

ANZEN LTD AND OTHERS v HERMES ONE LTD (BRITISH VIRGIN ISLANDS)

Arbitration – Stay of proceedings – Agreement providing that a party “may” submit a dispute to arbitration – Whether arbitration mandatory – Whether stay could be granted without arbitration proceedings having been commenced – Arbitration Ordinance 1976 (BVI).

[2016] 1 Lloyd's Rep. 349

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▣ ECOBANK TRANSNATIONAL INC v TANOH

Arbitration – Anti-enforcement injunction – Judgments given against applicant in overseas courts – Applicant asserting validity of arbitration clause – Whether court could grant relief to prevent enforcement of foreign judgments – Senior Courts Act 1981, section 37 – Civil Jurisdiction and Judgments Act 1982, sections 32 and 33.

[2016] 1 Lloyd's Rep. 360

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▣ FULTON SHIPPING INC OF PANAMA v GLOBALIA BUSINESS TRAVEL SAU (FORMERLY TRAVELPLAN SAU) OF SPAIN (THE “NEW FLAMENCO”)

Charterparty (Time) – Repudiation – Damages – Time-charterers redelivering vessel early – Owners selling vessel upon repudiation for a greater sum than the value of the vessel at contractual date for redelivery – Whether owners bound to give credit for difference in capital values.

[2016] 1 Lloyd's Rep. 383

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▣ LD COMMODITIES RICE MERCHANDISING LLC AND ANOTHER v THE OWNERS AND/OR DEMISE CHARTERERS OF THE VESSEL “STYLIANI Z”

Admiralty practice – Cargo claim – Claimants’ solicitor intending to issue in rem claim form but mistakenly using form for in personam claim – Claimants failing to serve claim form within four-month period – Claimants amending claim form to read as if it were an in rem claim – Whether claim time-barred – Whether claimants entitled to order remedying “error of procedure” – CPR 3.10.

[2016] 1 Lloyd's Rep. 395

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