

CROCS EUROPE BV v ANDERSON AND ANOTHER, TRADING AS SPECTRUM AGENCIES (A PARTNERSHIP)

Agency – Breach of contract by agent – Whether breach repudiatory – Effect of Commercial Agents (Council Directive) Regulations 1993, Regulations 3 and 5 – Breach of fiduciary duty.

[2013] 1 Lloyds Rep. 1

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WAH AND ANOTHER v GRANT THORNTON INTERNATIONAL LTD AND OTHERS

Arbitration – Jurisdiction – Tiered dispute resolution clause – Whether reference to mediation a condition precedent to the commencement of arbitration – Arbitration Act 1996, section 67.

[2013] 1 Lloyds Rep. 11

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INTERNATIONAL RESEARCH CORPORATION PLC v LUFTHANSA SYSTEMS ASIA PACIFIC PTE LTD AND ANOTHER

Arbitration – Cooperation Agreement containing tiered dispute resolution clause – Supplemental Agreements involving third party – Disputes arising under Supplemental Agreements – Whether agreements to be construed as composite – Whether arbitration clause incorporated into Supplemental Agreements – Whether mediation provisions a condition precedent to arbitration – Whether mediation provisions had been followed.

[2013] 1 Lloyds Rep. 24

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NELSON v DEUTSCHE LUFTHANSA AG R (TUI TRAVEL PLC AND OTHERS) v CIVIL AVIATION AUTHORITY

Carriage by air (passengers) – Delay – European Parliament and Council Regulation (EC) No 261/2004 of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights – Whether compensation payable in respect of delay – Whether compensation provisions incompatible with article 29 of Montreal Convention – Whether principles of legal certainty and proportionality infringed.

[2013] 1 Lloyds Rep. 49

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AIR STUDIOS (LYNDHURST) LTD (TRADING AS AIR ENTERTAINMENT GROUP) v LOMBARD NORTH CENTRAL PLC

Sale of goods – Formation of contract – Offer and acceptance – Measure of damages – Available market – Sale of Goods Act 1979, section 51.

[2013] 1 Lloyds Rep. 63

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PEC LTD v ASIA GOLDEN RICE CO LTD

Arbitration – GAFTA Rules – Jurisdiction of the arbitrators – Date on which time for appeal began to run – Extension of time – Arbitration Act 1996, sections 67, 70(2), 70(3) and 80(5).

[2013] 1 Lloyds Rep. 82

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TERNA BAHRAIN HOLDING COMPANY WLL v AL SHAMSI AND OTHERS

Arbitration – Extension of time for appeal – Serious irregularity – Jurisdiction – Waiver of rights – Arbitration Act 1996, sections 33, 68, 69, 70, 73 and 80.

[2013] 1 Lloyds Rep. 86

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- ☐ SEALION SHIPPING LTD AND ANOTHER v VALIANT INSURANCE COMPANY (THE "TOISA PISCES")

Insurance (marine) – Loss of hire policy – Causation – Aggregation – Whether one or three occurrences giving rise to loss.

[2013] 1 Lloyd's Rep. 108

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- ☐ ANTARIKSA LOGISTICS PTE LTD AND OTHERS v MCTRANS CARGO (S) PTE LTD [2012] SGHC 154

Tort – Conversion – Bailment – Goods detained by defendant at discharge port – Plaintiffs suing defendant in conversion – Whether plaintiffs had title to sue – Whether defendant innocent agent acting in good faith – Whether defendant entitled to exercise possessory lien – Whether plaintiffs' claims tainted with illegality – Whether plaintiffs entitled to order for delivery up.

[2013] 1 Lloyd's Rep. 117

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- ☐ MINERVA NAVIGATION INC v OCEANA SHIPPING AG (THE "ATHENA")

Charterparty (Time) – Off-hire – Whether vessel off-hire during period of drifting – Whether sufficient for charterers to establish net loss of time as regards service immediately required or whether necessary to establish that time was lost to the chartered service – New York Produce Exchange 1946 form, clause 15.

[2013] 1 Lloyd's Rep. 145

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- ☐ WUHAN GUOYU LOGISTICS GROUP CO LTD AND ANOTHER v EMPORIKI BANK OF GREECE SA
- Guarantee – Contract for construction and sale of ship – Buyer's bank providing payment guarantee to seller in respect of second instalment of purchase price – Whether guarantee or demand bond.

[2013] 1 Lloyd's Rep. 161

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- ☐ ALLIANCE BANK JSC v AQUANTA CORPORATION AND OTHERS

Conflict of laws – Service outside the jurisdiction – Subrogation – Implied contract – Law applicable to tort – Civil Procedure Rules, Practice Direction 6B, paras 3.1(3) and 3.1(6).

[2013] 1 Lloyd's Rep. 175

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- ☐ STARLIGHT SHIPPING CO v ALLIANZ MARINE & AVIATION VERSICHERUNGS AG AND OTHERS OVERSEAS MARINE ENTERPRISE INC (THIRD PARTY) (THE "ALEXANDROS T")

Insurance (marine) – Conflict of laws – Settlement contract governed by English law and jurisdiction – Later proceedings in Greece – Whether English proceedings to be stayed – Judgments Convention, Council Regulation (EC) No 44/2001, articles 27 and 28.

[2013] 1 Lloyd's Rep. 217

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- ☐ ARSANOVIA LTD AND OTHERS v CRUZ CITY 1 MAURITIUS HOLDINGS

Arbitration – Jurisdiction – Express choice of Indian law to govern substantive agreement – Express choice of England as the seat – Determination of the law applicable to the arbitration agreement – Express or implied choice – Closest connection – Arbitration Act 1996, sections 30, 67 and 73.

[2013] 1 Lloyd's Rep. 235

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- ☐ ASES HAVACILIK SERVIS VE DESTEK HIZMETLERI AS v DELKOR UK LTD

Arbitration – Jurisdiction – Contract of supply – Conflicting arbitration clauses in separate documents – Law applicable to determining which document was contractual – Effect of slip rule – Reservation of rights on jurisdiction – Estoppel – Arbitration Act 1996, sections 57, 67, 70(2), 72, 73 and 82(1).  
[2013] 1 Lloyd's Rep. 254

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■ **MOONDANCE MARITIME ENTERPRISES SA v CARBOFER MARITIME TRADING APS (THE “MOONDANCE II”)**

Practice – Security for costs – Charterers obtaining favourable arbitration award and award of costs against shipowners – Shipowners challenging award for serious irregularity – Whether charterers entitled to security in respect of costs award – Whether costs payable “under the award” notwithstanding that no assessment had yet taken place – Whether charterers entitled to security for costs in respect of owners' challenge – Whether owners entitled to rely on equitable cross-claim – Arbitration Act 1996, sections 68, 70(6) and 70(7) – CPR 25.13(2)(g).  
[2013] 1 Lloyd's Rep. 269

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■ **WUHAN OCEAN ECONOMIC & TECHNICAL COOPERATION CO LTD AND ANOTHER v SCHIFFFAHRTS-GESELLSCHAFT “HANSA MURCIA” MBH & CO KG**

Contract – Shipbuilding contract – Sellers procuring refund guarantee in respect of repayment of instalments of purchase price – Guarantee expiring on 30 June 2010 – Parties agreeing to delayed delivery date in October 2011 – Sellers undertaking to extend validity of guarantee – Whether implied term that sellers should procure extension within reasonable time – Whether implied term innominate term – Whether sellers in repudiatory breach in failing to procure extension within reasonable time – Whether buyers validly terminated contract for accepted repudiation.  
[2013] 1 Lloyd's Rep. 273

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■ **MALHOTRA v MALHOTRA AND ANOTHER**

Arbitration – Anti-suit injunction – Proceedings brought in India – Whether the claims in India fell within the arbitration clause – Whether there were good reasons to refuse injunctive relief – Arbitration Act 1996, sections 2 and 44 – Senior Courts Act 1981, section 37.  
[2013] 1 Lloyd's Rep. 285

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■ **ROYAL BANK OF SCOTLAND PLC v FAL OIL CO LTD AND OTHERS**

Practice – Worldwide freezing injunctions and disclosure orders granted in support of foreign substantive proceedings – Whether orders should be continued – Civil Jurisdiction and Judgments Act 1982, section 25.  
[2013] 1 Lloyd's Rep. 327

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■ **CUADRENCH MORÉ v KONINKLIJKE LUCHTVAART MAATSCHAPPIJ NV (KLM)**

Carriage by air (passengers) – Limitation period – Regulation (EC) No 261/2004 conferring rights of compensation to passengers in the event of cancellation of flight – Whether time limits for bringing actions for compensation under Regulation determined by article 35 of Montreal Convention or in accordance with each member state's rules for limitation of actions.  
[2013] 1 Lloyds Rep. 341

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■ **JOINT STOCK COMPANY “AEROFLOT RUSSIAN AIRLINES” v BEREZOVSKY**

Conflict of laws – Arbitration – Joinder of defendants – Whether arbitration clause valid – Whether

arbitration clause unenforceable – Whether other defendants should be joined – Arbitration Act 1996, sections 9(1) and 9(4) – Brussels Regulation (EC) No 44/2001, articles 6 and 23 – CPR 62.8(3) – CPR Practice Direction 6B, para 3.1(3)

[2013] 1 Lloyds Rep. 345

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**KG BOMINFLOT BUNKERGESELLSCHAFT FÜR MINERALÖLE MBH & CO v PETROPLUS MARKETING AG (THE “MERCINI LADY”) (NO 2)**

Sale of goods (fob) – Sale of gasoil – Sediment levels found to exceed specification at discharge port – Whether gasoil unstable – Whether seller in breach of statutorily implied term of satisfactory quality – Quantum of damages – Sale of Goods Act 1979, sections 14(2), 53(2) and 53(3).

[2013] 1 Lloyds Rep. 360

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**PROFINDO PTE LTD v ABANI TRADING PTE LTD (THE MV “ATHENS”)**

Sale of goods (cfr) – Demurrage – Whether laytime suspended when carrying vessel forced to leave berth during discharge – Whether sellers entitled to damages for loss of earnings for buyers' delay in paying demurrage – Whether sellers liable for short delivery.

[2013] 1 Lloyds Rep. 370

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**YILPORT KONTEYNER TERMINALI VE LIMAN ISLETMELERI AS v BUXCLIFF KG AND OTHERS (THE “CMA CGM VERLAINE”)**

Contract – Port operator agreeing with shipowners to discharge damaged containers – No specific agreement as to level of charges to be imposed – Whether port operator's charges fell within scope of P&I Club letter of indemnity – Whether port operator entitled to charge uplifted rates – Whether charges challengeable only on basis of *Wednesbury* unreasonableness – Whether detailed vouching of expenditure necessary.

[2013] 1 Lloyds Rep. 378

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**BREFFKA & HEHNKE GMBH & CO KG AND OTHERS v AVIRE SHIPPING CO LTD AND OTHERS (THE “SAGA EXPLORER”)**

Carriage of goods by sea – Bills of lading – Cargo of steel pipes found to be rust-damaged on arrival – Whether bills of lading containing fraudulent representations as to order and condition of cargo on shipment – “Retla” clause – Whether German procedural agent acting for insurers of cargo owner had title to sue – Whether claimant entitled to damages for fraudulent misrepresentation.

[2013] 1 Lloyd's Rep. 401

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**ESPADA SÁNCHEZ AND OTHERS v IBERIA LÍNEAS AÉREAS DE ESPAÑA SA**

International carriage by air – Liability for loss of baggage – Passenger placing items in baggage checked in by another passenger on same flight – Baggage lost during flight – Whether first passenger entitled to compensation for lost items notwithstanding he had not obtained a baggage identification tag – Whether compensation limit of 1,000 SDR applicable to each piece of checked baggage or to each individual passenger – Montreal Convention 1999, articles 3(3), 17(2) and 22(2).

[2013] 1 Lloyd's Rep. 411

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**FHR EUROPEAN VENTURES LLP AND OTHERS v MANKARIOUS AND OTHERS**

Agency – Secret commission earned by agent – Whether principal entitled to proprietary or personal remedy – Constructive trust.

[2013] 1 Lloyd's Rep. 416

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■ **MCDONAGH v RYANAIR LTD**

Aviation law – Air transport – Notion of “extraordinary circumstances” – Obligation to provide assistance to passengers in the event of cancellation of a flight due to “extraordinary circumstances” – Volcanic eruption leading to the closure of air space – Eruption of the Icelandic volcano Eyjafjallajökull – European Parliament and Council Regulation (EC) No 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights – Council Regulation (EEC) No 295/91 (repealed).

[2013] 1 Lloyd's Rep. 440

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■ **REFCOMP SPA v AXA CORPORATE SOLUTIONS ASSURANCE SA AND OTHERS**

Judicial cooperation in civil matters – Jurisdiction clause in a contract concluded between the manufacturer and the initial buyer of goods – Contract forming part of a chain of contracts transferring ownership – Whether that clause may be relied on against the sub-buyer of the goods – Consent of sub-buyer required for jurisdiction clause in contract concluded between manufacturer and buyer of goods – Council Regulation (EC) No 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, article 23.

[2013] 1 Lloyd's Rep. 449

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■ **NYK BULKSHIP (ATLANTIC) NV v CARGILL INTERNATIONAL SA (THE "GLOBAL SANTOSH")**

Charterparty (Time) - Off-hire - Vessel detained by court order at discharge port - Order procured by C&F seller to secure demurrage claim against cargo receivers - Whether sellers and/or receivers "agents" of charterers - Whether vessel off-hire.

[2013] 1 Lloyd's Rep. 455

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■ **VFS FINANCIAL SERVICES LTD v J F PLANT TYRE SERVICES LTD**

Hire-purchase agreement – Nemo dat quod non habet – Truck rented by claimant to third party – Third party owing monies to defendant – Defendant by novation of agreement with third party first renting – Hire Purchase Act 1964, sections 27 and 29 – Sale of Goods Act 1979.

[2013] 1 Lloyd's Rep. 462

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■ **VTB CAPITAL PLC v NUTRITEK INTERNATIONAL CORPORATION AND OTHERS**

Conflict of laws – Service out of the jurisdiction – Forum non conveniens – English subsidiary of Russian bank bringing claims in tort in deceit and conspiracy – Whether England appropriate forum – Applicable law of the tort – Private International Law (Miscellaneous Provisions) Act 1995, sections 11 and 12. – Company law – Piercing corporate veil – Whether controller of company to be regarded as party to company's contract.

[2013] 1 Lloyd's Rep. 466

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■ **DALMARE SPA v UNION MARITIME LTD (THE "UNION POWER")**

Sale of ship – Norwegian Saleform 1993 – Whether term as to satisfactory quality to be implied – Sale of Goods Act 1979, section 14(2).

[2013] 1 Lloyd's Rep. 509

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**YAM SENG PTE LTD v INTERNATIONAL TRADE CORPORATION LTD**

Distribution agreement – Whether products were shipped “promptly” after orders – Requirement to supply by specified dates – Effect of stated intention to appoint another distributor – Implied duty of supplier to act in good faith – Misrepresentation – Measure of damages – Misrepresentation Act 1967, section 2.

[2013] 1 Lloyd's Rep. 526

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**BP OIL INTERNATIONAL LTD v TARGET SHIPPING LTD (THE “TARGET”)**

Charterparty (Voyage) – Freight – Tanker voyage charter – Whether overage freight payable on transatlantic voyage – Whether charterers overpaid freight – BPVOY4 form.

[2013] 1 Lloyd's Rep. 561

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**BUNGE SA v KYLA SHIPPING CO LTD (THE “KYLA”)**

Charterparty (Time) – Frustration – Vessel damaged in course of time-chartered service – Cost of repairs exceeding sound market value of vessel – Owners warranting that vessel would be insured throughout currency of charter – Insured value exceeding cost of repairs – Whether charter frustrated.

[2013] 1 Lloyd's Rep. 565

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**FALKONERA SHIPPING CO v ARCADIA ENERGY PTE LTD (THE “FALKONERA”)**

Charterparty (Voyage) – Ship-to-ship transfer – BPVOY4 form – Whether charterparty precluded transfer from VLCC to VLCC – Whether owners unreasonably withheld consent to transfer to VLCC.

[2013] 1 Lloyd's Rep. 582

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**FORTRESS VALUE RECOVERY FUND I LLC AND OTHERS v BLUE SKYE SPECIAL OPPORTUNITIES FUND LP AND OTHERS**

Arbitration – Effect of arbitration clause upon third party – Contract between A and B conferring immunity from suit on C in proceedings by B – Whether C entitled to stay of judicial proceedings brought by B – Arbitration Act 1996, section 9 – Contracts (Rights of Third Parties) Act 1999, sections 1 and 8.

[2013] 1 Lloyd's Rep. 606

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**BUNGE SA v NIDERA BV**

Sale of goods (fob) – Contract for sale of milling wheat fob Novorossiysk – Russian Government issuing export ban – Whether sellers entitled to cancel contract – Whether cancellation constituted wrongful repudiation of contract – GAFTA Prohibition Clause – Whether sellers entitled to nominal damages only – GAFTA Default Clause – GAFTA 49.

[2013] 1 Lloyd's Rep. 621

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**CADOGAN MARITIME INC v TURNER SHIPPING INC**

Arbitration – Additional award – Whether tribunal had power to make additional award in respect of accrued interest on refund guarantee – Whether claim for accrued interest “presented to” tribunal – Whether claim “dealt with” in original award – Arbitration Act 1996, section 57(3)(b).

[2013] 1 Lloyd's Rep. 630

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MRI TRADING AG v ERDENET MINING CORPORATION LLC

Arbitration – Appeal on point of law – Sale of goods – Whether contract of sale to be read alone or construed in conjunction with earlier settlement agreement – Whether contract of sale binding – Whether award should be remitted to the arbitrators – Arbitration Act 1996, section 69.

[2013] 1 Lloyd's Rep. 638

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 NOVASEN SA v ALIMENTA SA

Sale of goods (cif) – Contract for sale of groundnut oil of Senegal origin – Senegal Government issuing export ban – Sellers notifying buyers of export ban and also purporting to terminate contract – FOSFA Prohibition Clause – Whether buyers entitled to nominal damages only – FOSFA Default Clause – FOSFA 201.

[2013] 1 Lloyd's Rep. 648

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 OLYMPIC AIRLINES SA v ACG ACQUISITION XX LLC

Aviation – Aircraft lease – Certificate of Acceptance of aircraft – Whether signed certificate conclusive proof of the condition of aircraft – Whether certificate giving rise to an estoppel in respect of the condition of the aircraft – Contractual estoppel – Equitable estoppels.

[2013] 1 Lloyd's Rep. 658

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 WESTWOOD SHIPPING LINES INC AND ANOTHER v UNIVERSAL SCHIFFFAHRTSGESELLSCHAFT MBH (FORMERLY GMB SCHIFFFAHRTS GMBH) AND ANOTHER

Practice – Disclosure – Documentation produced in confidential arbitration – Whether claimants entitled to rely on documentation in support of proposed Commercial Court claim for unlawful conspiracy – Whether confidentiality waived – Whether disclosure necessary in interests of justice.

[2013] 1 Lloyd's Rep. 670

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