

**Remington Worldwide Limited v. State of Ukraine,
District Court of the Pechersk Raion of the City of Kiev, Case No. 2-K-8/12, 11
July 2012**

Yaroslav Petrov , Asters; Yuriy Radko , Asters

The Pecherskyi District Court of the City of Kyiv enforced the foreign arbitral award in the case Remington Worldwide Limited v. State of Ukraine. The court held that the petition of Remington Worldwide Limited complies, by its form and content, with the requirements on enforcement of foreign arbitral awards set forth in the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards and Ukrainian law.

Remington Worldwide Limited (the “Applicant”) filed a petition before the Pecherskyi District Court of the City of Kyiv to enforce the arbitral award of the Arbitration Institute of the Stockholm Chamber of Commerce rendered on 28 April 2011 in the case No. V (116/2008). The arbitration proceedings concerned violations by the State of Ukraine (the “Debtor”) of the Energy Charter Treaty. The arbitration tribunal recognized that the Debtor violated one provision of the Energy Charter Treaty and was obliged to compensate the Applicant USD 4,493,464.97 in damages, USD 196,010.95 as interest per annum, accrued on the damages amount until the date of rendering the award.

On 11 July 2012 the court upheld the petition of the Applicant regarding enforcement of the arbitral award. The court found that the petition met the form and content requirements on enforcement under article 4 of the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 and articles 393, 394 of the Civil Procedure Code of Ukraine. The Debtor did not contest the petition and agreed with such decision.

Particularly, the court based its decision on the following arguments: (i) the arbitral award had come into force; (ii) the Debtor was not deprived of the possibility to participate in the arbitration proceedings; (iii) the arbitral award is rendered by the Arbitration Institute of the Stockholm Chamber of Commerce, as provided by the Energy Charter Treaty ratified by the State of Ukraine on 6 February 1998; (iv) the Applicant did not exceed the time limit to initiate enforcement proceeding of a foreign court decision in Ukraine; (v) there is no decision of Ukrainian courts, which entered into force, in a dispute between the same parties, with the same subject and on the same grounds, as well as there is no pending proceedings in Ukrainian courts in a dispute between the same parties, with the same subject and on the same grounds; (vi) enforcement does not contradict the public policy of Ukraine, i.e., the grounds to refuse enforcement of the given foreign arbitral award are absent.

Author

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Jurisdiction

- **Ukraine
Court**

District Court of the Pechersk Raion
of the City of Kiev
Arbitrators/Judges

- V.V. Bortnicska, Chair
Case date
-

- 11 July 2012
Case number
-

- 2-K-8/12
Parties
-

- Claimant, Remington Worldwide Limited (United Kingdom of Great Britain and Northern Ireland)
- Defendant, State of Ukraine (Ukraine)

Key words

- Energy Charter Treaty
 - Ukraine
 - Enforcement
 - Arbitral award
 - Ukrainian court

Applicable legislation

- Public international law Energy Charter Treaty
- Public international law Energy Charter Treaty

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