

COMMERCIAL DISPUTES WEEKLY – ISSUE 3

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BITE SIZE KNOW HOW FROM THE ENGLISH COURTS

Alternative dispute resolution

In the context of an expert determination the Court of Appeal has found that an expert was not sole arbiter of his jurisdiction. Subject to the wording of the contract, the courts will retain power to determine the expert's jurisdiction, potentially leading to more challenges to expert's decisions.

[Great Dunmow Estates Limited v Crest Nicholson Operations Limited & Ors](#)

Arbitration

Answering a question on which there had apparently been no previous authority, the English High Court holds that when deciding whether to refuse enforcement of an arbitration award, there is no meaningful distinction between the suspension of an award and the suspension of enforcement of the award.

[Leidos Inc v The Hellenic Republic](#)

Litigation

English Court of Appeal confirms that a payment on account of costs can be ordered where a Part 36 offer has been accepted, enabling the receiving party to recover part of their expenditure before embarking on detailed assessment proceedings.

[Global Assets Advisory Services Ltd & Anr v Grandlane Developments Limited & Ors](#)

Property

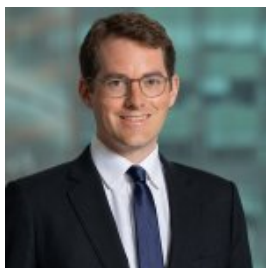
In an important case on the equitable remedy of relief from forfeiture, the Supreme Court holds that possessory rights, falling short of a proprietary interest in land, will be sufficient. However, extending the equitable jurisdiction to all forms of rights to use property would undermine the certainty of the law.

[The Manchester Ship Canal Company Ltd v Vauxhall Motors Ltd \(formerly General Motors UK Ltd\)](#)

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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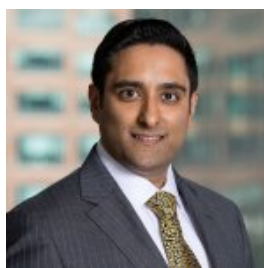
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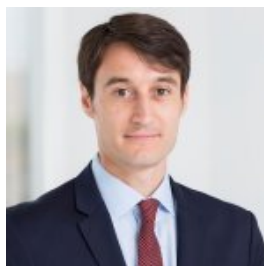
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