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Michael specialises in shipping, commercial insurance, commercial litigation and international arbitration. He is recommended in the Legal 500 UK as, "...an exceptionally bright and very motivated junior", who "can hold his own effectively against more senior counsel"; "An exceptionally talented and astute barrister with expertise beyond his years".

He has acted in many cases in the High Court, Court of Appeal and in LMAA and LICA arbitrations. Illustrative cases include:

- A v. B (Comm Ct) [2025]: represented the owners in this US$6 million claim against the charterers under a time charterparty. The owners claimed in LMAA Arbitration against the charterers under the NYPE implied indemnity in respect of the owners' liability to cargo interests incurred in the PRC Courts for damage sustained to a cargo of soybeans. The damage to the cargo was caused by inherent vice (self-heating cargo). The owners succeeded (in arbitration), arguing that the risk of a microbiologically unstable cargo resulting in cargo damage and liability was within the charterers' sphere of risk, which the owners did not agree to bear under the terms of the charterparty. The charterers appealed to the High Court under s.69 of the Arbitration Act 1996, arguing that the risk of a cargo claim resulting from damage due to inherent vice is an ordinary risk of trading (awaiting judgment).
- Lonham Group Ltd v. Scotbeef Ltd [2025] EWCA Civ 203: a landmark Court of Appeal decision, which provides guidance on the application of the Insurance Act 2015 to representations and warranties. Michael appeared on behalf of the underwriters, who successfully argued that the assured had no right of indemnity under a warehousekeepers' legal liability policy due to breach of conditions precedent, which required the assured to trade under approved trading terms. The assured argued that the relevant condition precedent terms were to be interpreted as pre-contract declarations and therefore could not be enforced, pursuant to s. 9 of the 2015 Act. The Court rejected that submission and found that the relevant terms were not pre-contract declarations but were in fact future warranties which regulated the conduct of the assured during the policy term. These provisions were not subject to the controls of the 2015 Act concerning the duty of fair presentation and were subject to ss. 10-11 of the 2015 Act (which regulate the consequences of breach of warranties and other terms that would tend to reduce the risk of loss).
- LCIA Arbitration: €200M dispute concerning the refurbishment/reconstruction of an FPSO. Shipyard claiming for substantial items of work allegedly outside the scope of contract specifications and prolongation. Owners of the FPSO counterclaimed for defective workmanship, failure to complete contract scope of work and delay.
- LMAA Arbitration: representing bareboat charterers in a redelivery condition dispute regarding a ro-ro vessel chartered under a BARECON 2001 charterparty. A legally and factually complex claim. The issues include (inter alia): (1) the condition of the vessel on redelivery and/or whether damage to the vessel was the result of ordinary wear and tear; (2) the interplay between the charterers' maintenance obligations under clause 10(a) of the BARECON 2001 form and the charterers' redeliver duties under clause 15; (3) how the costs of improvements/changes are to be apportioned between the owners and the charterers under clause 10(a) of BARECON 2001 (which has received no consideration in previous authorities).
- LMAA Arbitration: representing the time charterers in a 5-day arbitration trial hearing. The owners claimed for damage to the vessel's deck crane, which suffered damage while discharging a cargo of coal. The owners alleged that the damage was caused by the stevedores and that the charterers failed to redeliver the vessel in like good order and condition in breach of NYPE 1946 clause 4. The charterers successfully argued that the damage was caused by a latent defect with the vessel's crane. This case raised interesting legal issues concerning the nature of the charterers' duty to redeliver the vessel in like good order and condition under a time charterparty, in particular in regard to whether this obligation extended to damage caused by a latent defect with the vessel's equipment.
- LMAA Arbitration: representing the owners in a high value and factually complex claim made by the time charterers under a head charterparty concerning several breakdowns of a vessel and her machinery, leading a sub-charterer to unilaterally terminate its sub-charterparty. This case raised many issues including (inter alia): (1) seaworthiness, which required consideration of the condition of multiple items of the vessel's machinery and whether owners took adequate steps to restore

the vessel's machinery following breakdowns; (2) whether the condition of the vessel and her machinery caused delay to the charterparty service and/or the extent of any delay; (3) whether the sub-charterers were justified in terminating the sub-charterparty due to the condition of the vessel.
- LMAA Arbitration: representing charterers and cargo interests in a claim for off-hire, additional discharging expenses, damage to shore tanks and damage to cargo resulting from solidification / water contamination of bitumen cargo. Issues included alleged unseaworthiness in relation to the vessel's cargo heating, pumping and forced air systems and owners' failure to take reasonable care of and properly discharge the cargo.
- LCIA arbitration: multi-million claim for breach of contract, conversion and unlawful means conspiracy arising from the unlawful removal and disposal of a cargo of diesel and gasoline from a bonded terminal in Ukraine.
- The Arundel Castle [2017] 2 All E.R. (Comm) 1033; [2017] 1 Lloyd's Rep. 370: Michael appeared for the charterers in this s.69 arbitration appeal, which concerned the meaning of the term "port limits" in a charterparty within the context of a demurrage dispute. The charterers successfully argued that purported tender of NOR was invalid, as the vessel was not within port limits at the time of tender (as required by the charterparty).

Michael is a contributor to the LexisNexis Encyclopaedia of Forms and Precedents (EF&P). He has previously undertaken secondments to a leading shipping law firm and a specialist insurance firm.

What the directories say

- "Michael is an exceptionally bright and very motivated junior. He can hold his own effectively against more senior counsel." (Legal 500, 2025)
- "An exceptionally talented and astute barrister with expertise beyond his years. He is excellent on his feet and argues cases with clarity and persuasion in both written and oral submissions." (Legal 500, 2022)
- "Recommended for his excellent written and oral advocacy and his ability to provide clear, concise and well-reasoned advice." (Legal 500, 2021)

Shipping

Michael has extensive experience with the full spectrum of shipping disputes including both wet and dry, e.g. unpaid hire, off-hire, laytime and demurrage, Inter-Club Agreement, cargo claims, unseaworthiness, liens, withdrawal and repudiation, early redelivery, speed and performance, ship sale and purchase, ship building, war risk/disease clauses, grounding, general average and collision. Some illustrative examples include:

- A v. B (Comm Ct) [2025]: represented the owners in this US$6 million claim against the charterers under a time charterparty. The owners claimed in LMAA Arbitration against the charterers under the NYPE implied indemnity in respect of the owners' liability to cargo interests incurred in the PRC Courts for damage sustained to a cargo of soybeans. The damage to the cargo was caused by inherent vice (self-heating cargo). The owners succeeded (in arbitration), arguing that the risk of a microbiologically unstable cargo resulting in cargo damage and liability was within the charterers' sphere of risk, which the owners did not agree to bear under the terms of the charterparty. The charterers appealed to the High Court under s.69 of the Arbitration Act 1996, arguing that the risk of a cargo claim resulting from damage due to inherent vice is an ordinary risk of trading (awaiting judgment).
- LMAA Arbitration: acting for bareboat charterers in a high-value (US$8M) redelivery condition dispute regarding a ro-ro vessel chartered under a BARECON 2001 charterparty. A legally and factually complex claim. The issues include (inter alia): (1) the condition of the vessel on redelivery and/or whether damage to the vessel was the result of ordinary wear and tear; (2) the interplay between the charterers' maintenance obligations under clause 10(a) of the BARECON 2001 form and the charterers' redeliver duties under clause 15; (3) how the costs of improvements/changes are to be apportioned between the owners and the charterers under clause 10(a) of BARECON 2001 (which has received no consideration in previous authorities).
- LMAA Arbitration: representing the time charterers in a 5-day arbitration trial hearing. The owners claimed for damage to the vessel's deck crane, which suffered damage while discharging a cargo of coal. The owners alleged that the damage was caused by the stevedores and that the charterers failed to redeliver the vessel in like good order and condition in breach of NYPE 1946 clause 4. The charterers successfully argued that the damage was caused by a latent defect with the vessel's crane. This case raised interesting legal issues concerning the nature of the charterers' duty to redeliver the vessel in like good order and condition under a time charterparty, in particular in regard to whether this obligation extended to damage caused by a latent defect with the vessel's equipment.
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- LMAA Arbitration: representing charterers and cargo interests in a claim for off-hire, additional discharging expenses, damage to shore tanks and damage to cargo resulting from solidification / water contamination of bitumen cargo. Issues included unseaworthiness in relation to the vessel's cargo heating, pumping and forced air systems and owners' failure to take

reasonable care of and properly discharge the Cargo.

- LMAA Arbitration: the owners seeking an indemnity for cargo claims, compensation for damage to the vessel and loss of hire, alleging that the port authority (for whose actions the charterers were responsible) had over-pressurised the vessel's cargo tanks during a nitrogen line displacement. The charterers alleged that the over-pressurisation resulted from the vessel's negligence in managing the line clearance.
- LMAA Arbitration: combined arbitration claim for demurrage in respect of multiple tanker vessels.
- LMAA Arbitration: collision of two large ore carriers. Raised issues on the application of the COLREGs, in particular the interpretation and interplay of Rules 2 (Responsibility) and 15 (Crossing situation) and the application of Rules 5 (Look-out) and 6 (Safe speed).
- The Arundel Castle [2017] 2 All E.R. (Comm) 1033; [2017] 1 Lloyd's Rep. 370: Michael appeared for the charterers in this s.69 arbitration appeal, which concerned the meaning of the term "port limits" in a charterparty within the context of a demurrage dispute. The charterers successfully argued that purported tender of NOR was invalid, as the vessel was not within port limits at the time of tender (as required by the charterparty).

Shipbuilding

Michael has extensive experience in shipbuilding disputes. Illustrative examples include:

- LCIA Arbitration: €200M claim concerning the refurbishment / reconstruction of an FPSO. The shipyard claimed for substantial items of work allegedly outside the scope of contract specifications and prolongation. Owners of the FPSO counterclaimed for defective workmanship, failure to complete contract scope of work and delay.
- LMAA Arbitration: representing the shipbuilder in its claim against the buyer for repudiation of a shipbuilding contract by virtue of the latter's failure to make payment of instalments when due. Issues related to whether the contractual conditions for payment were satisfied at the time of ac
- LMAA Arbitration: representing the buyer in its claim against a builder under a warranty of workmanship and material in regard to cracks in a tanker vessel's hull, leading to loss and contamination of cargo.

International Arbitration

Michael has acted in many international arbitrations. Examples include:

- €200M LCIA Arbitration concerning the refurbishment / reconstruction of an FPSO. Shipyard claiming for substantial items of work allegedly outside the scope of contract specifications and prolongation. Owners of the FPSO counterclaiming for defective workmanship, failure to complete contract scope of work and delay.
- US$ multi-million LCIA Arbitration claim for breach of contract, conversion and unlawful means conspiracy arising from the unlawful removal and disposal of a cargo of diesel and gasoline from a bonded terminal in Ukraine.

Insurance

Michael has acted in respect of marine insurance and other insurance claims. He has experience dealing with issues involving coverage disputes, nondisclosure, misrepresentation, breach of the duty of utmost good faith and insurable interests.

- A recent example is Lonham Group Ltd v. Scotbeef Ltd [2025] EWCA Civ 203. A landmark Court of Appeal decision, which provides guidance on the application of the Insurance Act 2015 to representations and warranties. Michael appeared on behalf of the underwriters, who successfully argued that the assured had no right of indemnity under a warehousekeepers' legal liability policy due to breach of conditions precedent, which required the assured to trade under approved trading terms. The assured argued that the relevant condition precedent terms were to be interpreted as pre-contract declarations and therefore could not be enforced, pursuant to s. 9 of the 2015 Act. The Court rejected that submission and found that the relevant terms were not pre-contract declarations but were in fact future warranties which regulated the conduct of the assured during the policy term. These provisions were not subject to the controls of the 2015 Act concerning the duty of fair presentation and were subject to ss. 10-11 of the 2015 Act (which regulate the consequences of breach of warranties and other terms that would tend to reduce the risk of loss).

Commodities & International Trade

Michael has acted and advised on matters concerning various issues regarding the international sale of commodities.

- LCIA Arbitration is an illustrative example. This was a claim for breach of contract, conversion and unlawful means conspiracy in respect of the alleged theft of a cargo of diesel and gasoline from a bonded terminal in Ukraine. This reference involved complex issues concerning the construction of passing of title and pre-payment provisions in sale of goods contracts and required intricate factual analysis regarding alleged fraudulent documents created for the purpose of transferring title to the

cargo.

- **Parfums Christian Dior (U.K.) Ltd. v. GXO Logistics Services UK Ltd.** (Comm Ct) CL-2021-000715 is a further example. Michael represented Christian Dior in its claim against a warehouse facility for the loss of a large consignment of cosmetic products stolen from the warehouse by a third-party. The issues included (inter alia): (1) Claimant's title to sue; (2) whether loss caused by theft was excluded by the terms of the contract; (3) whether the Defendant was in breach of its contractual duty to perform the warehousing services in accordance with good operating practices.

Academic

L.L.B. (First Class Honours).
B.C.L. Hertford College, Oxford (Distinction).
B.P.T.C. College of Law (Outstanding).

Awards

Lincoln's Inn Award for Outstanding Achievement in the BPTC, 2013; University of Oxford Law Faculty Prize for Best Exam Paper on Comparative and European Corporate Law, 2012; Ede and Ravenscroft Award for Academic Excellence, 2011; Stone Chambers Mooting Competition Winner, 2010.

Memberships

COMBAR
LMAA (supporting Member)