

## COMMERCIAL DISPUTES WEEKLY – ISSUE 2

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### BITE SIZE KNOW HOW FROM THE ENGLISH COURTS

#### Construction

For the first time, the English Technology and Construction Court has considered the exception to the general rule that insolvent parties cannot use adjudication, finding that an adjudication decision in favour of an insolvent party may be enforced where it determines final net position between the parties and satisfactory security is provided.

[Meadowside Building Developments Ltd \(in liquidation\) v 12-18 Hill Street Management Company Ltd](#)

#### Jurisdiction

Rejecting a “sole object” test, the majority of the Court of Appeal holds that under EU law English court has jurisdiction to hear sustainable claim against English “anchor” defendant, even if only brought to enable claimant to sue foreign defendants in the same proceedings.

[JSC Commercial Bank Privatbank v Kolomoisky & Ors](#)

#### Litigation

English High Court finds that while claimant’s covert recordings of expert examinations were “reprehensible”, they were not unlawful and could be admitted as evidence as being both relevant to allegations concerning the conduct of the examinations and probative.

[Mustard v Flower & Ors](#)

#### FOR MORE INFORMATION

Should you wish to discuss any of these cases in further detail, please speak with a member of our team on the right, or your regular contact at Watson Farley & Williams.

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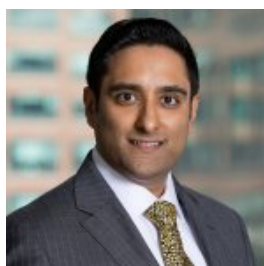
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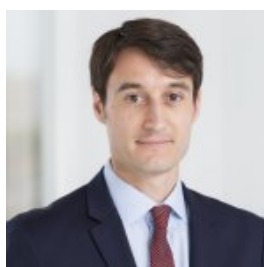
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