

## COMMERCIAL DISPUTES WEEKLY – ISSUE 29

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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 Commercial Court has highlighted the “extreme” nature of applications to remove arbitrators, holding that even though an arbitrator did eventually resign, the applicant was not to be regarded as the successful party and so was not entitled to its costs of the application. In fact, it was likely the applicant would have lost had the hearing gone ahead.

C Limited v D & X

**"If a prohibitory injunction may not be enough to ensure that the injunction is practically effective ..., a mandatory injunction requiring the injunction defendant to discontinue the foreign proceedings may be granted in an appropriate case."**

**Daiichi Chuo Kisen  
Kaisha v Chubb  
Seguros Brasil SA**

#### Disclosure

Emphasising the importance of demonstrating a good arguable case that there has been wrongdoing in order to obtain *Norwich Pharmacal* relief against a third party, the English court has refused an AIM-listed litigation funder’s application for disclosure of confidential trading data from the London Stock Exchange, holding that the evidence did not support a conclusion that there had been unlawful market manipulation.

Burford Capital Limited v London Stock Exchange Group Plc

#### Jurisdiction

The High Court has taken the unusual course of issuing a mandatory anti-suit injunction, ordering a party who had brought foreign proceedings in breach of a London arbitration agreement, to discontinue the foreign claim. Even though the applicant had brought a jurisdiction challenge in the foreign court, the anti-suit injunction would not be inconsistent with considerations of comity.

Daiichi Chuo Kisen Kaisha v Chubb Seguros Brasil SA

# WATSON FARLEY & WILLIAMS

## **Jurisdiction**

In a case which demonstrates the difficulties that can arise where contracts contain apparently inconsistent jurisdiction provisions, the Commercial Court has found that there was a good arguable case that the English court had exclusive jurisdiction in relation to disputes under insurance policies which provided for English jurisdiction but also referred to standard wording which provided for Italian jurisdiction.

Generali Italia SpA & Ors v Pelagic Fisheries Corporation & Anr

## **Service**

Providing an important reminder of the need for care when serving proceedings, particularly at the last minute, the Commercial Court has found that references in a consent order to “service” meant service in accordance with the procedural rules in force in England at the relevant time.

Oran Environmental Solutions Limited & Anr v QBE Insurance (Europe) Limited & Anr

## **Setting aside orders**

A Russian businessman has failed to set aside an order providing for his committal nearly six years after it was granted. He had failed to adduce proper evidence to show that he had acted promptly upon learning of the order and that he had a good reason for not attending the original hearing, and in any event there was no real prospect of him overturning the finding that he was in contempt of court.

Russian Commercial Bank (Cyprus) Limited v Khoroshilov

## **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
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