



Mark Stiggelbout

Called: 2011

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

Mark's recent cases include:

- *SK Shipping Europe Plc v. Capital VLCC 3 Corp (The C Challenger)* [2022] EWCA Civ 231 (acting for the successful Respondent in the Court of Appeal, in a case concerning the circumstances in which a party will lose a right to rescind a contract for misrepresentation, and when a court should exercise its discretion to refuse rescission; an application for permission to appeal to the Supreme Court is pending).
- *Americas Bulk Transport Ltd v. Cosco Bulk Carrier Ltd (The Grand Fortune)* [2020] EWHC 147 (Comm) (challenging the substantive jurisdiction of an arbitral tribunal in a two-day hearing before the arbitrators and a one-day Commercial Court hearing).
- *Bilgent Shipping PTE Ltd. v. ADM International SARL; and ADM International SARL v. Oldendorff Carriers GmbH & Co KG (The Alpha Harmony)* [2019] EWHC 2522 (Comm) (successfully resisting an arbitration appeal under s.69 concerning the circumstances in which a Notice of Readiness tendered outside office hours can prevent a charterer from acquiring a right to cancel).
- *Deleclass Shipping v. Ingosstrakh Insurance (The Siderfly)* [2018] EWHC 1149 (Comm) and [2018] EWHC 1135 (Comm) (successfully establishing a 'stifling' defence to a security for costs application);
- *Dry Log Bulk Carriers v. Phaethon International Co SA (The Bulk Indonesia)* [2017] 2 Lloyd's Rep. 385 (successfully resisting an arbitration appeal under s.69 concerning the BIMCO Piracy Clause 2009); and
- *Bunge SA v. Nidera BV* [2015] 3 All E.R. 1082 (acting for the successful appellants in this leading Supreme Court decision on the compensatory principle and the GAFTA Default Clause).

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

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

What the directories say

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

Illustrative cases include:

- *SK Shipping Europe Plc v. Capital VLCC 3 Corp (The C Challenger)* [2022] EWCA Civ 231 (acting for the successful Respondent in the Court of Appeal, in a case concerning the circumstances in which a party will lose a right to rescind a contract for misrepresentation, and when a court should exercise its discretion to refuse rescission; an application for permission to appeal to the Supreme Court is pending).
- *Americas Bulk Transport Ltd v. Cosco Bulk Carrier Ltd (The Grand Fortune)* [2020] EWHC 147 (Comm) (challenging the substantive jurisdiction of an arbitral tribunal in a two-day hearing before the arbitrators and a one-day Commercial Court hearing).

- *Bilgent Shipping PTE Ltd. v. ADM International SARL; and ADM International SARL v. Oldendorff Carriers GmbH & Co KG (The Alpha Harmony)* [2019] EWHC 2522 (Comm) (successfully resisting an arbitration appeal under s.69 concerning the circumstances in which a Notice of Readiness tendered outside office hours can prevent a charterer from acquiring a right to cancel).
- Appeal to the Commercial Court under s.69 of the Arbitration Act 1996 (permission granted). Question of law concerns the extent to which damages for lost time can be awarded to a charterer outside the operation of an off-hire clause.
- Commercial Court claim concerning detention of a vessel in Liberia. Issues include time charter trading limits and the scope of 'restraint of princes' exceptions (to damages and off-hire).
- Linked LMAA arbitrations concerning alleged contamination of a cargo of soya bean oil with naphtha. Issues as to allocation of responsibility between owners, time and voyage charterers.
- LMAA arbitration concerning the hijacking of a vessel by Somali pirates. Issues include the extent to which the March 2009 BIMCO Piracy Clause covers time lost after the relevant attack/seizure ends (e.g. time required for essential repairs).

Wet Shipping

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

Illustrative cases include:

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

Commodities & International Trade

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

Illustrative cases include:

- Appearing for the successful appellants in the Supreme Court in *Bunge SA v. Nidera BV* [2015] 3 All E.R. 1082 (led by Simon Rainey QC), a leading case on the compensatory principle and the GAFTA Default Clause.
- Appeal to the Commercial Court under s.69 of the Arbitration Act 1996 worth US\$13m, arising out of a series of related GAFTA awards. Issues include the correct measure of damages for non-delivery where the buyers' intention was to sell the goods on at below market rate.

Insurance

Mark is regularly instructed to advise and act in insurance matters.

Illustrative cases include:

- *Deleclass Shipping v. Ingosstrakh Insurance (The Siderfly)* [2018] EWHC 1149 (Comm) and [2018] EWHC 1135 (Comm). Mark acted for the vessel's owners and managers in their multi-million-dollar claim against the hull and machinery insurers. A competing claim in the litigation was made by a third party, who claimed to have taken an earlier assignment of the hull and machinery 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 her 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, frequently appearing against more senior counsel in oral hearings. He is also often instructed in relation to arbitration appeals in the courts.

Illustrative cases include:

- **Confidential Arbitration** (acting against more senior counsel in a 5-day hearing; successfully refuting allegations of fraud and forgery, and recovering damages in excess of US\$ 2m).
- **Confidential Arbitration** (acting against a Queen's Counsel in a 2-day 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 shipbuilding arbitration worth US\$96m (acting for the buyers of two 13,000 TEU container vessels in their claim for refunds of purchase price instalments following missed delivery dates).
- Confidential shipbuilding arbitration worth US\$37m (acting for the buyers of a 176,000 DWT bulk carrier in their claim for a refund of the purchase price following alleged repudiatory breaches as to the vessel's condition).
- Appeal to the Commercial Court under s.69 of the Arbitration Act 1996 (permission granted). Question of law concerns the extent to which damages for lost time can be awarded to a charterer outside the operation of an off-hire clause.
- Appeal to the Commercial Court under s.69 of the Arbitration Act 1996 worth US\$13m, arising out of a series of related GAFTA awards. Issues include the correct measure of damages for non-delivery where the buyers' intention was to sell the goods on at below market rate.
- **Americas Bulk Transport Ltd v. Cosco Bulk Carrier Ltd (The Grand Fortune)** [2020] EWHC 147 (Comm) (challenging the substantive jurisdiction of an arbitral tribunal in a two-day hearing before the arbitrators and a one-day Commercial Court hearing).
- **Bilgent Shipping PTE Ltd. v. ADM International SARL; and ADM International SARL v. Oldendorff Carriers GmbH & Co KG (The Alpha Harmony)** [2019] EWHC 2522 (Comm) (successfully resisting an arbitration appeal under s.69 concerning the circumstances in which a Notice of Readiness tendered outside office hours can prevent a charterer from acquiring a right to cancel).

Aviation & Travel

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

Illustrative cases include:

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

Construction

Mark has been instructed on a c.\$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:

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

Academic

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

Awards

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

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 L.J. 435-501 (cited in Dicey, Morris & Collins on The Conflict of Laws, and in Briggs, Civil Jurisdiction and Judgments)
The Case of "Losses in Any Event": a Question of Duty, Cause or Damages? (2010) 30 Legal Studies 558-585 (cited, e.g., in Kramer, The Law of Contract Damages, Lunney & Oliphant, Tort Law: Text and Materials, and Clarke, Law of Insurance Contracts)
The Scope and Rationale of the Principle that the Defendant "Takes his Victim as he Finds him" (2009) 17 Tort L Rev 140-157 (cited in Lunney & Oliphant, Tort Law: Text and Materials)
I'm banking on you - Rethinking Reliance [2008] LMCLQ 258-264 (cited in Ellinger's Modern Banking Law, and in Cartwright, Misrepresentation, Mistake and Non-disclosure)

Memberships

COMBAR

Interests

Music, dance, sport and reading

