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Charles Graham KC

Barrister
Call 1986 Silk 2003



Scope of Practice

• Arbitration • Commercial Litigation • Banking and Financial Services • Civil Fraud and Investigations • Online Gaming, IT and Telecommunications • Company, Shareholder and Joint Venture Disputes • Jurisdiction and Conflict of Laws • Takeovers, Mergers and Acquisitions • Energy and Natural Resources • Shareholder Disputes

Overview

Charles is a hugely experienced advocate and adviser in litigation and arbitration, with particular expertise in handling large-scale High Court trials and international arbitrations concerning issues of contractual interpretation, energy disputes, construction projects, civil fraud claims, sale of goods, share purchase agreements, and breach of warranty claims.

He has a wide experience of accounting issues, civil fraud and banking claims and many other aspects of commercial law. Charles is recommended in Chambers UK and Chambers Global for his experience in Commercial Litigation and recommended in The Legal 500 as a legal expert in Energy related matters and International Arbitration.

Recent cases include:

SKAT (Skatteforvaltningen – the Danish Tax Authority) v Solo Capital Partners & ors [2023] EWHC 590 (Comm), [2023] EWHC 1413 (Comm), [2024] EWHC 19 (Comm)
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Takeover Panel
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technical arbitration proceedings brought against the main contractor under a construction project, under which the sub-contractor agreed to construct a nuclear power plant in a Middle Eastern country. Charles acted as lead advocate in the arbitration, cross examining factual and expert witnesses called by the main contractor. The issues in the proceeding including difficult questions of contractual interpretations as well as issues relating to which of several parties were responsible for delays in completing the project and attendant losses.

Brown-Forman Beverages Europe Ltd. v Bacardi UK Limited
Instructed by Eversheds Sutherland, Charles acted for Brown-Forman in a claim against Bacardi UK under a parent company guarantee, which it had provided to Brown-Forman; the claim raised difficult issues of contractual construction, equitable set-off and the rule in *Holme v Brunskill*.

UNCITRAL Arbitration
Instructed by Eversheds Sutherland, Charles acted for the European subsidiary and US parent company of a well-known international group specialising in the production, distribution and sale of alcoholic and other beverages; these companies were respondents to UNCITRAL arbitration proceedings brought against them by the claimants, the parent company of another international drinks group and its UK subsidiary. Under the arbitration proceedings the claimants sought compensation under the (EU) Commercial Agents Regulation, claiming to have been acting as the respondents' commercial agents and hence to be entitled to compensation under the Regulation following the (agreed) termination of the commercial relationship between them. The case turned on a detailed analysis of the Regulation and the meaning of and purpose behind many of its key provisions.

SIAC Arbitration
Charles acted for a well-known Korean company that was a respondent to arbitration proceedings brought against it in Singapore (under SIAC rules); the advice concerned which of the defences to the claims brought against the respondent by the claimant were viable and which were not and how the viable defences should best be presented in the respondent's written and oral submissions. A number of the issues concerned which acts and statements made by certain individual could and should be attributed to the claimant and the inter-relationship between UAE arbitration law and Singaporean arbitration law and whether the claimant was entitled to conduct business in the UAE outside of its particular Free Trading Zone without a licence.

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Instructed by Eversheds Sutherland, Charles acted for the Defendants in these proceedings, under which the claimant sought to sue on a tax covenant given under and in relation to a share sale agreement under which the Claimant had bought two companies and their subsidiaries from the Defendants. The Defendants successfully applied at a CMC to have the claim struck out, on the basis that under the various terms of the tax covenant each of the claims advanced were subject to a contractual time bar.

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Instructed by Slaughter and May, Charles acted for a Russian company specialising in the fabrication of steel pipes that was the claimant in ICC Arbitration proceedings brought against the respondent German company which manufactured the steel plates that the claimant used in its fabrication of specialist pipes for the subsea transportation of gas. The case turned on whether the claimant could reject the entire consignment of 10,000 plates delivered by the respondent, on the basis that sampling of those plates revealed that about 15 were defective.

Application to Emergency Arbitrator
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Dar Al Arkan Real Estate Development & ors v. Al Refai & ors [2014] EWCA Civ 715
Instructed by Slaughter and May, Charles acted for the 2nd Defendant, Kroll Associates, which was one of the Respondents to an appeal brought by the Claimants against the decision of the Commercial Court that it had jurisdiction to commit a director of the Claimant companies for contempt, even though he was resident out of the jurisdiction. The Court of Appeal held that the Court did have jurisdiction to commit him for civil contempt both

under CPR 81.4 and under CPR 6.36 and PD 6B para 3.1.

Energy Venture Partners Ltd v. Malabu Oil & Gas Limited [2014] EWCA Civ 1295; [2014] EWHC 1390 (Comm); [2013] EWHC 2118 (Comm)
Instructed by Edwards Wildman Palmer, Charles acted for the defendant, Malabu Oil & Gas Limited, in relation to a claim brought by the Claimant company (EVP) for commission of US$200 million said to be due under an oral contract following the surrender by Malabu of its interest in an oil exploration licence, alternatively for a quantum meruit. Malabu defeated the contractual claim for commission but EVP was awarded US$110.5 million by way of quantum meruit. Malabu then had a further claim launched by EVP dismissed. EVP next sought to appeal an interlocutory order made earlier that it should fortify its cross-undertaking in damages. That appeal was dismissed.

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R. Tchenguiz v Serious Fraud Office; V Tchenguiz v Serious Fraud Office
Instructed by Slaughter and May, Charles acted for the Serious Fraud Office (SFO) in respect of two claims, one brought against the SFO by Robert Tchenguiz and associated companies and trusts of his and the other by his brother Vincent Tchenguiz and associated companies and trusts of his, each brother seeking hundreds of millions of pounds in damages arising from alleged false imprisonment, trespass and/or misfeasance in public office by the SFO.

BG International (NSW) Limited & ors v. Talisman Sinopec Energy UK Limited & ors
Instructed by Womble Bond Dickinson, Charles acted for the Claimant in a dispute in the Commercial Court relating to the meaning and effect of a Transportation, Processing and Operating Services Agreement (TPOSA). The TPOSA governed the sharing, between the parties who were owners of two oil & gas fields, of operating expenditure incurred in relation to transportation of hydrocarbons from the first field (owned by the Claimant) through a jointly owned Floating Production, Storage and Offloading unit (FPSO) in circumstances where the FPSO was already providing transportation services to the Defendant, as owner of the second field.

Ithaca Energy (UK) Ltd v North Sea Energy (UK) Ltd [2012] EWHC 1793 (QB)
Instructed by Womble Bond Dickinson, Charles acted for the Defendant, North Sea, in relation to a dispute concerning the meaning of the expression "appraisal well" in the context of a Joint Operating Agreement (JOA) for the operation of an oil and gas field. Under the JOA the Defendant was entitled to opt out of drilling an appraisal well and it had purported to exercise that right in respect of particular well. The Court decided that that even though the well was intended to drill for contingent resources it fell to be treated as a production well rather than an appraisal well.

Examples of Recent Cases

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Energy and Natural Resources

- LCIA Arbitration
  Instructed by Quinn Emanuel, Charles acted in LCIA Arbitration for a respondent oil and gas company in proceedings brought by a regional government of a state that was seeking to terminate its Production Sharing Contracts with the oil and gas company, whilst the respondent was counterclaiming for very substantial damages for wrongful repudiation of the relevant Production Sharing Contracts. The case involved issues of contractual interpretation and the English law of contractual termination, as well as a complex factual background and complex issues relating to the valuation and exploitation of oil and gas fields. Charles acted as lead advocate and cross-examined the factual and most of the expert witnesses (including experts in gas field operation and exploitation and oil and gas pricing).
- LCIA Arbitration
  Instructed by Quinn Emanuel, Charles acted for the claimant (an energy major based in Europe) in a dispute concerning its claim for damages for breach of contract and the respondent's duty to disclose information under a joint venture agreement involving the respondent (an energy major based in the Far East). The background to the claim was the claimant's purchase of a multinational oil and gas exploration and production company (the target) for $5.5billion in circumstances where the respondent had failed to disclose the fact that it was pursuing a separate arbitration claim against the target for $8billion. Charles acted as the lead advocate and cross-examined, often through an interpreter, all the factual and expert witnesses called by the respondent.
- Energy Venture Partners Ltd v. Malabu Oil & Gas Limited [2014] EWCA Civ 1295; [2014] EWHC 1390

(Comm); [2013] EWHC 2118 (Comm)
Instructed by Edwards Wildman Palmer, Charles acted for the defendant, Malabu Oil & Gas Limited, in relation to a claim brought by the Claimant company (EVP) for commission of US$200 million said to be due under an oral contract following the surrender by Malabu of its interest in an oil exploration licence, alternatively for a quantum meruit. Malabu defeated the contractual claim for commission but EVP was awarded US$110.5 million by way of quantum meruit. Malabu then had a further claim launched by EVP dismissed. EVP next sought to appeal an interlocutory order made earlier that it should fortify its cross-undertaking in damages. That appeal was dismissed.

- **BG International (NSW) Limited & ors v. Talisman Sinopec Energy UK Limited & ors**
  Instructed by Womble Bond Dickinson, Charles acted for the Claimant in a dispute in the Commercial Court relating to the meaning and effect of a Transportation, Processing and Operating Services Agreement (TPOSA). The TPOSA governed the sharing, between the parties who were owners of two oil & gas fields, of operating expenditure incurred in relation to transportation of hydrocarbons from the first field (owned by the Claimant) through a jointly owned Floating Production, Storage and Offloading unit (FPSO) in circumstances where the FPSO was already providing transportation services to the Defendant, as owner of the second field.
- **Ithaca Energy (UK) Ltd v North Sea Energy (UK) Ltd [2012] EWHC 1793 (QB)**
  Instructed by Womble Bond Dickinson, Charles acted for the Defendant, North Sea, in relation to a dispute concerning the meaning of the expression "appraisal well" in the context of a Joint Operating Agreement (JOA) for the operation of an oil and gas field. Under the JOA the Defendant was entitled to opt out of drilling an appraisal well and it had purported to exercise that right in respect of particular well. The Court decided that that even though the well was intended to drill for contingent resources it fell to be treated as a production well rather than an appraisal well.

What the Directories Say

"Charles has a very quick mind; he assimilates a huge amount of detail and documents. He's very good to work with and always very responsive." (Chambers UK 2026 - Commercial Dispute Resolution)

"Charles Graham is a Rolls-Royce silk who is great with demanding clients." (Chambers UK 2026 - Commercial Dispute Resolution)

"Charles Graham won't pull any punches, despite his smile and eloquent style. He is great strategist who is adored by the court and bench." (Chambers UK 2026 - Commercial Dispute Resolution)

"brilliant client-handling skills." (Legal 500 2026 - Commercial Litigation)

"Charlie is a real people-friendly silk. He is easy to work with and distils complicated issues into an easy-to-understand format." (Chambers UK 2025 - Commercial Dispute Resolution)

"Charles has a formidable, photographic memory. He can remember every single page in a bundle and he's extremely strong intellectually." (Chambers UK 2025 - Commercial Dispute Resolution)

"Superb intellect and very prepared." (Legal 500 2025 - Commercial Litigation)

"Charles has a photographic memory and is a strong cross-examiner. He also has a wonderful way about him." (Chambers UK 2024 - Commercial Dispute Resolution)

"A great advocate." (Chambers UK 2024 - Commercial Dispute Resolution)

"He is thorough, good to work with, very charming and a good advocate." (Chambers UK 2021 - Commercial Dispute Resolution)

"He is fantastic; he has a very engaging personality, and clients really like him." "Charles penetrates the case and very quickly gets his head around it. He is an absolute pleasure to work with, and clients love him." (Chambers Global 2021 - Commercial Dispute Resolution)

"Charles is a rare combination of affable and supremely bright. He is a joy to work alongside, with a positive approach and a very user-friendly style that belies his intellect." (Legal 500 2021/22 - Commercial Litigation)

"He is personally delightful, with forensic attention to detail, strong work ethic and outstanding client handling skills. Our clients adore him." (Legal 500 2021/22 - International Arbitration)

"Super-sharp and yet thoroughly likeable, he is a great team leader and is able to placate even the most cantankerous judge." (Legal 500 2021/22 - Energy)

Awards

Legal500 LEADING SILK 2021

2027 Chambers Top Ranked UK Bar One Essex Court

ONE ESSEX COURT

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