

# Arbitrators

AT 24 LINCOLN'S INN FIELDS

---

## Claire Blanchard KC

---

Claire Blanchard KC has a specialist commercial practice. She is known for her robust advocacy, skillful cross examination and pragmatic, forthright approach. Experienced across a broad range of commercial disputes, both in Court and in arbitration (LCIA, ICC, LMAA, ad hoc), Claire has particular expertise in matters relating to energy and natural resources, insurance and reinsurance, international trade and shipping. With “a stellar intellect” and an “amazing” ability to “focus and drill down to the issues”, she has a “wonderfully reassuring yet creditable manner with clients”.

Claire’s clients have included state owned entities, financial institutions and other major commercial corporations and high net-worth individuals.

Claire is a contributing editor to *Arnould: Law of Marine Insurance and General Average* 17th Ed (2008), 18th Ed (2013), 19th Ed (2018) and 20th Ed (2021). She is also an experienced advocacy trainer and former Master of Advocacy at Gray’s Inn.

### Arbitrator Experience

---

- Presiding arbitrator in a LCIA arbitration relating to dispute arising out of an agreement headed “Master (Delivered Ex-Ship) LNG Sale and Purchase Agreement” between an LNG and multinational commodity trading company for breach of contract.
- Presiding arbitrator in a LMAA arbitration relating to reinsurance claims resulting from casualty in a previous claim.
- Co-arbitrator in four LMAA arbitrations relating to various vessels where disputes have arisen under Guarantees between a large multinational and US-based holding company.
- Co-arbitrator in a LMAA arbitration relating to disputes arising under or in connection with a contract of affreightment for various vessels.
- Co-arbitrator in a LMAA arbitration relating to a dispute arising out of a shipbuilding contract for the construction of drillships which arose in connection with proceedings in the English Commercial Court for the recovery of in excess of US\$170 million under a guarantee.
- Presiding arbitrator in an ARIAS arbitration arising between the Claimant and Insurers as to coverage under the insurance in relation to the collapse of a sea wall.

- Co-arbitrator in a LCIA arbitration under a Share Pledge Agreement.
- Presiding arbitrator in a LCIA arbitration concerning a US\$500m claim for failure to accept delivery of a new build drillship.

## Commercial Litigation and International Arbitration (Counsel)

---

Instructions include disputes relating to anti-suit injunctions, conflicts, jurisdiction, applications under the Arbitration Act 1996, LCIA, ICC, LMAA and ad hoc references, warranties in sales of businesses, professional negligence, guarantees, sale of aircraft, damage to and sale of fine art, product liability and supply of goods and services.

Claire spent several years dealing with disputes arising out of long-term gas supply agreements, which at various times included issues relating to long-term pricing clauses.

Cases include:

P v A (Dubai arbitration): parent company guarantee of purchase price of fashion industry goods – issues of KSA company law

P v A (Commercial Court): sale of fashion industry goods – authority to contract

E v B (Arbitration): long-term contract for the sale of (defective) consumables for use in the mining industry

T v T (Singapore – advisory): injunction to restrain dealing with shares of disputed ownership

HC Trading v Tradeland Commodities [2016] EWHC 1279 (Comm), [2016] 1 WLR 3120: dismissal of claim for declaration of validity of arbitration agreement – 1996 Act ss.30 & 32

P v X (Commercial Court): asset purchase agreement – breach of warranty – misrepresentation – negligent misstatement – claim on parent company guarantee

P v V (QBD): guarantee claim – obligations of recipient of services of a racing driver

S v H (Singapore – advisory): conspiracy to cause loss by unlawful means

S v J (Arbitration): supply of services to state owned entity – unjust enrichment

Miller v Experience Hendrix LLC [2014] EWHC 2695 (Ch): setting aside judgments obtained by fraud – reverse summary judgment – civil restraint order

I v I (Commercial Court): breach of warranty in share sale agreement

Bush v Bank Mandiri [2014] 1 WLUK 291 (Commercial Court): guarantee claim – breach of bank's duty to surety – security for costs

L v M (QBD): obligations of warehouseman

Perca Shipping v Cargill Inc [2012] EWHC 3759 (QB) (Commercial Court): s12 application to extend time to commence arbitration

L v R (Commercial Court): impact of mitigation effort on measure of loss

“R” (Arbitration): rights of minority shareholder & issues as to expert share valuation

K v V (Arbitration): BOT contract – reconstruction of state-owned factory – unjust enrichment

WLPS v Total [2008] 2 CLC 258: extent to which litigation privilege can attach to an investigation into an explosion

WLPS v Total [2008] Lloyd’s Rep IR 688: jurisdiction of Court to order disclosure of a party’s insurance policy where not relevant to the pleaded issues

Artibell Shipping v Markel [2008] EWHC 811 (Comm): striking out of proceedings under CPR for delay & abuse of process

Samengo-Turner v Guy Carpenter [2008] ICR 18 (Court of Appeal): anti-suit injunction to restrain proceedings brought in the USA in breach of EC right of employee to be sued in country of employment

Cadre v Astra [2005] All ER (D) 286 (Nov): anti-suit injunction to restrain proceedings not brought in breach jurisdiction or arbitration clause

Snow Fox v (1) Lloyd’s Register (2) Others: duty of care of classification society

Renewable Energy Co v Thames Water Utilities: dispute as to pricing under long term electricity supply contract

Youell v Kara Mara [2000] 2 Lloyd’s Rep 102: anti-suit injunction to restrain proceedings under Texas Direct Action statute

SBJ Stephenson v Mandy The Times 21 July 1999 (Court of Appeal): injunction to restrain breach of restrictive covenants

## Energy and Natural Resources (Counsel)

---

Instructions include disputes relating to offshore construction, long-term supply, industry equipment, MOPU, FPSO and other offshore units, exploration and field development, resource exploitation and marketing and contingency/supply disruption planning.

Cases include:

Y v N (Arbitration): Long-term gas sales agreement – US\$60m short supply claim – force majeure – damages in lieu of contract renewal

T v N (Arbitration): Long-term gas sales agreement – US\$160m short supply claim – force majeure – claim for contract renewal or US\$180m damages in lieu

Re MX (Advisory): Long-term gas sales agreement – short supply – force majeure

Re M (Advisory): Long-term gas sales agreement – short supply – exclusion of loss of profits

P v N (Arbitration): Long-term gas sales agreement – US\$80m short supply claim – force majeure – specific performance – renewal option

C v N (Arbitration): Long-term gas sales agreement – US\$100m short supply claim – RTT Protection Against Unfair Competition Act – exemplary damages – force majeure – renewal option

N v N (Arbitration): Long-term gas sales agreement – US\$60m short supply claim – RTT Protection Against Unfair Competition Act – exemplary damages – force majeure

Re N (Advisory): Supply issues under suite of long-term gas purchase agreements upstream and long-term gas sale agreements downstream

D&C v R (Arbitration): Multi-billion dollar claim for damages for loss of the chance to develop gas fields in the Middle East, caused in breach of an obligation of confidence – field exploration and development – resource exploitation and marketing

M v N (Arbitration): US\$90m offshore construction dispute – pipeline

Buncefield tank farm explosion (Commercial Court): third party claim against equipment manufacturer – high level switch

## Career

---

2014 : Bencher (Gray's Inn)

2010 : Silk

1992 : Call: Gray's Inn

## Academic Qualifications

---

1991: LLB (Hons), Liverpool Polytechnic

1992: Bar Vocational Course, Inns of Court School of Law

## Awards

---

### **Chambers and Partners 2023, Energy & Natural Resources:**

*“Claire provides clear and reliable advice and is an absolutely ferocious advocate. She will prepare night and day and be completely on top of everything and she fights very hard for her clients’ interests in hearings.”*

*“She is a very robust advocate.”*

### **Chambers and Partners 2023, Insurance:**

*“Claire has an excellent advocacy style.”*

### **Chambers and Partners 2023, Shipping & Commodities:**

*“Claire is a great cross-examiner.”*

### **Chambers and Partners 2022, Energy & Natural Resources:**

*“She is utterly on top of the technical aspects of difficult cases.”*

### **Legal 500 2022: Energy & Natural Resources:**

*“A popular silk who has an impressive manner in court.”*

## Publications

---

*Arnould: Law of Marine Insurance and Average*

(contributing editor) 17th Ed (2008), 18th Ed (2013), 19th Ed (2018) & 20th Ed (2021)

*The Fraudulent Claims Principle: The Mental Element*

The Modern Law of Marine Insurance Vol. 4 (2016)

*Reform of the pre-contractual duty of disclosure of the agent to insure: evolution or revolution?* [2013] LMCLQ 325