

ALINE TRAMP SA v JORDAN INTERNATIONAL INSURANCE CO

Practice – Anti-suit injunction – Cargo interests bringing foreign proceedings against shipowners and P&I Club – Bills of lading containing London arbitration clause – Foreign court likely to assert jurisdiction under Hamburg Rules – Whether good reason not to grant anti-suit injunction – Whether P&I Club entitled to injunction on basis of English jurisdiction clause in Club's letter of undertaking – Whether foreign proceedings vexatious and oppressive.

[2017] 1 Lloyd's Rep. 467

---

ASTOR MANAGEMENT AG AND ANOTHER v ATALAYA MINING PLC AND OTHERS

Contract – Sale of interest in mining operation – Deferred Consideration payable when senior debt finance secured – Principle of futility – Whether condition complied with – Obligation to use all reasonable endeavours – Whether obligation void for uncertainty – Implied term of good faith.

[2017] 1 Lloyd's Rep. 476

---

CELTIC BIOENERGY LTD v KNOWLES LTD

Arbitration – Serious irregularity – Whether respondent guilty of fraud in obtaining award – Extension of time - Arbitration Act 1996, section 68(2)(g).

[2017] 1 Lloyd's Rep. 495

---

IPCO (NIGERIA) LTD v NIGERIAN NATIONAL PETROLEUM CORPORATION

Arbitration – Enforcement of award – Award subject to challenge in curial courts – Public policy – Security for the sum outstanding – Arbitration Act 1996, sections 103(3) and 103(5) – CPR 3.1(3) – New York Convention 1958, article III.

[2017] 1 Lloyd's Rep. 508

---