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French and foreign courts' decisions

International arbitral awards and decisions

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Paris Baby Arbitration is a Paris-based society and a networking group of students and young practitioners in international arbitration. Our aim is to promote accessibility and knowledge of this somewhat lesser-known field of law and industry within the student sphere.

Every month, our team publishes the Biberon. The Biberon is our newsletter in both English and French, designed to review and facilitate comprehension of the latest decisions and awards rendered by national and international courts, as well as arbitral tribunals.

In doing so, we hope to participate in keeping our community informed on the latest hot topics in international arbitration from our French perspective.

Dedicated to our primary goal, we also encourage students and young practitioners to actively contribute to the field by joining our team of writers. As such, Paris Baby Arbitration is proud to provide a platform for its members and wider community to share their enthusiasm for international arbitration.

To explore previously published editions of the Biberon and to subscribe for monthly updates, kindly visit our website: parisbabyarbitration.com (currently undergoing maintenance).

We also extend an invitation to connect with us on LinkedIn, and we welcome you to follow/share our latest news on LinkedIn and beyond.

Enjoy your reading!

Sincerely yours,
The Paris Baby Arbitration team

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Court of Cassation, 1st Civil Chamber, 9 October 2024, nº 23-14.368, *Etrak*

In a decision handed down by the First Civil Chamber on 9 October 2024, the Court of Cassation overturned a decision of the Paris Court of Appeal, which had upheld an order granting enforcement (*exequatur*) of an arbitral award resolving a dispute between the State of Libya and the Turkish company Etrak.

Etrak had made investments in Libya during the 1980s. Due to unpaid invoices under public works contracts, Etrak initiated multiple proceedings against the Libyan State.On 29 October 2012, an Algerian court of first instance ordered Libya to pay damages to Etrak. On 9 December 2013, the parties signed a settlement agreement to execute that judgment and Libya agreed to pay the amounts owed in two installments. Subsequently, Libya challenged the validity of the agreement and never executed it. Therefore, on 29 August 2016, Etrak initiated ICC proceedings, seated in Geneva and based on the bilateral investment treaty (hereinafter, the "**BIT**") between Libya and Turkey, signed on 25 November 2009 and effective from 22 April 2011.

While the arbitral proceedings were ongoing, the Tripoli Court annulled the 2013 settlement agreement in a judgment dated 2 May 2019. A few weeks later, on 22 July 2019, the arbitral tribunal declared itself competent to hear the dispute and ordered Libya to pay approximately USD 21 million in damages for breach of the fair and equitable treatment standard. By an order dated 21 January 2020, the President of the Paris tribunal granted enforcement of the arbitral award.

Following an appeal by the Libyan State, on 14 March 2023, the Paris Court of Appeal upheld the enforcement order, rejecting Libya's arguments based on the tribunal's lack of jurisdiction *ratione materiae* and *ratione temporis*, as well as on the violation of international public policy. Furthermore, the Court of Appeal rejected Libya's incidental appeal seeking enforcement of the Tripoli Court's judgment.

Libya challenged this judgment before the French Court of cassation, arguing that the Paris Court of Appeal had violated Articles 1520(1) and 1525 of the French Code of Civil Procedure. In Libya's view, the dispute did not arise after the BIT entered into force.

The Court of Cassation thus addressed the issue of the arbitral tribunal's jurisdiction *ratione temporis*. Specifically, the Court was tasked with determining whether a settlement agreement could give rise to an autonomous and new dispute within the temporal scope of the BIT, despite the fact that the events leading to the agreement predated the BIT's entry into force.

The Court concluded that the dispute did not fall within the tribunal's jurisdiction either because it was related to an investment made before Libya had consented to arbitration under the BIT (**I**), or because it was not related to such investment and thus did not benefit from the protections accorded to investments (**II**).

I. Lack of jurisdiction *ratione temporis*

The Court first observed that the Paris Court of Appeal had erred in law by holding that the dispute arising from the non-execution of the settlement agreement constituted an autonomous and new

dispute. The Court of Appeal had justified its position on the grounds that the agreement was not limited to executing a judicial decision concerning unpaid invoices for construction work carried out in Libya during the 1980s, but also provided for mutual concessions and resolved the prior dispute.

However, according to the Court of Cassation, this did not suffice to create an autonomous dispute. All the more since the Court of Appeal had itself acknowledged earlier in its judgment that the financial claims arising from the settlement agreement were "***linked to earlier investments made on Libyan territory**, with their original source being the non-payment for construction services carried out on that territory between 1980 and 1991*".

II. Lack of jurisdiction *ratione materiae*

The Court further noted that, even if the dispute arising from the non-execution of the settlement agreement were considered new and within the temporal scope of the BIT, it would then fall outside the BIT's material scope. Article 1(2)(b) of the BIT defines the term "investment" as including "*financial claims having a financial value **related to an investment***". Furthermore, Article 8(4) of the BIT limits procedural protection to disputes **directly arising from investment activities**. This likely explains why the Court of Appeal had emphasised the link between the alleged new dispute and the earlier investments, as described above.

As a result, the Court of Cassation quashed the decision of the Paris Court of Appeal and remitted the case to a differently composed bench of the court.

Contribution by Anna Rizzardi

Court of Cassation, 1st Civil Chamber, 6 November 2024, nº 22-16.580, *Antrix*

In a decision dated 6 November 2024, the First Civil Chamber of the French *Cour de Cassation* upheld the decision of the Paris Court of Appeal (the "**Court of Appeal**") in a dispute between the Indian companies Antrix Corporation Limited ("**Antrix**") and Devas Multimedia Private Limited ("**Devas**"), as well as its shareholders. This decision clarifies the interpretation of ambiguous arbitration clauses and reinforces the pragmatic approach of the French courts to international arbitration.

The dispute arose out of a 2005 contract between Antrix and Devas, which contained an arbitration clause stating that "*the seat of arbitration shall be located in New Delhi and the arbitration proceedings shall be conducted in accordance with the rules and procedures of the International Chamber of Commerce (ICC) or the United Nations Commission on International Trade Law (UNCITRAL).*" Following a dispute, Devas applied to the ICC for arbitration and for the constitution of an arbitral tribunal. Antrix objected to the intervention of this arbitration centre in the absence of an agreement between the parties on the ICC rules. On 14 September 2015, the arbitral tribunal, seated in New Delhi, issued an award confirming its jurisdiction and ordering Antrix to pay damages to Devas.

Devas sought enforcement of the award in France, which was granted by court order. Antrix appealed, arguing that the arbitral tribunal had been improperly constituted. It contended that "*the arbitration clause should be interpreted as authorising only ad hoc arbitration and not institutional arbitration, and that there was no choice between the two types of arbitration, meaning that the ICC should never have accepted jurisdiction over the dispute*." The Paris Court of Appeal held that the arbitration clause allowed the initiating party to choose between the two sets of rules without the need for an explicit new agreement between the parties.

The Court found that this interpretation gave full effect to the clause and was consistent with the parties' intention to submit disputes to arbitration.

Antrix appealed against this decision to the *Cour de Cassation*, arguing that the Court of Appeal had misinterpreted the arbitration clause and violated established principles of contract interpretation. Before the *Cour de Cassation*, Antrix argued that the arbitration clause did not allow one party to unilaterally choose the arbitration rules. It maintained that, under the terms of the clause, the choice between the ICC Rules and the UNCITRAL Rules had to be made by the arbitral tribunal once constituted. Antrix also argued that certain provisions of the contract clearly demonstrated the parties' intention to choose *ad hoc* arbitration, which, in its view, should have led the Court of Appeal to interpret the clause differently.

The *Cour de Cassation* dismissed Antrix's appeal. It endorsed the analysis of the Court of Appeal, emphasizing that it was the latter's role to interpret the clause "*guided by a principle of coherence and utility*" and to favour an interpretation "*that gives effect to the clause whose purpose is to ensure to the effective establishment of arbitration, in order to prevent a party from evading its commitments or challenging its consent to arbitration*."

The High Court observed that paragraph c) of the clause, which states that *"[t]he arbitration proceedings shall be conducted in accordance with the rules and procedures of the ICC (International Chamber of Commerce) or UNCITRAL*" manifested the parties' mutual intention to allow a choice between institutional arbitration governed by the ICC Rules and *ad hoc* arbitration under the UNCITRAL Rules.

The Court considered that, at the time the clause was concluded, the parties had agreed that the initiating party could choose between the two modes of arbitration without requiring a new prior

agreement. This non-restrictive interpretation of the clause allowed it to be given full effectiveness.

With this decision, the *Court de Cassation* reinforces legal certainty in the field of international arbitration, confirming that arbitration clauses will be interpreted in a manner that respects the parties' intentions and ensures the effectiveness of arbitration. This ruling reaffirms the position of French law as supportive of international arbitration. Furthermore, it highlights the critical importance of drafting precise arbitration clauses in order to minimise disputes that may arise from procedural ambiguities. The approach adopted by the Court, which prioritises substance over form, ensures that technical considerations do not impede the parties' access to an efficient resolution of their disputes.

Contribution by Sakhavat Yusifov

Court of Cassation, 1st Civil Chamber, 6 November 2024, nº 23-17.615, *Sultan of Sulu*

The heirs of the Sultan of Sulu (hereinafter, the "**Plaintiffs**") have had their claims dismissed by the First Civil Chamber of the Court of Cassation, five years after the initial request for arbitration.

The dispute arose from the interpretation and enforcement of an 1878 Agreement between the Sultan of Sulu and two individuals concerning a territory on the island of Borneo. The agreement provided for the annual payment of a sum of money to the Sultan of Sulu, in return for the rights granted by the latter over this territory. When these territories gained independence in 1963, they became part of the Federation of Malaysia (hereinafter referred to as the "**Defendant**"). The latter continued to execute the contract until 2013, when it terminated the agreement and ordered the heirs of the Sultan of Sulu to cease payments. The contract contained a clause providing for the appointment of the "British Consul General" of Borneo. This function having disappeared, the United Kingdom rejected the Plaintiffs' request for the appointment of an arbitrator. However, a Spanish court, acting as supporting judge, agreed to appoint an arbitrator.

However, on 25 May 2020, a Madrid-based arbitral tribunal issued a partial award declaring that the parties had sufficiently established their intention to submit the dispute to arbitration, and that the disappearance of the position of "British Consul General" in no way altered this intent. The heirs sought exequatur of this partial award in France. The Paris Court of Appeal overturned the exequatur order on 29 September 2021.

The Plaintiffs alleged that the Paris Court of Appeal violated article 1520 1° of the French Civil Code of Procedure by refusing to uphold the validity and effectiveness of the arbitration clause. In fact, the plaintiffs argue that under French arbitration law, an arbitration clause is assessed by virtue of a substantive rule of arbitration law, without reference to any state law. Consequently, it is the common will of the parties that the judge must seek to assess the validity of the clause. Therefore, a party can't evade its contractual obligations. Furthermore, the French judge, by virtue of the principle of *effet utile*, must interpret the will of the parties in good faith, looking beyond the mere letter of the clause. Finally, the British Consul General was the arbitrator appointed by the parties. His disappearance does not render the arbitration clause null and void since, according to the Plaintiffs, the arbitrator, a third party to the dispute, can be replaced either by agreement of the parties, or "*by the person responsible for organizing the arbitration or the supporting judge*". Consequently, the Paris Court of Appeal, which ruled that the disappearance of the Consul General and the absence of a new agreement rendered the clause "*impossible to implement*", violated the aforementioned text.

In a subsidiary plea, the Plaintiffs invoked the error of assessment made by the Court of Appeal in analysing the arbitration clause by equating the arbitration with the status of British Consul General.

Lastly, the plaintiffs invoke the principle that the judge is under an obligation not to distort the legal acts submitted to him. However, by attributing to the will of the parties a condition which they had not expressly formulated, the Court of Appeal distorted the written document submitted to it.

Thus, to what extent, with regard to the principle of good faith interpretation and the principle of *effet utile*, can the common will of the parties cause an arbitration clause to survive when the authority charged with arbitrating the dispute has disappeared?

The Court of Cassation upheld the decision of the Court of Appeal. After recalling the principle that arbitration clauses are to be interpreted in the light of the common will of the parties, the Court ruled

that the Court of Appeal rightly held that the choice of the British Consul General was inseparable from the common will of the parties. Therefore, the disappearance of this function led to the disappearance of consent to arbitration.

The Court of Cassation seems to confirm a silent substantive rule of private international law, since it makes essential an element accessory to the willingness to compromise. This decision may seem surprising insofar as it reverses its earlier case law, which seemed to deny the essentialization of an element accessory to the will of the parties (Cass. Civ. 1ere, March 13, 2007, *Chefaro,* no. 04-10970).

Contribution by Adel Al Beldjilali-Bekkaïri

Paris, 4 June 2024, nº 22/14963, *Todini*

In a decision rendered on 4 June 2024, the Paris Court of Appeal gave valuable insight into the question of jurisdiction to set aside an arbitral award rendered by an arbitral tribunal constituted in breach of a FIDIC arbitration clause, which normally requires that a Dispute Board first adjudicate on the dispute.

On the facts, Italian company Todini (hereinafter the "**Claimant**") entered into a FIDIC contract on 27 June 2017 with the Ministry of Regional Development and Infrastructure of Georgia (hereinafter the "**Defendant**") for the construction of a road in Georgia. The contract contained an arbitration clause submitting any dispute to arbitration, following a prior decision by a Dispute Board.

Following the Claimant's termination of the contract, the Respondent applied to the Dispute Board for a decision on the lawfulness of the termination, the return of the advance payment, and the payment of damages. Despite the absence of decision by the Dispute Board, the Defendant initiated ICC arbitration proceedings, which culminated in an award issued in favour of the Defendant on 20 June 2022. As such, the Claimant brought an action to set aside the award before the Paris Court of Appeal.

- **Ground for annulment relating to the arbitral tribunal's lack of jurisdiction**

This decision's point of interest concerns the Claimant's first ground for annulment. It argued that the arbitral tribunal ought to have ruled that it lacked jurisdiction *ratione temporis*. It contended that the case was referred to the arbitral tribunal before the Dispute Board had rendered its decision, but also the arbitral tribunal ruled on a part of the dispute that had been submitted to the Dispute Board.

In response to both arguments, the Court held that the requirement that the Dispute Board's decision be a prerequisite for the initiation of arbitral proceedings was a question of admissibility, and not of jurisdiction. As inadmissibility of a claim does not constitute a ground for annulment within the meaning of Article 1520 of the French Code of Civil Procedure, it naturally followed that the award could not be annulled on this basis.

- **Other grounds for annulment**

Although the Claimant's other arguments do not call for any particular comments, they will nonetheless be covered in this case note.

On the one hand, the Claimant asserted that the arbitral tribunal did not comply with the mandated conferred upon it. While the Respondent had asked that the arbitral tribunal render an award "*declaring that it is entitled to recover from Todini all costs that it is to incur in seeking financing for the remaining work, up to an amount to be quantified*", the latter ruled that it was "*in principle, entitled to claim from* [Todini] *all costs that* [the Ministry] *is to incur in seeking financing for the remaining Works*". In other words, the Claimant criticised the arbitral tribunal for ruling *ultra petita*, by issuing a declaratory ruling on the possibility in principle to be compensated for the potential – and therefore hypothetical – loss to be incurred, whereas the Defendant had arguably merely claimed compensation for the future – and therefore certain – loss to be incurred, whose quantum was to be determined later. The Claimant also opined that the arbitral tribunal failed to give reasons for its decision.

The Court ruled that it only has jurisdiction to ascertain the existence of reasons given by the tribunal, and not the substance thereof. It added that the arbitral tribunal complied with its mandate

in its decision, as it simply granted the Respondent's request for compensation and gave reasons for that decision.

On the other hand, the Claimant stated that it was unable to respond to the Respondent's statement of rejoinder, which was accompanied by fifty new exhibits, in violation of due process.

In response, the Paris Court of Appeal noted that this question had been settled by a procedural order from the arbitral tribunal, which provided for the modalities of reply and to which the Claimant had not objected. Moreover, it was clear from the hearing transcript that the Claimant declared that "*the problem had been solved*". The Court therefore concluded that this argument was inadmissible, in that it had waived its right to avail itself of this irregularity by virtue of Article 1466 of the French Code of Civil Procedure (as applicable due to Article 1506 3° of the same code) due to its procedural conduct.

As such, the Court of Appeal dismissed the Claimant's action for annulment.

Contribution by Yoann Lin

Paris, 3 October 2024, nº 22/15049, *Astaris*

The international commercial chamber of the Paris Court of Appeal (hereinafter "**ICCP-CA**") ordered a stay of enforcement of an arbitral award on 3 October 2024, due to the debtor's insolvency.

The dispute originated from the termination of a highway construction contract in Georgia, entered into on 6 September 2017, between Astaris, an Italian company, and the Roads Department of the Ministry of Regional Development and Infrastructure of Georgia (hereinafter referred to as the "**Roads Department**"). Due to significant financial difficulties, Astaris filed for collective bankruptcy proceedings called "Concordato" on 28 September 2018. In practice, this procedure aimed to address the financial situation of an indebted company, similar to bankruptcy proceedings. Following this procedure, Astaris declared its insolvency and its intention to terminate the construction contract at issue, initiating an ICC arbitration to claim compensation resulting from the contract's termination. However, this arbitral process led to an award by the ICC arbitral tribunal which was unfavorable to the Italian company. Specifically, the tribunal ordered Astaris to pay damages and post-award interest for the termination of the contract, which it deemed wrongful and abusive.

As a result, on 9 August 2022, the Italian company appealed to the Paris Court of Appeal to annul this award, citing its financial difficulties and arguing that enforcing such an award would violate the principle of equality among unsecured creditors in enforcement proceedings. Pursuant to Article 1526 of the French Code of Civil Procedure, Astaris filed a motion before the judge in charge of the case to suspend the award's enforcement. In response, the Roads Department argued that Astaris lacked standing to appeal, seeking to dismiss the annulment request.

The Paris Court of Appeal was thus called to decide whether the enforcement of an arbitral award could be stayed due to the debtor's financial difficulties and the insolvency proceedings that he initiated.

The Court of Appeal answered affirmatively, first noting that the annulment procedure does not have a suspensive effect, but the pre-trial judge in charge of the case may decide to stay or adapt the enforcement to prevent harm to the debtor. To assess the potential harm, a case-by-case evaluation is made, considering the debtor's economic situation at the time of the judge's decision. In this case, the Court of Appeal acknowledged the severe financial harm that could result from the enforcement of the award, notably the risk of liquidation. Thus, the Court of Appeal ordered a stay of enforcement of the award, emphasizing the strong likelihood that such a decision would be incompatible with the principles of equality among creditors, as established by Italian bankruptcy law, as well as the risk of serious harm to Astaris' rights. Essentially, an annulment procedure does not have a suspensive effect. However, this ruling affirms the increasingly consistent case law in France which grants the possibility of staying the enforcement of an arbitral award if it would cause manifestly severe economic harm to the claimant.

Contribution by Rheda El Hamzaoui

England & Wales Court of Appeal, *Infrastructure Services & Energia Termosolar v Spain* [2024] EWCA Civ 1257

By a decision rendered on 22 October 2024, the United Kingdom Court of Appeal held that contracting states to the 1965 Convention on the Settlement of Investment Disputes between States and Nationals of Other States (hereinafter "the **ICSID Convention**") submitted to the jurisdiction of the courts of the United Kingdom and therefore cannot invoke immunity under the *State Immunity Act* of 1978 (hereinafter "the **SIA**").

The decision concerned two ICSID awards rendered against the Kingdom of Spain and the Republic of Zimbabwe. The award creditors sought and obtained enforcement of the awards in the United Kingdom but both countries appealed the enforcement orders, invoking the principle of state immunity under the SIA. As both cases involved the interpretation of Article 54 of the ICSID Convention and its relationship with the SIA, the Court of Appeal decided to hear them jointly.

To resolve the dispute, the Court of Appeal needed to determine, first whether section 1(1) of the SIA, which provides for general state immunity, is applicable to the enforcement of ICSID awards; second, whether section 2 of the SIA related to the exceptions to state immunity applied; and third, whether section 9 of the SIA, related to waivers of immunity through agreements in writing to submit a dispute to arbitration, applied.

Regarding the first issue, as section 1(1) provides for state immunity only in relation to cases where the courts of the United Kingdom have jurisdiction, the Court held that it should apply to the registration of ICSID awards.

Specifically, for a court to order enforcement of an arbitration award, it should assess its authenticity as well as the "other evidential requirements" listed in the 1966 *Arbitration Act*.

For the Court, these assessments should be construed as an adjudicative act, thereby engaging section 1(1) of the SIA.

As the SIA was found applicable, it was then necessary to determine whether the grounds for exception of state immunity provided in section 2 of the SIA should apply. According to this section, a State may submit to the jurisdiction of the courts of the United Kingdom "by a prior written agreement". For Spain and Zimbabwe, article 54 of the ICSID Convention, by which each Contracting State agrees to recognize and enforce awards rendered pursuant to the Convention, should not be interpreted as a "prior written agreement". However, the Court of Appeal rejected this argument. Indeed, under recognized principles of international law, waiver of jurisdictional immunity should be express. According to the Court, by adopting Article 54, the Contracting States expressly waived their right to jurisdictional immunity and clearly agreed to be submitted to the jurisdiction of any Contracting State in matters related to the recognition and enforcement of ICSID awards.

As it found section 2 of the SIA applicable, the Court of Appeal did not consider the argument related to section 9 according to which a State is not immune with regards to proceedings before United Kingdom courts related to an arbitration when the State agreed to resolve disputes by means of arbitration. However, the Court added that section 9 imposes a duty on judges to assess whether the parties agreed to submit their dispute to arbitration.

Although a complete analysis of section 9 would have been suitable, *Infrastructure Services Luxembourg S.À.R.L. v. Kingdom of Spain* and *Border Timbers Limited v. Republic of Zimbabwe*

represents an important decision regarding enforcement of ICSID awards. It is now clear that Contracting States cannot invoke the *State Immunity Act* to prevent recognition or enforcement of an ICSID award in the United Kingdom.

Contribution by Chloe Cerveau

Svea Court of Appeal, *Okuashvili v Georgia*, 12 November 2024

Does the most-favoured-nation (hereinafter "**MFN**") clause allow an investor to rely on a more favourable dispute settlement clause contained in another bilateral investment treaty (hereinafter "**BIT**")? This was the question answered by the Svea Court of Appeal (Sweden) in its judgment of 12 November 2024 in *Zaza Okuashvili v. Georgia* concerning the Georgia-UK BIT.

In this case, a dual British-Georgian national referred a dispute with Georgia under the Georgia-UK BIT to an arbitral tribunal at the Arbitration Institute of the Stockholm Chamber of Commerce (hereinafter "**SCC**') in 2019. Under Article 8 of the BIT, Georgia agreed that investment disputes could be submitted to arbitration before an arbitral tribunal established under the auspices of the International Centre for Settlement of Investment Disputes (hereinafter "**ICSID**"). However, the allegedly injured investor, who had both British and Georgian nationality, could not bring such proceedings before ICSID. In fact, pursuant to Article 25.2(a) of the ICSID Convention, an investor with dual nationality, including that of the State party to the dispute, is excluded from the jurisdiction of ICSID. The investor therefore invoked Art. 3 of the above-mentioned BIT, which contains the MFN clause under which it enjoys the same benefits as other foreign investors who enjoy more favourable treatment under other BITs. Under these circumstances, the investor wished to benefit from the more favourable treatment granted by Georgia to other foreign investors under the Georgia-BLEU (Belgium-Luxembourg Economic Union) BIT. Under Article 10 of this BIT, the investor has a choice of arbitration before ICSID, ICC and SCC (the latter having no restrictions on dual nationals). The claimant therefore filed a request with the SCC. The seat of the arbitration was set in Stockholm, Sweden.

In its Final Partial Award on Jurisdiction and Admissibility of 31 August 2022, the arbitral tribunal constituted under the aegis of the SCC (hereinafter the "**Arbitral Tribunal**") found that it had jurisdiction to settle the dispute. As a result, on 29 September 2022, Georgia brought an action against this arbitral award pursuant to Section 2 of the Swedish Arbitration Act, arguing that the arbitral tribunal lacked jurisdiction. In essence, Section 2 of the Swedish Arbitration Act allows the Court of Appeal to review an award by which an arbitral tribunal has assumed jurisdiction. The judicial debate focused mainly on whether the investor could invoke the MFN clause to substitute the arbitral institution agreed in the BIT. The question of whether the Georgia-UK BIT complied with European case law prohibiting intra-European arbitration was also raised. However, the court did not have to rule on this issue, as the arbitral tribunal was declared to lack jurisdiction. But before going into the substance of the argument, it is worth noting an interesting procedural aspect of Swedish law: although the arbitral tribunal has affirmed its jurisdiction, in the context of this remedy under Section 2 of the aforementioned Act, the burden of proving that the arbitral tribunal had jurisdiction to decide the dispute still lies with the claimant to the arbitration.

As the Svea Court of Appeal pointed out, for the arbitral tribunal to have jurisdiction, Georgia must have given its consent to the arbitration. This consent must be clearly expressed (at [77]). To assess the existence of such consent, the Court of Appeal applied the method of interpretation set out in Articles 31 and 32 of the 1969 Vienna Convention on the Law of Treaties, following a progressive, funnel-like approach. The Court of Appeal pointed out that there was no uniform arbitral case law on the issue (at [80]).

First of all, the Court of Appeal observed that the Georgia-UK BIT contained an offer to arbitrate in Article 8 that referred only to an arbitral tribunal constituted under the auspices of ICSID (at [73]).

In addition, Art. 3 of the BIT includes an MFN clause, allowing the investor to benefit from better treatment regarding the obligations set out in Arts. 1 to 11 of the BIT. As the Court of Appeal explained, although the dispute settlement clause is formally included in this interval, the same is true of Article 1, which sets out the definitions, and Article 3, relating to the MFN clause, to which the MFN clause does not, however, apply (at [82]). Thus, it remains unclear whether most-favoured-nation treatment applies to the dispute resolution clause.

Still analysing the ordinary meaning of the terms, the Court of Appeal highlighted the wording adopted in Art. 3.2 of the BIT: "*Neither Contracting Party shall in its territory subject nationals or companies of the other Contracting Party, as regards their management, maintenance, use, enjoyment or disposal of their investments, to treatment less favourable than that which it accords to its own nationals or companies or to nationals or companies of any third State*". In the Court's view, investment 'management' is the closest thing to dispute resolution, but it promptly acknowledged that dispute resolution could not be assimilated into the concept of management. The Court gave the example of a manager who, although responsible for the day-to-day management of a company, does not nevertheless have general authority to represent the company in legal proceedings (at [83]). The Court then defined 'treatment' as the way in which a State protects or acts in relation to other parties. Similarly, the Court concluded that there was no evidence that the concept of 'treatment' included dispute resolution (at [84]).

The Svea Court of Appeal also questioned whether the MFN clause could be given an *effet utile* in relation to the dispute resolution clause. The Court answered in the negative, holding that the *effet utile* does not allow the agreed arbitration institution to be replaced by another of the same type (at [86]). The Court reasoned by way of a *reductio ad absurdum* to show that if all arbitration institutions were considered to be of the same nature, there would be no limit to the application of MFN clauses (at [88]), hence the need to limit the effect produced by such a clause.

Next, the Svea Court of Appeal considered the context and purpose of the adoption of the Georgia-United Kingdom BIT. The Court of Appeal highlighted that, in the process of drafting norms of international law, States exert a tangible influence on the drafting of the text of the BIT (at [76]). In the present case, the Court emphasised that, in 1991, the United Kingdom had two versions of the BIT - one 'preferred' (with exclusive recourse to the arbitral tribunal constituted under the aegis of ICSID) and the other 'alternative' - and concluded that the choice by the States of the 'preferred' version made it possible to interpret art. 3 of the BIT as excluding recourse to the MFN clause, which would have the effect of replacing the arbitral institution agreed with another. To conclude otherwise would be to deprive Article 8 of its *effet utile* (at [90]).

In light of this in-depth analysis, the Svea Court of Appeal concluded that the arbitral tribunal lacked jurisdiction (at [91]). The Swedish Court of Appeal provides a concrete example of the analysis that arbitral tribunals must carry out with regard to the MFN clause. The doctrine of *effet utile* is not always the appropriate solution, as has been demonstrated in this case.

Given the importance of the legal issue raised in this case, the Court of Appeal opens up the possibility of an appeal to the Swedish Supreme Court (at [95]). It is therefore possible that the Swedish Supreme Court will shortly issue an analysis confirming or overturning this decision.

Contribution by Iulian Chetreanu

Singapore Court of Appeal, *DFM v DFL*[2024] SGCA 41

On 17 October 2024, the Singapore Court of Appeal dismissed an appeal by DFM, who sought to resist the enforcement of a provisional arbitration award issued by the Dubai International Arbitration Centre (DIAC). The Court provided significant clarification on the principles of waiver of jurisdictional objections, the doctrine of kompetenz-kompetenz, and the enforcement of interim arbitral awards.

The dispute arose from a settlement agreement between DFM, an Indian national, and DFL, a Qatari national, in the context of a merger and acquisition transaction. The agreement required DFM to pay DFL USD 114 million in three tranches, payments which DFM failed to complete. Following this, DFL commenced arbitration under DIAC rules, pursuant to a decree issued in Dubai that replaced the DIFC-LCIA as the governing arbitral institution. In the course of the proceedings, the arbitral tribunal granted DFL interim relief, including a freezing order on DFM's assets, by way of a provisional award.

DFM resisted enforcement of the award in Singapore, arguing that the tribunal lacked jurisdiction as the arbitral procedure did not comply with the original arbitration agreement. The Singapore High Court dismissed DFM's objections, finding that DFM had waived his jurisdictional challenge by contesting the merits of the interim relief application without raising timely objections to jurisdiction.

On appeal, the Singapore Court of Appeal was tasked with determining whether DFM had waived his right to object to the tribunal's jurisdiction.

(1) Waiver of jurisdictional objections:

The Court held that DFM had unequivocally waived his jurisdictional objections concerning the tribunal's authority to grant interim relief. By failing to raise jurisdictional objections during the interim relief proceedings and instead contesting the substantive merits of the application, DFM had demonstrated a clear and consistent intention to submit to the tribunal's jurisdiction for that specific phase of the arbitration.

The Court distinguished between reserving jurisdictional objections for the substantive arbitration and actively participating in interim proceedings. It clarified that submission to jurisdiction for a specific purpose—such as interim relief—does not necessarily preclude jurisdictional objections for subsequent phases of the arbitration.

(2) Application of kompetenz-kompetenz:

The Court reaffirmed the principle of kompetenz-kompetenz, whereby arbitral tribunals have the authority to determine their own jurisdiction. The Court emphasized that issues of jurisdiction should primarily be decided by the tribunal itself and that judicial intervention should be minimal, particularly at the interim stage.

(3) Enforceability of interim awards:

The Court underscored the importance of upholding the enforceability of interim awards to preserve the efficacy of arbitral proceedings. It held that interim awards may be enforced independently of pending jurisdictional challenges concerning the substantive arbitration. This ensured the practical utility of interim relief, particularly in complex, cross-border disputes.

The Court concluded that DFM's conduct during the interim relief application precluded him from later challenging the provisional award's enforceability. The appeal was dismissed, and DFM was ordered to pay costs fixed at SGD 31,000.

Contribution by Dina Chami

ICSID, *Samuel Seda v Colombia*, Case nº ARB/19/6

On 27 June 2024, an arbitral tribunal under the auspices of the International Centre for Settlement of Investment Disputes (hereinafter "**ICSID**"), in the case *Angel Samuel Seda et al. v. Republic of Colombia* (ICSID Case No. ARB/19/6), ruled on a dispute involving asset forfeiture measures imposed by Colombia (hereinafter the "Respondent"). The Tribunal declared itself without jurisdiction, holding that Colombia's actions fell within the essential security exception under Article 22.2(b) of the United States-Colombia Trade Promotion Agreement (hereinafter the "**TPA**").

Angel Samuel Seda *et al.* (hereinafter the "Claimants), led by U.S. citizen Angel Samuel Seda, invested in Colombian real estate and hospitality ventures, these projects aimed to capitalize on Colombia's economic growth and stability. Mr. Seda's real estate projects in Colombia were located in Medellín. During the 1980s and 1990s, large amounts of properties and land in the region were owned and controlled by drug cartels. In 2000, Colombia amended its General Regime for Foreign Investments, creating an open market for foreign investments, including by guaranteeing equal treatment and stability for foreign investments. Colombia implemented several legal reforms and policies to encourage "*foreign investors to invest or expand existing investments in the country.*" Therefore, Colombia entered into several investment treaties with other States providing for extensive protections for foreign investments, including the United States-Colombia Trade Promotion Agreement of 2012.

Since 2008, Mr. Seda was involved in several hospitality and property projects such as the Meritage Project in 2012 – which was planned as a large mixed-use project consisting of a luxury hotel with long-term stay hotel suites, residential apartments, single-family homes, and commercial storefronts. In 2012, Mr. Seda learned from La Palma – the Meritage property owner at that time – that the Meritage Property was unencumbered. La Palma's representatives told Mr. Seda that, at the time of the purchase of the Meritage Property, La Palma had asked the Anti-Money Laundering and Asset Forfeiture Unit at the Attorney General's Office to confirm that the Meritage Property and its owners at the time were not part of any criminal or forfeiture proceeding or investigation. Mr. Seda also conducted a title study of the Meritage Property going back ten years in the property's ownership, as provided for in the Law 791 of 2002.

In early 2014, Mr. Seda was contacted by Mr. Iván López Vanegas, the latter alleged that he was the rightful owner of the land on which the Meritage Property is located. He claimed that conducted title studies confirmed this result as well as several deeds proving the transfer of title to the property. However, Mr. Seda and Mr. Iván López Vanegas did not reach an amicable solution. On 3 July 2014, Mr. Iván López Vanegas filed a formal criminal complaint with Prosecutor No. 24 of the Organised Crime Unit of the Attorney General's Office in Bogotá claiming that he was the rightful owner of the Meritage Property. He claimed that he had formerly participated in drug trafficking and that his son, Sebastián López Betancur, had been kidnapped by members of a drug cartel, *Oficina de Envigado*, who forced him to sign over ownership of the Meritage Property. On 6 May 2016, Mr. Iván López filed a constitutional protection action (*Acción de Tutela*) before the Bogotá Superior Court, alleging that in the nearly two years since he filed his criminal complaint, the Attorney General's Office Organized Crime Unit had taken no action. On 23 May 2016, the Bogotá Superior Court issued its ruling regarding Mr. Iván López' constitutional protection action finding that the action was inadmissible against La Palma, Corficolombiana, and Royal Realty – the companies involved in the acquisition of the

Meritage Property by Mr. Seda.

An initial phase of the Asset Forfeiture Proceedings formally commenced on 8 April 2016 when the Asset Forfeiture Unit of the Attorney General's Office assigned the matter to Prosecutor No. 44, Ms. Alejandra Ardila Polo, and requested her to conduct further research regarding the assets claimed by Mr. Iván López. The investigation conducted during the initial phase of the Asset Forfeiture Proceedings comprised the retrieval of information from several private and public entities, including the Superintendence of Notary and Registry and the Chamber of Commerce of Aburrá Sur of Medellín, regarding the ownership history of the Meritage Property. This analysis revealed several irregularities in terms of signatures, formalities, and legal representation. Another element was conducting research into the companies involved in the transfer of the Meritage Property in the past and into the criminal organization named *Oficina de Envigado.*

As a result of the irregularities uncovered during the investigations, on 22 July 2016, the Asset Forfeiture Unit of the Attorney General's Office suspended, as a precautionary measure, the right to transfer the Meritage Property's title and attached and seized the property, placing it under the custody and management of the Sociedad de Activos Especiales, a State entity, thereby freezing all of the Meritage's business and investment activities. These precautionary measures were challenged before the national courts, which lead to an asset forfeiture trial in 2016, which is still pending before the Superior Tribunal of Bogotá.

On 25 January 2019, ICSID received a request for arbitration from the Claimants based on the United States-Colombia Trade Promotion Agreement. The Claimants argued that asset forfeiture measures imposed by Colombia amounted to an unlawful expropriation and that Colombia's measures violated their rights as foreign investors. They alleged a lack of due process and transparency in the proceedings, as well as disproportionate actions that breached the TPA's obligations namely the Fair and Equitable Treatment, the National Treatment and the Full Protection and Security Standard. Colombia countered that its actions were necessary to protect national security, relying on the essential security clause in Article 22.2(b) contained in the TPA (hereinafter the "**ESI Provision**"). It argued that the Tribunal lacked jurisdiction to review measures directly linked to safeguarding national security interests. The Respondent also provided that, alternatively, if the Tribunal were to find it had jurisdiction over the dispute, the security exception should be held to apply and lead to the conclusion that the Respondent has not breached any TPA obligations.

The United States of America (hereinafter the "**U.S**") in their oral submission during the Third Hearing, as a Non-Disputing Party, raised two points regarding the essential security interest exception's effect on the Tribunal's jurisdiction. First, the U.S. maintained that the language of Article 22.2(b) of the TPA, which is also contained in exception clauses in other U.S. treaties, is clearly self-judging and therefore the "*tribunal must find that the Exception applies.*" This conclusion is based on the ordinary meaning of Article 22.2(b) of the TPA ("*it considers*") and Footnote 2 ("*the Tribunal or panel hearing the matter shall find that the Exception applies*"). The U.S. submitted that the invocation of Article 22.2(b) of the TPA is, accordingly, non-justiciable. Second, the U.S. rejected the Claimants' submission that "*U.S. treaty practice on Essential Security Interest Exceptions supports the conclusion that Article 22.2(b) merely allows a State to apply or continue to apply measures that it considers necessary for the protection of its own Essential Security Interest, but that Article 22.2(b) does not address the question of liability or compensation.*" The U.S. submitted that Article 22.2(b) of the TPA intends to exclude all measures invoked under this provision from the scope of the obligations under the TPA. In connection with this argument, the U.S. provided that without an injury caused by an internationally wrongful act, a State is under no obligation to make reparation or restitution. The Claimants are therefore not entitled to

compensation for any loss of damage resulting from measures covered by Article 22.2(b) of the TPA, as these acts cannot be viewed as a breach of an international obligation.

The focal point on which the Tribunal had to deal with was the application of the essential security exception. The first question concerned the interpretation of the essential security clause (Article 22.2(b)). The Tribunal analysed whether the clause excluded its jurisdiction entirely or merely limited the remedies available. It noted that "*Article 22.2(b) of the TPA is not merely an exception to the remedies regime under the TPA. If invoked properly, it excepts the measures taken by Respondent from the scope of the TPA, and the Tribunal's inquiry stops short of establishing wrongfulness of Respondent's actions (if any) – let alone awarding any compensation."* Then, the following question was asked to the Tribunal: did the interpretation of Article 22.2(b) allow Colombia itself to determine the necessity of the measures without a thorough external review by the Tribunal? In applying the Vienna Convention on the Law of Treaties, the Tribunal emphasized that "[*a*]*lthough the ESI Provision is self-judging* [*i.e.* a means for the State invoking its operation to retain, in full or in part, the power of interpretation of the clause], *the Tribunal does not agree with the proposition that it is solely for the State parties to the TPA to ensure that the provision is invoked in good faith and, ultimately, that the other State Party is the judge of the proper invocation of the ESI Provision, as argued by the U.S* […] *Therefore, the Tribunal will conduct a limited review as to whether Respondent invoked the ESI Provision in good faith.*" Finally, the Tribunal had to determine the proportionality between the forfeiture measures and the national security concerns. The Tribunal observed that "*the submitted evidence, together with the undisputed facts as to the chain of title of the Meritage Lot, constitutes a sufficiently plausible nexus between the measures taken by Respondent against Meritage Property and the stated essential security interest of fighting drug trafficking.* […] *the Tribunal considers that there are no indications in the case record that the ESI Provision was not invoked by Respondent in good faith.* […] *this means that the measures taken by Respondent are excluded from the scope of the TPA coverage and Tribunal's inquiry must stop here*."

The Tribunal concluded that it lacked jurisdiction to adjudicate the claims due to the application of the essential security clause and held that the "[r]*espondent invoked the ESI Provision in line with the requirements of the TPA, and therefore the measures enacted by Respondent against Claimants are placed outside of the scope of the Treaty. That effectively means that the Tribunal has no mandate to review further objections to its jurisdiction and the merits of the case*."

Contribution by Paul Gobetti

INTERVIEW WITH CHARLOTTE FROMONT

1. To begin with, could you please tell us a bit about your background and the reason that you chose international arbitration as a career option?

Before answering, thank you to the Paris Baby Arbitration team for this invitation.

I took the decision to pursue a career in arbitration at the end of my academic studies. I started with a double degree in law and international relations, which specialised in defence and diplomacy issues. This double degree enabled me to get a solid training at the intersection of law and political science. In my second year of law school, I discovered international public law and international humanitarian law. I continued my studies with a Master's degree in international and European law before completing my academic studies with an LLM in international law and international relations in the Netherlands. With these Master's degrees, my specialisation tended towards international public law, international humanitarian law, international criminal law and human rights. At that time, I hesitated between becoming a lawyer to practice international public law or sitting the exams for the *Commissariat aux armées* (the department in charge of the general administration of the armed forces, including the legal services) in order to become a legal advisor on the field. After some thought, I passed the exam for the Paris bar school.

It was really during my training at the Paris bar school that I discovered international arbitration. I joined the Advanced Program in Investment Arbitration of the Paris bar school and participated in the FDI Moot. I was immediately interested by this course as it is one of the rare legal areas allowing a truly international practice of the law for a lawyer. The possibility of working on complex litigation going beyond national borders, of working in different languages, of collaborating with professionals from across the world and

contributing to the resolution of international disputes definitely convinced me to choose arbitration for my career path. I therefore applied to different law firms. I did my bar traineeship (stage final) at Curtis, Mallet-Prevost, Colt & Mosle LLP, which turned into an associate position.

2. You have been working as an associate at Curtis for 5 years. Could you tell us a bit about Curtis's arbitration team in Paris and what your day-to-day work is like?

I joined the international arbitration team of Curtis' Paris office six years ago as an intern, and then stayed on as *jurist* before being sworn in as an *avocat* five years ago. The arbitration team in Paris is made up of around 15 lawyers. What makes Curtis special is that it is a firm of international scale but composed of human sized teams based in 19 offices in Europe, Latin America, the Middle East, the USA and in Asia. The Paris office works directly with the other offices. Thus, although we work on complex and large-scale cases, the size of our teams allows us to maintain the flexibility and agility of a boutique firm, thus offering the best of both worlds to our clients: the strength of a global structure and the reactivity of a specialised firm. (If you want to know more about our different offices, I invite you

to follow our podcast "On Tour with Curtis : Inside an International Law Firm").

At Curtis, we mainly represent States and public entities in complex arbitrations between investors and States, whether that be in investment or commercial arbitrations. We also represent private parties in commercial arbitrations that do not involve States. Our practice also extends beyond the dispute aspects of arbitration. For example, we advise on the drafting the writing of investment or international trade treaties, on the negotiation of international commercial contracts and on international restructurings. We work across a broad range of sectors, including oil & gas, renewable energies, mining, construction, project development, etc.

In my six years at Curtis, I have therefore been involved in disputes under the rules of the International Centre for the Settlement of Investment Disputes (ICSID), the International Court of Arbitration (ICC), the UN Commission on International Trade Law (UNCITRAL) and the London Court of International Arbitration (LCIA). Occasionally, I have worked on the enforcement of awards in France and abroad. Beyond arbitration, I have also advised, on a *pro bono* basis, NGOs and investment companies with a social impact on the structuring of innovative financial mechanisms such as impact contracts (social impact bonds (SIB)/development impact bonds (DIB)).

My day-to-day work varies according to the procedural stages which dictate the pace of our cases. There are days that I spend writing briefs or supervising legal or factual research, others days exchanging with clients or experts, and others preparing pleadings or cross-examinations. As an associate at Curtis, I have always been entrusted with a significant and increasing amount of responsibility over cases. For me, Curtis is a firm where we are truly integrated into the team and where individual potential is actively encouraged. There's a great deal of team spirit and trust. Right from my first year, I had the opportunity to work directly with Peter Wolrich, one of the partners of the firm, and draft the main objections on jurisdiction in our submissions for an ICSID arbitration. It was a very enriching and rewarding experience.

3. You did an LLM in the Netherlands, a country known for international law but often overlooked compared to the USA or the UK. Could you please tell us about this experience and what it brought you in your arbitration career?

My decision to pursue an LLM in the Netherlands, rather than the more traditional destinations like the USA or the UK, was firstly based on financial considerations. I then chose the program proposed by the Free University of Amsterdam: an LLM specialised as much in international law as in international relations. At the time, I wanted to specialise in international public law and international humanitarian law, so I chose an LLM that offered a dual curriculum approaching inter-state relations and armed conflict issues from a legal, but also geopolitical and security angle. Indeed, I have always believed that one could not practice law without understanding the reality that it governs. This approach to law still benefits me today. As business/commercial lawyers in international arbitration, we need to go beyond the traditional legal boundaries in order to offer our clients strategic and contextual advice.

This dual curriculum enabled me to develop legal, diplomatic and strategic skills. This combination of multidisciplinary skills is an important asset today as a lot of our clients are States. My studies in political science and international relations gives me a better understanding or our client's political and cultural sensitivities.

Alongside my LLM, I had the opportunity to work with the Public International Law and Policy Group (PILPG) on issues of peace negotiations and transitional justice. I received proper training at PILPG. A lot of time was dedicated to professional development. It was there that I learnt the

foundations of the job, namely, how to draft a memorandum, how to conduct legal research, how to draft an email, how to interact with clients, how to introduce myself and develop a network. These are all things that I still do today on a daily basis.

In addition, the geographic proximity to major international institutions, in particular in The Hague, was a major asset. I had the opportunity to interact with professionals working at the International Court of Justice, the International Criminal Court and the International Criminal Tribunal for the former Yugoslavia (ICTY).

For my career in arbitration, this experience in the Netherlands was foundational. It was a very enriching experience that confirmed my desire to practice law rather than work in international relations. It not only gave me a solid expertise in international law, but also enabled me to start to build a professional network and to develop a multidisciplinary perspective of international law.

4. You recently co-authored the chapter on the Merits of the IBA's Report on Insolvency and Investment Arbitration. Could you please tell us a bit about this report and the problems that insolvency proceedings bring to an arbitration?

There are so many but two come to mind. The first one is a case where we represented the Republic of
The working group on insolvency and arbitration of the International Bar Association (IBA) published recently a detailed report on the links between insolvency proceedings and investment arbitration, highlighting the important legal and procedural challenges that occur at the intersection of these fields.

The report was edited by the co-chairs of the 2022-23 working group, Hamid Abdulkareem, counsel at Three Crowns, and Simon Batifort, partner at Curtis, as well as by the academic chair Dr Manuel Penades, reader at King's College London. The report was drafted by international arbitration practitioners. The chapter that I co-wrote with Justin Jacinto, partner at Curtis, was on the merits issues.

The report covers the main issues that arise when an investment arbitration is confronted with an insolvency. It is not uncommon for investors to start a claim under an investment treaty when their investment is affected by insolvency proceedings. Rather than offering an alternative forum for such proceedings, investment arbitration can allow the investor to seek redress for the wrongful actions or omissions of the State relating to the insolvency.

When this happens, a number of issues may arise, at all levels (jurisdiction, admissibility, assignment, substantive questions, the quantum, etc.). These may include: the capacity of an insolvent investor to pursue an investment treaty claim; reflective loss claims or claims by shareholders to recover losses suffered by the company; attribution of acts taken during the insolvency, in particular by liquidators, insolvency trustees, and other court appointed administrators; valuation of damages caused to an insolvent business. Such cases can also raise procedural issues, in particular of the representation of the insolvent investor or relating to the request requests for security for costs.

On the merits, three types of cases can be identified in which insolvencies may relate to the merits of an investment treaty arbitration. First, the cases in which the investor claims that the wrongful conduct of the State has caused the insolvency. The adjudication of the merits of these disputes is often little different than any other case in which the State is alleged to have caused harm to the investor's investment in that the tribunal's focus will be on the measures that harmed the company and led to the insolvency, with the insolvency being relevant primarily as evidence of the magnitude of harm caused to the investment. There are also cases in which the investor contests the decision of a State to place a business in insolvency. These claims have become relatively common these last few years in the context of bank failures. Finally, there are the cases where the investment business allegedly suffered a denial of justice during the insolvency proceedings.

NEXT MONTH'S EVENTS

5 December 2024: GAR Live: Women in Arbitration 2024

Organised by lobal Arbitration Review

Where ? At *Le Méridien Etoile – 81 Boulevard Gouvion Saint-Cyr, 75017 Paris*

Website: https://events.globalarbitrationreview.com/event/WomeninArbitration2024/websitePage:a1a544f9-bf73-452d-ac53-3cded8e421dc

13 December 2024: Conference on the theme of "l'arbitrage, entre enjeux commerciaux et enjeux diplomatiques"

Organised by Institut de recherche en droit des affaires de Paris (IRDA)

Where ? At *IRDA Auditorium– 87 Rue Notre-Dame des Champs, 75006 Paris*

Website: https://irda.assas-universite.fr/fr/evenements/droit-affaires-en-perspective-larbitrage-entre-enjeux-commerciaux-enjeux-diplomatiques

INTERNSHIP AND JOB OPPORTUNITIES

LAW PROFILER

INTERNSHIP
A&O SHEARMAN LLP

ARBITRATION
Start date: July 2025
Duration: 6 months
Location: Paris

INTERNSHIP
WATSON FARLEY & WILLIAMS

LITIGATION & ARBITRATION
Start date: July 2025
Duration: 6 months
Location: Paris

INTERNSHIP
LAMY LEXEL AVOCATS

BUSINESS LITIGATION
Start date: January 2025
Duration: 6 months
Location: Paris

INTERNSHIP
NORTON ROSE FULBRIGHT

LITIGATION & ARBITRATION
Start date: July 2025
Duration: 6 months
Location: Paris

INTERNSHIP
DECHERT LLP

TRIAL, INVESTIGATIONS & SECURITIES
Start date: July 2025
Duration: 6 months
Location: Paris