



DECISIONS, DECISIONS

International Arbitration and Dispute Resolution Newsletter

December 2006
Quarterly Newsletter

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CHINA: SHOULD THE WORLD TREMBLE?

by Lilin Bates



Whilst it may be overstating matters to quote Napoleon's words "*when China awakes, the world will tremble*" to describe China's influence today, it is certainly no exaggeration to say that China, as an economic power house, has huge influence on the rest

of the world and affects the livelihood of millions in both of the USA and Europe. China, with its unique culture and legal environment, presents to the world both a dilemma and an opportunity. Therefore, should the world "*tremble*" before the dilemma or should it embrace the opportunity to benefit from China's economy growth?

I studied law at Beijing University (which is considered by many as the top university in China) about 10 years ago and then worked as a legal consultant with one of the largest multinational companies in Beijing for a few years. During this period in China, I witnessed many changes: the body of law and regulations governing foreign investment began to take shape; although relatively small in size, domestic law firms, in particular the private partnership firms, started to grow; the China International Economic and Trade Arbitration Commission ("CIETAC") emerged as a main arbitration body in resolving disputes involving a foreign element.

I came to the UK in 1997 to study for a Master's Degree in law at Nottingham University. I was then fortunate enough to obtain a full scholarship for a Ph.D programme focusing on carriage of goods and insurance law. Thereafter, I joined a leading construction consultancy practice in London and did dozens of construction adjudications, and also gained experience in litigation, arbitration and mediation.

Having lived and worked in both worlds, I certainly understand the difficulties faced by many foreign investors in China. Culture is one of these things that foreigners in China have to adapt themselves to.

For example, I certainly would not advise anyone to give his Chinese clients a clock as a present. This is because to a mandarin speaker this action would suggest “*attending your funeral*”. Another important matter for foreigners is to remember that the legal environment in which business will be carried out will be different from what you are used to. Sometimes the law itself is clear and it is the legal environment which often causes concerns and dissatisfaction amongst foreign investors. It is often said that having a good “*guan xi*” (i.e. relationship/ personal contact) plays a vital role in the success of any business in China. This is certainly true from my own experience. In fact, this not only applies to business but also (to a certain extent) to legal practice in China. No one pretends that the legal environment is perfect, but what I can say with confidence is that things are improving, and rapidly too. Compared with the law and regulations in place when I was studying law in China, Chinese commercial law as a whole certainly has become much more sophisticated and mature and the legal environment, in particular in the big cities, has improved significantly. Chinese government and organisations have been introducing changes to address some of the concerns and criticisms raised by foreign investors.

One good example is provided by CIETAC. It is not perfect, but it is striving to be. Originally set up by the government decades ago, CIETAC today is a dominating arbitration organisation dealing with domestic disputes and international or foreign-related disputes. Over the years, there have been concerns over its impartiality and independence. Foreign investors are doubtful as to whether they would be fairly treated when the other party is a Chinese company with good local contacts. In its latest arbitration rules which became effective in May 2005, CIETAC sought to address these concerns. It placed huge emphasis on the independence and impartiality of the arbitrators. It is stated in the rules that “*an arbitrator shall not represent either party and shall remain independent of the parties and treat them equally*” (article 19). Further, arbitrators

have to sign a declaration, and disclose any facts or circumstances likely to give justifiable doubts as to his/her impartiality and independence. They also have a continuous duty to disclose during the arbitral proceedings (article 25). It is also important and worth noting that the new rules permit parties to choose non-CIETAC arbitrators, who are not on the CIETAC’s panel list. They also diminish CIETAC’s role in selecting the presiding arbitrator under the old rules by allowing the appointed non-CIETAC to act as co-arbitrator, presiding arbitrator and sole arbitrator. These changes bring the CIETAC’s arbitration procedure closer to established international practice.

Professionals from various sectors and legal practitioners are also eagerly watching the legal reforms introduced by other countries, in particular the UK. Some are demanding and suggesting changes to the law and regulations which fail to tackle the problems encountered in their business. I have previously, in my capacity as a construction and engineering lawyer, given a presentation in mandarin at a prestigious conference in Beijing on the construction adjudication practice in the UK. The attendees included a number of top officers at the ministerial level from the central government. The company which organised this meeting was one of the biggest construction firms in China. The background for their initiative was that they (as well as many other Chinese construction companies) were experiencing huge problems with non-payment, late payment issues which are similar to the problems experienced in the UK before the Housing Grants, Regeneration and Construction Act 1996 was introduced.

Having said the above, one must not assume that things will go smoothly or improve without setbacks or twists. It still can be complicated when dealing with business and law in China. Take CIETAC’s new arbitration rules for example. Apart from the general rules discussed earlier, there is another set of arbitration rules (CIETAC Financial Disputes Arbitration Rules) which are more restrictive as regards the choice of the arbitrators than the general

rules in the arbitration proceedings. These rules apply to disputes between parties arising from or in connection with, a financial transaction e.g. loans, fund transactions and fund trusts, securities and futures. Also, one of CIETAC's top officials was arrested early this year for alleged financial irregularity. These, and many other issues, can shake the confidence of foreign investors.

There is certainly a world of difference between the business and legal environment in the west and China. However, things have improved rapidly in the last ten years. Having been fortunate enough to receive education and training in both worlds, I would certainly recommend dealing in both, with good advisers to hand. After all, it's been a long road travelled since Nixon went to China in the 70s!

ANTI-SUIT INJUNCTIONS: HOW TO BEAT AN ITALIAN TORPEDO

by Robert Blackett



What should you do when a contract provides for arbitration, or for the jurisdiction of a particular court, but you find yourself facing a claim in some other jurisdiction, in breach of that clause?

One reason for breaching a choice of jurisdiction clause is the temptation of a potentially sympathetic court. There is also the tactical device we have come to know as the 'Italian Torpedo'. This is where a party to a jurisdiction or arbitration agreement is, or is going to be, the subject of a claim. That party brings a claim itself in some other jurisdiction ('Country A'), seeking a declaration of non-liability or claiming the arbitration or jurisdiction agreement is unenforceable. Country A will not be one renowned for speedy and efficient civil justice, and the ensuing delay and expense will be leverage in any negotiation. Bringing such a claim could, in some circumstances, even stop a legitimate claim being made in respect of the same subject matter in the correct forum, until the question of jurisdiction has been decided in Country A.

The anti-suit injunction

An unusual remedy, known as an 'anti-suit injunction' ('ASI') has been available in

English courts¹. An English court, which has jurisdiction over the contract breaker, can grant an injunction, restraining that party from instituting, or continuing, proceedings in a foreign court. If the other party continues the foreign action, it will be punishable as a contempt. Historically, the courts have taken a robust approach, and granted an injunction where foreign proceedings are brought in breach of an English exclusive jurisdiction² or arbitration clause³, unless the respondent can show good reason why the discretion should not be exercised⁴.

Though the injunction is addressed to the contract breaker, it is really an indirect intervention in the foreign court's process. The implication is that the English court considers the foreign court cannot be trusted to decide whether it properly has jurisdiction. An ASI, therefore, sits uncomfortably with 'judicial comity', the mutual courtesy, respect and reciprocity courts of one country must accord those of another, as a matter of international law.

¹ And, to varying degrees, in other (mainly common law) jurisdictions.

² See *Continental Bank NA v Aeakos Compania Naviera SA* [1994] 1 WLR 588

³ See *The Angelic Grace* [1995] 1 Lloyd's Rep. 87

⁴ One wonders why there should be this scope for allowing a party to proceed in breach of an arbitration or jurisdiction agreement. There is, after all, no other term of a contract which a court can choose to disapply by exercise of a discretion.

The Jurisdiction Regulation

The fact that the agreement could be protected by way of an ASI was one reason, at least, to choose England as a jurisdiction. In recent years, however, the grant of such injunctions has been dramatically curtailed. There is now a marked divide in English law between two kinds of cases: (i) those which are governed by Council Regulation (EC) 44/2001 ('the Regulation') or by the Brussels or Lugano Conventions; and (ii) those which are not.

The Regulation is a set of jurisdictional rules, which applies between EU member states. The Conventions are predecessors to the Regulation, which apply with respect to Denmark, Switzerland, Norway and Iceland and, for present purposes, are essentially the same. Article 1 states:

1. *This Regulation shall apply in civil and commercial matters whatever the nature of the court or tribunal. ...*

2. *The Regulation shall not apply to:*

...(d) *arbitration*

Turner and The Hari Bhum

In *Turner v Grovit*, Mr Turner had brought a claim against his former employer, claiming unfair dismissal. His employer had responded by suing him in Spain. Turner's claim for an ASI came before the Court of Appeal, who held that it was 'plain beyond the possibility of argument' that the Spanish claim had been brought:

...in bad faith in order to vex the plaintiff in the application before the Employment Tribunal...

Accordingly, the ASI was granted. In 2004, *Turner v Grovit* came before the European Court of Justice⁵. They held that English Courts may not issue ASI's in respect of proceedings in other member states. An ASI constitutes interference with the jurisdiction of the foreign court, albeit indirectly, and as such:

runs counter to the principle of mutual trust which underpins the Convention

and prohibits a court ... from reviewing the jurisdiction of the court of another Member State

An ASI is precluded even if the foreign court is hearing a matter in respect of which the English court was the first seised or which is the subject of an exclusive jurisdiction agreement in favour of England. The result, then, is that an English court can only issue an ASI where the offending party has (i) brought proceedings in a non-regulation/convention state or, (ii) if the offending proceedings are not 'civil or commercial matters' within the meaning of Article 1.

Article 1, however, contains an exception with respect to arbitration. If an English jurisdiction agreement can no longer be protected by way of an ASI, what about an arbitration agreement? That was, essentially, the question which arose in *The Hari Bhum*⁶. In that case, the Court of Appeal held that an application for an ASI to restrain proceedings brought in breach of an arbitration agreement was within the arbitration exception, and thus outside the scope of the Brussels regulation. For the moment, then, the ASI survives as a way of protecting an arbitration agreement, in circumstances where the same remedy has been substantially eroded for jurisdiction agreements.

The Front Comor

The ASI may not survive much longer. In *The Front Comor*⁷ a vessel chartered by the owners of an Italian oil refinery collided with a jetty at the refinery. The charter party provided for London arbitration. The refinery owner's insurers, having paid out under the policy, sought to recover from the shipowner by way of a subrogated claim in the Italian courts. The shipowner sought an ASI against the insurer in the English courts, to restrain the Italian proceedings.

⁶ *Through Transport Mutual Insurance Association (Eurasia) Ltd v New India Assurance Association Company Ltd* [2005] 1 Lloyd's Rep 67, but now usually referred to by the ship's name.

⁷ *West Tankers Inc. v RAS Riunone Adriatica di Sicuria* [2002] 2 Lloyd's Rep 257

⁵ Case C-159/02

The insurers resisted the application on various grounds, including that the application for an ASI was within the scope of the regulation, and prohibited under the regulation. The judge at first instance was bound by the decision in *The Hari Bhum*, but the case is now the subject of an appeal to the House of Lords⁸. Their Lordships or, in the event of a reference, the ECJ, may well find that the regulation prohibits an ASI in support of an arbitration agreement when the offending, foreign proceedings are brought in a Regulation state⁹.

Long live the ASI?

Assuming *Turner v Grovit* is extended to cover arbitration, arbitration lawyers will need to find new ways to respond to claims brought in breach of English arbitration clauses. One possibility is to appoint, and seek a remedy before, the proper arbitral tribunal. In the claim for relief, the appointing party would seek an order, equivalent to an ASI, restraining the other party from continuing with the other proceedings.

Under section 48 of the *Arbitration Act 1996*:

- (1) *The parties are free to agree on the powers exercisable by the arbitral tribunal as regards remedies.*
- (2) *Unless otherwise agreed by the parties, the tribunal has the following powers.*
- (3) *The tribunal may make a declaration as to any matter to be determined in the proceedings.*
- ...
- (5) *The tribunal has the same powers as the court-*
 - (a) *to order a party to do or refrain from doing anything;*

For an English-seated arbitration, and in the absence of an express agreement, the

⁸ Currently listed for hearing on 5 December 2006

⁹ See, for example, Professor Jonathan Hill's analysis '*Anti-Suit Injunctions and Arbitration: The Front Comor*' LMCLQ May 2006

tribunal will only have the same powers as the court, and if the court no longer has the power to grant an ASI, then neither will the tribunal¹⁰. Parties to arbitration agreements should, therefore, consider expressly providing for the tribunal to have the power to order that a party refrain from pursuing proceedings in breach of the arbitration agreement.

Section 48 only concerns the power of the tribunal with respect to final awards. Where a party makes an arbitration claim seeking an ASI, the respondent is likely to dispute its entitlement to such an order. The party seeking the ASI will want to stop the respondent continuing with the foreign proceedings pending a final decision. Under section 39 of the 1996 Act, parties can, by agreement, confer on the tribunal the power to order on a provisional basis any relief it would have the power to grant in a final award. The default position is that the tribunal does not have such a power, so again specific provision would have to be made in any arbitration agreement.

At present a tribunal's 'provisional order' is not likely to be enforced internationally under the New York Convention, since it is not an 'award'. Even for it to be enforced by an English court (under section 42), it will first be necessary for the tribunal to have made a further 'peremptory' order under Section 41.

¹⁰ This would seem to be the case even where the substance of the dispute is governed by some other system of law which would allow an ASI. Section 4(5) of the Act provides: 'choice of a law other than the law of England and Wales...as the applicable law in respect of a matter provided for by a non-mandatory provision of this part is equivalent to an agreement making provision about that matter'. Section 48 is a 'non-mandatory provision'. It seems unlikely, however, that choosing a foreign applicable law which allows ASIs could be 'an agreement in respect of the powers exercisable by the tribunal as regards remedies'. I say this because the question of what remedies are permissible is a matter for the *lex fori* (and so, by analogy, for the *lex arbitri*, which in this case would be English law). See, for example, the cases cited in Dicey & Morris, Conflict of Laws, 14th Ed. at 7-006

The key point of an ASI, however, is to render the act of bringing foreign proceedings punishable as a contempt in England. International enforceability is not the priority, and even an ASI issued by the English court (being a non-money judgment, and contrary to public policy in many jurisdictions) has little prospect of being enforced abroad. It is worth noting in this regard that an ASI-equivalent *award* (rather than order) may well have rather more international currency than a judgment, by virtue of the Convention.

A new draft of the Model Law is presently being considered by the UNCITRAL working group. It includes a new Article 17, expressly providing for 'interim measures' whereby the tribunal may order a party to '*refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself*'. It is clear from the Working Group's report that the intention is to provide arbitral tribunals the power to issue ASI's, including in the form of an award, though the question remains to be considered whether such an award should be enforceable under the New York Convention¹¹.

Declaratory relief

Even if there is no power in the court or tribunal to grant an ASI-equivalent order, it may still be possible to frustrate proceedings brought in breach of an arbitration agreement in a Regulation state. One possibility would be to bring a claim in the English Court, seeking a declaration that the foreign proceedings are in breach of a valid arbitration agreement (an alternative would be to seek an equivalent declaration from the arbitral tribunal itself, and then have that enforced as a judgment). Such a declaration would then, arguably, establish that the judgment could not be enforced in England under the Regulation¹². Such a

declaration might also go some way to preventing enforcement in other states. There is a good case to be made that, even if the Regulation prevents an ASI, it does not prevent a court making such a declaration - support for such an argument can be found in the Schlosser Report¹³ (the official commentary on the Brussels convention):

... a judgment determining whether an arbitration agreement is valid or not ... is not covered by the 1968 Convention.

Pursuing a substantive award

To my mind, a particular advantage of arbitration over litigation emerges when one considers the effect of Article 27 of the Regulation. This concerns the doctrine of 'lis alibi pendens', and requires that where proceedings involving the same cause of action and between the same parties are brought in the courts of different member states, any court other than the court first seised must stay its proceedings. The term 'cause of action' is given a wide meaning, such that (for example) an action by a cargo owner against a shipowner for damage to cargo involved 'the same cause of action' as the shipowner's claim for a declaration of non-liability (*The Tatry*¹⁴). By contrast, the arbitrator is under no such restriction and the fact that foreign proceedings have been brought regarding on the same subject matter does not prevent him hearing, and making an award on, the substantive dispute.

Pressing for a substantive award places acute pressure on the wayward party. If the respondent disputes jurisdiction then, in the absence of any contrary agreement, the arbitrator may rule on his own jurisdiction

¹¹ See further A/CN.9/WG.II/WP.138 - Settlement of Commercial disputes - Interim measures of protection 43rd session of UNCITRAL Working Group II, Vienna, 3-7 October 2005

¹² Either because the judgment is 'manifestly contrary to public policy' (Article 34(1)) or because it is 'irreconcilable with a judgment' (Article 34(3)) See

further Dicey & Morris 14th Ed. at 14-197. Note that a declaration was sought alongside the ASI in *The Ivan Zagubanski* [2002] 1 Lloyd's Rep. 107, but the particular position of a declaration under the convention, as distinct from an injunction, was not considered.

¹³ Official Journal C 59, 5 March 1979 at Paragraph 64. See also *Van Uden Maritime C-391/95*

¹⁴ Case C-406/92

and make an award accordingly. The respondent party will lose his right to challenge that award if he does not do so within 28 days. In the meantime, pending any challenge, the arbitrator may proceed to hear and make an award on the substance of the dispute.

Better arbitration clauses

One way to pre-empt the problem of foreign proceedings brought in breach is, of course, to make sure both that arbitration clauses are clear in their terms and that there can be no doubt that they are expressly part of the relevant agreement. This makes it less likely that a foreign court will take jurisdiction in breach of such a clause. Particular difficulties arise at present in the fields of shipping and insurance where English law often finds binding arbitration clauses to have been incorporated in circumstances where other legal systems would not.

Damages claim for breach of arbitration agreement?

One, rather speculative, possible response to proceedings brought in a foreign court, would be to claim damages (in the English court or in arbitration) for breach of the arbitration clause itself. However, there are a number of problems with such claims. First they are even more an attack on the foreign court's reasoning than an ASI would be.

Second, in order to prove its damage the claimant would need to show that, if the arbitration clause had been complied with, and the same proceedings brought in

arbitration, the arbitrators would have come to a different result, an approach which raises difficult issues with respect to issue estoppel.

Despite this, there are some situations where a claim for breach of the arbitration clause may be of some use. One example would be where a party incurs costs in contesting the jurisdiction of a foreign court. Those costs might well be recoverable as damages for breach of the arbitration agreement. In this regard we should also remember the judgment of the Court of Appeal in *Mantovani v Carapelli*¹⁵. There the Court of Appeal upheld an arbitral award finding C liable in damages for the amount of an Italian judgment given in breach of the arbitration clause, which ordered a party to provide security for a claim which had been brought under that clause.

One way to secure damages for breach of the arbitration clause might be to include a provision in the arbitration clause itself. This could require any party bringing a claim other than by way of arbitration in accordance with the contract to indemnify the other in respect of any judgment which results, or costs which follow. I suspect, however, that the tactics to be adopted by English arbitration practitioners (if they are to be deprived of ASI's) will focus on a combination of the other remedies I have discussed: declaratory remedies, substantive arbitration claims and/or ASI-equivalent orders. But, as I hope I have shown, when facing the prospect of a claim in a place you did not elect, a little lateral thinking may take you a long way.

¹⁵ [1980] 1 Lloyd's Rep 375

WHEN WE SPEAK OF LITIGATION RISK, DO WE MEAN DECISION-MAKERS?

by **Melanie Willems**



At the outset of any dispute, lawyers in any jurisdiction routinely spell out the existence of “*litigation risk*” to their clients. This is taken in a general sense to mean the assumption that even a seemingly watertight case can at best only be given a high percentage chance, rather than an absolute guarantee, of success. As is the case with all assumptions, it’s good sometimes to stop and reflect as to why we make them. In particular, there is a nagging question as to how much of the relevant uncertainty is down to the personal views of the decision maker on the day. Lord Denning, to name but one famous example, was sometimes suspected of reaching his decision first, and fitting the reasoning for that decision around the result that he wished to get to.

It is not as simple as that, of course. The fact is that many cases present cogent evidence for both sides. In any such case the decision-maker may well (and quite properly) constitute the litigation risk that needs to be assessed. His (or her) personal views will sway the chances of a decision being favourable to one party rather than the other. Where cases are evenly balanced, and even sometimes where they are not, this introduces the random element to the outcome. It can be impossible to predict at the outset. Something as unfortunate as the mannerisms of a particular witness may affect the outcome, more than the substance of what that witness is saying. It is also possible to introduce elements of prejudice into the decision-making process by fanning preconceptions about one party over another. This can be achieved by advocacy – it ought not to work, but, for example, if the decision-maker is not on top of the matter, he may take a statement by an advocate to be correct even where it is not so, simply because he is familiar with an advocate.

That element of litigation risk cannot be eliminated entirely. It can be managed by choosing decision-makers carefully. It can also be addressed in the right circumstances by challenges to decision-makers. However, these present difficulties, to say the least – not least costs and delay. One route of challenge lies in asserting bias, so where a decision maker goes beyond preferring an argument or evidence to another, and misconducts himself.

Bias is of course a well rehearsed legal concept. Historically, a number of precedents make for compelling reading, such as the 1702 case of the infamous Dr Titus Oates who exacted his revenge on a family who had spurned his preaching at a funeral. Oates procured his appointment as an arbitrator in a case about the will of the deceased in order to declare it invalid. (To be fair, Oates’s infamy stemmed rather more from his perjury in criminal proceedings than his bias as an arbitrator – his evidence sent 15 probably innocent men to the gallows in his time and he was declared the worst Briton of the 17th Century in 2005, and third worst Briton of all time.) Another case that stands out is the 1867 case where two arbitrators, one of the parties and his attorney spent an evening together. “*Much wine was drunk*” and the arbitrators in due course retired to bed at the inn, insensible. In that case, it was held that the arbitrators’ conduct, although a matter for criticism, was not a ground for setting aside the award. Today, the very appearance of bias that situation presented would provide a ground for a challenge.

Challenges to decision-makers may take a high profile. One good example in recent years was of course the *Pinochet* case, where the House of Lords considered in 1998 a decision taken in proceedings for extradition on criminal charges by a panel of judges including Lord Hoffman. Lord Hoffman had links to Amnesty International, and he was challenged on the basis that these were such as to give the appearance of bias against Pinochet. The House of Lords set out in its judgments the crux of the issue before them, namely that any judge who is a party to the cause or who has a relevant interest in its subject matter should

be automatically disqualified. The reasons given in 1999 in *Pinochet* rehearsed the old test in *R v Gough* [1993] AC 646 as to whether there was in the view of the Court a real danger that the judge was biased, and commented on the adaptation of this test overseas, for example in Australia, where it was modified and applied in *Webb v The Queen* [1994] 181 CLR 81, to become whether the events in question gave rise to a reasonable apprehension or suspicion on the part of a fair minded and informed member of the public that the judge was not impartial. Obviously, their Lordships stressed the exceptional facts of the case – including the human rights angle and the media interest. Lord Nolan summarised the position particularly succinctly by simply stating: “*In any case where the impartiality of a judge is in question, the appearance of the matter is just as important as the reality.*”

Matters have developed since. The current test for bias is set out in *Porter v Magill* [2002] 2 AC, and apparently imports the Australian adaptation, namely whether a fair minded and informal observer would conclude that there was a real possibility of bias.

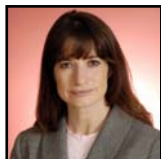
What can be done at the outset of a matter to minimise the risk of any such doubts arising? In selecting a decision maker, objective tests can be used. The most obvious checks include checking whether a decision-maker has voiced public opinions on relevant issues in publications or lectures. Affiliations should be considered, and questions raised, as appropriate.

Litigation risk can be increased by more mundane matters than questions of bias. Availability is a particular headache. A decision-maker who is fully available at one point in time may not be so two years later. Popular decision makers are often caught unawares on this – they may find themselves rather pressed, and so prone to impatience. They thus give less truck to arguments in the case than someone who has plenty of time and opportunity to consider the issues. It cannot be legislated for, but it is something to bear in mind. Also more sensitively, one should bear in mind that people change – once great thinkers can lose their dynamism (this may also, in some cases, be regained!) We suggest conferring with colleagues who have experienced the decision maker recently, rather than relying on historical performance.

What remains clear is that there is room for persuasion. Persuading a decision-maker means leaving them room to feel that, whilst they remain in charge of the decision-making process, there is a route, founded in law and based on the evidence properly before them, to the decision that you believe that they ought to reach.

Choosing the decision maker is a risky business, and one requiring mature reflection and proper canvassing of possibilities at the outset. Litigation risk is there to be minimised, and that is a challenge for good lawyers to rise to.

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MEET THE TEAM

Each quarter we will introduce one of the members of Howrey LLP's International Dispute Resolution Group.



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KIT JARVIS is a partner in the Global Dispute Resolution group in London specialising in International Arbitration and Litigation. Kit is experienced in commercial dispute resolution and investigations, particularly those cases involving aspects of fraud, insolvency, asset tracing, insurance, audit negligence or banking law. Kit's experience includes UK litigation (in the High Court, Appeal Courts and the Employment Tribunal), domestic arbitration and Alternative Dispute Resolution. Whilst Kit's specialisation makes people flock to him at parties, he also manages a life outside of the office in which he skis, sails, plays hockey, enjoys music and fine wine and occasionally watching England play rugby (although recently this has been less pleasurable than anticipated).



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