



Lord Hamblen JSC

## Topical Issues in Shipping Law

A webinar hosted by The Commercial Court of the High Court of Justice of England and Wales

12 October 2021 17.00 to 18.30 UK time (16.00 to 17.30 GMT)



Mr Justice Andrew Baker

Join us for a webinar chaired by Lord Hamblen JSC featuring:

- **“Is the approach of the English Court to determining whether an arbitration clause in a charterparty is incorporated into a bill of lading satisfactory?”** A debate between Mr Justice Andrew Baker (Admiralty Judge and Judge of the Commercial Court) and Thomas Raphael QC (of Twenty Essex Chambers).

In *Seniority Shipping Corporation SA v City Seed Crushing Industries (“The Joker”)* [2019] EWHC 341 (Comm) [2021] 1 Lloyd’s Rep 169 Andrew Baker J said: *“This is not the occasion to consider ... the possible problem of a “conflict of conflicts” as discussed by Raphael “The Anti-Suit Injunction”..at para 8.31 ff...and in that author’s article at [2016] LMCLQ 256...”*

This debate provides that opportunity. Does English law need to revise its approach to determining whether a charterparty arbitration clause has been incorporated into a bill of lading, in the context of applications for anti-suit injunctions against cargo claims brought in other jurisdictions?

- **“Too tough to terminate: conditions and innominate terms in shipping contracts”**, a presentation by Simon Rainey QC (of Quadrant Chambers) considering whether English law has become too hostile to the termination of shipping contracts for breach.

Cases to be covered include *Star Shipping AS v Grand Logistics Holding (Group) Co Ltd* [2016] EWCA Civ 982; *Ark Shipping Co LLC v Silverburn Shipping (IoM) Ltd* [2019] EWCA Civ 1161 and *SK Shipping Europe Plc v Capital VLCC 3 Corp* [2020] EWHC 3448 (Comm).

- **“Sentencing remarks are not to be read as if they were a charterparty”: *R v Imtiaz* [2019] EWCA Crim 2077. Where does the law now stand on the interpretation of charterparties?”**, a presentation by Rebecca Sabben-Clare QC (of 7 King’s Bench Walk) which considers whether English law is striking the right balance in the interpretation of the printed, incorporated and bespoke terms which make up the modern charterparty.

Issues for consideration include the role of market circulars when interpreting market terms, the weighting of bespoke, printed and incorporated terms and the thorny question of pre-disposition to the allocation of risk.



Thomas Raphael QC



Simon Rainey QC



Rebecca Sabben-Clare QC

For details of how to attend the webinar click [here](#).