

Jawdat Khurshid KC

Call: 1994 | Silk: 2018

"He is hugely impressive, an outstanding advocate."

Chambers & Partners



✉ jkhurshid@7kbw.co.uk ☎ +44 (0)20 7910 8300

Jawdat Khurshid KC specialises in all aspects of commercial litigation and arbitration, with a particular prominence in insurance and reinsurance disputes, where he has long been acknowledged as a leading practitioner at the bar.

As part of a broad commercial litigation and arbitration practice, Jawdat acts as an advocate and as an adviser in a wide range of commercial disputes, many of which are complex and have an international element. In addition to insurance and reinsurance matters, Jawdat is regularly engaged in matters in the fields of shipping and commodities, commercial fraud, energy and natural resources, banking and finance, and sanctions.

Jawdat is currently engaged on behalf of members of the War Risks insurance market in ***AerCap Ireland Limited v AIG Europe S.A. and Lloyd's Insurance Company S.A.*** and in other leading cases concerned with the alleged loss of aircraft and engines leased to Russian airlines following the Russian invasion of Ukraine and the subsequent imposition of Western sanctions against Russia. Other current instructions include arbitrations concerned with claims under policies of political violence insurance and trade credit insurance, and with the operation of a container terminal.

Recent cases include ***Quadra Commodities S.A. v XL Insurance Company SE*** [2023] EWCA Civ 432 (CA) (a case arising out of the Agroinvestgroup fraud concerned with the question whether an insured who had paid the purchase price had an insurable interest in unascertained goods); ***CRF I Limited v Banco Nacional de Cuba and the Republic of Cuba*** [2023] EWHC 774 (Comm) (a challenge by the former central bank of Cuba to the jurisdiction of the English Court to determine a creditor's claim to enforce historic Cuban sovereign debt); ***McPhee v Colina Insurance Limited*** [2023] UKPC 8 (PC) (an appeal from the Court of Appeal of the Commonwealth of the Bahamas to the Judicial Committee of the Privy Council concerned with the operation of 'universal life' insurance policies); ***Aramco Trading Fujairah FZE v Gulf Petrochem FZC ("The Kronviken")*** [2022] EWHC 57 (Comm) (a case arising out of the Gulf Petrochem fraud in which a buyer of fuel oil, who paid against a letter of indemnity in the absence of the bills of lading, obtained a mandatory injunction against the seller); ***Harcus Sinclair LLP v Your Lawyers Limited*** [2021] UKSC 32 (SC) (a case before the Supreme Court concerned with the question whether a restriction in a non-disclosure agreement signed in connection with the Volkswagen diesel emissions scandal constituted a solicitor's undertaking enforceable by the Court pursuant to its inherent supervisory jurisdiction over solicitors).

Selected earlier cases include an arbitration (2021) concerned with a claim under a policy of trade credit insurance; an arbitration (2021) concerned with the termination of bareboat charterparties for two oil and chemical tankers; and an arbitration (2021) concerned with the effect of US sanctions on the rights of insureds under policies of D&O insurance; ***Munich Re v Ascot*** [2019] EWHC 2768 (Comm) (a dispute as to the proper construction of a facultative reinsurance policy provided in connection with an offshore construction project in the Gulf of Mexico); ***Yukos Finance BV & Others v Lynch & Others*** [2019] EWHC 2621 (Comm) (a dispute

concerning an alleged fraudulent conspiracy to rig a bankruptcy auction in Russia); ***Stavrinides & Others v Bank of Cyprus*** [2019] EWHC 1328 (Ch) (a fraudulent claim for the specific performance of an alleged settlement agreement); and ***Mamancochet Mining v Aegis Managing Agency & Others*** [2018] EWHC 2643 (Comm), [2018] 2 Lloyd's Rep. 441 (an expedited claim for an indemnity under a marine cargo insurance policy raising questions as to the applicability of US sanctions).

Jawdat is ranked in the directories in the fields of insurance and reinsurance, commercial dispute resolution, international arbitration and shipping & commodities. As well as being described as 'top class' and an 'incredibly able lawyer', Jawdat is an 'excellent advocate who is approachable and always on hand' and a 'very persuasive and polished performer'. He is 'extremely user-friendly' and has 'a very commercial and practical approach that clients love'.

Expertise

Insurance & Reinsurance

Jawdat has acted in, and advised upon, a wide range of insurance and reinsurance disputes across a number of classes of business, including disputes relating to war and political risks, property risks, marine and energy insurance, professional liability insurance, construction all risks policies, contingency risks such as event cancellation, and life, accident and health products.

Jawdat is currently engaged on behalf of members of the War Risks insurance market in ***AerCap Ireland Limited v AIG Europe S.A. and Lloyd's Insurance Company S.A.*** and in other leading cases concerned with the alleged loss of aircraft and engines leased to Russian airlines following the Russian invasion of Ukraine and the imposition of Western sanctions against Russia. Other current instructions include arbitrations concerned with claims under policies of political violence insurance and trade credit insurance.

Recent cases include:

- ***Quadra Commodities S.A. v XL Insurance Company SE*** [2023] EWCA Civ 432 (CA), a case arising out of the Agroinvestgroup fraud concerned with the question whether an insured who had paid the purchase price had an insurable interest in unascertained goods.
- ***McPhee v Colina Insurance Limited*** [2023] UKPC 8 (PC), an appeal from the Court of Appeal of the Commonwealth of the Bahamas to the Judicial Committee of the Privy Council concerned with the operation of 'universal life' insurance policies.
- An arbitration (2021) concerned with a claim under a policy of trade credit insurance.
- An arbitration (2021) concerned with the effect of US sanctions on the rights of insureds under policies of D&O insurance.

Selected earlier cases include:

- ***Munich Re v Ascot*** [2019] EWHC 2768 (Comm), a dispute as to the proper construction of a facultative reinsurance policy provided in connection with an offshore construction project in the Gulf of Mexico.
- ***Mamancochet Mining v Aegis Managing Agency & Others*** [2018] EWHC 2643 (Comm), [2018] 2 Lloyd's Rep. 441, an expedited claim for an indemnity under a marine cargo insurance policy raising questions as to the applicability of US sanctions.
- Advising with respect to a dispute concerned with the loss of tendons on the Chevron Bigfoot project (2017).
- A dispute concerned with the question whether a term obliging a reinsured to exercise due skill and care was to be implied into a contract of reinsurance protecting a book of French property business (2016).

- A dispute concerned with the avoidance of a policy of property owners' insurance for the failure to disclose the non-disclosure in previous years of a serious criminal conviction (2016).
- A dispute concerned with the recoverability under a policy of insurance of the costs of an investigation conducted by the SEC in the US (2016).
- Advising with respect to the issue of fortuity under a marine insurance policy (2015).
- ***The Federal Mogul Asbestos Personal Injury Trust v Federal-Mogul Limited and Others*** [2014] EWHC 2002 (Comm), a case concerning the extent to which an asbestos personal injury trust was entitled to intervene in the contractual relations between an insured, its insurer and reinsurers, and to prescribe how asbestos claims, to be brought by the trust in the US, should be administered, defended and disposed of by the reinsurers on behalf of insured under the terms of an asbestos liability policy and corresponding reinsurance agreement.
- Two arbitrations (2013, 2014) concerned with an insurer's liability to indemnify its insured under a policy of patent infringement liability insurance in connection with the settlement by the insured of claims that had been brought by two different brand-name manufacturers of pharmaceutical products.
- An arbitration (2014) concerned with an insurer's liability to indemnify its insured under a Bermuda Form policy in connection with claims for thromboembolic events allegedly suffered by women as a result of the use of the insured's transdermal contraceptive patch.
- An arbitration (2013) concerned with an insurers' liability to indemnify its insured under a Bermuda Form policy in connection with claims for breast cancer allegedly suffered by post-menopausal women as a result of using the insured's hormone replacement therapy drug products.
- A dispute (2013) concerning an insurer's liability to indemnify an insured under a builder's all-risks policy of insurance in respect of physical damage to steel that had been used in the construction of jack-up rigs.

Selected older cases include:

- An arbitration (2011) concerned with a captive insurer's liability to indemnify its insured under a Bermuda Form policy in connection with the cracking and severance of a structural brace on a major offshore platform.
- An arbitration (2010) brought by a bank against its political risks insurers in connection with the failure by a State-owned storage facility to store a cargo of petroleum products in favour of the bank until such time as it received instruction from the bank to release the same.
- An arbitration (2010) brought by a steel trader against its insurers under a policy of export credit insurance upon the failure by a supplier to ship goods under an underlying contract with the trader.
- Arbitrations (2010, 2009 and 2007) brought by reinsureds against their respective reinsurers which raised various issues concerned with the writing of gross loss-making business in the PA LMX reinsurance market in the 1990s.
- ***Crane v Hannover Re*** [2010] Lloyd's Rep. IR 93, a claim brought by a Lloyd's syndicate seeking to avoid certain contracts of excess of loss reinsurance protecting a reinsured's participation in an underlying book of casualty business.
- A claim brought by project managers and consulting engineers under a policy of liability insurance (2008) concerning the notification of a circumstance in a connection with the construction of a recycling and energy plant.
- ***Bank of Scotland v Euclidian*** [2008] Lloyd's Rep. IR 182, a claim brought by the Bank of Scotland against its insurers in connection with a failed after the event insurance scheme. Jawdat also acted for the bank in related claims brought in arbitration.
- An arbitration (2008) brought by a Lloyd's syndicate against its catastrophe reinsurer concerning the maintenance of zonal aggregates for US hurricane and earthquake risks.

- ***Sun Life & Phoenix v Lincoln National*** [2005] 1 Lloyd's Rep. 606, CA, an arbitration brought by reinsureds against whole account reinsurers in connection with a portfolio of accident and health business, the reinsureds having previously made a claim against specific reinsurers. The appeal from this arbitration concerned the effect in a reinsurance dispute of a previous award and defined the limits of issue estoppel.
- ***Beazley v Horizon Offshore*** (2005), a claim brought by the US owners of the pipelay barge 'Gulf Horizon' against their insurers involving issues of misrepresentation, non-disclosure and unseaworthiness in connection with a policy of marine towage insurance.
- ***International Management Group v Simmonds*** [2004] Lloyd's Rep. IR 247, a claim brought by an assured under a policy of contingency insurance against Lloyd's and company insurers in connection with the cancellation of a cricket tournament between India and Pakistan. The issues included whether there was a breach of warranty, whether 'rumours' were material to be disclosed, and whether there was a non-disclosure to the following market of an unfair presentation to the leaders.
- ***The Gold Medal v Hopewell arbitration*** (2001), which was brought in Bermuda by the captive insurer of a large Minnesotan food producer against a Bermudian reinsurer in connection with the unlawful application of a pesticide in the US. The case involved questions, as a matter of Minnesotan law, as to the proper construction of the underlying insurance contract, physical loss and damage, and mitigation; as well as questions, as a matter of Bermudian law, as to the conduct of the captive insurer's defence.
- ***CNA International v Companhia de Seguros Tranquilidade*** [1999] Lloyd's Rep. IR 289, a claim concerned with the cancellation of a concert by Plácido Domingo in Lisbon due to the illness of the performer's mother.
- ***The State of the Netherlands v Youell*** [1998] 1 Lloyd's Rep. 236, CA, a claim concerning allegations of wilful misconduct by the shipyard and of a failure to sue and labour during the construction of two submarines within the meaning of sections 55(2) and 78(4) of the Marine Insurance Act 1906 respectively.

Commercial Dispute Resolution

Commercial disputes are a mainstay of Jawdat's practice.

Recent examples include:

- ***CRF I Limited v Banco Nacional de Cuba and the Republic of Cuba*** [2023] EWHC 774 (Comm), a challenge by the former central bank of Cuba to the jurisdiction of the English Court to determine a creditor's claim to enforce historic Cuban sovereign debt.
- ***Harcus Sinclair LLP v Your Lawyers Limited*** [2021] UKSC 32 (SC), a case before the Supreme Court concerned with the question whether a restriction in a non-disclosure agreement signed in connection with the Volkswagen diesel emissions scandal constituted a solicitor's undertaking enforceable by the Court pursuant to its inherent supervisory jurisdiction over solicitors.

Selected earlier cases include:

- ***Yukos Finance BV & Others v Lynch & Others*** [2019] EWHC 2621 (Comm), a dispute concerning an alleged fraudulent conspiracy to rig a bankruptcy auction in Russia.
- ***Stavrinides & Others v Bank of Cyprus*** [2019] EWHC 1328 (Ch), a fraudulent claim for the specific performance of an alleged settlement agreement.
- ***Meerza v Al Baho*** (2017), a case concerned with allegations of dishonesty in connection with the purchase of a property in London.
- ***C&S Associates v Enterprise Insurance Co*** [2015] EWHC 3757 (Comm), a case concerned with the repudiation by insurers of a claims handling agreement.

- **Demco Investment v Interamerican Life** (2010), a claim concerned with the allocation of liabilities in the context of a share sale and purchase agreement.
- **Magenta v British Telecom** (2009), a claim brought by a provider of network optimisation consultancy services against a large telecommunications company for breach of contract.

International Arbitration

Many of the disputes in connection with which Jawdat is engaged are resolved through confidential arbitration.

Recent examples include:

- An arbitration (current) concerned with the operation of a container terminal.
- An arbitration (2021) concerned with a claim under a policy of trade credit insurance.
- An arbitration (2021) concerned with the termination of bareboat charterparties for two oil and chemical tankers.
- An arbitration (2021) concerned with the effect of US sanctions on the rights of insureds under policies of D&O insurance.

Selected earlier examples include:

- A reinsurance dispute (2016) concerned with the question whether a term obliging a reinsured to exercise due skill and care was to be implied into a contract of reinsurance protecting a book of French property business.
- An insurance dispute (2016) concerned with the recoverability under a policy of insurance of the costs of an investigation conducted by the SEC in the US.
- Two arbitrations (2013, 2014) concerned with an insurer's liability to indemnify its insured under a policy of patent infringement liability insurance in connection with the settlement by the insured of claims that had been brought by two different brand-name manufacturers of pharmaceutical products.
- An arbitration (2013) concerned with an insurers' liability to indemnify its insured under a Bermuda Form policy in connection with claims for breast cancer allegedly suffered by post-menopausal women as a result of using the insured's hormone replacement therapy drug products.
- An arbitration (2013) concerned with an insurer's liability to indemnify its insured under a Bermuda Form policy in connection with claims for thromboembolic events allegedly suffered by women as a result of the use of the insured's transdermal contraceptive patch.
- A series of arbitrations (2011) concerned with a claim by the buyer of vessels on a bank refund guarantee, which had been provided by the seller as security for the first instalment of the purchase price of the vessels, and with allegations of fraudulent misrepresentation as to the identity of the seller of the vessels.
- An arbitration (2011) concerned with a captive insurer's liability to indemnify its insured under a Bermuda Form policy in connection with the cracking and severance of a structural brace on a major offshore platform.
- An arbitration (2010) brought by a bank against its political risks insurers in connection with the failure by a State-owned storage facility to store a cargo of petroleum products in favour of the bank until such time as it received instruction from the bank to release the same.
- An arbitration (2010) brought by a steel trader against its insurers under a policy of export credit insurance upon the failure by a supplier to ship goods under an underlying contract with the trader.

- Arbitrations (2010, 2009 and 2007) brought by reinsureds against their respective reinsurers which raised various issues concerned with the writing of gross loss-making business in the PA LMX reinsurance market in the 1990s.
- ***Sun Life & Phoenix v Lincoln National*** [2005] 1 Lloyd's Rep 606, CA, an arbitration by reinsureds against whole account reinsurers in connection with a portfolio of accident and health business, the reinsureds having previously made a claim against specific reinsurers. The appeal from this arbitration concerned the effect in a reinsurance dispute of a previous award and defined the limits of issue estoppel.
- ***The Gold Medal v Hopewell arbitration*** (2001), which was brought in Bermuda by the captive insurer of a large Minnesotan food producer against a Bermudian reinsurer in connection with the unlawful application of a pesticide in the US. The dispute involved questions, as a matter of Minnesotan law, as to the proper construction of the underlying insurance contract, physical loss and damage, and mitigation; as well as questions, as a matter of Bermudian law, as to the conduct of the captive insurer's defence.

Jawdat also regularly advises on issues of arbitration law and appears on arbitration and related applications. Examples include:

- ***Quadra Commodities SA & Others v International Bank of St-Petersburg JSC (In Liquidation)*** (2020), anti-suit injunctions granted to restrain the Defendant from prosecuting proceedings in Russia in breach of arbitration agreements between the parties.
- An arbitration application (2014) for mandatory and prohibitory injunctions in connection with a letter of credit relating to a cargo of naphtha.
- ***Cadogan Maritime v Turner Shipping*** [2013] EWHC 138, an application to challenge an arbitration award made in connection with the sale of a newbuild vessel.
- ***Cargill International v Afra General Trading*** (2012), an application for an anti-suit injunction restraining the defendant from prosecuting proceedings that had been commenced in Iran in breach of arbitration clauses in contracts for the supply of cargoes of sugar and grain.
- ***Noble Denton Middle East v Noble International*** (2010), an application to appoint an arbitrator pursuant to section 18 of the Arbitration Act 1996, which raised issues as to the scheme of the Act and the appropriate test to be applied on a section 18 application.
- ***Caisse Nationale de Prévoyance v Croft*** (2010), an application to remove a sole arbitrator for apparent (not actual) bias under section 24 of the Arbitration Act 1996. Although the arbitrator had not himself underwritten any of the risks in issue in the arbitration or personally been involved in its run-off, he had at one time been the run-off manager of a co-reinsurer of one of the risks. As some negotiations with the co-reinsurer had taken place 'on his watch', there was a real risk of apparent bias.
- ***Sun Life v CX Reinsurance*** [2004] Lloyd's Rep. IR 58, CA, an application for a stay of proceedings under section 9 of the Arbitration Act 1996. The application raised issues as to the formation of contract, incorporation of terms and the existence of arbitration agreement.

Jurisdiction / Conflict of Laws

Jawdat is regularly instructed in connection with jurisdictional disputes.

Recent examples include:

- ***CRF I Limited v Banco Nacional de Cuba and the Republic of Cuba*** [2023] EWHC 774 (Comm), a challenge by the former central bank of Cuba to the jurisdiction of the English Court to determine a creditor's claim to enforce historic Cuban sovereign debt.
- ***Quadra Commodities SA & Others v International Bank of St-Petersburg JSC (In Liquidation)*** (2020), anti-suit injunctions granted to

restrain the Defendant from prosecuting proceedings in Russia in breach of arbitration agreements between the parties.

Selected earlier examples include:

- **Augusta Due v Furtrans** (2017), an application for an order for the committal to prison of a director of a company upon a finding of contempt for breach of an anti-suit injunction by continuing to pursue foreign proceedings.
- **Quadra Commodities v Zar Macaron** (2016), an application for an anti-suit injunction restraining a party from pursuing foreign proceedings in breach of an arbitration clause.
- **Impala Warehousing v Wanxiang Resources** [2015] EWHC 811 (Comm), an application for a mandatory injunction requiring a defendant to discontinue foreign proceedings and a prohibitory injunction restraining the defendant from commencing proceedings otherwise than in accordance with an exclusive English jurisdiction clause in a warehousing contract.
- **Cargill International v Afra General Trading** (2012), an application for an anti-suit injunction restraining the defendant from prosecuting proceedings that had been commenced in Iran in breach of arbitration clauses in contracts for the supply of cargoes of sugar and grain.
- **FVH v Norstar** (2009), an application for an order declaring that the Court should not exercise its jurisdiction to try an action brought by sellers of vessels against their brokers, in which the sellers sought a declaration of non-liability for brokerage commission.
- A claim in arbitration (2007) to determine the law governing two transportation contracts subject to arbitration under the UNCITRAL Rules.
- **ESG v ACE** (2006), a claim concerning the meaning and effect of the words “Norwegian Arbitration Clause” in the context of Article 17(4) of the Lugano Convention.
- **Beazley v Horizon Offshore** [2005] Lloyd’s Rep. IR 231, where an anti-suit injunction was obtained by insurers at the outset of the proceedings.

Shipping & Commodities

Jawdat is regularly instructed on disputes arising out of time charters, voyage charters and bill of lading contracts, as well as ship casualty situations such as fires and groundings, unsafe ports and berths, and ship sale, construction and repair, as well as the trade, carriage and storage of commodities.

Recent examples include:

- **Quadra Commodities S.A. v XL Insurance Company SE** [2023] EWCA Civ 432 (CA), a case arising out of the Agroinvestgroup fraud concerned with the loss of cargoes of corn, wheat and barley.
- **Aramco Trading Fujairah FZE v Gulf Petrochem FZC (“The Kronviken”)** [2022] EWHC 57 (Comm), a case arising out of the Gulf Petrochem fraud in which a buyer of fuel oil, who paid against a letter of indemnity in the absence of the bills of lading, obtained a mandatory injunction against the seller following the arrest of the carrying vessel.
- An arbitration (2021) concerned with a claim under a policy of trade credit insurance for loss sustained in connection with contracts for the sale of cargoes of grain.
- An arbitration (2021) concerned with the termination of bareboat charterparties for two oil and chemical tankers.

Selected earlier cases include:

- **Mamancochet Mining v Aegis Managing Agency & Others** [2018] EWHC 2643 (Comm), [2018] 2 Lloyd's Rep. 441, an expedited claim for an indemnity under a marine cargo insurance policy for the loss of cargoes of steel billets shipped to Iran.
- Advising with respect to the consequences on the rights of parties to a time charterparty of an allision in the Suez Canal (2017).
- A claim concerned with the alleged contamination of a cargo of low sulphur fuel oil and the question whether a load port certificate of quality was conclusive and binding on the parties (2016).
- A claim concerned with the safety of a port in West Africa following the outbreak of the Ebola virus (2016).
- **Impala Warehousing v Wanxiang Resources** [2015] EWHC 811 (Comm), a jurisdiction dispute in connection with a warehousing contract.
- A claim concerned with the alleged contamination of a cargo of jet fuel (2014).
- **Cargill International v Afra General Trading** (2012), an application for an anti-suit injunction restraining the defendant from prosecuting proceedings that had been commenced in Iran in breach of arbitration clauses in contracts for the supply of cargoes of sugar and grain.
- **Acergy Shipping v Sobrena** [2012] 1 All ER (Comm) 369, a claim brought by the owner of the pipe laying vessel 'Acergy Falcon' against a ship repair yard for loss and damage to the vessel caused by a fire.
- A series of three arbitrations (2011) concerned with a claim on a bank refund guarantee, which had been provided by the seller to the buyer of vessels as security for the first instalment of the purchase price of the vessels, and with allegations of fraudulent misrepresentation as to the identity of the seller of the vessels.
- An arbitration (2010) arising out of the grounding of a vessel in the Mississippi River, giving rise to a dispute as to the safety of the port for the vessel in question and the true cause of the groundings.
- An arbitration (2008) by an owner of a vessel to have been entitled to withdraw from or terminate a time charterparty for non-payment of hire, and a counterclaim by charterers to have been entitled to make various deductions from hire.

Commercial Fraud

The cases in connection with which Jawdat is instructed often involve an element of commercial fraud.

Recent examples include:

- **Quadra Commodities S.A. v XL Insurance Company SE** [2023] EWCA Civ 432 (CA), a case arising out of the Agroinvestgroup fraud concerned with the question whether an insured who had paid the purchase price had an insurable interest in unascertained goods.
- **CRF I Limited v Banco Nacional de Cuba and the Republic of Cuba** [2023] EWHC 774 (Comm), a challenge by the former central bank of Cuba to the jurisdiction of the English Court to determine a creditor's claim to enforce historic Cuban sovereign debt, in which the Defendants raised false allegations of bribery.
- **Aramco Trading Fujairah FZE v Gulf Petrochem FZC ("The Kronviken")** [2022] EWHC 57 (Comm), a case arising out of the Gulf Petrochem fraud in which a buyer of fuel oil, who paid against a letter of indemnity in the absence of the bills of lading, obtained a mandatory injunction against the seller.

Selected earlier examples include:

- **Yukos Finance BV & Others v Lynch & Others** [2019] EWHC 2621 (Comm), a dispute concerning an alleged fraudulent conspiracy

to rig a bankruptcy auction in Russia.

- ***Stavrinides & Others v Bank of Cyprus*** [2019] EWHC 1328 (Ch), a fraudulent claim for the specific performance of an alleged settlement agreement.
- ***Meerza v Al Baho*** (2017), a case concerned with allegations of dishonesty in connection with the purchase of a property in London.
- Advising a bank in relation to a possible fraud in a connection with US\$25 million credit facility (2010).
- ***Deutsche Bank & Others v Asia Pacific Telecom*** (2009), a claim which the new management of a Taiwanese mobile telecommunications company raised allegations of mis-selling and dishonest assistance against a major bank in connection with a US\$210 million syndicated loan.
- ***HSBC v 5th Avenue Partners & Others*** (2006), a claim in which private investors brought personal and proprietary claims against the perpetrator of a fraud and a major bank.
- ***Oceanic Bank and Trust Limited v MJ Select Global Ltd*** (2005), a claim before the Supreme Court of the Commonwealth of the Bahamas by the official liquidator of MJ Select, a US\$500 million international hedge fund, which raised issues of banking, regulatory and company law, as well as hedge fund management.
- ***Grupo Torras v Pictet Bank*** (2005), a claim before the Supreme Court of the Commonwealth of the Bahamas against the Bahamian subsidiaries of a Swiss private bank which raised issues of banking and trust law, dishonest assistance and knowing receipt.
- ***R+V Versicherung v RISK Insurance & Reinsurance*** [2006] Lloyd's Rep. IR 253, a claim brought by reinsurers against insurance intermediaries to determine whether a senior underwriter at the reinsurers conspired to defraud his employers by putting in place binding authorities with the intermediaries that paid large sums by way of commission to the detriment of the reinsurers.

Energy & Natural Resources

Jawdat has been instructed in a number of disputes in the field of energy and natural resources.

Recent examples include:

- ***Aramco Trading Fujairah FZE v Gulf Petrochem FZC ("The Kronviken")*** [2022] EWHC 57 (Comm), a case arising out of the Gulf Petrochem fraud in which a buyer of fuel oil, who paid against a letter of indemnity in the absence of the bills of lading, obtained a mandatory injunction against the seller.
- An arbitration (2021) concerned with the termination of bareboat charterparties for two oil and chemical tankers.

Selected Earlier cases include:

- ***Munich Re v Ascot*** [2019] EWHC 2768 (Comm), a dispute as to the proper construction of a facultative reinsurance policy provided in connection with an offshore construction project in the Gulf of Mexico.
- An arbitration application (2014) for mandatory and prohibitory injunctions in connection with a letter of credit relating to a cargo of naphtha.
- A dispute (2013) concerning an insurer's liability to indemnify an insured under a builder's all-risks policy of insurance in respect of physical damage to steel that had been used in the construction of jack-up rigs.
- ***Acergy Shipping v Sobrena*** [2012] 1 All ER (Comm) 369, a claim brought by the owner of the pipe laying vessel 'Acergy Falcon'

against a ship repair yard for loss and damage to the vessel caused by a fire.

- An arbitration (2011) concerned with a captive insurer's liability to indemnify its insured under a Bermuda Form policy in connection with the cracking and severance of a structural brace on a major offshore platform.
- Advising in **Noble Denton Middle East v Noble International** (2010) in connection with the move of a jack-up rig from Sharjah to Qatar.
- **Beazley v Horizon Offshore** (2005), a claim brought by the owners of the pipe laying vessel 'Gulf Horizon' against their insurers involving issues of misrepresentation, non-disclosure and unseaworthiness in connection with a policy of marine towage insurance.
- A claim in arbitration (2000) brought by the owners of a self-propelled semi-submersible drilling rig against her demise charterers in connection with the failure by the demise charterers properly to maintain and repair the rig.

Banking & Finance

Jawdat's practice regularly brings him into contact with banking and finance disputes, ranging from discrete issues arising under letters of credit to multi-million disputes arising under more complex arrangements. Examples include:

- Advising a trader in connection with a letter of credit relating to a cargo of naphtha (2014).
- Advising a bank in relation to a possible fraud in a connection with US\$25 million credit facility (2010).
- **Deutsche Bank & Others v Asia Pacific Telecom** (2009), a claim by the new management of a Taiwanese mobile telecommunications company which raised allegations of mis-selling and dishonest assistance against a major bank in connection with a US\$210 million syndicated loan.
- Advising an international bank in relation to a credit default swap transaction (2008).
- **HSBC v 5th Avenue Partners & Others** (2006), a claim in which private investors brought personal and proprietary claims against the perpetrator of a fraud and a major bank.
- **Oceanic Bank and Trust Limited v MJ Select Global Ltd** (2005), a claim before the Supreme Court of the Commonwealth of the Bahamas by the official liquidator of MJ Select, a US\$500 million international hedge fund, which raised issues of banking, regulatory and company law, as well as hedge fund management.
- **Grupo Torras v Pictet Bank** (2005), a claim before the Supreme Court of the Commonwealth of the Bahamas against the Bahamian subsidiaries of a Swiss private bank which raised issues of banking and trust law, dishonest assistance and knowing receipt.

Sanctions

Issues raised by US, EU and UK sanctions are becoming increasingly common.

Jawdat is currently engaged on behalf of members of the War Risks insurance market in **AerCap Ireland Limited v AIG Europe S.A. and Lloyd's Insurance Company S.A.** and in other leading cases concerned with the alleged loss of aircraft and engines leased to Russian airlines following the Russian invasion of Ukraine and the subsequent imposition of Western sanctions against Russia.

Other recent cases include:

- An arbitration (2021) concerned with the effect of US sanctions against Russian individuals on the rights of insureds under policies of D&O insurance.
- ***Mamancochet Mining v Aegis Managing Agency & Others*** [2018] EWHC 2643 (Comm), [2018] 2 Lloyd's Rep. 441, an expedited claim for an indemnity under a marine cargo insurance policy raising questions as to the applicability of US sanctions against Iran.

Appointments

Having been called to the Bar in October 1994, Jawdat joined 7 King's Bench Walk the following year after the successful completion of his pupillage and has practised from there ever since. Jawdat has lectured in contract law at St. Catherine's College, Oxford.

Education

Jawdat was educated at Cranleigh School (1984-89) and then at St. Catherine's College, Oxford (1990-93) where he obtained a First Class Honours degree in Jurisprudence and was awarded the prize for the best performance in the International Trade paper in finals. Jawdat was awarded the Denning Scholarship and a Sir Thomas More Bursary by Lincoln's Inn (1993-94).