



<b>CEDR Accreditation:</b>	2014
<b>CEDR Panel</b>	2022
<b>Languages:</b>	English
<b>Location:</b>	London, United Kingdom

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***.”***

Client Feedback

## Marcus Bowman

### Overview

Marcus was a practicing solicitor and partner in a leading dispute resolution practice in the City of London acting for commercial clients for over 30 years. He retired in 2019 and has been acting as a mediator since then. From 2014 to 2019 Marcus was the firm’s managing partner. Marcus undertook litigation, representing clients both in the UK and abroad. He has extensive experience of dealing with commercial disputes in the English high court, UK arbitration and abroad, in the commodities, insurance and the maritime sectors. Marcus is a mediation panel member of the London Chamber of Arbitration and Mediation (LCAM), an associate member of Quadrant Chambers and was the president of the UK Chamber of Shipping in 2014. Prior to practicing as a solicitor, Marcus was employed in the marine insurance industry.

### Professional Background

Marcus practiced throughout his career as a litigator. He was involved in a wide variety of commercial disputes (both contractual and tortious) principally around international trade involving commodities, insurance and maritime but also intra business disputes (between directors) and those between companies and their banks. Marcus has deep experience in supervising litigation. He was heavily involved in the management of his firm for over 20 years and has wide experience in dealing with firm and partner management, professional negligence, IT and employment matters. He has extensive connections in the commodities and marine insurance industry.



## Expertise

- Commercial
- Partnership
- Marine Insurance
- Commodities and Energy
- Professional Negligence
- Maritime and Shipping
- Insurance

## Dispute Experience

Marcus has experience of commercial litigation both in the role of client when he was employed in marine insurance and then as a solicitor representing clients. He is thus well placed to understand the expectation of parties engaged in litigation, both as regards the service levels they expect from their lawyers and to judge the performance of legal service providers in the UK and abroad.

Marcus has represented a wide range of clients in many aspects of commercial litigation, arbitration and mediation in the UK, Europe, Asia and the Americas. He is also very experienced in dealing with barristers and other experts both as part of his team as well when they are part of the opponent's group.

Marcus' clients ranged from large corporations to small businesses. He thus understands the expectations of clients, their concerns about legal costs as well the demands litigation places on them while also seeking to run their business. With this background Marcus can speak to clients about the benefits of resolving their disputes in mediation.

Marcus completed his CEDR training in 2014. He has been acting as commercial mediator since 2021. He has mediated a wide variety of disputes involving damage to cargo, sale and purchase of commodities, maritime contractual disputes, and maritime casualties (loss and damage to vessels).

## Finance

- Dispute between borrower and bank concerning asset values
- Claim by lender under insurance policy
- Enforcement against insolvent company
- Lien over borrower's assets
- Use of loss payee clauses by lenders

## **Contract**

- Extensive involvement in all forms of marine litigation under charter parties, bills of lading
- Claim for repudiation
- Mitigation in relation to allegations of extent of loss
- Claim for non-performance of contract
- Claim for over payment for services
- Dispute between parties concerning liability for damage to vessel
- Tripartite contractual disputes
- Cancellation of contract due to war
- Claims arising out of strikes
- Joint venture disputes
- Obligations of buyer to pay price in sale contract
- Confidentiality obligations in relation settlement of breach of contract claim
- Claim for indemnity in back-to-back contracts
- Time bar and claims in tort and contract
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## **Civil procedure**

- Freezing orders
- Applications for summary judgment
- Subpoenas
- Injunctions
- Orders for inspection

## **Construction**

- Dispute between customer and contractor regarding agreement for construction of factory

## **Insurance**

- Claim against insurance company for loss of vessel
- Claim against shipowner for damage to cargo
- Claim against insurer for damage to yacht
- Nature of insurers obligation under contract
- Claims under mutual insurance policy
- Liquidators' role - insolvent insurance company obligations
- Third parties' rights claims

## **Tort**

- Injury and loss of life claims arising out of marine accident
- Pollution liability after marine accident
- Damage to marine life after ship casualty
- Wreck removal orders

## **Partnership**

- Partners obligations under deed
- Partners right to compete under deed
- Partnership rights against partner in breach of deed
- Legal service and stakeholders

## **Professional negligence**

- Nature of negligence and rights against insurer
- Insurers obligations under fidelity insurance
- Obligations of legal practitioner to client
- Factual investigation of negligence allegation
- Role of supervisory body regarding solicitors conduct

## **Personal Style**

Marcus is very experienced in his speciality areas, is a keen listener, forthright and focussed, proactive about solutions, will challenge parties to explain their positions, motivated to help the parties resolve their disputes, doesn't give up easily. His background as a litigator and then as a law firm manager means that he is used to dealing with conflicting allegations and competing demands. He is not intimidated and is capable of firmly but politely resisting pressure and aggressive behaviour.

In mediation, Marcus will challenge the parties to explain their case and is not afraid to say to the parties that if they cannot explain it to him, then they are unlikely to be able persuade the other party and or a judge or arbitrator. At an early stage he will urge the parties to consider solutions and will encourage them to put forward suggestions to resolve the matter from the very beginning of the mediation. Marcus believes that his approach helps the parties to identify (and accept) what is their best case and what is realistic as a settlement in the light of this.

With his litigation experience, Marcus seeks to persuade parties (where necessary) to disclose relevant information even where the stage of disclosure has not been reached in the underlying litigation or arbitration. This is consistent with the view that reports exchanged in the mediation (for

the first time) remain confidential and cannot be relied upon or quoted by the recipient party without the agreement of the party provided. This allows the parties to effectively mediate at a time they do not know very much about each other's case.

Marcus has mediated both in person and online. Marcus considers that the growth in on-line mediation will make the process much more cost effective and accessible to more litigants without sacrificing any of the benefits of the process. Moreover, he considers that parties can use mediation much earlier in the dispute and do not have to wait until they are close to trial before engaging the mediation process.

During the pandemic Marcus undertook numerous conciliations under the CEDR NAFD scheme. These disputes are often very emotional and require sensitivity in dealing with the complainants, all of whom have suffered a bereavement followed by some sort of poor service delivery issues with their service provider.

## Feedback

- *“On behalf of our clients, we would like to thank you for your professional assistance in helping the parties reach an amicable solution to this dispute.”*
- *“Many thanks also for your assistance and perseverance yesterday in bringing the parties together - and your patience.”*
- *“I hear the matter settled. Given the challenges presented, that is an impressive outcome.”*
- *“I wanted to express my sincere thanks for your efforts and skill in bringing the parties together. We are very pleased with how the process was handled. I'm hearing very good reports from the guys on the ground.”*
- *“One from one on resolutions! Great stats. We certainly will be putting your name forward again”.*
- *“May I take this opportunity to thank you, for your assistance in reaching a mutually agreeable outcome for all parties.”*
- *“Thank you, for getting the parties to resolve the dispute. I think that you did an excellent job, as a result of the hard work which you put into the matter at short notice. Everyone on our side was very impressed by you and it was a pleasure working with you.”*
- *“Many thanks for doing a great job as mediator. I have recommended you in another matter*
- *“Many thanks for your work on this matter; you have worked tirelessly to get this one over the line.”*
- *“We would like to say that we are grateful for your assistance in this matter and helping the parties to reach an agreement in principle to settle all the claims under the Charterparty, which we appreciate was not an easy task.”*



## Promotion of Mediation

Marcus presents regularly to insurance companies and solicitors about mediation giving a brief overview of mediation, the various elements of the process, the concept of the early intervention type mediation, the role of the mediator, the advantage of mediation over negotiation and litigation, the Singapore Convention and tips about how to get the most out of mediation. He also writes on mediation.

