

## Anna Nerush, Shu Shu Wong in *Journal of World Energy Law & Business*: High Court Judgment Illustrates English Courts' Reluctance to Imply Terms for Contractual Interpretation

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**PRACTICES** International, Energy, Power and Natural Resources, Europe, Middle East and Africa, Litigation, Energy Roundup

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In January 2020, the High Court ruled (in *TAQA Bratani Ltd v RockRose UKCS8 LLC* [2020] EWHC 58 (Comm)) that a right of non-operators to remove an existing operator “without cause” under a long-term joint operating agreement was not subject to any implied terms, such as the duty to act rationally and/or in good faith. The judgment highlights the weight placed by English courts on the natural and ordinary meaning of words selected by the parties in interpreting their contractual rights, particularly in the context of detailed written contracts between sophisticated commercial parties. The court also rejected the defendant’s claim that the role of an operator was akin to that of an agent—it stated that joint operating agreements between parties did not create a partnership or any other relationship that was subject to either express or implied fiduciary duties which would require the parties to act in the interest of the joint venture rather than in their own interests.

Excerpted from *Journal of World Energy Law & Business*. To read the full article, click [here](#).