

## COMMERCIAL DISPUTES WEEKLY – ISSUE 86

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### BITE SIZE KNOW HOW FROM THE ENGLISH COURTS

"The rule permits 6 months to serve out of the jurisdiction, not the better part of 6 months before taking any steps to discover what needs to be done to serve out of the jurisdiction."

**Qatar Investment and Projects Holding Co & Anr v Phoenix Ancient Art SA**

#### Contract

Construing the terms of an equity commitment letter, the Commercial Court has confirmed that investors remained obliged to provide funding to enable their subsidiary to complete a transaction for the purchase of a hotel in Gran Canaria, notwithstanding arguments that the subsidiary was no longer obliged to complete the transaction as a result of the effects of the Covid-19 pandemic.

**Lopesan Touristik SA v Apollo European Principal Finance Fund III (Dollar A) LP & Ors**

#### Service

In a helpful reminder of the importance of effecting service promptly, particularly where it may be necessary to serve out of the jurisdiction, the High Court has upheld a decision to set aside an extension of time for service out, despite the closure of the Foreign Process Section due to the Covid-19 pandemic.

**Qatar Investment and Projects Holding Co & Anr v Phoenix Ancient Art SA**

#### Third party debt orders

Where aircraft leasing companies had obtained judgment against an Egyptian airline, the Commercial Court has refused to make a final third party debt order in respect of monies held by the IATA Currency Clearing Service (ICCS), holding that the relevant debt was situated outside the jurisdiction in light of a jurisdiction clause in the ICCS agreement and there was a real risk of IATA having to pay the debt twice over.

**Ross Leasing Limited & Ors v Nile Air & Anr**

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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