

COMMERCIAL DISPUTES WEEKLY – ISSUE 102

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BITE SIZE KNOW HOW FROM THE ENGLISH COURTS

"Whilst the Advisory Note is admissible as relevant evidence in construing the guarantee, that does not mean that it in fact affects the meaning of the guarantee."

Vneshprombank LLC v Bedzhamov

Interpretation of bank guarantee

The Chancery Court held that a bank guarantee was unaffected by a covering Advisory Note that purported to exclude the bank's liability if payment was delayed as a result of sanctions breaches. The guarantee was a standalone document that made no reference to the Note. Further, it was expressly subject to the ICC Uniform Rules for Demand Guarantees, which set out the 'four corners rule,' namely that the guarantor is liable to the beneficiary only in accordance with the terms and conditions of the guarantee and the ICC Rules up to the guarantee amount.

[Vneshprombank LLC v Bedzhamov \[2022\] EWHC 101 \(Ch\), 19 January 2022](#)

Abuse of process

The claimant businessman brought claims against the defendants for conspiracy, fraud, negligence and breach of trust, arising out of a business arrangement

whereby the defendants assisted the claimant to invest in the London property market. The Court struck the claim out as an abuse of process because the claimant had done little more than the minimum necessary to keep the claim alive and had no real intention of pursuing the claim properly.

[Alfozan v Alrasheed and another \[2022\] EWHC 66 \(Comm\), 14 January 2022](#)

Publicity order

Following a 2021 judgment that Prysmian had misused Salt's confidential information (high quality design for a new cable laying vessel), Salt successfully established that it would be appropriate and proportionate for the Court to make a publicity order pursuant to the Trade Secrets (Enforcement, etc) Regulations 2018. The notice was to be published on various pages of Prysmian's website on which they publicised the new vessel and its innovative design without giving any credit for Salt's design work.

[Salt Ship Design AS v Prysmian Powerlink SRL \[2021\] EWHC 3583 \(Comm\), 24 December 2021 \(judgment only recently available\)](#)

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Insurance

In claims against an insurance policy arising out of a surgeon's misconduct, the Court of Appeal has set out guidance as to the correct approach when interpreting aggregation clauses. The surgeon's incompetent conduct had varied but the Court held that there was a single, unifying cause, namely the surgeon's misconduct. The claims all fell within the well-known and broad wording of claims "*consequent on or attributable to one source or original cause*" for insurance purposes.

[Spire Healthcare Ltd v Royal and Sun Alliance Insurance Ltd \[2022\] EWCA Civ 17](#), 11 January 2022

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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