

David Lewis QC

**SILK: 2014 | CALL: 1999 (ENGLAND AND WALES); 2017
(BRITISH VIRGIN ISLANDS)**

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Languages: French (proficient)



Overview

David is a specialist advocate who took silk in 2014 at the age of 36. He practises in a wide range of general commercial and private international law disputes, with a particular emphasis on energy and natural resources, civil fraud and the conflict of laws.

A substantial amount of his work is in international arbitration. David has acted as lead counsel in arbitration hearings in numerous jurisdictions worldwide, including frequently in Singapore, where he was based permanently from 2009 to 2010. He was nominated for 'International Arbitration Silk of the Year 2019' by *The Legal 500*.

He has also appeared before the courts of the British Virgin Islands (BVI), the Cayman Islands and Gibraltar.

David is renowned for his strategic instincts as to how judges and arbitrators think, his incisive intellect and his responsiveness.

He also accepts appointments as arbitrator, and has acted as arbitrator under various institutional rules and ad hoc.

Education

- University of Oxford, St Edmund Hall: BA in Jurisprudence, First Class (1998)

Publications

- 'Cultural Considerations in Advocacy: The UK Perspective', in S Jagusch, P Pinsolle and T Foden (eds), *The Guide to Advocacy* (4th edn, 2019).

Professional memberships

- Arbitration Ireland
- Centre for Effective Dispute Resolution (CEDR)
- CIArb
- Commercial Bar Association
- Dubai International Financial Centre: Registered Practitioner
- Fraud Lawyers Association
- ICC
- LCIA
- LMAA: Supporting Member
- Scottish Arbitration Centre
- Singapore Chamber of Maritime Arbitration: Supporting Member
- Singapore Institute of Arbitrators
- Singapore International Commercial Court: Registered Foreign Lawyer

- Terminate in haste, repent at leisure: recent developments in the law of termination.
- Direct rights of action and anti-suit injunctions.
- Recent developments in arbitration law.
- JOA disputes – key legal issues.
- Illegality and fraud – effects on contract and arbitration proceedings.

Example cases

- *Marex Financial Ltd v Carlos Sevilleja Garcia* [2020] UKSC 31: leading Supreme Court case revisiting the rule against reflective loss and asking whether it barred tortious claims by unsecured creditors for alleged dissipation of company assets, following adverse judgment in relation to FOREX trading.
- *ED&F Man Capital Markets Ltd v Straits (Singapore) Pte Ltd* [2019] EWCA Civ. 2073: acted for defendant to US\$284 million multi-party fraud claim in jurisdictional dispute as to the importance of avoiding multiplicity of proceedings and the risk of irreconcilable judgments.
- *Eastern European Engineering Ltd v Vijay Construction (Proprietary) Ltd* [2018] BLR 555: acted for respondent successfully resisting worldwide freezing order sought in support of enforcement of Paris arbitration award relating to the construction of a hotel in Seychelles.
- *Uttam Galva v Gunvor Singapore Pte Ltd* [2018] 2 Lloyd's Rep 152: acted for respondent successfully resisting jurisdiction challenge to London Metal Exchange arbitration award arising out of bills of exchange used to pay for nickel.
- *Eli Lilly & Co v Genentech Inc* [2018] 1 WLR 1755: acted for US patentee challenging jurisdiction of the English courts to determine declarations of non-infringement in relation to the patent designations of other EU member states.
- *Xstrata Coal Queensland Pty Ltd v Benxi Iron & Steel (Group) International* [2017] 1 All ER (Comm) 299: acted for LMAA award creditor successfully reopening arbitration proceedings relating to coal sale contract after failed enforcement in China.
- *Emerald Bay Ltd and others v Bwin.Party Digital Entertainment Ltd* Civil Appeal no 7 of 2016, Gibraltar Court of Appeal: acted for respondent successfully resisting appeal against anti-suit injunction restraining New Jersey proceedings alleging fraudulent misrepresentations inducing sale of shares in an online gaming company.
- *English Electric Company v Alstom UK Ltd* [2016] EWCA Civ 1314: acted for respondent successfully resisting appeal against judgment determining corporate liability for historical exposure of industrial manufacturing employees to asbestos.
- *SARPD Oil International Ltd v Addax Energy SA* [2016] 1 CLC 336: acted for successful appellant challenging refusal to grant security for costs against BVI-incorporated claimant company refusing to disclose financial information.
- *Shipowners' Mutual Protection and Indemnity Association (Luxembourg) v Containerships Denizcilik Nakliyat ve Ticaret AS* [2016] 1 Lloyd's Rep 641: acted for appellant challenging anti-suit injunction restraining Turkish proceedings against an insurer brought under a direct action statute.
- *S v A & B* [2016] 1 Lloyd's Rep 605: acted for appellant challenging ad hoc arbitration award arising out of coal sale contract, on grounds of serious irregularity.

Arbitration

- *Times Trading Corp v National Bank of Fujairah* [2020] EWHC 1983 (Comm.), Commercial Court: application for extension of contractual time-bar under s. 12 of the Arbitration Act 1996 – attribution of conduct to respondent making reliance on time-bar unjust – discretion and delay.
- *Times Trading Corp v National Bank of Fujairah* [2020] 2 Lloyd's Rep. 317, Commercial Court: anti-suit injunction in support of arbitration – relevance of expiry of time-bar in contractual forum – conditional anti-suit relief.

- *Xstrata Coal Queensland Pty Ltd v Benxi Iron & Steel (Group) International* [2020] 1 Lloyd's Rep. 436, Commercial Court: LCIA Arbitration Award relating to coal sale contract – failed enforcement – successful application under s. 68 of the Arbitration Act 1996 to remit award after ten years for procedural irregularity.
- *Xstrata Coal Queensland Pty Ltd v Benxi Iron & Steel (Group) International* [2017] 1 All E.R. (Comm.) 299, Commercial Court: LCIA Arbitration Award relating to coal sale contract – failed enforcement – six-year extension of time under s. 79 of the Arbitration Act 1996 to correct ambiguity.
- *Shipowners' Mutual Protection and Indemnity Association (Luxembourg) v Containerships Denizcilik Nakliyat ve Ticaret AS*, [2016] 1 Lloyd's Rep. 641, Court of Appeal: anti-suit injunction in support of arbitration – third party direct action – “pay to be paid rule” – comity.
- *S v A & B* [2016] 1 Lloyd's Rep. 605, Commercial Court: extension of time to challenge ad hoc coal sale contract arbitration award – serious irregularity – fitness for purpose.
- *Parbulk II A/S v Heritage Maritime Ltd SA (The “Mahakam”)* [2012] 1 Lloyd's Rep. 87, Commercial Court: S. 69 appeal against arbitration award – Bareboat Charterparty – whether demands for future hire amounted to waiver of failure to pay hire instalment or to waiver of more general repudiatory breach – upholding an arbitration award on a point of law decided against Respondents to a s. 69 appeal – justifying a termination notice retrospectively on grounds not specifically identified in notice.
- *Sovarex v Romero* [2011] 2 Lloyds' Rep. 320, Commercial Court: enforcement of arbitration award relating to sale of sunflower seeds – proper procedure under s. 66 of the Arbitration Act 1996 – question of whether award debtor had participated in arbitral proceedings relating to jurisdiction – effect under Brussels Regulation of competing Spanish proceedings relating to validity of contract.
- *The Saldanha* [2011] Lloyd's Rep. 187, Commercial Court: seizure by pirates – whether vessel off-hire – appeal against arbitration award.
- *Inta Navigation Ltd v Ranch Investments Ltd* [2009] 1 C.L.C. 887, Commercial Court: sale of ship – right of first refusal – appeal against arbitration award – MOA conferring right of first refusal on buyers to purchase second newbuild vessel – whether resulting contract on Norwegian Saleform terms or on novation terms.
- *Sanhe Hope Full v Toepfer International* [2008] 1 Lloyds Rep. 458, Commercial Court: sale of goods – contract for sale of Brazilian soybeans – buyers in repudiatory breach – measure of damages – appeal from FOSFA Appeal Arbitration Award – FOSFA 22 clause 27 – whether sellers sustained any loss.
- *Bernuth Lines Ltd v High Seas Shipping Ltd* [2006] 1 Lloyd's Rep. 537, Commercial Court: arbitration application – initiation and conduct of arbitration exclusively by email – whether arbitration validly commenced and conducted.

Banking and financial services

- *Marex Financial Ltd v Carlos Sevilleja Garcia* [2020] UKSC 31, Supreme Court: leading case revisiting the rule against reflective loss and asking whether it barred tortious claims by unsecured creditors for alleged dissipation of company assets, following adverse judgment in relation to FOREX trading.
- *CIMC Raffles Offshore (Singapore) Ltd and Anr v Schahin Holding SA* [2013] 2 Lloyd's Rep. 575, Court of Appeal: guarantee for sums due under shipbuilding contract on delivery of drilling rigs – subsequent variation in shipbuilding contracts – whether guarantee discharged – whether subsequent variation within the “general purview” of the guarantee so that anti-discharge provisions could operate.
- *BNP Paribas SA v M. Zaman*, Commercial Court: Claims in relation to Forex Trading and discretionary share trading: parallel proceedings in Sultanate of Oman – non-exclusive jurisdiction clause – anti-suit injunction.
- *Credit Agricole Indosuez v Enron Capital & Trade Resources International Corp*, Commercial Court – Trade Finance Facility: effect of stay due to reorganization of Enron under Chapter 11 of the US Bankruptcy Code on English proceedings.

Civil fraud and asset tracing

- *Marex Financial Ltd v Carlos Sevilleja Garcia* [2020] UKSC 31, Supreme Court: leading case revisiting the rule against reflective loss and asking whether it barred tortious claims by unsecured creditors for alleged dissipation of company assets, following adverse judgment in relation to FOREX trading.
- *ED&F Man Capital Markets Ltd v Straits (Singapore) Pte Ltd* [2019] EWCA Civ. 2073, Court of Appeal: US\$284 million multi-party fraud claim – jurisdiction – the importance of avoiding multiplicity of proceedings and the risk of irreconcilable judgments.
- *Emerald Bay Ltd & Ors v Bwin.Party Digital Entertainment Ltd*, Civil Appeal No. 7 of 2016, Gibraltar Court of Appeal: alleged fraudulent misrepresentations inducing share sales – anti-suit injunction – Article 25 of the Brussels Regulation Recast – New Jersey online gaming market.

- *Zabihi v Janzemini* [2009] EWCA Civ 851, Court of Appeal – conversion of valuable jewellery: dishonest evidence – measure of damages – sufficiency of evidence – the rule in *Armorie v Delamirie* (1721) 1 Strange 505.
- *Newsat Holdings Ltd & Ors v Zani* [2006] 1 Lloyd’s Rep. 707, Commercial Court: alleged fraudulent misrepresentations relating to satellite rights – permission to serve out of the jurisdiction under CPR 6.20(8) – worldwide freezing order.
- *Hopkins v TL Dallas Ltd and Anor-* [2005] 1 B.C.L.C. 543, Chancery Division: alleged guarantees executed by director dismissed for dishonesty – whether guarantees tainted by dishonesty – assignment of guarantees to third party by liquidator.
- *Abdulrazaq v Modena Sportswagen HAndels GmbH* [2003] All ER (D) 298 (Feb), High Court: disputed claims over ownership of various Ferraris – order for delivery up.

Energy and infrastructure

- *Xstrata Coal Queensland Pty Ltd v Benxi Iron & Steel (Group) International* [2020] 1 Lloyd’s Rep. 436, Commercial Court: LCIA Arbitration Award relating to coal sale contract – failed enforcement – successful application under s. 68 of the Arbitration Act 1996 to remit award after ten years for procedural irregularity.
- *Xstrata Coal Queensland Pty Ltd v Benxi Iron & Steel (Group) International* [2017] 1 All E.R. (Comm.) 299, Commercial Court – LCIA Arbitration Award relating to coal sale contract – failed enforcement – six-year extension of time under s. 79 of the Arbitration Act 1996 to correct ambiguity.
- *SARPD Oil International Limited v Addax Energy SA* [2016] 1 CLC 336, Court of Appeal: security for costs against BVI claimant refusing to disclose financial information.
- *English Electric Company v Alstom UK Ltd* [2016] EWCA Civ 1314, Court of Appeal: corporate liability for historical exposure of industrial manufacturing employees to asbestos.
- *S v A & B* [2016] 1 Lloyd’s Rep. 605, Commercial Court: extension of time to challenge ad hoc coal sale contract arbitration award – serious irregularity – fitness for purpose.
- *Choil Trading SA v Addax Trading SA* (2009) 106 (39) L.S.G. 22, Commercial Court: joint venture arrangement for supply of oil – individual purchases of oil – jurisdiction under Article 17 of the Lugano Convention – whether jurisdiction agreements for individual purchases applicable to joint venture arrangement.
- *Contigroup Companies Inc v Glencore AG* [2005] 1 Lloyd’s Rep. 241, Commercial Court: damages for delay in delivery under contract for the sale of goods – available market for liquefied petroleum gas in South- East China – reasonableness of settlement of claims by Chinese receivers.

Jurisdiction, conflicts & enforcement

- *ED&F Man Capital Markets Ltd v Straits (Singapore) Pte Ltd* [2019] EWCA Civ. 2073, Court of Appeal: US\$284 million multi-party fraud claim – jurisdiction – the importance of avoiding multiplicity of proceedings and the risk of irreconcilable judgments.
- *Marex Financial Ltd v Carlos Sevilleja Garcia* [2017] EWHC 918 (Comm.), Commercial Court: alleged dissipation of company assets – freezing order – limits of the tort jurisdictional gateway for service out – scope of the *Lumley v Gye* tort and the tort of causing loss by unlawful means – rule against reflective loss.
- *Emerald Bay Ltd & Ors v Bwin.Party Digital Entertainment Ltd*, Civil Appeal No. 7 of 2016, Gibraltar Court of Appeal: alleged fraudulent misrepresentations inducing share sales – anti-suit injunction – Article 25 of the Brussels Regulation Recast – New Jersey online gaming market.
- *Shipowners’ Mutual Protection and Indemnity Association (Luxembourg) v Containerships Denizcilik Nakliyat ve Ticaret AS* [2016] 1 Lloyd’s Rep. 641, Court of Appeal: anti-suit injunction in support of arbitration third party direct action – “pay to be paid rule” – comity.
- *Sovarex v Romero* [2011] 2 Lloyd’s Rep. 320, Commercial Court: enforcement of arbitration award relating to sale of sunflower seeds – proper procedure under s. 66 of the Arbitration Act 1996 – question of whether award debtor had participated in arbitral proceedings relating to jurisdiction – effect under Brussels Regulation of competing Spanish proceedings relating to validity of contract.
- *FR Lurssen Werft GmbH v Halle* [2011] 1 Lloyd’s Rep. 265, Court of Appeal, [2010] 2 Lloyd’s Rep. 20, Commercial Court: shipbuilding – commission on sale of megayacht – governing law of commission agreement – Contracts (Applicable Law) Act 1990- Article 3(1) of the Rome Convention – *forum non conveniens*.
- *Choil Trading SA v Addax Trading SA*(2009) 106(39) L.S.G. 22, Commercial Court – joint venture arrangement for supply of oil – individual purchases of oil – jurisdiction under Article 17 of the Lugano Convention – whether jurisdiction agreements for individual purchases applicable to joint venture arrangement.
- *Galaxy Special Maritime Enterprise v Prima Ceylon Ltd* [2006] 2 Lloyd’s Law Rep. 27, Court of Appeal – grounding of

vessel in Sri Lanka – parallel proceedings in England and Sri Lanka – claim under Lloyd’s Average Bond for contributions to general average and salvage -appropriate forum.

- *Newsat Holdings Ltd & Ors v Zani* [2006] 1 Lloyd’s Rep. 707, Commercial Court – alleged fraudulent misrepresentations relating to satellite rights – permission to serve out of the jurisdiction under CPR 6.20(8) – worldwide freezing order.
- *Ace Insurance SA-NV (formerly Cigna) v Zurich Insurance Company*– appeal to the House of Lords – Brussels and Lugano Conventions – s. 49 of the CJA 1982 – compatibility of the discretionary power of forum non conveniens with the Conventions.
- *Latchin t/a Dinkha Latchin Associates v General Mediterranean Holdings SA* [2002] C.L.C. 330, Commercial Court – challenge to jurisdiction – Claimant bringing action against Luxembourg registered defendant, alleging domiciled in United Kingdom – Brussels Convention, Articles 2, 5(5) and 6(1) – forum non conveniens.
- *National Justice Compania Naviera S.A. v Prudential Assurance Company Limited (“the Ikarian Reefer”)*, Queen’s Bench – order for examination on and production of books and assets under RSC O. 48.1 – Brussels Convention, enforcement regime, Articles 16(5), 24.

Shipping

- *Times Trading Corp v National Bank of Fujairah* [2020] EWHC 1983 (Comm.), Commercial Court: application for extension of contractual time-bar under s. 12 of the Arbitration Act 1996 – attribution of conduct to respondent making reliance on time-bar unjust – discretion and delay.
- *Times Trading Corp v National Bank of Fujairah* [2020] 2 Lloyd’s Rep. 317, Commercial Court: anti-suit injunction in support of arbitration – relevance of expiry of time-bar in contractual forum – conditional anti-suit relief.
- *Shipowners’ Mutual Protection and Indemnity Association (Luxembourg) v Containerships Denizcilik Nakliyat ve Ticaret AS*, [2016] 1 Lloyd’s Rep. 641, Court of Appeal: anti-suit injunction in support of arbitration – third party direct action – “pay to be paid rule” – comity.
- *CIMC Raffles Offshore (Singapore) Ltd and Anr v Schahin Holding SA* [2013] 2 Lloyd’s Rep. 575, Court of Appeal: guarantee for sums due under shipbuilding contract on delivery of drilling rigs – subsequent variation in shipbuilding contracts – whether guarantee discharged – whether subsequent variation within the “general purview” of the guarantee so that anti-discharge provisions could operate.
- *Yilport Konteyner Terminali Ve Liman Isletmeleri AS v Buxcliff AG and ors* [2013] 1 Lloyd’s Law Rep. 378, Commercial Court: container vessel damaged in collision at sea – port operator agreeing with shipowners to discharge damaged containers – dispute as to the charges which operator was entitled to levy and whether operator entitled to charge uplifted rates – whether charges challengeable only on grounds of Wednesbury unreasonableness – degree of vouching necessary.
- *Parbulk II A/S v Heritage Maritime Ltd SA (The “Mahakam”)* [2012] 1 Lloyd’s Rep. 87, Commercial Court: S. 69 appeal against arbitration award – Bareboat Charterparty – whether demands for future hire amounted to waiver of failure to pay hire instalment or to waiver of more general repudiatory breach – upholding an arbitration award on a point of law decided against Respondents to a s. 69 appeal – justifying a termination notice retrospectively on grounds not specifically identified in notice.
- *Glory Wealth Shipping v Korea Line Corporation (The Wren)* [2011] 2 Lloyd’s Rep. 370, Commercial Court: time charterparty – damages for wrongful repudiation by charterers – lack of available market at time of repudiation – effect of revival of available market – scope of the principle in *The Elena D’Amico*.
- *The Saldanha* [2011] Lloyd’s Rep. 187, Commercial Court: seizure by pirates – whether vessel off-hire – appeal against arbitration award.
- *FR Lurssen Werft GmbH v Halle* [2011] 1 Lloyd’s Rep. 265, Court of Appeal, [2010] 2 Lloyd’s Rep. 20, Commercial Court: shipbuilding – commission on sale of megayacht – governing law of commission agreement – Contracts (Applicable Law) Act 1990- Article 3(1) of the Rome Convention – forum non conveniens.
- During 2010, David Lewis was a consultant to the Singapore Maritime Foundation on the drafting of the new Singapore Sale Form for the sale of second-hand tonnage.
- *Inta Navigation Ltd v Ranch Investments Ltd* [2009] 1 C.L.C. 887, Commercial Court: sale of ship – sight of first refusal – appeal against arbitration award – MOA conferring right of first refusal on buyers to purchase second newbuild vessel – whether resulting contract on Norwegian Saleform terms or on novation terms.
- *The Newforest* [2008] 1 Lloyd’s Rep. 504, Commercial Court -Charterparty (Voyage) – demurrage – charterparty providing for demurrage to be calculated on basis of statement of facts – statement of facts referring to bad weather – owners subsequently seeking to assert that delays not caused by bad weather – status of statement of facts – whether charterers liable for demurrage.
- *Galaxy Special Maritime Enterprise v Prima Ceylon Ltd* [2006] 2 Lloyd’s Law Rep. 27, Court of Appeal: grounding of vessel in Sri Lanka – parallel proceedings in England and Sri Lanka – claim under Lloyd’s Average Bond for contributions to

general average and salvage – appropriate forum.

- *Bernuth Lines Ltd v High Seas Shipping Ltd* [2006] 1 Lloyd's Rep. 537, Commercial Court – arbitration application – initiation and conduct of arbitration exclusively by email – whether arbitration validly commenced and conducted.
- *The Laemthong Glory (No. 2)* [2005] 1 Lloyd's Rep. 632, Commercial Court – Contracts (Rights of Third Parties) Act, 1999 – charterers entitled to require vessel to discharge cargo against letter of indemnity – receivers' letter of indemnity addressed to charterers and not shipowners – whether shipowners entitled to enforce receivers' letter of indemnity against receivers under 1999 Act – whether shipowners entitled to specific performance.

Recommendations

Absolutely superb. He thinks about things in a careful way and presents them in a very attractive and succinct manner. [Chambers UK Bar 2021](#)

David Lewis QC is bright and technically astute. He is not afraid to argue a difficult case with conviction. [Chambers UK Bar 2021](#)

extremely intelligent, fantastic oral and written advocate who conveys complex points succinctly and clearly [Chambers UK Bar 2021](#)

David Lewis QC is very user-friendly, extremely clever and highly responsive. [Chambers UK Bar 2021](#)

A very deft and clever advocate in complex, multi-jurisdictional disputes. [The Legal 500 UK Bar 2021](#)

An excellent silk - he is hugely intelligent and can read into complex matters and produce top quality notes of advice, pleadings and other documents with incredible speed. [The Legal 500 UK Bar 2021](#)

incredibly industrious and a natural advocate – he has a strong following in Singapore. [Chambers Global 2020](#)

He is an excellent advocate, hardworking and destined for the top. [The Legal 500 UK Bar 2020](#)

He is not destabilised by aggressive opposite numbers or by questionable tactics. [The Legal 500 Asia Pacific 2020: The English Bar](#)

Efficient, very intelligent, quick at turning things around, very pleasant and good to deal with. His written work is clear, succinct and effective. [Chambers UK Bar 2020](#)

A leader in his field who is destined for the top; he has an encyclopaedic knowledge of case law and exceptional advocacy skills. [The Legal 500 UK Bar 2020](#)

David is wonderful to work with, he's highly responsive and always available. [Chambers UK Bar 2020](#)

His attention to detail is astonishing and his written submissions are some of the best I have ever seen. [The Legal 500 UK Bar 2020](#)

His attention to detail is astonishing and his written submissions in particular are some of the best I have ever seen at his level. [Chambers UK Bar 2020](#)

Very clever, responsive and a source of clear and concise advice. [The Legal 500 UK Bar 2020](#)

He has a down-to-earth approach to advocacy and is very respectful to all concerned, but still lands the body blows. [Chambers UK Bar 2020](#)

He is flexible, and open to the clients' need, and is extremely responsive. [The Legal 500 UK Bar 2020](#)

He engages with everything, pays good attention to detail and will fight for his clients. [Chambers UK Bar 2020](#)

He's a very good, very elegant advocate. [Chambers UK Bar 2020](#)

He provides superb and detailed analysis, and is responsive too. [The Legal 500 UK Bar 2020](#)

Very effective and incisive. He is hard-working, intellectually gifted and a pleasure to work with. [Chambers UK Bar 2019](#)

A lethal advocate with copious amounts of charm and the ability to disarm the most hostile judges. [Chambers UK 2018](#)

An excellent advocate. He's able to cut through all the things that aren't relevant to find the right solution. He's approachable, practical and efficient. [Chambers UK Bar 2018](#)

Measured and magisterial, he is very bright, responsive and committed; he should go very far. [The Legal 500 UK Bar 2018](#)

He is simply exceptional [The Legal 500 UK Bar 2018](#)