PARISBABYARBITRATION

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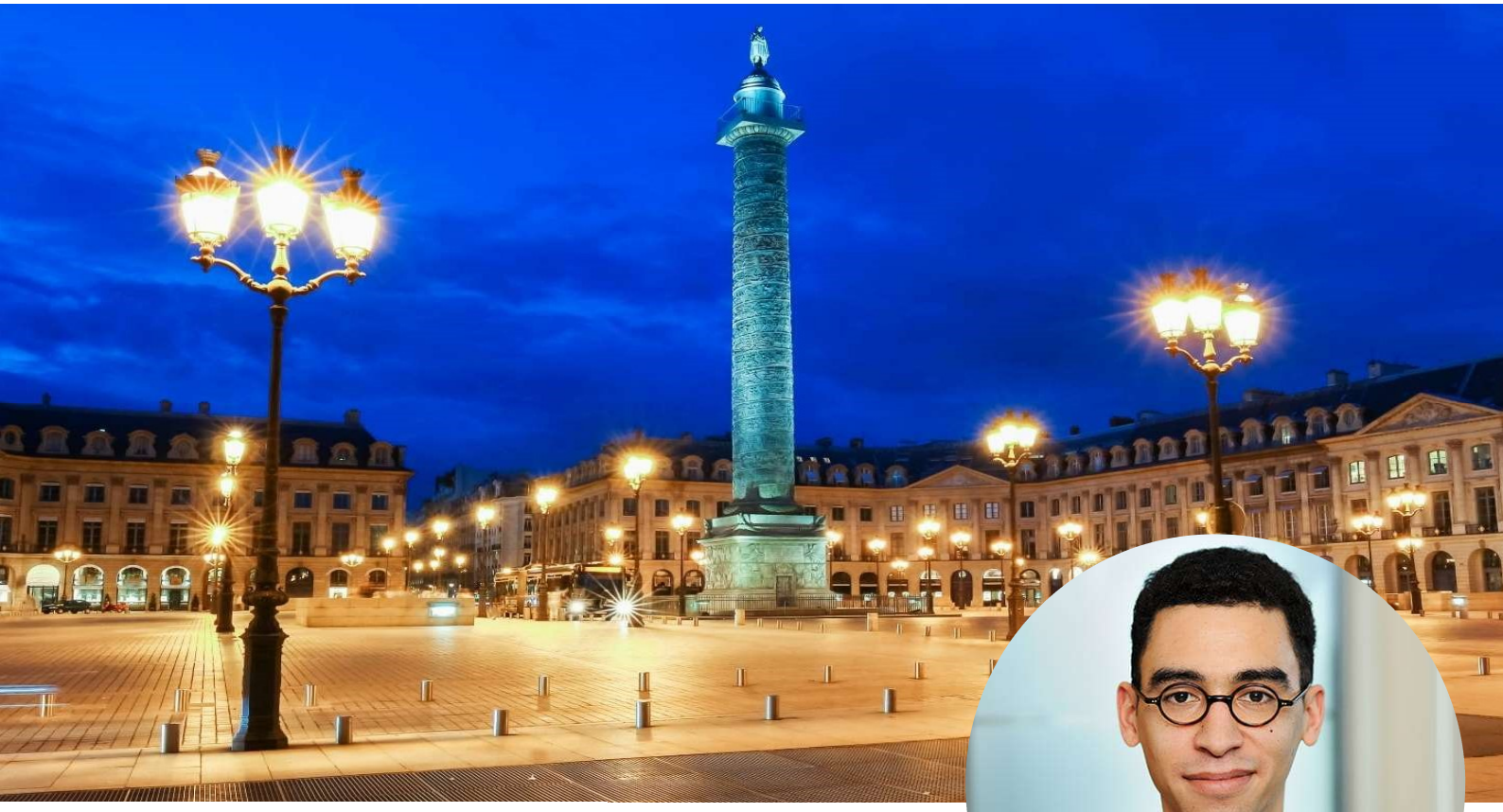

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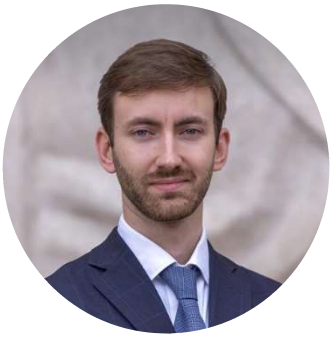

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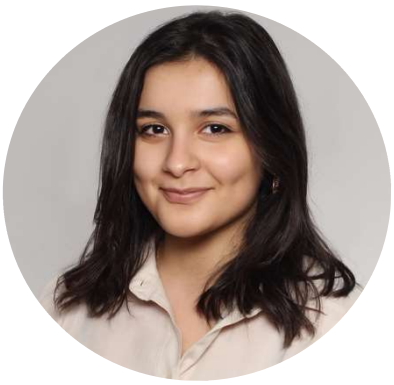

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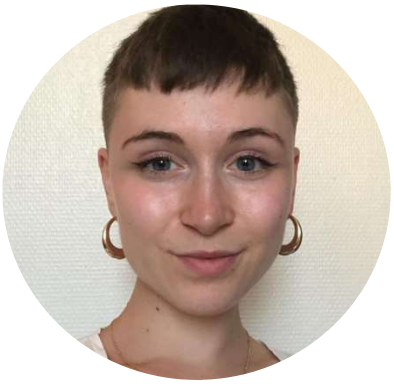

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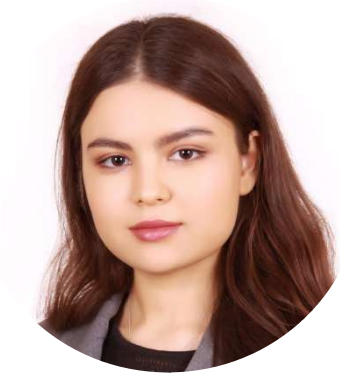

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Paris Baby Arbitration is a Paris-based society and a networking group of students and young practitioners in international arbitration. Our aim is to promote accessibility and knowledge of this somewhat lesser-known field of law and industry within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

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

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

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

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

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!

Yours sincerely,
The Paris Baby Arbitration team

THIS MONTH'S THEMES

- Cass. 1st Civ. Ch., 29 November 2023, n° 21-19.697, *Byd Auto* **(duty of curiosity and duty to object to an irregularity before the arbitral tribunal in a timely manner on the parties; burden of proof on the party relying upon an arbitrator's failure to disclose notorious facts to establish negative proof that they could not discover the notorious fact that is likely to affect the arbitrator's independence/impartiality before the award is rendered)**

- Cass. 1st Civ. Ch., 29 November 2023, n° 22-18.630, *Médiafi* **(domestic arbitration; possibility to file an appeal with the French *Cour de cassation* against the decision of the Court of Appeal (hearing the case following an appeal against the decision of the *juge d'appui*, *i.e.* a first instance judge acting in support of the arbitration who refused to appoint an arbitrator) only if it acted ultra vires ; example of ultra vires behaviour when the juge d'appui appointed an arbitral institution-legal person as arbitrator)**

- Cass. 1st Civ. Ch., 20 December 2023, n° 22-23.935, *Harlington* **(negative effect of competence-competence pursuant to Article 1448 of the French Code of Civil Procedure; effect of an arbitral award being rendered upon French courts' review of the arbitration agreement's manifestly void or manifestly not applicable)**

- Paris, 28 November 2023, n° 22/12084, *Oc'Via* **(no breach of the arbitral tribunal's duty to give reasons for its decision and to comply with the mandate conferred upon it if the arbitral tribunal transcribed the expert's judgment in its award as if it was bound by the expert's report; no breach of the adversarial principle in case of a mere clerical error resulting from the arbitral tribunal omitting to communicate the amended version of a procedural order to the parties and the expert, provided that the tribunal based its decision upon the non-amended procedural order that was communicated to the parties; non-arbitrability of claims concerning a tax debt's base, quantum and maturity, save when they result from an agreement whereby the parties determine the way that taxes created by their legal relationship are to be allocated between them)**

- Paris, 5 December 2023, n° 22/20051, *ESISCO* **(duty of curiosity on the parties which extends to facts that are contemporary to the arbitral proceedings; the fight against corruption as part of French international public policy; breach of French international public policy if the recognition or enforcement of an award allows a party to benefit from the fruits of corruption; partial annulment only if only part of the award breaches French international public policy, save in case of indivisibility of the tribunal's orders)**

- Paris, 12 December 2023, n° 22/15255, *IASC* **(duty of curiosity on the parties which extends to facts that are contemporary to the arbitral proceedings; no duty for an arbitrator to disclose academic relationships with a party; two contracts with the first one concluded as between the parties and containing an arbitration clause, and the second one concluded as between one of the parties' director in their personal capacity and the other party; enforceability of the arbitration clause against the director, as the second contract was an integral part of the first one and the third party was directly involved in the first contract's performance)**

- Paris, 14 December 2023, n° 23/01041, *Greylag* **(pending arbitral proceedings and insolvency proceedings to be started in France; situation of 'cessation of payments' and 'payable debts', as compromising debts that are definite, liquid and matured; exclusion of a debt that is the object of arbitration in the calculation of 'payable debts', due to its being a litigious one)**

- English High Court, *Tyson International Company Ltd. V. Partner Reinsurance Europe SE (Rev1)* [2023] EWHC 3243 (Comm) **(distinct contracts covering the same legal relationship and subject-matter, with one granting jurisdiction to English courts, the other to a New York-seated arbitral tribunal; concurrent applications for stay of proceedings and anti-arbitration injunction; determination of the parties' common intention as to the contract which was to apply; *obiter dictum* regarding implied rescission of one contract due to its performance being necessarily inconsistent with a following contract)**

- Singapore Court of Appeal, *Republic of India v Deutsche Telekom AG* [2023] SGCA(I) 10 **(applicability of the doctrine of transnational issue estoppel in the context of international commercial arbitration; prohibition for the court before which enforcement is sought to re-litigate the question as to whether the arbitral award is valid, when that the court where the arbitral seat is located has already decided that it was)**

- ECJ, 21 December 2023, Case C-124/21 P, *International Skating Union v. European Commission* **(sports arbitration before the Court of Arbitration for Sport whose seat is in Switzerland and European Union competition law; use of the CAS as being contrary to EU law, save if the CAS decides to relocate its seat in an EU Member State, so as allow its awards to be reviewed, with the help of preliminary rulings by the ECJ if needed, by a Member State's juridictions that are compelled to apply EU public policy rules, such as EU competition law)**

FRENCH COURTS

COURT OF CASSATION

Court of Cassation, First Civil Chamber, 29 November 2023, n° 21-19.697, *Byd Auto*

In a decision dated 29 November 2023, the French *Cour de cassation* recalled that parties to an arbitration agreement are under a duty of curiosity when it comes to new circumstances that are likely to affect an arbitrator's independence or impartiality. A party is not allowed to object to any irregularities relating to the arbitrator's independence or impartiality during setting aside proceedings if they have not done so during arbitration proceedings, save the case where they became aware of the irregularities only after the award was rendered. This decision clarified that the burden of proof is on the applicant to establish the negative evidence that the litigious circumstance could not be accessed before the award was rendered.

In the case in hand, a contract for the exclusive concession of hybrid cars was concluded between Swiss company Delta Dragon Import and Chinese company BYD Auto Industry. The contract was governed by Dutch law and contained an arbitration clause seated in Paris under the aegis of the ICC.

Due to a dispute between the parties, an arbitration in English was initiated and an arbitral award was rendered. Delta Dragon sought to annul the award on the basis of Article 1520 2° of the French Code of Civil Procedure, *i.e.* on the basis that the tribunal had been irregularly constituted. The Paris Court of Appeal denied the application, so that Delta Dragon decided to appeal the decision before the French *Cour de cassation*.

Delta objected to the Court of Appeal's decision not to set the award aside. In particular, it argued that the arbitrator was to bear the responsibility of disclosing any circumstances that may have affected his independence or impartiality, whether it be notable or not. As such, it stated that the Court of Appeal had erred in deeming that Delta had knowingly and without legitimate reason waived its right to avail itself of the following circumstance that the Court considered to be notable: that is, links between the sole arbitrator and the other party that transpired from an article in German on the Internet, in which a CTRL+F search with the name of the arbitrator could reveal the litigious circumstance.

The legal question was whether a circumstance likely to create reasonable doubts as to an arbitrator's impartiality in the eyes of the parties was notable - and as such fell within the ambit of the parties' duty of curiosity -, even if its existence could only be discovered after searching on the Internet and finding an article written in a different language from that chosen for the arbitration.

The French *Cour de cassation* denied the appeal, and responded to this question in the affirmative. It ruled that the appellant "*failed to establish that it had become aware of* [the notable circumstance] *only after the award was rendered*", so that it "*could not avail itself thereof in support of its application for annulment*", given that it was deemed to "*have, knowingly and without legitimate reason, failed to object to the irregularity before the arbitral tribunal in a timely manner*". The French Supreme Court, alongside the Court of Appeal's decision, held that arbitrators are not under the duty to disclose notable circumstances, and that the burden is on the applicant, on such facts, to adduce negative evidence that the notable circumstance was not accessible until the award was rendered. In other words, while in principle the applicant must object in a timely manner before the arbitral tribunal to a circumstance likely to create reasonable doubts as to an arbitrator's impartiality, said applicant is to be exempted from this admissibility requirement when applying to set aside an award, provided that they were not aware of it and could provide a legitimate reason, as provided by Article 1466 of the French Code of Civil Procedure (this is the case when the applicant could not access the information during arbitral proceedings). With this decision, the *Cour de cassation* clarified that the burden of proof of the information's inaccessibility also rests upon the applicant.

One can expect that this decision will stir up debate. On the one hand, arbitrators are under no obligation to disclose any notable circumstances, as they fall within the parties' duty of curiosity. Yet, this duty of curiosity appears to be sprawling in its scope, and surprisingly so considering that the Paris Court of Appeal was still deciding not long ago that "*it could not be reasonably expected from the parties that they not only systematically enquire into all sources that are likely to mention the arbitrator's name and that of people connected to the arbitrator, but also that they continue with their research after the arbitral proceedings have been started*" (see Paris Court of Appeal, 25 February 2020, *Dommo,* n° 19/07575, and 19/15816 to 19/15819). On the other, following this decision, the parties are to bear the burden of establishing a *probatio diabolica*, *i.e.* an impossibility to access the notable circumstance until the award was rendered, which is particularly difficult, even more so that the definition of what is considered "notable" seems rather large.

Contribution by Adel Al Beldjilali-Bekkairi

Court of Cassation, First Civil Chamber, 29 November 2023, n° 22-18.630, *Médiafi*

In a ruling dated 29 November 2023, the First Civil Chamber of the French *Cour de Cassation* quashed and set aside the ruling handed down on 6 April 2022 by the Court of Appeal of Saint-Denis de La Réunion (the "Court of Appeal") in the dispute between SODICO and Médiafi. In this ruling, published in the Bulletin, the Court reminded the support judge of the scope of his powers to appoint arbitrators.

In this case, SODICO acquired shares belonging to Médiafi by way of a private deed dated 16 December 2010. On the same day, Médiafi granted SODICO an asset and liability guarantee containing an arbitration clause. On 3 February 2021, the Mixed Commercial Tribunal (the " Commercial Tribunal") appointed an arbitration centre for this purpose following a referral from SODICO. Médiafi appealed against the Commercial Court's decision of 3 February 2021, which the Court of Appeal ruled inadmissible in a ruling dated 6 April 2022. Noting that the Court of Appeal had ruled that its appeal was inadmissible in favour of SODICO (the "defendant"), Médiafi (the "claimant") appealed to the *Cour de cassation*.

In its first and only plea, Médiafi considered that the Court of Appeal violated Article 1455 of the Code of Civil Procedure by refusing to apply it. According to the claimant, this provision extinguishes jurisdiction of the support judge intervening in the event of difficulties in appointing the arbitral tribunal if he finds that the arbitration agreement is manifestly inapplicable. Since the Commercial Tribunal, *i.e.* the supporting judge in this case, had refused to rule on the manifest applicability of the arbitration clause before appointing an arbitrator, Médiafi argued that the Court of Appeal, which considered that the Tribunal's refusal did not constitute an abuse of power, had itself disregarded the scope of its powers. However, the Court of Cassation ruled that this ground of appeal was inadmissible on the basis that "*the ground of appeal that criticises the Court of Appeal for not ascertaining whether the arbitration clause was not manifestly inapplicable is not capable of characterising a misuse of powers*".

In the second part of the same plea, the claimant argued that the Court of Appeal had violated Article 1450 of the Code of Civil Procedure, which provides that the support judge hearing a case where there are difficulties in constituting an arbitral tribunal must appoint a natural person as arbitrator. According to the claimant, the Court of Appeal, which considered that the Commercial Tribunal that had appointed an arbitration centre, a legal entity, had not exceeded its powers because it had not encroached on those of another court or another person, had itself established that it had exceeded its powers and violated Article 1450 of the Code of Civil Procedure. The Court of Cassation upheld this second part of the plea and held that in ruling so, the Court of Appeal had exceeded the scope of its powers.

The Court quashed the judgement of the Court of Appeal of Saint-Denis de La Réunion of 6 April 2022 on the basis of Articles 1450, 1452 and 1460 paragraph 3 of the French Code of Civil Procedure. It put the case and the parties back to the status they were in before the judgement and referred them back to the Court of Appeal of Saint-Denis de La Réunion, otherwise composed, while ordering SODICO to pay the costs and rejecting the claim pursuant to Article 700 of the French Code of Civil Procedure.

Contribution by Louise Nicot

Court of Cassation, First Civil Chamber, 20 December 2023, n° 22-23.935, *Harlington*

In a ruling dated December 20, 2023, the French *Cour of Cassation* strictly applied the negative effect of *competence-competence*.

The three shareholders of a company, *Harlington*, entered into an arbitration agreement, after which a dispute arose over the valuation of the shares of one of the shareholders ("Claimant"). A sole arbitrator rendered a final award fixing the value of Claimant's shares on March 15, 2021.

As one of the shareholders died during the arbitral proceedings, Claimant also brought proceedings against the wife and son of the deceased ("Respondents") before the Nanterre High Court. By arguing that the management of the company had led to losses, Claimant sought damages from the heirs, taking the view that the French courts had jurisdiction over the dispute.

The defendants raised a plea of *lis pendens* in favour of the arbitral tribunal, which was rejected by the Versailles Court of Appeal on 28 January 2020. They subsequently appealed to the Court of Cassation, which quashed the ruling on 17 March 2021. Relying exclusively upon Article 1448 of the French Code of Civil Procedure, the Court of Cassation recalled that the arbitral tribunal, which was the first to be seized, had primary jurisdiction to determine whether the dispute fell within the scope of the arbitration agreement.

The Paris Court of Appeal, hearing the case on remand, followed the decision of the *Cour of Cassation*. In a ruling dated 30 November 2022, it declared that the French courts lacked jurisdiction and referred Claimant back to the arbitral tribunal. Claimant challenged the ruling, and the case was once again referred to the *Cour de cassation*.

Claimant argued on the one hand that since the arbitral proceedings had ended with the final award of 15 March 2021, no arbitral tribunal was seized when the Paris Court of Appeal ruled on 30 November 2022. As a result, the court should have had the power to determine whether the arbitration agreement was manifestly null and void or unenforceable. On the other hand, he considered that in all cases the court should have checked first that it was dealing with the same dispute as the arbitrator before referring Claimant to the arbitral tribunal.

The *Cour de cassation* ruled that, under Article 1448 of the French Code of Civil Procedure, an arbitration agreement cannot be considered manifestly null and void or manifestly unenforceable by French courts, provided that they were seized while the arbitration proceedings were underway, and render their decision after the arbitral tribunal has rendered its final award. It was up to the arbitral tribunal to rule on the extent of its jurisdiction, including on the distinct nature of the dispute submitted to the Nanterre High Court. The *Cour de cassation* therefore rejected the challenge.

Contribution by Zacharie Pierre

Paris Court of Appeal, 28 November 2023, n° 22/12084, *Oc'Via*

The rules governing *de lege lata* the action for annulment of an arbitral award, as set out in the French Code of Civil Procedure and clarified over time by case law, are now established and even relatively clear. A decision rendered on 29 November 2023 by the Paris Court of Appeal is in direct continuation of this movement.

On the facts, one should simply note that an Economic Interest Group ("EIG", or "GIE" in French), called OC'VIA Construction, decided to outsource the provision of certain services to a consortium of joint and several liability companies, named GUINTOLI-EHTP-NGE GENIE CIVIL, with the subcontract containing an arbitration clause providing for an arbitration to be decided *ex aequo et bono*.

A dispute arose between the parties, and an arbitral tribunal, consisting of a sole arbitrator, was constituted. In a first partial award, the arbitrator ruled that the subcontract was null and void pursuant to Article 14 of French Law No. 75-1334 of 31 December 1975, and decided that he would then designate, by way of a procedural order, an expert in order to quantify the amount of restitution indemnity due to the subcontractor. It was only after all challenges against the partial award were exhausted, that is nearly five years later, that the arbitrator issued his final award, wherein he determined in *amiable compositeur* the quantum of restitution indemnity due to the subcontractor in the amount of approximately 23,910,833 € excluding taxes, and ordered the main contractor to pay an additional sum corresponding to the VAT applicable to this indemnity.

In view of all of this, OC'VIA filed an action for annulment against the final award with the Paris Court of Appeal, based upon three grounds.

Firstly, OC'VIA EIG argued that the sole arbitrator did not abide by his mission to rule as *amiable compositeur*, and failed to motivate his decision (Article 1492 3° and 6° of the French Code of Civil Procedure respectively), on the basis that he merely "*transcrib*[ed] *the expert's opinion in his decision as if he were bound by this opinion*".

However, this ground was bound not to succeed. Indeed, on the one hand, the Court ruled that the arbitrator had adopted a motivated and distinct "*position*" concerning the computation of the indemnity's base. As such, it was of no significance whether he had been convinced by the expert's opinion or not, as long as - as the subcontractor highlighted - the arbitrator provided an answer to the criticisms put forward by OC'VIA regarding the methods followed by the expert.

On the other hand, it was held that the arbitrator *had* in fact ruled on the amount of the indemnity in *amiable composition*, in part of the award entitled "*On the equitable assessment of the amount of the restitution indemnity*" while systematically referring to having to rule *ex aequo et bono*.

Therefore, after recalling the fundamental principle prohibiting reviewing the merits of arbitral awards, the Paris Court denied to accede to the applicant's argument.

Secondly, OC'VIA argued that the sole arbitrator violated the adversarial principle and, consequently French public order (Article 1492 4° and 5° of the French Code of Civil Procedure), as the final award had referred to a version of Procedural Order No. 14 that had not been communicated to either the parties or the expert.

The subcontractor counter-argued by saying that this was merely a clerical error that had no impact on the dispute or the arbitrator's decision, since he had relied upon provisions of Procedural Order No. 14 that were identically in both the "wrong" and "correct" versions thereof.

The Court of Appeal accepted the subcontractor's argument. This decision is not at all surprising, given that French courts' have generally been favourable to the validity of arbitral awards, which have long held that "*the annulment of an arbitral award on the basis of a violation of the adversarial principle requires that it be evidenced that the information used by the arbitrators was not subjected to an adversarial debate between the parties*" (*e.g.* French *Cour de cassation*, Second Civil Chamber, 30 September 1999, n° 96-17.769, emphasis added).

Thirdly, OC'VIA alleged that the arbitrator had wrongly applied the rules governing VAT to the restitution indemnity, and should not have incorporated it into the indemnity. In doing so, he argued that the arbitrator had wrongly upheld jurisdiction in doing so, as "*it pertains to a question which cannot be adjudicated by an* amiable compositeur, *as it makes application of rules from the French General Tax Code which are part of French public order of direction* ["ordre public de direction"], *and upon which the parties cannot compromise*" (Article 1492 1° of the French Code of Civil Procedure). Furthermore, the applicant also put forward that the sole arbitrator had breached French public order by wrongly and erroneously applying these public order rules themselves (Article 1492 5° of the French Code of Civil Procedure).

At first, the Court had to rule upon the argument's admissibility.

According to the subcontractor, since the arbitral tribunal's lack of jurisdiction had not been raised during the arbitral proceedings, the argument was bound to be declared inadmissible, given that "*the party who, knowingly and without legitimate reason, fails to object to an irregularity before the arbitral tribunal in a timely manner shall be deemed to have waived their right to avail itself of such irregularity*" (Article 1466 of the French Code of Civil Procedure).

However, the Court of Appeal dismissed this objection, and recalled that Article 1466 does not apply to "*arguments based upon the fact that recognition or enforcement of the award would breach public order*".

The ground for annulment, although admissible, was nonetheless deemed to be ill-founded. Indeed, the Court held that the sole arbitrator had not technically decided upon a dispute relating to a tax debt's base, quantum, or maturity, but had merely "*taken into account, at the request of one of the parties, for the purpose* [of quantifying a prejudice], *tax implications*".

This subtle nuance was justified by the Court by the principle prohibiting reviewing the merits of arbitral awards, from which it follows that "*an award may be set aside only when the resolution given to the dispute, but not the arbitrators' reasoning for the decision, concretely offends public order*".

In this context, one can understand why the Paris Court of Appeal decided quote a decision that it had previously rendered, wherein it ruled that arbitrators have jurisdiction to adjudicate disputes "*concerning the implementation of an agreement by which the parties distribute among themselves the burden of taxes generated by their legal relationship (Paris Court of Appeal, April 4, 2023, No. 22/00408)*", despite the fact that, in principle, "*disputes pertaining to a tax debt's base, quantum, and maturity are, due to their nature, non-arbitrable*".

Contribution by Rayan Fadel

Paris Court of Appeal, 5 December 2023, n° 22/20051, *ESISCO*

On 5 December 2023, the Paris Court of Appeal dismissed ESISCO's action for annulment of the arbitral award rendered on 6 September 2022 under the arbitration rules of the International Chamber of Commerce.

On 29 June 2007, ESISCO ("Claimant") entered into a contract with its supplier, Danieli ("Defendant"), for the supply of a light section rolling mill for the production of steel bars. One year later, on June 12, 2008, the parties entered another contract for the supply of a welding machine to be installed inside the rolling mill. Claimant complained of technical problems with the equipment installed in its plant, which it considered to be defective and not in conformity with its contractual obligations. Consequently, on 8 April 2020, Claimant initiated an arbitration proceeding with the Secretariat of the International Chamber of Commerce based on the arbitration clause inserted in the supply contracts, seeking damages for breach of the ten-year warranty and, subsidiarily, for breach of contractual obligations.

During the arbitration proceedings, Danieli opposed these claims, arguing in substance that the industrial equipment complied with contractual requirements, that its warranty had expired and that it was not responsible for the low profitability of ESISCO's plant. In its award issued on 6 September 2022, the arbitral tribunal decided to reject all ESISCO's claims. On 29 November 2022, ESISCO lodged an annulment appeal against the award with the Paris Court of Appeal. ESISCO argued that the award was contrary to international public policy in that it had the effect of allowing Defendant to benefit from the proceeds of criminal activities suggesting the existence of a corrupt pact. According to ESISCO, the award dismissing its claims for compensation was based upon forged performance test certificates purporting to establish the proper functioning of equipment supplied by Danieli, manufactured by three members of ESISCO's staff bribed by Defendant. ESISCO also argued that the chairman of the arbitral tribunal failed in his duty of disclosure by not disclosing that he was the subject of a complaint by the Republic of Congo made to the *PNF* accusing him of having maintained secret financial links with one of the parties while presiding over an arbitral tribunal, and that a judicial investigation had been opened in France by introductory indictment dated 15 April 2022 on charges of active and passive corruption.

In its ruling, the Paris Court of Appeal responded to ESISCO's claims point by point. First of all, on the question of whether the award was contrary to international public policy, the Court of Appeal examined the existence or not of a corrupt pact, noting that: "*the proof of serious, precise and concordant evidence of the existence of a corrupt pact between the company Danieli and the former members of staff of the company ESISCO calling into question their probity is not reported so that the plea on this grievance lacks in fact*".

Next, regarding the question of procedural fraud invoked by ESISCO, the Court of Appeal pointed out that procedural fraud committed in the context of an arbitration may be sanctioned regarding international procedural public policy. In this case, however, the Court noted that "*the falsification of the equipment performance certificates recognized by the Egyptian court having been brought to the attention of the arbitrators during the arbitration proceedings (C 428), as ESISCO itself acknowledges in its pleadings, the arbitral tribunal's decision, which cannot be criticized for not having mentioned it in its reasoning, was not surprised by fraud but resulted from an informed assessment of the accuracy and scope of the documents submitted to it, an assessment which it is not for the court to review*".

Finally on the question of independence and impartiality, the Court recalled that "*failure to comply with the obligation to disclose does not, however, automatically lead to the annulment of the award. It is up to the judge to ascertain whether the unrevealed facts are such as to create reasonable doubt, in the minds of the parties, as to the independence and impartiality of the arbitrator*". In the present case, the court held that "*it is clear from the proceedings that the information of which the company ESISCO avails itself was widely known, having been the subject of numerous publications, in the GAR trade journal of October 11, 2021 but also on the internet, as part of the information available to the public, contemporaneous with the arbitration proceedings, as attested by the numerous produced by the claimant itself, so that it cannot claim not too have been aware of it*".

In its ruling of 5 December 2023, the Paris Court of Appeal dismissed ESISCO's action for annulment of the arbitral award, on the grounds that the recognition of the award would not result in a violation of international public policy, since no serious, precise and concordant evidence of the existence of the corrupt pact had been provided. Furthermore, the court hold that "*the plea based on the arbitrator's failure to disclose this information is inadmissible, it being observed that the company ESISCO did not establish how this information, unrelated to the arbitration in question, was such as to create doubt in its mind as to the independence and impartiality of the arbitrator*". The Court of Appeal therefore ordered ESISCO to pay Danieli a sum of 50,000 euros under article 700 of the French Code of Civil Procedure.

Contribution by Paul Gobetti

Paris Court of Appeal, 12 December 2023, n° 22/15255, *IASC*

On 12 December 2023, the International Commercial Chamber of the Paris Court of Appeal ("ICCP-CA") dismissed an application for annulment of an arbitral award rendered in Paris on 18 July 2022, under the aegis of the International Court of Arbitration of the International Commercial Chamber ("ICC").

The dispute arose out of the non-payment by Airbus of invoices issued by IASC for consultancy services provided under a service contract entered into in 2008 (the "Contract"). In parallel with the Contract, IASC's director Mr. V., consented to a personal undertaking to Airbus, by way of a declaration free of any arbitration clause (the "Declaration"), to comply with anti-bribery regulations.

Seeking payment of the disputed invoices, IASC initiated arbitration proceedings against Airbus before the ICC on 1 October 2018, pursuant to the arbitration clause contained in the Contract. Airbus then requested the intervention of Mr V. in the arbitration, due to his personal involvement in the Contract, and made counterclaims for rescission of the Contract and reimbursement of sums already paid due to a breach of compliance obligations.

In an award rendered on 18 July 2022, the arbitral tribunal upheld jurisdiction over Mr V., held that Airbus was entitled to terminate the Contract, rejected all of IASC's claims and ordered it to pay various sums.

While arguing, *inter alia*, that the constitution of the arbitral tribunal was irregular and that it lacked jurisdiction over Mr V., the latter and IASC brought an action for annulment of the award before the Paris Court of Appeal on 13 September 2022.

As to the composition of the arbitral tribunal, the ICCP-CA recalled, with reference to Articles 1520 2° and 1456 paragraph 2 of the French Code of Civil Procedure ("CPC"), that a violation of the duty of disclosure does not necessarily lead to the annulment of the award and that it is up to the annulment judge to ascertain whether the undisclosed facts are of such a nature as to create reasonable doubt, in the minds of the parties, as to the independence and impartiality of the arbitrator. In this case, the sole arbitrator and the Head of arbitration at Airbus were both members of the ICC French National Committee and had participated, during the proceedings, in the same online conference organised by the said Committee. The Court of Appeal considered that the arbitrator did not have to disclose his membership to such a committee, since this information was easily accessible online at the time of her appointment. In the absence of any objection within the time limit provided for by the ICC Arbitration Rules, it followed from Article 1466 of the CPC that the parties were deemed to have waived their right to object. The Court emphasised that it was not necessary for the arbitrator to disclose his participation to the committee meetings, since this was undoubtedly part of her function as a member. Lastly, the ICCP-CA held that the arbitrator's participation in the same conference as the Head of the arbitration at Airbus was not such as to trigger his duty to disclose since there were no circumstances in the case at hand likely to create a potential conflict of interest in fact or in appearance.

As to the arbitral tribunal's lack of jurisdiction over Mr V., the Paris Court of Appeal recalled, on the basis of Article 1520 1° of the CPC, the obligation for the annulment judge to review the arbitral tribunal's decision regarding its jurisdiction. In this case, the Court noted that the Declaration, which included Mr V.'s personal undertakings, was an integral part of the Contract. The Court inferred from this that the arbitration clause contained in the Contract was enforceable against Mr V. since he was directly involved in its performance. The ICCP-CA therefore concluded that the arbitral tribunal had jurisdiction to hear Airbus' claims against Mr V.

The Paris Court of Appeal therefore dismissed the application for annulment and ordered IASC and Mr V. to pay the sum of 20,000 euros under Article 700 of the CPC.

Contribution by Valentine Menou

Paris Court of Appeal, 14 December 2023, n° 23/01041, *Greylag*

On October 28, 2016, Garuda Indonesia Holiday France (hereafter "Garuda France") entered into a lease agreement for an aircraft with Greylag Goose 1410 Designated Activity Company (hereafter "Greylag GL 1410"). Garuda France sub-leased this aircraft to the Indonesian national airline PT Garuda Indonesia (hereafter "Garuda Indonesia"). Following the Covid-19 health crisis, Garuda Indonesia found itself unable to pay the lease.

On December 19, 2021, the Jakarta Commercial Court opened insolvency proceedings to suspend payments, and Greylag GL 1410's claims were admitted to the insolvency proceedings. On June 27, 2022, the court ruled that Greylag GL 1410's claims against all Garuda Group entities, including Garuda France, were substantial. Greylag GL 1410 is contesting the applicability of the provisions of this judgment, as to date there is no exequatur judgment.

At the same time, and because the parties disagreed on the amount of the claims, Greylag GL 1410 initiated arbitration proceedings on June 14, 2022 before the Singapore International Arbitration Centre (hereafter "SIAC"), in application of the arbitration clause stipulated in the charter agreement, against Garuda France and Garuda Indonesia. The arbitration proceedings are pending, and no arbitral award has yet been made.

At the same time, on August 17, 2022, Greylag GL 1410 issued Garuda France with a writ of liquidation. On November 25, 2022, the Paris Commercial Court ruled that Greylag GL 1410 did not have a debt against Garuda France that was certain, liquid and due. Accordingly, the court declared the application to open compulsory liquidation proceedings against Garuda France inadmissible.

On December 29, 2022, Greylag GL 1410 appealed against the judgment of the Paris Commercial Court.

According to the Paris Court of Appeal, cessation of payments is a condition for opening an action, not a condition for admissibility. On this point, it reversed the judgment of the court of first instance. On the other hand, in accordance with article L.631-1 of the French Commercial Code, the Court explained that a disputed debt does not constitute a definite debt, and that Greylag GL 1410's claim therefore did not constitute a payable liability. The Court of Appeal therefore dismissed Greylag GL 1410's application to open a judicial liquidation.

Contribution by Sarah Lazar

Judgement of the High Court of England and Wales, 15 December 2023, *Tyson International Company Ltd v. Partner Reinsurance Europe SE (Rev1)* [2023] EWHC 3243 (Comm)

On 15 December 2023, the High Court of Justice of England and Wales rendered an interesting decision in a dispute concerning the existence of two reinsurance contracts covering the same risks, matters, parties, and period. The first one in time granted exclusive jurisdiction to English courts, while the second one contained an arbitration clause for an arbitration to be seated in New York and was governed by New York law.

On the facts, the two reinsurance contracts had been signed just 8 days apart, and the Tyson International Company (hereafter "the Defendant") had initiated arbitration proceedings in New York one day after Partner Reinsurance SE (hereafter "the Claimant") had started proceedings before English courts.

The Defendant's application dated 23 May 2023 sought that proceedings before English courts be stayed under section 9 of the Arbitration Act 1996. Indeed, pursuant to Clause 13 of the second reinsurance contract, the parties had agreed to submit any disputes between them exclusively to arbitration with a seat in New York. On the other hand, the Claimant sought to restrain the further continuance of the arbitration proceedings, based upon the first reinsurance contract's exclusive choice-of-jurisdiction clause in favour of English courts, by applying to obtain an anti-arbitration injunction (hereafter "AAI").

The question in substance was whether the second contract had superseded the first one, so that the arbitration clause was to prevail.

The Claimant's first two arguments put forward the idea whereby it was inherently unlikely that the parties had agreed that the second contract was to replace the key provisions of their first contract within eight days. Indeed, doing so would have required the clearest language, and the second contract arguably did not contain such language, even more so that such an approach would have been commercially absurd.

While the Court opined that a change after such a short period of time was unusual, it held that there was no binding market custom or practice prohibiting the parties to do so, and stated that "[i]*t all depends on what they say and did*". On the facts, it ruled that they had concluded a new legally binding reinsurance contract, with a different dispute resolution clause, *i.e.* an arbitration clause with its seat in New York. Additionally, in *obiter dicta*, it deemed that the arbitration and choice-of-jurisdiction clauses could not be reconciled, since they both provided for "*exclusive jurisdiction*" to be given to the arbitral tribunal to be constituted and English courts respectively. As such, an argument could have been made based upon the doctrine of implied rescission. Indeed, it stated that since performance of the second contract was necessarily inconsistent with the subsistence of the first one, the parties may have intended that the former replace the latter by canceling it as a matter of English contract law analysis, despite the fact that there has been no cases concerning the specific instance of irreconcilable choice-of-jurisdiction and arbitration clauses.

Regarding its third "swept away" argument, the Claimant claimed that the second contract did not, in fact, contain certain clauses that would normally not be included in any reinsurance contract under NY law (*e.g.* arbitration clauses).

However, the Court was convinced that those issues pertaining to the obligations within the parties' contractual relationship was an issue of rectification under contract law that would need to be decided by way of arbitration.

The Claimant's fourth argument was based upon the "*change of contract*" provision contained within the first contract, which reads as follows: "*All changes to be managed and agreed in accordance with the General Underwriters Agreement (version 2.0) February 2014 and the GUA Non-Marine Schedule (October 2001). Non bureaux markets to follow the agreement of the slip leader unless otherwise stated. As regards Contract Change Endorsements where full market approval is deemed not necessary within the provisions of the GUA then, when required Lockton Companies LLP may be permitted to utilise email facilities to supply the 'follow' Underwriters with scanned copies of such Contract Change Endorsements for their records*". The Claimant contended that compliance therewith was mandatory and that, at any rate, non-compliance would have been a strong indicator that parties did not intend to alter the choice-of-jurisdiction clause in favour of English courts.

The Court rejected this argument, on the basis that the parties had not tried to change the first contract *per se*, but had simply entered into another one. Based upon the parties' freedom of contract, it concluded that they had replaced the first reinsurance contract with the second one, at least as far as the choice-of-jurisdiction, arbitration and choice-of-law clauses were concerned.

The last argument pertained to the interplay between standard terms and bespoke terms, *i.e.* general and specific terms respectively. The Claimant considered that the second contract contained only general standard clauses, while the first one contained specific and negotiated ones. As such, it argued that the general wording used in the second contract should not be used to modify the specific wording used in the first one.

The Court rejected this objection, holding that its office only involved ascertaining the parties' common intention. The fact that the second contract used general wording and was much shorter than the first one did not contradict in and of itself the parties' intention that the arbitration clause was to replace the choice-of-jurisdiction clause contained in the first contract.

After rejecting all of the Claimant's arguments, the Court concluded that the parties had agreed to refer the relevant dispute to arbitration with a seat in New York, pursuant to the arbitration clause in the second reinsurance agreement. On that basis, it decided to stay the present proceedings by virtue of section 9 of the Arbitration Act 1996.

When denying the Claimant's AAI application, the Court based its decision upon the fact that an anti-suit/arbitration applicant must apply "*promptly and before the foreign proceedings are too far advanced*". On the facts, the Claimant had commenced the AAI proceedings, six months after the arbitral proceedings had been initiated. The Court stated *obiter* that the Claimant did not give good enough reasons to justify its delay, and stated that even if it had ruled in favour of the Claimant on the merits, it would have refused to grant an AAI in the exercise of its discretion pursuant to section 37 of the Senior Courts Act 1981. Indeed, delays in and of themselves may bar AAIs, even when no damage has been suffered by the opposing party. As a matter of English law, injunction applicants must justify such a delay to succeed. While there is no requirement for the applicant to *indisputably* know that their rights have been infringed, a mere apparent and sustainable basis for alleging violation of a jurisdictional right is enough to trigger time, so that time runs once this basis has been discovered or was reasonably discoverable. As the Claimant failed to give good enough justification for the six-month delay running from the date at which arbitration proceedings were initiated (date at which the Court deemed that time was triggered), the AAI application was bound to fail.

Contribution by Stavros Tsiovolos

Judgement of the Court of Appeal of the Republic of Singapore, 15 December 2023, *The Republic of India v. Deutsche Telekom AG* [2023] SGCA(I) 10

In its recent judgement as of 15 December 2023, the Singapore Court of Appeal (hereafter the "SGCA" or the "Court") dismissed a challenge raised by India arguing against the enforcement of an arbitral award rendered by an arbitral tribunal seated in Geneva, Switzerland, in favour of Deutsche Telecom (hereafter "DT"). The Court justified its decision on the ground that the notion of transnational issue estoppel applied, so that India was thereby precluded from raising the question of the arbitral tribunal's jurisdiction which had alread been examined by dismissed by the courts of the state where the seat was located.

DT, a multinational company originating from Germany, concluded a contract with state-owned entity from India Antrix Corporation Ltd. (hereafter "Antrix") for the lease of communication satellites. DT previously had shareholding interest in Devas Multimedia Private Limited (hereafter "Devas").

Antrix and Devas subsequently terminated the agreement between them and DT initiated arbitration proceedings against India with its seat in Geneva, Switzerland, arguing that India had avoided the agreement in violation of the bilateral investment treaty between India and Germany. After the arbitral tribunal rendered its award in favour of DR, India challenged it before the Federal Supreme Court of Switzerland aiming to set it aside. The Federal Supreme Court denied India's challenge and confirmed the award's validity. As such, DT then started enforcement proceedings in Singapore accordingly: on 2 September 2021, DT applied for leave to enforce the arbitral award in Singapore (hereafter the "Leave Order"). In response, India unsuccessfully attempted to set aside the Leave Order before the Singapore International Commercial Court (hereafter the "SICC"), where the proceedings were transferred. Thereafter, India filed an appeal against the SICC's decision with the SGCA.

The Court ruled that the principle of transnational issue estoppel was applicable in the context of international commercial arbitration. Accordingly, a Singapore-based court responsible for enforcement should ensure that a preclusive effect is given to the initial decision of the court of the seat as to the validity of an arbitral award. On the basis of the foregoing, the Court dismissed the appeal, since India could not rely on the same grounds as those before the Swiss Federal Supreme Court to challenge the enforcement proceedings in Singapore. After taking into account principles found within the 1958 New York Convention and the principle of transnational issue estoppel and applying them to the facts, the SGCA noted that the application of these principles satisfied the requirement whereby courts of a state party to the Convention should observe abide by decisions rendered by courts of other states parties thereto, so as to prevent duplication, controversy and inconsistency in the decisions rendered worldwide.

According to the Court, the notion of transnational issue estoppel is also capable of being applied in such way as to safeguard the doubts that could be raised by courts where enforcement is sought. In addition, there are actually no concerns to be had regarding the interaction between issue estoppel and a defense based upon a violation of public policy. Indeed, it noted the principle of issue estoppel should never bar a public policy defence, as the content of public policy to be considered is bound to differ from one state to another, so that the subject matter of the dispute should too.

Lastly, the Court examined whether the decision rendered by a seat court is provided a special status for the purposes of judicial supervision and strengthening international arbitration. The SGCA concludes that it may be relevant to accord the priority to the respective decision of the seat court, however, the primary issue presented before the Court remains unfold.

Contribution by Nadina Akhmedova

ECJ, 21 December 2023, Case No. C-124/21 P, *International Skating Union v. European Commission*

European Union law is playing an increasingly important role in the world of international arbitration, whether it be in investment arbitration (*Achmea*), commercial arbitration (*London Steamship*) or sports arbitration. It is against this backdrop that the *ISU* ruling by the Court of Justice of the European Union on 21 December 2023, has come to exist.

On 23 June 2014, two professional speed skaters brought a case before the Commission, claiming that the International Skating Union's (hereafter "ISU") rules on prior authorisation and eligibility were contrary to European competition law (Articles 101 and 102 of the Treaty on the Functioning of the European Union, hereinafter "TFEU"). Generally speaking, pursuant to article 25 of the ISU Statutes, any challenge to an ISU decision sanctioning an athlete with a loss of eligibility is to be resolved by arbitration, before the Court of Arbitration for Sport (hereafter "CAS"), with its seat in Switzerland. The question of arbitration is not at the heart of the dispute but appeared incidentally as an aggravating circumstance in ISU's breach of competition law.

In response to the complaint, on 5 October 2015, the Commission decided to open proceedings in this matter. On 29 September 2016, the Commission sent a statement of objections to ISU finding that it was in breach of Article 101 TFEU. On 8 December 2017, the Commission adopted the decision against ISU. The Commission took the view that recourse to arbitration did not in itself constitute a restriction of competition, but that it reinforced the restriction of competition resulting from the prior authorisation and eligibility rules. In fact, the recourse to arbitration before CAS, which has compulsory and exclusive jurisdiction, would make judicial review of European competition law more difficult. On 19 February 2018, the ISU sought the annulment of the disputed decision.

In its judgment dated 16 December 2020, the General Court of the European Union (hereafter the "General Court") ruled that the contested decision was not vitiated by illegality, insofar as it concerned the rules on prior authorisation and eligibility, but that it was illegal insofar as it concerned arbitration. The General Court held that arbitration could be justified by a "*legitimate interests linked to the specific nature of the sport*", in that a single, specialised court could rule in a "*quick, economic and uniform manner, on a multiplicity of disputes, often having an international dimension*". This judgment was appealed to the Court of Justice of the European Union (hereafter the "Court" or "Court of Justice").

With regard more specifically to recourse to arbitration, the athletes and the Commission argued that in so ruling, the General Court had erred. The nature of sports arbitration was highlighted, in that athletes are obliged to accept arbitration to take part in competitions (in other words, there is no freely accepted contractual arbitration). In addition, it was argued that: (i) the CAS is an arbitral body outside the EU legal order, and that review of the award within the framework of annulment proceedings is limited to Swiss international public policy and therefore excludes European competition law; (ii) review of the award in EU Member States at the enforcement stage would be fragmented and therefore costly, late, and ineffective.

The Court of Justice upheld the arguments of the athletes and the Commission.

The Court clearly stated that recourse to arbitration cannot be subject to a "*general and undifferentiated*" assessment, but that it is necessary to ascertain in concrete terms whether the arbitration "*enables effective compliance with the public policy provisions embodied that EU law contains"* and whether it is *"compatible with the principles underlying the judicial architecture of the European Union*" (§188). The Court noted that international skating competitions are economic activities governed by European competition law. These rules of law have the status of European Union law public policy, and compliance with them must be ensured.

The Court of Justice continued: "*in the absence of such judicial review, the use of an arbitration mechanism is such as to undermine the protection of rights that subjects of the law derive from the direct effect of EU law and the effective compliance with Articles 101 and 102 TFEU (...)*" (§194). The Court stressed that the requirement of judicial review applied to recourse to arbitration. In this case, however, the CAS awards were reviewed by a court of a State outside the European Union (§191). The Court of Justice concluded that the General Court had erred in law, in that it had validated the use of arbitration with a seat in a non-EU country, without examining whether European competition law had been complied with.

The consequences of this ruling have yet to be fully assessed. A first possible consequence is that arbitration clauses included in the rules of sports associations cannot be invoked against sportsmen when the dispute involves elements of such a nature as to affect the internal market. In this case, athletes will be free to bring their cases before the courts of a Member State.

A second possible consequence is the relocation of the CAS's seat to an EU member state for disputes that are likely to affect the internal market, so that the review of awards under European competition law can be conducted by EU Member States' courts with the help of preliminary rulings by the Court of Justice, if need be. A cost-benefit analysis will surely be carried out, bearing in mind that, on the one hand, the number of disputes concerning an athlete's eligibility to take part in a competition is fairly low and, on the other hand, there is a well-developed body of Swiss case law on the issue, which will be lost in the event of relocation.

Contribution by Iulian Chetreanu

INTERVIEW WITH LUCAS AUBRY

1. **To begin with, could you tell us a little about your background and why you chose arbitration as a career choice?**

First of all, thank you for the invitation! Of dual French and Brazilian nationality, I grew up between France, Spain and Latin America (Brazil then Colombia) before joining the Sciences Po Bachelor program. Initially interested in international relations and public service, it was at Sciences Po that I had the opportunity to first study law, and in particular international law (both private and public).

I went on to join Sciences Po's Law School for my Masters Degree, which is where I discovered arbitration. I completed this training in a joint program with Columbia University and Paris I Panthéon-Sorbonne for my M2, and then at the Paris II University (Panthéon-Assas), before completing the various EFB internships within litigation and arbitration departments.

Having initially hesitated over litigation, the reason that led me to choose arbitration as a career option was undoubtedly the highly international nature of the subject, which offered me the opportunity to continue practicing various languages in a professional context, as well as being at the intersection between law and international economic relations.

2. **You recently became a senior associate at Hogan Lovells. Could you tell us more about the team here, and also describe the differences between the work of a junior and a senior associate?**

Hogan Lovells' international arbitration team in Paris is headed by Laurent Gouiffès, who has extensive experience in both commercial and investment arbitration (particularly in the energy sector). He is supported by Melissa Ordoñez and Thomas Kendra, who focus their practice on Latin America and French-speaking Africa respectively. We form a close-knit and diverse team (with nearly a dozen nationalities combined) and are therefore able to work on a wide range of cases in different geographical areas, sometimes in collaboration with other offices of the firm.

As for the difference between the work of a junior and a senior associate, I'd say that it is all linked to the experience I acquired during my first few years as an associate: this led me to develop my ability to better guide the work of more junior members of the team, as well as to take a more active part in business development activities.

3. **During your Master's degree in Economic Law at Sciences Po, you devoted a gap year to internships. Would you recommend this to other students reading this, and if so, why?**

I would definitely advise all students who have the opportunity to do such a gap year to seize it: it gives them a better understanding of the reality of a lawyer's work and of the daily life in a law firm (or in a company or institution, depending on the choice of internship), and thus helps them refine their choice of specialization and/or career. On a personal note, this gap year (followed by subsequent internships at EFB) was crucial in my decision to specialize in international arbitration rather than litigation.

4. **Can you tell us about a case you worked on that had a particular impact on you?**

Without, of course, being able to go into the details of the cases in question, my most striking experiences have been the opportunities to work on several occasions for governments, whether in the context of investor-state arbitrations or advising on the implementation of new legislation. These assignments perfectly resonated with my initial interest in international relations and public affairs which I fostered at Sciences Po, and gave me an insider's view of the workings of various state bodies (both geographically and sector-wise). At a more basic level, these projects have also given me the opportunity to travel to these countries several times for work, which is always an interesting experience.

5. **You speak Portuguese as well as Spanish. At Sciences Po, you trained with a particular focus on Latin America and the Iberian Peninsula. In addition, you have represented African and European companies and states in arbitration, and acted as counsel for a Latin American state in investment arbitration. Do you think there are any particularities in the practice of international arbitration in South America?**

When it comes to investment arbitration, one of the most striking features of the arbitrations related to Latin America on which I have worked is certainly the frequent use of the language of the country (in my case, Spanish) as language of the proceedings, often alongside English.

More generally, I also note that a number of recent treaties concluded by Latin American countries contain provisions on transparency and publication of decisions: as a result, a relatively large amount of information relating to investment arbitrations in Latin America is publicly available (although this trend towards greater transparency is undoubtedly global).

6. **Finally, at UC Santa Barbara you studied international relations and conflicts on a global scale, international political economy, and also co-authored an article published by LexisNexis on the effect of international sanctions against Russia in international arbitration. Do you think there is a relationship between the stability of international relations and international arbitration, and what would be the effects on international arbitration in your opinion?**

Arbitration has traditionally been defined as the standard means of settling international trade disputes, and its practice and development have often followed the evolution of international relations. The sanctions imposed by/against Russia in connection with the war in Ukraine are a good example of that: these sanctions (like the war itself) have had a profound impact on supply chains and commercial relationships, and have resulted not only in a large number of commercial arbitrations but also potentially treaty cases.

NEXT MONTH'S EVENTS

8 February: Dinner-Debate on the review of jurisdiction in arbitration by the annulment judge in investment arbitration

Organised by the *Comité français de l'arbitrage*, CFA40

Where ? At Maison Bès – 31, boulevard Malesherbes, 75008 Paris

Website: https://www.helloasso.com/associations/cfa40/evenements/diner-debat-cfa-cfa40-8-fevrier-2024 (80€ enrolment fee)

9 February: Conference on "Arbitration and Duty of *Compliance*"

Organised by the Journal of Regulation & Compliance, and the ICC Institute of World Business Law

Where ? At Conseil Économique, Social et Environnemental – 9, place d'Iéna, 75116 Paris, or on-line

Website: https://thejournalofregulation.com/fr/article/larbitrage-international-en-renfort-de-lobligation/ (enrolment by email to anouk.leguillou@mafr.fr specifying on-line or in person attendance)

29 February: Conference on "Arbitration and the Olympic Games"

Organised by *Paris Place d'Arbitrage, Comité National Olympique et Sportif Français (CNOSF), Sorbonne Arbitrage*, Sorbonne Sport Law, *Les Cahiers de l'Arbitrage* and Jus Mundi

Where ? At Maison du Sport – 1, avenue Pierre de Coubertin, 75013 Paris

Website: https://www.eventbrite.fr/e/billets-arbitrage-jeux-olympiques-arbitration-and-the-olympic-games-806483211997 (mandatory enrolment)

INTERNSHIP AND JOB OPPORTUNITIES

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INTERNSHIP
DECHERT LLP

TRIAL,INVESTIGATIONS
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Start date: January or July 2024
Duration: 6 months
Location: aris

INTERNSHIP
NORTON ROSE FULBRIGHT

LITIGATION & ARBITATION
Start date: July 2024
Duration: 6 months
Location: Paris

INTERNSHIP
SQUIRE PATTON BOGGS

LITIGATION, INSURANCE
& ARBITRATION
Start date: January 2025
Duration: 6 months
Location: Paris

INTERNSHIP
WATSON FARLEY
& WILLIAMS

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