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ANTI-SUIT INJUNCTIONS  
HAS THE “CHANG HUANG GUANG RONG”  
MOVED THE LAW?

SARA MASTERS Q.C

# The “Chang Huang Guang Rong” [2019] EWHC 2284 (Comm)

- Factual context
  - *The Grand Ace 12* [2019] EWHC 982 (Comm)
- Contractual ASIs
  - *Donohue v Armco Inc* [2001] UKHL 64, [2002] 1 Lloyds Rep 425
- Non – contractual ASIs
  - *SNIA v Lee Kui Jak* [1987] AC 871
- “Quasi- contractual” ASIs
  - *Dell Emerging Markets (EMEA) Ltd v IB Maroc.com SA* [2017] EWHC 2397 (Comm)

# The “Chang Huang Guang Rong” [2019] EWHC 2284 (Comm)

- Side – stepping jurisdiction clauses 1
  - Framing causes of action “creatively”
  - How far is too far?
  - Where has the law got to? When will the Court grant an ASI – “vexatious or oppressive” claims?

## The “Chang Huang Guang Rong” [2019] EWHC 2284 (Comm)

- Side-stepping jurisdiction clauses 2 - ASIs against non-parties
- The approaches: contractual vs “quasi-contractual”
- Contractual approach: construing jurisdiction clauses
  - *The Chang Hang Guang Rong* [2019] EWHC 2284 (Comm)
  - *Team Y&R v Ghossoub* [2017] EWHC 2401 (Comm)
- Quasi-contractual approach: where has the law got to?
  - *Qingdao Huiquan Shipping v Shanghai Dong He Xin* [2018] EWHC 3009 (Comm)
  - *Times Trading v National Bank of Fujairah* [2020] EWHC 1078 (Comm)



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