



DERRICK DALE QC CALL DATE: 1990 | SILK DATE: 2010

Derrick is an experienced international arbitration silk specialising in commercial disputes. He is instructed as leading counsel and as arbitrator in both domestic and in an international context. Described as having “**excellent judgment**” he has arbitrated disputes under the rules of the LCIA, ICC and DIAC rules.

Derrick arbitrator experience extends to sitting as sole arbitrator and on panels. His appointments have covered commercial, contractual and tortious disputes relating to energy contracts, shareholder agreements, franchise and distributions agreements, commission payments, insurance coverage, breach of confidence and breach of fiduciary duties.

As Leading Counsel, Derrick has acted in several high-profile reported arbitrations, including:

- *U&M v KCM*: A dispute between a Zambian mine operator and a Zambian mine owner, leading to 4 arbitral awards and 4 court challenges before the Commercial Court in London. These raised points of law in the areas of:

- (i) the jurisdiction of the court of the seat to order expedition the appointment of an arbitral panel and an anti-suit injunction;

- (ii) whether an arbitral award with a “show cause” provision is sufficiently certain;

- (iii) the circumstances in which the English Court will grant a worldwide freezing injunction notwithstanding the existence of an exclusive enforcement jurisdiction clause in favour of the Zambian courts;

- (iv) the test as to when a party making a court challenge to the arbitral award should be required to pay as security the full amount due under the award as a condition of making the challenge to the award;

- *Sul America v Enesa*: Acting for insurers in respect of a potential \$450 million insurance claim concerning political risk and a delay claim in the start-up of a construction of hydro-electricity plant in Brazil arising out of riots and the burning down of the worker’s facilities.

- *A Malaysian telecoms operator v a Middle Eastern lobby company*: An arbitration between an acquirer of telecom towers in Pakistan and a lobby firm relating to whether there was an agreement (oral or by conduct) to pay a reasonable fee for obtaining Pakistan security clearance for the contemplated transaction to acquire the telecom towers and, if so, what was the reasonable sum payable for the service provided.

- *X Parties v Y Parties*: A shareholders' dispute involving a battle between rival factions and entities for the control of a large privately owned group, involving issues relating to the failure to appoint directors, the failure to accept resignations, the failure to provide monthly management accounts, wrongful inter-company transfers without authorisation and other misdemeanours.
- *A Chinese company v a finance company*: A dispute relating to the fraudulent conversion of company stock provided to a finance company as collateral for a loan to the company and the value of the shares converted.
- *An insurer v its broker*: acting in relation to dispute between an insurer and cover holder relating to whether commission payments were made on a provisional or final basis and therefore whether they were potentially refundable when the profitability of the long tail business deteriorated in subsequent years.
- *A Mexican distributor v a Greek publisher*: An arbitration between a Greek publisher and a Mexican distributor relating to the allegedly wrongful termination of a distribution agreement.
- *A national newspaper group v Printers of the paper*: Acting in a series contractual disputes between a national newspaper group and its printers involving the construction of the terms of printing agreements and when and how the agreement could be terminated and technical issues relating to the quality of the print copy supplied to the printers and the problems associated with the printing process.
- *An insurer v another*: An arbitration between two insurers as to which insurer was liable for losses falling between two years.
- *Another v a Law Firm*: An arbitration between a magic circle firm and a former client in which the question was whether a solicitor who had previously acted under a joint retainer for 2 clients, could at the end of the joint retainer act for one of the former clients against the other in other proceedings relating to the same subject matter.
- *Hellenic Mutual War Risk Association v Sea Trade Maritime "The Athena"*: An arbitration concerning the exercise of the discretion by the Association to pay a claim involving extensive jurisdictional challenges to the jurisdiction of the arbitrators.

He is profiled in the Legal 500, Legal Experts and Chambers. In the 2020 directories, Derrick has been described as follows:

- *"Gives us exactly what we need in terms of legal, tactical and commercial input in order to put our client in the strongest position."* (Chambers and Partners)
- *"He has a natural authority in the courtroom."* (Chambers and Partners)
- *"A star banking silk."* (Legal 500)
- *"Exceptionally charming and on the ball, he also has a good way with clients."* (Legal 500)
- *"An obvious choice for complex commercial and insurance and reinsurance disputes."* (Legal 500)
- *"He has excellent judgement."* (Legal 500)

Derrick has been the joint editor of the damages section in 'Simpson on Professional Negligence'. He is also a Bencher of Middle Temple and has been a member of the Bar Standards Board (Rule Committee).

Appointments,

- LCIA and DIAC Arbitrator
- Associate Member of CI Arb
- Member of COMBAR

Education

- MA First Class, Cambridge University (1985-88)
- LLM Harvard Law School (1989)
- New York Bar (1989)
- Bar of England and Wales (1990)