

# Interim anti-suit injunction granted in *G2 Ocean v Tokio Marine Brasil Seguradora* [2026] EWHC 997 (Comm)

An interim anti-suit injunction has been granted in *G2 Ocean v Tokio Marine Brasil Seguradora* [2026] EWHC 997 (Comm). [James Watthey](#) and [Neil Dowers](#), instructed by Hill Dickinson LLP (Singapore), acted for the successful claimant.

The claimant was the contractual carrier of a cargo of bagged urea under various bills of lading incorporating by reference the conditions of two booking notes, including a condition providing for disputes to be resolved by arbitration in London.

The defendant was the consignee's cargo insurer and became subrogated to the consignee's rights in respect of the cargo. The defendant commenced proceedings in Brazil claiming for alleged cargo damage.

The claimant sought an anti-suit injunction against the Brazilian proceedings, relying on the long-established principle of English law that an insurer enforcing derived contractual rights must do so in accordance with the dispute resolution provisions of the contract (see, e.g., *The Jay Bola* [1997] 2 Lloyd's Reports 279, at 286).

HHJ Pelling KC granted an interim anti-suit injunction, concluding that he was satisfied to a high degree of probability that an arbitration clause had been incorporated into the bills of lading and that there was no compelling reason why an injunction should not be granted. The following features of the judgment may be of particular interest:

- a) On the question of incorporation, the bills of lading purported to incorporate terms from a "charterparty dated 12 June 2024", but there was no relevant "charterparty". Instead, there were two booking notes dated 12 June 2024, which related to the same cargo as the bills of lading. In the circumstances, that evidence was enough to satisfy the Judge to a high degree of probability that the bills of lading referred to and incorporated the terms of the booking note (see [5]).
- b) On the question of delay, the Judge reiterated that the important factor is not delay in absolute terms, but the degree to which delay has permitted the foreign proceedings to advance, increasing the degree to which an injunction would interfere (or be perceived to interfere) in a foreign judicial process (at [9], citing the judgment of Bryan J in *Qingdao Huiquan Shipping v Shanghai Dong He Xin Industry Group* [2018] EWHC 3009 (Comm)). The Brazilian proceedings were at a very early stage and there was no such delay in this case.
- c) In relation to the cross-undertaking in damages, the Judge held that the claimant, being incorporated outside England & Wales, should be required to fortify its undertaking, and that a Letter of Indemnity issued by the London office of a P&I Club would be sufficient for that purpose (at [12]-[13]). The Judge explained that the amount of the fortification should be the likely costs involved in defending the injunction claim to a short return date, which the Judge estimated in this case to be in the region of USD 85,000 (at [14]-[15]).
- d) In relation to service by alternative means, the Judge reiterated the Commercial Court practice of providing for service of an injunction claim form by alternative means, even where the defendant is resident in a Hague Convention state. This is because there are "exceptional reasons" for departure from the Hague Convention

methods of service because (1) it is necessary that an injunction respondent can be left in no doubt that an order has been made by the English Court which either precludes that party from taking particular steps or requires it to take particular steps within a fixed time ; and (2) a return date will be listed a short time after the without-notice hearing, and notice needs to be given as soon as possible to enable the respondent to obtain representation in good time before that return date (at [19]).

View the full judgment [here](#).