

Sara Masters QC

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Languages: French (proficient); Italian (conversational)



Overview

Sara specialises in all areas of commercial law.

She has a particular interest in jurisdictional disputes, including jurisdictional issues in arbitration and in private international law and conflicts of law. Sara also has extensive experience in insurance and reinsurance, sale of goods, shipping (including shipbuilding and ship sale disputes) and commodities, construction, energy, and EU law, particularly competition law.

Sara has appeared in the High Court, Competition Appeal Tribunal, Court of Appeal, Supreme Court and Privy Council and before the European Court of Justice and Dubai International Financial Centre Courts. She is registered to appear before the Singapore International Commercial Court. Sara also appears frequently before arbitrators in a broad range of disputes both in the UK and abroad.

She accepts appointments as an arbitrator both in the UK and abroad. She has wide experience both ad hoc and institutional arbitrations. Sara is appointed to the panels of arbitrators for the SCMA, CIETAC and SIAC Reserve.

Sara is also a Centre for Effective Dispute Resolution (CEDR) accredited mediator.

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Publications

- European editor of The White Book; also edits the sections on service out of the jurisdiction, jurisdictional challenges, and depositions and evidence for foreign courts.
- 'What next for the Brussels I Regulation (Recast)?' *The Lawyer* (20 March 2017).
- What Does Brexit Mean for the Brussels Regime?' (2016) 33 *Journal of International Arbitration* Issue 7 483 (co-author).

Professional memberships

- ArbitralWomen
- Commercial Bar Association
- International Congress and Convention Association
- London Common Law and Commercial Bar Association
- LCIA European Users' Council
- LMAA

Education

- Université Libre de Bruxelles: Licence Spéciale en droit européen, Grande Distinction
- University of Cambridge, Trinity College: MA

Lectures / talks

- 'Selected litigation highlights of the past year': panel member, Thomson Reuters Competition Law Conference (13 November 2018).
- 'In light of the CJEU judgment in Intel and the Court of Appeal judgment in Iiyama v Schott are there any practical territorial limits on claims for breach of EU competition law': presentation, GCR Live 10th Annual Competition Litigation (4 October 2018).
- 'Development and diversity in international arbitration': panel member, Commercial Dispute Resolution Spring Arbitration Symposium (27 April 2018).
- 'Brexit and the Future of Competition Litigation': panel member, Commercial Dispute Resolution Winter Competition Litigation Symposium (22 February 2018).

Example cases

- *PL Holdings SARL v Republic of Poland* (ongoing Commercial Court): acting for Poland in proceedings to set aside BIT arbitration award on the basis of the decision of the CJEU in *Achmea* (C-284/16).
- *Maersk Tangier* [2018] EWCA Civ 778: acted for Maersk in respect of claims against them for damage to a cargo of frozen bluefin tuna loins; the case is the key Court of Appeal authority in respect of the compulsory applicability of the Hague-Visby Rules where seaway bills are issued and also how package or unit limitation is to be calculated in the context of containerisation.
- *Dell Emerging Markets Ltd v IB Maroc SA* [2017] EWHC 2397 (Comm): acted for Dell in anti-suit injunction proceedings against non-contractual parties and substantive claim in relation to technology dispute concerning large scale public cloud infrastructure IT project in Morocco.
- *Dell Emerging Markets (EMEA) Ltd and others v Systems Equipment Telecommunications Services SAL* [2018] EWHC 702 (Comm): acted for Dell in anti-suit injunction proceedings and substantive claim in relation to termination of an international IT distributorship agreement.
- *National Iranian Oil Company v Crescent Petroleum Co* [2016] EWHC 510 (Comm): acted for NIOC in application to set aside on grounds of fraud and corruption an arbitration award arising out of long-term gas supply agreement governed by Iranian law.
- Acting for Claimant in ICC Singapore seated arbitration arising out of claim under oil product sharing contract.
- Chair in LMAA arbitration concerning the construction and delivery of a very high value superyacht.
- Sole arbitrator in LCIA arbitration concerning dispute arising out of share purchase agreement.
- Co-arbitrator in LCIA arbitration between offshore companies and Russian individual arising out of shareholders' agreement.
- Sole arbitrator in UNCITRAL arbitration concerning claim under guarantee arising out of oil field project management agreement.
- Chair in LMAA arbitration concerning claim for freight and demurrage under various voyage charters, raising Iranian sanctions issues.

Arbitration - as arbitrator

- Co-arbitrator in LCIA arbitration between offshore companies and Russian individual arising out of shareholders' agreement.
- Chair in LMAA arbitration concerning claim for freight and demurrage under various voyage charters. Raised Iranian sanctions issues.
- Chair in an LMAA arbitration concerning very substantial claim for repudiatory breach of long term time charter.
- Sole Arbitrator in LCIA arbitration concerning dispute over publishing royalties.
- Sole Arbitrator in LCIA arbitration concerning dispute under commodities sales contract.
- Co-Arbitrator in LCIA arbitration concerning claim under an oil trading consultancy agreement.
- Chair in LMAA arbitration concerning very substantial dispute over construction of super-yacht.
- Chair in ad hoc arbitration concerning ship-building dispute.
- Co-arbitrator in LCIA arbitration concerning dispute under consultancy agreement involving Polish interests.
- Sole Arbitrator in an LCIA arbitration concerning a claim under loan agreement and associated security documents involving Russian interests.
- Chair in LCIA arbitration concerning a claim for sales demurrage under commodities sale contract.
- Co-arbitrator in LMAA charterparty dispute reference concerning explosion at discharge port.
- Sole arbitrator in an LCIA arbitration concerning a dispute involving Russian and Italian interests under shareholders agreement.
- Co-arbitrator in two concurrent LMAA charterparty references concerning damage to vessel occurring during STS transfer.
- Co-arbitrator in LCIA arbitration concerning claims under loan agreement and associated security documents.
- Sole arbitrator in UNCITRAL arbitration concerning claim under guarantee arising out of oil field project management agreement.
- Chair in LMAA arbitration concerning alleged repudiatory breach of long term bare boat charter.
- Co-arbitrator in LCIA arbitration concerning claims under finance documents.
- Party appointed arbitrator in ad hoc shipping reference concerning damage to vessel and other charterparty claims.
- Party appointed arbitrator in ad hoc shipping reference concerning charterparty claims.
- Chair in LCIA arbitration concerning claim under loan agreement and associated financing documents.
- Sole Arbitrator in SIAC arbitration concerning claim under commodities contract.
- Co-arbitrator in LMAA arbitration concerning claim for short-delivery.
- Co-arbitrator in LMAA charterparty reference.
- Co-arbitrator in LCIA reference concerning claim under commodities contract.
- Sole arbitrator in LCIA reference concerning claim under Settlement Agreement.
- Sole Arbitrator in LCIA reference concerning employment law dispute arising out of Share Purchase Agreement.

Arbitration - as counsel

- *X v Y Z* [2015] EWHC 395 (Comm) - Challenge to arbitration award - Supply Contract - Iranian Law-Preliminary Issues.
- *West-Tankers Inc v Allianz SpA* [2012] EWHC (Comm); [2012] 2 Lloyd's Rep 103 - Damages for breach of arbitration agreement - Compatibility with EU law.
- *West Tankers Inc v Allianz SpA* - Judgment 6 April 2011 [2011] EWHC 829 (Comm) - Section 66 of the Arbitration Act - Declaratory judgments - Enforcement.
- *West Tankers Inc v Ras Riunione Adriatica di Sicurtà "The Front Comor"* [2008] 2 Lloyd's Rep 661 (ECJ AG Opinion), [2007] 1 Lloyd's Rep 391 (HL) - Arbitration - Anti-suit injunctions - Law applicable to subrogated claim - Law applicable to arbitration clauses.
- *Broda Agro Trade (Cyprus) Ltd v Alfred C Toepfer International GmbH* [2010] 1 Lloyd's Rep 533; [2011] 1 Lloyd's Rep 243 - Arbitration - Section 72 of the Arbitration Act, 1996 - Right to fair and public hearing - Article 6 - ECHR.

- Acting for Claimant in ICC Singapore seated arbitration arising out of claim under oil product sharing contract.

English courts

- *Maersk Tangier* [2018] EWCA Civ 778 – Acting on behalf of Maersk in respect of claims against them for damage to a cargo of frozen bluefin tuna loins. The case is the key Court of Appeal authority in respect of the compulsory applicability of the Hague-Visby Rules where seaway bills are issued, marking a significant legal development since the well known decision of the House of Lords in *The Rafaela S*, and also in respect of the package or unit limitation in the context of containerisation under both the Hague and Hague-Visby Rules.
- *Dell Emerging Markets (EMEA) Ltd & Ors v Systems Equipment Telecommunications Services SAL* [2018] EWHC 702 (Comm) (19 April 2018) – Anti-suit injunction and substantive claim in relation to an information technology distribution agreement. The distributor, SETS, prevented other partners from selling Dell products in the Lebanon. Dell says this is a breach of the distributorship agreement and purported to terminate the agreement. The distributor commenced proceedings in Lebanon against a range of Dell entities in various countries.
- *Dell Emerging Markets Limited v IB Maroc Com SA* – Claim for an anti-suit to restrain proceedings brought in Morocco in breach of an exclusive jurisdiction clause and a claim for unpaid invoices.
- *X v Y Z* [2015] EWHC 395 (Comm) – Challenge to arbitration award – Supply Contract – Iranian Law-Preliminary Issues.
- *Petter v EMC* [2015] EWCA 828 – Employment – Section 5 of Brussels I (Recast) regulation – Anti – Suit Injunction.
- *DB Schenker Rail (UK) Ltd & Ors v Schunk GMBJ & Ors* (CAT) [2014] Cat 2 – Follow on damages claim.
- *Emerald Supplies Ltd & Ors v British Airways plc* (HC0802468) – Follow on damages claim – Air Cargo.
- *United Arab Shipping Co v Kuwait Insurance Company* [2012 Folio 1681] (Comm Court) – Anti-suit injunction – B/I dispute – Impact of mandatory rules of foreign forum.
- *Amanda Ackerley and Others v Alpha Panareti and Others* (Comm Court) – Multi-party dispute arising out of purchase of property in Cyprus – Professional negligence claim against Cypriot solicitors – Jurisdiction of English Court.
- *Swiss Re International v SAP AG* (2012 Folio No 1096) – (Comm Court) – Anti-suit injunction – insurance coverage dispute – US Court’s attitude towards enforcement of arbitration clause.
- *West-Tankers Inc v Allianz SpA* [2012] EWHC (Comm); [2012] 2 Lloyd’s Rep 103 – Damages for breach of arbitration agreement – Compatibility with EU law.
- *Broda Agro Trade (Cyprus) Ltd v Alfred C Toepfer International GmbH* [2010] 1 Lloyd’s Rep 533; [2011] 1 Lloyd’s Rep 243 – Arbitration – Section 72 of the Arbitration Act, 1996 – Right to fair and public hearing – Article 6 – ECHR.
- *West Tankers Inc v Allianz SpA* – Judgment 6 April 2011 [2011] EWHC 829 (Comm) – Section 66 of the Arbitration Act – Declaratory judgments – Enforcement.
- *West Tankers Inc v Ras Riunione Adriatica di Sicurta “The Front Comor”* [2008] 2 Lloyd’s Rep 661 (ECJ AG Opinion), [2007] 1 Lloyd’s Rep 391 (HL) – Arbitration – Anti-suit injunctions – Law applicable to subrogated claim – Law applicable to arbitration clauses.

EU and competition law

- *Petter v EMC* [2015] EWCA 828 – Employment – Section 5 of Brussels I (Recast) regulation – Anti-suit Injunction.
- *DB Schenker Rail (UK) Ltd & Ors v Schunk GMBJ & Ors* (CAT) [2014] Cat 2.
- *Emerald Supplies Ltd & Ors v British Airways plc* (HC0802468).
- *McCall v MIB* [2010] – uninsured drivers – interpretation of EU law.

Private international law

- *In Re Haji-Ioannou* (Deceased) [2009] EWHC 2310 (QB); [2010], All ER (Comm) 303 – Law applicable to intestate succession – Registration of judgment under the Brussels Regulation.
- *Caterpillar Financial Services Corporation v SNC Passion* [2004] 2 Lloyd’s Rep 99 – Rome Convention – Law applicable to loan agreement.
- *Akai Pty Ltd v The People’s Insurance Co Ltd* [1998] 1 Lloyd’s Rep 90 – Insurance (Credit) – Anti-suit injunctions.

Shipping and commodities

- *Maersk Tangier* [2018] EWCA Civ 778 – Acting on behalf of Maersk in respect of claims against them for damage to a cargo of frozen bluefin tuna loins. The case is the key Court of Appeal authority in respect of the compulsory applicability of the Hague-Visby Rules where seaway bills are issued, marking a significant legal development since the well known decision of the House of Lords in *The Rafaela S*, and also in respect of the package or unit limitation in the context of containerisation under both the Hague and Hague-Visby Rules.
- *West-Tankers Inc v Allianz SpA* [2012] EWHC (Comm); [2012] 2 Lloyd's Rep 103 – Damages for breach of arbitration agreement – Compatibility with EU law.
- *United Arab Shipping Co v Kuwait Insurance Company* [2012 Folio 1681] (Comm Court) – Anti-suit injunction – B/I dispute – Impact of mandatory rules of foreign forum.
- *West Tankers Inc v Allianz SpA* – Judgment 6 April 2011 [2011] EWHC 829 (Comm) – Section 66 of the Arbitration Act – Declaratory judgments – Enforcement.

Recommendations

Great judgement and a real pleasure to work with – hugely experienced in the international arbitration field, both as counsel and arbitrator. [The Legal 500 UK Bar 2020](#)

Provides exceptional assistance and grapples well with the complex technical aspects of a case. [The Legal 500 UK Bar 2020](#)

Absolutely charming, very bright and knowledgeable. She is very on the ball, calm and polite to the parties, and asks the right questions. [Chambers UK Bar 2020](#)

Excellent. Really commercial, user-friendly and easy to get on with. [Chambers UK Bar 2019](#)

A very approachable, efficient and responsive advocate... [The Legal 500 UK Bar 2019](#)

She has a very calm and considered Admiralty Court style – it's more of a conversation, trying to get them involved rather than banging the table. [Chambers UK Bar 2020](#)

She is a good, tenacious advocate with a lot of common sense. [Chambers UK Bar 2020](#)

Very user friendly. [The Legal 500 UK Bar 2019](#)

Very good with complex, technical issues. [Chambers UK Bar 2018](#)

A strong leader, who can direct cases very well. [The Legal 500 UK Bar 2017](#)

First-rate. [The Legal 500 UK Bar 2017](#)