

Publication details

Arbitration – Tribunal ruling that it was bound by decisions of the Malaysian Industrial Court – Whether tribunal had jurisdiction – Procedural irregularity – Public policy.

[2020] 1 Lloyd's Rep. 1

☐ [K v A](#)

Sale of goods (fob) – Payment of price – Seller emailing invoice to broker directing buyer to make payment to specified bank account – Fraudster intercepting email and directing payment to be made to fraudulent account – Buyer making payment to fraudulent account – Whether risk of fraud on buyer or seller – Whether buyer complied with contractual payment obligation – Whether arbitration tribunal erred in law – Whether serious irregularity – Arbitration Act 1996, sections 68 and 69.

[2020] 1 Lloyd's Rep. 28

☐ [LEIDOS INC v THE HELLENIC REPUBLIC](#)

Arbitration – Enforcement of award – Arbitration Act 1996, sections 101 and 103 – Costs – CPR 44 and 62.18.

[2020] 1 Lloyd's Rep. 37

☐ [SINGULARIS HOLDINGS LTD v DAIWA CAPITAL MARKETS EUROPE LTD](#)

Dishonest assistance with breach of fiduciary duty – Duty of care owed by bank – Contributory negligence – Law Reform (Contributory Negligence) Act 1945 – Illegality – Attribution.

[2020] 1 Lloyd's Rep. 47

☐ [BNA v BNB AND ANOTHER](#)

Arbitration – Law applicable to arbitration agreement – Whether applicable law followed main agreement or seat – Whether seat of arbitration in PRC or Singapore.

[2020] 1 Lloyd's Rep. 55

☐ [ENKA INSAAT VE SANAYI AS v OOO "INSURANCE COMPANY CHUBB" AND OTHERS](#)

Arbitration – Anti-suit injunction – Dispute as to scope of arbitration clause – Proceedings brought in Russian courts – Law applicable to arbitration clause – Criteria for grant of anti-suit injunction – Senior Courts Act 1981, section 37.

[2020] 1 Lloyd's Rep. 71

☐ [MINISTER OF FINANCE AND ANOTHER v INTERNATIONAL PETROLEUM INVESTMENT CO AND ANOTHER](#)

Challenge to arbitration award – Jurisdiction and serious irregularity – Parties agreeing that disputes arising about an award were to be arbitrated – Whether English court should stay proceedings pending second arbitration – Whether anti-arbitration should be granted – Arbitration Act 1996, sections 67 and 68 – Senior Courts Act 1981, section 37.

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- ☐ [SUICDEN MIDDLE EAST v YAGCI DENIZCILIK VE TICARET LTD SIRKETI \(THE "MILHAMMER YAGCI"\)](#)

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Whether time lost caused by government interference – Charterparty 1999, clause 20.

[2020] 1 Lloyd's Rep. 107

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- ☐ [APRILE SPA AND OTHERS v ELIN MARITIME LTD \(THE "ELIN"\)](#)

Carriage of goods by sea – Deck cargo lost overboard – Whether exclusion clause exempted owners for loss and damage caused by negligence or breach of seaworthiness obligation.

[2020] 1 Lloyd's Rep. 111

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- ☐ [GN v ZU \(AS ADMINISTRATOR IN THE INSOLVENCY OF NIKI LUFTFAHRT GMBH\)](#)

Carriage of passengers by air – Air carrier liability in the event of accidents – Concept of "accident" – Spillage of a cup of coffee placed on the tray table of a seat – Bodily injuries caused to the passenger – Convention for the Unification of Certain Rules for International Carriage by Air 1999 (Montreal Convention), article 17(1).

[2020] 1 Lloyd's Rep. 124

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- ☐ [WILMAR TRADING PTE LTD v HEROIC WARRIOR INC \(THE "BUM CHIN"\)](#)

Sale of goods (fob) – Damage to goods – No bills of lading issued – Whether implied contract between buyers and shipowner – Title to sue – Whether buyers entitled to sue shipowner in contract and/or in tort – Whether shipowner owed duty of care to buyers – Whether shipowner in breach of duty of care.

[2020] 1 Lloyd's Rep. 130

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- ☐ [BOSKALIS OFFSHORE MARINE CONTRACTING BV v ATLANTIC MARINE AND AVIATION LLP \(THE "ATLANTIC TONJER"\)](#)

Charterparty (Time) – BIMCO Supplytime 2017 Charter Party for Offshore Support Vessels – Interpretation of payments clause 12(e).

[2020] 1 Lloyd's Rep. 171

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- ☐ [CLASSIC MARITIME INC v LIMBUNGAN MAKMUR SDN BHD AND ANOTHER](#)

Charterparty – Contract of affreightment – Long-term contract for carriage of iron ore pellets from Brazil to Malaysia – Bursting of dam stopping production of iron ore – Owner claiming damages from charterer for failure to make shipments following dam burst – Whether charterer entitled to rely on force majeure clause – Whether owner entitled to substantial damages.

[2020] 1 Lloyd's Rep. 178

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- ☐ [GA-HYUN CHUNG v SILVER DRY BULK CO LTD](#)

Arbitration – Jurisdiction – Validity of appointment of arbitrator – Whether claimant's challenge was to "substantive jurisdiction" – Whether effect of Marshall Islands statute was to extend life of company after dissolution to enable arbitration proceedings to be served on it – Arbitration Act 1996, section 67.

[2020] 1 Lloyd's Rep. 193

☐ [HARMONY INNOVATION SHIPPING PTE LTD v CARAVEL SHIPPING INC \(THE “UNIVERSAL BREMEN”\)](#)

Practice – Mandatory injunction – Letter of indemnity – Cargo of coal discharged without bills of lading –

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and take all necessary steps to secure release of vessel – Sub-charterer applying to discharge injunction – Whether triable issue that cargo had been delivered – Whether injunction should be discharged.

[2020] 1 Lloyd's Rep. 206

☐ [REPUBLIC OF KOREA v DAYYANI AND OTHERS](#)

Arbitration – Jurisdiction – Bilateral investment treaty – Meaning of “investment” – Vienna Convention on the Law of Treaties 1969 – Arbitration Act 1996, section 67.

[2020] 1 Lloyd's Rep. 212

☐ [AXA SA v GENWORTH FINANCIAL INTERNATIONAL HOLDINGS AND ANOTHER AXA FRANCE IARD \(AS TRANSFEREE OF THE BUSINESS OF FINANCIAL INSURANCE CO LTD\) AND OTHERS \(NAMED THIRD PARTIES\)](#)

Sale and purchase agreement – Payment protection insurance – Sellers covenanting to pay on demand 90 per cent of PPI claims to purchasers – Whether obligation to pay was an indemnity – Whether sellers had subrogation rights – Whether sellers acted reasonably in withholding consent to agreements by buyers.

[2020] 1 Lloyd's Rep. 229

☐ [KABAB-JI SAL \(LEBANON\) v KOUT FOOD GROUP \(KUWAIT\)](#)

Arbitration – Enforcement of award – Whether arbitration clause applied to contracting party's parent company – Law applicable to arbitration agreement – Effect of entire agreement clause on arbitration agreement in the main contract – Effect of No Oral Modification clause – Whether judge should have made a final determination – Arbitration Act 1996, sections 7 and 103(2)(b).

[2020] 1 Lloyd's Rep. 269

☐ [OZMEN ENTERTAINMENT PTY LTD AND ANOTHER v NEPTUNE HOSPITALITY PTY LTD \(THE “SEADECK”\)](#)

Joint venture – Fiduciary duty – Second applicant and respondent entering into joint venture agreement to operate business offering luxury cruises on Sydney Harbour – First applicant demise-chartering vessel to second applicant and respondent jointly for purpose of joint venture – Whether respondent in breach of joint venture agreement – Whether respondent in breach of fiduciary duty – Whether joint venture agreement validly terminated by second applicant – Whether charterparty validly terminated by first applicant.

[2020] 1 Lloyd's Rep. 287

☐ [VTB COMMODITIES TRADING DAC v JSC ANTIPINSKY REFINERY](#)

Arbitration – Jurisdiction – Application to court for preliminary ruling on jurisdiction – Whether arbitration agreement repudiated – Scope of arbitration clause – Arbitration Act 1996, section 32.

[2020] 1 Lloyd's Rep. 332

☐ [A AND ANOTHER v C AND OTHERS](#)

Arbitration – Court's power to order evidence – Whether power available against a third party – Arbitration Act 1996, sections 2(3), 43, 44 and 82 – CPR 34.8.

[2020] 1 Lloyd's Rep. 341

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[GENERAL AVERAGE – GENERAL AVERAGE GUARANTEE – WHETHER ISSUER OF GUARANTEE ENTITLED TO RAISE DEFENCE UNDER RULE D OF THE YORK-ANTWERP RULES 1974.](#)

[2020] 1 Lloyd's Rep. 355

☐ [ODYSSEY AVIATION LTD v GFG 737 LTD](#)

Sale of aircraft – Aircraft Sale and Purchase Agreement – Buyer purporting to terminate agreement for seller's breach of warranty as to title and for failing to fulfil conditions precedent – Whether termination valid – Seller purporting to terminate agreement for buyer's failure to pay balance of purchase price – Whether termination valid – Whether seller entitled to summary judgment for return of deposit – Whether buyer entitled to summary judgment for return of deposit.

[2020] 1 Lloyd's Rep. 363

☐ [RUBICON VANTAGE INTERNATIONAL PTE LTD v KRISENERGY LTD](#)

Guarantee – Parent company of bareboat charterer providing guarantee to owner – Owner making demand on guarantor in respect of works carried out to vessel prior to commencement of charter – Whether “on-demand” or “see-to-it” guarantee – Whether demand valid – Whether guarantor liable.

[2020] 1 Lloyd's Rep. 383

☐ [“AMALIE ESSBERGER” TANKREEDEREI GMBH & CO KG v MARUBENI CORPORATION \(THE “AMALIE ESSBERGER”\)](#)

Demurrage – Time-bar – Claim to be presented with all supporting documents within 90 days of discharge – Meaning of “supporting documents” – Whether all supporting documents had to be supplied at same time as claim – Whether demurrage claim time-barred.

[2020] 1 Lloyd's Rep. 393

☐ [BILGENT SHIPPING PTE LTD v ADM INTERNATIONAL SARL \(THE “ALPHA HARMONY”\)](#)

Charterparty (Voyage) – Laycan – Charterers entitled to cancel charter if notice of readiness not given as per charterparty – NOR tendered but not during permitted hours – Whether charterers entitled to cancel.

[2020] 1 Lloyd's Rep. 409

☐ [FILATONA TRADING LTD AND ANOTHER v NAVIGATOR EQUITIES LTD AND OTHERS](#)

Arbitration – Jurisdiction – Share purchase agreement – Disclosed and identified principal – Whether wording of agreement precluding intervention and reliance on that contract by disclosed and identified principal – Arbitration Act 1996, section 67.

[2020] 1 Lloyd's Rep. 418

☐ [XSTRATA COAL QUEENSLAND PTY LTD AND OTHERS v BENXI IRON & STEEL \(GROUP\) INTERNATIONAL ECONOMIC & TRADING CO LTD](#)

Arbitration – Running of time for appeal – Effect of refusal of tribunal to review award – Serious irregularity – Obligation of tribunal to produce uncertain and unambiguous award – LCIA Rules – Arbitration Act 1996, sections 57, 68(2)(f) and 70(3).

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☐ [FEYHA MARITIME LTD v MILOUBAR CENTRAL FEEDMILL LTD AND ANOTHER](#)

Carriage of goods by sea – Limitation of action – Plaintiff bringing cargo claim against carrier within one-year limitation period – Cargo insurer bringing separate claim against carrier within limitation period – Court ruling that plaintiff not owner of cargo – Application to amend claim after expiry of limitation period to add new party as plaintiff – Whether amendment should be allowed – Whether cargo insurer's claim stopped limitation running – Hague-Visby Rules, article III, rule 6.

[2020] 1 Lloyd's Rep. 449

☐ [PRIYANKA SHIPPING LTD v GLORY BULK CARRIERS PTE LTD \(THE "CSK GLORY"\)](#)

Sale of ship – Buyer contracting to scrap vessel and not to use her for trading – Buyer trading vessel in breach of agreement – Whether seller entitled to injunction – Whether damages adequate remedy – Whether seller entitled to "negotiating damages" – Whether buyer entitled to declaration that seller limited to nominal damages.

[2020] 1 Lloyd's Rep. 461

☐ [RELIANCE INDUSTRIES LTD AND ANOTHER v THE UNION OF INDIA](#)

Arbitration – Remission of award – Jurisdiction of tribunal on remission – Whether Further Award tainted by serious irregularity – Arbitration Act 1996, sections 67 and 68.

[2020] 1 Lloyd's Rep. 489

☐ [ALBION ENERGY LTD v ENERGY INVESTMENTS GLOBAL BRL](#)

Arbitration – Stay of proceedings – Sale and purchase agreement containing exclusive jurisdiction clause – Escrow Agreement containing arbitration clause – Whether claim under SPA governed by arbitration clause – Equitable set-off – Whether claim for mismanagement justified stay of SPA proceedings – Inherent jurisdiction to stay – Arbitration Act 1996, section 9.

[2020] 1 Lloyd's Rep. 501

☐ [ASPEN UNDERWRITING LTD AND OTHERS v CREDIT EUROPE BANK NV](#)

Conflict of laws – Jurisdiction – Recovery of paid insurance proceeds – Settlement agreement – Exclusive jurisdiction clause in policy – Whether binding on mortgagee bank – "Matters relating to insurance" – Insurance – Hull and machinery policy – Brussels Regulation Recast.

[2020] 1 Lloyd's Rep. 520

☐ [FLIGHTRIGHT GMBH v IBERIA LAE SA OPERADORA UNIPERSONAL](#)

Jurisdiction – Special jurisdiction in matters relating to a contract – Concept of "place of performance" – Contract for the provision of services – Air transport – Right to compensation for flight passengers in the event of cancellation or long delay of flights – Flight under a confirmed single booking with several connecting flights operated by two separate air carriers – Cancellation of the final leg of the journey – Claim

for compensation brought against the air carrier in charge of the final leg of the journey before the court or tribunal which has territorial jurisdiction over the place of departure of the first leg of the journey – Regulation (EU) No 1215/2012 – Regulation (EC) No 261/2004.

[2020] 1 Lloyd's Rep. 540

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☐ [VTB COMMODITIES TRADING DAC v JSC ANTIPINSKY REFINERY PETRACO OIL CO SA \(INTERVENING\)](#)

Arbitration – Power of court to grant interim relief in cases of urgency – Whether matter ceasing to be urgent conferred jurisdiction to continue interim relief – Worldwide freezing order – Cargo injunction – Non-disclosure – Arbitration Act 1996, section 44 – Sale of Goods Act 1979, section 52.

[2020] 1 Lloyd's Rep. 540
