

HARDY EXPLORATION & PRODUCTION (INDIA) INC v GOVERNMENT OF INDIA INDIA
INFRASTRUCTURE FINANCE CO (UK) LTD (THIRD PARTY)

Arbitration – Enforcement of award – Third Party Debt Order – Whether debt situated in England –
Whether debt due or accruing due – Discretion of court – CPR Part 72.

[2018] 2 Lloyd's Rep. 331

JIANGSU SHAGANG GROUP CO LTD v LOKI OWNING CO LTD (THE “POUNDA”)

Arbitration – Jurisdiction – Guarantee – Agency – Charterparty containing guarantee by
charterers' parent company but not signed by guarantor – Owners bringing arbitration proceedings
against guarantor – Guarantor challenging jurisdiction on basis that it had not authorised
charterers to give guarantee – Whether charterers had express authority to give guarantee –
Whether tribunal had substantive jurisdiction over guarantor.

[2018] 2 Lloyd's Rep. 359

NAVIG8 CHEMICALS POOL INC v GLENCORE AGRICULTURE BV (THE “SONGA WINDS”)

Carriage of goods by sea – Letter of indemnity – Cargo delivered without production of bill of
lading against LOI – Disponent owners bringing claim against sub-charterers under LOI – Clause
38 of voyage charter providing that period of validity of any letter of indemnity to be three months
from date of issue – Whether clause 38 incorporated into LOI – Whether claim time-barred.

[2018] 2 Lloyd's Rep. 374

SEATRADE GROUP NV v HAKAN AGRO DMCC (THE “ACONCAGUA BAY”)

Charterparty (Voyage) – “Always accessible” warranty – Whether included departure as well as
arrival – Whether owners entitled to damages for detention following delayed departure of vessel.

[2018] 2 Lloyd's Rep. 381
