PBA

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French and foreign court decisions

International arbitral awards and decisions

Interview with Valerio Letizia

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FOREWORD

Paris Baby Arbitration ("PBA") is a Paris-based association of students and young practitioners in international arbitration. Our aim is to promote accessibility and knowledge of this field of law and industry among students and young graduates.

Every month, our team publishes a bulletin 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, PBA 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 Bulletin and to subscribe for monthly updates, kindly visit our website: pbarbitration.fr.

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

FRENCH COURTS

COUR DE CASSATION

1st Civil Chamber, 21 January 2026, nº 24-16.719, *Telecom Italia*

In a dismissal decision dated 21 January 2026, the First Civil Chamber of the *Cour de Cassation* (hereinafter the "Court") addressed the concept of arbitrator independence, a principle inherent in the judicial function which no longer confines itself to examining direct ties with the parties, but now encompasses the structural economic interests of the arbitrator's law firm, including in relation to third parties having a concrete interest in the outcome of the dispute.

The dispute originated in disagreements arising within a consortium of international investors, specifically formed to structure and promote large-scale investments in the Brazilian telecommunications market. This consortium brought together, on the one hand, the Opportunity group — composed of multiple entities incorporated in the Cayman Islands, Brazil, and Delaware — and, on the other hand, the Italian-law company Telecom Italia SpA and the Luxembourg-law company Telecom Italia Finance (hereinafter "the Telecom Italia companies").

Following an initial period of disputes concerning their investments, the parties nevertheless sought to stabilize their relationship on a lasting basis by entering, on 28 April 2005, into a series of settlement agreements, the cornerstone of which was the "Opportunity Settlement Agreement" (hereinafter the "OSA"). However, failed, as relations between the partners significantly deteriorated once again after this contractual attempt at pacification. The dispute subsequently crystallized around strategic issues relating to the consortium's overall strategic direction and global governance, as well as the allocation of the financial results arising by the parties' joint activities.

The breakdown of this partnership and the ongoing disagreements over the implementation of the 2005 settlement agreement led the Opportunity group to activate the arbitration clause contained in Article 9.11 of the OSA and, on 23 May 2012, to initiate an arbitration proceeding before the International Chamber of Commerce (hereinafter the "ICC") with a financial stake amounting to USD 15 billion. The final award was rendered on 1 September 2016, dismissing all of Opportunity group's claims.

On 5 December 2016, the Opportunity group filed a first motion for annulment of this award before the Paris Court of Appeal (RG 21/08610). Simultaneously, on 22 October 2017, the group initiated revision proceedings before the ICC International Court of Arbitration, resulting in an order, on 5 March 2018, to recuse the president of the arbitral tribunal on the grounds of her ties to Vivendi, a third party with an interest in the dispute.

Consequently, a new arbitral tribunal was constituted and, on 24 August 2020, rendered an award dismissing the application for revision on the merits. This dismissal was, in turn, the subject of a second annulment motion filed by Opportunity on 3 December 2020 (RG 20/17575).

In a decision rendered on 2 May 2024, the Paris Court of Appeal annulled the final award of 1 September 2016, holding that the president's failure to disclose her links with Vivendi constituted an irregularity in the constitution of the tribunal according to Article 1520 of the Code of Civil Procedure. The Telecom Italia companies then appealed this annulment to the *Cour de cassation*.

The Telecom Italia companies, as appellants, sought the quashing of the appellate decision that had annulled the 2016 award, contending that the independence of the arbitral tribunal's president had never been compromised. They argued that the claim regarding the irregular constitution of the

tribunal was groundless, as the president personally had no knowledge of the business links between her law firm and Vivendi during the course of the arbitration. According to the appellants' reasoning, an arbitrator's independence must be assessed in a concrete manner: in the absence of the arbitrator's personal involvement in the firm's files concerning the third party, her "*freedom of judgment*" and "*subjective independence*" remained intact. Furthermore, they contested Vivendi's classification as an "*interested third party*" in the dispute, asserting that, at the time of the proceedings, Vivendi exercised no legal or factual control over Telecom Italia and even maintained hostile relations with it. Finally, Telecom Italia argued that the financial links between the law firm and Vivendi were negligible compared to the firm's overall turnover, representing only 0.0092% of it, which could not characterize a "*sufficiently close and intense*" link capable of giving rise to reasonable doubt.

The Opportunity group entities, as respondents, sought the dismissal of the appeal and the maintenance of the award's annulment. They argued that the tribunal's constitution was tainted by an objective conflict of interest arising from the close and continuous business links between the president's law firm and Vivendi, a company they described as an "*interested third party*" due to its massive shareholding (approximately 24%) and its growing involvement in Telecom Italia's governance during the arbitral proceedings. Opportunity argued that, in her capacity as a partner of the firm, the presiding arbitrator was presumed to be interested in her firm's profits and in retaining strategic clients like Vivendi, rendering her personal ignorance of the facts irrelevant. They emphasized that the financial stakes of the arbitration, amounting to $15 billion, made the outcome of the dispute vital for Vivendi, and that the persistence of these undisclosed links created a reasonable and legitimate doubt in the minds of the parties regarding the president's independence and impartiality.

The *Cour de cassation* was thus called upon to determine whether the existence of recurrent and significant economic relationships between a third party interested in the outcome of the dispute and the law firm to which an arbitrator belongs constitutes an objective conflict of interest likely to provoke a reasonable doubt, in the minds of the parties, as to the arbitrator's independence, notwithstanding the arbitrator's personal ignorance of such ties.

The *Cour de cassation* dismissed the appeal and upheld the Court of Appeal's judgment of 2 May 2024 on the following grounds:

- Independence and impartiality are "*of the very essence of the arbitral function*": The Court specified that independence must be assessed according to an objective approach requiring the identification of specific, verifiable facts external to the arbitrator, including indirect economic links, likely to give rise to a reasonable doubt in the minds of the parties.
- Vivendi qualifies as an "*interested third party*" in the arbitral proceedings: This qualification was based on its substantial shareholding in Telecom Italia and its direct involvement in corporate governance (appointment of members to the board of directors), assessed at the time of the arbitration proceedings, the financial stakes of which amounted to several billion dollars.
- A structural conflict of interest was established: The law firm of which the presiding arbitrator was a partner maintained recurrent and significant advisory relationships with Vivendi and its subsidiaries, both before and during the arbitration. The Court emphasised that, as a partner, the presiding arbitrator is presumed to have an interest in the firm's profits and in the retention of major clients.
- The existence of a reasonable doubt: The Court held that the Court of Appeal had legally justified its decision by finding that the structural reality of the law firm created a situation likely to give rise, in the minds of the parties, to a reasonable doubt as to the arbitrator's independence, regardless of her personal integrity or alleged ignorance of her firm's business relationships.

This decision reinforces a stringent line of case

law in international arbitration, aligning the position of the *Cour de cassation* with landmark decisions such as *Port Autonome de Douala* of 19 June 2024, ultimately establishing a demanding standard based on the perception of the parties and the structural reality of international law firms. The Court thus establishes the principle of a presumption that a partner has an interest in the profits of his or her firm and in the retention of its strategic clients, even indirect ones.

Contribution by Rheda El Hamzaoui

FRENCH COURTS

COURTS OF APPEAL

Paris, 15 January 2026, nº 24/06372, *Üstay*

On 15 January 2026, the Pre-Trial Judge (hereinafter the "Judge") of the Paris Court of Appeal (Division 5 – Chamber 16) stayed the proceedings in the action to set aside brought by the State of Libya (hereinafter "Libya") against the final arbitral award (hereinafter the "Final Award") rendered on 16 February 2024 by the International Court of Arbitration of the International Chamber of Commerce. In the context of those proceedings, the Judge was also seized of a counterclaim for the recognition and enforcement of the Final Award filed by the Turkish company Üstay Yapı Taahhüt ve Ticaret Anonim Şirketi (hereinafter "Üstay").

The dispute arose out of three construction projects commissioned by Libya from Üstay: the "Tobruk Project", the "Marada Project", and the "Qaminis Project".

Regarding the Tobruk Project, the Court of First Instance of Darnah ordered Libya to pay various sums by a decision dated 31 January 2011, the existence of which was subsequently recognised following the first civil war by a decision dated 30 January 2013. Consequently, on 25 December 2013, the Libyan Ministry of Finance entered into a settlement agreement (hereinafter the "Settlement Agreement") with Üstay, which agreed to pay 85% of the amount in question. However, by a decision dated 25 October 2018, the Court of First Instance of Tripoli, seized by Libya, declared null and void the Settlement Agreement; that decision was upheld on appeal in 2022.

Concerning the Marada and Qaminis Projects, the works were suspended in February 2011 due to the civil war. Attempts to resume performance proved unsuccessful.

Accordingly, on 16 March 2017, Üstay initiated arbitration proceedings under the ICC Rules seeking compensation in relation to the three construction projects, on the basis of the 2009 bilateral investment treaty between the Republic of Turkey and the State of Libya (hereinafter the "Treaty"). On 30 November 2020, the arbitral tribunal rendered a partial award (hereinafter the "Partial Award"), declaring that it had jurisdiction under the Treaty. On 30 January 2024, the Paris Court of Appeal dismissed the action to set aside brought by Libya against the Partial Award. However, on 17 December 2025, the *Cour de cassation* quashed that decision and remitted the case to the Paris Court of Appeal, differently constituted.

The Final Award, rendered on 16 February 2024, ordered Libya to pay damages resulting from the Tobruk Project, on the ground that it breached its contractual obligations under the Settlement Agreement, as well as damages resulting from the Marada Project, while dismissing the claims relating to the Qaminis Project.

In the context of the action to set aside the Final Award, the Judge was seized of two counterclaims. Libya sought a stay of proceedings pending a final decision in the action to set aside the Partial Award, whereas Üstay applied for recognition and enforcement of the Final Award.

In support of its application for a stay, Libya argued that such a request constitutes a mandatory preliminary procedural objection, which needs to be raised *in limine litis*, before any defence on the merits, and that it precludes any procedural step until the occurrence of the determining event. It therefore contended that the Judge was required to address the application for a stay prior to the application for exequatur. On the merits, Libya submitted that the principle of proper administration of justice required that the stay should be granted in order to avoid any inconsistency with a decision pending before

another court. In particular, it argued that the annulment of the Partial Award would necessarily entail the annulment of the Final Award. Üstay opposed the request and maintained that the Judge was not obliged to address the stay application before any other substantive request, further denouncing Libya's dilatory conduct aimed at delaying enforcement of the Final Award.

As regards the application for exequatur, Üstay contended that all the conditions for recognition and enforcement were satisfied and added that the award had been rendered in compliance with international public policy. For its part, Libya alleged a breach of international public policy on the ground that the arbitral tribunal had refused to admit evidence submitted after the hearing, and challenged the legality of the contract awarding the Marada Project to Üstay. Lastly, it argued that the Final Award was irreconcilable with the Libyan judgment of 25 October 2018, the former compelling performance of an agreement declared null and void by the latter.

In the event that exequatur were to be granted, Libya sought a stay of enforcement of the Final Award in its entirety or, at least, concerning the Tobruk Project. It argued that restitution of the sums paid might prove difficult in light of international sanctions imposed against Libya. In response, Üstay raised the Judge's lack of jurisdiction to entertain such a request and emphasised the absence of any serious prejudice to Libya's rights.

The Judge was thus called upon to determine whether he was required to rule on an application for a stay before addressing any other request, and whether such a stay should be granted in the context of an action to set aside a final award where there exists a risk that the partial award may be annulled. He was also required to assess the conditions under which an alleged breach of international public policy may be examined in the context of an application for exequatur, as well as whether enforcement of an arbitral award should be stayed on account of international sanctions.

Concerning the first issue, the Judge recalled that an application for a stay must be raised in limine litis, before any defence on the merits, as it constitutes a procedural objection. However, he held that he was not required to rule on it prior to the other applications and therefore decided to examine first the application for exequatur.

In that respect, the Judge first found that the formal requirements for exequatur were satisfied. He further recalled that only a manifest breach of international public policy, apparent from the arbitral award itself, may justify refusal of recognition and enforcement. He thus applied a strict standard of review, distinct from the one applicable to an action to set aside under Article 1520(5) of the French Code of Civil Procedure, which entails a substantive review. Since Libya merely reiterated the arguments advanced in its action to set aside, without establishing that recognition or enforcement of the Final Award would be manifestly contrary to international public policy, it could not validly oppose the grant of exequatur.

Having granted exequatur, the Judge examined and dismissed the applications for a stay of enforcement of the Final Award brought under Article 1526 of the French Code of Civil Procedure. He reaffirmed, first, his jurisdiction over the matter pursuant to that provision and, second, that serious harm resulting from enforcement of the award must be assessed strictly and *in concreto*. In the present case, Libya merely relied on the international sanctions imposed against it, without addressing the practical effects of their implementation. It failed to demonstrate any serious harm to its rights, thereby justifying dismissal of the applications for a stay of enforcement of the Final Award.

Finally, the Judge turned to the application for a stay of proceedings. He began by referring to the judgment of the *Cour de cassation* of 17 December 2025 concerning the action to set aside the Partial Award, thereby establishing the undeniable link between the fate of that award and the Final Award. In the interests of the proper administration

of justice, he granted the stay pending the decision of the Court of Appeal, which will have to rule anew on the action to set aside the Partial Award.

Through his decision, the Judge affirmed his intention to examine all the applications brought before him, without addressing the stay application prior to the application for exequatur of the Final Award. However, the decision of the *Cour de cassation* of 17 December 2025, relating to the action to set aside the Partial Award, calls into question the very nature of the Settlement Agreement. As a result, the Tobruk Project may fall outside the material scope of the Treaty, thereby depriving the Final Award of its legal basis. Such an outcome would jeopardise the future of the Partial Award and, by extension, the Final Award. In any event, the ultimate outcome of this arbitral saga remains uncertain.

Contribution by Mathieu Morel

On 15 January 2026, the Paris Court of Appeal annulled a partial award on jurisdiction rendered on 16 August 2022 under the auspices of the Permanent Court of Arbitration ("PCA") in case No. 2019-34. The Court held that the arbitral tribunal had been irregularly constituted, both on account of the failure to respect the parties' agreed procedure for appointing the president of the tribunal, and on the basis of a lack of independence and impartiality of the president of the tribunal.

Mr Akhmetov, a Ukrainian businessman, and Investio LLC (hereinafter the "Respondents"), owned real estate assets located on the southern coast of Crimea (the "Properties"). Following the incorporation of Crimea into the Russian Federation (the "Claimant"), administrative and judicial proceedings were initiated, at the end of which the Properties were transferred to the Russian State.

Considering that they had been unlawfully expropriated, the Claimants initiated arbitration proceedings on 25 February 2019 on the basis of the bilateral investment treaty concluded on 27 November 1998 between the Russian Federation and Ukraine (hereinafter the "BIT"). The arbitration was conducted under the UNCITRAL Arbitration Rules, as provided for in Article 9 of the BIT.

The Respondents, who were the Claimants in the arbitration, appointed Professor Bucher as arbitrator, while Russia failed to appoint one within the prescribed time limits. Consequently, an appointing authority was designated by the PCA Secretary-General. Based on the Respondents' proposal, this authority appointed Professor TGAF as co arbitrator. The two co-arbitrators proposed a list of five candidates for the position of president of the tribunal, with a procedure whereby each party could strike one name and rank the rest. On 22 July 2019, the Parties jointly requested that any unavailable candidate be replaced so as to maintain a list of five. However, the co-arbitrators declined this request and invited the parties to proceed with the original list. The Respondents complied and purported to withdraw from the agreement, claiming it was void. On 29 July 2019, the co-arbitrators designated the president of the tribunal.

In the award on jurisdiction of 16 August 2022, the tribunal rejected all of the Russian Federation's jurisdictional and admissibility objections and declared itself competent.

Russia filed an annulment application before the Paris Court of Appeal on 14 November 2022, invoking Article 1520,2° of the French Code of Civil Procedure on two grounds: (i) the irregularity of the appointment procedure of the president of the tribunal; and (ii) the lack of independence and impartiality of two of the three arbitrators.

Regarding the first ground, the Claimant referred to an agreement, set out in correspondence between itself and the Respondents, under which the parties allegedly committed to follow a specific procedure for appointing the presiding arbitrator.

As for the second ground, Russia relied on six different circumstances, in particular, on the fact that the law firm in which the president of the tribunal was a partner had issued a public statement in March 2022 condemning Russia's invasion of Ukraine and announcing that it would no longer accept any work for the Russian government, State-owned entities, or sanctioned individuals. Russia also pointed to several social media interactions by the president and one co-arbitrator which, according to Russia, demonstrated anti-Russian biases. This includes a comment thanking the author of an article reproducing a statement by the European Commission and stating: "*Russia's military aggression against Ukraine raises questions about the situation of refugee children*". He was also criticized for having taught at a university that had suspended its cooperation with Russian institutions.

The Respondents argued that the appointment procedure had been respected, that the alleged

circumstances were either inadmissible for having been raised out of time under Article 11 of the UNCITRAL Rules - which imposes a 15-day limit following the appointment of the arbitrator - or insufficiently serious to raise a reasonable doubt as to the arbitrators' independence and impartiality. They further contended that the PCA appointing authority's subsequent challenge decision was irrelevant to the annulment court's assessment.

The legal questions before the Court were therefore: (i) whether the parties' written agreement on the appointment procedure for the president of the tribunal could be unilaterally revoked; (ii) whether the various circumstances relied upon by Russia were admissible under Article 1466 of the French Code of Civil Procedure, despite having been raised after the award was rendered; and (iii) whether those circumstances, in particular the law firm's public statement, were sufficient to raise a reasonable doubt as to the president's independence and impartiality within the meaning of Article 1520(2).

On the first ground, the Court held that the parties had entered into a written agreement within the meaning of Article 1(1) of the UNCITRAL Arbitration Rules, adapting the appointment procedure set out in Article 7(1). The agreement of 22 July 2019 reflected their common intention to maintain a list of five available candidates. The Court found that nothing in that agreement permitted its unilateral revocation, and that the Claimants could not, on a mere invitation from the co-arbitrators, withdraw their consent and declare the agreement "*void*". Accordingly, the appointment of the president of the tribunal was irregular.

On the second ground, the Court declared all six circumstances admissible. It noted that most of the facts relied upon were posterior to the award and that Russia could not be expected to have discovered them earlier, there being no obligation of curiosity requiring a party to systematically monitor arbitrators' online activities at this state of the procedure.

On the merits, the Court dismissed the challenges directed against the co-arbitrator nominated by the Respondents. In particular, it held that a comment on a legal blog which merely thanked an author and asked a factual question was purely academic; that the university's decision to suspend cooperation with Russian institutions was not attributable to an emeritus professor; and that the co-arbitrator's intemperate email written in "*excessive terms*" during the challenge proceedings, although justifying his subsequent removal, did not retrospectively affect his state of mind at the time of the award.

However, the Court upheld Russia's challenge regarding the president of the tribunal. The decisive element was the law firm's March 2022 statement, which unambiguously condemned the Russian Federation in relation to the very territorial conflict at the heart of the dispute, and which was issued before the award was rendered. The Court held that, as a partner in the firm, the president was bound by this position, irrespective of his personal involvement in its drafting. The Court further noted that the president's subsequent social media activity – in particular, his "*likes*" of posts critical of Russia by a fellow partner and of a Ukrainian diplomat's speech – reinforced the reasonable doubt as to his impartiality.

Consequently, the Court annulled the award on both grounds. Importantly, the Court declined to examine the remaining annulment ground relating to jurisdiction, to preserve the principle of *Kompetenz-Kompetenz* and allow a newly constituted tribunal to rule on its own jurisdiction. The Claimants were ordered to pay EUR 150,000 in costs to the Russian Federation under Article 700 of the French Code of Civil Procedure.

Contribution by Line Taha

England & Wales Court of Appeal, *Tyson International Insurance Company Ltd v GIC Re, India, Corporate Member Ltd* [2026] EWCA 40

On 5 February 2026, the English Court of Appeal upheld a judgement of the Commercial Court dated 21 January 2025 granting a permanent anti-suit injunction restraining the initiation of arbitration proceedings seated in New York.

Tyson International Insurance Company Ltd provided an insurance policy to its affiliate, Tyson Foods, Inc (hereinafter the "Affiliate"), covering all risks of direct physical loss or damage to property located in the United States from 1 July 2021 to 1 July 2022.

On 30 June 2021, Tyson International Insurance Company Ltd (hereinafter the "Reinsured") entered into two reinsurance agreements (hereinafter the "MRCs") with GIC Re, India, Corporate Member Ltd (hereinafter the "Reinsurer", together as the "Parties"). The MRCs provided for reinsurance of the same risks and contained an exclusive English jurisdiction clause.

Nine days later, on 9 July 2021, the Parties concluded additional facultative reinsurance agreements (hereinafter the "Certificates") covering the same subject matter. In contrast to the MRCs, the Certificates contained a dispute resolution clause providing for arbitration seated in New York. The Certificates also included an ambiguous clause suggesting that the MRCs would prevail over the Certificates should confusion arise regarding their contents (hereinafter the "Confusion Clause").

On 30 July 2021, a fire occurred at a facility owned by the Affiliate. Consequently, the Reinsured notified the loss to the Reinsurer. By letter dated 3 November 2022, the Reinsurer rescinded the reinsurance agreements, alleging misrepresentation due to the purported understatement of the value of the burnt facility.

On 23 October 2023, the Reinsured (hereinafter the "Claimant") applied for an interim anti-suit injunction. This application was granted, holding that the Confusion Clause seemed to establish a "contractual hierarchy provision" in favour of the MRCs' exclusive jurisdiction clause, since the two dispute resolution provisions could hardly be reconciled.

The Reinsured (hereinafter the "Respondent") applied to set aside the interim anti-suit injunction, while the Claimant applied to make it permanent. In a reserved judgement dated 7 February 2024, the Commercial Court concluded that the anti-suit injunction should remain in place until the jurisdiction of the English Court was challenged.

On 18 July 2024, the Respondent challenged the jurisdiction of the English Court and applied for a stay of proceedings under Section 9 of the Arbitration Act 1996. The Commercial Court handed down a judgement on 21 January 2025, denying the Respondent's application and issuing a permanent anti-suit injunction.

The Commercial Court held that the two sets of irreconcilable dispute resolution provisions were to be resolved in favour of the exclusive English jurisdiction clause, given that the Confusion Clause attributed precedence to the MRCs' terms in the event of inconsistency.

The Respondent (hereinafter the "Appellant") appealed this decision on two grounds: (i) that the judge erred in his understanding of the Confusion Clause, which was not intended to apply to clear provisions such as the arbitration agreement, and (ii) in failing to conclude that priority should be given to the later arbitration agreement over the ancillary exclusive jurisdiction clause.

This case addresses the role of the court in interpreting contractual ambiguity in layered contractual agreements. Specifically, the

Court of Appeal was asked to clarify the scope of a provision establishing hierarchy "*in case of confusion*". Furthermore, it considered whether competing exclusive jurisdiction and arbitration clauses, contained in different layers of the same contractual framework, could be reconciled.

The English Court of Appeal dismissed the appeal and confirmed that it had jurisdiction over the dispute, ultimately finding that the exclusive jurisdiction clause prevailed over the arbitration provision.

First, the judges rejected the Appellant's thesis that the disputed clause applied only in the case of confusion arising from the terms of the Certificates rather than in the event of inconsistency between the two layers of the contractual framework. Indeed, inferring a contractual hierarchy from this provision was "*not only the more natural reading of the language of the Confusion Clause but also ma[de] more commercial sense*".

Second, the court refused the Appellant's submission that both clauses could be read together, with the exclusive English jurisdiction clause functioning as a supervisory jurisdiction over the arbitration provision, thereby making both clauses compatible. While acknowledging that such an approach might be appropriate in other circumstances, the judges concluded that attempting to reconcile them "*without essentially inverting the bargain the parties have struck*" was simply not possible in the present case.

This decision provides important guidance on the judicial interpretation of parties' intentions in the presence of conflicting dispute resolution provisions. The Court of Appeal reaffirmed the courts' duty to duly respect the parties' bargain as expressed in the terms of the contract, emphasizing that parties must carefully consider the risk of unintended jurisdictional consequences when entering into layered contractual documentation.

Contribution by Victor Dubreuille

England & Wales High Court, *Amazon v InterDigital VC Holdings Inc. and others* [2025] EWHC 3334 (Pat)

By a judgment delivered in December 2025, the High Court of Justice of England and Wales (Patents Court) ruled on its jurisdiction in a dispute between Amazon and InterDigital concerning the determination of global reasonable and non-discriminatory (RAND) licence terms for standard-essential patents (SEPs). The Court was required to decide whether the RAND and related competition law claims had been validly served within or out of the jurisdiction, and whether the proceedings should be stayed in favour of Switzerland, Delaware, or international arbitration. It upheld jurisdiction and refused to decline it on forum non conveniens grounds.

Amazon, an implementer of the H.264/AVC and H.265/HEVC video coding standards, sought declarations in respect of four UK SEPs owned by InterDigital, together with a determination of RAND licence terms. In addition to declaratory relief as to validity, essentiality, and infringement, Amazon sought an order requiring InterDigital to offer a global licence on RAND terms. It further advanced competition law claims, alleging that any refusal to grant such a licence could amount to an abuse of dominance.

The dispute arose out of declarations made by InterDigital to the International Telecommunication Union Telecommunication Standardization Sector (ITU-T), which, under Swiss law, give rise to contractual obligations for the benefit of third parties (RAND Commitment). Amazon contended that this commitment entailed an obligation to grant a licence on RAND terms. InterDigital, by contrast, argued that it imposed only a duty to negotiate in good faith. This disagreement lay at the heart of the parties' broader contest over the availability and scope of global RAND relief.

The case involved challenges both to jurisdiction and forum. Amazon sought to rely on CPR 63.14 to serve the RAND and competition claims within the jurisdiction on the basis that they related to registered rights, namely the UK designations of European patents. InterDigital disputed this characterisation, contending that the dispute was essentially contractual and, therefore, did not concern a registered right within the meaning of the rule. In parallel, Amazon applied for permission to serve out under CPR 6.36-6.37, relying in particular on Gateway 11 (claims relating wholly or principally to property within the jurisdiction). InterDigital argued that the RAND and competition claims could not satisfy any jurisdictional gateway.

In addition, InterDigital sought a stay on forum non conveniens grounds. It proposed international arbitration as a neutral and flexible alternative, and identified Switzerland and Delaware as more appropriate fora. Switzerland was said to be appropriate because the RAND Commitment was governed by Swiss law and the ITU-T is domiciled there. Delaware was relied upon in light of the parties' corporate connections. InterDigital also gave undertakings, including temporarily refraining from enforcing certain UK patents and agreeing to submit to Swiss or Delaware jurisdiction, in an effort to weaken the territorial connection to England and render those fora available.

The Court was therefore required to determine (i) whether the RAND and competition claims were properly served within or out of the jurisdiction, and (ii) if so, whether the proceedings should nonetheless be stayed in favour of another forum. The resolution of those issues turned on the proper characterisation of the dispute and the extent to which a claim for global FRAND relief remains anchored in the enforcement of territorial patent rights.

The Court approached the matter in stages. It first addressed whether jurisdiction had been properly invoked through valid service within or out of the jurisdiction. That inquiry turned on the proper characterisation of the RAND and competition claims. Having concluded that jurisdiction was established, the Court then considered whether the

proceedings should nevertheless be stayed on *forum non conveniens* grounds, including whether arbitration, Switzerland or Delaware constituted more appropriate fora.

Service and *forum non conveniens* operate at distinct levels. Service within the jurisdiction under CPR 63.14 and service out under CPR 6.36-6.37 determine whether the English court may assume jurisdiction at all. Central to both routes to jurisdiction was the characterisation of the dispute. If the RAND claims related to registered rights, the jurisdictional requirements were met. It was then for InterDigital to displace jurisdiction by showing that the claims were properly characterised as purely contractual and did not concern property within the jurisdiction. Once jurisdiction was established, the burden reverted to InterDigital to demonstrate that another forum was clearly more appropriate.

In approaching the characterisation of the dispute, the Court followed the framework endorsed by the Supreme Court in *Unwired Planet v Huawei* and applied in *Conversant v Huawei*, which establish that FRAND disputes, although global in economic scope, remain legally anchored to the enforcement of national patent rights. In the FRAND context, three propositions guide characterisation. First, patents are territorial property rights, and there is no global portfolio right. Second, FRAND obligations, though contractual in origin, operate as limitations upon the exercise and enforcement of those territorial rights. Third, the Court distinguished between the subject matter of the claim and the scope of the licence sought as relief. Even if a FRAND-compliant licence ultimately extends globally, the legal foundation of the dispute remains the existence and enforceability of specific national patents.

Therefore, InterDigital's characterisation of the RAND claim as "*nakedly contractual*" was rejected. The Court declined to treat Amazon's claim as a freestanding Swiss-law contractual action for a global portfolio licence. The dispute derived its legal significance from the existence of UK SEPs and the Court's power to grant injunctive relief. The global FRAND determination was treated as a remedial consequence of the enforcement of territorial patents, rather than as the subject matter of an autonomous contractual claim. Accordingly, the RAND and associated competition claims were properly characterised as relating to registered rights within the jurisdiction.

Once being characterised, the claims were capable of "*relating to*" registered rights under CPR 63.14. InterDigital therefore failed to discharge its burden of showing that service within the jurisdiction was invalid. The same characterisation supported the grant of permission to serve out under Gateway 11, given that the subject matter of the claims related principally to property within the jurisdiction. The global scope of the licence did not alter this territorial connection, and the challenge to serve in or out accordingly did not succeed. In reaching this conclusion, the Court took into account InterDigital's undertaking not to enforce its UK SEPs temporarily and determined that it does not provide the certainty or coverage of a licence and, hence, does not change the nature of the dispute.

Although service of jurisdiction has not been contested, a defendant may nonetheless propose a more appropriate forum. The Court referred to *Conversant* to explain that the doctrine of *forum non conveniens* requires the English court to consider whether the case can be tried "*for the interests of all the parties and for the ends of justice*". InterDigital argued that international arbitration constituted such a forum, given its neutrality, procedural flexibility, and ability to meet the needs of the specific dispute. It further contended that arbitration could help address the divergence among courts internationally regarding the correct approach to FRAND disputes.

The Court, however, rejected InterDigital's proposal for several reasons. First, arbitration is fundamentally consensual, yet InterDigital sought to impose a bespoke procedure on Amazon, which would prevent it from continuing proceedings in the UK and compel it to enter a contractual obligation to arbitrate without its consent. Second, establishing a forum of InterDigital's choosing was

inappropriate, particularly because the dispute had already been initiated in the UK. Third, a single arbitral award would neither promote international comity nor resolve divergences in legal approaches between jurisdictions. Fourth, although InterDigital emphasised that arbitration could cover its entire patent portfolio and offered a standstill to mitigate the risk of injunctions during the arbitration, these procedural advantages did not eliminate the inconvenience of having to litigate issues relating to individual patents, particularly the NEPs, or to address specific RAND-related points in national courts.

As an alternative, the Court considered whether the proceedings should be stayed on forum non conveniens grounds in favour of Switzerland or Delaware. It distinguished between the availability of an alternative forum and its appropriateness, observing that a forum may be rendered available by a defendant's agreement to submit to jurisdiction, as recognised in *Lubbe v Cape plc*. Although InterDigital had not pursued availability at the stage when permission to serve out was granted, the judge proceeded on the basis that both Switzerland and Delaware were available fora at the time of the stay application. The central issue was whether any alternative forum was clearly or distinctly more appropriate than England. Arnold LJ's observation in *Nokia v OPPO* was taken into account, that FRAND disputes may have "*no natural home*", which required InterDigital to demonstrate a stronger juridical connection elsewhere.

The Court examined the links to each forum. For Switzerland, reliance on the governing law of the RAND Commitment and the domicile of the ITU-T was of limited weight, since the issues primarily required the application of English law. Similarly, Delaware's connection as the place of incorporation of several parties was of limited significance. In both cases, the decisive factor remained the licensing and enforcement of UK SEPs, over which the English court had jurisdiction and injunctive power. That territorial nexus outweighed the connections to Switzerland and Delaware.

The *Amazon v InterDigital* saga confirms and develops the principles set out in *Unwired Planet v Huawei* and applied in *Conversant v Huawei*, demonstrating the critical importance of properly characterising a dispute in FRAND cases. This characterisation not only delineates the scope of alternative fora but also constrains the ability to resort to arbitration, particularly where consent is absent or procedural mechanisms are bespoke. The case highlights that, even in globally economic FRAND disputes, the territorial nature of patent rights anchors the jurisdiction. This serves as a key reference on the interaction between national patent enforcement, global licensing ambitions, and cross-border dispute resolution, providing guidance on drafting agreements and assessing forum appropriateness in complex FRAND disputes.

Contribution by Margarita Ilieva

England & Wales High Court, *India v CC Devas (Mauritius) Ltd & ORS* [2026] EWHC 156 (Comm)

On 30 January 2026, the High Court of Justice (Commercial Court) handed down a judgement considering certain issues concerning an application by the Republic of India for determination of a preliminary point of law under Section 45 of the Arbitration Act 1996. The High Court determined all four of the preliminary issues, described in the judgement as "*threshold issues*", brought by India against three Mauritian companies it is facing in a London-seated investment treaty arbitration (the "BIT-2 Arbitration"), with the representation of the Mauritian companies being at the heart of the claim.

On the facts, the BIT-2 Arbitration arose out of a long-running dispute between Devas India and Antrix, following earlier ICC and treaty arbitrations in which awards had been made against Antrix and India, and in the shadow of Indian court proceedings that resulted in Devas India being placed into liquidation on grounds of fraud. The claimants in the BIT-2 Arbitration were three Mauritian companies, shareholders of Devas India, which commenced proceedings against India under the India–Mauritius BIT, with the arbitration being seated in London and conducted under the 1976 UNCITRAL Rules.

At the outset of the arbitration, the Mauritian companies were represented by Gibson Dunn pursuant to powers of attorney granted by their directors shortly before the arbitration was commenced, and there was no dispute at that stage as to the validity of those appointments. As the arbitration progressed, India took steps in Mauritius, which resulted in India obtaining an anti-arbitration injunction and the Supreme Court of Mauritius placing each of the Mauritian companies into administration on an *ex parte* basis, appointing Mr Thacoor as administrator with powers to control the companies' affairs and represent them in legal proceedings.

Shortly after his appointment, Mr Thacoor asserted that he was the only person entitled to act on behalf of the Mauritian companies and he purported to terminate the mandate of Gibson Dunn, as well as seeking a stay of the arbitration. On the other side, Gibson Dunn, acting on the instructions of the companies' directors and shareholders, contested the recognition of the administrator's appointment for the purposes of the arbitration and contended that the appointment process was tainted by serious procedural and public policy concerns. This led to parallel and unresolved litigation in the Mauritian courts over the validity and consequences of the administration orders, during which various interim and appellate orders were made, but without a final and stable resolution of the representation issue.

Faced with these competing claims, the tribunal declined, for the purposes of the arbitration, to accept Mr Thacoor as the exclusive representative of the Mauritian companies and continued to consider Gibson Dunn as their counsel in Procedural Order 6 ("PO6"). The tribunal also made Procedural Order 7 ("PO7") refusing India's application for a stay of the arbitration and reiterating that by its decision in PO6, it had dismissed Mr Thacoor's request to be recognised as representative of Claimants in this arbitration. According to the tribunal, that dismissal meant that the Section 45 application was submitted by India as having been agreed to by Mr Thacoor as the administrator of the Mauritian companies, to satisfy the agreement requirements of Section 45, despite him being neither a party nor a representative of the Claimants in the arbitration.

The Section 45 question that India wished for the court to determine was framed as a point about party representation, namely determining whether the English-seated tribunal had to apply Mauritian law, and only Mauritian law, to determine who had authority to instruct lawyers in the Arbitration on behalf of the Mauritian companies. In other words, the court was asked to suggest the correct approach to identify the law governing the issue of whether Mr Thacoor had authority to act for the Mauritian companies in the Arbitration going forward. Before

answering this question, the Court first ordered the trial of four threshold questions related to the Application.

First, the Court addressed the question of whether India's Section 45 application had been made with the requisite "*agreement of all the other parties to the proceedings*" within the meaning of Section 45(2)(a), in circumstances where the same Mauritian companies appeared in two different procedural roles before the English court, namely as Defendants represented by solicitors instructed by the administrator, Mr Thacoor, and as Interveners represented by a different firm instructed by their directors and shareholders.

The Interveners argued that, because the arbitral tribunal had recognised them (through their directors' chosen counsel) as the representatives of the Mauritian companies for the purposes of the arbitration by PO6 and PO7, only they could give the necessary consent to a Section 45 application, and that any purported agreement given by Mr Thacoor was ineffective, since the tribunal had refused to recognise his authority to act in the arbitration.

India, by contrast, submitted that Section 45(2)(a) refers to the consent of the "parties to the proceedings" and not to the consent of the parties' representatives in the arbitration, and that it was therefore for the English court, not the arbitral tribunal, to determine whether Mr Thacoor had authority to agree to the Section 45 application on behalf of the Mauritian companies, which in turn depended on the effect of Mauritian law as the law of incorporation.

The Court rejected the contention that PO6 and PO7 meant that the consent of the Mauritian companies in their capacity as Interveners was required for the purposes of Section 45(2)(a), holding that the tribunal's procedural orders as to representation in the arbitration did not determine who, as a matter of law, was capable of agreeing to a court application under the 1996 Act. It also confirmed that the question whether the Mauritian companies had in fact agreed to the Section 45 application was one for the Court to determine for itself by reference to the scope of Mr Thacoor's authority under Mauritian law.

On Issues 2 and 3, the Court was asked, first, whether India's Section 45 application was an impermissible challenge to the tribunal's PO6, because the court is not empowered to intervene in, revisit or overturn procedural orders during the course of an arbitration. Secondly, whether Section 45 was confined to purely prospective questions of law such that it could not be used where the tribunal had already ruled on the point in issue.

On the one hand, the Mauritian companies (as Interveners) characterised the application as a "*disguised appeal*" against PO6, arguing that the tribunal had already determined, with binding effect for the purposes of the arbitration, the representation issue and that the court lacked jurisdiction under Section 45 to revisit or overturn that procedural determination mid-arbitration, particularly given the principle of minimal court intervention and the tribunal's procedural autonomy. They further submitted that Section 45 was directed only at prospective questions of law arising before the tribunal had ruled, and that once the tribunal had taken a decision on the point, the court could not be asked to reopen it under the guise of a preliminary question of law.

On the other hand, India argued that the question it raised was properly characterised as a question of law "*arising in the course of the proceedings*" within Section 45(1), because it had arisen during the arbitration and went to a matter that substantially affected the parties' rights, namely who was entitled to be heard by the tribunal as representing the Mauritian companies. It added that the application did not seek to overturn PO6 but to obtain an answer to the question asked, of which the tribunal will then be informed. In fact, India argued that "*PO6 will remain unaffected unless and until the tribunal reconsiders it, which it will be entitled to do because it is a procedural order, not an award*". The Applicant also submitted that there was nothing in the language of Section 45 that confined the court's jurisdiction to questions

on which the tribunal had not yet expressed a view, and that, while Section 45 might have little practical utility once a final award had been made on a point, there was no principled reason why it could not be engaged where the tribunal had made only a procedural order, particularly one which the tribunal itself contemplated might be revisited in light of future developments in the parallel proceedings regarding the Mauritian appointment orders.

In regard to Issues 2 and 3, the Court accepted India's characterisation, holding that the Section 45 application was not an impermissible challenge to PO6, since it did not seek to appeal or set aside the tribunal's procedural ruling but raised a question of law arising in the course of the arbitration which substantially affected the parties' rights. After answering the question of law, the court's role under Section 45 would be over and it would then be a matter for the tribunal to determine how to proceed in light of the answer. It added that even if it had been India's intention to use the Section 45 determination to invite the court to review the decisions made in PO6 and PO7, a Section 45 application could not have achieved that result because PO6 and PO7 would remain effective procedural orders unless and until the tribunal reconsiders them. The Court further rejected the argument that Section 45 was confined to prospective questions, concluding that nothing in the statutory language precluded the court from determining a question of law simply because the tribunal had already made a procedural ruling on the same subject-matter, particularly where the tribunal retained the ability to reconsider its procedural approach going forward.

On Issue 4, the Court considered whether India's Section 45 application was barred because the parties had not agreed to the application of English substantive law. Instead, they had designated international law as the law applicable to the substance of the dispute under Article 33 of the 1976 UNCITRAL Rules and Section 46 of the 1996 Act, with the tribunal enjoying a wide discretion as to conflict of laws rules.

The Interveners argued that Section 45 was confined to questions of English law and that, since the parties had agreed that the merits of the BIT-2 Arbitration were governed by international law, the Court lacked power to entertain a Section 45 application which would require the application of English law or English conflicts principles to determine the representation issue, a matter said to fall within the tribunal's procedural autonomy under the UNCITRAL Rules and the parties' agreement.

India's arguments were focused on the difference between the law governing the substance of the dispute and the law governing procedural questions arising in an English-seated arbitration, and the fact that whatever law the parties had chosen for the merits, questions of law arising in relation to the conduct of the arbitration itself, including questions concerning representation and the legal framework applicable to procedural matters, were governed by the law of the seat, namely English law. India further submitted that the tribunal's broad discretion over procedure did not displace the supervisory role of the courts of the seat, and that Section 45 was available in relation to procedural questions of English law arising in the course of the proceedings even where the substantive governing law was not English law.

The Court accepted India's analysis, holding that the parties' agreement on international law as the substantive governing law of the arbitration did not of itself oust the application of Section 45. It added that the question raised by India arose unusually in relation to a procedural issue rather than the merits, and in an English-seated UNCITRAL arbitration, questions of law arising out of procedural matters fell to be governed by the law of the seat. Absent any contrary agreement, English law was to be applied for these purposes, and the Section 45 application was not excluded.

By finding in favour of India for all four threshold questions, this decision is significant as it confirms the broad applicability of Section 45 of the Arbitration Act 1996 and provides guidance on its scope. It also reinforces the seat-based approach to

procedural law in UNCITRAL arbitrations.

Contribution by Clara El Semman

US Federal District Court for the District of Columbia, *Satoriagricultural Consultancy v T&R Productions LLC*, nº 25-1287 (BAH)

On 8 January 2026, the U.S. District Court for the District of Columbia granted recognition and enforcement of two arbitral awards ordering a US company to pay USD 13,984,502 to an entity owned by the Russian Federation and subject to sanctions imposed by the Office of Foreign Assets Control (hereinafter the "OFAC"). The District Court held that, because the rights arising from the arbitration had been assigned to the applicant for recognition and enforcement prior to the imposition of sanctions, recognition of the awards did not violate US international public policy within the meaning of the New York Convention. The judgment thus reaffirmed the requirement that the public policy ground for refusing recognition and enforcement be interpreted strictly.

In this case, TV-Novosti, an entity owned by the Russian Federation, terminated on 14 April 2022 the three contracts binding it to the US company T&R Productions LLC (hereinafter "T&R" or "the respondent"), for the production of content intended for RT America. Following that termination and T&R's failure to reimburse advances paid for services not performed, TV-Novosti initiated in December 2022 three arbitration proceedings before the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation (hereinafter the "ICAC").

In February 2024, by the rendering of three arbitral awards, the arbitral tribunal ruled in favour of TV-Novosti and ordered T&R to pay nearly USD 14 million, including the amounts to be reimbursed as well as the costs of arbitration. On 20 August 2024, less than one month before TV-Novosti was officially designated under OFAC sanctions for electoral interference, with all transactions with them prohibited, the company assigned the rights arising from the awards to Satoriagricultural Consultancy and Projects Management LLC (hereinafter "SCPM" or "the applicant"), a company established in the United Arab Emirates.

In its capacity as assignee, SCPM filed a petition before the United States District Court for the District of Columbia seeking recognition and enforcement of the awards pursuant to the New York Convention, as incorporated into U.S. law by the Federal Arbitration Act, 9 USC §201 *et seq*.

The petition was properly served on T&R on 12 May 2025. However, the respondent failed to appear or file any responsive pleading within the time prescribed by the Federal Rules of Civil Procedure. At the applicant's request, the Clerk entered a default. SCPM subsequently filed a motion for default judgment and sought recognition and enforcement of the three arbitral awards, an award of costs, and post-judgment interest pursuant to 28 USC §1961.

In light of the particular circumstances of the case, and in particular the assignment of the awards shortly before TV-Novosti's designation as a sanctioned entity, the Court, by order dated 10 September 2025, invited the applicant to demonstrate that enforcement of the awards would not be contrary to US public policy within the meaning of Article V(2)(b) of the New York Convention.

The Court also requested the position of the United States Government. After obtaining two extensions of time, the Government ultimately indicated that it took no position on the application of the public policy exception in this case.

The matter was then taken under advisement on the motion for default judgment. Despite the respondent's default, the Court had to determine whether the conditions for recognition set out in the New York Convention were satisfied and whether any of the exhaustively enumerated exceptions, including the one based on violation of the public policy of the forum, could bar enforcement of the awards.

By judgment dated 8 January 2026, the Court,

while noting that the assignment of the awards to SCPM had occurred only a few weeks before TV-Novosti's designation under US sanctions, granted the applicant's request and ordered recognition and enforcement of the arbitral awards.

The decision arose in a context marked by the growing entanglement of international tensions and cross-border business relations, a context in which the scope of the international public policy exception tends to expand, while, by a countervailing effect, the pro-enforcement bias of arbitration is correspondingly tested. The case thus raised the question of a possible circumvention of economic sanctions regimes, but also that of the delineation, strict or expansive, of the concept of public policy in recognition and enforcement proceedings.

First, with respect to the interpretation of Article V(2)(b) of the New York Convention, the Court adopted a decidedly restrictive approach to the international public policy exception. It recalled that the exception must be construed narrowly and cannot serve as a vehicle for introducing geopolitical considerations into the mechanism for recognition of awards. By distinguishing public policy, understood as the core of fundamental legal principles, from the political or strategic interests of the State, the Court refused to equate economic sanctions regimes with an automatic violation of international public policy. It required that recognition of the award offend the forum's most basic notions of justice, a threshold that remains particularly high.

Secondly, as regards the risk of circumvention of sanctions, the Court proceeded in two steps. It observed, first, that the assignment of the awards and the payment of the purchase price had taken place prior to TV-Novosti's designation as a sanctioned entity, the measures adopted producing essentially prospective effects. On the record before it, no established violation of sanctions law had therefore been demonstrated.

Most importantly, the Court drew a structural distinction between judicial recognition of an award and its material enforcement. Recognition does not in itself affect any transfer of funds to a sanctioned entity; it merely confers enforceability on an arbitral decision. If, at a later stage of compulsory enforcement, a transfer of funds were to contravene applicable sanctions, it would then be for the competent authorities, foremost among them OFAC, to neutralise its effects.

It is on this point that the decision gave rise to doctrinal debate. By dissociating the review of recognition from compliance with sanctions, the Court suggested that the existence of a sanctions regime does not, in itself, constitute an obstacle to recognition of an award, provided that administrative blocking mechanisms may intervene at the enforcement stage. One may therefore wonder what outcome would have followed had the petition been filed directly by the sanctioned entity, or had the assignment occurred after the entry into force of the restrictive measures. The reasoning did not expressly resolve that hypothesis, but it implied that the answer would not be automatic. International public policy, as interpreted here, does not merge with the State's sanctions policy; it remains conceptually distinct.

By maintaining a narrow reading of the international public policy exception, the Court preserved the pro-enforcement framework of the New York Convention, while deferring effective control of compliance with sanctions to the stage of concrete enforcement.

Contribution by Jeffnie Jean Louis

On 9 January 2026, the Singapore International Commercial Court (hereinafter the "SICC") dismissed Poland's application to set aside an Investor-State arbitration Award issued by an arbitral tribunal (hereafter the "Tribunal") constituted under the Energy Charter Treaty (hereinafter the "ECT"), an international treaty which entered into force in April 1998. The Singapore Court, rejecting all of the State's jurisdictional objections and other legal arguments, upheld the Award, in favour of the Investors.

Regarding the facts, two mining companies (hereinafter the "UK Investors"), incorporated in the United Kingdom (hereinafter the "UK"), owned shares in a company (hereinafter the "Project Company") incorporated in Poland (hereinafter the "State" or the "Claimant"), a Member of the European Union (hereinafter the "EU"). The remainder of the shares in the Project Company were owned by another Company, incorporated in State X (hereinafter the "State X Company"), a non-EU Member State, which itself owned one of the UK companies. The State X Company therefore had a 100% shareholding in the Project Company.

The UK Investors commenced ECT arbitration on 8 November 2020, under the aegis of the Permanent Court of Arbitration (hereinafter the "PCA"), with a seat in Singapore. The day before, State X company had initiated arbitration against the State on the basis of a bilateral investment treaty (hereinafter the "BIT") between Poland and State X. On 7 October 2024, the three-member Arbitral Tribunal found the State of Poland liable for breach of investor protection obligations under Articles 10 and 13 of the ECT, and awarded damages to the Investors. Raising five objections to the ECT Award, which will be examined successively, Poland sought annulment of the Award before the SICC. In response, the UK Investors put forward that all of these objections should be dismissed.

Firstly, the State objected to the Tribunal's jurisdiction by alleging that the dispute was Intra-EU in nature, as two EU Member States were involved: Poland on the one hand, and the UK on the other, which still formed part of the EU at the time the dispute arose. Consequently, according to the State, EU law was applicable, either by express or implied choice of law (as part of international law), and incompatible with Article 26 of the ECT. This Article provided investor-state arbitration as one of the dispute settlement mechanisms. In this regard, the State argued that Article 26 of the ECT was incompatible with the principle of autonomy of EU law. This principle, enshrined EU Treaties, sets the Court of Justice of the European Union (hereinafter the "CJEU") as "*the final arbiter in the interpretation and application of EU law*", in order to preserve the EU legal order. This legal order would be significantly undermined were disputes between EU Member States, that may give rise to an issue concerning the interpretation of EU law, resolved by arbitral tribunals, which are not subject to the preliminary ruling procedure provided for in EU law.

Regarding this first objection, the Tribunal found the intra-EU objection inapplicable. Considering the *Achmea* (2018) and *Komstroy* (2021) judgments rendered by the CJEU put forward by the State, the Tribunal held that the *Achmea* judgment only concerned intra-EU BITs, and did not extend to multilateral treaties such as the ECT, while the *Komstroy* judgment did not apply to the present dispute, as it was ruled after Brexit took effect. Agreeing with the Tribunal, the SICC rejected the State's objection. While bearing notice that the parties agreed on international law as the applicable law, the SICC emphasised that it did not result, as contented by the State, that EU law was applicable, as part of international law, to disputes between EU Member States. The primacy of EU law only applies within the EU legal system and not under general international law. Courts of non-EU States, such as Singapore, are not entrusted with the mission to protect the functioning of the EU legal order. In any event, applying the "Mavrommatis doctrine", derived from the *Mavrommatis* judgment of the Permanent Court of

International Justice, the Court ruled, that any jurisdictional defect of the Tribunal would have been cured by the time the ECT Award was rendered in 2024, when EU law ceased to be applicable in the UK.

Regarding the second objection, the State alleged that the Tribunal lacked jurisdiction, as there was no protected "*investment*" in the meaning of Article 1(6) of the ECT, and therefore the Defendants were not "*investors*" under the ECT. However, the Tribunal found that the UK Investors' direct and indirect shareholdings in the Project Company constituted investments under the ECT. Before the SICC, the State contended that in addition to satisfying the definition of an investment as established under Article 1 of the ECT, a protected investment also had to satisfy the Salini criteria, set down in the eponymous ICSID case: a contribution of money or assets; the assumption of risk; a certain duration; and a contribution to the host State's economic development. The UK Investors disagreed with this argument.

The SICC agreed with the Tribunal's findings that the UK Investors' shareholding in the Project Company were Investments protected under the ECT. In addition, it dismissed the State's argument that the Salini criteria also needed to be met. Indeed, the Court explained that the Salini test originated to interpret the term "*investment*", which was left undefined in the ICSID Convention, unlike in the ECT. Thus, there was no need to apply this test in the present circumstances. Regardless, the SICC agreed with the Tribunal that the Salini criteria were satisfied.

As to the third and last jurisdictional objection, the State contended that the "*fork in the road*" provision in Article 26(2) and (3) of the ECT withdrew its consent to the arbitration of disputes which had already been submitted for resolution "*in accordance with any applicable, previously agreed dispute settlement procedure*". According to the State, this was so in the present case, as, when the UK Investors commenced the ECT arbitration on 8 November 2020, the State X Company had already initiated a BIT arbitration a day prior.

The Arbitral Tribunal rejected this objection, although the Majority Arbitrators' and the Minority Arbitrator's reasoning differed to come to this conclusion. The Majority applied the Triple Identity Test (same parties; same cause of action; and same object). Agreeing with the Majority of Arbitrators, the SICC found that the causes of action were distinct. Indeed, the BIT arbitration concerned allegations of breach of obligations under the BIT, while the ECT arbitration concerned allegations of breach of obligations arising out of the ECT. The SICC underlined that the Fundamental Basis Test, applied by the Minority Arbitrator, resulted in the same outcome. In the absence of an identity of parties, the two disputes could not have had the same fundamental basis, i..e subject-matter. Whichever test was applied, the State's objection could therefore not succeed.

Regarding the fourth objection, the State's defence raised a novel argument, not presented before the Tribunal, as it is specific to annulment proceedings. It argued that the Award should be set aside by the SICC as being contrary to Singapore's public policy, pursuant to Article 34 of the Model Law, and so for two main reasons. According to the State, upholding the ECT Award would violate the autonomy of EU law, and impede the role of the CJEU as the interpreter of EU law. Furthermore, in the State's view, upholding the Award would lead it to have to breach EU law in order to comply with the award, and potentially face infringement proceedings from the European Commission.

As a preliminary remark, the Singapore International Commercial Court underlined that the public policy objection invoked by the State should be understood narrowly. Under the Model Law, public policy would only intervene if upholding the Award would "*shock the conscience*", "*violate the forum's most basic notion of morality and justice*", be "*clearly injurious to the public good*"; or be "*wholly offensive to the ordinary reasonable and fully informed member of the public*". Considering the State's contentions, the SICC pointed out that the mere fact that the ECT Award may violate EU law did not mean that upholding the Award would be contrary to the public policy in Singapore, a non-EU Member State. Moreover, according to the

SICC, none of the above-mentioned limited components of public policy would be violated as a result of upholding this Award. As regards to the State's second argument, the Court held that any contradictory obligations resting on the State were the result of it entering both the ECT and the EU treaties, and did not concern Singapore's public policy. The Court thus dismissed this objection.

Lastly, the State criticised the way the Tribunal handled part of the procedure, alleging that the Tribunal failed to consult the parties before determining the quantum of damages. This was said to be a breach of the rules of natural justice, and in particular the State's "*right to be heard or to present its case*", causing the State a prejudice.

The SICC rejected this line of argument. It found no violation of the State's right to be heard and present its case; in fact, it had the opportunity to do so. If, as the State contended, the wrong table was used by the Tribunal to calculate the damages, it would have been for the State to provide the Tribunal with the relevant updated document.

For these reasons, the Singapore International Commercial Court dismissed all the State's objections and upheld the Tribunal's Award.

Contribution by Marie Gauthier

The Swiss Federal Supreme Court had the opportunity to rule on the admissibility of an application for review of an international arbitral award rendered under the auspices of the Ad Hoc Chamber of the Court of Arbitration for Sport ("CAS") in a judgment dated 23 January 2026.

During the Summer Olympic Games held in Paris in 2024, a dispute arose that fell within its jurisdiction. The dispute concerned the women's individual artistic gymnastics floor exercise competition held on 5 August 2024 in Bercy. Nine athletes competed in this event, including Romanian gymnasts Ana Maria Bărbosu and Sabrina Maneca-Voinea. The athletes were evaluated on their performances and ranked according to their scores. The Romanian gymnasts both achieved an identical total score of 13.700 points, but Sabrina Maneca-Voinea was given a 0.1-point penalty for stepping outside the mat, which had a direct impact on the final ranking. It was the awarding of the bronze medal between these two competitors that was the subject of the dispute.

On 6 August 2024, the Romanian Gymnastics Federation filed two requests with the CAS Ad Hoc Chamber on behalf of the two Romanian gymnasts against Donatella Sacchi, Chair of the Superior Jury responsible for ruling on any complaints and determining the final scores awarded to the gymnasts. One of these requests concerned the penalty imposed by the jury on Sabrina Maneca-Voinea, which the athlete contested. In a ruling issued on 10 August 2024 (CAS OG 24-16), the CAS dismissed the request filed by Sabrina Maneca-Voinea, considering that the disputed penalty fell under the field of play doctrine and therefore could not be challenged. The Arbitral Tribunal also rejected her request on the grounds that the gymnast's coach could have challenged the penalty imposed on the basis of Articles 3.1 and 4.1 of the Code of Points, which he failed to do. The Arbitral Tribunal therefore considered that there were no grounds for making an exception to the application of the field of play doctrine and found that Donatella Sacchi had acted with integrity and in good faith at all times. Subsequently, on 14 November 2024, Sabrina Maneca-Voinea filed an application for review before the Swiss Federal Supreme Court on the basis of Article 190a(1)(a) LDIP relating to the discovery of new evidence, seeking to set aside the award in the CAS case OG 24-16 and for the case be referred back to the Ad Hoc Chamber of the CAS for a new ruling. The applicant claimed to have discovered new evidence, specifically an interview given by Donatella Sacchi to an Italian online media on 18 September 2024, which, in her view, demonstrated that it was impossible for the arbitrators to correctly assess the exact position of the foot based on the images available to them.

The Swiss Federal Supreme Court therefore had to determine, firstly, whether a decision relating to the application of the rules of the game, such as a penalty imposed for exceeding the competition area, could be the subject of a request for review of an international arbitral award. Secondly, it had to assess whether the cumulative conditions of Article 190a(1)(a) LDIP, relating to the discovery of new facts or evidence, were met in this case.

The Swiss Federal Supreme Court rejected the Romanian athlete's request for review, considering that the question of foot placement and therefore the controversial penalty fell under the doctrine of the field of play and was therefore beyond its control, rendering the request inadmissible. The Court then added that the request for review must, in any case, be rejected because it did not meet the conditions set out in Article 190a(1)(a) LDIP, namely that:

- the evidence must relate to prior facts (pseudo-nova);
- it must be conclusive, i.e. such as to bring about a change in the decision in favour of the applicant;
- it must have already existed when the decision was made (more precisely, until the last moment when it could still have been introduced into the main proceedings);

- it must have been discovered only after the fact;
- the applicant was unable to invoke it, despite having exercised due diligence, in the previous proceedings.

In this case, it considered that the request for review was based, in part, on evidence that was subsequent to the disputed award. Furthermore, the Court held that the applicant was already aware of the inefficiency of the cameras during the arbitration proceedings, so that the fifth condition set out in Article 190a(1)(a) LDIP was not met.

This decision therefore reaffirms the principle of limited review of international arbitral awards and is consistent with case law in the field of sports arbitration, particularly for decisions falling under the field of play doctrine. As the Federal Supreme Court pointed out, such decisions can only be challenged in exceptional circumstances, such as in cases of fraud, bias, manifest arbitrariness, corruption or bad faith.

Contribution by Awab Kassim

French Arbitration Law Reform…what's new?

During the Paris Arbitration week, in April 2025, the French Ministry of Justice announced its plan to reform current French Arbitration Law. The Working Group for the Reform of French Arbitration Law, presided by François Ancel and Thomas Clay, therefore published a report detailing their ambitious project which aims to create a French Code of Arbitration.

Fourteen years after the 2011 reform, this independent Code of Arbitration has been conceived in a specific international context. Many countries, including the United Kingdom, Germany, Switzerland or even China, have all demonstrated a willingness to modernise their own national arbitration laws in order to promote their respective countries as seats for arbitrations. Following suit, this French reform project aims to reinforce France's position as a strong place for arbitration and to "*reaffirm the supremacy of French Arbitration Law*". The purpose of establishing an autonomous French Code of Arbitration is therefore to modernise French arbitration law, as well as to make it more coherent, efficient, legible and accessible. Yet how does one achieve such formidable and strategic ambitions?

A French Code of Arbitration

As its key proposal, the report aims to create a French Code of Arbitration, formed of 146 articles and 40 proposals, all united by the want to reinforce the autonomy of French Arbitration Law which, as it stands, finds itself dispersed, for a large majority of its rules, within the French Code of Civil Procedure. By consolidating all the relevant provisions, the Working Group considers that the codification and integration of the rules into a single text would increase the clarity, understanding and attractiveness of French Arbitration Law.

The Consolidation of Arbitration Rules

Moreover, the Working Group proposes to go above and beyond in merging the different rules for international and domestic arbitration. Currently, the dualist regime distinguishes between the rules that apply to domestic arbitration and those applied to international arbitration. It functions based on a reference system which can often cause confusion or complexity in its application. This proposed consolidation of rules would, in the opinion of the Working Group, help conserve "*the flexibility and liberalism of international arbitration*" through the absorption of the rules applied to domestic arbitration by those applied to international arbitration. This proposal could thus act as a welcomed solution to the often-problematic condition of internationality, which would be redefined in the new Code.

The Codification of the General Principles of Arbitration

The report continues by proposing to establish its own general principles of arbitration law, including rules that are judged to define French Arbitration Law such as the autonomy of the arbitrage agreement, principles of celerity and loyalty, the importance given to the will of the parties and the priority given to the arbitrator to rule on matters of jurisdiction. In addition, to defend the values of French Arbitration Law, certain standards will be guaranteed said status, including the principles of good faith, the independence and impartiality of arbitrators, contradiction, proportionality and equality between the parties. However, it is the principle of confidentiality that has created significant debate amongst arbitration practitioners due to its integration and elevation as a general principle. Nevertheless, the Working Group has assured that the principle of publicity would not be jeopardised before the national judge and that specific provisions are proposed to ensure protection that is adapted to arbitral litigation.

The Extension of the Field of French Arbitration Law

Additionally, the Working Group proposes

multiple substantial changes to French Arbitration Law. They suggest broadening the scope of arbitration and to codify the law in areas of family law, labour law and consumer law. The reform aims to define and clarify the application of arbitral rules in these areas, whilst ensuring increased protection by including protective exceptions to the general rules.

Increased Powers for the French Support Judge

In order to achieve their objective of making French Arbitration Law more efficient, the Working Group proposes to reaffirm the power of the arbitral tribunal but also strengthen the powers of the support judge. The support judge's role is to support the parties when faced with procedural deadlocks by ensuring the proper conduct of the arbitration proceedings. To allow the support judge to do so, the reform is offering the support judge additional powers such as to enforce a decision taken by the arbitral tribunal, to take measures to prevent a denial of justice, an inequality between the parties or a party falling into bankruptcy, to rule on document production or even to form a new tribunal.

An Independent Procedure before the Court of Appeal

Since the 2011 reform, a set aside application has formed the principal judicial remedy through which a party could seek to challenge an arbitral award since an award is not susceptible to appeal unless otherwise agreed by the parties (Article 1489 of the French Code of Civil Procedure). To ensure the complete consolidation of French arbitration rules, the possibility of appeal shall be entirely removed unless an exception applies and specific rules for the review of proceedings before the Court of Appeal will be established in the French Code of Arbitration. These rules shall notably include the implementation of a mandatory procedural timetable, a prohibition to rule on the merits, the possibility to hear the arbitrator's opinion when their independence and impartiality is questioned, as well as the establishment of an efficient sanctions' regime for any breach of the mandatory procedural timetable. Furthermore, the French Code of Arbitration will lay out the rules to be applied before the International Commercial Chamber of the Paris Court of Appeal.

Collectively, the report on the Reform to French Arbitration Law sets out some remarkable proposals. Its publication represents both the completion of a diligent project and the beginning of a lengthy reform process. Subsequently, the reform will undergo a series of regulatory adjustments, followed by a cycle of consultations before culminating with the codification of French Arbitration Law though the creation of a genuine French Code of Arbitration.

Recently, the Ministry of Justice published, subject to consultation, on 12 December 2025, a draft decree reforming French Arbitration Law. This draft decree was open to public consultation until 20 January 2026, making it the first act of the reform since the publication of the report in spring 2025. Inspired by the Working Group's proposals, the decree amends the French Code of Civil Procedure with the same aims to clarify, enhance efficiency and modernise French Arbitration Law. Amid its own proposals, the decree recommends amending article 1442, 1443 and 1445 of the French Code of Civil Procedure to confirm that an arbitration agreement is not to be subject to any formal requirements. The decree also brings innovative changes to articles 1468 and 1484 of the French Code of Civil Procedure by according the support judge the power to grant enforceability for measures taken by the arbitral tribunal and by abandoning the automatic stay of set aside proceedings.

Once again, this draft decree simultaneously represents an important step of the reform process as well as evidence of strong progress, but will these developments suffice to adhere to their ambitious timetable and meet the deadline of creating a complete code before autumn of 2026?

Contribution by Saskia Dodds

INTERVIEW WITH VALERIO LETIZIA

1. To begin with, could you please outline your academic and professional background?

I am Italian, and I completed the traditional five-year Italian law degree in Rome, my hometown. During those five years, I spent one semester studying in the United States and another in the United Kingdom, experiences that I greatly enjoyed. I was particularly drawn to the way common law is taught, and I enjoyed studying and working in English.

Immediately after law school, I decided to pursue an LL.M. at the University of Oxford, where I specialised in international law. It was during that period that I decided I wanted to pursue a career in international arbitration. At the time, my objective was to practise international law as a lawyer, and arbitration appeared to be the most concrete way to do so.

Following the LL.M., I joined Freshfields, a firm with a renowned arbitration practice and offices in Rome. Returning to Italy was important to me because I wanted to qualify as a lawyer in my home jurisdiction. I therefore completed my training contract at Freshfields in the Rome office, qualified as an Italian lawyer, and became an associate in the Dispute Resolution team.

I spent four years in Rome working on a mix of arbitration, litigation, and general dispute resolution matters. After that period, I moved internally to the Paris office to join the International Arbitration team and fully specialise in international arbitration. I have now been in Paris for four years. Overall, I have spent eight years at Freshfields, equally split between the Rome and Paris offices.

2. Was there a particular course, professor, or experience during your studies that shaped your interest in arbitration?

I particularly enjoyed my international law classes

at Oxford, taught by outstanding professors such as Antonios Tzanakopoulos, Frank Berman, Dapo Akande and Miles Jackson. Those classes inspired me to pursue a career as a practising lawyer in the field. International arbitration was, and still is, the most realistic and effective way for me to combine those interests.

Over time I have also realised that what I truly enjoy about this job is the process itself: advocacy, teamwork, and strategic thinking. Ultimately, it is about being a disputes lawyer in a highly interesting and challenging international environment.

3. You pursued an international education, spanning both Italy and the United Kingdom, and dual qualification – what key factors convinced you it was the right investment for your career?

I decided to pursue an LL.M. immediately after law school. I think the key motivation was that Italian legal education is very academic, traditional, and relatively detached from legal practice and the market. I felt the need to specialise and to gain a clearer understanding of the professional opportunities available to me. Additionally, while I already had a sense that I wanted an international career, I also understood

that an additional qualification would significantly help me achieve that goal.

My dual qualification followed a natural progression. I first focused on qualifying as an Italian lawyer, which takes a considerable amount of time. Once I was fully established in Paris and specialising in international arbitration, I decided to qualify as an English solicitor, coming full circle after my studies in the UK. In the international arbitration field, dual qualification is highly valued, particularly where it combines civil and common law training, and an understanding of the two systems.

I prepared the exam while working full time, which is challenging but entirely feasible, especially if you are already qualified in one jurisdiction. I was also fortunate to receive strong support from the team. That said, it requires sustained motivation, as it is a long-term project spanning several months. My advice would be to study consistently every day over several months rather than relying on intensive revision shortly before the exam. Given the volume of material involved, particularly for the SQE, spacing the preparation over time makes it more manageable and effective.

4. At the time you chose to study abroad, were you already thinking in terms of international practice, or did that choice shape your career more than you initially expected?

Moving to Paris was a deliberate decision to pursue a full-time career in international arbitration. In Italy, the market is structured differently, and it is relatively rare to practise arbitration exclusively; most practitioners combine it with litigation.

My international trajectory developed gradually. Initially, I wanted to improve my language skills. I enjoyed the experience of studying in English, approaching the law in a different way, studying a legal system that is very different from the one I was used to. The environment was stimulating, so I decided to pursue another semester abroad and then an LL.M. After that, and through my exposure to international law, it became clear to me that this was the career path I wanted to pursue.

For someone who is ambitious but also pragmatic, coming from a jurisdiction that is not a traditional international arbitration hub presents challenges. Entering this field was no accident for me. It required motivation, long-term planning, and patience. When you come from a jurisdiction like Italy, you are not naturally exposed to international arbitration at university, and your profile does not automatically align with what the market typically looks for. As a result, you often need to work particularly hard to make yourself competitive.

5. As a junior practitioner, what aspects of practice did you find most challenging?

My experience was somewhat different from those who start directly in specialised arbitration practices. As I said, I began in a mixed disputes practice in a jurisdiction where everything is much smaller. As a trainee, I was exposed to a wide variety of matters and was given a significant amount of substantive work. At one point, I was the only trainee in the team, which meant that I had to take on many different tasks and a high level of responsibility at an early stage.

The main challenge came when I transitioned from Rome to Paris. In Paris, everyone was already highly specialised in arbitration, and I had to translate my own experience as a generalist disputes lawyer into that of a pure arbitration practitioner in one of the world’s major arbitration hubs.

There was a significant amount of learning on the job, and I benefited enormously from working alongside both the senior members of the team and my peers, people at my level of seniority. One of the benefits of working in a big team at a firm like Freshfields is being surrounded by exceptionally talented lawyers, which makes the learning process easier and incredibly rewarding, both professionally and personally.

6. At this stage in your career, what skills do you think have been the most critical to develop?

For me, it was essential to first become a good a good lawyer before becoming a good arbitration

lawyer. That meant focusing on core skills: legal research, analytical thinking, and drafting. They became the foundation for everything that followed.

I would recommend the same approach, particularly in systems where there is very early hyper-specialisation in arbitration, which can sometimes come at the expense of developing a solid grounding in substantive law. Arbitration experience is, of course, crucial, but maintaining a strong foundation in general lawyering skills is a valuable long-term asset.

7. In your experience, in which areas does public international law add the most strategic value in the arbitration cases you have worked on?

First of all, at Freshfields we have a prominent public international law (PIL) practice. That means we regularly advise and represent clients on pure PIL matters, even outside the context of arbitration. The current international landscape – marked by crises and wars – has only increased the relevance of PIL, including for corporate clients. I increasingly find myself advising on the law on the use of force, humanitarian law, human rights or diplomatic protection – something I would not have anticipated while studying those subjects in law school!

I have also been fortunate to work on investor-State arbitration cases with strong PIL components. For example, we are currently representing a State in an UNCITRAL arbitration brought by a sanctioned individual, arising from sanctions imposed on Russia following the invasion of Ukraine. These cases raise novel issues but also core PIL issues relating to the law of treaties, self-defence, countermeasures, and State responsibility more generally.

I am finding my background in public international law very helpful. While it is always possible to learn on the job, having a solid conceptual framework makes it much easier to navigate such abstract concepts.

8. What advice would you give to those starting out in international arbitration?

For those starting out, my advice is to identify and leverage what sets you apart – whether that is language skills, regional exposure, a particular academic focus or contact. The field is competitive, and a strategic, realistic assessment of your differentiating factors is essential. Once you have got your foot in the door, my advice would be to approach every assignment, even the most routine, with care and commitment. It will not go unnoticed, and it is the best way to improve your skills.

9. How do you keep up with arbitration beyond the matters on which you are working?

Beyond casework, I believe that one of the most attractive aspects of a career in international arbitration is the arbitration community, which is relatively unique compared to other practice areas. I value this greatly as it enables me to meet very interesting people, and because I truly enjoy that aspect, I am quite involved in the arbitration community.

For instance, I currently serve as co-chair of AA40, the Italian below 40 Arbitration Association. While this is a demanding commitment on top of my caseload, it is also very rewarding. It offers the opportunity to meet many interesting individuals and to work with practitioners whom I would not otherwise encounter. I would strongly encourage anyone who wishes to become an arbitration lawyer to get involved with these associations early and participate actively.

UPCOMING EVENTS

11th March 2026: IAI Conference 2026 on “Does international arbitration still serve the needs of international business?”

Organised by the International Arbitration Institute

Where: Hotel Le Marois, 9-11 Avenue Franklin D Roosevelt, 75008 Paris

Website: https://tinyurl.com/IAIconference-2026

11th March 2026: PIAG and CEIA debate on the motion “This House believes that the International Court of Justice (ICJ)'s Advisory Opinion on the Obligations of States in respect of Climate Change exposes a potential incompatibility between the enforcement of international investment guarantees and effective climate action”

Organised by the Paris Investment Arbitration Group & Club Español e Iberoamericano del Arbitraje

Where: Bredin Prat, 53 Quai d’Orsay, 75007 Paris

Website: https://tinyurl.com/7duytk5r

Spotlight

23rd March 2026: Arbitration & Aperitifs: Next Gen Networking Drinks

Organised by Freshfields x Jus Mundi

Supported by PBA, Delos Dispute Resolution-Y, PVYAP and Sciences Po Arbitration Society

Where: Le Café de Pauline, 9 Rue de l’Ambroisie, 75012 Paris

Website: https://luma.com/jusmundi-freshfields-arbitration-aperitifs-nextgen

23rd-27th March 2026: Paris Arbitration Week

Organised by Paris Arbitration Week & others

Where: Paris

Website: https://parisarbitrationweek.com

Internship – A&O Shearman

International Arbitration

July-December 2027

Paris, France

Internship – Norton Rose Fulbright

Litigation / International Arbitration

January-June 2027

Paris, France

Internship – ICC (International Chamber of Commerce)

Commission on arbitration & ADR

January-June 2027

Paris, France

Internship – ICC (International Chamber of Commerce)

Arbitration & Case Management, SICAS

June-November 2026

Singapore