

**DAWKINS v CARNIVAL PLC (T/A P&O CRUISES)**

Carriage of passengers by sea — Passenger on defendant's cruise ship slipping on floor of ship's restaurant and sustaining personal injury — Whether incident due to "fault or neglect" of carrier's servants — Burden of proof — Athens Convention 1974, article 3(1) and 3(3).

[2012] 1 Lloyd's Rep. 1

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 **MOBILE TELESYSTEMS FINANCE SA v NOMIHOLD SECURITIES INC**

Arbitration — Application for permission to enforce award — Application granted — Freezing order granted — Application to set aside permission to enforce award — Whether freezing order should contain an exception allowing ordinary use of assets — Arbitration Act 1996, section 66 — CPR Part 62.18.

[2012] 1 Lloyd's Rep. 6

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 **NATIONAL SHIPPING COMPANY OF SAUDI ARABIA v BP OIL SUPPLY CO (THE "ABQAIQ")**

Charterparty (Voyage) — Demurrage — Whether claim compromised — Whether claim time-barred.

[2012] 1 Lloyd's Rep. 18

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 **RAINY SKY SA AND OTHERS v KOOKMIN BANK**

Contract — Guarantee — Shipbuilding contracts — Bank issuing Advance Payment Bonds guaranteeing repayment to buyers of pre-delivery instalments of purchase price in certain events — Whether bond covered contractual repayments due from shipbuilder to buyers on insolvency of shipbuilder.

[2012] 1 Lloyd's Rep. 34

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 **SANGHVI v CATHAY PACIFIC AIRWAYS**

Aviation — Claimant missing flight connection in Hong Kong — Compensation for delay — Meaning of "flight" — European Parliament and Council Regulation 261/2004/EC.

[2012] 1 Lloyd's Rep. 46

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 **SOEXIMEX SAS v AGROCORP INTERNATIONAL PTE LTD**

Arbitration — Serious irregularity — Failure by arbitrators to consider all issues raised before them — Whether award should be remitted — Arbitration Act 1996, section 68(2)(d).

[2012] 1 Lloyd's Rep. 52

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 **BNP PARIBAS SA v OPEN JOINT STOCK COMPANY RUSSIAN MACHINES AND ANOTHER**

Arbitration — Anti-suit injunction — Whether court had jurisdiction to give permission for service outside the jurisdiction — Whether serious issue to be tried — Discretion — CPR 62.1(b) and (c) — CPR Practice Direction 6B, paras 3.1(3) and (6).

[2012] 1 Lloyd's Rep. 61

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 **PARBULK II A/S v HERITAGE MARITIME LTD SA (THE "MAHAKAM")**

Charterparty (Bareboat) — Termination — Owners terminating bareboat charter for charterers' failure to pay instalments of hire — Whether owners waived right to terminate by making subsequent demands for payment of hire — Whether charterers in repudiatory breach — Whether charter validly

terminated — BARECON 2001.

[2012] 1 Lloyd's Rep. 87

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■ **SSL INTERNATIONAL PLC AND ANOTHER v TTK-LIG LTD AND OTHERS**

Practice — Service of originating proceedings — Claimants personally serving director of foreign company within jurisdiction — Whether good service on company — Whether company carrying on business within jurisdiction — Whether injunction should be granted against company — Whether permission should be given for service out of jurisdiction — CPR Part 6.5(3)(b).

[2012] 1 Lloyd's Rep. 107

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■ **A LLOYD'S SYNDICATE v X**

Arbitration — Expert witness — Application for injunction to restrain expert giving evidence — Privileged and confidential information.

[2012] 1 Lloyd's Rep. 123

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■ **ARGO SYSTEMS FZE v LIBERTY INSURANCE (PTE) AND ANOTHER (THE "COPA CASINO")**

Insurance (marine) — TOWCON excluding liability for damage to vessel — Policy containing warranty against holding towers harmless — Whether warranty broken — Whether insurers estopped from relying on breach of warranty.

[2012] 1 Lloyd's Rep. 129

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■ **MIOM 1 LTD AND ANOTHER v SEA ECHO ENE (NO 2)**

Practice — Costs — Collision action — Trial judge holding claimants and defendant equally responsible for collision — Defendant making pre-trial offer to settle case on basis that each ship equally to blame — Whether offer complied with CPR 61.4(12) — Whether defendant should pay claimants' costs prior to offer on basis that there was no timeous counterclaim — Whether claimants entitled to take time-bar point — CPR Part 61.

[2012] 1 Lloyd's Rep. 140

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■ **PACIFIC BASIN IHX LTD v BULKHANDLING HANDYMAX AS (THE "TRITON LARK")**

Charterparty (Time) — Charterers instructing vessel to carry cargo via Suez and Gulf of Aden — Vessel proceeded via Cape of Good Hope because of risk of piracy — Liability for extra cost of proceeding via Cape — Whether passage round Cape constituted a deviation — CONWARTIME 1993.

[2012] 1 Lloyd's Rep. 151

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■ **STARLIGHT SHIPPING CO v ALLIANZ MARINE & AVIATION VERSICHERUNGS AG AND OTHERS (THE "ALEXANDROS T")**

Practice — Compromise — Shipowner bringing proceedings against insurers for indemnity under marine insurance policy — Action settled on terms set out in Tomlin Order — Shipowner subsequently bringing claims against insurers in Greece — Insurers applying for summary enforcement of Tomlin Order and also bringing fresh actions for declaratory and other relief — Whether shipowner's claims in Greek proceedings precluded by terms of settlement — Whether jurisdiction clause in settlement agreement to be construed as exclusive jurisdiction clause — Whether insurers entitled to summary enforcement of Tomlin Order — Whether insurer's actions should be stayed — Whether insurers' former solicitors entitled to be joined as parties to original

action — Regulation (EC) No 44/2001, article 28, CPR 19.2(2)(b).

[2012] 1 Lloyd's Rep. 162

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■ **ALLIANCE BANK JSC v AQUANTA CORPORATION AND OTHERS**

Conflict of laws — Forum non conveniens — Law applicable to tort — Private International Law (Miscellaneous Provisions) Act 1995 — Rome II Regulation — Civil Procedure Rules, Practice Direction 6B, para 3.1(6).

[2012] 1 Lloyd's Rep. 181

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■ **ED & F MAN SUGAR LTD v BELMONT SHIPPING LTD (THE “AMPLIFY”)**

Arbitration — Serious irregularity — Demurrage dispute — Documents-only arbitration — Charterers making concession on commencement of laytime — Arbitrators knowing that charterers could make a more favourable case based on reported decision — Whether arbitrators under a duty to alert charterers to reported decision — Whether failure to do so constituted serious irregularity — Arbitration Act, section 68.

[2012] 1 Lloyd's Rep. 206

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■ **HYUNDAI MERCHANT MARINE CO LTD v TRAFIGURA BEHEER BV (THE “GAZ ENERGY”)**

Charterparty (Time) — Speed and consumption warranty — Whether charterparty contained an all weather warranty or a weather warranty applying only in weather conditions up to a maximum of Force 4 on Beaufort Scale.

[2012] 1 Lloyd's Rep. 211

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■ **M H PROGRESS LINES SA v ORIENT SHIPPING ROTTERDAM BV (THE “GENIUS STAR 1”)**

Charterparty (Time) — NYPE form — Charterparty incorporating NYPE Inter-Club Agreement 1996 — Time bar — Charterparty expressly providing that claims to be made within 12 months of final discharge — NYPE Inter-Club Agreement providing that claims barred unless notified in writing within 24 months of delivery of cargo — Whether 12 months or 24 months limit applied to cargo claim.

[2012] 1 Lloyd's Rep. 222

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■ **SIDERIDRAULIC SYSTEMS SPA AND ANOTHER v BBC CHARTERING & LOGISTIC GMBH & CO KG (THE “BBC GREENLAND”)**

Carriage of goods by sea — Jurisdiction — Loss of cargo carried on deck — Carrier bringing proceedings for declaration of non-liability in American courts on basis that US COGSA applied — Cargo interests seeking anti-suit injunction on basis of London arbitration clause in bill of lading — Whether dispute to be determined by London arbitration or by US courts — Whether Hague-Visby Rules applicable — Whether lost cargo was “deck cargo” — Whether parties agreed on United States jurisdiction — Hague-Visby Rules, article 1(c).

[2012] 1 Lloyd's Rep. 230

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■ **GLOBAL 5000 LTD v WADHAWAN**

Jurisdiction — Action by claimant on guarantee of performance under a contract of sale — Whether serious issue to be tried — Whether claim on guarantee related to breach of contract of sale — Civil Procedure Rules, Practice Direction 6B, para 3.1(6).

[2012] 1 Lloyd's Rep. 239

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- SEALION SHIPPING LTD AND ANOTHER v VALIANT INSURANCE CO (THE “TOISA PISCES”)**  
Insurance (marine) — Loss of hire policy — Non-disclosure and misrepresentation — Inchmaree Clause — Whether assured failing to act with due diligence — Aggregation — Whether one or three occurrences giving rise to loss.  
[2012] 1 Lloyd's Rep. 252
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- SUL AMÉRICA CIA NACIONAL DE SEGUROS SA AND OTHERS v ENESA ENGENHARIA SA AND OTHERS**  
Insurance — Arbitration — Anti-suit injunction — Policy governed by law of Brazil and subject to exclusive Brazilian jurisdiction — Mediation and arbitration clauses — Law applicable to arbitration clause — Whether mediation a condition precedent to arbitration — Scope of arbitration clause — Whether arbitration clause prevailed over jurisdiction clause.  
[2012] 1 Lloyd's Rep. 275
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- FIVE OCEANS SALVAGE LTD v WENZHOU TIMBER GROUP CO (THE “MEDEA K”)**  
Arbitration — Jurisdiction — Serious irregularity — Salvage arbitrator making salvage award against cargo owners — Cargo owners contending they had not authorised representatives to act for them in the arbitration — Whether arbitrator retained jurisdiction to remedy breach of natural justice — Whether innocent failure by arbitrator to give cargo owners opportunity of putting their case constituted serious irregularity — Arbitration Act 1996, sections 32 and 68.  
[2012] 1 Lloyd's Rep. 289
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- PEC LTD v THAI MAPARN TRADING CO LTD**  
Sale of goods (fob) — Delivery — Buyers claiming to have given notices of 21-day extension of delivery period — Whether notices valid to extend delivery period — GAFTA 120, clause 7.  
[2012] 1 Lloyd's Rep. 295
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- THE “DOLPHINA”**  
Carriage by sea — Title to sue — Shipowners delivering cargo without production of original bill of lading — Bill of lading endorsed to plaintiff bank — Proper law of contract of carriage — Whether incorporation into bill of lading of “all conditions” of charterparty operated to incorporate English law clause — Whether shipowners in breach of contract — Whether endorsement valid — Whether plaintiff lawful holder of bill of lading — Carriage of Goods by Sea Act 1992, sections 2 and 5.  
[2012] 1 Lloyd's Rep. 304
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- AIR TRANSWORLD LTD v BOMBARDIER INC**  
Sale of goods — Aircraft — Whether parties had ousted statutory implied terms — Whether exclusion valid — International Supply Contract — Applicable law — Dealing as a consumer — Sale of Goods Act 1979, sections 13 and 14 — Unfair Contract Terms Act 1977, sections 6, 12, 26, 27 and schedule 2.  
[2012] 1 Lloyd's Rep. 349
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- STAR REEFERS POOL INC v JFC GROUP LTD**  
Practice — Anti-suit injunction — Defendant guaranteeing charterers' obligations — Owners bringing claims against defendant in England — Defendant bringing proceedings in Russia — Whether defendant's conduct unconscionable — Whether anti-suit injunction should be continued.

[2012] 1 Lloyd's Rep. 376

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- STOTT v THOMAS COOK TOUR OPERATORS LTD HOOK v BRITISH AIRWAYS PLC**  
International carriage by air — Liability of carriers — Disabled passengers — Injury to feelings — Whether passengers' claims were subject to Montreal Convention — Whether Montreal Convention prevailed over EU legislation — EC Carrier Liability Regulation 2027/97/EC — Montreal Convention 1999, articles 17 and 29 — EC Disability Regulation 1107/2006/EC, articles 10, 12 and 16.  
[2012] 1 Lloyd's Rep. 386
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- WEST TANKERS INC v ALLIANZ SPA AND ANOTHER (THE "FRONT COMOR")**  
Arbitration — Enforcement of English award — Whether declaration is a means of enforcement — Effect of declaration on later EU judgment — Arbitration Act 1996, section 66 — Council Regulation (EC) No 44/2001, articles 33 and 34.  
[2012] 1 Lloyd's Rep. 398
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- EITZEN BULK A/S v TTMI SARL (THE "BONNIE SMITHWICK")**  
Charterparty (Time) — Bunkers on redelivery — Shelltime 4 form — Meaning of words "price actually paid" in clause 15.  
[2012] 1 Lloyd's Rep. 407
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- HMV UK v PROPINVEST FRIAR LIMITED PARTNERSHIP**  
Arbitration — Application for leave to appeal on question of law — Whether arbitrator's decision obviously wrong — Relevant test — Arbitration Act 1996 section 69(3)(c)(i).  
[2012] 1 Lloyd's Rep. 416
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- MACDONALD v POLLOCK AND ANOTHER (THE "MONACO")**  
Sale of ship — Buyer's engineer inspecting vessel prior to conclusion of contract — Defects subsequently becoming apparent on sea voyage — Buyer rejecting vessel — Whether sellers in breach of implied term of satisfactory quality — Whether sale "in course of a business" — Whether sellers entitled to rely on fact that buyer examined vessel before contract was made — Whether buyer's rejection of vessel equivocal — Sale of Goods Act 1979, section 14(2) and 14(2C)(b).  
[2012] 1 Lloyd's Rep. 425
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- NOMIHOLD SECURITIES INC v MOBILE TELESYSTEMS FINANCE SA**  
Practice — Injunction — Anti-arbitration injunction — Claimant obtaining arbitration award in its favour — Defendant bringing subsequent sets of arbitration proceedings — Claimant applying for anti-arbitration injunction on basis that new arbitration proceedings constituted attempts by defendant to re-litigate matters determined in award — Whether defendant entitled to stay of claimant's application — Whether claimant entitled to anti-arbitration injunction — Arbitration Act 1996, section 9 — Senior Courts Act 1981, section 37.  
[2012] 1 Lloyd's Rep. 442
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- PACIFIC BASIN IHX LTD v BULKHANDLING HANDYMAX AS (THE "TRITON LARK")**  
Charterparty (Time) — Charterers instructing vessel to carry cargo via Suez and Gulf of Aden — Vessel proceeded via Cape of Good Hope because of risk of piracy — Liability for extra cost of

proceeding via Cape — Meaning of “being exposed to [acts of piracy]” — CONWARTIME 1993.  
[2012] 1 Lloyd's Rep. 457

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- **ABUJA INTERNATIONAL HOTELS LTD v MERIDIEN SAS**  
Arbitration — Arbitration clause governed by English law — Substantive agreement governed by Nigerian law — Challenge to validity of arbitration clause under Nigerian law — Allegations of serious irregularity — Arbitration Act 1996, sections 67 and 68.  
[2012] 1 Lloyd's Rep. 461
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- **CITY CRUISES PLC v TRANSPORT FOR LONDON**  
Collision action — Passenger catamaran colliding with Westminster Bridge in River Thames — Whether owner of bridge liable in negligence.  
[2012] 1 Lloyd's Rep. 471
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- **NAVIOS INTERNATIONAL INC v SANGAMON TRANSPORTATION GROUP (THE “DIMITRIS L”)**  
Arbitration — Award — Reasons — Differently constituted tribunals coming to inconsistent conclusions on construction of clause relating to liability for US Gross Transportation Tax in a chain of time charters — Whether tribunals should be ordered to make further findings as to factual matrix — Arbitration Act 1996, section 70(4).  
[2012] 1 Lloyd's Rep. 493
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- **PROGRESS BULK CARRIERS LTD v TUBE CITY IMS LLC (THE “CENK KAPTANOGLU”)**  
Charterparty (Voyage) — Duress — Owners repudiating charterparty by chartering named vessel to different party — Charterers entering into settlement agreement with owners under protest to accept substitute vessel with different laycan and to waive all claims for loss and damage — Whether settlement agreement voidable for economic duress — Whether owners' conduct amounted to illegitimate pressure.  
[2012] 1 Lloyd's Rep. 501
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- **POLESTAR MARITIME LTD v YHM SHIPPING CO LTD AND ANOTHER (THE “REWA”)**  
Sale of ship — Norwegian Saleform — Documents to be provided on delivery — Whether sellers obliged to provide International Sewage Pollution Prevention Certificate — Whether vessel free of “detentions” at date of delivery — Meaning of “to make arrangements for” agreed documentation — Whether buyers entitled to cancel MOA.  
[2012] 1 Lloyd's Rep. 510
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- **ENERCON GMBH AND ANOTHER v ENERCON (INDIA) LTD**  
Arbitration — Application for appointment of third arbitrator — Jurisdiction of English court — Effect of foreign proceedings — Whether seat of arbitration in England — Whether freezing injunction should be granted — Arbitration Act 1996, sections 2, 18, 32 and 44 — Senior Courts Act 1981, section 37 — CPR 62.5.  
[2012] 1 Lloyd's Rep. 519
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- **GOLDEN OCEAN GROUP LTD v SALGAOCAR MINING INDUSTRIES PVT LTD AND ANOTHER**  
Charterparty (Time) — Guarantee — Brokers negotiating charter by email — Negotiations

proceeding on basis that charterers would be “fully guaranteed” by first defendant — No single document identifiable as contract of guarantee — No signed charterparty drawn up — Whether final email in sequence “signed” by broker on behalf of first defendant — Whether contract of guarantee enforceable — Statute of Frauds 1677, section 4.

[2012] 1 Lloyd's Rep. 542

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- **TRANSPETROL MARITIME SERVICES LTD v SJB (MARINE ENERGY) BV (THE “ROWAN”)**  
Charterparty (Voyage) — Tanker voyage charter — Vessel chartered to carry fuel oil from Black Sea to US Gulf — Owners warranting vessel “approved” by five specified oil majors — Construction of warranty — Whether owners in breach of warranty following imposition of Class condition and Shell SIRE inspection.

[2012] 1 Lloyd's Rep. 564

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- **CLOTHING MANAGEMENT TECHNOLOGY LTD v BEAZLEY SOLUTIONS LTD**  
Insurance (marine) — Cargo — Clothing retained by unpaid workers and payment demanded — Constructive total loss — Whether notice of abandonment required — Whether assured in breach of claims condition — Effect of exclusions for loss caused by strikes and seizure — Whether assured failed to sue and labour — Material change in risk — Whether policy valued or unvalued — Marine Insurance Act 1906, sections 16, 27, 60, 62 and 78.

[2012] 1 Lloyd's Rep. 571

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- **FERREXPO AG v GILSON INVESTMENTS LTD AND OTHERS**  
Jurisdiction — Defendants domiciled in England — Proceedings brought by defendants in Ukraine and then proceedings brought by claimant in England — English court having jurisdiction over defendants by virtue of domicile — Whether English court permitted to stay proceedings — Effect of *Owusu v Jackson* — Brussels Regulation, Council Regulation (EC) No 44/2001, articles 2, 22, 27 and 28 — Reflexive operation of Regulation to non-EU courts — Stay on case management grounds — CPR 3.1(2)(f).

[2012] 1 Lloyd's Rep. 588

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- **ATLAS NAVIOS-NAVEGAÇÃO LDA v NAVIGATORS INSURANCE CO LTD (THE “B ATLANTIC”)**  
Insurance (marine) — Institute War and Strikes Clauses — Seizure of vessel following discovery of drugs — Whether insurers protected by exclusion for “infringement of any customs or trading regulations”.

[2012] 1 Lloyd's Rep. 629

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- **GREAT EASTERN SHIPPING CO LTD v FAR EAST CHARTERING LTD AND ANOTHER (THE “JAG RAVI”)**  
Contract — Letter of indemnity provided by cargo receivers against delivery of cargo without production of bills of lading — LOI addressed to “The Owners/Disponent Owners/Charterers” — Whether LOI addressed to voyage charterers — Whether shipowners entitled to make derivative claim against receivers — Whether owners delivered the cargo — Whether receivers entitled to rely on defence of public policy — Contracts (Rights of Third Parties) Act 1999.

[2012] 1 Lloyd's Rep. 637

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- **JOINT STOCK ASSET MANAGEMENT COMPANY INGOSSTRAKH-INVESTMENTS v BNP PARIBAS**

**SA**

Arbitration — Anti-suit injunction — Alleged collusion by third party in breach of arbitration clause — Whether court had jurisdiction to give permission for service outside the jurisdiction on third party — Whether serious issue to be tried — Delay — Issue estoppel — Comity — Discretion — CPR Practice Direction 6B, para 3.1(3).

[2012] 1 Lloyd's Rep. 649

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 **LOMBARD NORTH CENTRAL PLC AND ANOTHER v GATX CORPORATION**

Arbitration — Stay of proceedings — Dispute as to scope of arbitration clause — Whether defendant entitled to a stay — Whether arbitration agreement inoperative — Inherent jurisdiction — Arbitration Act 1996, section 9.

[2012] 1 Lloyd's Rep. 662

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 **SUL AMÉRICA CIA NACIONAL DE SEGUROS SA AND OTHERS v ENESA ENGENHARIA SA AND OTHERS**

Insurance — Arbitration — Anti-suit injunction — Policy governed by law of Brazil and subject to exclusive Brazilian jurisdiction — Mediation and arbitration clauses — Law applicable to arbitration clause — Whether mediation a condition precedent to arbitration — Scope of arbitration clause — Whether arbitration clause prevailed over jurisdiction clause.

[2012] 1 Lloyd's Rep. 671

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