

Socrates Papadopoulos

CALL: 2001

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Languages: Greek (fluent)



Overview

Socrates has been a tenant at Twenty Essex since October 2001. He has a commercial law practice with an extensive experience of all aspects of shipping law.

He appears both as sole counsel and as part of a team in the Commercial Court, the Court of Appeal and in arbitrations in the UK and abroad.

His practice encompasses a wide range of commercial matters, including heavy commercial cases. Socrates is also comfortable dealing with cases with a significant technical aspect.

Publications

- “Rethinking Monroe v. Ryan” [2019] LMCLQ 318
- “Subjects in Contractual Negotiations: The Leonidas” [2022] LMCLQ 28
- “Demurrage: What Losses Does it Liquidate Under English Law? The Eternal Bliss” [2023] 29 IJML 9

Education

- University of Oxford, BA Jurisprudence
- University College London, LL.M

Key cases

- *Mercuria Energy v Raphael Cotoner Investments* [2023] EWHC 2978 (Comm): Whether carrier who was in breach of employment orders was entitled to rely on the Hague-Visby Rules exception of negligent navigation.
- *Fimbank Plc v Discover Investment Corp.* [2020] EWHC 164 (Comm): Significant case on misdelivery under bills of lading concerning whether financing bank has claim against carrier where its contractual arrangements with third parties required cargo to be delivered without presentation of bills of lading.

- *The Star Polaris* [2017] 1 Lloyd's Rep 203 (Commercial Court): Meaning of "consequential losses" in the context of an exception in an SAJ form shipbuilding contract.
- *Standard Chartered Bank v Dorchester LNG* [2015] 1 Lloyd's Rep 97 (Court of Appeal); [2013] 2 Lloyd's Rep 338 (Commercial Court): one of the leading modern authorities on title to sue under bills of lading and requirements for becoming lawful holder under the COGSA 1992. Also concerns key letter of credit issues including causes of action for dishonour of a letter of credit.
- *Rainy Sky and others v Kookmin Bank* [2011] 1 Lloyd's Rep 233 (Court of Appeal); [2010] 1 All ER (Comm) 823 (Commercial Court): one of the leading modern authorities on contractual interpretation and on how tension between purposive and textual interpretations is to be resolved.
- *Re Lehman Brothers International (Europe) (In Administration)* [2010] EWHC 2094 (Chancery Division); [2010] EWHC 3044 (Chancery Division): major piece of litigation following the collapse of Lehman Brothers between the principal London based Lehman entity and Lehman affiliates worldwide concerning ownership of US\$1.5 billion of securities.
- *Great Elephant Corporation v Trafigura and others (The Crudesky)* [2014] 1 Lloyd's Rep 1 (Court of Appeal); [2012] 2 Lloyd's Rep 503 (Commercial Court): various aspects of chain contracts for the sale of crude oil, including force majeure, delegated performance, Sale of Goods Act implied terms, and when intervention by state authorities amounts to novus actus interveniens.
- *Carboex SA v Louis Dreyfus* [2012] 2 Lloyd's Rep 379 (Court of Appeal); [2011] 2 Lloyd's Rep 177 (Commercial Court): extent of application of charterparty strike clauses, including when clause applies to excuse post-strike delays.
- *Schweppe v Harper* [2008] All ER (D) 311 (Court of Appeal): various important issues of contract law including unilateral offers, contingent conditions precedent, certainty of terms, agreement to negotiate in good faith, and implied terms of cooperation and non-prevention.
- *Sunderland Marine Mutual Insurance Co v Wiseman* [2007] 2 Lloyd's Rep 308 (Commercial Court): marine insurance and jurisdictional dispute addressing whether the doctrine of forum non conveniens applies between England and Scotland.
- *Nakanishi Marine v Gora and others* [2012] EWHC 3383 (Comm): proper construction of deed of subordination and whether solicitors are agents to receive notices on behalf of their clients.
- *Tidebrook Maritime Corp v Vitol SA of Geneva (The Front Commander)* [2006] 2 Lloyd's Rep 251 (Court of Appeal): proper interpretation of widely used Vitol Chartering Terms and whether charterers' consent to early notice of readiness causes laytime to commence before laydays.
- *Uniworth International v Plover Investments* [2006] EWHC 1163 (Chancery): whether sale of textile business duly authorized and whether on-sale should be prevented by injunction.
- Lead counsel in Stockholm Chamber of Commerce arbitration concerning validity of a €100 million declaration of dividend.