

COMMERCIAL DISPUTES WEEKLY – ISSUE 11

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BITE SIZE KNOW HOW FROM THE ENGLISH COURTS

Contract

The Commercial Court reinforces the importance of avoiding pre-conceptions when construing contracts, rejecting the suggestion that a clause obliging a company to make payments relating to PPI misselling claims should be assigned to a category of obligation before being interpreted.

[AXA SA v Genworth Financial International Holdings, Inc & Ors](#)

Jurisdiction

In a helpful decision for parties potentially looking to challenge jurisdiction, the English High Court has held that by failing to seek an extension of time to make its challenge, the defendant had not made an irrevocable submission to the jurisdiction. However, an asymmetric jurisdiction clause in a personal guarantee meant the claimant was entitled to bring proceedings in England.

[Ourspace Ventures Limited v Halliwell](#)

Litigation

Although the court will usually only grant a summary judgment application where there is witness evidence on disputed facts if the witnesses are bound to be disbelieved, the Commercial Court has emphasised that if there are grave doubts a defence will succeed at trial, a conditional order can be made.

[Industrial and Commercial Bank of China Limited, Mumbai Branch v Ambani](#)

Maritime

Commercial Court holds that correct measure of damages payable by a company that had breached a warranty to deliver a yacht of satisfactory quality was the difference between the purchase price and the current value – any depreciation had been suffered as a result of the company's expressed intention to repair the faults.

[France & Anr v Discovery Yacht Sales Limited & Anr](#)

FOR MORE INFORMATION

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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:

- [Andrew Ward](#)
- [Rebecca Williams](#)
- [Charles Buss](#)
- [Dev Desai](#)
- [Andrew Hutcheon](#)
- [Robert Fidoe](#)
- [Thomas Ross](#)

KEY CONTACTS



ANDREW WARD
CONSULTANT • LONDON

T: +44 20 7863 8950

award@wfw.com



REBECCA WILLIAMS
PARTNER • LONDON

T: +44 203 036 9805

rwilliams@wfw.com

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