

COMMERCIAL DISPUTES WEEKLY – ISSUE 26

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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

The High Court has emphasised that an application to enforce an arbitration award under section 66 Arbitration Act 1996 is to enforce rights established by the arbitration award, but where there are disputed questions of fact, the court can direct that these be determined pursuant to the section 66 application.

[A v B](#)

"The time has come to seek to impose some order and clarity on this area of the law, in particular as to the relative significance to be attached to the main contract law on the one hand, and the curial law of the arbitration agreement on the other..."

Enka Insaat Ve Sanayi AS v OOO "Insurance Co Chubb" & Ors

Arbitration

In a significant decision on the governing law of arbitration agreements, the Court of Appeal has clarified that the general rule should be that, where there is no express choice of governing law, the governing law of the arbitration agreement should be the law of the seat. The Court also confirmed that the court of the seat is the appropriate court to determine whether or not to grant an anti-suit injunction in support of the arbitration.

[Enka Insaat Ve Sanayi A.S. v OOO "Insurance Company Chubb" & Ors](#)

Covid-19

Emphasising the importance of the continued administration of justice, notwithstanding difficulties resulting from the Covid-19 pandemic, the High Court has provided useful guidance on when, in the current circumstances, extensions of time should be granted and hearings adjourned.

[Municipio de Mariana & Ors v BHP Group Plc \(formerly BHP Billiton\) & Ors](#)

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Maritime

Clarifying the terms of an order requiring security to be provided to secure the release of a vessel from arrest in Singapore, the English court considered it was for the Singapore court to determine whether the security offered would be adequate but that since it would take some time for the Singapore court to make such a determination due to the Covid-19 pandemic, a payment into court should be made.

[Trafigura Maritime Logistics PTE Ltd v Clearlake Shipping PTE Ltd \(Rev 1\)](#)

Shipbuilding

In a case where WFW acted for the successful buyer, the English court has considered key questions concerning SAJ form shipbuilding contracts, including points on the prevention principle, notices, modifications and non-payment of instalments. Our full article is available [here](#).

[Jiangsu Guoxin Corporation Ltd \(formerly known as Sainty Marine Corporation Ltd\) v Precious Shipping Public Co. Ltd](#)

Statements of case

Care should always be taken when identifying the parties to a claim, particularly where limitation is in issue. However, the TCC has demonstrated that where an innocent mistake had been made as to the name of the claimant which did not mislead anyone, and as a result of the assignment of the cause of action the claim could not otherwise be continued, the name of the correct claimant could be substituted on the claim form.

[AIG Europe Limited v McCormick Roofing Limited & Ors](#)

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:

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

KEY CONTACTS

ANDREW WARD

PARTNER • 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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