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Alexander Wright successfully defends the leasing subsidiary of China's largest bank against allegations of misuse of confidential information and circumvention in connection with a c US\$720 million financing deal for four LNG carriers

Alexander Wright (led by Richard Lord KC of Brick Court Chambers) has successfully defended ICBC Financial Leasing Co Ltd ("ICBCL"), the leasing subsidiary of the Industrial and Commercial Bank of China, China's largest bank, against allegations made by Consultants Group Commercial Finance Corporation ("CGCF"), an American brokerage, that ICBCL breached the terms of a Confidentiality Letter in connection with a financing deal for four LNG carriers worth c US\$720 million.

CGCF commenced proceedings against ICBCL in California in June 2014 in breach of an exclusive jurisdiction clause contained in a Confidentiality Letter entered into between CGCF and ICBCL in favour of the English Courts. ICBCL obtained an interim anti-suit injunction against CGCF in August 2014, and CGCF submitted to the jurisdiction of the English Courts. In the English proceedings CGCF claimed that ICBCL had breached the terms of the Confidentiality Letter by misusing confidential information and circumventing it in entering into the financing transaction with CGCF's alleged client, Golar LNG Ltd, one of the world's leading owners and operators of LNG carriers.

Mr Justice Males sitting in the Commercial Court found for ICBCL on all material factual and legal issues, and in particular held that the financing transaction was introduced to ICBCL by a third party brokerage after CGCF's mandate had been terminated by Golar.

The Judge found that ICBCL had "*acted throughout in complete good faith*" but that "*[r]egrettably the same cannot be said of CGCF, which throughout this transaction repeatedly sought to create a false and misleading impression in order to advance what it saw as its prospects of obtaining lucrative fees. This occurred too frequently and systematically to have been anything other than deliberate*". The Judge concluded that there was no breach of the Confidentiality Letter and that in any event the alleged breach caused CGCF no loss since "*there was never any significant or substantial that prospect that CGCF would have arranged successful financing of any of the remaining vessels in the Golar programme*" and its claim was "*entirely speculative*".

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

Following handing down of the judgment, Mr Justice Males held that CGCF should pay ICBCL its costs on the indemnity basis.