

COMMERCIAL DISPUTES WEEKLY – ISSUE 12

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BITE SIZE KNOW HOW FROM THE ENGLISH COURTS

Arbitration

English Commercial Court provides useful analysis of the effect of choosing an English seat when determining whether it should issue an anti-suit injunction to restrain litigation allegedly brought in breach of an arbitration clause.

[Enka Insaat ve Sanayi AS v OOO “Insurance Company Chubb” & Ors](#)

Jurisdiction

In a case which provides an important reminder of the importance of giving full and frank disclosure on applications for permission to serve out, High Court confirms that an order originally giving permission should be set aside.

[Punjab National Bank \(International\) Ltd v Srinivasan & Ors](#)

Privilege

Rejecting an application for an injunction to restrain use of documents, English court holds that while it may be possible to use another person’s privilege as a shield to prevent a third party from compelling disclosure, another person’s privilege could not be used as a sword where no other right existed.

[HML PM Ltd v Canary Riverside Estate Management Ltd & Anr](#)

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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