



Sir Jeremy Cooke

Call: 1976

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Practice Profile

Sir Jeremy Cooke retired from the High Court Bench at Easter 2016, having been appointed in 2001. He sat regularly in the Commercial Court presiding over the full gamut of business conducted in that court and being the Judge in charge of that court from 2012 - 2014. He is now an international arbitrator and a Justice of the Dubai International Financial Court and an International Justice of the Singapore International Commercial Court.. He regularly sits as party appointed arbitrator or as chairman in arbitrations conducted under the rules of the ICC, LCIA and LMAA and is appointed to the panel of Shanghai International Arbitration Center (SHIAC) and other panels elsewhere as well as sitting in ad hoc arbitrations or arbitrations under the auspices of other international institutions.

Apart from his extensive experience in commercial matters, he also had substantial experience of sitting in serious criminal cases including those involving corruption or fraud. He was during his time on the Bench, so the statistics show, the Commercial Judge whose decisions were least likely to be overturned in the Court of Appeal and has been, on more than one of those few occasions, upheld in the Supreme Court. He was renowned for the speed at which he produced his judgments, for his informal and down to earth approach and the firm but fair and polite efficiency with which he conducted trials, including some lengthy commercial trials with litigants in person. Since retirement from the High Court bench, he also continues to sit occasionally as a Deputy Judge in the Commercial Court.

As Queen's Counsel, appointed in 1990, Sir Jeremy's practice was largely in the areas of shipping, marine insurance, non-marine insurance, reinsurance, professional negligence (particularly insurance brokers' negligence), banking, international sale of goods and energy (oil, gas and electricity disputes). He sat regularly as an Arbitrator in shipping, insurance and reinsurance (including Bermuda Form Arbitrations) and oil trading disputes and led teams in such litigation as the Names claims against their Lloyds Agents over the writing of LMX business, the Agents defences to the Names' claims in relation to long tail casualty business, in Aviation Reinsurance, in the Film Finance Insurance disputes, in the Metro Litigation, and

in large International trade, insurance, shipping and oil disputes in arbitration. He became accredited as a Mediator and gave expert evidence of English law in courts in the USA. His practice as an advocate took him to Bermuda and Singapore.

As an arbitrator, he continues to sit in cases of the same nature as those over which he presided when on the Bench and those in which he acted as advocate and adviser when at the Bar. They range over the fields of agency, aviation including aviation construction, banking, company sale and purchase, corruption, derivatives and financial instruments, energy, fraud, insurance and reinsurance, international trade, shipbuilding and shipping. Many involve issues under foreign systems of law.

The following represent a sample of the cases decided by him when on the Bench in different areas of business, omitting the large number of cases on jurisdictional issues and procedural issues.

Insurance & Reinsurance

Judgments delivered:

Ocean Finance & Mortgages Ltd v Senior Wright Ltd [2016] EWHC 160 (Comm)(Professional Indemnity Insurance, Block notifications of PPI mis-selling, Brokers' negligence and contribution between producing and placing brokers).

Coles v Hetherington [2012] EWHC 1599 and 2848 (Comm); [2013] Lloyds Rep IR 9. (Motor insurance, measure of indemnity for loss, repair charges, arrangements between Insurers and repairers, referral fees).

Joyce v O'Brien [2012] EWHC 1324 (QB); [2013] Lloyds Rep IR 523 (upheld in CA). Ex turpi causa preventing recovery by one burglar from another for negligent driving of the getaway car.

Coromin v Axa Re. [2007] EWHC 2818 (Comm); [2008] Lloyds Rep IR 467.

Society of Lloyds v Laws [2003] EWHC 873, [2004] EWHC 71 (Comm). Names claims against Lloyds for misrepresentation, negligent misstatement.

IMG v Simmonds [2003] EWHC 177 (Comm); [2004] Lloyds Rep IR 247. Political Risks cover- non -disclosure, misrepresentation.

North Atlantic Insurance v Nationwide General Insurance [2003] EWHC 449 (Comm); [2003] 2 CLC 731. Insolvency, Reinsurance of Pools of insurers.

Talbot Underwriting v Nausch Hogan [2005] EWHC 2359 (Comm).[2005] 2CLC 868. (Marine Insurance, Agents, Undisclosed Principal. Construction of Policy).

Simmonds v Gamell [2016] EWHC 2515 (Comm). Aggregation of losses under JELC wording; "loss, damage, liability ...

arising from one event "in the Reinsurance of World Trade Centre liabilities.

Derivatives

Judgments delivered:

LS Ref III Wight Ltd v Millvalley [2016] EWHC 466 (Comm). (Interest Rate swap. Construction of ISDA wording re early termination, Use of wrong standard form wording, construction, rectification, estoppel by convention.)

Sivagnanam v Barclays Bank [2015] EWHC 3985 (Comm)

MHB Bank v Shanpark [2015] EWHC 408 (Comm). (Operation of set offs and netting of claims for unliquidated damages against Early Termination Amount)

Al Sulaiman v Credit Suisse Securities [2013] EWHC 400: [2013] 1 AER (Comm) 1105. (Structured Loan Notes, Financial Advice, Negligence, causation and damages, Failure to pay margin.)

Professional Negligence

Judgments delivered:

Barclays Bank v Grant Thornton [2015] EWHC 320 (Comm): 2015 2 BCLC 537. (Duty of care of accountants, Disclaimer of liability to non clients)

Green Wood McLean LLP v Templeton Insurance [2010] EWHC 2679 (Comm) [2011] Lloyds Rep IR 557: [2012] 23 Costs LR 557. (Solicitors and Barristers, Duty of care, Causation, ATE insurance, Group Litigation)

Man Nutzfahrzeuge AG v Ernst & Young [2003] EWHC 2245: [2004] PNLR 19.

Al Suleiman v Credit Suisse Securities (ibid).

Banking

Judgments delivered:

Deutsche Bank AG v Sebastian Holdings Inc. [2013] EWHC 3463 (Comm). (Contract terms between Bank and Currency Trader, Currency Options, Implied terms, Duties of Bank in valuation, waiver by agent, loss and damage)

SNCB Holdings v UBS AG [2012] EWHC 2044 (Comm). (Bonds, Implied terms, realisation of collateral)

Jefferies International v Landsbanki Islands HF [2009] EWHC 894 (Comm). (Insolvency, Moratoria, conflict of laws, forum conveniens).

Mahonia Ltd v JP Morgan Chase [2004] EWHC 1938. (L/Cs, Loans, Enron Fraud and effect on Swap Agreements, Public policy.)

Socimer v Standard Bank [2004] EWHC 1041 (Comm). (Forward sales Umbrella Agreement- insolvency and damages.)

JP Morgan v Primacom [2005] EWHC2426 (Comm)- Brussels Regulation impact on claims under different loan Agreements

Habibsons Bank v Standard Chartered Bank [2010] EWHC 702 (Comm). Loan Agreements. Administration Orders, conflict of laws. Sale of Goods

Deutsche Bank v Unitech Global Ltd [2017] EWHC 1381 (Comm): Abuse of process, issue estoppel in relation to third application for summary judgement, judgment against borrower, argument of impossibility of partial rescission and restitutio in integrum vis a vis the guarantor.

International Sale of Goods

Judgments delivered:

Gray v Smith [EWHC] 4136 (Comm): 2014 2 AER (Comm) 359. (Fraudulent sale by agent, Equitable interests, Bona fide purchase without notice)

Air Transworld v Bombardier [2012] EWHC 243 (Comm): [2012] 1 Lloyds Rep 349. (Private Jet, Implied terms, International sale, fitness for purpose, correspondence with description, Unfair contract terms.

Energy

Judgments delivered:

BG Global Energy v Talisman Sinopec Energy UK [2015] EWHC 110 (Comm). (Construction of concession and cooperation agreements for North Sea oil and gas)

Petromec Inc v Petroleo Brasileiro SA Petrobras [2007] EWHC 1589 (Comm). (Oil rigs, specification, variation orders)

Kensington International v Congo [2005] EWHC 2684 (Comm) [2006] BCLC 296. Corporate personality, use of companies to avoid payment of debts, Fraud by a sovereign state, Third Party debt orders.

Imamovic v Cinergy Global Trading Ltd. [2006] EWHC 323 (Comm).

Shipping & Transport

Judgments delivered:

Maestro Bulk Ltd v Cosco Bulk Carriers Ltd [2014] EWHC 3978 (Comm): 2015 Lloyds Rep 315

Lakatamia Shipping Co Ltd v Su [2014] EWHC 3611 (Comm): [2015] 1 Lloyds Rep 315. (Personal Liability of Owner of Companies for debts of the companies in an overarching deal)

CHS Inc Liberia v Far East Marine [2012] EWHC 3747 (Comm). Delay - diminution in value of cargo- damages

Wuhan Ocean Economic & Technical Cooperation v Schiffahrts Gesellschaft Hansa Murcia. [2012] EWHC 3104 (Comm): [2013] 1 Lloyds Rep 273. (Shipbuilding, Guarantees, Repudiation).

The Star Polaris [2016] EWHC 2941 (Comm). Meaning of “ consequential losses in Shipbuilding contract)

The Aquafaith [2012] EWHC 1077: [2012] 2 Lloyds Rep 61. Time charters: Non- payment, repudiation, Affirmation. Refusal by Owners of early redelivery - application of the rule in White and Carter Councils v McGregor.

Omnium Shipping v Cargill International [2012] EWHC 571 (Comm): [2012] 2 Lloyds Rep 46. (Time Charter Off hire, piracy).

Progress Bulk Carriers v Tube City IMS LLC [2012] EWHC 273 (Comm): [2012] 1 Lloyds Rep 501. (Breach of charterparty, economic duress)

The Elli [2007] EWHC 1890 (Comm): [2008] 1 Lloyds Rep 262.

Lauritzen Cool AB v Lady Navigation Inc [2004] EWHC 2619 (Comm): [2005] 1 Lloyds Rep 260. Time charters, measure of damages, specific performance, interim injunctions

Laemthong International Lines v Artis [2004] EWHC 2738 (Comm): [2005] 1 Lloyds Rep 632.

The Jotunheim [2004] EWHC 671 (Comm): [2005] 1 Lloyds Rep 181. Demise charter, Hire purchase, relief against forfeiture

Bitumen Invest AS v Richmond Shipping. [2016] EWHC 2957 (Comm). Demise Charter as part of financing transaction- nature and meaning of Guarantee- on demand guarantee.

The Aquasia [2016] EWHC 2514. 2016 1 Lloyds Rep 75. Hague Rules Limitation application of “per package or unit” to bulk cargoes.

Gard v Clearlake Shipping [2017] EWHC 109. [2017] Lloyds Rep Plus 55. Voyage Charter, vessel waiting on arrival at

port, whether demurrage or escalated demurrage payable.

Road Haulage

Judgments delivered:

BAT v Exel Europe [2012] EWHC 694 (Comm) [2013] 1 WLR 397. CMR jurisdiction over successive carriers (upheld in Supreme Court).

Limited Partnerships

Judgments delivered:

Certain Limited Partner in Henderson PFI Secondary Fund II LLP v Henderson PFI Secondary Fund II LP [2012] EWHC 3259 (Comm); [2013] QB 934. (Derivative claims, construction of Limited Partnership agreements, duties of partners)

Damages

Judgments delivered:

Gul Bottlers (PVT) v Nicholls [2014] EWHC 2173 (Comm). (Repudiation of Distribution agreement)

Glencore Energy UK Ltd v Cirrus Oil Services Ltd [2014] EWHC 87 (Comm); 2014 2 Lloyds Rep 1. (Damages for non-acceptance/repudiation of contract for sale of oil.)

See also cases on damages in charterparty cases.

Employment - Conflict of Laws

Judgments delivered:

Petter v EMC Europe [2015] EWHC 1493 (QB). (Jurisdiction, refusal to grant injunction to protect English Court's jurisdiction in the face of an exclusive jurisdiction clause in favour of Massachusetts. Overturned in Court of Appeal. Appeal pending in Supreme Court).

International Arbitration

Judgments delivered:

Dept of Economic Policy of City of Moscow v Banker Trust [2003] 1 WLR 2885

C v D [2007] 2 Lloyds Law Rep 367

Tamil Nadu Electricity Board v ST-CMS [2008] 1 Lloyd's Rep 93

Starlight Shipping v Tai Ping [2008] 1 Lloyd's Rep 230

Shashoua v Sharma [2009] 2 Lloyd's Rep 376

Sulamerica Cia Nacional de Seguros v Enesa [2012] 1 Lloyd's Rep 275

Transportasi v Conoco Phillipps [2016] 2 Lloyds Rep 600. S 68 Application- Indemnity costs.

A v B [2016] EWHC 3003 (Comm). S 67 challenge to jurisdiction on basis of devolution of business akin to "universal succession".

Erdenet Mining Corporation v ICBC Standard Bank [2017] EWHC 1090- exercise of s 70 (7) powers to order payment into court as condition of pursuit of flimsy s 67 and 68 applications

Awards as Arbitrator

In the years since retirement from the Commercial Court Sir Jeremy has issued awards in disputes involving agency and corruption, Bermuda Form Arbitrations on XOL policies and D&O policies, banking instruments, guarantees and loan notes, bills of lading, charterparties including COAs and demise charters, company sale and purchase, construction of mining and transportation facilities, hotel management, international sales, joint ventures, oil rigs, sales of commodities and shipbuilding,

Appointments in ongoing disputes relate to agency, commission contracts, corruption and fraud, aviation construction and leases, banking instruments, company sale and purchase, construction contracts, contracts for the supply of gas and oil, insurance and reinsurance (including consequential loss insurance, D & O and XOL policies and Bermuda Forminsurances), , international sale of goods,mining, oil rigs, FPSOs and oil pipelines, shareholder disputes and shipbuilding contracts (including yachts), shipping (including bills of lading, COAs, charters, sale of ships and transshipment contracts).

Education

Educated at Whitgift School, S Croydon (1959-1966) and St Edmund Hall Oxford (1967-1970).

Awarded an Open Exhibition in History to read Jurisprudence 1966.

1st Class Degree in Jurisprudence 1970.

2 Rugby Blues in 1968 and 1969 (and Oxford's victory over South Africa in 1969).

Part 2 Law Society Examinations 1971.

Served articles with Speechly, Mumford and Soames 1971-1973.

Admitted as a solicitor 1973.

Practised at Coward Chance 1973-1976 in general commercial law and commercial litigation.

Played rugby for Harlequins 1970-1975. Selected for Surrey.

General Information

Called to the Bar (Lincoln's Inn) in 1976. Droop Scholar.

Practised at the Commercial Bar 1977-2001.

Queen's Counsel 1990. Head of Chambers at 7 King's Bench Walk 1999-2001.

Appointed Assistant Recorder 1994. Recorder 1998.

Accredited Mediator with CEDR 1999.

Bencher of Lincoln's Inn.

Appointed High Court Judge in the Queen's Bench Division 2001, sitting in the QBD and in the Commercial Court.

Presiding Judge for the South Eastern Circuit 2007-2011.

Judge in charge of Commercial Court 2012-2014.

Retired from the Bench Easter 2016.

Appointed Justice of the Dubai International Financial Centre Courts April 2016.

Appointed International Justice of the Singapore International Commercial Court January 2018

Personal

Youth Club leader in South London churches 1972- 1992.

Elder and Congregation Leader of a South London Baptist Church 1992-1996.

Chairman of Trustees of Redthread 1995-2004 (approx.) - a Christian charity operating in schools in SE London.

Appointed Lay Reader in the Church of England 2001, now functioning in Warbleton, E Sussex.

Member of National Club and Vincent's Club (Oxford).

Member and former Vice President of Lawyers' Christian Fellowship.

Plays golf occasionally and badly.

Learning to sing.