

# Marcus Mander

Call: 2005

'A junior operating at the level of a silk.'

Commodities, Legal 500 2025



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Marcus Mander specialises in commercial litigation and arbitration and is recognised by the directories as a leading junior. Marcus won the “Junior of the Year” award for Shipping in the Legal 500 UK Awards 2018. He was also shortlisted for International Arbitration “Junior of the Year” in both the 2024 and 2019 Legal 500 UK awards, and for “Shipping Junior of the Year” at the Chambers UK Bar Awards in 2016 and 2025.

Notable cases in recent years include **V v. K** [2025] 2 Lloyd’s Rep. 90 (apparent bias and arbitrators’ duties of disclosure); **Tumpuan Megah Development v. ING Bank N.V.** [2025] 1 Lloyd’s Rep. 181 (issue estoppel and arbitration agreements); **SK Shipping Europe Ltd v. Capital VLCC 3 Corp.** [2022] 2 All E.R. (Comm) 784 (misrepresentation); **Enka Insaat vs Sanayi A.S. v. OOO Insurance Company Chubb** [2020] 1 W.L.R. 4117 (S.C.) (arbitration agreements; described by *The Lawyer* as “a landmark judgment that is likely to become the leading authority in this area”), **Generali Italia SpA v. Pelagic Fisheries Corp.** [2020] 1 W.L.R. 4211 (conflict of laws); **Clearlake Shipping Pte Ltd v. Xiang Da Marine Pte Ltd** [2020] 1 All E.R. (Comm) 61 (anti-suit injunctions); **The Cultural Foundation v. Beazley Furlonge Ltd** [2019] Lloyd’s Rep I.R. 12 (notification of insurance claims); **Natwest Markets v. Stallion 8 Shipping Co.** [2018] 2 Lloyd’s Rep. 601 (vessel arrests); and **PST Energy 7 Shipping LLC v. O.W. Bunker Malta (the “Res Cogitans”)** [2016] A.C. 1034 (sale of goods; described by Lloyd’s List as “the most spectacular shipping legal imbroglio so far this century”).

Marcus’s practice covers all areas of commercial law, from general commercial disputes to specialist areas such as shipping, insurance, reinsurance, international arbitration and civil fraud. He has acted in a wide variety of cases of different types and sizes, both on his own and as a junior. Before being called to the Bar, Marcus practised as a solicitor with the City firm Lovells (now Hogan Lovells). He was involved in a broad range of general corporate and commercial disputes and also gained valuable experience of non-contentious work. As a result, he understands the requirements of solicitors and their clients particularly well.

## Expertise

### Banking and Finance

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## Selected cases:

- acting for a feeder fund in a dispute with its custodian and administrator following the loss of the fund's investments of over \$350m with Bernard Maddoff
- acting for Natwest Markets in a dispute concerning the availability of cross-undertakings in damages as condition of ship arrests (*Natwest Markets v. Stallion 8 Shipping Co* [2018] 2 Lloyd's Rep. 601)
- acting for a Gibraltar bunker trader in a claim against a bank for losses of over \$80m arising out of unauthorised oil futures trading
- acting for a Marshallse SPV and a Greek bank successfully defending claims by a Chinese bank to have three guarantees declared void for fraudulent misrepresentation or concealment (*Alpha Bank A.E. v. Bank of Communications Co. Ltd* [2015] EWHC 3364 (Comm)).
- acting for a guarantor successfully defending a claim for summary judgment for US\$98m under a deed of guarantee given in respect of the obligations of two related companies under contracts for the construction of two semi-submersible drilling rigs (*CIMC Raffles Offshore (Singapore) Ltd v Shahin Holding S.A.* [2012] EWHC 1758 (Comm); and on appeal (led by Christopher Butcher QC) *CIMC Raffles Offshore (Singapore) Ltd v Shahin Holding S.A.* [2013] 2 All E.R. (Comm) 760);
- advising noteholders and an investment manager in relation to a claim to require the originator of a securitised loan to buy back the loan from the issuer of the notes under the terms of the loan purchase agreement, for breach of warranty (led by Jonathan Gaisman QC);
- acting for a representative noteholder in a claim by a trustee of notes issued pursuant to a securitisation of commercial mortgage-backed loans to determine the correct interpretation of the trust deed (led by Simon Mortimore QC) (*Deutsche Trustee Company Limited v Fleet Street Finance Three PLC* [2011] EWHC 2117 (Ch));
- acting on behalf of a pension fund seeking to recover its investment in a hedge fund on the fund's insolvency;
- acting on behalf of the liquidator of a hedge fund against the fund's former directors and administrator (led by Stephen Hofmeyr QC).

## Civil Fraud

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Marcus is frequently involved in disputes in this area. Recent cases include:

- acting for a lender in a claim to recover sums paid under a loan agreement which the borrower alleged had been forged
- acting for buyers under two rig construction contracts claiming damages in excess of US\$300m for fraudulent misrepresentation following late delivery of two semi-submersible drilling units.
- acting for an investment fund in a dispute with its custodian and administrator concerning the loss of the fund's investments amounting to over \$350m with Bernard Maddoff
- acting for a bunker trader in a claim against a bank for losses of over \$80m arising out of unauthorised oil futures trading by a 'rogue trader'
- acting for beneficiaries and their financing bank under a series of guarantees in a dispute with the guarantor bank seeking to avoid liability in excess of US\$27m on the grounds that the guarantees had been induced by fraudulent misrepresentations, non-disclosure and concealment (*Crescendo Maritime Co. v. Bank of Communications Co. Ltd* [2015] EWHC 3364 (Comm)).
- acting for insurers defending a claim of over US\$250m following a corruption scandal in the Pakistani power sector.

## Commercial Litigation

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Marcus practises in all areas of commercial law and regularly acts in general commercial disputes of all types and sizes. Examples include the following:

- acting for a security agent in successfully applying to strike out a claim brought against it seeking to relitigate a claim previously determined in its favour in arbitration (*Tumpuan Megah Development v. ING Bank N.V.* [2025] 1 Lloyd's Rep. 181).
- acting in an expedited claim for an anti-suit injunction to restrain proceedings in Russia seeking US\$500m in damages in favour of ICC arbitration in London (*Enka Insaat vs Sanayi A.S. v. OOO Insurance Company Chubb* [2020] 1 W.L.R. 4117 (S.C.))
- acting for a feeder fund in a dispute with its custodian and administrator seeking to recover the loss of investments of over \$350m with Bernard Maddoff
- acting for a bunker trader in a claim against a bank for losses of over \$80m arising out of unauthorised oil futures trading by a 'rogue trader'
- acting for a guarantor in successfully defending a claim for summary judgment under a guarantee given in respect of two rig construction contracts (*CIMC Raffles Offshore (Singapore) Ltd v Schahin Holding S.A.* [2013] 2 All E.R. (Comm) 760) (led by Christopher Butcher QC);
- acting for a seller in its successful claim to recover a deposit paid under a sale contract (*Griffon v Firodi* [2013] 2 All ER (Comm) 246, and on appeal [2014] 1 Lloyd's Rep. 471.
- acting on behalf of the majority shareholders in a Bahamian holding company defending a claim of unfair prejudice by a minority shareholder to a value of over US\$82m (led by Stephen Hofmeyr QC). This case involved both court proceedings (*Alexiou v Campbell* [2007] UKPC 11) and a subsequent arbitration;
- acting on behalf of a pension fund seeking to recover its investment in a hedge fund on the fund's insolvency;
- acting on behalf of the liquidator of a hedge fund against the fund's former directors and administrator;
- defending a claim for the alleged repudiation of an introducer's agreement involving the establishment of an offshore fund for the purposes of introducing new members to the Lloyd's market.

## Energy & Natural Resources

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Much of Marcus's work arises in this sector. Examples include:

- acting for reinsurers defending a claim for the total loss of a power plant following the Russian invasion of Ukraine
- acting for subrogated insurers seeking to recover sums paid following a fire at the Berezovskaya power plant in Russia (*Enka Insaat vs Sanayi A.S. v. OOO Insurance Company Chubb* [2020] 1 W.L.R. 4117 (S.C.))
- acting in a US\$500m dispute concerning intervention by the Colombian authorities in an electricity distribution business in Colombia
- acting for a financing bank seeking payment as assignee under thousands of contracts for marine fuels following the insolvency of the world's largest bunker trader (*PST Energy 7 Shipping LLC v. O.W. Bunker Malta (the "Res Cogitans")* [2016] UKSC 23, led by Robert Bright Q.C.);
- acting for insurers defending claims of over US\$150m arising from interruption to gas supplies to an LNG liquefaction plant in Egypt;

- acting for insurers in respect of claims of over US\$250m for the loss of four power ships detained following a corruption scandal in the Pakistani power sector;
- acting for the owners of an ammonia plant making claims for property damage and business interruption following damage to a converter and heat exchanger;
- acting for the owners of interests in North Sea oil and gas fields in claims for negligence following damage to a submarine pipeline.

## Insurance & Reinsurance

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Marcus has acted in a wide range of cases in this area.

### Selected cases:

- acting for reinsurers under a political violence reinsurance policy defending a claim in respect of damage to a powerplant and related business interruption losses of c. €200m following the Russian invasion of Ukraine
- acting for insurers under a lenders' interest / political risks policy defending a claim for c. US\$100m following the default of a Venezuelan equipment distributor as the result of the alleged expropriation of its business by the Venezuelan government and inability to convert local currency to USD
- acting for insurers under professional indemnity insurance policies defending claims for losses of c. £100m arising out of the provision of pensions transfer advice
- acting for insurers under mortgagees' indemnity insurance policies defending claims by US financiers for c. £60m in respect of the alleged clandestine sale and scrapping of a series of vessels by the borrowers / owners
- acting for subrogated insurers seeking to recover sums paid following a fire at the Berezovskaya power plant in Russia (**Enka Insaat vs Sanayi A.S. v. OOO Insurance Company Chubb** [2020] 1 W.L.R. 4117 (S.C))
- acting for insurers in a marine insurance dispute arising from the loss of a factory fishing vessel off the Gulf of Guinea (**Generali Italia SpA v. Pelagic Fisheries Corp.** [2020] 1 W.L.R. 4211)
- acting for political risk insurers defending a claim for c.\$500m following the alleged appropriation of the insured's power marketing and distribution business (led by Richard Waller QC)
- acting for excess insurers defending claims brought by arbitration award creditors under the Third Parties (Rights Against Insurers) Act 1930 (led by Peter Macdonald Eggers QC) **The Cultural Foundation v. Beazley Furlonge Ltd** [2018] EWHC 2548 (Comm)
- acting for professional indemnity insurers defending claims concerning sums of over \$80m paid as compensation to investors by the operator of an unregulated collective investment scheme
- acting for hull and machinery insurers defending a claim for \$45m following the loss of a fishing vessel
- acting for insurers under a trade credit policy defending a claim for losses under unpaid invoices
- acting for insurers defending claims under a trade disruption policy in excess of US\$150m following interruption to gas supplies to an LNG liquefaction plant (led by Richard Waller QC);
- acting for a special purpose reinsurer in a dispute concerning automatic commutation under a collateralised catastrophe excess of loss reinsurance policy;

- acting for insurers defending claims in excess of US\$250m under a marine war risks policy for the total loss of a number of power ships following the detention of the vessels due to suspected corruption, plus sue and labour expenses (led by Christopher Butcher QC);
- advising a US chemical company in relation to losses suffered in defending mass tort claims for damages for personal injury allegedly caused by a pesticide, and separately by silicone breast implants (led by Alistair Schaff QC);
- advising insurers under comprehensive crime policies as to their liability to their insured in relation to losses of over £100m arising from mortgage frauds;
- advising insurers under professional indemnity policies as to their liability to their insured in relation to claims of over £36m concerning the negligent design and marketing of a film finance tax avoidance scheme (led by Christopher Butcher QC);
- acting for reinsurers defending claims under “elemental” excess of loss reinsurance policies for losses incurred following the California brush fires of October 2007 (led by Christopher Butcher QC);
- acting for the owners of an ammonia plant in Trinidad and Tobago making claims for property damage and business interruption following damage to a converter and heat exchanger;
- acting for the captive insurer of a large US pharmaceutical company seeking to recover losses of over US\$250m (Bermuda Form arbitration)(led by Gavin Kealey QC);
- acting for the captive insurer of a large US chemical company seeking to recover property damage and business interruption losses following damage to several chemical plants caused by Hurricanes Katrina and Rita, and separately by a furnace explosion (led by Christopher Butcher QC);
- acting for insurers claiming against a risk surveyor for negligently failing to alert it to a number of fire risks following a fire at a meat processing factory;
- acting for reinsurers seeking to avoid a back-up excess of loss reinsurance policy for non-disclosure and misrepresentation of the business contained in a marine reinsurance account (led by Alistair Schaff QC);
- acting for reinsurers in a dispute under a reinsurance treaty raising concerning the recoverability of sums paid under commutation agreements and the scope of a “follow the settlements” clause;
- Marcus has acted in numerous other insurance and reinsurance cases details of which can be provided on request.

## International Arbitration

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The majority of Marcus’s work comprises disputes which are referred to arbitration and he therefore has considerable experience in this area. He was shortlisted for International Arbitration “Junior of the Year” in both the 2024 and 2019 Legal 500 UK awards, and has acted in many different forms of arbitration, from ad hoc arbitrations to arbitrations before the LMAA, under ARIAS Arbitration Rules, international arbitrations before the LCIA and ICC, in this country and overseas. Marcus also has considerable experience in both challenging and defending arbitral awards in the courts under ss.67, 68 and 69 of the Arbitration Act, of actions to enforce awards under s.66, of applications to stay proceedings under s. 9, and of claims to enforce arbitration agreements by anti-suit injunction. Examples include:

- Defending challenges to an arbitral award under ss. 67 and 68 of the Arbitration Act 1996 on the grounds of apparent bias arising from an alleged failure by an arbitrator to disclose prior arbitral appointments by the defendant’s solicitors (*V v. K* [2025] 2 Lloyd’s Rep. 90);
- acting for award creditors seeking to stay or strike out court proceedings brought in breach of an arbitration agreement and to relitigate a dispute previously determined in arbitration (*Tumpuan Megah Development v. ING Bank N.V.* [2025] 1 Lloyd’s Rep.

181);

- acting for reinsurers defending a claim in respect of damage to a powerplant and related losses of c. €200m following the Russian invasion of Ukraine
- acting for insurers under a lenders' interest / political risks policy defending a claim for c. US\$100m following the borrower's default as the result of the alleged expropriation of its business by the Venezuelan government
- acting for subrogated insurers defending an application for an anti-suit injunction to restrain proceedings in Russia in favour of ICC arbitration in London (*Enka Insaat vs Sanayi A.S. v. OOO Insurance Company Chubb* [2020] 1 W.L.R. 4117 (S.C.) (described by *The Lawyer* as "a landmark judgment that is likely to become the leading authority in this area");
- *PST Energy 7 Shipping LLC v. O.W. Bunker Malta (the "Res Cogitans")* [2016] UKSC 23 (successfully defended appeals under s.69);
- *Griffon Shipping LLC v Firodi Shipping Ltd (the "Griffon")* [2013] 2 All ER (Comm) 246, and on appeal [2014] 1 Lloyd's Rep. 471 (successfully appealed under s.69);
- *West Tankers Inc v Allianz SPA (the "Front Comor")* [2012] Bus LR 1701 (CA) (successful application under s.66);
- *West Tankers Inc v Allianz SpA & Anor* [2012] 2 All ER 854 (Comm) (successful appeal under s.69).

## Jurisdiction/Conflicts of Laws

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Marcus is often instructed in cases involving parties from outside the jurisdiction which raise questions of foreign law or give rise to jurisdictional disputes. Amongst other cases, Marcus was instructed in *Tumpuan Megah Development v. ING Bank N.V.* [2025] 1 Lloyd's Rep. 181 (which concerned an application to strike out proceedings seeking to relitigate a dispute determined in parallel proceedings in Malaysia); *Enka Insaat vs Sanayi A.S. v. OOO Insurance Company Chubb* [2020] 1 W.L.R. 4117 (S.C.) (concerning the governing law of arbitration agreements and anti-suit injunctions to restrain foreign proceedings, described by *The Lawyer* as "a landmark judgment that is likely to become the leading authority in this area"). He was also instructed in the long-running jurisdictional battle between West Tankers and Allianz SpA concerning *The Front Comor*, and acted successfully for West Tankers (led by David Bailey QC) in both *West Tankers Inc v Allianz SpA* [2012] Bus LR 1701 (CA) and *West Tankers Inc v Allianz SpA* [2012] 2 All ER 854 (Comm). Another recent example is, *Clearlake Shipping Pte Ltd v. Xiang Da Marine Pte Ltd* [2020] 1 All E.R. (Comm) 61, in which Marcus acted for charterers seeking to restrain proceedings in Singapore brought in breach of English jurisdiction agreements.

Other notable cases include *Crescendo Maritime Co. v. Bank of Communications Co. Ltd* [2015] EWHC 3364 (Comm) (in which a bank commenced proceedings in China seeking to have English law bank guarantees declared void pursuant to Chinese tort law. The English court granted a permanent anti-suit injunction restraining the bank from pursuing proceedings in China); and *ING Bank N.V. v Stena Bulk AB* [2015] EWHC 3346 (court refused to grant worldwide anti-suit injunction restraining the arrest of the defendants' vessels).

## Shipping

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### Selected cases:

- Marcus has acted in a wide range of cases in this area. He won the "Junior of the Year" award for Shipping in the Legal 500 UK Awards 2018, and was shortlisted for "Shipping Junior of the Year" at the Chambers UK Bar Awards in both 2016 and 2025.
- Marcus recently acted for the successful defendant in *V v. K* [2025] 2 Lloyd's Rep. 90 resisting challenges to an arbitral award under ss. 67 and 68 of the Arbitration Act 1996 on grounds of apparent bias and alleged breach by an arbitrator of a duty to disclose prior arbitral appointments by the defendant's solicitor.
- Marcus acted for ING Bank N.V. in successfully defending claims by ship owners in the *Res Cogitans* dispute arising out of the

collapse of the O.W. Bunker group (*PST Energy 7 Shipping LLC v. O.W. Bunker Malta (the "Res Cogitans")* [2016] UKSC 23 (described by Lloyd's List as "the most spectacular shipping legal imbroglio so far this century"). He has since acted in numerous arbitrations and in court proceedings to resolve further disputes arising out of the long-running insolvency, of which a recent notable example is *Tumpuan Megah Development v. ING Bank N.V.* [2025] 1 Lloyd's Rep. 181.

- He also acted in *SK Shipping Europe Ltd v. Capital VLCC 3 Corp.* [2021] 2 Lloyd's Rep. 109 and on appeal [2022] 2 All E.R. (Comm) 784, (a claim for rescission of a charterparty for misrepresentation of the vessel's speed and consumption performance); in *Generali Italia SpA v. Pelagic Fisheries Corp.* [2020] 1 W.L.R. 4211 (a dispute concerning the loss of a factory fishing vessel off the Gulf of Guinea) and in *Clearlake Shipping Pte Ltd v. Xiang Da Marine Pte Ltd* [2020] 1 All E.R. (Comm) 61 (in which he acted for charterers defending claims by vessel owners under letters of indemnity following the arrest of their vessel by Chinese cargo receivers).
- Other notable recent cases include *Natwest Markets v. Stallion 8 Shipping Co* [2018] 2 Lloyd's Rep. 601 a ship finance dispute concerning the availability of cross-undertakings in damages as a condition of ship arrests.
- Another area of expertise is shipbuilding, where Marcus has been instructed in a considerable variety of disputes, often involving Korean or Chinese shipyards, principally under amended versions of the SAJ form. Examples include disputes concerning late delivery, amounts payable under refund guarantees, the recovery of instalments, defects discovered following delivery, construction quality disputes, allegations of illegality arising from contract backdating, and force majeure disputes, amongst many other issues. These include acting successfully for eleven single-ship companies defending claims for wrongful termination to a value of over US\$240m, and thereafter successfully defending an appeal under s.68 Arbitration Act 1996 (led by David Bailey QC); acting for three further single-ship companies defending similar claims for US\$96m (also led by David Bailey QC); and acting for the buyers of semi-submersible drilling rigs claiming damages for breach of contract and misrepresentation of approximately US\$360m (led by Helen Davies QC).
- Marcus is also known for disputes concerning the sale of ships, and has particular familiarity with contracts on the Norwegian Sale Form. Issues have included disputed cancellations and claims in respect of damage discovered following delivery. Amongst other cases, Marcus acted for the successful defendant in *V v. K* [2025] 2 Lloyd's Rep. 90 in defending a challenge to an award of a 15% deposit to a seller on grounds of alleged apparent bias by an arbitrator. Marcus also acted for the seller in its claim for an unpaid deposit under the NSF 1993 in *Griffon Shipping LLC v Firodi Shipping Ltd (the "Griffon")* [2013] 2 All ER (Comm) 246, and on appeal [2014] 1 Lloyd's Rep. 471.

## Memberships

Marcus is a member of COMBAR, the British Insurance Law Association, the Admiralty Bar Group and the Commercial Fraud Lawyers' Association.

## Appointments

Member of Lloyd's Arbitration Scheme Arbitrators Panel – Tiers 1 and 2

## Education

Peterhouse, Cambridge: MA in History, double first class (1997)

Lovells, London: Solicitor (2001) Solicitor-Advocate (All Higher Courts) (2003)