

COMMERCIAL DISPUTES WEEKLY – ISSUE 7

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BITE SIZE KNOW HOW FROM THE ENGLISH COURTS

The Commercial Disputes Weekly will be taking a short break next week, but will return on 10 December.

Freezing orders

The Court of Appeal has confirmed that under the “ordinary living expenses” exception a respondent to a freezing order will be entitled to maintain their lavish pre-freezing order lifestyle, but that the court should exercise a healthy scepticism about the respondents’ assertions concerning that expenditure.

Vneshprombank LLC v Bedzhamov & Ors

Jurisdiction clauses

In a useful clarification on the effect of jurisdiction clauses commonly found in financing agreements, the Commercial Court has confirmed that asymmetric jurisdiction clauses will be covered by the lis pendens rules in the Recast Brussels Regulation, concerning what happens where there are parallel proceedings involving the same action and the same parties in different EU Member State courts.

Etihad Airways PJSC v Flöther

Professional negligence

Leaving for another day the question of whether a claim for loss of opportunity should be assessed as at the date of the lost claim, or the date of the professional negligence proceedings, the Supreme Court has found that a claimant was entitled to full damages for the loss of the opportunity to bring a claim under a statutory compensation scheme, even if his loss might not have led to damages at common law.

Edwards (on behalf of the late Thomas Arthur Watkins) v Hugh James Ford Simey Solicitors

Service

The importance of serving particulars of claim within the deadline for service of the claim form and not leaving service till the last minute has been emphasised by the High Court, which refused to grant an extension of time after the particulars were 21 days late.

Maggistro-Contenta & Anr v O’Shea & Anr

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Settlement offers

The Technology and Construction Court has emphasised that narrowly beating its Part 36 offer at trial still entitled a claimant to all the usual costs consequences of the Part 36 regime.

Hochtief (UK) Construction Limited & Anr v Atkins Limited

FOR MORE INFORMATION

Should you wish to discuss any of these cases in further detail, please speak with a member of our London dispute resolution team below, or your regular contact at Watson Farley & Williams:

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