

IN THE MATTER OF THE ARBITRATION ACT 1996

AND IN THE MATTER OF AN ARBITRATION

BETWEEN:

[REDACTED] INC.

Claimants

- and -

[REDACTED] SHIPYARD CO. LTD.

Respondents

INTERIM FINAL AWARD

WHEREAS by a contract in writing dated [REDACTED] 2010 between the Claimants and the Respondents, varied by an addendum of the same date, the Respondents agreed to construct an [REDACTED] dwt. Bulk carrier (Hull N [REDACTED] for a purchase price of [REDACTED] and delivery on or before [REDACTED] and the Claimants agreed to pay the purchase price in six instalments, all on the terms therein set out

AND WHEREAS the said contract provided by [REDACTED] that any dispute between the parties shall be resolved by arbitration in London, England in accordance with the Laws of England and the other terms therein set out

AND WHEREAS the Claimants after paying the first four instalments amounting to [REDACTED] claimed the right to cancel or rescind the contract for delay in performance, and also for the Respondents' failure to extend the refund guarantee stipulated by the contract

AND WHEREAS the Claimants referred their claim for a refund of the instalments they had paid with interest thereon to arbitration pursuant to Article XIII, and appointed [REDACTED] Queen's Counsel to be their arbitrator, and the Respondents thereafter appointed WILLIAM LEUNG to be their arbitrator and the two said arbitrators selected [REDACTED] Queen's Counsel to be the third arbitrator to form the Arbitration Board

AND WHEREAS the Claimants applied to the Arbitration Board for the determination of preliminary issues arising from the reference by way of declarations and for an order for the refund of all or part of the instalments they had paid to the Respondents

AND WHEREAS the Claimants and the Respondents by counsel agreed before us that certain declarations be made and that certain sums be refunded to the Claimants pending the outcome of other issues arising in the reference but disputed the amount of interest thereon to be paid by the Respondents

NOW, WE the said [REDACTED] WILLIAM LEUNG and [REDACTED] S as the duly appointed Arbitration Board having entered upon the reference and having heard the parties by counsel on [REDACTED] having determined the amount of interest to be paid by the Respondents DO NOW MAKE THIS INTERIM FINAL AWARD otherwise with the consent of the parties as to the declarations now sought and as to sums now payable by the Respondents to the Claimants

1. It is DECLARED that the Claimants were entitled to cancel and/or to rescind the said contract for [REDACTED] reason of the Respondent's failure to procure, on or before [REDACTED] extension to the refund guarantee.
2. It is DECLARED that the Claimants validly cancelled/rescinded the contract for [REDACTED] their notice date [REDACTED]
3. It is ORDERED that the Respondents do repay to the Claimants the sum of US [REDACTED] representing a partial repayment of the instalments paid by the Claimants in respect of [REDACTED] pending determination of the Respondents' counterclaim, together with interest on that sum at a rate of 6% per annum from the date of payment of the first instalment, giving a total for contractual interest as a [REDACTED] of [REDACTED] and continuing at US\$ [REDACTED] per day until payment.
4. It is ORDERED that the costs of the reference to date be hereby reserved.

DATED the [REDACTED]

Signed by the said [REDACTED]

In the presence of [REDACTED]

Signed by the said WILLIAM LEUNG

In the presence of [REDACTED]

WILLIAM K. W. LEUNG & CO.

Signed by the said [REDACTED]

In the presence of [REDACTED]



[REDACTED]

[REDACTED]









# ShipBuilding

Industry

The  
**LMAA**

THE LONDON MARITIME  
ARBITRATORS ASSOCIATION

