

KEY DEVELOPMENTS UPDATE

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MESSAGE FROM KHAWAR QURESHI KC, HEAD OF MCNAIR INTERNATIONAL

In this edition of our update, the highlights include a seminal decision from the Privy Council clarifying the elements of a claim for fraudulent misrepresentation, confirmation that the UK/OFSI sanctions regime is susceptible to very limited legal challenge before the English Courts and a decision from an ICSID Tribunal dismissing a claim against China.

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- **ICSID tribunal dismisses German company’s unlawful expropriation claim against China on jurisdiction and merits grounds.** In *Hela Schwarz GmbH v People’s Republic of China (ICSID Case No. ARB/17/19)*, the tribunal dismissed all of the Claimant’s claims, worth over EUR 90 million, on jurisdiction and merits grounds.
- **English High Court addresses the core question of whether a solicitor’s “usual authority” extends to binding clients to contracts with third-party service providers.** In *A1 v P* [2025] EWHC 3372 (Comm), two challenges under Section 67 of the Arbitration Act 1996 were successful, with a third one barred by Section 73 AA 1996.
- **English High Court rejects Russian bank’s judicial review challenge to OFSI licence amendments.** In *PJSC VTB Bank v HM Treasury* [2025] EWHC 3359 (Admin), the Administrative Court rejected VTB’s challenge to OFSI’s decision to amend its general licence in respect of VTB to allow for deductions from the frozen funds of its UK subsidiary to pay other creditors.
- **QFC Court gives purposive interpretation to arbitration clause to find it was seated in the QFC.** In *L v M* [2025] QIC (F) 67, the QFC Civil and Commercial Court held that non-QFC entities can have their arbitration heard under the QFC Arbitration Regulations provided that their arbitration clause can properly be construed as selecting the QFC as the arbitral seat.
- **Singapore International Commercial Court dismisses an EU Member State’s attempt to set aside an ECT award.** In *DNZ v DOA* [2026] SGHC (I) 1, the Singapore High Court rejected the ‘Intra-EU objection’ on an EU Member State’s challenge to an arbitral award which contained a wide-ranging jurisdictional challenge.
- **Court of Appeal finds anti-suit injunction vital for proper conduct of arbitration.** In *LLC Eurochem North-West-2 v Tecnimont SpA* [2026] EWCA Civ 5, it was reaffirmed that English courts are empowered under Section 42 AA 1996 to enforce a tribunal’s peremptory order granting anti-suit relief.

UK PRIVY COUNCIL DELIVERS A DECISION THAT CHANGES ENGLISH LAW ON THE 'RELIANCE' ELEMENT OF A FRAUDULENT MISREPRESENTATION CLAIM

Credit Suisse Life (Bermuda) Ltd v Ivanishvili and ors [2025] UKPC 53

Introduction

By a judgment handed down on 24 November 2025, the UK Privy Council gave an important judgment in large-scale fraud proceedings arising out of claims relating to mismanagement of life insurance policy assets.

Background

The plaintiff, a former Prime Minister of Georgia, was advised by Mr. Lescaudron (his relationship manager at his bank) to transfer \$750m to the defendant (a Bermudian wholly-owned subsidiary of the bank) as premiums under two life insurance policies. In 2015, the plaintiff discovered Mr. Lescaudron was fraudulently dealing with policy assets (Mr. Lescaudron was subsequently convicted of fraud-related offences in Switzerland). In 2017, the plaintiff brought Bermudian claims alleging breaches of contract and fiduciary duties. In 2020, the plaintiff sought leave to amend to add a fraudulent misrepresentation claim, relying on implied representations allegedly made by Mr. Lescaudron on behalf of the defendant. Permission to amend was granted, and the plaintiff succeeded on his breach of contract claim and fraudulent misrepresentation claim. In relation to the fraudulent misrepresentation claim, the Court of Appeal of Bermuda allowed the defendant's appeal, holding that in order to establish liability for fraudulent misrepresentation it was necessary to show that the plaintiff had been consciously aware of the misrepresentation and understood it to have the meaning alleged, which the plaintiff had failed to do in this case. Furthermore, the fraudulent misrepresentation claim was brought outside the 3-year limitation period under Georgian Law.

Decision

The Privy Council largely dismissed the defendant's appeal, but allowed one ground of appeal relating to the start dates for assessment of damages for breach of contract.

As a matter of Bermudian Law (and English Law), there was no requirement that, at the point in time

when the plaintiff acted on the representation, the plaintiff was consciously aware of that representation and understood it to have been made. Misconceptions had crept into case law on the 'reliance' element of a fraudulent misrepresentation/deceit claim, including: (i) that a plaintiff which could not establish they were aware of and understood the representation could not demonstrate his 'reliance' upon it; (ii) that a plaintiff acting merely on an unconscious assumption could not be said to hold a false belief; and (iii) that requiring actual awareness was necessary to preserve a distinction between misrepresentation and non-disclosure. In cases of unclear/ambiguous words or conduct (or representations that would be false only if they bore one of multiple meanings) a plaintiff would, as a matter of practice, need to show he had understood the words and/or conduct which he relied on as constituting the relevant misrepresentation. However, that did not mean that to do so was a stipulated element of the cause of action. Thus, the Bermudian court had been entitled to find, regardless of whether the plaintiff had been consciously aware of the implied representations, that Mr. Lescaudron (acting on the defendant's behalf), by proposing the life insurance policies, had impliedly represented to the plaintiff that he did not intend to manage the assets fraudulently and the plaintiff had entered into the policies on the strength of that false belief.

However, by virtue of the rule of private international law known as the "double actionability rule" (namely, that a tort claim arising from a defendant's act in a foreign country was only actionable in Bermuda (or England) if it was actionable in both the foreign country and the forum) the fraudulent misrepresentation claim was time-barred under Georgian Law, and fell to be dismissed.

Concluding observations

Lord Leggatt's judgment provides for a significant change in the law relating to the 'reliance' element of a fraudulent misrepresentation claim.

The decision is available [here](#).

ICSID TRIBUNAL DISMISSES GERMAN COMPANY'S UNLAWFUL EXPROPRIATION CLAIM AGAINST CHINA ON JURISDICTION AND MERITS GROUNDS

Hela Schwarz GmbH v People's Republic of China (ICSID Case No. ARB/17/19)

Introduction

In its final award dated 10 December 2025, the arbitral tribunal composed of Daniel Bethlehem (president), Roland Ziadé (claimant's arbitrator) and Campbell McLachlan (respondent's arbitrator) (together the "Tribunal"), dismissed all of Hela Schwarz's (the "Claimant") claims, worth over EUR 90 million, on jurisdiction and merits grounds.

Background

The dispute arose from a major mixed use redevelopment project in Jinan. In 1996, the Claimant's wholly owned subsidiary, Ji'nan Hela Schwarz Food Co ("JHSF"), was established in Jinan. In 2001, JHSF obtained land use rights and built a series of buildings in order to carry out its food production activities. In 2009, Hela Schwarz learned that its land plot fell within the area of an urban redevelopment project. In 2013, local authorities enacted a freezing order prohibiting further construction in the area. The order was followed by the 2014 expropriation decision which was accompanied by an appraisal valuing the property around RMB 14 million.

JHSF unsuccessfully challenged the decision before the local courts. In August 2016 a compensation decision was issued by the Jinan municipality, offering JHSF approximately RMB 32 million and requesting it to vacate the premises. JHSF eventually left the factory, which was subsequently demolished, and its food licence was revoked.

Hela Schwarz considered the municipality's offer "wholly insufficient" and filed an ICSID arbitration in 2017. In its claim, Hela Schwarz alleged that China had unlawfully expropriated land use rights held by its subsidiary during the redevelopment and, consequently, breached its obligations under the China-Germany Bilateral Investment Treaty (the "BIT").

Decision

The Tribunal first dismissed two jurisdictional objections raised by China, finding that the dispute directly arose out of the investment, and that Hela Schwarz had met the BIT's amicable-resolution provisions before filing its claim.

The jurisdictional inquiry next focused on the language found in Article 9 of the Protocol to the BIT, whereby German investors are required to follow an "administrative review procedure" for three months before lodging an arbitration against

China and, if the dispute had been brought before Chinese courts, then arbitration was only allowed if the case could be withdrawn according to Chinese law.

The Tribunal interpreted the Protocol in the sense that the Hela Schwarz's case before local courts challenging the direct expropriation of its assets constituted a jurisdictional bar, since the case could not be withdrawn anymore. Conversely, the Claimant's failure to seek an administrative review of the revocation of its food producing licence in support of its alternative claim of indirect expropriation constituted another jurisdictional obstacle.

The Tribunal then started its review of the merits by analysing whether the Chinese court proceedings regarding the direct expropriation claims were tainted by a denial of justice. The Tribunal concluded that there was no evidence "of a manifest and egregious procedural violation" that could amount to a denial of justice.

The Tribunal then considered Hela Schwarz's claims of indirect expropriation that were not underpinned by the direct expropriation or the claims relating to the food licence revocation. In this respect, the Tribunal dismissed: (i) the allegations that the expropriation was unlawful for lack of a "public benefit" pursuant to the BIT and that the compensation was inadequate; and (ii) the arguments that fair and equitable treatment and due process were breached.

The Parties had agreed that the costs submissions should remain fully confidential. Therefore, the Tribunal issued a Confidential Codicil on Costs annexed to the award.

Concluding observations

The dismissal of all of the investors' claims (both jurisdictional and substantive) in this case demonstrate the challenges investors can face when asserting investment treaty breaches.

The decision is available [here](#).

ENGLISH HIGH COURT ADDRESSES THE CORE QUESTION OF WHETHER A SOLICITOR'S "USUAL AUTHORITY" EXTENDS TO BINDING CLIENTS TO CONTRACTS WITH THIRD-PARTY SERVICE PROVIDERS

A1 and ors v P [2025] EWHC 3372 (Comm)

Introduction

By a judgment of the Commercial Court handed down on 19 December 2025, the Claimants challenged an LCIA award under Section 67 of the Arbitration Act 1996 (the "Act"). A1, A2 and A3 (the "Claimants") sought to set aside an award that held them jointly and severally liable to pay P (the "Defendant") for intelligence services provided. The key issue was whether the Claimants were parties to the arbitration agreement included in a contract between P and a US law firm ("C") that had represented the Claimants in the related disputes.

Background

A3 and the Port Authority ("D") of Country 2 entered into a concession agreement to construct a new container terminal. D terminated the concession agreement prompting A3 to commence arbitration seeking damages for unlawful termination. A3 was represented by C. A1 had guaranteed the payment of A3's fees to C. C engaged P to provide investigative services in support of the arbitration pursuant to the P Agreement. A2 used P's findings in a notice of dispute submitted to Country 2 under a BIT with Country 1. Both disputes were subsequently settled. A2 paid P for information provided by P that was used in its BIT dispute. However, A1 and A3 denied liability to pay P.

P commenced arbitration against all three Claimants under the arbitration clause in the P Agreement claiming that it reasonably believed that the Claimants were its clients. The Tribunal found the Claimants jointly and severally liable to P holding that all three of the Claimants were party to the P Agreement and that C had the authority to bind both A1 and A3 to the P Agreement. The Claimants challenged the award on the basis that they were not parties to the P Agreement or the arbitration clause contained within it.

Decision

The Court set aside the Award in relation to A1 and A3, but upheld it against A2.

The core question was whether a solicitor's "usual authority" extended to binding clients to contracts with third-party service providers like P. The Court answered this question in the negative.

The Court distinguished between authority to incur third-party costs on behalf of a client (i.e. disbursements) and authority to enter the client into a direct contractual relationship. Solicitors did not have the "usual authority" to place clients in direct contractual relationships with third-parties. The Court also rejected the argument that A3 had ratified the arbitration agreement through its conduct. Furthermore, the Court stated that it was not clear to a lay or legal reader that the P Agreement purported to bind anyone other than C. Even if it did, it would not be clear which entity or entities were encompassed by the word "*Clients*" used in the P Agreement.

The Court rejected A2's argument that it had not granted C authority to enter into an arbitration agreement in accordance with the civil code of Country 1. The Court stated that this was a new argument and that A2 had not previously challenged the Tribunal's jurisdiction. As a result, A2's challenge was barred pursuant to Section 73 of the Act. In any event, the Court noted that this argument lacked merit.

Concluding observations

The judgment is an example of a rare successful section 67 challenge. Furthermore, the case underscores the limits of a solicitor's "usual authority".

The decision is available [here](#).

ENGLISH HIGH COURT REJECTS RUSSIAN BANK'S JUDICIAL REVIEW CHALLENGE TO OFSI LICENSE AMENDMENTS

PJSC VTB Bank v HM Treasury [2025] EWHC 3359 (Admin)

Introduction

By a judgment handed down on 19 December 2025, the High Court dismissed VTB's judicial review challenge to amendments made by the Office of Financial Sanctions Implementation ("OFSI") to a General Licence issued pursuant to the UK's Russia sanctions regime.

Background

In February 2022, VTB, Russia's second largest bank and majority owned by the Russian government, was sanctioned by the UK government. The UK government also imposed an asset freeze on VTB's UK subsidiary, VTB Capital plc ("VTBC") rendering VTBC insolvent. Following this, OFSI issued a General Licence to permit VTBC to make payments for: (a) its "basic needs"; (b) routine holding and maintenance charges; and (c) legal fees.

In December 2022, VTBC was placed into administration and joint administrators were appointed. OFSI then amended the General Licence permitting VTBC to make certain payments in relation to the insolvency proceedings. OFSI further amended the General Licence in May 2024 to support the implementation of a creditor's scheme of arrangement in accordance in English insolvency law.

However, VTB announced that it would not vote in favour of the scheme. VTB also took enforcement action over VTBC related assets in Russia. Once the joint administrators became aware of this, they informed OFSI that this risked placing VTB in a better position than other non-sanctioned creditors. In response, OFSI amended the General Licence again to prevent VTB from making a double recovery of assets (through the UK insolvency process and through the enforcement action in Russia) ("Amended Licence").

VTB brought judicial review proceedings arguing that the Amended Licence was unlawful on multiple substantive and procedural grounds under Section 38 of the Sanctions and Anti-Money Laundering Act 2018 ("SAML") and breached Article 6 ECHR.

Decision

The High Court dismissed VTB's challenge in its entirety.

Regarding the *Padfield* challenge, the Court rejected VTB's argument that the OFSI acted without proper purpose by attempting to confer a litigation advantage on the joint administrators against VTB. With reference to relevant case law, the Court found that the OFSI acted in accordance with the relevant statutory purposes of the sanction's regime. The purpose of the Amended Licence was also the same as the earlier versions of the General Licence.

VTB's challenges on rationality grounds were also rejected. The Court concluded that the premise of the Amended Licence was "*sensibly tailored to [deal] with the dangers flagged*" i.e. securing the continued application of the sanctions regime to VTB. The steps taken by the OFSI were well within the range of measures available to a rational decision maker.

The Court stated that Article 6 ECHR had not been engaged by the Amended Licence. Section 38 SAML already provided a framework through which a sanctioned person could ask the court to review whether its rights had been interfered with.

The Court also rejected arguments concerning lack of procedural fairness. There was no express duty to consult under the sanctions regulations. Nevertheless, VTB had been fully consulted on the proposed scheme of arrangement, a process which was lengthy and detailed. The Court also noted that the Amended Licence was time sensitive and required to prevent the further dissipation of assets. Therefore, a fresh consultation process in relation to the Amended Licence was not required.

Concluding observations

This decision affirms the wide regulatory discretion of the OFSI under the UK sanctions regime and confirms that the courts are unlikely to interfere with measures concerning the UK's sanctions regime.

The decision is available [here](#).

QFC COURT GIVES PURPOSIVE INTERPRETATION TO ARBITRATION CLAUSE TO FIND IT WAS SEATED IN THE QFC

L v M [2025] QIC (F) 67

Introduction

By a judgment handed down on 21 December 2025, the QFC Civil and Commercial Court – First Instance Circuit appointed a sole arbitrator for the purpose of determining disputes arising out of a labour supply contract between the parties and determined that the underlying arbitration be conducted under the QFC Arbitration Regulations 2005.

Background

The parties entered into a construction contract relating to Msheireb Downtown Doha Project (the “**Construction Contract**”) and, subsequently, into a subcontract referred to as a Labour Supply Contract (the “**Contract**”).

The Claimant commenced court proceedings claiming sums due under the Contract and obtained a judgment in its favour. On appeal, the judgment was overturned since the Contract contained an arbitration clause providing, in relevant part, that “[i]f a dispute cannot be settled amicably within 14 days ... the dispute may be referred by either party to be finally settled by arbitration” in accordance with the LCIA Rules by one arbitrator nominated by the Respondent. The clause also indicated that the arbitration shall take place in Qatar and the seat be the Qatar International Court and Dispute Resolution Centre in the QFC.

In light of the wording of the arbitration clause, the Claimant approached the QFC Court for the appointment of the arbitrator pursuant to the terms of the Contract.

Decision

The Court first addressed the issue of which legal regime applicable was in the case. The Court explained that, since both parties were non-QFC entities, two arbitration regimes may potentially apply: the Law No. 2 of 2017 Promulgating the Civil and Commercial Arbitration Law

(the “**2017 Arbitration Law**”) and the QFC Arbitration Regulations 2005 (the “**Arbitration Regulations**”).

The Court, by reference to the decision of the Appellate Division in *Cambridge* [2025] QIC (A) 6, reiterated that the jurisdiction of the QFC Court could only be extended by primary legislation. However, in reliance on the decision in *D v E* [2025] QIC (F) 38, the Court noted that the *Cambridge* decision did not prevent two non-QFC entities from choosing the QFC Court as the “*competent court*” of their arbitration where the seat is the State of Qatar. In *D v E*, the arbitration clause referred to the QICDRC as the seat of the arbitration. However, given that the QICDRC was not a legal entity, the clause was construed as choosing the QFC as the seat of the arbitration governed by the QFC Regulations.

Therefore, the Court determined that the 2017 Arbitration Law (being primary legislation) conferred jurisdiction on the Court to serve as the seat of arbitration proceedings between non-QFC entities. The Court went on to explain that the QFC Regulations were in existence when the 2017 Arbitration Law was promulgated. Accordingly, the Court concluded that non-QFC parties can select the QFC Court as the competent jurisdictional body in respect of arbitrations based in Qatar and this election extended to the QFC Regulations.

Accordingly, the Court decided to appoint a sole arbitration in accordance with Article 14 of the QFC Regulations.

Concluding observations

The judgment confirms that non-QFC entities can have their arbitration heard under the QFC Arbitration Regulations provided that their arbitration clause can properly be construed as selecting the QFC as the arbitral seat.

The decision is available [here](#).

SINGAPORE INTERNATIONAL COMMERCIAL COURT DISMISSES AN EU MEMBER STATE'S ATTEMPT TO SET ASIDE AN ECT AWARD

DNZ v DOA and anor [2026] SGHC(I) 1

Introduction

On 9 January 2026, the Singapore International Commercial Court ("SICC") dismissed Poland's application to set aside an Energy Charter Treaty ("ECT") arbitral award (Singapore seat), which contained a wide-ranging jurisdictional challenge.

Background

Two UK companies ("UK Investors") owned 72% of a project company in Poland. The remaining 28% was held by the non-EU parent company ("Parent Company") of the UK investors (who also indirectly owned 72% of the project company as a 100% shareholder of the UK Investors). The Parent Company commenced a BIT arbitration against Poland and the UK Investors commenced the ECT arbitration against Poland. Both arbitrations were heard by the same Tribunal who awarded damages against Poland in both disputes. Poland raised three jurisdictional objections and claimed a breach of public policy and natural justice.

Decision

The Intra-EU Objection: By applying the rules of interpretation of international treaties under the Vienna Convention on the Law of Treaties, the SICC dismissed the intra-EU objection, holding that the arbitration agreement under Article 26 ECT was governed by international law, not EU law. The principles in *Achmea* and *Komstroy*, including EU law primacy and autonomy, applied only within the EU legal order and did not bind a third-state court such as Singapore. The SICC determined that Article 26 created a multilateral consent to arbitrate owed by each ECT contracting party to all ECT contracting parties and was more than just a network of bilateral relationships, distinguishing it from a BIT. Furthermore, pursuant to Article 16 ECT, conflicting treaty provisions were to be construed in favour of the investor. The SICC also noted that even if a jurisdictional defect existed at the start of the arbitration (pre-Brexit transition), it would have been *cured* by the time of the award because the UK was no longer subject to EU law after 31 December 2020 (i.e. post transition).

The Subject-Matter Objection: Poland argued that the UK Investors did not have an "investment" within the meaning of Article 1(6) ECT and that their investment did not satisfy the *Salini* criteria. The SICC determined that an investment which satisfied the ECT definition of "investment" (here it did) did not need to also satisfy the *Salini* criteria, which originated from the interpretation of investment under the ICSID convention which did not define "investment".

The Fork-in-the-Road Objection: the SICC rejected Poland's argument that the dispute had already been submitted for resolution pursuant to the BIT dispute commenced by the Parent Company a day prior to the ECT dispute and as a consequence Poland's consent to arbitrate had been withheld pursuant to the fork-in-the-road provision in the ECT. This was because both arbitrations were commenced by different "investors".

Public policy: the SICC determined that the mere fact that ECT award might be contrary to EU law or EU public policy did not mean that upholding the award would be contrary to Singapore's public policy. The SICC confirmed that the public policy objection under Article 32(2)(ii) of the Model Law is a narrow one applying where upholding an award would "*shock the conscience*".

Natural justice: the SICC rejected Poland's argument that the Tribunal made errors in calculating the damages and did so without seeking the parties' input, holding that it was evident that Poland had a full opportunity to be heard and present its case on damages.

Concluding observations

The judgment highlights Singapore's attractiveness as the seat of arbitration, its commitment to the enforcement of arbitral awards and its ability to deal with complex issues of international law.

The decision is available [here](#).

COURT OF APPEAL FINDS ANTI-SUIT INJUNCTION VITAL FOR PROPER CONDUCT OF ARBITRATION

LLC Eurochem North West 2 v Techimont S.P.A and Ors [2026] EWCA Civ 5

Introduction

By judgment handed down on 13 January 2026, the English Court of Appeal considered whether English courts had the power under section 42 of the Arbitration Act 1996 (‘the Act’) to make an order enforcing/upholding a peremptory order of an arbitral tribunal granting anti-suit relief.

Background

Tecnimont and MT Russia (the “Respondents”) were engaged by NW2 (the “Claimant”) as engineering contractors to build a urea and ammonia plant in Russia. Three contracts were entered into providing for any disputes between the parties to be referred to London arbitration under the ICC Rules.

Tecnimont suspended performance under the contracts once NW2’s ultimate owner, Andrey Melnichenko, was added to the European Union’s sanctions list following Russia’s invasion of Ukraine. NW2 terminated the contracts due to alleged breach of contract and the Respondents commenced London arbitration against NW2.

NW2 initially participated in the arbitration but subsequently commenced parallel proceedings in the English and Russian courts. The English claims were dismissed.

The tribunal made peremptory orders against NW2 granting interim anti-suit relief to restrain and/or remedy proceedings brought by NW2 in Russia in breach of the arbitration agreement. The tribunal had the power to make such orders pursuant to Article 28 of the ICC Rules. NW2 applied to the Commercial Court seeking enforcement of the tribunal’s peremptory order pursuant to Section 42 of the Act.

The Commercial Court granted the Respondent’s the anti-suit relief in the form which the tribunal had ordered pursuant to Section 42 of the Act. The Commercial Court also granted leave to appeal. NW2 accepted that the tribunal had the power to make the original peremptory anti-suit orders but argued that the English courts had no power to enforce said order for anti-suit relief under Section 42 of the Act. NW2 argued that such power was confined to orders which are “*necessary for the proper and expeditious conduct of the arbitration proceedings*” only.

Decision

The Court of Appeal unanimously dismissed NW2’s appeal.

The Court of Appeal confirmed that a London seated arbitral tribunal has the authority under Section 41(5) of the Act to issue peremptory orders “*for any failure to comply with an order or directions of the tribunal, whether or not necessary for the proper and expeditious conduct of the arbitration*” (emphasis added). The Court of Appeal noted that the word “*any*” was of “*unlimited breadth*” meaning that Section 41(5) was not qualified or restricted in any way.

In any event, pursuant to Section 40(2)(a) of the Act, complying with an order or direction of the tribunal, which it has the power to make, was something that was “*necessary for the proper and expeditious conduct of the arbitration*”. It was clear that the anti-suit relief sought in this particular case was necessary for the proper and expeditious conduct of the arbitration. The purpose of anti-anti arbitration relief was to prevent or remedy anti-arbitration relief being sought or granted in the non-contractual forum. The Court of Appeal noted that a claimant contesting proceedings in the non-contractual forum could be deprived of sufficient resources and that it was “*self-evident*” that preventing that happening was concerned with the proper and expeditious conduct of the arbitration.

Furthermore, where a party fails to comply with the orders of the tribunal, the Court of Appeal confirmed that it has the power under Section 42 of the Act to give effect to the peremptory orders issued by the tribunal for anti-suit relief.

Concluding observations

The case confirms that English courts will support orders made by arbitral tribunals and will not permit parties to frustrate London-seated arbitrations by commencing parallel proceedings abroad.

The decision is available [here](#).