

## COMMERCIAL DISPUTES WEEKLY – ISSUE 88

28 SEPTEMBER 2021 • ARTICLE



### BITE SIZE KNOW HOW FROM THE ENGLISH COURTS

**"The weight to be given to an admission, if any, will always be fact-specific and there is always a limit to that weight."**

**Su v Lakatamia Shipping Co Ltd & Ors**

#### Contempt

In two recent cases concerning contempt proceedings, the English courts have made clear that such proceedings should only be pursued for legitimate ends, and should not generally be brought for purely technical breaches. However, in the face of multiple flagrant breaches of court orders, the Court of Appeal has accepted that it may not always be appropriate to give credit for late admissions when assessing the appropriate sentence to impose.

*Pharmagona Limited v Taheri & Anr and Su v Lakatamia Shipping Co Ltd & Ors*

#### Court orders

The Court of Appeal has emphasised the importance of clarity when drafting court orders, noting that where an unless order imposes a time limit for doing an act, the

last date for compliance should, wherever practicable, be expressed as a calendar date including both the date and time for compliance, or should alternatively define the period for compliance by reference to the date of service of the order.

*Poule Securities Limited v Howe & Ors*

#### Privilege

Providing a reminder of the dangers of showing confidential documents to the wrong person, the High Court has held that privilege in a draft witness statement was waived as it had been shown to the opponent's barrister prior to an earlier hearing.

*Axnoller Events Limited v Brake & Anr*

#### Settlement

In a helpful case concerning the enforcement of settlement terms, the High Court has indicated that in most cases the terms embodied in a Tomlin Order which provides for a qualified stay and liberty to apply may be enforced in the original action, even if the terms of settlement go beyond the ambit of the original dispute.

*Trebisol Sud Ouest SAS & Anr v Berkley Finance Limited & Ors*

# WATSON FARLEY & WILLIAMS

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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