

COMMERCIAL DISPUTES WEEKLY – ISSUE 79

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BITE SIZE KNOW HOW FROM THE ENGLISH COURTS

"Whilst the court should feel no diffidence in granting an anti-suit injunction to restrain a breach of a London arbitration clause, it has nonetheless been emphasised that that is provided it is sought promptly and before foreign proceedings are too far advanced."

(UAU v HVB)

Anti-suit injunctions

In the face of increasing numbers of applications for anti-suit injunctions, the English courts continue to demonstrate that they will uphold parties' contractual agreements as to choice of forum, as demonstrated by this case concerning an application to restrain proceedings brought in Equatorial Guinea in breach of an arbitration agreement. The claimant was not to be criticised for seeking to appeal a decision on jurisdiction in Equatorial Guinea rather than immediately seeking injunctive relief from the English courts.

UAU v HVB

Costs

The Senior Courts Costs Office has emphasised the importance of complying with procedural rules throughout litigation, confirming that a default costs certificate should be set aside where the notice of commencement of detailed assessment proceedings had not been validly served.

Gregor Fiskens Limited v Carl

Maritime

In an interesting decision concerning *in personam* and *in rem* collision claims, the Admiralty Court has held that default judgment can be granted in an *in personam* collision claim, and while it was probably right that earlier *in rem* proceedings could not be enforced against the ship's owner, that did not mean they were entitled to re-litigate all the issues from the *in rem* proceedings in the subsequent *in personam* action.

Tecoil Shipping Ltd v Neptune EHF & Ors

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Refund guarantee

Holding that the language of a refund bond was clear and unambiguous and that a valid demand for payment had been made, the Commercial Court has granted summary judgment against the Government of the Republic of Sudan in a claim for repayment of an upfront fee relating to a concession agreement for the operation of the terminal at Port Sudan. However, judgment was refused in respect of other funding costs where it was not clear that a valid demand had been made, and it was not clear whether there was a realistic defence that the amounts claimed amounted to a penalty.

ICTSI Middle East DMCC v The Government of the Republic of Sudan

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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