



Jakob Reckhenrich

Year of Call: 2019

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Overview

Jakob Reckhenrich is a commercial barrister with an emphasis on shipping and commodities disputes. He joined 3PB after completing pupillage at Monckton Chambers and working as a judicial assistant in the Commercial Court, where he assisted Mrs Justice Cockerill, Mr Justice Butcher and Mr Justice Jacobs. Jakob also did a secondment at the London office of an international shipping and commodities firm.

Jakob is regularly instructed at all stages of proceedings, providing advice, settling pleadings and appearing at interlocutory hearings and trials. Jakob welcomes instructions in all commercial matters. He has particular experience of charterparty disputes, marine insurance coverage and oil and gas supply contracts. Jakob is experienced in dealing with claims relating to points of agency law, misrepresentation, the law of guarantees, restraints of trade, duress, estoppel arguments, termination of agreements, incorporation of terms and penalty clauses, deceit and conspiracy and the enforcement of settlement agreements. Jakob is also experienced in dealing with international matters. He is currently instructed in a dispute between an English and a European company concerning a distribution agreement and, at the Commercial Court, frequently assisted in international matters, including *Dynasty Co for Oil and Gas Trading Ltd v Kurdistan Regional Government of Iraq* [2021] EWHC 952 (Comm), which concerned state immunity and forum non conveniens, and *Transfer Wise Inc v Decker* [2021] EWHC 1777 (Comm), which concerned an application to set aside an order enforcing an arbitration award made in the US.

Jakob came to the Bar after working as an academic philosopher for a few years, completing his PhD and teaching at Brown University after studies at University College, Oxford and in Berlin. He also spent half a year working in the corporate strategy department of a major German group of companies.

His written work has been praised as "*succinct*" and "*superbly analytical*"; his legal research has been described as "*especially impressive*". In his oral advocacy Jakob draws on his many years of teaching philosophy and giving conference papers. His advocacy has been described as "*very much at the top end of the range*".

Jakob is fluent in German and has a working knowledge of French.

Outside his work, Jakob keeps trying to become a proficient pianist, alas, with no great success.

Recommendations

Clients find Jakob a pleasure to work with, praising his technical ability, responsiveness and commercial sense. Recent feedback includes:

"Jakob was very much on top of the brief and his advocacy was excellent."

"I was very impressed with Jakob. His drafting was spot on, as was his advice on the claim and his tactical comments."

“Excellent and thorough advice.”

“I have been very impressed with [Jakob’s] work over a number of matters.”

Academic qualifications

- Brown University, PhD in philosophy
- University College, Oxford, BPhil in philosophy
- Humboldt Universität zu Berlin, BA in philosophy, politics and sociology

Scholarships

- Phonencia Scholarship, Bar European Group
- Lord Mansfield Scholarship, Lincoln’s Inn
- BPTC partial fee scholarship, City Law School
- Lord Brougham Scholarship, Lincoln’s Inn
- Hardwicke Entrance Award, Lincoln’s Inn
- GDL partial fee scholarships, City Law School
- Fully funded PhD, Brown University
- Master’s scholarship, DAAD (German Academic Exchange Service)

Professional qualifications & appointments

- The City Law School, BPTC, Outstanding
- The City Law School, GDL, Commendation

Professional bodies

- Honourable Society of Lincoln’s Inn
- Commercial Bar Association (COMBAR)

Expertise

Commercial

Jakob accepts instructions across the whole range of commercial disputes.

Recent work includes:

- Advising in relation to a dispute between an English and a European company concerning breach of a distribution agreement
- Acting for a garage in a dispute concerning the restoration of a classic car
- Acting for the claimant in an enforcement action brought on a settlement agreement
- Successfully resisting an application for indemnity costs after a claim had been struck out
- Acting for the seller of a yacht
- Acting for a marina in a dispute concerning berthing charges
- Acting for the claimant in a claim for liquidated damages for breach of a non-compete clause
- Settling pleadings in a claim brought on the basis of breach of warranty of authority and deceit
- Advising on the merits of resisting a claim on the basis of misrepresentation and estoppel by convention
- Appearing in a range of interlocutory hearings, including strike out and summary judgment applications, set aside applications, relief from sanctions applications applications to join parties to proceedings and case management conferences

Work at the Commercial Court included assisting on the following cases:

- *Salt Ship Design AS v Prysmian Powerlink SRL* [2021] EWHC 2633 (Comm)
The case concerned the question whether Prysmian had breached an agreement with Salt by engaging a third party designer and whether, in making certain documents available to that designer, Prysmian had committed a breach of confidence.
- *Armada Ship Management (S) Pte Ltd v Schiste Oil and Gas Nigeria Ltd* [2021] EWHC 1094 (Comm)
The case concerned the relationship between sections 32 (preliminary declarations as to jurisdiction) and 72 (right of non-participating parties to challenge jurisdiction) of the Arbitration Act 1996.
- *Global Display Solutions Ltd v NCR Financial Solutions Group Ltd* [2021] EWHC 1119 (Comm)
GDS brought a claim in breach of contract, deceit and unlawful means conspiracy on the basis that NCR had knowingly provided inaccurate forecasts of its likely demand so that GDS would not realise it was going to be phased out as a supplier.
- *Dynasty Co for Oil and Gas Trading Ltd v Kurdistan Regional Government of Iraq* [2021] EWHC 952 (Comm)
A successful jurisdiction challenge by the former Minister for Natural Resources of the Kurdistan Regional Government of Iraq. The application succeeded on the basis of the minister being entitled to sovereign state immunity; alternatively the court would have allowed a challenge on the basis of forum non conveniens.
- Numerous interim applications, including anti-suit injunctions, freezing orders and contempt of court applications.

Work during pupillage included assisting on the following matters:

- Advice on the court's approach to the exercise of a contractual discretion.
- Advice on the merits of bringing a claim against a parent company on the basis of a contract concluded with a subsidiary where the contract had in effect been performed by the parent.
- Advice on the likelihood of obtaining a freezing order.

- Skeleton argument for an LCIA arbitration concerning a misrepresentation claim.

Shipping and Commodities

Jakob has a wide range of experience and accepts instructions across the whole range of shipping and commodities disputes.

Work during his secondment included assisting on the following cases:

- Acting for a large oil company in a dispute concerning the conversion of some USD 20 million worth of oil. The claim involved significant cross-jurisdictional elements, including questions of service out, enforcement and contempt proceedings against directors resident outside England.
- A claim concerning coverage under a marine cargo insurance policy that involved questions concerning the scope of section 11 of the Insurance Act 2015 and the interpretation of a misappropriation clause.
- A dispute concerning the termination of an LNG supply contract. The claim gave rise to a series of issues concerning the relationship between terminating under a contractual provision and terminating at common law as well as the scope of excluding the court's assessment of whether a term is a penalty clause.
Numerous charterparty disputes concerning, among other things: off hire, speed and performance claims, liability for hull fouling, liability for piracy prevention measures and off-spec bunker claims.
- Drafting defence and counterclaim submissions in an LMAA arbitration concerning a knock for knock provision.
- Advising a client in respect of amendments to an AMWELSH 93 charterparty.

Work at the Commercial Court included assisting on the following cases:

- *The London Steam-Ship Mutual Insurance Association Limited v The Kingdom of Spain (The Prestige)* [Not yet handed down]: the case concerned the Club's challenge to the registration of a Spanish judgment in which the Club was found liable for USD 1 billion in relation to the oil spill caused by the M/T Prestige breaking in two and sinking in 2002. The registration of the Spanish judgment was challenged on the basis of a prior English arbitration award declaring the Club was not liable.
- *Sharp Corp Ltd v Viterra BV (aka Glencore Agriculture BV) [2022] EWHC 354 (Comm)*: an appeal under section 69 of the Arbitration Act 1996 concerning the proper approach to assessing damages under the default clause of GAFTA Contract No. 24.
- *Salt Ship Design AS v Prysmian Powerlink SRL [2021] EWHC 2633 (Comm)*: the case concerned the question whether Prysmian had breached an agreement with Salt by engaging a third party designer and whether, in making certain documents available to that designer, Prysmian had committed a breach of confidence.
- *Armada Ship Management (S) Pte Ltd v Schiste Oil and Gas Nigeria Ltd [2021] EWHC 1094 (Comm)*: the case concerned the relationship between sections 32 (preliminary declarations as to jurisdiction) and 72 (right of non-participating parties to challenge jurisdiction) of the Arbitration Act 1996.
- *Dynasty Co for Oil and Gas Trading Ltd v Kurdistan Regional Government of Iraq [2021] EWHC 952 (Comm)*: a successful jurisdiction challenge by the former Minister for Natural Resources of the Kurdistan Regional Government of Iraq. The application succeeded on the basis of the minister being entitled to sovereign state immunity; alternatively the court would have allowed a challenge on the basis of forum non conveniens.

Articles

Jakob Reckhenrich on the court's approach to requests to pay judgments by instalments. Jakob analyses the relevant provisions of the Civil Procedure Rules (CPR) and the recent case law interpreting those provisions.

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3PB's Jakob Reckhenrich has analysed the case of *Readie Construction Limited v Geo Quarries Limited [2021] EWHC 3030 (QB)* and identifies that the judgment of this case will now make it easier for a party to bring itself within section 49(2) of the Act, showing that the time for payment is other than the day of delivery may well be sufficient to show that "the price is payable on a day certain irrespective of delivery". Secondly, the courts may be more willing than they once were, to construe a no set-off clause as extending to abatement (particularly where the word "reduction" is used).

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