

COMMERCIAL DISPUTES WEEKLY – ISSUE 14

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BITE SIZE KNOW HOW FROM THE ENGLISH COURTS

Arbitration

The importance of complying with the formal requirements of no oral modification clauses has been emphasised by the Court of Appeal's decision that under English law the respondent in a Paris-seated arbitration was not a party to the relevant arbitration agreement, and that an arbitration award was therefore not enforceable against it.

Kabab-Ji SAL (Lebanon) v Kout Food Group (Kuwait)

"a statement by a solicitor to a third party as to the instructions he has from his client does not automatically and without more give rise to a loss of confidentiality in the documents which contain or evidence those instructions"

Raiffeisen Bank International AG v Asia Coal Energy Ventures Ltd & Anr

Contract

In reassuring news for parties seeking contractual certainty, the High Court has rejected arguments that an apparently unqualified power to remove an operator under a Joint Operating Agreement was in fact subject to implied terms obliging the parties to exercise that power by reference to concepts of good faith.

Taqa Bratani Ltd & Ors v Rockrose UKCS8 LLC

Privilege

The Court of Appeal has handed down the latest decision in the ever developing topic of legal professional privilege, confirming that instructions to a solicitor concerning payments into an escrow account remained confidential and privileged, notwithstanding a confirmation by the solicitor to a third party pursuant to those instructions.

Raiffeisen Bank International AG v Asia Coal Energy Ventures Ltd & Anr

Search orders

The High Court has provided an important warning to parties on the way that they should deal with material obtained pursuant to a search order, emphasising that

such orders are not intended to provide early disclosure, but rather to preserve documents necessary for the conduct of litigation.

TBD (Owen Holland) Ltd v Simons & Ors

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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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