



# HH MARK PELLING KC

## INTERNATIONAL ARBITRATOR

Mark accepts appointments as an international arbitrator and mediator. He will also sit as a judge in the DIFC Court of Appeal from February 2026.

Mark's appointment to the DIFC Court demonstrates his experience in the region developed during his practice as an English Barrister for over 27 years as well as the substantial experience he has acquired trying Commercial Court cases since 2019.

He is a qualified arbitrator (FCIArb), mediator and adjudicator and previously served on the board and was Chairman of the Board of Governors of Ravensbourne College of Design and Communications until 2000.

When in practice as a Barrister, Mark was regularly instructed in cases and in an advisory capacity in the GCC region as well as appearing in arbitrations and in similar capacities in Bangladesh, Gibraltar, Isle of Man, India, Russia, and Switzerland. He was called to the Bars of Gibraltar and Northern Ireland for the purpose of conducting particular specialist cases in those jurisdictions. He has particular expertise in cases concerning banking and finance, competition, insurance, construction, engineering, technology, competition, shipping and cross border fraud.

Mark grew up and was educated in North East London. He read law at Kings College London and was called to the Bar by the Honourable Society of Middle Temple in 1979 who awarded him the Lloyd Jacob Exhibition in 1978. In 1979, he was awarded the Van Heydon de Lacey Memorial Exhibition by the Inns of Court School of law. He practiced from Monckton Chambers and later 3VB, where he specialised in commercial and construction litigation both in the Courts in England and Wales and in arbitration both in London and internationally. He was appointed a QC (now KC) in 2003. He was elected a bencher of the Honourable Society of Middle Temple in 2011.

In 2003, he was appointed a Civil Recorder and in February 2006 began to sit as a High Court Judge in the Queens Bench and Chancery Divisions, Circuit Commercial Court, Technology and Construction Court. Later also sitting in the Administrative and Planning Courts of the High Court and the Upper Tribunal, Immigration and Asylum Chamber. In 2019, he was appointed Judge in Charge of the London Circuit Commercial Court ("LCCC") and authorised to sit as a Judge of the Commercial Court. Since 2019, Mark has undertaken a substantial amount of trial work in the Commercial Court as well as hearing a significant number of arbitration claims concerning challenges under ss.67-69 of the UKs Arbitration Act 1996. He has lectured extensively both in the UK and elsewhere for which he was recognised by being elected an Honorary Bencher of the Hon Society of the Kings Inns, Republic of Ireland. He is a specialist editor of the White Book – the authoritative text book concerning the Civil Procedure Rules, Practice Directions and Specialist Court guides for the Courts of England and Wales. He is also primary editor of the 2022 edition of the Circuit Commercial Court Guide and its 2023 revision.

Mark is very well known for his commitment to the court system and legal development. Whilst combining his permanent role as a Specialist Senior Circuit Judge, he led projects concerning the redeployment of judiciary based in closing courts, introduction of IT change, flexible hours and utilisation pilots and programmes. On becoming the LCCC's lead judge he (a) implemented change to LCCC practice by making the court a paperless court; (b) standardised case management directions; (c) implemented a default remote hearing rule for hearings of 1/2 day or less whilst encouraging such hearings for all interim applications of up to 1 day; (d) created a specialist sub list with dedicated hearing windows for Arbitration Claims ensuring that they are heard speedily mainly by full time authorised judges; and (e) instituted a monitoring system for judgments so as to ensure that all judgments are delivered within a period of 3 months or less. Mark has been heavily involved in managing the relationship between the LCCC and the Commercial Court leading to a practice direction in 2025 providing for commencement of most Commercial Court work with a value at risk of £7m or less in the LCCC and for the transfer of cases with such values from the Commercial Court to the LCCC.

## CONTACT

---

E: mp@markpellingkc.com

T: +44 20 3589 5729

# HH MARK PELLING KC

## INTERNATIONAL ARBITRATOR

ALL FUTURE JUDGMENTS CAN BE VIEWED BY CLICKING [HERE](#)

### LIST OF SIGNIFICANT CASES (COMMERCIAL COURT)

#### Arbitration Claims

*Operafund Eco-Invest Sicav Plc v. Kingdom Of Spain* [2025] EWHC 2874 (Comm)

Assignability of ICSID Convention arbitral awards against sovereign states

*Eletson Gas LLC v. A Limited and others* [2025] EWHC 1855 (Comm)

Appointment of arbitrator by deadlocked company governed by BVI Law; Ability of party to rely on previous US arbitral award not registered and under challenge as having been obtained by fraud

*Pannonia Bio Zrt v. Chemia Bomer E. Marciniak sp.k.* [2025] EWHC 1005 (Comm)

Challenge under section 67 of the (UK) Arbitration Act 1996 challenging decision of an LCIA arbitration tribunal; Tribunal had no jurisdiction in respect of individual's claim following statutory business transformation under Art 584 of Polish Commercial Companies Code by which all contractual rights including rights under arbitration agreements transferred to successor company leaving individual with no right to refer to arbitration and tribunal with jurisdiction to resolve individual's claim

*Google LLC v. NAO Tsargrad Media and No Fond Pravoslavnogo Televideniya* [2024] EWHC 2212 (Comm)

Google granted anti-suit and anti-enforcement injunctions against Russian companies to prevent them seeking to enforce in foreign jurisdictions Astreinte orders imposing compounding fines exceeding US\$1.8 octillion obtained in breach of exclusive jurisdiction and arbitration agreements.

*AZ v. BY* [2024] EWHC 1847 (Comm); [2024] 2 Lloyds rep 269

The outcome of an arbitration was governed by the Dispositif within the award and not the narrative reasons for the decision.

*Republic of Kosovo v. Contourglobal Kosovo LLC* [2024] EWHC 877 (Comm).

Application under section 86 of the (UK) Arbitration Act 1996 by Government of Kosovo challenging award of majority of an ICC Tribunal on the basis that the tribunal had created a reasonable expectation that the tribunal would not determine quantum without further evidence or submissions dismissed.

# HH MARK PELLING KC

## INTERNATIONAL ARBITRATOR

### Commercial Claims

*Viegas and others v. Cutrale* [2025] EWHC 3158 (Comm)

Claim by over 1500 orange growers against orange juice producers in Brazil for anti-competitive cartel activity. Preliminary issue as to whether claims time barred according to the laws of Brazil. Claims dismissed as time barred. Effect given to decisions of the highest relevant Court in Brazil in face of challenge as to correctness by the claimants.

*Beograd Innovation Ltd v Somovidis* [2025] EWHC 1182 (Comm); [2025] 1 WLR 3208

Debtor made bankrupt in Russia. Creditor bringing claim in High Court for enforcement of Russian judgment against debtor's properties in England. Debtor applied for stay of claim on ground Russian bankruptcy law precluding making of claims outside bankruptcy. Held Issue resolved in favour of Russian claimant.

*Palmali Shipping Sa V Litasco SA* [2025] EWHC 1149 (Comm)

Contract of affreightment was void as a matter of Swiss law because when it was entered into on behalf of the defendant company by its chief executive officer there was a clear conflict of interest between his personal interests and those of the defendant and it was not in the defendant's best interests, in each case as the claimant company well knew. In any event parties had not intended contract to have legal effect and as a matter of English law it was in part void as an agreement to agree

*Coupan Corp v. DAZN Group Limited* [2025] EWHC 1254 (Comm)

Parties entered into contract by which defendants would sub licence to the claimant streaming service the broadcast rights for club world cup football competition; whether the minimum necessary for an concluded agreement had been agreed; whether specific performance should be ordered or whether damages would be an adequate remedy.

*Macdonald Hotels Limited v. Bank Of Scotland Plc* [2025] EWHC 32 (Comm)

Terms of facility agreement precluded borrower from disposing of assets or creating any security without prior approval; Bank did not act in bad faith by refusing to consent to a borrower's request to grant security to another lender. Whilst the provisions were subject to an implied term requiring the bank to act in good faith that term as not breached when bank preferred its own commercial best interests over those of its customer.

*Songa Product and Chemical Tankers Iii As v Kairos Shipping II LLC* [2024] EWHC 3452 (Comm)

Dispute concerning proper interpretation of clause 29 of the Baltic and International Maritime Council ("BIMCO") Barecon 2001 standard form of bareboat charter. Appeal under s.69 of the (UK) Arbitration Act 1996 from LMAA tribunal. Whether owners entitled to retake possession "... at a port

# HH MARK PELLING KC

## INTERNATIONAL ARBITRATOR

or place convenient to them..." entitled them to demand that ship be sailed by Charterers from Stockton California to Trogir, when owners could reasonably have taken possession at Stockton.

*Gorbachev v. Guriev* [2024] EWHC 2174 (Comm)

Claim by claimant that he was entitled to 24.75% of the defendant's shares in PJSC PhosAgro, a Russian company that is publicly quoted both in Moscow and on the London Stock Exchange ("LSE") was dismissed following 23 day trial

*Granville Technology Group Limited (In Liquidation) and Ors v. LG Display Co. Ltd* [2024] EWHC 13 (Comm)

Claim concerning how damages in a follow on competition law claim against cartel members are to be quantified and territorial scope of EU competition law on anti-competitive agreements made outside the EU.

*Virgin Enterprises Limited v. Brightline Holdings LLC* [2023] EWHC 2240 (Comm)

Def had wrongly purported to terminate its contract with C under which it had been licenced to use the Virgin brand by alleging brand was no longer of international high repute and continued use of the brand would damage the reputation of D. Detailed analysis over 11 days of detailed technical and statistical evidence.