

COMMERCIAL DISPUTES WEEKLY – ISSUE 24

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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.

Experts

The Technology and Construction Court has confirmed that experts can owe fiduciary obligations of loyalty to their client, and accordingly continued an injunction to restrain a firm from providing expert witness services in respect of an arbitration where they had been instructed by the opponent in separate but related proceedings.

A v X & Ors

"As a matter of principle, the circumstances in which an expert is retained to provide litigation or arbitration support services could give rise to a relationship of trust and confidence."

A v X & Ors

Experts

Emphasising that the court should not be over-zealous in excluding expert evidence, the High Court has given permission to adduce expert evidence of foreign law in relation to an application to set aside the enforcement of an arbitration award.

Alexander Brothers Ltd (Hong Kong SAR) v Alstom Transport SA & Anr

Guarantees

Providing further helpful guidance on the correct approach to determining whether an instrument is a "see to it" guarantee or a demand bond, the Commercial Court has found that a shipbuilding guarantee given by a parent company was a "see to it" guarantee, notwithstanding the fact that it was described as an "irrevocable payment guarantee".

Shanghai Shipyard Co Ltd v Reignwood International Investment (Group) Co Ltd & Anr

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Maritime

In two cases concerning the same charterparty chain and charterparty indemnity clauses, the Commercial Court has made mandatory injunctions requiring the defendants to each provide security to ensure the release of a vessel that had been arrested in Singapore following discharge of cargo without presentation of bills of lading.

Trafigura Maritime Logistics PTE Ltd v Clearlake Shipping PTE Ltd and Clearlake Chartering USA Inc & Anr v Petroleo Brasileiro SA

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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