

Socrates Papadopoulos

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Languages: Greek (fluent)



Overview

Socrates has been a tenant at Twenty Essex since October 2001. He has a commercial law practice with an emphasis on shipping, sale of goods, banking, insurance and private international law.

Socrates has appeared both as sole counsel and as part of a team in the Commercial Court, the Court of Appeal and in arbitrations in the UK and abroad.

His practice encompasses a wide range of commercial matters, including heavy commercial cases. Socrates particularly enjoys cases involving a technical or scientific dimension.

Socrates was a Tutor in Carriage of Goods by Sea and Marine Insurance at University College London between 2000 and 2006.

Publications

Rethinking *Monroe v. Ryan* [2019] LMCLQ 318

Education

- University of Oxford: BA in Jurisprudence
- University College London: LLM with Distinction
- President of the Oxford University Law Society

Key cases

- *Fimbank Plc v Discover Investment Corp.* [2020] EWHC 164 (Comm): dispute concerning novel question of whether bank has good arguable case of misdelivery under bills of lading in circumstances where its contractual arrangements with third parties required cargo to be delivered without presentation of bills of lading.
- *The Star Polaris* [2017] 1 Lloyd's Rep 203 (Commercial Court): case addressing the meaning of "consequential losses" in

the context of an exception in an SAJ form shipbuilding contract.

- *Standard Chartered Bank v Dorchester LNG* [2015] 1 Lloyd's Rep 97 (Court of Appeal); [2013] 2 Lloyd's Rep 338 (Commercial Court): the leading modern authority on title to sue under bills of lading and the requirements for becoming a lawful holder under the COGSA 1992. The case also addresses key letter of credit issues including causes of action for dishonour of a letter of credit.
- *Rainy Sky and others v Kookmin Bank* [2011] 1 Lloyd's Rep 233 (Court of Appeal); [2010] 1 All ER (Comm) 823 (Commercial Court): one of the leading modern authorities on contractual interpretation and on how the tension between purposive and textual considerations is to be resolved when construing commercial contracts. Claim for US\$46 million arising in the context of the proper construction of refund guarantees under a shipbuilding contract.
- *Re Lehman Brothers International (Europe) (In Administration)* [2010] EWHC 2094 (Chancery Division); [2010] EWHC 3044 (Chancery Division): one of the major pieces of litigation following the collapse of Lehman Brothers. Dispute between the principal London based Lehman entity and Lehman affiliates worldwide as to the ownership of US\$1.5 billion of securities.
- *Great Elephant Corporation v Trafigura and others (The Crudesky)* [2014] 1 Lloyd's Rep 1 (Court of Appeal); [2012] 2 Lloyd's Rep 503 (Commercial Court): case concerning aspects of chain contracts for the sale of crude oil, including force majeure, delegated performance, Sale of Goods Act implied terms, and in what circumstances intervention by state authorities amounts to a novus actus interveniens.
- *Carboex SA v Louis Dreyfus* [2012] 2 Lloyd's Rep 379 (Court of Appeal); [2011] 2 Lloyd's Rep 177 (Commercial Court): case addressing extent of application of charterparty strike clauses, including the circumstances in which strike clauses apply to excuse delays after the strike is over.
- *Schweppe v Harper* [2008] All ER (D) 311 (Court of Appeal): case concerning a number of important issues of the law of contract including unilateral offers, contingent conditions precedent, certainty of contractual terms, the validity of an agreement to negotiate in good faith, and implied terms of cooperation and non-prevention of performance.
- *Sunderland Marine Mutual Insurance Co v Wiseman* [2007] 2 Lloyd's Rep 308 (Commercial Court): marine insurance and jurisdictional dispute addressing the question of principle of whether the doctrine of forum non conveniens applies between England and Scotland.
- *Nakanishi Marine v Gora and others* [2012] EWHC 3383 (Comm): dispute concerning the proper construction of a deed of subordination and the extent to which solicitors are agents to receive notices on behalf of their clients.
- *Tidebrook Maritime Corp v Vitol SA of Geneva (The Front Commander)* [2006] 2 Lloyd's Rep 251 (Court of Appeal): case considering the interpretation of the widely used Vitol Chartering Terms and addressing the question whether charterers' consent to early notice of readiness has the effect of causing laytime to commence before the agreed laydays.
- *Uniworth International v Plover Investments* [2006] EWHC 1163 (Ch) (Chancery Division): case concerning disputed sale of a textile business and in particular whether the sale was duly authorised and whether an injunction prohibiting on-sale should be discharged.
- Recently lead counsel in a long running Stockholm Chamber of Commerce arbitration concerning the validity of a €100 million declaration of dividend.