

Circular Ref: 2016/0012**Date: 12 August 2016****Notice of Arbitration - Send it to the correct address**

In a recent case of *Sino Channel Asia Ltd v. Dana Shipping and Trade Pte Singapore and Dana Shipping and Trading SA* [2016] EWHC 1118 (Comm), claimant even after the winning the arbitration award could not enforce it against the Sino Channel Asia Ltd.

Claimant sent the Notice of arbitration to person acting as an agent for Sino Channel Asia during pre-fixture negotiation, as the same person used to perform day to day work for Sino Channel Asia. Dana commenced the arbitration and all the way until the arbitration award was rendered, Sino Channel remained quiet. When the time came for enforcement of the arbitration award, they applied to the High Court in England that the tribunal was not constituted correctly as they had not received the arbitration notice. Court agreed with Sino Channel's view as the agent can have the general authority to do various tasks, but not for accepting any legal or notice of arbitration.

FDD department of ALCO advice to Andrew Liu's clients is to ensure there is a notice clause in the charterparty to avoid such issues. The name(s) and e-mail address(es) of the person who can receive such notice should be clearly mentioned in the charterparty.

Source of Information: Andrew Liu & Co., Ltd www.andrewliu.com.hk