

ESSEX COURT CHAMBERS

BARRISTERS



CLAIRE BLANCHARD QC

Call: 1992 | Silk: 2010
cblanchard@essexcourt.com

24 Lincoln's Inn Fields, London WC2A 3EG, UK
T +44 (0)20 7813 8000
F +44 (0)20 7813 8080
DX 320 Chancery Lane
E clerksroom@essexcourt.com
www.essexcourt.com

PROFESSIONAL PRACTICE

“Ferocious fighter” and *“excellent cross examiner”* Claire Blanchard QC has a specialist commercial practice and is an experienced advocate, both in Court and in international arbitration, and has appeared at all levels in the English Courts. She has experience across a broad range of commercial disputes, as well as particular expertise in matters relating to energy and natural resources, insurance and reinsurance, international trade and shipping. *“Highly commercial”* and with *“remarkable analytical skills”*, Claire is *“down-to-earth”*, *“very good to work with”* and *“approachable.”*

Claire’s clients have included state owned entities, financial institutions and other major commercial corporations and high net-worth individuals. She also accepts appointments as an arbitrator.

Claire is a contributing editor to *Arnould : Law of Marine Insurance and General Average* 17th Ed (2008) and 18th Ed (2013). She is also an experienced advocacy trainer.

AREAS OF EXPERTISE

- Banking
- Commercial litigation
- Energy & natural resources
- Insurance & reinsurance
- International trade & transport
- Professional negligence
- Ship sale, building & finance
- Shipping & commodities

- International commercial arbitration & related court applications

WHAT OTHERS SAY

Claire has consistently been cited in legal directories as a leading practitioner (Chambers UK 2015 : Commercial Dispute Resolution, Energy & Natural Resources, Insurance and Shipping & Commodities; Chambers Global 2014 : Energy & Natural Resources; Legal 500 UK 2014 : Insurance & Reinsurance, Shipping, Energy and Commodities), where the descriptions of her have included that she *“takes no prisoners and is incredibly forceful”*; *“fights hard for her clients’ interests and consistently achieves great results”*; is *“such a ferocious fighter”* that peers admit they *“dread having her on the other side”*; is a *“fiery advocate”* known for her *“robust and effective advocacy”* who *“puts her opponents under pressure”*; is *“hardworking and determined and gets her teeth into cross examination”*; is a *“very feisty advocate”*; is *“quite a terrier”*; is an *“immensely strong advocate and a doughty fighter”*; is a *“forceful and formidable advocate”*; is *“a skilled cross examiner with a fair and forceful attitude”* and that *“she really fights the client’s corner and is highly respected by the Bench”*. *“Sources highlight her ability to formulate irresistible arguments.”*

Claire has also been described as *“absolutely fantastic”*; *“hardworking and responsive”*; *“known for being very patient but also highly robust when dealing with difficult clients”*; combining *“first-rate legal analysis with a resolute, no nonsense approach to both her advocacy and her advice”*; impressing *“with her attention to detail and relentless commitment to clients”*; *“very fair and very good to work with”*; *“a top port of call”* for insurance coverage and jurisdictional points; *“extremely knowledgeable when it comes to marine insurance”*; *“a very good analyst and knows the energy area well”*; *“quick to grasp the material points and always prepared to go the extra mile”* and *“recommended for sub-sea pipeline disputes.”* *“She is prepared to argue over every dollar if the client wants her to, but equally can charm the other side into a settlement.”* *“She is extremely incisive and easy to deal with, has great command of [insurance law] and is very hard-working. She has a mind like a steel trap.”* *“She is formidable and incredibly thorough, and her ability to focus and drill down to the issues is amazing.”* *“She is good at mastering a lot of detail and is tenacious.”*

In client meetings, Claire is *“excellent. She is firm, but willing to consider the clients’ theories and opinions and then express them in an extremely ‘courtly’ fashion.”* *“In conference, clients appreciate the clarity of her advice, and particularly like the way she is “forthright and tells you as it is.””*

EXAMPLES OF NOTABLE CASES

Notable cases include *Metall Market OOO v Vitorio Shipping, The “Lehmann Timber”* (Court of Appeal); *Global Process Systems v Syarikat Takaful Malaysia, The “Cendor MOPU”* (Supreme Court); Commercial Court actions and arbitrations relating to the petrochemical industry, including offshore construction and the litigation arising from the *Buncefield* tank farm explosion; shipbuilding, ship finance and ship sale disputes; shipping and commodities cases, raising a diverse range of issues relating to contracts of sale, bills of lading and Charterparties and Arbitration Act 1996 applications.

COMMERCIAL LITIGATION, INTERNATIONAL ARBITRATION AND ENERGY & NATURAL RESOURCES

Instructions include disputes relating to anti-suit injunctions, conflicts, jurisdiction, applications under Arbitration Act 1996, energy & natural resources, warranties in sales of businesses, professional negligence, guarantees, sale of aircraft, damage to & sale of fine art, product liability and supply of goods & services.

Cases include :

S v H (Singapore 2014) : conspiracy to cause loss by unlawful means

S v J (Arbitration 2014) : supply of services to state owned entity – unjust enrichment

M v E (Chancery Division 2014) : claims to set aside judgments on the ground that they were obtained by fraud

I v I (Commercial Court 2014) : breach of warranty in share sale agreement

B v B (Commercial Court 2013) : guarantee claim – breach of bank’s duty to surety

L v M (QBD 2012) : obligations of warehouseman

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

M v N (Arbitration 2012) : offshore construction dispute

L v R (Commercial Court, 2011) : impact of mitigation effort on measure of loss

“*R*” (Arbitration 2011): rights of minority shareholder & issues as to expert share valuation

K v V (Arbitration 2011) : BOT contract – reconstruction of state owned factory – unjust enrichment

Buncefield tank farm explosion (2008) : claim against equipment manufacturer

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 (2004/2005) : duty of care of classification society

Renewable Energy Co v Thames Water Utilities (2001) : 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

INSURANCE & REINSURANCE

Instructions include disputes relating to marine (hull & cargo) and non-marine policies, P&I cover, reinsurance and Lloyd's RITC, plus related arbitral and jurisdictional issues.

Cases include :

Vessel "S" (Advisory 2013) : pollution mitigation measures and general average

Vessel "O" (Advisory 2013) : s39(5) MIA 1906

N v C (Commercial Court 2012) : claim on CAR policy

Global Process Systems v Syarikat Takaful Malaysia "The Cendor MOPU" [2009] EWHC 637 (Comm); [2009] 2 Lloyd's Rep 72, [2010] 1 Lloyd's Rep 243 (Court of Appeal) & [2011] 1 Lloyd's Rep 560 (Supreme Court) : relationship between inherent vice and perils of the sea in a marine insurance policy

Vessel "S" (Advisory 2010) : claim on cargo policy for cargo seized by pirates

"G" (Advisory 2010) : loss of high value consignment

R v M (Arbitration 2009) : reinsurance, subrogation expenses

XL London Market v Acott & Tilley Capital [2004] EWHC 1182 (Comm), LTL 8/6/2004 : pre-action disclosure where no explanation given for substantial release from RITC premium

Interpart v Lexington Insurance Co [2004] Lloyd's Rep IR 690 : cargo policy, duty of utmost good faith/fraudulent claims rule

Agapitos v Agnew (No 2) [2003] Lloyd's Rep IR 54 : breach of warranty & waiver of breach

Agapitos -v- Agnew "The Aegeon" [2002] Lloyd's Rep I.R & [2003] QB 556 (Court of Appeal) : total loss of vessel : duty of utmost good faith / fraudulent claims rule

Nima Sarl v Deves Insurance Co "The Prestrioka" [2003] 2 Lloyd's Rep 327 (Court of Appeal) : total loss of vessel : application of s44 MIA to phantom ship

Matalan v Tokenspire 18 May 2001 : contractors' negligence policy, meaning of recklessness

Wood v Perfection Travel [1996] LRLR 223 (Court of Appeal) : insurer's right to intervene in proceedings against insolvent insured

INTERNATIONAL TRADE & TRANSPORT, SHIP SALE, BUILDING & FINANCE AND SHIPPING & COMMODITIES

Instructions include disputes relating to charterparties, bills of lading, ship/yacht building, ship/yacht sale, ship finance (mortgages, guarantees and assignments), ship brokers, shipping pools, casualties, oil pollution, FPSO & other offshore vessels, general average, P&I calls, marine insurance, duties of classification societies, formal investigations and limitation of actions,

plus related arbitral and jurisdictional issues.

Cases include :

Vessel "TR" (Arbitration 2014) : bareboat charter – obligations on redelivery

Metall Market OOO v Vitorio Shipping, The "Lehmann Timber" [2012] 2 Lloyd's Rep 73 (first instance) & [2013] EWCA Civ 650 : piracy & general average, general average security & liens for expenses

K v M (Arbitration 2013) : commodities sale – Sale of Goods Act implied terms

K v P (Arbitration 2013) : commodities sale – exercise of right of rejection

Vessel "T" (Arbitration 2013) : bareboat charter – condition of ship on redelivery

Yacht "P" (Arbitration 2013) : yacht hire – obligations under MYBA standard form

Vessel "E" (Advisory 2013) : shipowners' lien on cargo

Vessel "R" (Arbitration 2012) : new building dispute

Vessel "W" (Advisory 2012) : shipowners' lien on sub-freights

Vessel "E" (Advisory 2012) : seller's obligations under Norwegian Saleform

Vessel "S" (Arbitration 2012) : demurrage

Vessel "S" (Arbitration 2010, Appeal 2011) : termination of head charter

B v C (Commercial Court, 2011) : damage to oil terminal berth

Vessel "J" (Arbitration 2011): responsibility for shipboard fire

Vessel "M" (Arbitration 2011) : responsibility for shipboard explosion

Vessels "O" (Arbitration 2011), *Vessel "S"* (Arbitration, 2011) & *Vessel "I"* (Advisory, 2011): sugar charter issues

Vessel "P" (Arbitration 2010), *Vessel "G"* (Arbitration, 2010), *Vessel S* (Arbitration, 2009) & *Vessel "M"* (arbitration, 2009) : off-hire

P v S (Commercial Court 2010) : damage to oil rig

E v M (Commercial Court 2010) : commodity sale

N v S (Commercial Court 2010) : claim on guarantees of shipbuilding instalments

DSND v OSA "The Botnica" [2007] 1 Lloyd's Rep 37 : effect of absence of signature on validity of charterparty

The Re-Opened Formal Investigation into the Loss of the MV Derbyshire (Final Report 2000) & [2002] CLC 1304 (costs)

Union Trans-Pacific v Orient Shipping [2002] EWHC 1451 (Comm), TLT 17/7/2002 : effect of dissolution of company on arbitration clause & reference

China Offshore v Giant Shipping "The Posidon" [2001] 1 Lloyd's Rep 697 : charterparty, obligation to load full & complete cargo

Marinplex v Compagnie de Gestion "The Ambor/Once" [2001] CLC 138 : shelltime 4 : illegitimate last voyage

Rank Enterprises v Gerard [1999] 2 Lloyd's Rep 666 & [2000] 1 Lloyd's Rep 403 (Court of Appeal) : guarantee in Norwegian Sale Form

BUA International v Hai Hing Shipping "The Hai Hing" [2000] 1 Lloyd's Rep 300 : setting aside extension writ for non-disclosure

Mahavir Minerals v Cho Yang Shipping "The MC Pearl" [1997] 1 Lloyd's Rep 566 : restraining proceedings in breach of exclusive jurisdiction clause.

CAREER

2014 : Bencher (Gray's Inn)

2010 : Silk

1992 : Call: Gray's Inn

EDUCATION

1991: LLB (Hons), Liverpool Polytechnic

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

