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No.	LITIGATION
1	<p data-bbox="196 558 1068 625"><b>Austria</b> <b>Court considers preventive injunctions for nuclear power plants</b></p> <p data-bbox="196 667 1528 842">The Supreme Court recently updated existing case law, stating that an action for a preventive injunction regularly requires that the infringement of rights have already begun. The more valuable the potentially threatened right, the more likely it is that the potential tortfeasor must refrain from activities that would lead to the possibility of damage. However, the applicant must provide proof of a serious and imminent threat.</p> <p data-bbox="196 884 1187 953"><b>Author: Klaus Oblin</b> (Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7HX80E7">http://www.internationallawoffice.com/?i=55592&amp;l=7HX80E7</a>)</p>
2	<p data-bbox="196 959 1192 1041"><b>Cyprus</b> <b>Ship arrest and security for release: court decision offers valuable insight</b></p> <p data-bbox="196 1104 1528 1283">A recent decision of the Supreme Court in its first instance admiralty jurisdiction provides valuable insight into the court's approach to applications for the arrest of vessels and for security to be lodged with the court for release of the vessel. The case centred on damage caused to a number of fish cages by a ship on approach to the port of Vasiliko, resulting in the loss of the fish that had been kept in the cages.</p> <p data-bbox="196 1346 1192 1428"><b>Author: Vasileios Psyrras</b> (Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7HX80EX">http://www.internationallawoffice.com/?i=55592&amp;l=7HX80EX</a>)</p>
3	<p data-bbox="196 1449 683 1530"><b>Hungary</b> <b>Piercing the corporate veil revisited</b></p> <p data-bbox="196 1593 1528 1734">There are few legal grounds in Hungary on which a shareholder may be held liable for the debts of its company. One such ground is for a so-called 'long-term detrimental business policy'. The Supreme Court recently considered the statutory provision that provides for the piercing of the corporate veil in such an event. The decision marks a turning point in Hungarian company law.</p> <p data-bbox="196 1797 1196 1879"><b>Authors: Imre Nyéky, Iván Janitsáry</b> (Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7HX80FM">http://www.internationallawoffice.com/?i=55592&amp;l=7HX80FM</a>)</p>

<p><b>4</b></p>	<p><b>Netherlands</b></p> <p><b>Court rules on Madoff funds collective action</b></p> <p>The District Court of Midden-Nederland recently issued a ruling against a Dutch bank in a collective action that was initiated by a foundation acting in the interests of private investors which had invested in Madoff funds via the bank. The case involved a number of interesting points with regard to three procedural elements of such proceedings.</p> <p><b>Authors: Joost Heurkens, Leonore Bruining</b> (Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7HX80GP">http://www.internationallawoffice.com/?i=55592&amp;l=7HX80GP</a>)</p>
<p><b>5</b></p>	<p><b>Nigeria</b></p> <p><b>Offer, acceptance and counteroffer: <i>Akinyemi</i> reviewed</b></p> <p>The concept of what constitutes an offer, acceptance and counteroffer remains important in day-to-day commerce. Often, however, the parties do not conclude a clear-cut agreement; in such cases it is subsequently left to the courts to determine whether there is a contract and the terms thereof. The Supreme Court was called on to consider this issue in a recent case.</p> <p><b>Authors: Funke Agbor, Adedayo Ayoola-Johnson</b> (Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7HX80HR">http://www.internationallawoffice.com/?i=55592&amp;l=7HX80HR</a>)</p>
<p><b>6</b></p>	<p><b>United Kingdom</b></p> <p><b>Remoteness revisited: <i>John Grimes Partnership Ltd v Gubbins</i></b></p> <p>The Court of Appeal recently confirmed that the classic test for remoteness of damage established in <i>Hadley v Baxendale</i> remains good authority. However, the court noted that although this continues to be the standard test for remoteness, the House of Lords decision in <i>The Achilleas</i> may in some cases require further consideration to be given to a contract's commercial context.</p> <p><b>Author: Katie Wright</b> (Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7HX80J9">http://www.internationallawoffice.com/?i=55592&amp;l=7HX80J9</a>)</p>

<b>7</b>	<p><b>Canada</b></p> <p><b>Quantum of settlement: accounting at trial for settlement moneys</b></p> <p>The lack of scholarly commentary on multi-party settlements raises interesting questions in the context of corporate, commercial and personal injury litigation. What are the rights and obligations of the parties? How does the court reconcile the litigants' competing interests - namely, the privileged nature of communications in furtherance of settlement and the non-settling defendants' right to know the case against it?</p> <p><b>Authors: Norm Emblem, Ara Basmadjian</b></p> <p>(Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7HYKRPW">http://www.internationallawoffice.com/?i=55592&amp;l=7HYKRPW</a>)</p>
<b>8</b>	<p><b>United Kingdom</b></p> <p><b>The steady rise of the implied contractual duty of good faith</b></p> <p>A recent High Court decision will in all likelihood signal a substantial shift in the approach of the courts towards the dealings of contracting parties. The judge stopped short of suggesting that English law is ready to acknowledge that a requirement of good faith be implied in all commercial contracts, but he did give limited guidance as to the circumstances in which it may properly be implied.</p> <p><b>Author: Adam Forster</b></p> <p>(Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7HYKRR7">http://www.internationallawoffice.com/?i=55592&amp;l=7HYKRR7</a>)</p>