

Julian Kenny QC

SILK: 2016 | CALL: 1997

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Languages: French



Overview

Julian specialises in commercial law, particularly banking, shipping and commodities, insurance and reinsurance, conflicts and jurisdiction, and arbitration. He is a leading specialist in chartering and international sale of goods disputes.

In addition, Julian has extensive banking experience, particularly with disputes involving swaps and derivatives based on the ISDA Master Agreement.

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Publications

- *Time Charters* (7th edn, Informa Law 2014) (co-author).

Education

- Inns of Court School of Law: Bar Vocational Course, Outstanding
- City University: Diploma in Law, Distinction
- University of Oxford, Magdalen College: MA in English Literature, First Class

Example cases

- *P v Q* [2018] 2 Lloyd's Rep 452: Commercial Court decision on s 12 Arbitration Act and the circumstances in which the court will extend time for commencement of arbitration.
- *The Yangtze Xing Hua* [2018] 1 Lloyd's Rep 330: Court of Appeal decision on "no fault" losses under the Interclub Agreement 1996.
- *Accident Exchange v Maclean* [2018] 4 WLR 26: Commercial Court decision on legal privilege and the iniquity exception.

- *IMS v Capital Oil* [2016] 2 CLC 327: Commercial Court decision on the procedure for making a challenge to the jurisdiction of the English Courts.
- *The Res Cogitans* [2016] AC 1034: Supreme Court decision on the question of whether a bunker sale agreement was a contract of sale within the Sale of Goods Act 1979.

Banking

- *Lehman Brothers International v Lehman Brothers Finance* (2012) (Briggs J) – whether the close-out provisions of the ISDA Master Agreement allowed the claimant to bring into account the loss of a side agreement with the defendant following the insolvency of the Lehman group.
- *Haugesund v Depfa* [2012] 2 WLR 199 (CA) – whether a commercial bank was entitled to restitution of money paid to a Norwegian local authority under a void swap agreement in circumstances where the money had subsequently been lost in failed investments.
- *Region of Lombardy v Merrill Lynch and UBS* – whether the banks mis-sold derivative products to the Region.

Shipping and commodities

- *Transgrain v Yangtze Navigation* [2017] 2 Lloyd's Rep 212 – decision of Teare J on the allocation of 'no fault' losses under the Interclub Agreement 1996.
- *The Res Cogitans* [2016] AC 1034 – Supreme Court decision on the question whether a bunker sale agreement was a contract of sale within the Sale of Goods Act 1979.
- *IMS v Capital Oil* [2016] 2 CLC 307 – decision of Popplewell J on whether an applicant could make a second challenge to jurisdiction.
- *The Rewa* [2012] Lloyd's Rep. Plus 28 – dealing with the construction of the Saleform 93 and whether a ship being sold had to be delivered with documents making her eligible for trading.
- *The Triton Lark* [2012] Lloyd's Rep. Plus 18 – dealing with the construction of the Conwartime 1993 clause and the question whether a time-chartered owner could refuse an order to sail through the Gulf of Aden because of the risk from pirates.
- *The Mary Nour* [2008] 2 Lloyd's Rep. 636 – dealing with the circumstances in which a commodity contract is frustrated when a seller's source of supply fails.
- *Antiparos* [2008] 2 Lloyd's Rep. 237 – whether charterers were obliged to indemnify owners against losses caused by amendments to the charterers' voyage orders under the Asbatankvoy form.

Insurance

- *La Reunion Aeriene v ANDI* – dealing with aggregation of losses arising from 9/11 attacks, following settlement of property claims.
- *No.1 Dae Bu* [2006] Lloyd's Rep. IR 860 – whether the Court should grant negative declaratory relief; whether the assured was in breach of class warranties.

Conflicts / jurisdiction

- *Electrim v Vivendi* [2009] 1 Lloyd's Rep. 59 (CA) – whether the Court properly exercised its equitable jurisdiction to restrain vexatious proceedings in the US.
- *The Katarina* [2010] 1 Lloyd's Rep 449 – dealing with the circumstances in which the Court should extend the validity of a claim form served overseas.

Arbitration

- *The Dimitris L* [2012] Lloyd's Rep Plus 25 – dealing with the conditions under which the High Court can direct arbitrators to clarify their Award.
- *Syska v Vivendi* [2008] 2 Lloyd's Rep. 636 (CA) – whether an arbitral tribunal could be deprived of jurisdiction by a foreign statute which nullified the arbitration agreement.

Recommendations

Possessed of a keen intellect and wonderfully calm under pressure, he deflates the opposition with his polite, measured responses. [Chambers UK Bar 2020](#)

Very clever, very intellectual. [The Legal 500 UK Bar 2020](#)

He's able to deliver his advice in a very understandable manner and is very reassuring with clients. [Chambers UK Bar 2020](#)

He is super clever and really articulate. [Chambers UK Bar 2020](#)

Julian really knows his stuff and is able to pull the most obscure yet exactly relevant case from memory in the blink of an eye. [Chambers UK Bar 2020](#)

An excellent choice, a real up-and-coming barrister who stands out among silks. [The Legal 500 UK Bar 2018](#)

He's the sort of advocate that if one were preparing for a hearing against him, one would be forced to prepare very thoroughly. [Chambers UK Bar 2019](#)

Tribunals and judges really appreciate his intellect. He commands respect and controls the room well. He projects his confidence and intelligence. [Chambers UK Bar 2019](#)

One of the brightest people I know [Chambers UK Bar 2018](#)

He is user-friendly and produces work of considerable intellectual firepower in an understated but persuasive manner. [Chambers UK Bar 2018](#)