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Alain Choo Choy KC

Barrister
Call 1991 Silk 2009

Scope of Practice

• Arbitration • Banking and Financial Services • Civil Fraud and Investigations • Commercial Litigation • Energy and Natural Resources • Professional Liability • Company and Insolvency • Construction and Engineering • Employment • Insurance and Reinsurance • Jurisdiction and Conflict of Laws • Shareholder Disputes • Management Buyouts

Overview

Recommended by Legal 500 (Banking & Finance, Commercial Litigation, Energy and Natural Resources, International Arbitration, Professional Negligence and Civil Fraud), Chambers & Partners UK (Commercial Dispute Resolution, Banking and Finance, Civil Fraud, International Arbitration and Energy & Natural Resources) and Legal Experts (Banking, Commercial Litigation & Fraud) and named as one of the "Hot 100" by The Lawyer magazine for 2012.

Alain Choo Choy KC's practice covers the full range of company and commercial litigation, arbitration and advisory work. He has a particular interest in cases involving banking and financial services, civil fraud, jurisdiction and conflict of laws disputes. Alain has experience at all levels of the High Court, including the appellate courts. In addition, he has appeared before the House of Lords (now the Supreme Court), the Office of the Rail Regulator, the Technology and Construction Court, the Grand Court of the Cayman Islands, the BVI Commercial Court and Court of Appeal, the Mauritius Supreme Court and in various commercial arbitrations governed under a variety of rules, both in England and abroad (in particular, Paris, Hong Kong & Singapore). Alain is fluent in French.

Examples of Recent Cases

Arbitration

"Alain's strongest quality is his attention to detail and his knowledge of the law. He doesn't leave anything unanswered." "Alain Choo Choy is a superb barrister and an extremely clever man. He can turn his hand to anything, regardless of the nature of the dispute or the industry sector. He can take it on and excel." "Alain is phenomenally clever and a real pleasure to deal with." Chambers & Partners UK 2024 - International Arbitration: General Commercial & Insurance

"He is great to work with - he is very bright, analytical and has an excellent manner with clients." *"He is incisive and persuasive both on his feet and in writing*." Chambers UK 2022 - International Arbitration: General Commercial & Insurance

"He's bright, very easy to work with, great with clients and clear and articulate around the most complex contractual cases. He's a good oral advocate and gives clients commercial and practical advice." Chambers Global 2021 - International Arbitration: Counsel

"A genius with an encyclopaedic knowledge of the law, brilliant on paper and a very smooth advocate. He's incredibly responsive and hard working. Clients love him and arbitrators respect him. He's the full package and one of the best international arbitration silks at the Bar." Legal 500 2021 - International Arbitration: Counsel

Recent and notable cases have included:

- **LCIA Arbitration in London (2025)** Challenge to the enforceability of a costs award based on the Tribunal's alleged excess of power under s.63 of the Arbitration Act 1996. The underlying dispute related to the termination of a joint operating agreement in the oil and gas sector.
- **LCIA Arbitration in London (2023-2024)** Dispute between two large conglomerates involved in the steel industry pursuant to a stell business sale and purchase agreement. The proceedings relate to the enforcement of an LCIA arbitral award by way of charging order proceedings in the English commercial court. The award was granted in respect of the payment of additional consideration due under the sale and purchase agreement.
- **ICC Arbitration in London (2022)** Dispute between two well-known car rental companies operating worldwide and arising in connection with the construction of an earlier settlement between the companies and their affiliates of multiple cross-border trade mark infringement claims and counterclaims. The particular issue that arose was as to the effect of the settlement agreement on one of the companies' ability to object to the registration of a trade mark in the US market.
- **LCIA Arbitration in London (2020-2021)** Claim between a well-known Russian commercial bank and the former ultimate owner of a mining company in relation to the exercise of a put option over the shares of the mine-owning company. The dispute raises questions as to the operation of pre-arbitral negotiation provisions and their effect on the jurisdiction of the arbitral tribunal, as well as contractual questions as to whether the option was validly exercised, whether the obligation to pay the option price was in the nature of a guarantee obligation which had been discharged by supervening events, whether the option agreement had been terminated prior to its exercise, and the proper quantum of damages for breach of the option agreement.
- **ICC Arbitration (2020-2021)**
  Claim between the majority shareholders in a leading Mauritian bank regarding the validity of a termination of a shareholders' agreement under Mauritian law. The dispute involves detailed consideration of the scope and application of the principle of the unilateral termination of contracts of indeterminate duration under Civil Code systems, such as the Mauritian Civil Code which is based on French Civil Code principles and jurisprudence.
- **State Trading Corporation of Mauritius v. Betamax Ltd (2016-2019)**
  Dispute concerning the cancellation of a long-term contract of affreightment in respect of the transportation of the entirety of the petroleum products needed by the state of Mauritius. The dispute gave rise to a USD120 million arbitral award under the rules of the Singapore International Arbitration Centre. That award was subsequently set aside by the Supreme Court of the Mauritius, on the ground that the contract of affreightment which formed the basis of the award was entered into contrary to the requirements of Mauritian public procurement legislation, with the result that the award was in conflict with the public policy of Mauritius. An appeal from the decision of the Supreme Court of Mauritius is to be heard by the English Privy Council in late January 2021. The appeal gives rise to interesting questions as to the scope of the public policy exception in respect of the setting aside of arbitral awards by the supervisory courts of the seat of the arbitration.
- **LCIA Arbitration in London (2019-2020)**
  Claim for rescission of a tolling agreement on the ground that it was concluded as part of a fraudulent conspiracy to harm a mining company and therefore in violation of public policy, with a consequential claim in restitution for all sums paid under the agreement.
- **LCIA Arbitration in London (2017-2018)**
  Claims between Russian oligarchs arising under a USD200 million settlement agreement. The dispute arose against the background of an earlier USD multi-billion dispute before the English Commercial Court in connection with interests in the aluminium industry. This dispute was settled by the settlement agreement, but further disputes subsequently arose under the settlement agreement as a result of restraining notices being obtained by a third-party judgment creditor in New York seeking to prevent payments being made under the settlement agreement. The dispute under the settlement agreement gave rise to a 2 week LCIA arbitration.

- ICC Arbitration (2016-2017)
  Dispute under a long-term distribution agreement for the sale of branded products throughout the People's Republic of China. The case involves issues of construction and as to the scope of the distributor's rights of exclusivity and the brand owner's entitlement to terminate the distribution agreement early.
- ADRR Arbitrations (2017-2021)
  Arbitrations between the UK train network infrastructure owner and train operating companies regarding claims under Schedule 8 of track access agreements between the infrastructure owner and TOCs, including in respect of Sustained Poor Performance, brought pursuant to the Access Dispute Resolution Rules (ADRR) for the rail industry .
- LCIA Arbitration - related Court proceedings (2014-2016) [2014] EWHC 3131 (Comm), [2015] 1 All E.R. (Comm) 336, [2015] 1 B.C.L.C. 377; and [2014] EWHC 3704 (Comm), [2015] 1 All E.R. (Comm) 305, [2015] 1 Lloyd's Rep. 191, [2014] 2 C.L.C. 784
  Worldwide freezing order and receivership proceedings and other claims for related relief in connection with attempts to enforce a US$300+ million LCIA award against an Indian company (and the assets of its subsidaries) in several jurisdictions (including England, Cyprus, the Isle of Man and India). The underlying LCIA arbitration dispute arose in connection with a real estate joint venture.

Banking and Financial Services

"Alain has an exceptional combination of great intellectual and legal ability and strong teamwork. He's also got that magical thing where he just makes the judges listen." "Alain is always thinking two steps ahead. He understands how judges think and advises accordingly." Chambers & Partners UK 2024 – Banking & Finance

"*He is approachable and happy to speak, even on short notice. His advice, input and contributions are invaluable*." "*He is very hard-working and responsive. He is incredibly user-friendly and a superb advocate*. Chambers UK 2022 - Banking & Finance

"*Combines truly brilliant legal ability with unparalleled empathy for clients and an exceptional capacity as a team player. He thinks round every conceivable corner and comes up with fresh, insightful ideas about causes of action and defences*." Legal 500 2021 - Banking and Finance

Recent and notable cases have included:

- Hellenic Republic v Wilmington Trust (ongoing) Claim on behalf of the Hellenic Republic in respect of the validity of the exercise and pricing of a call option in respect of GDP-linked securities with a face value of €63 billion.
- Woodford Equity Income Fund litigation (ongoing) Claims on behalf of thousands of retail investors against Link Fund Solutions Ltd and Hargreaves Lansdown Ltd in respect of the former's alleged breaches of duty as Authorised Corporate Director of the fund previously managed by Neil Woodford and the latter's alleged wrongful failure to include the Woodford fund in a best buy list of equity income funds. The claims include one of the first attempts to hold an investment platform to account in respect of its promotion of a particular fund as part of a best buy list of funds.
- Palladian Partners L.P & Ors v The Republic of Argentina and The Bank of New York Mellon (2023-2024) Dispute between investment funds that are holders of GDP-linked securities issued by the Republic of Argentina and the Republic. Acting for the insurers of one of the claimant investment funds and involved in the assessment of the merits of the Republic's appeal to the Court of Appeal in respect of a Commercial Court judgment holding that the Republic was liable to make a substantial payment of over US$1 billion in respect of the Reference Year 2013 under the securities.
- Liberty France Industries Pte Ltd & Anor v Lightship Capital II LLC & Ors (2021-2024) Claim challenging the exercise of rights of security granted pursuant to a mezzanine loan facility agreement and related share pledge as having been for an improper purpose, alternatively seeking relief from forfeiture in return for payment of the underlying debt. The litigation relates to the ownership and control of the largest aluminium smelter in Europe
- BNP Paribas Trust Corporation UK Ltd v Uro Property Holdings, S.A. (2021-2024)
  Acting for an ad hoc group of bondholders and giving directions to BNPP in its trustee capacities in connection with an ongoing dispute as to whether a bond make whole premium is due under the terms of a

multi-billion EUR loan agreement and related bond trust deed, arising out of the financing of Santander Bank real estate branches throughout Spain.

- **Credorax Inc v. Israeli VC Partners LP and Anor (2021-2023)** Proceedings concerning the effect of US sanctions law on the payment obligations of a BVI entity pursuant to a promissory note governed by BVI law, but where the directors of the creditor were US persons subject to US jurisdiction and payment under the note was contractually required in US dollars. Issues as to whether performance of payment obligations under the promissory note were frustrated or subject to force majeure.
- **Galapagos Bidco SARL v Kebekus & Others (2020-22)**
  Claim by a debtor company for declaratory relief in relation whether the restructuring of total debt of nearly EUR 1 billion complied with the terms of an intercreditor agreement and was effected lawfully. The dispute involves a threshold dispute as to the jurisdiction of the English court pursuant to Article 8, alternatively Article 25, of the Recast Brussels Regulation and subsequently led to a trial of the issue whether the restructuring complied with the terms of the intercreditor agreement.
- **Liberty France Industries Pte, Ltd & Ors v Lightshp Capital LLC & Ors (2021-2023)**
  Claims by the previous owner of the largest Aluminium smelter in Europe that a mezzanine creditor had unlawfully proceeded to accelerate repayment under the mezzanine facility, and/or wrongly refused to accept a valid tender of the sums due under the mezzanine facility, and/or wrongly proceeded to enforce security it held over the shares of the company that was the ultimate owner of the smelter, and/or that the previous owner was in any event entitled to relief from forfeiture as a result of having made funds available to discharge the outstanding debt in full.
- **Woodford Litigation (2021-2023)**
  Substantial group investor claims in contract, tort and under the financial services legislation against Hargreaves Lansdown (financial services platform provider) and Link Fund Solutions (authorised corporate director) in respect of their recommendations and management of the eponymous investment fund formerly managed by Neil Woodford and now in the process of being liquidated.
- **Surkis & Others v Poroshenko and Gontareva (2020-2021)**
  Claims by various English limited liability partnerships and their ultimate beneficial owner against the former President of Ukraine and former Governor of the National Bank of Ukraine in respect of the effective seizure, pursuant to nationalisation measures by the National Bank of Ukraine, of sums amounting to some USD 260 million held by the LLPs in bank accounts maintained by the Cypriot branch of PrivatBank, a Ukrainian bank. The dispute raises issues as to state immunity, the doctrine of act of state and tortious liability for conspiracy and procurement of breach of contract under Cypriot law (which is heavily based on English law).
- **LCIA Arbitration (2020-2021)**
  Claim between a well-known Russian commercial bank and the former ultimate owner of a mining company in relation to the exercise of a put option over the shares of the mine-owning company. The dispute raises contractual questions as to whether the option was validly exercised as a result of a relevant trigger event having occurred, whether the obligation to pay the option price was in the nature of a guarantee obligation which had been discharged by supervening events, whether the option agreement had been terminated prior to its exercise, and the proper quantum of damages for breach of the option agreement.
- **Red Kite Management Ltd and Others v Barclays Bank Plc (2017-2018)**
  Claims of up to £850 million by the Red Kite Funds (hedge funds involved in metal trading) against Barclays Bank in respect of misuse of confidential information, ramping and LIBOR manipulation in respect of copper transactions.
- **Dana Gas PJSC v Dana Gas Sukuk Ltd, Deutsche Bank Trustee Ltd, Deutsche Bank AG and Commercial International Bank (Egypt) SAE (2017) [2017] EWHC 1896 (Comm)**
  Dispute in relation to a USD1 billion Islamic finance transaction based around a Mudarabah arrangement. The claimant, Dana Gas, issued proceedings for an injunction restraining the trustee and security agents from serving notices of default or seeking to enforce security granted by Dana Gas on the basis that the Mudarabah arrangement was unlawful and that various related English law obligations of Dana Gas were not therefore enforceable as a matter of English law. The case involved urgent injunctive proceedings being sought simultaneously in the BVI, England and the UAE.
- **Natixis SA v Marex Financial Ltd (2017-2019)**
  Claim by Natixis against Marex in respect of the delivery of allegedly forged warehouse receipts in respect of substantial nickel transactions worth over USD 32 million. The case raises interesting issues regarding the legal status and authentication of warehouse receipts in commodity financing transactions and the relevance of estoppel by representation to a warehouse receipt holder's entitlement to claim delivery of metal thereunder even where the receipt is forged. There are cross-claims by Marex against the warehousing company, Access World, and against Marex's insurers under various insurance policies.

- Edgeworth Capital (Luxembourg) SARL v Aabar Investments PJS (2016-2018)
  Claim by a Luxembourg special purpose vehicle for injunctive relief in respect of a joint venture regarding the acquisition of interests in the Santander banking group headquarters in Spain. The case involved disputes as the nature and scope of the joint venture agreement and counterclaims under various indemnity and security agreements between the joint venturers.
- Re: effect of US sanctions on loan facilities
  Advising a member of a lending syndicate regarding its obligations under existing loan agreements in respect of pipeline project in light of US legislation (the Countering America's Adversaries Through Sanctions Act) imposing sanctions and warning of potential sanctions against certain forms of lending by entities with a US connection.
- UBS AG v Glas Trust Corporation Ltd (2017)
  Acting for the Note Trustee in connection with a dispute with swap counterparties regarding the Note Trustee's entitlement under a large securitisation transaction to adopt certain costs and expenses of an ad hoc group of noteholders. The case involves ongoing issues of construction under the Transaction Documents in light of the occurence of an event of default and the competing claims of swap counterparties and different groups of noteholders.
- Dutch and US Lehman entities (2010-2015)
  Advising and acting for the liquidators of a Dutch Lehman entity in connection with a series of disputes as to the proper construction and valuation of various Notes (including index-linked, equity-linked and credit-linked notes) issued under a multi-billion EMTN programme originated by the Lehman entity. Advising various US Lehman entities in connection with their disputes under various ISDA-based master agreements with a number of State and market counterparties concerning the calculation of Loss, application of Market Quotation, and choice between Loss and Market Quotation in connection with a whole range of transaction types (including spot, futures and options transactions).
- Barclays Bank v Unicredit (2013-2016)
  Advising and acting for the largest Italian investment bank against Barclays in a dispute before the Commercial Court regarding the Italian bank's entitlement to be indemnified by Barclays in respect of tax liabilities of about EUR 250 million incurred pursuant to payments made pursuant to a complex Profit Participating Securities Programme between the Italian bank and various Barclays entities. Issues of English law construction and indemnity principles and of Italian tax law involved.

Civil Fraud and Investigations

"Alain is a go-to advocate for when the stakes are really high. He is utterly unflappable and calm under pressure, with a ferocious ability to work incredibly hard." Chambers & Partners UK 2024 – Fraud: Civil

"He is very hard-working, user-friendly and bright. He's great with clients and a great team player." (Chambers UK 2022 - Fraud: Civil)

"*Bright and readily available for ongoing issues which arise in complex multi-jurisdictional matters*." (Legal 500 2021 - Fraud: Civil)

"*A pleasure to work with*." "*An excellent silk. At the top of his game and an obvious choice for tough cases*." (Chambers and Partners UK 2018 - Fraud: Civil)

- Alfa Bank v Kipford (2021-2023)
  Claims by a Russian bank against a BVI entity in respect of alleged participation in a fraudulent conspiracy to induce the bank to lend USD 140 million in respect of the leveraged acquisition of a coal mine in Russia. The proceedings involve long-running worldwide freezing order applications in multiple jurisdictions.
- Surkis & Others v Poroshenko and Gontareva (2020-2021)
  Claims by various English limited liability partnerships and an ultimate beneficial owner thereof against the former President of Ukraine and former Governor of the National Bank of Ukraine in respect of the effective seizure, pursuant to nationalisation measures by the National Bank of Ukraine, of sums amounting to some USD 260 million held by the LLPs in bank accounts maintained by the Cypriot branch of PrivatBank, a Ukrainian bank. The dispute raises issues as to state immunity, the doctrine of act of state and tortious liability for conspiracy and procurement of breach of contract under Cypriot law (which is heavily based on English law).
- Tsareva and Galagaev v Ananyev and others (2018-2019) [2019] EWHC 2414 (Comm)
  Claims of fraudulent misrepresentation and unlawful means conspiracy in connection with the issue of over

USD200 million worth of loan notes by a Russian bank. The case involved a successful jurisdictional challenge by all of the defendants which were variously domiciled within and outside the EU and raised the question of the viability of the merits of the claims against the English anchor defendants. The successful challenge led to the setting aside of worldwide freezing order relief against the defendants and the return of a substantial sum paid into court as security on behalf of the defendants.

- **Terre Neuve SARL v Yewdale Ltd & Others [2020] EWHC 772 (Comm)**
  Claims in respect of sums paid pursuant to a tax optimisation scheme which were alleged to have been fraudulently misappropriated with the involvement of, or to the benefit of, the defendants.
- **Cunico Resources NV, Cunico Marketing FZE and Feni Industries AD v. Daskalakis and Mundhra (2017-2019) [2018] EWHC 3382 (Comm), [2019] 1 WLR 2881; [2019] EWHC 57 (Comm), [2019] 1 BCLC 584**
  Claims of deliberate breach of contractual and fiduciary duty by various Cunico Group companies (part of an energy group) against two former senior executives of the group. Successful jurisdictional challenge by the foreign-based executives pursuant to section 5 of the Lugano Convention. Consideration of circumstances in which the special jurisdictional rules relating to employment contracts take precedence over written jurisdiction agreements. Related application for default judgment giving rise to interesting questions as to whether an application for default judgment may be proceeded with when an acknowledgment of service has been filed late but just before an application for default judgment has been filed.
- **Vald Nielsen Holding A/S v Baldorino and Ors (2015-2019) [2019] EWHC 1926 (Comm)**
  Claim for fraudulent misrepresentation and deliberate breach of fiduciary duty in respect of the sale of an IT business.
- **Marex Financial Ltd v Carlos Sevilleja (2017-2018) [2017] EWHC 918 (Comm), [2017] 4 W.L.R. 105; [2018] EWCA Civ 1468**
  Claim in tort for wrongful procurement of violation of rights and causing loss by unlawful means in connection with a director's fraudulent dissipation of assets leaving the director's companies empty shells and unable to discharge a multi-million US dollar debt owed by the companies to the claimant broker company. The case involves interesting issues regarding the tort jurisdictional gateway and the principle of non-recovery of reflective loss. It eventually led to the landmark decision of the Supreme Court.
- **KMG International BV v DP Holding SA (2016-2018)**
  Claim for the appointment of liquidators over a Swiss company owing an arbitration award debt of over USD 200 million to the claimant. Based on allegations of large scale fraudulent dissipation of assets within the DP group of companies, the BVI court was persuaded to grant an order for the provisional liquidation of DPH. The case is currently on appeal before the BVI Court of Appeal. Related proceedings in the UK against a former DP Group director.
- **Re: JSC NAC Kazatomprom (2014-2016)**
  Huge fraud of over USD600 million involving the misappropriation of interests relating to the principal Kazakh nuclear state company. The dispute involving the tracing and securing of the interests misappropriated by fraudulent former executives of the state company.
- **JSC BTA Bank v Muhktar Ablyazov & Ors (2014-2015) [2014] EWHC 2788 (Comm); [2014] 2 C.L.C. 263**
  Acting for Clyde & Co, the former solicitors to Mr Ablyazov, in connection with the largest multi-billion commercial fraud case ever to reach the English Commercial Court. Issue as to whether certain of Mr Abylyazov's documents in the possession of Clyde & Co and other of Mr Ablyazov's former solicitors, were covered by legal professional privilege or whether the fraud/iniquity exception to privilige applied.
- **Navitech Hellas SA v Credit Suisse (UK) Ltd, Credit Suisse (Europe) Ltd and Credit Suisse International (2013-2015)**
  Claims for damages for fraudulent misrepresentation and negligent breach of advisory duty brought by a Greek ship owner's investment holding vehicle against Credit Suisse group entities involved in advising as to and recommending the investment of the vehicle's funds into a series of complex financial products.

Commercial Litigation

"His submissions are often head and shoulders above his counterparts, in terms of both substance and delivery. He is someone clients absolutely want in their corner." "Alain is wonderful, very enthusiastic and brilliantly smart." Chambers & Partners UK 2024 – Commercial Dispute Resolution

"*Very quick and sharp-witted on his feet. He has great instincts*." Chambers UK 2022 - Commercial Dispute Resolution

"*A great choice for complicated international disputes*." "*He grasps a very large volume of information very quickly.*" Chambers Global 2021 - Commercial Dispute Resolution

"Clever, hard-working and a real team player, he is a pleasure to work with and a great advocate who is on top of every point."
Chambers UK 2021 - Commercial Dispute Resolution

"Clever, hard-working and a real team player, he is a pleasure to work with and a great advocate who is on top of every point."
Chambers and Partners UK 2020 - Commercial Dispute Resolution

- **Municipio De Mariana & Ors v BHP UK and BHP Australia (2021 and ongoing)**
  Acting for the largest ever group of claimants (numbering over 620,000 claimants) in claims against BHP group entitles in connection with claims brought under Brazilian law in connection with the collapse of the Fundao Dam, Brazil's largest ever environmental disaster. The proceedings gave rise to long-running jurisdictional and abuse of process strike-out challenges which were the subject of a lengthy Court of Appeal judgment, [2022] EWCA Civ 951, in which the claimants prevailed, paving the way for a trial of issues of substantive liability. Judgment awaited following a near 6-month trial during October 2024 to March 2025.
- **Synthos v Ineos (2024 and ongoing)** Claims of breach of warranties under share and business sale and purchase agreements arising out of the liabilities of the underlying businesses for anti-competitive conduct.
- **Viegas v Cutrale (2023 and ongoing)** Group action by over 1,500 Brazilian orange farmers against members of the Cutrale family, owners of one of the largest orange processing operations in Brazil, for participation in a cartel in the Brazilian orange industry for several decades.
- **Liberty France Industries Pte Ltd & Anor v Lightship Capital II LLC & Ors (2021-2024)** Claim challenging the exercise of rights of security granted pursuant to a mezzanine loan facility agreement and related share pledge as having been for an improper purpose, alternatively seeking relief from forfeiture in return for payment of the underlying debt. The litigation relates to the ownership and control of the largest aluminium smelter in Europe.
- **AC Network Holding Ltd & Ors v Polymath Ekar SPV1 and Ors (2021-2023)** Claims challenging the exercise of a Drag Along Option under a shareholders' agreement relating to a rapidly expanding car sharing business in the Middle East. The proceedings claims of breach of contract, procurement of breach of contract and unlawful means conspiracy.
- **Dodika Ltd & Others v United Luck Group Holdings Ltd (2019-2021) [2020] EWHC 2101**
  Dispute concerning whether a notice of claim under a tax covenant contained in a USD 1 billion share sale and purchase agreement (SPA) failed to comply with the requirements of the claim notification provisions in the SPA, so that a sum of USD 50 million held in escrow was liable to be released to the SPA sellers. The decision is of particular interest because of its treatment of the relevance of the sellers' pre-existing knowledge of the circumstances giving rise to the claim purportedly notified by the buyer.
- **Gazprom Export LLC v DDI Holdings Ltd & Others (2019-2020) [2020] EWHC 303 (Comm)**
  Claims under Bulgarian company law in respect of the alleged unlawful dilution of the claimant's shares in a joint venture company operating within the Bulgarian gas distribution market. The dispute raised a preliminary question as to whether a counterclaim by one of the defendants for breach of EU and Bulgarian competition law by the claimant was maintainable (or an abuse of the process of the court) in light of earlier findings made in an arbitration as between the claimant and an affiliate of the counterclaiming defendant.
- **A v B (2019)**
  Dispute between a Seller (A) and Buyer (B) in respect of the calculation of a Net Funding Adjustment under a Put and Call Option Deed (equivalent to an SPA) in respect of the USD 3 billion sale of the entire issued share capital of a North Sea oil company. The dispute centred around the specific US Dollar / Sterling rate to be used for the purpose of calculating the Net Funding Adjustment, there being two competing dates for such taking such rate and the difference between the parties' competing calculations being a sum of over USD 140 million.
- **Robert Tchenguiz v Grant Thornton LLP and Kaupthing Bank (2015-2018)**
  Long running dispute between the Tchenguiz brothers and Grant Thornton and Kaupthing arising out of the collapse of the Icelandic bank, Kaupthing, during the onset of the global financial crisis in 2008-9 and the Tchenguiz brothers' subsequent arrest by the SFO in March 2011 and the SFO's investigation into their dealings with Kaupthing. Robert Tchenguiz's ongoing claims against Grant Thornton and certain partners of that firm and a representative of Kaupthing are based on allegations of tortious conduct by the defendants, including conspiracy, unlawful interference and malicious prosecution.
- **Edgeworth Capital (Luxembourg) SARL v. Aabar Investments PJS (2016-2018)**
  Claim by a Luxembourg special purpose vehicle, Edgeworth, for injunctive relief in respect of a joint venture regarding the acquisition of interests in the Santander banking group headquarters worth in excess of EUR2 billion in Spain. The case involves disputes as the nature and scope of the joint venture agreement and counterclaims under various indemnity and security agreements between the joint venturers, Edgeworth and Aabar.

- Cherney v Deripaska (2017)
  Claims between Russian oligarchs arising under a USD200 million settlement agreement. The dispute arose against the background of an earlier USD multi-billion dispute before the English Commercial Court in connection with interests in the aluminium industry. This dispute was settled by the settlement agreement, but further disputes subsequently arose under the settlement agreement as a result of restraining notices being obtained by a third-party judgment creditor in New York seeking to prevent payments being made under the settlement agreement.
- Cunico Resources NV, Cunico Marketing FZE and Feni Industries AD v. Daskalakis and Mundhra (2017-2018)
  Claims of breach of contractual and fiduciary duty by various Cunico Group companies (part of an energy group) against two former senior executives of the group. Jurisdictional issues arise as to the permissibility of the claimants suing foreign-based executives in the English courts in light of the provisions of the Brussels Recast Regulation.
- KMG International NV v Chen (2017-2018)
  Dutch law claims brought against a former director of a corporate group alleged to have dissipated substantial assets in order to frustrate and hinder enforcement of a USD200 million award obtained by the claimant against the ultimate parent of the corporate group. Worldwide freezing order obtained in support of the English Commercial Court claims. Preliminary jurisdictional challenge raised by the director.

Energy and Natural Resources

"Alain is a very good advocate. He spots the key issues and he can summarise them succinctly" Chambers & Partners UK 2024 – Energy & Natural Resources

"*He incredibly intellectual, very sharp and comes up with points that elude the rest of the Bar*." "*His turnaround time on matters is remarkable*." Chambers UK 2022 - Energy & Natural Resources

"*He is superb*." "*Alain is really outstanding*." Chambers Global 2021 - Energy & Natural Resources

"*Very dynamic, very effective and full of ideas, he combines truly brilliant legal ability with unparalleled empathy for clients*." Legal 500 2021 – Energy

"He is a fantastic oral advocate and has a good way of making his dispute come alive with his inventive ideas." "Alain is technically superb, very hard-working, responsive and client-friendly." "He is very bright and analytical." Chambers UK 2021 - Energy & Natural Resources

- New Stream Trading litigation (2019-2021)
  Disputes under various contracts for the supply of petroleum products, resulting from the insolvency of one of the largest petroleum refineries in Russia. The central issue arising under the various contracts between NST as intermediate supplier and various buyers of products to be sourced from the particular refinery was whether force majeure within the meaning of the relevant contractual provisions had arisen.
- Gazprom Export LLC v DDI Holdings Ltd & Others (2019-2020) [2020] EWHC 303 (Comm)
  Claims under Bulgarian company law in respect of the alleged unlawful dilution of the claimant's shares in a joint venture company operating within the Bulgarian gas distribution market. The dispute raised a preliminary question as to whether a counterclaim by one of the defendants for breach of EU and Bulgarian competition law by the claimant was maintainable (or an abuse of the process of the court) in light of earlier findings made in an arbitration as between the claimant and an affiliate of the counterclaiming defendant.
- Dana Gas PJSC v Dana Gas Sukuk Ltd, Deutsche Bank Trustee Ltd, Deutsche Bank AG and Commercial International Bank (Egypt) SAE (2017) [2017] EWHC 1896 (Comm)
  Dispute in relation to a USD1 billion Islamic finance transaction based around a Mudarabah arrangement. The claimant, Dana Gas, a leading oil and gas company quoted on the UAE stock exchange, issued proceedings for an injunction restraining the trustee and security agents from serving notices of default or seeking to enforce security granted by Dana Gas over various energy assets on the basis that the Mudarabah arrangement was unlawful and that various related English law obligations of Dana Gas were not therefore enforceable as a matter of English law. The case involved urgent injunctive proceedings being sought simultaneously in the BVI, England and the UAE so as to preserve energy assets around the world.
- Cunico Resources NV, Cunico Marketing FZE and Feni Industries AD v Daskalakis and Mundhra (2017-2018)
  Claims of deliberate breach of contractual and fiduciary duty by various Cunico Group companies (part of an energy group) against two former senior executives of the group. The underlying claims involve allegations of

wrongdoing in respect of the negotiation and implementation of electricity contracts and nickel mining contracts.

- **Re: energy holding company**
  Advising a lender under various facility agreements relating to the financing of a major pipeline project in the wake of the imposition by the US authorities of the latest round of sanctions against Russia and Russia-related investments.
- **BG International v Talisman and Idemitsu (2013-2015) [2015] EWHC 110 (Comm)**
  Dispute between owners of certain neighbouring hydrocarbon blocks in the North Sea concerning the proper allocation of operationg expenditure as between them in relation to the cost and expense of operating and maintaining a floating production storage and off-loading vessel. Issues of construction and estoppel in relation to the meaning and effect of the transportation, processing and operating services agreement between the parties.

Professional Liability

- **Al Sadik v Clyde & Co and Ors (2022-2023)**
  Claims of professional negligence by a wealthy middle eastern investor against his formal legal teams in Dubai, England and the Cayman Islands in respect of unsuccessful litigation formerly brought by the investor against Investcorp. Disputes as to whether there was any negligence, causation and damage, with a split trial of Issues as to limitation and lack of causation having been scheduled in early 2024.
- **Marex Financial Ltd v Creative Finance Ltd and Cosmorex Finance Ltd (2012-2013)**
  Acting for a London energy and finance brokerage house against BVI trading vehicles in connection with the close-out of large Yen carry trades. The dispute involves issues as to the nature and scope of duties owed by a closing broker to its client and the detailed workings of the FX markets.
- **Marex Financial Limited v Fluxo-Cane Overseas Ltd (2008 - 2009)**
  Representing a commodities broker in relation to a multi-million dollar dispute with a sugar trader concerning unpaid margin and losses resulting from the close out of the trader's positions in sugar contracts. The trader's counterclaim includes allegations of negligence by the broker in closing out the positions.
- Advising an FX trader in connection with the forced close out and proper valuation of his positions by a bank, including as to whether the bank negligently valued and closed out the trader's positions (2008-9).
- Advising a well known auction house in connection with a potential breach of contract and negligence claim relating to the sale of an antique Egyptian statue to a wealthy Arab Sheikh (2008).

What the Directories Say

"Extremely energetic and very responsive, he is someone who has an amazing, problem-solving mentality. I really appreciate his energy. Clients know he is fighting their corner." "Alain is brilliant and possibly one of the cleverest barristers I know. He is a real team player whose work ethic is second to none." "Alain thinks very laterally and comes up with good ideas. He is not the typical siloed, straight-laced, technical lawyer – he thinks about things commercially." "While he clearly has a huge amount of experience, he respects the contributions of others in the team and welcomes their suggestions." Chambers & Partners UK 2026 - Commercial Dispute Resolution

"Alain is brilliant - a real team player and his work ethic is almost second to none." "Alain is really hands-on for a silk and does not solely rely on juniors. He's very pleasant to work with and has a good sense of what the court will think of an issue." "Alain is a very good advocate; he was on top of everything and hammered the other side." Chambers & Partners UK 2026 - Energy & Natural Resources

"Alain has an amazing problem-solving mentality and clients really feel like he is fighting their corner." "He is very intelligent and is someone you want in your corner for a hard case." "He is brilliant - incredibly creative, very dynamic and incredibly clever." Chambers & Partners UK 2026 - Banking & Finance

"He gives you a very deep analysis of the issues. His advocacy skills are good, you can follow his line of argument very well. He takes a methodic approach." Chambers & Partners UK 2026 - Offshore

"He is brilliant. He is incredibly creative and very dynamic." "He is very intelligent and is someone you want in your corner for a hard case." Chambers & Partners UK 2026 - Fraud: Civil

"He gives you a very deep analysis of the issues, his advocacy skills are good and he takes a methodical approach." "He is very gifted and very bright, capable of picking things up very quickly." Chambers & Partners UK 2026 - International Arbitration: General Commercial & Insurance

"*Very hands on, sharp, and responsive.*" Legal 500 2026 - Banking and Finance; International Arbitration: Counsel

"Alain is not only an exceptional advocate. He is also very "intellectually honest" which is a great attribute for engaging the Judge." Legal 500 2026 - The English Bar Offshore: Commercial Disputes

"Alain's strongest quality is his attention to detail and his knowledge of the law. He doesn't leave anything unanswered." "Alain Choo Choy is a superb barrister and an extremely clever man. He can turn his hand to anything, regardless of the nature of the dispute or the industry sector. He can take it on and excel." "Alain is phenomenally clever and a real pleasure to deal with." Chambers & Partners UK 2024 - International Arbitration: General Commercial & Insurance

"Alain has an exceptional combination of great intellectual and legal ability and strong teamwork. He's also got that magical thing where he just makes the judges listen." "Alain is always thinking two steps ahead. He understands how judges think and advises accordingly." Chambers & Partners UK 2024 – Banking & Finance

"Alain is a go-to advocate for when the stakes are really high. He is utterly unflappable and calm under pressure, with a ferocious ability to work incredibly hard." Chambers & Partners UK 2024 – Fraud: Civil

"His submissions are often head and shoulders above his counterparts, in terms of both substance and delivery. He is someone clients absolutely want in their corner." "Alain is wonderful, very enthusiastic and brilliantly smart." Chambers & Partners UK 2024 – Commercial Dispute Resolution

"Alain is a very good advocate. He spots the key issues and he can summarise them succinctly" Chambers & Partners UK 2024 – Energy & Natural Resources

"*He is approachable and happy to speak, even on short notice. His advice, input and contributions are invaluable*." "*He is very hard-working and responsive. He is incredibly user-friendly and a superb advocate*. (Chambers UK 2022 - Banking & Finance)

"*Very quick and sharp-witted on his feet. He has great instincts*." (Chambers UK 2022 - Commercial Dispute Resolution)

"*He is incredibly intellectual, very sharp and comes up with points that elude the rest of the Bar*." "*His turnaround time on matters is remarkable*." (Chambers UK 2022 - Energy & Natural Resources)

"*He is very hard-working, user-friendly and bright. He's great with clients and a great team player*." (Chambers UK 2022 - Fraud: Civil)

"*He is great to work with - he is very bright, analytical and has an excellent manner with clients*." "*He is incisive and persuasive both on his feet and in writing*." (Chambers UK 2022 - International Arbitration: General Commercial & Insurance)

"*A great choice for complicated international disputes*." "*He grasps a very large volume of information very quickly*." (Chambers Global 2021 - Commercial Dispute Resolution)

"*He is superb*." "*Alain is really outstanding*." (Chambers Global 2021 - Energy & Natural Resources)

"*He's bright, very easy to work with, great with clients and clear and articulate around the most complex contractual cases. He's a good oral advocate and gives clients commercial and practical advice*." (Chambers Global 2021 - International Arbitration: Counsel)

"*Extremely smart and hands-on*" (Legal 500 2021 - Commercial Litigation)

"*Combines truly brilliant legal ability with unparalleled empathy for clients and an exceptional capacity as a team player. He thinks round every conceivable corner and comes up with fresh, insightful ideas about causes of action and defences*." (Legal 500 2021 - Banking and Finance)

"*Very dynamic, very effective and full of ideas, he combines truly brilliant legal ability with unparalleled empathy for clients*." (Legal 500 2021 - Energy)

"*Bright and readily available for ongoing issues which arise in complex multi-jurisdictional matters*." (Legal 500 2021 - Fraud:Civil)

"*A genius with an encyclopedic knowledge of the law, brilliant on paper and a very smooth advocate. He's incredibly responsive and hard working. Clients love him and arbitrators respect him. He's the full package and one of the best international arbitration silks at the Bar*." (Legal 500 2021 - International Arbitration: Counsel)

"*He is a fantastic oral advocate and has a good way of making his dispute come alive with his inventive ideas*." "*Alain is technically superb, very hard-working, responsive and client-friendly*." "*He is very bright and analytical*." (Chambers UK 2021 - Energy & Natural Resources)

"*Clever, hard-working and a real team player, he is a pleasure to work with and a great advocate who is on top of every point*." (Chambers UK 2021 - Commercial Dispute Resolution)

"*Very bright and analytical*." "*Always really positive no matter how difficult the case*." (Chambers UK 2021 - International Arbitration)

Market commentators say that Alain Choo Choy KC , who is based in London, has "*a very good reputation in Mauritius*," and he is described as a "*brilliant lawyer*." He is involved in high-profile disputes work. Sources say: "*He has a prodigious grasp of the facts and is a delight to work with*." (Chambers UK 2021 - General Business Law - Mauritius)

"*Alain is, for the heaviest of cases, a truly unique combination of outstanding intellectual and forensic power and excellent team skills*." (Legal 500 2020 – Commercial Litigation)

"*Very hard working, collegiate and engaging and kind with clients – he is a delight to work with*." (Legal 500 2020 – Banking and Finance)

"*He has brilliant people skills, even when under tremendous pressure*." (Legal 500 2020 – Civil: Fraud)

"*Very hardworking, collegiate, engaging and kind with clients*." (Legal 500 2020 - Energy)

"*His strategic thinking is up there with the best*." "*No one is more hard-working than Alain and he is able to form effective teams that clients can work with well*." (Chambers and Partners UK 2020 - Banking & Finance)

"*He is a fantastic oral advocate and has a good way of making his dispute come alive with his inventive ideas*." "*Alain is technically superb, very hard-working, responsive and client-friendly*." "*He is very bright and analytical*." (Chambers and Partners UK 2020 - Energy & Natural Resources)

"*He combines a very good brain with a wonderful affability that can defuse difficult situations*." "*He's approachable and always willing to help*." "*He's bright, personable and very well thought of*." "*He's incredibly genial and a pleasure to work with. He's also a very effective cross-examiner*." (Chambers and Partners UK 2020 - Civil Fraud)

"*Very bright and analytical*." "*Always really positive no matter how difficult the case*." (Chambers and Partners UK 2020 - International Arbitration: Counsel)

"*Clever, hard-working and a real team player, he is a pleasure to work with and a great advocate who is on top of every point*." (Chambers and Partners UK 2020 - Commercial Dispute Resolution)

"*Very intelligent, likeable, open-minded and works with you as part of the team*." (Legal 500 2019 - Banking & Finance)

"*An outstanding commercial silk who comes up with solutions few others would think of*." (Legal 500 2019 - Commercial Litigation)

"*A strong presence in the market – technically superb, very hardworking and responsive*." (Legal 500 2019 - Energy)

"*A technically excellent and forensic barrister.*" (Legal 500 2019 - Civil Fraud)

"*Very knowledgeable*." (Legal 500 2019 - Professional Negligence)

"*A charming barrister who people listen to, he's got the capacity to argue anything*." "*He's a real pleasure to work with, and is very approachable, collaborative and responsive*." (Chambers and Partners UK 2019 - Commercial Dispute Resolution)

"*Superb intellect*." "*Very approachable and a pleasure to work with*." (Chambers and Partners UK 2019 - International

Arbitration: Counsel)

"Incredibly clever. He manages to articulate both legal concepts and strategies in a very user-friendly and commercial manner." "Very thorough and easy to work with." (Chambers and Partners UK 2019 - Fraud: Civil)

"Very bright and very enthusiastic, he's someone you definitely want on your side at trial or at a hearing. He's quite creative and always fizzing with ideas on how to deal with things." "He's fiercely bright and very constructive in his dealings with solicitors and clients." (Chambers and Partners UK 2019 - Energy & Natural Resources)

"He's an enthusiastic and very inventive advocate." (Chambers and Partners UK 2019 - Banking & Finance)

Awards

2027 Chambers Top Ranked UK Bar

Alain Choo Choy KC

Legal500 LEADING SILK 2027

ONE ESSEX COURT

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