

Michael Collett KC

SILK: 2013 | CALL: 1995

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Languages: French (conversational)



Overview

Michael specialises in commercial law.

His areas of practice include general commercial disputes, international trade, shipping (including charterparty, contract of affreightment, bill of lading, shipbuilding, and ship sale and purchase disputes), commodities, conflicts of laws, insurance (including marine insurance and protection and indemnity cover), reinsurance, banking, and shareholder disputes.

Michael appears both in court and before a variety of arbitration tribunals. He is registered to appear before the Singapore International Commercial Court (SICC).

He accepts appointments as an arbitrator. Michael has been involved in a number of references under various regimes, including the LCIA and LMAA terms, UNCITRAL rules, and ad hoc. He is a member of the panel of arbitrators of ARIAS (UK), MOOGAS, SCMA and SIAC.

Education

- City University: Diploma in Law, Distinction (1994)
- University of Oxford, St John's College: BA in Literae Humaniores, First Class (1993)

Publications

- 'Illusory security of banks in trade finance' in *Butterworths Journal of International Banking and Financial Law* (to be published August/September, 2023).
- 'Guidelines for the Maritime Expert Witness' in *The Nautical Institute, 2022*, 2nd edition (contributor).
- 'Interim and Emergency Relief - In Support of Maritime Arbitration Under English Law' TDM 1 (2021) (co-authored with Clare Ambrose and Karen Maxwell).
- 'LCIA Arbitration Rules' in *Practitioner's Handbook on International Commercial Arbitration* (3rd edition, Oxford University Press 2019) (co-author).
- *London Maritime Arbitration* (4th edition, Informa Law 2018) (co-author).
- 'Maritime Arbitration' in *Arbitration in England* (Kluwer 2013).

Professional memberships

- ARIAS panel member
- Asian Institute of Alternative Dispute Resolution: Fellow

- Baltic Exchange
- British Insurance Law Association
- CIArb: Member
- Commercial Bar Association
- LCIA European Users' Council
- LMAA: Supporting Member
- London Common Law and Commercial Bar Association: Chair (2018-19)
- MOOGAS panel member
- SIAC panel member
- SCMA panel member
- SCMA procedure committee member 2018-2024
- SICC registered foreign lawyer

Lectures / talks

- 'To what extent are Charterers under a T/C required to provide bunkers in reliance on/accordance with the engine specification in the C/P?': White Paper (May 2019).
- 'Does "The Aqasia Judgment" conclude whether liability in bulk cargo cases is limited under the Hague Rules?': White Paper Conference (February 2017).
- 'With Volcafe invoked in virtually every cargo claim, what counts and what will sway the Court when trying to stop the burden of proof from shifting to the carrier?' White Paper On-Demand Conference (June 2020)

Example cases

- *Sharp Corp Ltd v Viterro BV* [2024] UKSC 14, [2024] 1 Lloyd's Rep. 568; [2023] EWCA Civ 7, [2024] 1 Lloyd's Rep. 553; [2022] EWHC 354 (Comm), [2022] 2 Lloyd's Rep. 43: acted for the Sellers on an appeal from GAFTA arbitration under s.69 of the Arbitration Act 1996. The Supreme Court upheld the Seller's appeal on the jurisdiction of the Court on appeals from arbitration awards on points of law and gave authoritative guidance on the operation of s.69. The Supreme Court upheld the Buyer's appeal on how damages should be awarded under the GAFTA default clause.
- *JOL v JPM* [2023] EWHC 2486 (Comm), [2023] 2 Lloyd's Rep. 556: acted for successful respondents to an application for interim relief from the Court under s.44 of the Arbitration Act 1996. The applicants sought an injunction requiring the respondents to redeliver two vessels under bareboat charter. The Court refused relief on the grounds that there was no urgency and the consequence of granting relief would be to determine finally the issues which the parties had agreed were matters for the arbitral tribunal.
- *Scipion Active Trading Fund v Vallis Group Ltd* [2020] EWHC 1451 (Comm) acted for the claimant lenders on their claim to recover damages under a collateral management agreement in respect of the loss of a large quantity of copper scrap in Morocco which was security for the claimants' loan to a third party. The court held that the claimants could recover substantial damages of more than US\$10 million from the collateral managers by virtue of the claimants' possessory rights as bailors, notwithstanding the invalidity of their security over the copper scrap under local law.
- *Pan Ocean Co Ltd v China-Base Group Ltd* [2019] EWHC 982 (Comm), [2019] 2 Lloyd's Rep. 335: acted for the defendants who successfully challenged the English Court's jurisdiction to grant an anti-suit injunction on the grounds that an implied *Brandt v. Liverpool* contract on the terms of a bill of lading would not satisfy the writing requirements in article 25 of Regulation 1215/2015 (the Recast Brussels Regulation). The Court would also have refused an injunction on the grounds of delay.

- *Sea Master Shipping Inc v Arab Bank (Switzerland) Ltd* [2018] EWHC 1902 (Comm); [2018] Bus LR 1798; [2019] 1 Lloyd's Rep 101: acted for the claimants on an application under s 67 Arbitration Act 1996, which established that a holder of a bill of lading is bound by an arbitration agreement in the bill even if it has not incurred liabilities under the contract of carriage and has transferred the bill of lading to a different holder.
- *Golden Endurance Shipping SA v RMA Watanya SA* (The Golden Endurance) [2016] EWHC 2110 (Comm); [2017] 1 All ER (Comm) 438: acted for the claimant shipowners in dispute about whether a Moroccan judgment should be recognised by the English court and the meaning of "suit" in article III rule 6 of the Hague Rules.
- *Louis Dreyfus Commodities Suisse SA v MT Maritime Management BV* [2015] EWHC 2505 (Comm); [2016] 1 Lloyd's Rep 197: an appeal on a point of law from an arbitration award, which considered the recoverability of losses relating to follow-on fixtures on the repudiation of a voyage charter.
- *Aston FFI (Suisse) SA v Louis Dreyfus Commodities Suisse SA* [2015] EWHC 80 (Comm); [2015] 1 Lloyd's Rep 413: an appeal on a point of law from a GAFTA arbitration award, which considered whether the "inspection final" clause in a contract for the sale of Russian milling wheat contained an exclusive code for the determination of the quality and condition of the goods.
- *Golden Endurance Shipping SA v RMA Watanya SA* (The Golden Endurance) [2014] EWHC 3917 (Comm); [2015] 1 Lloyd's Rep 266: acted for the claimant shipowner in an application for an anti-suit injunction that raised questions about the incorporation of arbitration agreements into bills of lading, the effect of a bill of lading combining Congen 1978 and 1994 forms, and whether permission to serve claims for an anti-suit injunction, negative declaration and damages out of the jurisdiction should be granted.
- *Navig8 Pte Ltd v Al-Riyadh Co for Vegetable Oil Industry* [2013] EWHC 328 (Comm); [2013] 2 Lloyd's Rep 104: acted for the claimant shipowner in an application for an anti-suit injunction that raised questions about the identity of the contractual carrier, whether permission to serve out of the jurisdiction should be granted, and whether anti-suit relief might be granted ancillary to declarations.
- *PEC Ltd v Asia Golden Rice Ltd* [2012] EWHC 846 (Comm); [2013] 1 Lloyd's Rep 82: in this case, the court decided that a challenge to a ruling of a first tier GAFTA tribunal that it has jurisdiction must be made by way of s 67 Arbitration Act 1996, rather than an appeal to a GAFTA Board of Appeal, and that the time for appealing ran from the date of the first tier award.
- *Lombard North Central Plc v GATX Corp* [2012] EWHC 1067 (Comm), [2012] 1 Lloyd's Rep 662: acted for the applicant seeking stay of Commercial Court proceedings in favour of LCIA arbitration. The court considered s 9 Arbitration Act 1996 and the court's inherent jurisdiction to grant a stay.
- *Zodiac Maritime Agencies Ltd v Fortescue Metals Group Ltd* (The Kildare) [2010] EWHC 903 (Comm); [2011] 2 Lloyd's Rep 360: this case considered the measure of damages upon the repudiation of a long-term consecutive voyage charter, including the meaning of an "available market" and whether damages should be assessed by reference to that market when there was no available market at the date of termination, but there was one at a later date.
- *SOS Corporacion Alimentaria SA (formerly SOS Cuetara SA) v Inerco Trade SA* [2010] EWHC 162 (Comm); [2010] 2 Lloyd's Rep. 345: acted for the respondent, which successfully resisted an application for an extension of time for commencement of FOSFA arbitration under s 12 Arbitration Act 1996. The case decided that the pre-1996 Act case law should be disregarded.

Commodities and sale of goods

- *Sharp Corp Ltd v Viterra BV* [2024] UKSC 14, [2024] 1 Lloyd's Rep. 568; [2023] EWCA Civ 7, [2024] 1 Lloyd's Rep. 553; [2022] EWHC 354 (Comm), [2022] 2 Lloyd's Rep. 43: acted for the Sellers on an appeal from GAFTA arbitration under s.69 of the Arbitration Act 1996. The Supreme Court upheld the Seller's appeal on the jurisdiction of the Court on appeals from arbitration awards on points of law and gave authoritative guidance on the operation of s.69. The Supreme Court upheld the Buyer's appeal on how damages should be awarded under the GAFTA default clause.
- *Crédit Agricole Corporate and Investment Bank v PPT Energy Trading Co Ltd* [2022] SGHC(I) 1; [2023] SGCA(I) 7, [2024] 1 Lloyd's Rep. 8: acted as a Registered Foreign Lawyer in the Singapore International Commercial Court and the Singapore Court of Appeal (International). The dispute arose out of fraudulent oil trading by Zenrock and concerned the questions whether sellers were entitled to payment under a letter of credit and whether the issuing bank was entitled to damages for breach of warranty in a sale contract letter of indemnity.
- *Saipol SA v Inerco* [2015] 1 Lloyd's Rep. 26 - Sale of goods - FOB sale of Ukrainian crude sunflower oil in bulk on FOSFA terms - contamination - damages - whether sections 53 and 54 of the Sale of Goods Act 1979 limited recoverable damages to the difference between the value of the goods at delivery and the value they would have had if they had fulfilled the contract.
- *Aston FFI (Suisse) SA v Louis Dreyfus Commodities Suisse SA* [2015] EWHC 80 (Comm) [2015] 1 Lloyd's Rep. 413 - Sale of goods - FOB sale of Russian milling wheat - Contract incorporating GASC Terms, GAFTA 49 and GAFTA 124 - whether the "inspection final" clause in the contract contained an exclusive code for the determination of the quality and condition of the goods.

- *PEC Limited v Asia Golden Rice Co Ltd* [2013] 1 Lloyd's Rep. 82 – Disputed contract for sale of Thai rice – GAFTA 125 Arbitration Rules – Section 70(2) of the Arbitration Act 1996 – Whether time for challenging the ruling of a GAFTA first tier tribunal that it has jurisdiction runs from the date of the first tier award or the date of completion of any non-jurisdictional appeal to the GAFTA Board of Appeal – meaning of “available arbitral process of appeal or review” considered.
- *Wilmar Oleo Pte Ltd v Vinmar Chemicals and Polymers BV* [2011] EWHC 2067 (Comm) – Sale of goods – FOB sale of biofuel (fatty acid methyl ester) – whether contract incorporated a certificate final provision – whether the water content of the product was within the contractual specification – repeatability and reproducibility of standard test methods.
- *Pacific Inter Link SDN BHD v Efko Food Ingredients Ltd* [2011] EWHC 923 (Comm) – Arbitration – Sale of goods – CFR sale of palm oil (rbd olein) – whether binding contract concluded – whether FOSFA arbitration clause agreed – whether there was an ad hoc submission to FOSFA arbitration.
- *SOS Corporacion Alimentaria SA (formerly SOS Cuetara SA) v Inerco Trade SA* [2010] EWHC 162 (Comm); [2010] 2 Lloyd's Rep. 345; [2010] 1 C.L.C. 85 – Arbitration – sale of goods – CIF sales of Ukrainian sunflower seed oil – contracts incorporating FOSFA 54 including its arbitration clause – claims became time-barred under the FOSFA Rules – FOSFA Board of Appeal refused to extend time in the exercise of its absolute discretion – applications for permission to appeal under section 69 of the Arbitration Act 1996 and for an extension of time under section 12 of the Arbitration Act 1996 – circumstances in which an appeal on a point of law permissible where tribunal has exercised an absolute discretion – factors relevant to an application to extend time under section 12 – rejection of *Aspen Trader*.
- *Petroplus Marketing AG v Shell Trading International Ltd (The “Ninae”)* [2009] 2 Lloyd's Rep. 611 – Sale of goods – FOB sale of high sulphur fuel oil – pricing by reference to bill of lading date – whether buyers entitled to withhold payment on the basis that the price had been increased by delay in shipment.
- *UR Power GmbH v Kuok Oils and Grains Pte Ltd* [2009] 2 Lloyd's Rep. 495 – Arbitration – Sale of goods – CIF sale of crude palm oil – challenges to FOSFA award – dispute whether parties entered into binding agreement – whether tribunal had jurisdiction to determine that issue – whether right to challenge jurisdiction lost – whether arbitration agreement binding even if underlying contract did not come into existence – time limit for challenging FOSFA Board of Appeal award.

Shipping

- *Tanga Pharmaceuticals Plastics Ltd v Emirates Shipping Line FZE* [2025] EWHC 368 (Comm). (2025) 1181 LMLN: acted for the defendants on a summary judgment application concerning the inter-relationship between the express terms of a bill of lading and incorporated provisions of the Hague Rules. The Court held that the Hague Rules overrode the express terms of the bill, in part because they were incorporated by a Clause Paramount.
- *SY Roro 1 Pte Ltd v. Onorato Armatori SRL* [2024] EWHC 611 (Comm), [2024] 2 Lloyd's Rep. 446: acted for bareboat charterers on a dispute about whether the owners were entitled to redelivery and whether charterers were entitled to relief against forfeiture. An order for specific performance against the guarantor of the charterers was refused on the grounds that its obligations were of a financial nature.
- *JOL v JPM* [2023] EWHC 2486 (Comm), [2023] 2 Lloyd's Rep. 556: acted for successful respondents to an application for interim relief from the Court under s.44 of the Arbitration Act 1996. The applicants sought an injunction requiring the respondents to redeliver two vessels under bareboat charter. The Court refused relief on the grounds that there was no urgency and the consequence of granting relief would be to determine finally the issues which the parties had agreed were matters for the arbitral tribunal.
- *Sea Master Shipping Inc v Arab Bank (Switzerland) Ltd* [2020] EWHC 2030 (Comm), [2021] 1 Lloyd's Rep. 500, LMLN 1063 August 2020: acted for the claimants on an appeal on points of law under s 69 of the Arbitration Act 1996 concerning the implication of terms into a bill of lading contract as to the discharge and delivery of a cargo when the bill of lading incorporated a voyage charterparty providing for demurrage to be paid by the charterers.
- *Pan Ocean Co Ltd v China-Base Group Ltd* [2019] EWHC 982 (Comm), [2019] 2 Lloyd's Rep. 335: acted for the defendants who successfully challenged the English Court's jurisdiction to grant an anti-suit injunction on the grounds that an implied *Brandt v. Liverpool* contract on the terms of a bill of lading would not satisfy the writing requirements in article 25 of Regulation 1215/2015 (the Recast Brussels Regulation). The Court would also have refused an injunction on the grounds of delay.
- *Sea Master Shipping Inc v Arab Bank (Switzerland) Ltd* [2018] EWHC 1902 (Comm); [2018] Bus LR 1798; [2019] 1 Lloyd's Rep 101: acted for the claimants on an application under s 67 Arbitration Act 1996, which established that a holder of a bill of lading is bound by an arbitration agreement in the bill even if it has not incurred liabilities under the contract of carriage and has transferred the bill of lading to a different holder.
- *Wolff v Trinity Logistics USA Inc* [2018] EWCA Civ 2765, [2019] 1 WLR 3997: an appeal concerning claims of procuring breach of contract in respect of the misdelivery of goods imported into the UK from Bangladesh. The Court clarified the circumstances in which a respondent must make a cross-appeal rather than file a respondent's notice.
- London Arbitration 11/18 (2018) 1000 LMLN 2 – Time Charterparty – Vessel arrested in Jordan in relation to cargo claim – Whether owners were obliged to provide security to release arrest – Whether off-hire during time lost as a result of arrest – Whether owners entitled to an indemnity under clause 13 of Shelltime 4.

- *Golden Endurance Shipping SA v RMA Watanya SA (The "Golden Endurance")* [2015] 1 Lloyd's Rep. 266 [2014] EWHC 3917 (Comm) – Bills of lading – Cargo claim – Whether arbitration agreement incorporated from charterparty into bill of lading – effect of combining Congen 1978 and 1994 forms – competing proceedings in Morocco – whether permission to serve claims for anti-suit injunction, negative declaration and damages out of the jurisdiction should be granted – whether England the natural forum – whether anti-suit relief should be granted on the grounds that the insurer defendants' conduct was vexatious and oppressive, alternatively in breach of a London arbitration agreement.
- *Cosmotrade v Kairos Shipping Ltd (The "Atlantik Confidence")* [2013] 2 Lloyd's Rep. 535 – Loss of bulk carrier – Limitation action – Whether Limitation Fund can be constituted by provision of a P&I Club letter guarantee – Merchant Shipping Act 1995 – Freezing injunction – Risk of dissipation – One ship company.
- *Navig8 Pte Ltd v Al-Riyadh Co For Vegetable Oil Industry* [2013] EWHC 1565 (Comm) – Bills of Lading – Cargo Claim – Dispute as to identity of contractual carrier – Whether signature on behalf of Master of preponderant importance – Relevance of reference to sub-charterers as 'owners' in clause incorporating charterparty terms – Whether grant of negative declarations would serve a useful purpose where the Defendants had not acknowledged service and were prosecuting a claim in Jordan.
- *Navig8 Pte Ltd v Al-Riyadh Co For Vegetable Oil Industry* [2013] EWHC 328 (Comm), [2013] 2 Lloyd's Rep. 104 – Bills of Lading – Cargo Claim – Dispute as to identity of contractual carrier – competing proceedings in Jordan – CPR 11 – whether permission to serve claims for anti-suit injunction, negative declarations and damages should be granted – whether claim for an anti-suit injunction "in respect of" the bill of lading contracts – whether England the proper place to hear the claims for negative declaratory relief – whether declarations served a useful and legitimate purpose – whether anti-suit relief might be granted ancillary to the declarations.
- *Chambal Fertilisers & Chemicals Ltd India Steamship v Trafigura Maritime Ventures Ltd (The "Ratna Shradha")* (2012, Court of Appeal) – Voyage Charterparty – Letter of Indemnity – Judicial sale of goods under CPR 25.1(1)(c)(v) – Power of Court to vary an order under CPR3.1(7) – whether a second Judge had power to require charterers to provide a Letter of Indemnity after discharge pursuant to the order of the first Judge had been completed (and the Letter of Indemnity provided in accordance with the order of the first Judge had expired).
- *YM Mars Tankers Ltd v Shield Petroleum Co (Nigeria) Ltd* (2012) 844, [2012] EWHC 2652 (Comm) LMLN 2a – Bill of lading – whether "Law and Litigation Clause" of time charter incorporated into bill of lading – whether the defendants were bound to refer disputes to arbitration – whether anti-suit injunction restraining the defendants from continuing proceedings in Nigeria should be discharged.
- *The Kildare (Zodiac Maritime Agencies Ltd v Fortescue Metals Group Ltd)* [2010] EWHC 903 (Comm); [2011] 2 Lloyd's Rep. 360 – Long term consecutive voyage charter for carriage of iron ore – whether charter repudiated – whether was an available market for an equivalent charter at the date of termination – whether a subsequent available market was relevant to the assessment of damages – whether the vessel's actual substitute earnings were to be taken into account – the appropriate discount rate to reflect (i) advanced receipt of damages and (ii) contingencies which might have affected performance of the charter had it continued.
- *The Darius (Berezovsky v Edmiston & Co Ltd)* [2010] EWHC 1883 (Comm); [2011] 1 Lloyd's Rep. 419; [2010] 2 C.L.C. 126 – Sale of superyacht – claim for broker's commission – whether broker the effective cause of the transaction – appropriate rate of commission – quantum meruit.
- *Sotrade Denizcilik Sanayi ve Ticaret AS v Amadou Lo and Ors (The "Duden")* [2009] 1 Lloyd's Rep. 145 (sister case to The "Kallang" (No.2)) – Shipping – Arbitration – Bill of lading – London arbitration agreement – arrest in Senegal – whether in breach of arbitration agreement – whether insurers induced breach of arbitration agreement by cargo interests – damages – final anti-suit injunction.
- London Arbitration 11/08 (2008) 749 LMLN – Shipping – Voyage Charterparty – whether party liable as charterer or guarantor – whether Statute of Frauds satisfied – whether charterers liable for deadfreight and demurrage – scope of exclusion for lockout – validity of Notice of Readiness – costs of exercising lien.
- *Starlight Shipping v Tai Ping Insurance Co (The "Alexandros T")* [2008] 1 Lloyd's Rep. 230 – Private International Law – Arbitration – Shipping – Bill of lading – London arbitration agreement – whether Chinese proceedings in breach of arbitration agreement – whether Court should grant anti-suit injunction notwithstanding tribunal constituted – whether non-party to arbitration agreement could obtain permission to serve out under CPR6.20(5)(c).
- *Bandwidth Shipping Corporation v Intaari (The "Magdalena Oldendorff")* [2008] 1 Lloyd's Rep. 7 (Court of Appeal) – Arbitration – Shipping – Time Charterparty – whether point raised for first time in reply in oral closing – whether tribunal failed to give applicant a reasonable opportunity of putting its case or dealing fairly with that of its opponent – whether serious irregularity under s.68 Arbitration Act 1996 London Arbitration 3/07 (2007) 713 LMLN 3 – Shipping – Time Charterparty – whether vessel redelivered late – whether charterers in breach of redelivery notice obligations – whether damages recoverable for loss of follow-on business or too remote – scope of exception for "all dangers and accidents of the seas".
- London Arbitration 3/07 (2007) 713 LMLN 3 – Charterparty – claim for damages for late redelivery – claim for breach of redelivery notice obligations – whether notice to be given by particular date – whether notice to be given in good faith alone, or in good faith and on reasonable grounds – whether defence of dangers and/or accidents of the sea.

- *More Og Romsdal Fylkesbatar AS v The Demise Charterers of the Ship "Jotunheim"* [2005] 1 Lloyd's Rep. 181 – Bareboat charterparty – charterers failed to pay hire – owners sought to withdraw and repossess the vessel – whether owners' rights waived – whether Court should grant relief from forfeiture.
- *The Vinson (Quark Ltd v Chiquita Unifrutti Japan Ltd and Ors)* (2005) 677 LMLN 1 – Arbitration – bills of lading – whether bills of lading incorporated charterparty containing a London arbitration clause – whether intermediate time charterparty incorporated into bills of lading – challenge to the tribunal's jurisdiction under s.67 Arbitration Act 1996.

Arbitration

- *AIC Ltd v Federal Airports Authority of Nigeria* [2019] EWHC 2212 (TCC), [2019] 2 Lloyd's Rep. 211 acted for the claimants on their application to enforce a New York Convention award for US\$48 million plus interest. The application was adjourned on condition that the defendants provide security for the award in the sum of US\$24 million.
- *Sea Master Shipping Inc v Arab Bank (Switzerland) Ltd* [2018] EWHC 1902 (Comm); [2018] Bus LR 1798; [2019] 1 Lloyd's Rep 101: acted for the claimants on an application under s 67 Arbitration Act 1996, which established that a holder of a bill of lading is bound by an arbitration agreement in the bill even if it has not incurred liabilities under the contract of carriage and has transferred the bill of lading to a different holder.
- *PEC Limited v Asia Golden Rice Co Ltd* [2013] 1 Lloyd's Rep. 82, [2012] EWHC 846 (Comm) – Disputed contract for sale of Thai rice – GAFTA 125 Arbitration Rules – Section 70(2) of the Arbitration Act 1996 – Whether time for challenging the ruling of a GAFTA first tier tribunal that it has jurisdiction runs from the date of the first tier award or the date of completion of any non-jurisdictional appeal to the GAFTA Board of Appeal – meaning of "available arbitral process of appeal or review" considered.
- *Lombard North Central Plc v GATX Corp* [2012] EWHC 1067 (Comm); [2012] 1 Lloyd's Rep. 662 – Arbitration agreement incorporating LCIA Rules – application for a stay of Court proceedings – section 9 of the Arbitration Act 1996 – inherent jurisdiction to stay proceedings – article 23.4 of the LCIA Rules – whether the Court proceedings were "in respect of" a referred matter – whether arbitration agreement "null and void, inoperative, or incapable of being performed".
- *A v B* [2010] EWHC 3302 (Comm); [2011] Bus. L.R. 1020; [2011] 2 All E.R. (Comm) 935; [2011] 1 Lloyd's Rep. 363; [2010] 2 C.L.C. 944 – Arbitration – sale of goods – alleged DAF sales of Kazakh rapeseeds – contracts said to incorporate FOSFA 28 including its arbitration clause – awards made by FOSFA Board of Appeals – challenges brought under sections 67 and 69 of the Arbitration Act 1996 – defendants applied for security for the sums awarded under section 70(7) of the Arbitration Act 1996 – factors relevant to the grant of security under section 70(7) – Peterson Farms followed and Tajik Aluminium doubted.
- *Pacific Inter Link SDN BHD v Efko Food Ingredients Ltd* [2011] EWHC 923 (Comm) – Arbitration – Sale of goods – CFR sale of palm oil (rbd olein) – whether binding contract concluded – whether FOSFA arbitration clause agreed – whether there was an ad hoc submission to FOSFA arbitration.
- *SOS Corporacion Alimentaria SA (formerly SOS Cuetara SA) v Inercor Trade SA* [2010] EWHC 162 (Comm); [2010] 2 Lloyd's Rep. 345; [2010] 1 C.L.C. 85 – Arbitration – sale of goods – CIF sales of Ukrainian sunflower seed oil – contracts incorporating FOSFA 54 including its arbitration clause – claims became time-barred under the FOSFA Rules – FOSFA Board of Appeal refused to extend time in the exercise of its absolute discretion – applications for permission to appeal under section 69 of the Arbitration Act 1996 and for an extension of time under section 12 of the Arbitration Act 1996 – circumstances in which an appeal on a point of law permissible where tribunal has exercised an absolute discretion – factors relevant to an application to extend time under section 12 – rejection of *Aspen Trader*.
- *UR Power GmbH v Kuok Oils and Grains Pte Ltd* [2009] 2 Lloyd's Rep. 495 – Arbitration – Sale of goods – CIF sale of crude palm oil – challenges to FOSFA award – dispute whether parties entered into binding agreement – whether tribunal had jurisdiction to determine that issue – whether right to challenge jurisdiction lost – whether arbitration agreement binding even if underlying contract did not come into existence – time limit for challenging FOSFA Board of Appeal award.
- *Sotrade Denizcilik Sanayi ve Ticaret AS v Amadou Lo and Ors (The "Duden")* [2009] 1 Lloyd's Rep. 145 (sister case to *The "Kallang" (No.2)*) – Shipping – Arbitration – Bill of lading – London arbitration agreement – arrest in Senegal – whether in breach of arbitration agreement – whether insurers induced breach of arbitration agreement by cargo interests – damages – final anti-suit injunction.
- *Starlight Shipping v Tai Ping Insurance Co (The "Alexandros T")* [2008] 1 Lloyd's Rep. 230 – Private International Law – Arbitration – Shipping – Bill of lading – London arbitration agreement – whether Chinese proceedings in breach of arbitration agreement – whether Court should grant anti-suit injunction notwithstanding tribunal constituted – whether non-party to arbitration agreement could obtain permission to serve out under CPR6.20(5)(c).
- *Bandwidth Shipping Corporation v Intaari (The "Magdalena Oldendorff")* [2008] 1 Lloyd's Rep. 7 (Court of Appeal) – Arbitration – Shipping – Time Charterparty – whether point raised for first time in reply in oral closing – whether tribunal failed to give applicant a reasonable opportunity of putting its case or dealing fairly with that of its opponent – whether serious irregularity under s.68 Arbitration Act 1996.
- *The Vinson (Quark Ltd v Chiquita Unifrutti Japan Ltd and Ors)* (2005) 677 LMLN 1 – Arbitration – bills of lading – whether bills of lading incorporated charterparty containing a London arbitration clause – whether intermediate time charterparty

incorporated into bills of lading – challenge to the tribunal’s jurisdiction under s.67 Arbitration Act 1996.

- *Electrosteel Castings Ltd v Scan-Trans Shipping & Chartering Sdn Bhd* [2003] 1 Lloyd’s Rep. 190 – Shipping – Arbitration – Booking Note – whether party principal or agent – relationship between booking note and recap telex – evidence admissible on an application under s.67 Arbitration Act 1996.

Reinsurance

- *Sharp Corp Ltd v Viterra BV* [2024] UKSC 14, [2024] 1 Lloyd’s Rep. 568; [2023] EWCA Civ 7, [2024] 1 Lloyd’s Rep. 553; [2022] EWHC 354 (Comm), [2022] 2 Lloyd’s Rep. 43: acted for the Sellers on an appeal from GAFTA arbitration under s.69 of the Arbitration Act 1996. The Supreme Court upheld the Seller’s appeal on the jurisdiction of the Court on appeals from arbitration awards on points of law and gave authoritative guidance on the operation of s.69. The Supreme Court upheld the Buyer’s appeal on how damages should be awarded under the GAFTA default clause.
- *JOL v JPM* [2023] EWHC 2486 (Comm), [2023] 2 Lloyd’s Rep. 556: acted for successful respondents to an application for interim relief from the Court under s.44 of the Arbitration Act 1996. The applicants sought an injunction requiring the respondents to redeliver two vessels under bareboat charter. The Court refused relief on the grounds that there was no urgency and the consequence of granting relief would be to determine finally the issues which the parties had agreed were matters for the arbitral tribunal.
- *American International Marine Agency of New York Inc v Dandridge* [2005] Lloyd’s Rep. IR 643 – Reinsurance – hull and machinery insurance – total loss – whether, and if so with what effect, follow the settlements and follow the leader provisions incorporated into reinsurance – breach of classification warranty.
- *HIH v Axa Corporate Solutions* [2003] Lloyd’s Rep. IR 1 (Court of Appeal) – Reinsurance – film finance insurance – breach of warranty – whether reinsurers had waived breach – waiver by election – promissory estoppel – estoppel by convention – whether reliance established where neither party aware of right to be foregone.
- *HIH v New Hampshire* [2001] 1 Lloyd’s Rep. 378; [2001] 2 Lloyd’s Rep. 161 (CA) – Reinsurance – film finance insurance – whether warranty as to number of films – whether slip superseded by policy – effect of clause excluding right to avoid – effect of incorporation of such clause into reinsurance.

Banking

- *Crédit Agricole Corporate and Investment Bank v PPT Energy Trading Co Ltd* [2022] SGHC(I) 1; [2023] SGCA(I) 7, [2024] 1 Lloyd’s Rep. 8: acted as a Registered Foreign Lawyer in the Singapore International Commercial Court and the Singapore Court of Appeal (International). The dispute arose out of fraudulent oil trading by Zenrock and concerned the questions whether sellers were entitled to payment under a letter of credit and whether the issuing bank was entitled to damages for breach of warranty in a sale contract letter of indemnity.
- *Czarnikow-Rionda Sugar Trading Inc v Standard Bank London and Others* [1999] 2 Lloyd’s Rep. 187 – Banking – Letter of Credit – Fraud – injunction preventing payment – whether balance of convenience against granting of injunction – whether failure to make full and frank disclosure – whether abuse of process.

Shareholder and joint venture disputes

- Confidential LCIA arbitration – Shareholders’ agreement – dispute between shareholders of minerals company.

Recommendations

A highly skilled King's Counsel who provides informed and strategic advice and achieves results for his clients. [Chambers UK Bar 2026](#)

He is really marvellous and very clever. He has a great manner in court and a great court presence. [Chambers UK Bar 2026](#)

Excellent grasp of the law. [Chambers UK Bar 2026](#)

He's exceptionally methodical, really impressive and always gets a grip on the detail. [Chambers UK Bar 2025](#)

Michael is an extremely bright and affable KC. Very responsive and meticulous in his presentation of the arguments, on paper and in writing. [The Legal 500 UK Bar 2025](#)

Michael is one of the best KCs in the space. [Chambers UK Bar 2024](#)

Extremely calm, knowledgeable and has an air of quiet authority in all he does [The Legal 500 UK Bar 2024](#)

He is meticulous and extremely thorough. [Chambers UK Bar 2024](#)

Michael is a calm, measured and effective advocate who has seen everything and has an unparalleled ability to get to grips with the facts of a case. [The Legal 500 UK Bar 2024](#)

He's exceptionally methodical, really impressive and always gets a grip on the detail. [Chambers UK Bar 2024](#)

He is very effective as counsel, knows his commodities law extremely well and presents his advocacy in a calm manner that goes down well with judges. [The Legal 500 UK Bar 2023](#)

Very effective as counsel. He knows his charterparty law extremely well and has a very strong intellect. His advocacy is well presented in a calm manner which goes down well with judges and arbitrators. [The Legal 500 UK Bar 2023](#)

Michael is faultless on the law and very calm and collected [Chambers UK Bar 2023](#)

He is very detail-oriented and very good at marshalling information. [Chambers UK Bar 2023](#)

A clever lawyer who thinks of nuances and is able to grasp the legal and commercial points at play. He is responsive and very user friendly. [The Legal 500 UK Bar 2022](#)

Michael is faultless on the law and very calm and collected. [Chambers UK Bar 2022](#)

Very thorough, he has a 360-degree knowledge of how everything fits together in the commodities world. [The Legal 500 UK Bar 2022](#)

He is very detail-oriented and very good at marshalling information. [The Legal 500 UK Bar 2022](#)

A leading shipping silk who is skilled in litigation and international arbitration relating to commodities. [The Legal 500 UK Bar 2021](#)

He is a really solid lawyer and a really safe pair of hands. [Chambers UK Bar 2021](#)

He has a genial manner that belies his razor sharp mind. [The Legal 500 UK Bar 2021](#)

He is well respected, fair-minded and good to deal with. [Chambers UK Bar 2021](#)

He takes all the right points, sees angles no one else does, and has a genial manner that belies his razor-sharp mind. [The Legal 500 UK Bar 2020](#)

He is technically and academically excellent. His advice is practical, commercial and client-ready. [Chambers UK Bar 2020](#)

His calm approach reassures clients. [The Legal 500 UK Bar 2020](#)

His knowledge is superb, he seems to have read everything. He's a very good advocate – not a table thumper, but quietly effective. [Chambers UK Bar 2020](#)

He knows his subject matter inside out. [Chambers UK Bar 2019](#)

He has a wealth of experience in shipping matters and is very approachable. [The Legal 500 UK Bar 2018](#)

He gives clear, accurate advice and is very good with clients. He has a very persuasive manner that goes down very well with judges and arbitrators. [Chambers UK Bar 2019](#)

Superb. Knowledgeable, approachable and a delight to work with. He rolls his sleeves up while remaining totally unflappable. He is just fantastic. [Chambers UK Bar 2018](#)

He is a very responsive, bright and friendly advocate. [The Legal 500 UK Bar 2018](#)