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SIGNED AND STAMPED, BUT WHO IS ACTUALLY BOUND? CONSIDERATIONS FOR CONTRACTUAL PARTIES GRANTING AGENCY AUTHORITY.

In *White Rock Corporation Ltd v Middle Volga Shipping Company and others* [2025],¹ the English High Court (the “Court”) found that there was no “good arguable case” that Middle Volga Shipping Company (“Middle Volga”), a Russian company, was party to a time charter with White Rock Corporation Ltd (“White Rock”), and therefore not bound by its jurisdiction clause.

When Russia invaded Ukraine in February 2022, Middle Volga instructed North Global Denizcilik Ithalat Ve Ihracat Ticaret Limited Sirketi (“**North Global**”) to act as intermediary to address market reluctance to contract directly with Russian entities. Peter MacDonald Eggers KC (sitting as Deputy Judge) found that Middle Volga had the “better of the argument” that it was not a contracting counterparty, as the contractual documentation indicated that North Global was the disponent owner, North Global issued invoices to White Rock, and there was email evidence to the broker clarifying North Global’s role as intermediary.

This judgment underscores the importance of clearly documenting counterparties and any changes to counterparties, as the Court will not presume a named party is principal unless strong evidence shows otherwise. Attempts to structure commercial arrangements to obscure the true nature of contractual relationships – such as using intermediaries to avoid direct contracts with certain entities – will be scrutinised by the Court. If parties wish to bind another party to an already signed charterparty, they should consider drafting and signing formal addenda to evidence actual authority, to avoid lengthy and costly legal challenges.

¹ *White Rock Corporation Ltd v Middle Volga Shipping Company and North Global* [2025] EWHC 2089 (Comm)



BACKGROUND

The dispute arises from a time charterparty concluded by way of a clean fixture recap (the “**Recap**”) incorporating a proforma containing a list of amendments to the Shelltime 4 form, under which White Rock hired four vessels (the “**Vessels**”)² for two years +/- 15 days at their option, with a minimum of two Vessels to be delivered by 5 May 2022 (the “**Charterparty**”). The Recap named White Rock as charterer, and North Global as technical and commercial managers.

Rather than specifically identifying its contractual counterparty, the Recap referred to “*registered owners as per attached Q88*” – an industry standard questionnaire for tanker chartering. The Q88 identified North Global as disponent owner, as well as technical operator and commercial operator of the Vessels; notably, the Recap did not mention Middle Volga. Although it does not appear to be identified in the Q88, it is common ground that Middle Volga was at all times bareboat charterer of MT *Lada*.

The Charterparty incorporated an English law and jurisdiction clause (the “**Jurisdiction Clause**”):

“This Charter Party shall be construed and the relationship between the parties determined in accordance with the Laws of England. Any dispute arising out of or in connection with this Charter Party, involving amounts in excess of United States Dollars Two Hundred Thousand (US\$200,000), shall be subject to the jurisdiction of the English High Court ...”

When Russia invaded Ukraine in February 2022, Middle Volga instructed North Global to act as an intermediary charterer (and not as an agent) to address market reluctance to contract directly with Russian companies. This arrangement was later formalised in four head charterparties, which were subsequently consolidated into a single time charter indicating that North Global was head charterer and Middle Volga was owner (the “**Head Charterparty**”). Further, in February 2023, White Rock signed a formal charterparty which identified North Global as owners and White Rock as charterers – North Global did not sign this document.

WHITE ROCK’S CLAIM

Following a collision involving MT *Midvolga 3* in March 2023, White Rock arrested two Vessels in Turkey and brought a US\$12.6 million claim against Middle Volga and North Global, alleging repudiatory breach of the Charterparty. White Rock relied on the Recap and its Jurisdiction Clause. Middle Volga challenged the Court’s jurisdiction, contending that it was not a party to the Charterparty and therefore not bound by the Jurisdiction Clause.

THE PARTIES’ POSITIONS

The dispute boils down to who is bound by the Jurisdiction Clause, which ultimately hinges on the true identity of the disponent owner.

1. **White Rock’s position:** Middle Volga was White Rock’s contractual counterparty, either directly or through North Global as agent.
 - a. White Rock argued that they contracted directly with Middle Volga, with North Global acting solely as technical and commercial manager.
 - b. This was a case of concealed principle, opposed to undisclosed principle. In a typical undisclosed principal scenario, the counterparty is unaware of the principal’s existence at the time of contracting. Here, however, White Rock knew of Middle Volga’s existence and believed they were contracting directly with Middle Volga.
 - c. White Rock also challenged the authenticity of the witness statements and the Head Charterparty, suggesting the latter may be a sham to give the “*appearance of creating between the parties’ legal rights and obligations different from the actual legal rights and obligations (if any) which the parties intend to create.*”³ This concern is heightened by the commercial context following the Russian invasion of Ukraine, which incentivised the disguising of Russian ownership.

² The Vessels are MT *Lada*, MT *Kupava*, MT *Midvolga 2* and MT *Midvolga 3*.

³ See [52] of the judgment.



Despite some documents supporting Middle Volga's position, White Rock maintained there was at least a plausible evidential basis for their claim that Middle Volga was the true counterparty.

2. **Middle Volga's position:** North Global was White Rock's contractual counterparty.
 - a. It was immaterial that North Global did not sign the formalised Charterparty, which identified it as owners in February 2023; the existence of the Charterparty superseded the Recap⁴. Further, all operational communications and invoices were handled by North Global, with payments made to its account. On 27 June 2022, the broker clarified to White Rock that North Global was the disponent owner, and had chartered the Vessels from Middle Volga.
 - b. Middle Volga contended that delivery protocols and Vessel arrests did not establish a contractual relationship with White Rock. Under English law, White Rock could not have arrested the vessels if only North Global was liable.
 - c. The Charterparty contained a clause stating the Vessels had no connection with Russia, indicating White Rock's unwillingness to contract with a Russian entity.
 - d. Even if North Global acted as an agent, it could only bind Middle Volga as an undisclosed principal if it acted within the scope of its actual (express or implied) authority and intended to contract on Middle Volga's behalf, provided nothing in the Charterparty or surrounding circumstances was inconsistent with such agency. The law presumes a named party is principal unless there is convincing evidence otherwise.⁵

COURT PROCEEDINGS

To determine who had authority to be a party to the Charterparty and bound by the Jurisdiction Clause, White Rock, as claimant, bore the burden of establishing a “*good arguable case*” that Middle Volga was bound by the Charterparty – either directly or through North Global as agent. This required White Rock to supply evidence showing it has the better argument, or at minimum, a plausible evidential basis if a reliable assessment cannot be made, that the proposed counterparty is party to the contract.⁶

After analysing the evidence, the Court concluded that Middle Volga had “*the better of the argument*”⁷ that it was not a contracting party. The Charterparty named North Global as owner, and supporting documents – including the Q88 forms, hire invoices, correspondence, and conduct – consistently identified North Global as principal. Although the Vessels' protocols of delivery identified Middle Volga as owners, the Court found these were not contractual documents. As a result, White Rock failed to establish a good arguable case that Middle Volga was party to the Charterparty, and the Court found it had no jurisdiction to hear White Rock's claim against Middle Volga.

In October 2025, White Rock's application for permission to appeal was refused on jurisdictional grounds, with the Court finding that the proposed grounds of appeal had no real prospect of success (the “**Consequential Judgment**”).⁸ The Court also declined jurisdiction to extend time for filing an Appellant's Notice, though it indicated that, if it had jurisdiction, it would have granted a 21-day extension. If White Rock wishes to challenge the judgment, it must now apply directly to the Court of Appeal.

⁴ See [51](1) of the judgment, which cites *Time Charters* (7th ed, 2014), para 1.39, citing *Electrosteel Castings Ltd v Scan-Trans Shipping & Chartering Sdn Bhd* [2002] EWHC 1993 (Comm); [2003] 1 Lloyd's Rep 190

⁵ See *The Magellan Spirit* [2016] EWHC 454 (Comm); [2016] 2 Lloyd's Rep 1 [27] – [29]

⁶ See [74] of the judgment, supported by analysis of *Clifford Chance LLP v Société Générale SA* [2023] EWHC 2682 (Comm) and *Kaefer Aislamientos SA de CV v Atlas Drilling Mexico SA de CV* [2019] EWCA Civ 10; [2019] 1 WLR 3514

⁷ See [88] of the judgment.

⁸ See *White Rock Corporation Ltd v Middle Volga Shipping Company and North Global* [2025] EWHC 2746 (Comm).



COMMENT

If contractual obligations are outsourced to an agent or an agency argument is alleged, a claimant is required to provide clear and convincing evidence of the agency relationship. The Court takes a strict approach, assessing only the material and evidence currently before it – not what might emerge later – to determine who is bound. While a presumption exists that a named party acts as principal, this can be displaced if there is a plausible evidential basis showing the named party – in this case North Global – is, contrary to appearances, contracting on behalf of an undisclosed principal. Operational documents and delivery protocols alone are insufficient to establish agency if the main contract and surrounding circumstances do not support such agency. In the absence of convincing proof, the Court will treat the named party as principal, rather than agent.⁹

Challenging jurisdiction should be approached with caution. The Arbitration Act 2025 imposes stricter requirements on jurisdiction challenges, and prevents the Court from rehearing evidence on jurisdiction that has already been considered by a tribunal.¹⁰ Further, the Consequential Judgment suggests that the appeal court is generally reluctant to interfere with decisions on agency relationships; Middle Volga submitted that the Court's decision that there was no “good arguable case” that Middle Volga was party to the Charterparty was an “evaluative decision.”¹¹ In particular, the appeal court will “not carry out a balancing task afresh but must ask whether the decision of the judge was wrong by reason of some identifiable flaw in the judge's treatment of the question to be decided, “such as a gap in logic, a lack of consistency, or a failure to take account of some material factor, which undermines the cogency of the conclusion.”¹²

The judgment can be found [here](#).

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⁹ See [51](5) and [80] of the judgment, where MacDonald Eggers KC relies on Leggatt J's judgment in *The Magellan Spirit* [2016] EWHC 454 (Comm); [2016] 2 Lloyd's Rep 1

¹⁰ See Arbitration Act 1996, section 32 as amended by Arbitration Act 2025.

¹¹ See *Berge Bulk Shipping Pte Ltd v Taumata Plantations Limited* [2025] EWCA Civ 876 at [54]

¹² See *Re Sprintroom Ltd* [2019] EWCA Civ 932 at [76]