

COMMERCIAL DISPUTES WEEKLY – ISSUE 22

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BITE SIZE KNOW HOW FROM THE ENGLISH COURTS

We appreciate that our clients, partners and friends are currently facing unprecedented challenges as a result of the spread of the COVID-19 virus. Click [here](#) for a message from our Managing Partners, and [here](#) for all of our latest updates and articles on the subject. If you have any questions or require support, please do not hesitate to speak to your usual contact at WFW.

Arbitration

In a case concerning monies payable following the early termination of charterparties, the Commercial Court has emphasised the importance of demonstrating necessity when seeking orders to preserve assets in support of arbitration under section 44(3) Arbitration Act 1996.

Daelim Corporation v Bonita Company Limited & Ors

"It is acte clair that a person which is correctly categorised as a policyholder, insured or beneficiary is entitled to the protection of section 3 of the Regulation, whatever its economic power relative to the insurer."

Aspen Underwriting Ltd
& Ors v Credit Europe
Bank NV

Contract

Setting aside a default judgment despite the application having been made four years after judgment was entered, the High Court has commented that while there is usually little scope for the application of a de minimis principle in commercial contracts, in this case such an argument had a real prospect of success in being applied to negative an entitlement to accelerate a loan agreement.

Lombard North Central Plc v European Skyjets Limited (in liquidation) & Anr

Illegality

The difficulty in bringing a negligence claim in relation to the conduct of criminal proceedings has been emphasised by the Court of Appeal, which struck out a claim concerning convictions under the Wildlife and Countryside Act 1981 on the grounds of illegality, collateral attack and the rule against inconsistency.

Day v Womble Bond Dickinson (UK) LLP

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Insurance

Rejecting the suggestion that there is a “weaker party” exception to the rules of jurisdiction in matters relating to insurance in the Brussels Recast Regulation, the Supreme Court has held that the English court did not have jurisdiction in relation to a claim brought by insurers under a hull and machinery risks policy against the vessel’s mortgagee and assignee of the policy.

Aspen Underwriting Ltd & Ors v Credit Europe Bank NV

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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