakh Insurance** [2018] EWHC 1149 (Comm) and [2018] EWHC 1135 (Comm) – a case holding that a claim under an insurance policy would be stifled if security for costs were required, and that the insurer had caused the insured's impecuniosity by not paying out under the policy.
- Advising the owners of an offshore supply vessel in relation to a claim under a mixed voyage / time policy, following a grounding in West Africa.
- Acting for the underwriters in a case concerning whether corrosion of a vessel's ballast tanks from sulphate reducing bacteria can amount to a peril of the seas or a latent defect.
- Acting for the owners of a general cargo vessel that became a total loss after breaking free from its moorings in bad weather and striking a terminal rock face and crane pylon.

Mark has also contributed multiple insurance case law updates to Insurance Day.

International Arbitration

Mark is regularly instructed in international arbitrations, domestically and internationally, under English and other applicable laws. He is also often instructed in relation to arbitration appeals in the courts.

Illustrative cases include:

- **Bunge v Nidera** [2015] 3 All ER 1082 (SC) – a leading Supreme Court decision on the compensatory principle and the GAFTA Default Clause (appeal under s.69 of the Arbitration Act 1996).
- **Bunge v Pan Ocean (The "Sagar Ratan")** [2025] Bus. L.R. 1118 – the first decision by a court on the meaning of "Affected Area" in the widely-used BIMCO Infectious or Contagious Diseases Clause for Time Charter Parties 2015 (appeal under s.69 of the Arbitration Act 1996).
- **O v C** [2026] 4 W.L.R. 5 – a successful application for the sale of sanctioned property under s.44 of the Arbitration Act 1996.
- **Americas Bulk Transport v. Cosco Bulk Carrier (The "Grand Fortune")** [2020] 2 Lloyd's Rep. 105 – a case concerning the identification of contractual parties by recourse to extrinsic evidence and the intentions of agents (jurisdiction challenge under s.67 of the Arbitration Act 1996).
- **ADM International v Oldendorff Carriers (The "Alpha Harmony")** [2020] 1 Lloyd's Rep. 409 – a decision on the ability to terminate a voyage charterparty when a Notice of Readiness has been tendered outside office hours (appeal under s.69 of the Arbitration Act 1996).
- **Dry Log Bulk Carriers v. Phaethon International Co SA (The "Bulk Indonesia")** [2017] 2 Lloyd's Rep. 385 – a case on the meaning of "additional insurance costs" under the widely-used BIMCO Piracy Clause 2009 (appeal under s.69 of the Arbitration Act 1996).
- **Confidential Arbitration** – acting in a 2-week ICC arbitration worth over US\$ 70m concerning the collapse of a crane.
- **Confidential Arbitration** – acting in a 2-day ICC arbitration in Singapore under Singapore law, concerning issues of implied terms, breach and interest (claim for c. US\$ 7m plus interest).
- **Confidential Arbitration** – acting for the sub-time charterers of a bulk carrier in a complex fire damage claim including allegations of unseaworthiness on account of crew incompetence (2 concurrent LMAA arbitration references; 5-day hearing; claim worth c. US\$ 10m).
- **Confidential Arbitration** – acting in a factually and legally complex, 4-day LMAA arbitration concerning damage to a crane's slewing bearing, including allegations of stevedore mishandling, negligent maintenance and latent defect (opponents' attempt to appeal under s.69 of the Arbitration Act 1996 was dismissed).
- **Confidential Arbitration** – acting in a 5-day LMAA arbitration, successfully refuting allegations of fraud and forgery, and recovering damages exceeding US\$ 2m.
- **Confidential Arbitration** – acting in a 2-day LMAA hearing, successfully defeating a claim for over US\$ 2m arising out of an abortive sale of goods contract, with issues including an agent's liability in circumstances where its purported principal (a) was disclosed but not named at the time of contracting, and (b) may not even have existed.
- **Confidential Arbitration** – acting for the Respondent and counterclaimant in an LCIA arbitration worth US\$ 16m concerning alleged repudiation of a construction contract, claims for liquidated damages and loss of profit.
- **Confidential Arbitration** – acting in a shipbuilding arbitration worth US\$ 96m, seeking refunds of the purchase price instalments following missed delivery dates under contracts for 2 x 13,000 TEU container vessels.
- **Confidential Arbitration** – acting in a shipbuilding arbitration worth US\$ 37m, seeking a refund of the purchase price following alleged repudiatory breaches as to the vessel's condition (176,000 DWT bulk carrier).

Aviation & Travel

Mark has acted for many of the world's major airlines and package tour operators. He has experience of claims brought under the Montreal Convention, EC Regulation 261/2004 and in contract.

Illustrative cases include:

- **Marchbank-Smith & others v. Virgin Atlantic Airways Limited** – acted for Virgin Atlantic in the trial of 14 combined claims

arising from an overnight delay caused by pilot sickness.

- **Horstink & Snapper v. British Airways** – acted for British Airways in the case of a missed connection arising from delay caused by an air traffic control decision.

Construction

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

Shipbuilding

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

Illustrative cases include:

- **Confidential Arbitration** – acting in a shipbuilding arbitration worth US\$ 96m, seeking refunds of the purchase price instalments following missed delivery dates under contracts for 2 x 13,000 TEU container vessels.
- **Confidential Arbitration** – acting in a shipbuilding arbitration worth US\$ 37m, seeking a refund of the purchase price following alleged repudiatory breaches as to the vessel's condition (176,000 DWT bulk carrier).

Academic

M.A. (Oxon.)

B.C.L. (Oxon.)

LL.M. (Harvard)

BPTC, BPP Law School (Outstanding).

Awards

Scholar, Corpus Christi College, Oxford (2006-08)

Michael and Judith Beloff Scholarship, Trinity College, Oxford (2008-09)

Arts and Humanities Research Council Professional Preparation Masters Award (2008-09)

Junior Award, Gray's Inn (2010-11)

Lee Essay Prize, Gray's Inn – First Prize (2011).

Ranking



Publications

Insured's Intentions Remain Central to Determining Reinstatement Damages (Insurance day, 4 July 2019)

Security for Costs in Disputed Insurance Claims (Insurance day, 5 July 2018)

The Nature of the Owner's Charterparty 'Lien' upon Sub-Hires and Sub-Freights - (2013) Shipping & Transport International, 9 (4), 18-21

Contractual Remoteness, "Scope of Duty" and Intention [2012] LMCLQ 97-121 (cited in Scrutton on Charterparties and Bills of Lading, and in Andrews, Contract Law)

The Recognition in England and Wales of United States Judgments in Class Actions (2011) 52 Harv. Int'l LJ. 435-501 (cited in Dicey, Morris & Collins on The Conflict of Laws, and in Briggs, Civil Jurisdiction and Judgments)

The Case of "Losses in Any Event": a Question of Duty, Cause or Damages? (2010) 30 Legal Studies 558-585 (cited, e.g., in Kramer, The Law of Contract Damages, Lunney & Oliphant, Tort Law: Text and Materials, and Clarke, Law of Insurance Contracts)

The Scope and Rationale of the Principle that the Defendant "Takes his Victim as he Finds him" (2009) 17 Tort L Rev 140-157 (cited

in Lunney & Oliphant, Tort Law: Text and Materials)

I'm banking on you - Rethinking Reliance [2008] LMCLQ 258-264 (cited in Ellinger's Modern Banking Law, and in Cartwright, Misrepresentation, Mistake and Non-disclosure)

Memberships

COMBAR

Interests

Dancing salsa and bachata, and VR gaming.