

Sir Julian Flaux

Call: 1978 | Silk: 1994



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From February 2021 until his retirement from the judiciary in October 2025, Sir Julian Flaux was the Chancellor of the High Court with responsibility for the Chancery Division and for the day-to-day operation of the Business and Property Courts both in London and in seven regional centres.

He practised as a barrister at 7 King's Bench Walk from 1979 until 2007, being appointed Queen's Counsel in 1994. He was appointed a Deputy High Court Judge in 2002. He was joint head of Chambers from 2002 until 2007.

In May 2007 he was appointed a High Court Judge in the Queen's Bench Division. He sat regularly in the Commercial Court and was Judge in Charge of the Commercial Court from July 2014 until December 2015.

As a High Court Judge, in addition to his work in the Commercial Court, he presided over cases in the general Queen's Bench Division list, the Administrative Court and conducted a substantial number of criminal trials.

He was a Presiding Judge of the Midland Circuit between 2010 and 2013, trying the most serious criminal cases.

He was the Chair of the Special Immigration Appeals Commission from January to December 2016, having been a nominated Judge since 2013.

He was Chair of the High Court Judges Association from January to December 2016.

He was promoted to the Court of Appeal in December 2016. In the Court of Appeal, he sat in both the Civil and Criminal Divisions of the Court. In the Civil Division his work covered the whole range of the work of the Court, although as Chancellor he presided primarily over appeals from the Business and Property Courts and from the Competition Appeal Tribunal.

He was the Supervising Lord Justice of the Commercial Court from February 2020. He was Lead Judge for International Relations from November 2019 until February 2021 when he became Chancellor.

At the Bar, he had a broad practice in all areas of commercial law, particularly in marine and non-marine insurance and reinsurance, shipping, banking and finance, international sale of goods, energy disputes, professional negligence (including insurance brokers' and solicitors' negligence) and solicitors' regulation.

He led teams on several Bermuda Form arbitrations, in the Lloyd's litigation concerning the writing of long-tail casualty and LMX

business and in the Film Finance Insurance litigation. He argued cases as a barrister in Bermuda and The Seychelles. He gave expert evidence on English commercial law in the United States and Sweden.

He acted as an arbitrator principally in insurance and reinsurance disputes.

In 2017 he sat as a Judge Arbitrator in the case of *Municipal Mutual Insurance v Equitas Insurance*. His Award was reversed subsequently by the Court of Appeal.

Set out below is a representative sample of the judgments he has delivered both as a High Court Judge and in the Court of Appeal in different areas of business.

Expertise

Insurance and Reinsurance

Liberty Mutual v Bath Racecourse [2025] EWCA Civ 153: Decision that the insureds in Covid business interruption claims had to give credit under the savings clause in the business interruption insurances for furlough payments received from the Government.

Unipolsai v Covea Insurance [2024] EWCA Civ 1110: Decision that the onset of the Covid 19 pandemic was a catastrophe for the purposes of a catastrophe excess of loss reinsurance.

Quadra Commodities v XL Insurance [2023] EWCA Civ 432: Decision that the insured had an insurable interest under marine insurance policy.

Arch Insurance and others v Financial Conduct Authority [2020] EWHC 2448 (Comm): Judgment with Butcher J sitting as a Divisional Court of the Financial List in a test case relating to coverage disputes under specimen business interruption policies concerning Covid 19. Partly upheld and partly reversed by Supreme Court.

Motor Insurers Bureau v Lewis [2019] EWCA Civ 909: Decision that EU Directive on compulsory motor insurance had direct effect against the Motor Insurers Bureau as an emanation of the state so that the Motor Insurers Bureau was liable to indemnify the claimant.

Axa Insurance v Financial Claims Solutions [2018] EWCA Civ 1330: Consideration of the award of exemplary damages in the context of fraudulent motor insurance claims and clarification of the circumstances in which they will be awarded.

McBride v UK Insurance [2017] EWCA Civ 144: Consideration of sums recoverable where, following motor accident, alternative vehicle is hired from credit hire company. In particular, the credit hire rate is not recoverable in full where credit hire company offers a nil excess in relation to hire of a prestige vehicle where ordinary car hire companies would not offer a nil excess.

Suez Fortune v Talbot Underwriting [2016] EWHC 1085 (Comm): On an application for relief against sanctions and for variation of an unless order, a substantial insurance claim was struck out for non-compliance with the unless order and the evidence of the beneficial owner was disbelieved.

Mitsui Insurance v Mayor's Office for Police & Crime [2013] EWHC 2734 (Comm). Decision that a raid by a gang of youths on the Sony warehouse in Enfield in August 2011 was a "riot" for the purposes of the Riot Damages Act 1886. Upheld on appeal.

AC Ward & Son v Catlin (Five) Ltd [2009] EWHC 3122 (Comm): Decision that a claim under an insurance for theft of cigarettes failed

since the lifting of an endorsement which excluded theft of cigarettes outside business hours unless stored in a secure place in the warehouse has been induced by non-disclosure or misrepresentation.

Byrne v Motor Insurers Bureau [2007] EWHC 1268 (QB); Decision that Untraced Drivers Agreement failed to comply with relevant European Directive and Secretary of State liable in principle to damages. Upheld on appeal [2009] QB 66.

Shipping

Alize 1954 & Anor v Allianz [2020] EWCA Civ 293: Defects in the vessel's passage plan and the relevant working chart rendered the vessel unseaworthy in breach of Article III rule 1 of the Hague-Visby Rules because neither recorded the necessary warning derived from the Notice to Mariners as to the channel being shallower than shown on the chart.

Stallion Eight Shipping Co. SA v Natwest Markets Plc [2018] EWCA Civ 2760: Judgment of the Court upholding refusal of Admiralty Judge to release a ship from arrest unless the arresting lender provided a cross-undertaking in damages. Held that requiring a cross-undertaking would impinge on the long-standing rules that the issue of a warrant of arrest was as of right and that damages were not recoverable for wrongful arrest unless there was bad faith or gross negligence.

Sea Tank Shipping v Vinnlustodin HF [2018] EWCA Civ 276: Decision that the so called package limitation in Article IV rule 5 of the Hague Rules is not applicable to bulk cargo. "Package or unit" in the rule means a physical item of cargo or a shipping unit not a unit of measurement. Examination of the *travaux préparatoires*.

Maersk Line v Kyokuyo Limited [2018] EWCA Civ 778: A contract of carriage was governed by the Hague-Visby rules where it provided for the issue of a bill of lading on demand, even though no bill of lading was ever in fact issued. The individual items of cargo not the container in which they were loaded were the "package or unit" for the purpose of limitation under the Rules.

SDTM v Continental Lines [2015] EWHC 1747 (Comm): The words "at the expenses and risk of Shippers/Charterers" in a voyage charter were sufficiently clear to transfer responsibility for loading and discharge and for any shortcomings in those operations to the charterers and the cargo interests.

Kuwait Rocks v AMN Bulkcarriers [2013] EWHC 865 (Comm): Decision that the obligation to pay hire promptly under a time charterparty was a condition of the contract, breach of which entitled the shipowner to claim damages. The judgment involved considering dicta in a number of earlier cases, although the point was one which had been previously undecided. The decision has since been followed by a number of commercial arbitrators.

Exportadora v AP Moller-Maersk [2010] EWHC 3224 (Comm): Damage to cargoes of grapes carried from Chile to Europe in the 2005/2006 season in refrigerated containers was not caused by poor packing, handling or stowage but by excessive periods when the power was off for which the carriers were responsible.

Banking and finance

Wirral Council v Indivior PLC [2025] EWCA Civ 40: Court of Appeal upheld judge's decision to strike out representative proceedings brought by a representative claimant on behalf of institutional and retail investors who claimed under sections 90 and 90A of the Financial Services and Markets Act 2000 in respect of alleged fraudulent statements and dishonest omissions in published information.

Banca Intesa Sanpaolo SpA v Comune di Venezia [2023] EWCA Civ 1482: Judgment decided that the judge at first instance had erred in principle in concluding that the relevant derivative transactions were speculative, in particular in failing to factor into his analysis that it was uncontested that the original swap was a valid contract which amounted to hedging. The Court of Appeal decided that the novation

and entering of the transactions did not turn what had previously been hedging into speculation.

Mints v PJSC National Bank Trust [2023] EWCA Civ 1132: Court of Appeal decision that a claim or cause of action was not a “fund” within the Sanctions and Anti-Money Laundering Act 2018 s.60(1) but an “economic resource”. Accordingly, the pursuit of proceedings by a party which was a “designated person” under the Russian sanctions regulations was not a breach of the regulations. The entry of judgment in that person’s favour would not constitute using the cause of action in exchange for funds, namely the judgment debt, in breach of the regulations and the Act nor would it constitute the making available of funds in breach of reg.12.

AlG Financial Products v Gruber [2020] EWCA Civ 31: Court of Appeal considered a deferred compensation plan which allowed a company’s employees to share in the risks and rewards of its business. The plan provided for the bank to pay part of its distributable profit into deferred compensation accounts (if it was profitable), but for those accounts to be used to absorb losses if it was loss-making. The Court held that properly construed, the plan only obliged the company to restore balances deducted because of losses if and when it was once again profit-making and the judge at first instance had erred in finding the contrary.

Arbitration

Federal Republic of Nigeria v Process & Industrial Developments [2025] EWCA Civ 715: Judgment holding that a non-party witness against whom the judge had made findings critical of his veracity had no right of appeal to the Court of Appeal because of section 68(4) of the Arbitration Act 1996.

Manchester City Football Club v Football Association [2021] EWCA Civ 1110: Judgment upholding judge’s decision to publish merits judgment on applications under sections 67 and 68 of the Arbitration Act 1996 and holding that the limitation on the right to appeal to the Court of Appeal in sections 67(4) and 68(4) did not apply.

A&B v C, D & E [2020] EWCA Civ 409: Decision that section 44(2)(a) of the Arbitration Act 1996 enables evidence to be taken from a witness who is not a party to the arbitration.

B.V. Scheepswerf Damen Gorinchem v The Marine Institute [2015] EWHC 1810 (Comm): Although delay in publishing an award was not in itself a ground of serious irregularity under s.68(2) of the Act, a delay of 12 months was inordinate. The applicant still had to show that this had caused a substantial injustice and that but for the delay the tribunal would have decided in its favour, which it could not do.

Primera Maritime (Hellas) Ltd v Jiangsu Eastern Heavy Industry Co Ltd [2013] EWHC 3066 (Comm): Judgment dismissing application under section 68 of Arbitration Act 1996 making point that under the section the question is whether there has been due process not the correctness of the tribunal’s decision.

Chantiers de l’Atlantique v Gaztransport [2011] EWHC 3383 (Comm): Decision that despite misleading evidence to the arbitration tribunal from the respondent’s witness, it would in all probability not have led to the tribunal reaching a different conclusion so the applicant could not show that the award was procured by fraud under section 68 of the Arbitration Act 1996.

Other commercial disputes

Kington SARL v Thames Water Utilities Ltd [2025] EWCA Civ 475: Judgment of the Court upholding decision of judge to sanction interim restructuring plan for Thames Water under Part 26A of the Companies Act 2006.

Dos Santos v Unite! [2024] EWCA Civ 1109: Decision restates the test for a “good arguable case” in the grant of a freezing injunction and allies it with “serious issue to be tried” in the case of other interlocutory injunctions.

Skatteforvaltningen v Solo Capital Partners [2022] EWCA Civ 234: Decision that claims by Danish tax Authority for refund of monies

obtained by fraudulent misrepresentation were not precluded by the so-called “Revenue Rule” that English courts have no jurisdiction to enforce foreign taxes.

Republic of Djibouti v Boreh [2016] EWHC 405 (Comm). Claims by the Republic alleged bribery and corruption against a former associate of the President, in relation to contracts for the construction and operation of new port facilities in Djibouti, which raised complex issues of fact and of foreign law. The judgment dismissed all the claims. Before the main judgment was handed down, by an earlier judgment Boreh v Republic of Djibouti [2015] EWHC 769 (Comm): it was found that the Court had been deliberately misled on freezing injunction application by the claimant’s solicitor. The injunction was set aside. Consideration of solicitor’s duty to the Court. Upheld on appeal: Gray v Boreh [2017] EWCA Civ 56.

Bonhams 1793 Limited v Lawson [2015] EWHC 3257 (Comm): Determination of dispute as to ownership of a rare Ferrari racing car sold at auction. Decision that a settlement agreement made 15 years previously was binding and made by an agent with authority.

CAN TV v ITV2 Limited [2015] EWHC 2840 (Comm): Whether a term was to be implied into a TV production agreement that the producer of reality TV programmes would not act in such a way as to damage the relationship of trust and confidence between the producer and the reality TV star.

Standard Chartered Bank v Independent Power Tanzania Limited [2015] EWHC 1697 (Comm): Effect of a clause waiving the right to raise the issue of *forum non conveniens* in a challenge to the jurisdiction of the English court and the scope of the doctrine of “privity of interest” in abuse of process cases.

OMV Petrom v Glencore [2015] EWHC 666 (Comm): Fraud on Romanian oil company as to quality of crude oil being supplied. Supplier aware that representations to commission agent being passed on to and relied upon by principal and so liable in deceit.

Astrazeneca v Albemarle [2011] EWHC 1574 (Comm): Right of first refusal in a supply agreement for ingredients in pharmaceutical products contractually binding and conferred a right on the claimant to be given an opportunity to match a third party offer, which the defendant had ignored, in breach of contract. Cited by Chitty on Contracts as one of the modern authorities on the reluctance of courts to find provisions in contracts void for uncertainty.

Competition appeals

Sony Interactive v Neill [2025] EWCA Civ 841: Decision on seven appeals from the Competition Appeal Tribunal (“CAT”) that litigation funding agreements where the funders’ return is a multiple of their outlay are valid and enforceable even though there is an express or implied cap by reference to the damages recovered.

Royal Mail Group v DAF Trucks [2024] EWCA Civ 181: Decision dismissing appeal against the level of follow-on damages awarded by the CAT for an infringement of competition law by a price-fixing cartel where the members of the cartel had adduced no evidence as to how it operated or the benefits they obtained from participation. The Court of Appeal endorsed the “broad axe” approach to quantification of damages adopted by the CAT.

Competition and Markets Authority v Volkswagen [2023] EWCA Civ 1506: Decision that section 26 of the Competition Act 1998 had extraterritorial effect. The CMA could therefore exercise its powers under that section against any entity where any member of that undertaking was present in the UK, as such a request imposed an obligation on the undertaking as a whole to comply with the notice.

Sainsbury’s Supermarkets Ltd v Mastercard Inc [2018] EWCA Civ 1536: Judgment of the Court that the setting of default multilateral interchange fees (“MIFs”) by the Mastercard and Visa card systems contravened competition law. Upheld in part by the Supreme Court.

Education

King's School Worcester

Worcester College Oxford (BA Jurisprudence: 1st Class Honours; BCL; MA)

Pupillage at 7 King's Bench Walk 1978-1979

Other positions

Former Chair of London Common Law and Commercial Bar Association.

Former Member of Executive of Commercial Bar Association.

Former Chair of Supporting Members Liaison Committee of London Maritime Arbitrators Association

Former Chair of Pegasus Scholarship Trust.

Former President of the British Insurance Law Association