



3 June 2026

PARALLEL PROCEEDINGS: ASYMMETRIC JURISDICTION CLAUSES EXAMINED BY THE ENGLISH COMMERCIAL COURT

EXECUTIVE SUMMARY

Stephenson Harwood LLP recently represented a party to proceedings before the Commercial Court in which the Court considered applications for an anti-suit injunction and an anti-anti-suit injunction by three claimants and a jurisdiction challenge by a defendant which were brought in, arguably, parallel proceedings (the other proceeding in Singapore) arising out of a ship financing arrangement. Mr Justice Bright held that, based on the proper construction of the asymmetric jurisdiction clause in question, none of the applications could succeed, finding that neither party could use the clause to defeat the other's rights, even where there was a risk of inconsistent judgments, as the parties had specifically anticipated the prospect of parallel proceedings. He therefore dismissed all three applications, leaving the parties free to pursue their respective claims in the courts of England and Singapore.

The full judgment is available [here](#).

BACKGROUND

The Export-Import Bank of China (the “**Lender**”) and various companies (the “**Original Borrowers**”) entered into ship finance arrangements in respect of vessels now owned by the claimants (the “**Borrowers**”). The Lender and the Borrowers entered into negotiations to replace the original arrangements, and concluded a number of agreements (the “**Finance Documents**”) including a novated, amended and restated loan agreement (the “**Loan Agreement**”), a deed of novation, amendment and restatement (the “**Deed**”) and a mortgage over three vessels, including the “Spec Nichole” (the “**Vessel**”), which was owned by one of the Borrowers (“**Spec 3**”). [8 – 14]

The Jurisdiction Clause

“18.2 Jurisdiction For the exclusive benefit of the Lender, the parties to this Agreement irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any dispute (a) arising from or in connection with this Agreement or (b) relating to any non-contractual obligations arising from or in connection with this Agreement and that any proceedings may be brought in those courts.



18.3 Alternative jurisdictions Nothing contained in this Clause 18 shall limit the right of the Lender to commence any proceedings against the Borrowers in any other court of competent jurisdiction nor shall the commencement of any proceedings against the Borrowers in one or more jurisdictions preclude the commencement of any proceedings in any other jurisdiction, whether concurrently or not.

18.4 Waiver of objections Each Borrower irrevocably waives any objection which it may now or in the future have to the laying of the venue of any proceedings in any court referred to in this Clause 18, and any claim that those proceedings have been brought in an inconvenient or inappropriate forum, and irrevocably agrees that a judgment in any proceedings commenced in any such court shall be conclusive and binding on it and may be enforced in the courts of any other jurisdiction.”

The Spec 3 Proceedings in Singapore (“The Sg Spec 3 Proceedings”)

The Lender commenced *in rem* proceedings in Singapore and arrested the Vessel in May 2025. The Lender’s Statement of Claim stated that the loan had been accelerated, with the result that the Borrowers were jointly and severally liable for the full amount secured by, among other things, the Vessel’s mortgage. Spec 3 has submitted to the jurisdiction of the Singaporean Court, and defended the claim, alleging that the Lender had made fraudulent misrepresentations during negotiations, which the Borrowers had relied on when entering the Finance Documents. Spec 3 is seeking relief including the rescission of all the Finance Documents, reimbursement of all expenditure and losses incurred by Spec 3 as a result of entering into the Finance Documents, damages resulting from the alleged misrepresentations and damages for wrongful arrest. The Vessel has since been sold by way of a judicial sale, with the proceeds of sale held in court, and the Singaporean proceedings have reached the stage of specific disclosure.

The English Proceedings

In July 2025, the Borrowers issued a claim form at the English High Court (the “**Claim Form**”), relying on the law and jurisdiction clause of the Loan Agreement (the “**Jurisdiction Clause**”). The basis of the claim is materially similar to the Spec 3 defence and counterclaim in the SG Spec 3 Proceedings. Before the first interim hearing of the Borrowers’ application (in December 2025), the Lender instructed English lawyers to accept service of the Claim Form. The Lender subsequently served an acknowledgement of service, indicating an intention to contest jurisdiction (the “**Jurisdiction Challenge**”).

The Spec 1 And 2 Proceedings in Singapore (The “Sg Specs 1 And 2 Proceedings”)

In October 2025, the Lender commenced additional, *in personam*, proceedings in Singapore against Spec 1 and Spec 2, seeking declarations that the Loan Agreement, the Deed and other documents were valid and binding, and seeking \$61 million in outstanding principal plus interest. These proceedings have been stayed by agreement, pending the determination of the applications before the Commercial Court.

The Spec 3 Singapore Asi Application (Sg)

The Lender had obtained, on an interim basis, an anti-suit injunction (“**ASI**”) against Spec 3, restraining it from bringing proceedings in England. In February 2026, the Singaporean High Court dismissed the Lender’s application, although the Singaporean Court of Appeal has granted permission to appeal.





THE APPLICATIONS BEFORE THE ENGLISH HIGH COURT

It was common ground that the Jurisdiction Clause was an asymmetric jurisdiction clause which contemplated the possibility of parallel proceedings in different jurisdictions, but the parties disagreed on the circumstances in which such parallel proceedings were permitted. The Lender argued that its ability to sue elsewhere was not affected by the commencement by either party of proceedings in England. However, the Borrowers submitted that the Lender could only sue outside England *before* either of them had commenced proceedings in England, whereas the Borrowers' ability to sue in England was not affected by the Lender suing elsewhere. [48]

The Lender applied for an order: (i) that the Court decline to exercise its jurisdiction on *forum non conveniens* grounds; alternatively (ii) staying the English proceedings under the Court's general case management powers. It argued that the English courts were not the natural forum for the dispute, and that the best way to avoid the risk of inconsistent decisions in England and Singapore was for the Court to stay the English proceedings and allow the two sets of proceedings on foot in respect of all Borrowers to be determined in Singapore. The Borrowers argued that, pursuant to the Jurisdiction Clause, they had an absolute right to bring proceedings in the courts of England and Wales.

The Borrowers sought: (i) a final ASI restraining the Lender from pursuing the SG Specs 1 and 2 Proceedings; and (ii) an anti-ASI preventing the Lender from seeking any further anti-suit relief in Singapore against Spec 1 and Spec 2.

JUDGMENT

Mr Justice Bright dismissed all three applications.

The Borrowers' ASI application was refused on the grounds that Singapore was a court of competent jurisdiction within the meaning of the Jurisdiction Clause, and Lenders were entitled to commence proceedings in Singapore. The Borrowers could therefore only have succeeded if they could show that the relevant proceedings were vexatious and/or oppressive.

They were unable to do this, particularly as the Jurisdiction Clause envisaged a situation where parallel proceedings were commenced.

The Borrowers' anti-ASI application failed because there was no indication that the Lender intended to apply for an ASI. In any event, the application that would be made to the Singaporean Court and would be "*bound to fail*" [157].

In respect of the Lender's jurisdiction challenge, Bright J held that England was the exclusive jurisdiction for any proceedings the Borrowers might commence, and therefore "strong reasons" were required to justify a stay. He concluded that there were no such reasons [143].

Permission to appeal, sought by the Lender, was refused.

COMMENT

This case is a significant addition to the relatively sparse body of English case law on asymmetric exclusive jurisdiction clauses, commonly used in finance documentation. The decision confirms that such clauses will be construed purposively, to protect a lender's desire to enforce in any court of competent jurisdiction, i.e. wherever the borrower's assets are located, whilst also upholding a borrower's unqualified right to bring proceedings against that lender in the forum designated in the relevant clause of the contract. The Court's confirmation of this protection will bring comfort to lenders where the secured assets are moveable.

The judge found that neither party could use the clause to defeat the other's rights, even where there was a risk of inconsistent judgments, as the parties had specifically anticipated the prospect of parallel proceedings. This decision underlines the importance of a thorough review of contractual wording both at the negotiation stage and when contemplating the enforcement strategy, given the likelihood of multi-jurisdictional disputes.

Stephenson Harwood (Kirsty MacHardy, Rebecca Crookenden and Charles Anderson) acted for the Bank in these proceedings, with David Lewis KC and Josh Folkhard, of Twenty Essex.



AUTHORS



KIRSTY MACHARDY
*Partner, Head of
Transportation and Trade*
+ 44 20 7809 2440
kirsty.machardy
@stephensonharwood.com



REBECCA CROOKENDEN
Partner
+ 44 20 7809 2112
rebecca.crookenden
@stephensonharwood.com



CHARLES ANDERSON
Associate
+ 44 20 7809 2527
charles.anderson
@stephensonharwood.com