GOODWIN

Litigation Insights — July 2021

On behalf of the new and expanding Goodwin London litigation team I am delighted to welcome you to our first ever 'Litigation Insights': a series of quarterly updates on important and interesting developments for the dispute resolution community in England.

The last year has obviously been a time of great uncertainty and change that has and will continue to throw up issues that require resolution. As we chart a path forward there is certainly a sense, as indicated in the number of claims being issued, that the London courts will be in demand as a forum for the resolution of these disputes.

The courts have done an admirable job of adapting quickly to the demands of remote hearings and trials demonstrating the importance of investment in technology to ensure the smooth running of justice in order for London to maintain its position as the destination of choice for the resolution of international disputes. There are a number of benefits that have been uncovered by the forced use of technology and it is important that the disputes community embraces these into the future.

This is especially so as we emerge post-transition from the European Union into a new era and a new regime for the consideration of jurisdictional and enforcement issues. As this edition goes to press the European Commission has indicated that it does not consider that the UK should be allowed to accede to the Lugano Convention. It remains to be seen whether this is a question of politics and views may change, but for now we must fall back on the Hague Convention and the various bilateral agreements that exist with our friends on the continent. Expect some jurisdictional challenges!

On the case front we have seen a few decisions that demonstrate the importance of accurate drafting of dispute resolution clauses when it comes to providing for arbitration and also an interesting decision in the Phones 4U v Deutsche Telekom case which demonstrates that the courts will not accept attempts to circumvent disclosure obligations wherever possible.

We would very much welcome your thoughts on the issues we cover and particularly if there are areas that you would like us to cover in future editions. Finally, a reminder that the team are always delighted to deliver sessions on any topics of interest for in-house teams, large and small. If you would like us to do so, please do get in touch.

Oliver Glynn-Jones
UK Head of Litigation

News and Updates

CPR Update: Practice Direction 57AC — Trial Witness Statements

From 6 April 2021, witness statements for use at trial in the Business and Property Courts will have to comply with the new Practice Direction 57AC. PD 57AC applies to witness statements signed on or after 6 April 2021, and applies regardless of when the claim was issued.

The new PD requires careful consideration. It makes significant changes to the way in which trial witness statements are prepared in the Business and Property Courts. Broadly, PD 57AC: (i) restates the purpose and the requirements, in terms of preparation and content, of trial witness statements (see paragraphs 2 and 3 of PD 57AC); (ii) introduces new requirements in relation to the content of and certifications required to be made in trial witness statements (see paragraphs 3 and 4 of PD 57AC); and (iii) introduces sanctions where trial witness statements do not comply with the new PD 57AC (see paragraph 5 of PD 57AC).

As the new PD has not been in force long there is little judicial guidance on its practical application, but the following comments are of note:

- In *Global Display Solutions Ltd v NCR Financial Solutions Group Ltd* [2021] EWHC 1119 (Comm), Jacobs J commented that the new rules contemplate that witnesses will be shown contemporaneous documents, particularly those they had seen at the time of the relevant events (although the new PD did not apply to the witness statements in that case).
- At the 2021 open meeting of the Civil Procedure Rule Committee (CPRC) held on 14 May, when asked if it was acceptable under the new PD to show the witness additional documents after the witness statement has been served, Sir Geoffrey Voss responded "maybe".

This is clearly an area where case law and guidance will keep developing as to how this PD is to be applied.

Governing Law, Jurisdiction and Enforcement: Post-Brexit Transition Updates

Following the end of the Brexit transition period on 31 December 2020, it is important to keep in mind the changes that will apply from a UK perspective when considering and negotiating issues of governing law, jurisdiction and enforcement. The key changes are as follows:

- **Governing law:** The UK has adopted Rome I and Rome II (with minor amendments). UK and EU courts will continue to apply broadly the same rules and to uphold express choices of governing law.
- **Jurisdiction:** Previously the Recast Brussels Regulation and the Lugano Convention applied to uphold parties' express choice of forum. These rules no long apply. The UK has applied to join Lugano in its own right and is waiting for the unanimous approval of the convention countries (including the EU). In the meantime, the UK has re-joined the Hague Convention on Choice of Court Agreements. The Hague Convention only applies to exclusive jurisdiction clauses, and there is some ambiguity about its application to agreements entered into prior to 1 January 2021. If the Hague Convention does not apply, the question of governing law will be decided by the national courts hearing the dispute.
- **Enforcement:** the Recast Brussels Regulation no longer applies and the UK's application to join the Lugano Convention is pending (although the EU Commission recommended on 4 May 2021 that the EU Parliament and Council should reject the UK's application to join the Lugano Convention). There are reciprocal arrangements in place for the enforcement of judgments pursuant to the Hague Convention; UK judgments will be enforceable in the EU and other contracting states.

Court activity — issued claims

Whilst it can be a blunt instrument, there are probably few better indicators of the levels of litigation in the English courts than the statistics

detailing the number of issued claims. Given the pandemic backdrop over the majority of 2020 it is interesting to consider what impact this had on the prevalence of litigation in the English courts.

The last major economic dislocation following the great financial crisis of 2008 saw a subsequent surge of litigation in the UK courts that lasted for almost a decade. However, that surge took some time to materialise and while there was an expectation at the time that it would happen overnight, there was a period of 6-9 months in which very little litigation was commenced, certainly relative to what transpired.

The main theory behind this was that the dislocation was so stark that businesses just wanted to remain in existence and not take any action until they knew that the system was not going to break down entirely.

The Covid-19 pandemic provides another black swan event just over a decade after the GFC and although the reasons for economic dislocation are different, it might be reasonable to assume that the impact in terms of litigation prevalence would be similar. However, statistics released by the Ministry of Justice for the Business and Property Courts show some interesting trends which suggest that this time it might be different. While there has been a dramatic and expected drop off in cases issued in the Insolvency and Companies List because of the legislation brought in by the government to prevent Covid related insolvencies, Q3 and Q4 of 2020 in the Commercial Court and Financial List in particular showed that litigation activity was not only being maintained, but was actually rising.

In the Commercial Court, 472 cases were filed in the last 6 months of 2020. This compares to 406 in the same six months of 2019 and 391 the year before that. The 878 cases filed in total in 2020 in the Commercial Court is the largest number for at least the last six years. This is mirrored in the Financial List where, while recognising that it is a developing court, 34 cases were filed in the last half of 2020, compared to just 14 in the corresponding six months of the previous year.

There has been somewhat of a drop in these numbers for Q1 of 2021, however overall the numbers tend to suggest that the expected rise in litigation caused by the economic consequences of Covid-19 may be happening sooner than it did in the GFC and despite the unprecedented levels of government support. It remains to be seen how this will develop throughout the year.

Goodwin Gains Litigation Partner

We are delighted to announce that Hannah Field has joined us as a partner in the Goodwin litigation team in London.

Hannah brings more than 15 years of dispute resolution experience to the team. That work has seen her handle complex commercial cross-border and domestic disputes across a number of sectors, with a particular focus in the private equity space, where she has represented some of the market's biggest sponsors.

Hannah's addition to the team is a significant step as we look to the next stage of growth for our disputes capability in London and we warmly welcome her to Goodwin.

2021 Court Statistics and Trends

Chancery Division

Trial date windows (as of 4 June 2021):

Length of trial	Trial held within these dates	Final day for appointment to fix trial date
1 to 2 days	November 2021 to February 2022	5 July 2021
Between 2 and 5 days	April 2022 to July 2022	5 July 2021
Between 5 and 10 days	July 2022 to December 2022	5 July 2021
Over 10 days	October 2022 onwards	5 July 2021

Next available date to list an application hearing before a High Court Judge (as of 4 June 2021):

Time estimate	Next hearing date	Final day for appointment to fix application date
Half a day or less	July to October 2021	5 July 2021
1 day	October 2021	5 July 2021
More than 1 day	November 2021	5 July 2021

Commercial Court

Dates for trials (as of 15 June 2021):

Length of trial	Trial dates available not before
1 to 2 days	March 2022
2 to 3 days	March 2022
1 week	March 2022
2 to 3 weeks	June 2022
4 weeks or more	October 2022

Dates for application hearings (as of 15 June 2021):

Length of hearing	Hearing dates not available before
30 minutes	October 2021
1 hour	October 2021
1.5 to 2 hours	October 2021
Half a day	October 2021
1 day	February 2022

Case Highlights

Supreme Court Decision on Parent Company Liability for Actions of Subsidiary

In February 2021, the UK Supreme Court handed down its judgment in *Okpabi and others v Royal Dutch Shell Plc and another* [2021] UKSC 3. The decision relates to a joint venture in which Shell Petroleum Development Company of Nigeria Limited ("SPDC") had a 30% interest. The claimants allege that oil spills in Nigeria were caused by SPDC's negligence. SPDC is incorporated in Nigeria and is a subsidiary of the English incorporated Royal Dutch Shell Plc ("RDS").

The claimants argue that RDS owed them a duty of care because of: (i) its exercise of significant control over material aspects of SPDC's operations; and/or (ii) because it had assumed a high degree of responsibility for SPDC's operations, including in respect of health, safety and environmental policies. RDS challenged the ability of the claimants to commence the claim on the basis that the English court did not have jurisdiction to determine the claims, or alternatively that they should not exercise jurisdiction because there was no arguable case that RDS owed a duty of care.

The Supreme Court held that the Court of Appeal had made an error of law in relation to the procedure for determining the claim, that it had wrongly conducted a 'mini-trial' of the issues, and that there was a real issue to be tried. In reaching its decision, the Supreme Court made some notable observations in relation to the structure and operation of the group, and the exercise of control by the parent company. These issues are important in the context of acquisitions and restructuring, where the risk of liability in relation to historic conduct by a subsidiary may encroach on corporate structures and claims may be directed to the parent company.

Read our summary of this decision **here**.

Court of Appeal Ruling on Orders for Disclosure of Employees' Personal Devices

In *Phones 4U v Deutsche Telekom AG and others* [2021] EWCA Civ 116, the court ordered a number of defendants to write to employees and former employees to request that they voluntarily give IT consultants (engaged by the defendants) access to their personal mobile phones and emails so that the IT consultants could search for work-related communications.

The decision was upheld on appeal. The Court of Appeal held that the court had jurisdiction to order the defendants to request that third-party custodians voluntarily produce personal devices and emails stored on them. The reasoning given was (inter alia):

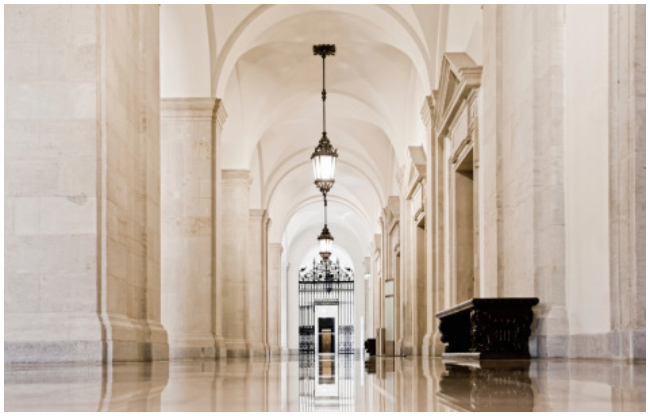
- Disclosure was an *"essentially pragmatic process aimed at ensuring that, so far as possible, the relevant documents are before the court at trial, to enable it to make just and fair decisions on the issues between the parties."* CPR Part 31 is *"expressly written in broad terms so as to allow the court maximum latitude to achieve this objective"* and was not *"intended to create an obstacle course for parties seeking reasonable disclosure."*
- Parties must make a reasonable search for adverse documents. In this case, it was at least *"reasonably possible"* that the work-related documents on the custodians' personal devices would be relevant to the issues in dispute.

- There are no limitations on who can be asked to participate in the search process and the court may require parties to proceedings to make requests of third parties to search for relevant documents.

This case was mentioned in *Berkeley Square Holdings Ltd and others v Lancer Property Asset Management Ltd and others* [2021] EWHC 849 (Ch), where the High Court continued the trend of gradually expanding the scope of "control" of documents for disclosure purposes. See our update on that case **here**.

Test for Committal for Contempt of Court Confirmed by the Court of Appeal

In *Ocado Group PLC and another v McKeeve* [2021] EWCA Civ 145, the Court of Appeal upheld an order to commit a solicitor for contempt of court after he instructed his client's IT staff to delete or disable electronic applications and accounts that were the subject of a search of premises and preservation of evidence order. The Court found that there was a strong *prima facie* case that the destruction occurred with a view to making it unavailable for disclosure. In addition, the Court held that an application used for private messaging (and that the solicitor instructed the IT manager to destroy) was "documentary material" which would be subject to the search order.



Liability of jointly and severally liable accessories

In *Equities CV v Ahmed* [2021] EWCA Civ 675, the Court of Appeal held that accessories who were jointly and severally liable with a principal as joint tortfeasors were liable to account only for the profits which they themselves had made from the wrongful acts, and not those profits made by the principal. Although in relation to IP infringement, Birss LJ stated he saw no reason why the principles applicable to an account of profits in fiduciary or dishonest assistance cases should differ from those applicable to this remedy in intellectual property cases.

Security for Costs, Cross-undertakings and Litigation Funding: Recent Guidance from the Court of Appeal

The Court of Appeal recently provided important guidance in *Rowe and others v Ingenious Media Holdings plc and others* [2021] EWCA Civ 29 in relation to whether a defendant that is seeking security should provide a cross-undertaking in damages. The Court of Appeal, in deciding that no cross-undertaking should have been required by the court at first instance, held that *"to require a defendant to provide a claimant with the benefit of a cross-undertaking in damages in return for security for costs should at the very least be an exceptional remedy."* A cross-undertaking should only be required in *"rare and exceptional cases."*

The Court of Appeal held that this principle was particularly applicable in circumstances where claimants are backed by commercial litigation funding. The Court of Appeal provided the following reasons in support of its view that *"only in even rarer and more exceptional cases"* should the court require a cross-undertaking where there is security provided by a funder:

- The costs incurred by litigation funders in providing security to a claimant are treated the same as other costs incurred by the funder and are not (subject to some exceptions) recoverable;

- Commercial funders are investors seeking to achieve a return on their investment. The provision of security for costs is part of the investment that can be incorporated into the funder's business model and the terms on which security is provided; and

- A commercial funder, who should be sufficiently capitalised, can defeat an application for security by providing evidence that it would be able to meet any adverse costs order. A funder that is not able to demonstrate this should not be able to pass on the costs of providing the security through obtaining a cross-undertaking.

Read more about this decision **here**.

Is Arbitration Possible with Conflicting Dispute Resolution Clauses?

In *Helice Leasing S.A.S v PT Garuda Indonesia* (Persero) TBK [2021] EWHC 99, the High Court was faced with conflicting dispute resolution clauses: an arbitration clause that referred *"any dispute"* to LCIA arbitration, and another clause that gave one party the option to *"proceed by appropriate court action"* in the case of an Event of Default, which included non-payment.

Court proceedings were commended by the lessor to recover rent arrears on the basis that this was an Event of Default. The lessee applied for a mandatory stay under section 9 of the Arbitration Act 1996 arguing that the inclusion of the conflicting dispute resolution clause was a drafting error and the parties intended all disputes to be referred to arbitration. The application succeeded, as the High Court found that the arbitration agreement overrode the reference to *"court action"* as a matter of commercial and practical common sense. The Court also found that the "court" referred to must have been the LCIA.

This case serves as a warning to parties to carefully check dispute resolution clauses for conflicting provisions, and if a carve out from an arbitration agreement is intended then this carve out should be drafted in an abundantly clear manner.

Court of Appeal Refuses to Recognise U.S. Federal Court Judgment

In *Adactive Media Inc v Ingrouille* [2021] EWCA Civ 313, the Court of refused to recognise a US$11 million judgment given by the United States District Court for the Central District of California (the "US Court") because it was contrary to section 32(1) of the Civil Jurisdiction and Judgments Act 1982.

The U.S. proceedings related to claims of breach of contract, breach of fiduciary duty and fraud in relation to a consultancy agreement between the parties. The consultancy agreement was governed by the law of the State of California and contained multiple provisions dealing with jurisdiction. One of the jurisdiction provisions required that any claims in relation to the misuse of confidential information were to be resolved by arbitration.

The claim that was commenced in the U.S. Court referred to alleged breaches in relation to the misuse of confidential information. Proceedings were then commenced in England to seek to enforce the judgment. Whereas the High Court had considered that there was some conflict between the different provisions, the Court of Appeal considered the general principle that *"parties are presumed to have intended the entire contract to take effect"* and held that there was no inconsistency between the different jurisdiction clauses. It held that the U.S. proceedings were contrary to the arbitration clause in the contract. The case is a reminder that English courts will not be bound by foreign decisions that arise out of proceedings which are contrary to agreed contractual dispute resolution provisions.

New ICC Rules 2021: The new ICC Rules of Arbitration entered into force on 1 January 2021. The changes include provision for virtual hearings, the process for joining an additional party to the arbitration, and a requirement to disclose third-party funding agreements.

Court of Appeal Confirms When a Trial Can be Adjourned Because of an Unavailable Witness

In *Bilta (UK) Ltd (in liquidation) v Tradition Financial Services Ltd* [2021] EWCA Civ 221, an order was made refusing an application to adjourn the trial where a witness was unable to attend to give evidence for medical reasons. This was notwithstanding that the witness was: (i) important to the party calling her; (ii) willing to give evidence (and positively wanted to give evidence to "clear" her name); and (iii) unable, through no fault of her

own, to give evidence at the time scheduled for the trial, but would be available at a later date, were the trial to be adjourned. The reasoning was (inter alia) that the Judge did not consider the application could justify *"standing out of the list a trial of this sort, so close to the hearing,"* (the application being heard on 11 January 2021 and the trial being due to begin on 25 January 2021).

On appeal the decision was upheld and the trial was adjourned. The Court of Appeal held that the following principles apply where an adjournment of a trial is sought on the grounds that a witness is unavailable:

- The test is whether the refusal of an adjournment will lead to an unfair trial, as a matter of the common law, Article 6 of the Human Rights Act 1998 or the overriding objective.
- It should not be assumed, when considering whether a particular outcome is fair, that only one outcome is fair.
- Fairness involves fairness to both parties. But, inconvenience to the other party is not a relevant countervailing factor and is usually not a reason to refuse an adjournment.

ICO Confirms Transfers of Data to SEC in the Public Interest

The UK Information Commissioner's Office ("ICO") has published a **letter** sent to the U.S. Securities and Exchange Commission. The ICO confirms that it is possible for SEC-regulated UK firms to transfer personal data to the U.S. where the transfer is necessary for important reasons of public interest (the derogation in Article 49(1)(d), GDPR). UK financial services firms and institutions that are required to transfer personal data to the U.S. to respond to SEC requests, and remain compliant with the GDPR, will view this as a welcome clarification. The ICO, however, has emphasised that reliance on an Article 49 derogation should not be relied on as the "rule," but must continue to be assessed on a case-by-case basis.

The ICO's letter provides reassurance to UK firms that documents containing personal data may be transferred to the SEC in response to regulatory requests and in the context of enforcement action. It will be interesting to see whether the ICO issues additional guidance in relation to transfers of personal data to other global regulators and authorities, and, if so, whether it will adopt the same position. In the meantime, provided that the tests set out in the ICO's letter are met, there are good reasons for firms to adopt the same approach in response to requests from other regulators.

Read more about this development and comments from our Data, Privacy and Cybersecurity team **here**.

High Court Compels Disclosure of Information by Cryptocurrency Exchanges Outside the Jurisdiction

In *Ion Science Lt v Persons Unknown* (Unreported, 21 December 2020), the court granted an *ex parte* application seeking disclosure of information from cryptocurrency exchanges based outside the UK, and the court found that cryptoassets can be treated as property and can therefore be subject to a freezing order. In addition, this case is the first where the court has considered the lex situs of cryptoassets.

Ion Science was the victim of a fraud involving the investment of significant amounts of cryptocurrency in a false ICO (initial coin offering). It applied for a proprietary injunction and a freezing order preventing the Persons Unknown who had committed the fraud from dealing with the assets, as well as disclosure orders against the Persons Unknown and the cryptocurrency exchanges.

The initial finding that cryptoassets can be treated as property was not surprising given the growing body of case law to support this finding. The novel element of this decision is that when considering permission to serve out of the jurisdiction, the court indicated that the lex situs of a cryptoasset is the place where the person or company who owns the cryptocurrency is domiciled, despite there being no authority on that point. In addition, the court granted permission for the *Bankers Trust* orders to be served out of the jurisdiction, which is of interest given previous uncertainty over whether such orders would be granted when there was no positive remedy sought from the exchanges.

The UK Jurisdiction Taskforce of Lawtech UK has released its Digital Dispute Resolution Rules to facilitate "the rapid, informal and cost-effective resolution of disputes arising out of novel digital technologies, particularly digital assets, smart contracts, blockchain and fintech" by way of a new arbitration procedure. See the consultation document **here**.

Detail required for notices of claim

In *Dodika Ltd v United Luck Group Holdings Ltd [2021] EWCA Civ 638,* the Court of Appeal found that the notice of claim in a tax covenant was valid because the buyer had provided "reasonable detail" of the matter, as required by the SPA on the basis that the notification provision did not precisely set out what needed to be included and the sellers already had prior knowledge of all of the relevant information. Nugee LJ held that a court should be "slow to reach" the conclusion that a notice was defective if it did not contain further information which would have served no useful purpose to the recipient.

Limitations of the Quincecare Duty Clarified

In *Phillip v Barclays Bank* [2021] EWHC 10 (Comm), the claimant was the victim of an authorised push payment ("APP") fraud, by which fraudsters deceived her and her husband into making payments of £700,000 to bank accounts in the UAE. She claimed that Barclays had failed to comply with a duty to protect her from the consequences of the payments and that Barclays' observance of that duty would have led to the transactions being questioned and either stopped or delayed.

The *Quincecare* duty (established in *Barclays Bank Plc v Quincecare* [1992] 4 All ER 363) requires a bank to refrain from executing a payment instruction if it has reasonable grounds to believe that the instruction is an attempt to misappropriate the funds of the account holder. It arises by virtue of an implied term of the contract between the bank and the customer or as a co-extensive duty in tort.

The High Court granted Barclays' summary judgment application on the basis that the claim attempted to extend the *Quincecare* duty to protect from the consequences of the claimant's own actions where the payment instruction given to Barclays was authorised and valid despite the APP fraud.

The decision clarifies that the *Quincecare* duty should be confined to cases where the suspicion which has been raised (or objectively ought to have been raised) is one of attempted misappropriation of the customer's funds by an agent of the customer. Where the customer is an individual, a bank is not required to second guess the customer's genuine instruction unless the raising of the suggested safeguarding questions is supported by some form of clearly recognised banking code.

In April 2021, the Court of Appeal in *Stanford International Bank Ltd v HSBC Bank plc* [2021] EWCA Civ 535 confirmed that Quincecare claims will generally not be available to insolvency practitioners looking to recover losses suffered by creditors following corporate insolvencies. Insolvency practitioners seeking recovery for creditors will have to demonstrate losses suffered by the company itself.

Court of Appeal on Narrow Reach of Reflective Loss Principle

In *Nectrus Ltd v UCP PLC* [2021] EWCA Civ 57, the Court of Appeal held that the rule against reflective loss does not apply to ex-shareholders. This decision

was in the context of an application for permission to appeal, which was rejected because the appellant was not a shareholder in the relevant company at the time that it brought its claim. It is one of a series of recent decisions refining the parameters of the no reflective loss rule, including the recent Supreme Court decision which clarified the scope of the rule — *Marex v Sevilleja* [2020] UKSC 31, which was considered by the Court of Appeal.

The Effect of the Subject to Contract Label on Email Negotiations — Golden Ocean and Joanne Properties

In a recent Court of Appeal decision (*Joanne Properties Ltd v Moneything Capital Ltd* [2020] EWCA Civ 1541), a party argued that email negotiations over a terms of a draft order that were stated as being "subject to contract" were enforceable because the material terms had been agreed, and therefore a binding agreement had been reached.

The first instance court agreed, but on appeal the Court of Appeal commented that the High Court judge had "seriously undervalued the force of the subject to contract label on the legal effect of the negotiations." The court noted that when "subject to contract" is used neither party intends to be bound either in law or in equity unless and until a formal contract is made, and each party reserves the right to withdraw until such time as a binding contract is made. Once negotiations have begun subject to contract, that condition is carried all the way through the negotiations unless the parties have agreed to the contrary either expressly or by implication.

This is a helpful reminder of the force of the "subject to contract" label, and can be compared with another Court of Appeal decision (*Golden Ocean v Salgaocar Mining Industries* [2012] EWCA Civ 265) where the court held that a series of email negotiations were binding on the parties because material terms had been agreed, even though the parties expected to draw up and execute a formal document containing those terms. In addition, the court found an electronic email sign off can be sufficient to constitute a signature for the purposes of Section 4 of the Statute of Frauds 1677.

Limitation period when cause of action accrues at midnight

In Matthew v Sedman [2021] UKSC 19 the Supreme Court unanimously held that where a cause of action accrues at midnight (a "midnight deadline case"), the following day will count towards the calculation of the limitation period for commencing proceedings. While the court noted the general rule that the day on which a cause of action accrues is excluded for limitation purposes, as the law rejects fractions of a day, it held that midnight deadline cases are an exception. In a midnight deadline case, the day following the midnight deadline is a complete, undivided day on which the claimant may start proceedings. This undivided day must be included for limitation purposes to avoid interfering with the time periods stipulated in the Limitation Act 1980, and prejudicing the defendant by providing the claimant with an additional day in which to issue its claim.

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