



HH MARK PELLING KC

INTERNATIONAL ARBITRATOR

CONTACT

Mark grew up and was educated in North East London. He read law at Kings College London and was called to the Bar in 1979 and was awarded the Van Heydon de Lacey Memorial Exhibition. 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 arbitrations both in London and internationally and appointed a QC (now KC) in 2003.

In 2006, he was appointed as a Civil Recorder and begun 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. As a specialist Senior Circuit Judge in 2019, he was appointed Judge in Charge of the London Circuit Commercial Court. Also, during 2019, he was the first English Circuit Judge to be elected an Honorary Bencher of the Hon Society of the Kings Inns, Republic of Ireland for his contribution to Anglo Irish legal relations.

Mark is very well know for his commitment to the court system and legal development. Whilst combining his permanent role as a Specialist Senior Circuit Judge, he also led projects to develop, modernise and change programmes in the County Court. These projects focused on utilisation, substantial development of the use of IT, and implemented change to LCCC practice by making the court a paperless court, creating a default remote hearing rule for hearings of 1 to 2 days or less, creating a specialist sub list with dedicated hearing windows for Arbitration Claims ensuring that most could be heard by full time authorised judges within a short window of time and instating a monitoring system for judgments.

Mark will now sit as an international arbitrator and [Judge at the DIFC Court of Appeal] from February 2026. Mark's appointment to the DIFC Court demonstrates his exceptional experience in the region developed during his practice as an English Barrister for over 27 years and further strengthen the international list of judges bringing over 20 years of experience as a Commercial Court Judge.

When in practice as a Barrister, Mark was regularly instructed in cases in the GCC as well as Switzerland, Russia, Amsterdam and India relating to insurance, commercial dry shipping, construction, finance, fraud, sport and technology. He is a qualified arbitrator, mediator and adjudicator and previously served on the board and was Chairman of the Board of Governors of Ravensbourne College of Design and Communication until 2000.

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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 no 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.

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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

Coupang 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

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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.