

Copy

Register number 2017/31021
Date of the judgment 11/12/2017
Docket number 17/3560/B

Delivered to Date: Amount: EUR	Delivered to Date: Amount: EUR	Delivered to Date: Amount: EUR
---	---	---

not to submit to the
inspector

ORU – ARB
SA 257 and 258/2017

**Court of first instance of
Brussels, French-speaking
division,
Civil Section**

**Order
Exequatur Arbitral
Award**

Presented on
Not to register

**Ex parte application (Art. 1719 to
1721 BJC)
civil matters**

Applicants:

- 1. STATI Anatolie,**
- 2. STATI Gabriel,**
- 3. LA ASCOM GROUP SA,**
- 4. LA TERRA RAF TRANS TRADING LTD;**

We, Mr J-P. MINOT, Judge at the Court of first instance of Brussels, French-speaking division, appointed by the President pursuant to Articles 1680(6), 1719 to 1721, of the Judicial Code;

Assisted by Ms. D. FERON, deputy clerk;

In view of the Act of 15 June 1935 on use of language in judicial matters;

In view of the *ex parte* application filed with the Court's registry on 13 November 2017 and the exhibits; It has to be noted that the application was received by the Judge on 16 November 2017;

In view of the exhibit transmitted unofficially and before the beginning of the proceedings by the counsel for the Republic of Kazakhstan, by email dated 15 November 2017 and the letter received on 21 November 2017; That exhibit was added in the case file by the Judge on 21 November 2017;

In view of the telephone conversations with the applicants' counsel;

In view of the email of the applicants' counsel dated 23 November 2017, received by the Court on 24 November 2017 and by the Judge on 27 November 2017;

In view of the letter of the applicants' counsel dated 1st December 2017, received by the Court's registry on the same day;

In view of the informal hearing with the applicants' counsel on 7 December 2017 at 11.00 am, during which they filed submissions and an additional exhibit;

In view of the above mentioned submissions which are attached to the order;

In view of the arbitral awards dated 19 December 2013 and 14 January 2014 attached herewith, handed down in Stockholm (Sweden);

In view of Articles 1680(6), 1719 to 1721, of the Judicial Code;

Considering that the applicants seek the recognition and enforcement of the said arbitral awards;

Considering that it should be noted that the said arbitral awards were handed down in a dispute between the applicants and the Republic of Kazakhstan;

Considering that that dispute has been ruled upon within the framework of the Energy Charter Treaty “ECT” which provides for international arbitration in case of disputes between investors, which is the case of the four applicants, and a State party to the ECT;

Considering that the arbitrators were appointed as follows:

- One by the applicant, arbitrator HAIGH,
- One by the Republic of Kazakhstan, arbitrator LEBEDEV;
- And the President of the Arbitral Tribunal, President BÖCKSTIEGEL;

Considering that nothing appears from the file as suspect in the constitution of the Arbitral Tribunal;

Considering that the first arbitral award counts approximatively 440 duly reasoned pages;

Considering that nothing appears from the reading of that first award as suspect;

Considering in essence that the Arbitral Tribunal considers that the State of Kazakhstan exercised regular controls from 2002 until November 2008; That everything has started to change after the order of the President of the Republic of Kazakhstan of 14/16 October 2008; That from 12 November 2008, diverse controls exercised by the State of Kazakhstan have not been normal and regular controls arising from the powers of a sovereign State anymore but have equated to harassment which led to the expropriation without saying it officially of the investments and assets of the applicants; That it is referred to paragraphs 1085 to 1095 of the first arbitral award, and pages 240 to 243 of the French translation;

Considering that the State of Kazakhstan would seem to support that the arbitral awards would have been obtained by fraud;

Considering that the applicants rightly point out in their exequatur application (paragraphs 6 page 4) and their submissions (paragraph 5 pages 2 and 3) that the Swedish courts have ruled on the merits in the context of a setting aside application of the arbitral awards; That it is referred to the judgment of the Svea Court of Appeal (Sweden) dated 6 December 2016 (Exhibit 3) and to the decision of the Supreme Court of Sweden dated 24 October 2017 (Exhibit 4); That according to the Swedish Courts the existence of a potential fraud did not have any impact on the arbitral awards;

Considering that the State of Kazakhstan would invoke an English decision dated 6 June 2017 from the High Court of Justice, Queens Bench Division Commercial Court; That it is a procedure similar to summary proceedings; That it is the exhibit transmitted unofficially by the counsel for the State of Kazakhstan; That the applicants reply to that argument in their submissions by arguing that the English judge has not decided that a fraud did exist but has only raised that possibility; That that English decision has no impact in Belgium; That the same does not apply for the above mentioned Swedish decisions on the merits which have dismissed the setting aside application of the arbitral awards;

Considering that under those circumstances, there is no reason not to grant the exequatur of the arbitral awards in Belgium; That no breach of Belgian international public policy is found at this stage;

Considering that the State of Kazakhstan is entitled to lodge a third-party opposition against the order;

Considering that the claims have to be withheld;

FOR THESE REASONS,

We grant the recognition and enforcement of the arbitral awards;

Handed down in Brussels, in our Cabinet, Justice Palace – Montesquieu building, on 11 December 2017;

Feron D.

Minot J-P.

EXEQUATURE APPLICATION

(Articles 1720 et seq. of the Judicial Code)

To the President and judges
of the Court of First Instance of
Brussels, French-speaking division

- 1) Mr **ANATOLIE STATI**, residing at Dragomirna street, 20 Chisinau, MD-20008, Moldova;
- 2) Mr **GABRIEL STATI**, residing at Ghiocilor street 1A Chisinau, MD-20008, Moldova;
- 3) The company under foreign law, **ASCOM GROP S.A.**, having its registered office at A. Mateevici street 75 A, 20 Chisinau, MD-20008, Moldova (hereinafter "**Ascom Group**");
- 4) The company under foreign law **TERRA RAF TRANS TRADING LTD.** (hereinafter, "**Terra Raf**"), having its registered office at 13/1 Line Wall Road, Gibraltar.

Assisted by Mr Stan Brijs and Ms. Charlotte De Muynck, attorneys-at-law at the Brussels Bar, having their office at 1000 Brussels, Chaussée de la Hulpe 120, where election of domicile is made by the applicants,

EXPOSES WITH RESPECT:

1. *Background.* The State of Kazakhstan owns natural minerals in the form of oil and gas and in the past has expressed the wish to attract investors for the operation of these minerals. For this reason, Kazakhstan has ratified the Energy Charter Treaty (hereinafter "TCE").

Between 1999 and 2003 Anatolie Stati (First Applicant) and his son Gabriel Stati (Second Applicant) – via the companies Ascom Group (Third Applicant) and Terra Raf (Fourth Applicant) – acquired shares in two Kazakh companies: Kazpolmunay LLP (hereinafter "**KPM**") and Tolkyneftegaz LLP (hereinafter "**TNG**"). KPM was the owner of the operating rights with regard to the Borankoil oil field. TNG had similar operating rights with regard to the Tolkyne and Tabyl Bloc oil fields.

2. *The dispute.* A dispute has arisen between the Applicants and the State of Kazakhstan.

After the Applicants had invested substantial amounts running into hundreds of millions of US dollars in order to make the oil fields profitable and build an LPG power station, Kazakhstan started a defamation and intimidation campaign against the Applicants in order to acquire the investments of the Applicants at knock-down prices. When this plan failed, Kazakhstan simply appropriated the Applicants' investments, without any consideration in return.

3. *Arbitration proceedings.* Pursuant to Article 26 of the Energy Charter Treaty:

“1. Disputes between a Contracting Party and an Investor of another Contracting Party relating to an Investment of the latter in the Area of the former, which concern an alleged breach of an obligation of the former under Part III shall, if possible, be settled amicably.

2. If such disputes cannot be settled according to the provisions of paragraph (1) within a period of three months from the date on which either party to the dispute requested amicable settlement, the Investor party to the dispute may choose to submit it for resolution:

[...]

c) in accordance with the following paragraphs of this Article.

[...]

4. In the event an Investor chooses to submit the dispute for resolution under subparagraph (2)(c), the Investor shall further provide its consent in writing for the dispute to be submitted to:

[...]

*c) an **arbitral proceedings under the Arbitration Institute of the Stockholm Chamber of Commerce**”.*

The Applicants have introduced the arbitration proceedings against Kazakhstan before the Arbitration Institute of the Stockholm Chamber of Commerce, by arguing that Kazakhstan has failed to comply with its obligations under the ECT. The Applicants asked for 2,5 Billion USD as damages in the arbitration proceedings.

4. *Arbitral awards.* On 19 December 2013, the arbitral tribunal, consisting of three internationally renowned arbitrators and acting under the auspices of the Arbitration Institute of the Stockholm Chamber of Commerce (hereinafter the “**Tribunal**”) issued their arbitral award (hereinafter the “**Arbitral Award**”) (**Exhibit 1**) supplemented on 17 January 2014 (hereinafter, the “**Additional Arbitral Award**”) (**Exhibit 2**).

- In the Arbitral Award (**Exhibit 1**), the Tribunal rejected certain jurisdiction and other defenses put forward by Kazakhstan and ruled that Kazakhstan had committed a breach of its obligation, as laid down in Article 10(1) ECT, to treat the investors in a “fair and equitable” manner (Arbitral Award, para. 1095). The Tribunal also ruled that the unlawful conduct of Kazakhstan had caused the Applicants to suffer damage and that Kazakhstan was liable for this damage. In the Arbitral Award, the Tribunal ordered Kazakhstan to pay a total amount of USD 506,660,597.40 (being the sum of USD 497,685,101 and USD 8,975,496.40) (Arbitral Award, p. 414).
- In the Additional Arbitral Award (**Exhibit 2**) the Tribunal, in line with the Swedish Arbitration Act, also specified the costs and determined that the arbitration costs amounted to EUR 1,069,470.98¹. On the basis of para. 4.1 of the above-mentioned Arbitral Award (**Exhibit 1**), Kazakhstan was ordered to pay 3/4 of that amount to the Applicants, being EUR 802,103.24.

The Applicants ask this Court to grant enforcement of the Arbitral Award and of the Additional Arbitral Award.

5. *The arbitral awards are final and binding.* The Arbitral Award and the Additional Arbitral Award are both final and binding. The Applicants refer in this respect to Article 26(8) ECT and to Article 40 of the Arbitration Regulation of the Stockholm Chamber of Commerce (version 2010).

- Article 26(8) ECT provides that : “*The awards of arbitration, which may include an award of interest, shall be **final and binding** upon the parties to the dispute. An award of arbitration concerning a measure of a sub-national government or authority of the disputing Contracting Party shall provide that the Contracting Party may pay monetary damages in lieu of any other remedy granted. Each Contracting Party shall carry out without delay any such award and shall make provision for the effective enforcement in its Area of such awards.*”
- Article 40 of the Arbitration Rules of the Stockholm Chamber of Commerce (version 2010) provides that : “*An award shall be **final and binding** on the parties when rendered. By agreeing to arbitration under these Rules, the parties undertake to carry out any award without delay.*”

¹ This is the sum of arbitration costs listed in the Additional Arbitral Award (**Exhibit 2**), being EUR 400,000 + EUR 80,903.13 + EUR 240,000 + EUR 33,357.61 EUR + EUR 240,000 + EUR 15,210.24 + EUR 60,000.

6. *The setting aside proceedings initiated by Kazakhstan in Sweden were dismissed.* In March 2014, Kazakhstan initiated proceedings to set aside the Arbitral Award and the Additional Arbitral Award before the Svea Court of Appeal (i.e., the competent supervising court in Sweden). Kazakhstan claimed before the Svea Court of Appeal that the Arbitral Award and the Additional Arbitral Award be set aside fully or partially.

However, the validity of both the Arbitral Award and the Additional Arbitral Award was confirmed in the setting aside proceedings instituted at the request of Kazakhstan before the Svea Court of Appeal in Sweden, which fully rejected the claim to set aside the Arbitral Award and the Additional Arbitral Award (**Exhibit 3**)².

According to Article 43(2) of the Swedish Arbitration Act, the Svea Court of Appeal ruled that the Swedish Court Ruling could not be appealed against before the Swedish Supreme Court (**Exhibit 3**, p. 66). Nevertheless, Kazakhstan brought an extraordinary remedy before the Swedish Supreme Court to set aside the Swedish Court Ruling on the basis of a ‘grave procedural error’ allegedly committed by the Svea Court of Appeal. In a recent decision handed down on 24 October 2017 (**Exhibit 4**), the Swedish Supreme Court firmly rejected the claim put forward by Kazakhstan and ruled that “*The Republic of Kazakhstan has not shown any circumstances that constitute grave procedural error. The Supreme Court rejects the Republic of Kazakhstan’s request for extraordinary review*”.

7. *Protective garnishment laid in Belgium against the State of Kazakhstan on the basis of the arbitral awards.*

In order to ensure payment of the amounts due to them by Kazakhstan (i) by virtue of the Arbitral Award for a total amount of USD 515.822.966,35 USD as of 28 September 2017 and (ii) by virtue of the Additional Arbitral Award for a total amount of 802.103,24 EUR, on 29 September 2017, the Applicants filed a request before the Enforcement Court of the Court of First instance of Brussels to seek the permission to lay a protective attachment against Kazakhstan (including the National Fund of the State of Kazakhstan managed by the Bank of New York Mellon in Brussels), in accordance with article 1412^{quinquies}(2) of the Belgian judicial Code.

By an order dated 11 October 2017, the Enforcement Court of the Court of First instance of Brussels granted the request for leave to lay a protective attachment against Kazakhstan and authorized the garnishment of the National Fund managed by the Bank of New York Mellon in Brussels (**Exhibit 6**).

² On 15 September 2017, Kazakhstan also requested the Swedish Supreme Court, on an *ex parte* basis, to order the stay of the enforcement of the Swedish Court Ruling as far as the payment of the procedural costs of the Applicants was concerned, to which it had been ordered by the Svea Court of Appeal. On 20 September 2017, the Swedish Supreme Court, through a decision handed down by its Chief Justice, dismissed Kazakhstan’s *ex parte* application to stay the enforcement (**Exhibit 4**).

The protective garnishment has been laid on 13 October 2017 (**Exhibit 7**) and notified to the State of Kazakhstan on 20 October 2017. On 30 October 2017, the Bank of New York Mellon issued its garnishee statement, thereby confirming that the bank (through its London branch) held and thus froze following the garnishment, almost 22 Billion USD belonging to the State of Kazakhstan.

In order to ensure payment of the amounts due to them pursuant to the Arbitral Awards, the Applicants also laid, successfully, (protective) garnishments on the State of Kazakhstan's assets in the Netherlands, in Sweden and in Luxembourg. Similar proceedings are still pending in the UK and in the US, although no protective garnishment has been allowed by these two jurisdictions so far.

8. *The exequatur.* The Arbitral Award and the Additional Arbitral Award issued by the Arbitration Institute of the Stockholm Chamber of Commerce are both final and binding and are the subject-matter of the present exequatur application.

It should also be noted that the language of the proceedings was English while the seat of the arbitration was in Stockholm (Sweden), under the auspices of the Arbitration Institute of the Stockholm Chamber of Commerce. Under the present exequatur procedure, an official copy of both Awards (in English) (**Exhibits 1 and 2**) as well as a sworn translation of the Arbitral Award and the Additional Arbitral Award are given to the Court (**Exhibit 8**).

Moreover, the Awards do not contravene with the requirements set forth in Article 1721 of the Judicial Code, so that the Court of first instance cannot refuse their recognition and their declaration of enforceability.

The Court shall have jurisdiction, pursuant to Article 1720(2) of the Judicial Code.

* *
*

Under all reservations and without any adverse recognition.

FOR THESE REASONS,

MAY IT PLEASE THE COURT OF FIRST INSTANCE OF BRUSSELS, FRENCH-SPEAKING DIVISION TO

Declare the arbitral award dated 19 December 2013 and the arbitral award dated 17 January 2014 issued by the Arbitration Institute of the Stockholm Chamber of Commerce in the dispute between the Applicants and the State of Kazakhstan, enforceable pursuant to Article 1720 of the Judicial Code.

Brussels, 14 November 2017

For the Applicants,

Their counsel,



Charlotte De Muynck



Stan Brijs

List of Exhibits

File of Stan Brijs and Charlotte de Muynck

1. Arbitral award dated 19 December 2013 issued by the Arbitration Institute of the Stockholm Chamber of Commerce (Sweden) (official copy in English)
2. Arbitral award dated 17 January 2014 issued by the Arbitration Institute of the Stockholm Chamber of Commerce (Sweden) (official copy in English)
3. Decision of the Svea Court of Appeal (Sweden) handed down on 9 December 2016 dismissing the setting aside application of the Arbitral Awards brought by the Kazakhstan (sworn translation into French)
4. Decision of the Swedish Supreme Court dated 24 October 2017 dismissing the setting aside application of the Arbitral Awards brought by the Kazakhstan (sworn translation into French)
5. Decision of the Swedish Supreme Court dated 20 September 2017 dismissing the application for a stay brought by the Kazakhstan (translation into English).
6. Decision handed down by the enforcement court of the Court of first instance, Dutch-speaking division dated 11 October 2017 authorizing a protective garnishment against the State of Kazakhstan (Dutch version)
7. Garnishment order against the State of Kazakhstan as transmitted to the Bank of New York Mellon (Brussels) on 13 October 2017 (Dutch version)
8. Sworn translation into French of the Arbitral Award of 19 December 2013 and of the Arbitral Award of 17 January 2014 handed down by the Arbitration Institute of the Stockholm Chamber of Commerce

**COURT OF FIRST INSTANCE OF BRUSSELS, FRENCH-SPEAKING DIVISION
RG: 17/3560/B**

WRITTEN SUBMISSIONS

For:

- 1) Mr **ANATOLIE STATI**, residing at Dragomirna street, 20 Chisinau, MD-20008, Moldova;
- 2) Mr **GABRIEL STATI**, residing at Ghiocilor street 1A Chisinau, MD-20008, Moldova;
- 3) The company under foreign law, **ASCOM GROU S.A.**, having its registered office at A. Mateevici street 75 A, 20 Chisinau, MD-20008, Moldova (hereinafter “**Ascom Group**”);
- 4) The company under foreign law **TERRA RAF TRANS TRADING LTD.** (hereinafter, “**Terra Raf**”), having its registered office at 13/1 Line Wall Road, Gibraltar.

Hereinafter, the “**Applicants**”;

Assisted by Mr. Stan Brijs (stan.brijs@nautadutilh.com, Tel. 00.32.2.566.81.92) and Ms. Charlotte de Muynck (charlotte.demuynck@nautadutilh.com, Tel. 00.32.2.566.81.34), attorneys-at-law at the Brussels Bar, having their office at 1000 Brussels, Chaussée de La Hulpe 120, where election of domicile is made by the applicants,

1. *Introduction.* In addition to their *ex parte* application dated 14 November 2017, the Applicants would like to bring to your Court additional clarifications on (i) the claims of the State of Kazakhstan stating that the arbitral award would be fraudulent, knowing that these claims have been described and dismissed by the Swedish Court Ruling reproduced in exhibit 3 of our file and (ii) on the English decision mentioned in the Applicants’ letter dated 23 November 2017.

2. *The English decision dated 6 June 2017 The High Court of Justice, Queens Bench Division, Commercial Court was handed down in the context of “summary proceedings” that can be assimilated to a summary proceedings (“référé”).* No decision on the merits has been issued over an alleged fraud and the opposition of Kazakhstan to the exequatur – granted by the English court upon *ex parte* application – has been postponed. The English judge limited himself to decide that given the elements brought by the State of Kazakhstan, the argument of fraud and the impact of a potential fraud on the arbitral award must be submitted to a court deciding on the merits (“*trial*”). However this decision issued *prima facie* is surprising and subject to criticism because the Swedish Courts – the State of origin of the arbitral award where setting aside proceedings have been filed – have already dismissed twice (see hereinafter, No 5) the argument of fraud by a final decision issued between the same parties.

Besides, the English decision dated 6 June 2017 is not a decision refusing the exequatur in the UK, the judge has enacted a procedural calendar on the merits and the judgment on the merits will probably not be handed down before March or April 2019, considering that the hearings are scheduled in November 2018.

3. *The English decision dated 6 June 2017 has no impact in Belgium.* Aside from the fact that that decision does not refuse the exequatur, so as whatever the English Courts would decide makes little difference since the effects of these decisions will in any event be limited to the English territory and grounded on the English public policy. *Exequatur on exequatur is not valid.* The English decision related to the exequatur cannot be recognised or enforced in the Belgian territory. The creditor is indeed compelled to obtain the exequatur in every jurisdiction where he seeks to enforce the arbitral award. Every seized court, further to an independent assessment, will grant or not the exequatur whose effects will be limited to its territory. The Belgian judge has the sole jurisdiction in the Belgian territory and is absolutely not bound by a decision granting the exequatur abroad. This is why the Applicants have deemed that it is not necessary to provide the Court with a detailed overview of the exequatur proceedings in the different countries.

4. *An application for permission to appeal the English decision has been filed.* The Applicants have filed an application for permission to appeal the English decision dated 6 June 2017 with the Court of Appeal. Parties have exchanged their written observations. These proceedings are still pending.

5. *Swedish judges have irrevocably dismissed the argument of fraud invoked as a ground for annulment of the arbitral award.* Each exequatur judge has to comply with the *res judicata* of the decision of the Svea Court of Appeal in Stockholm and confirmed by the Swedish Supreme Court which irrevocably dismissed the argument of fraud invoked by the Republic of Kazakhstan in its application for the setting aside of the arbitral award. That argument has indeed been assessed and dismissed (see Exhibit 3, para. 5.3.1 “Annulment due to the fraudulent arrangement, false evidence, misleading information, etc.”). The Court has decided that even if a fraud did exist as asserted by the Republic of Kazakhstan, it did not have any impact on the decision of the arbitral tribunal in the arbitral award. That last issue related to the causality/impact of the alleged fraud is thus ruled upon between the parties, as the Republic of Kazakhstan has expressly admitted in the English proceedings that its allegations related to the lack of arbitration agreement, constitution of the arbitral tribunal and procedural irregularities have all *res judicata* further to the Swedish decision, precluding it to reiterate these arguments (see para. 5 *juncto* 9 of the English decision).

It should be noted that despite the fact that the Court of Appeal of Stockholm has already decided, that its decision was not subject to any remedy before the Swedish Supreme Court, pursuant to the applicable procedural rules, the State of Kazakhstan has nonetheless lodged an extraordinary remedy before that Supreme Court in order to reverse the decision of the Court of Appeal. Yet that remedy was dismissed by the Swedish Supreme Court by a decision dated 24 October 2017 (Exhibit 4).

In that regard, the Swedish Supreme Court has handed down that decision while knowing about the English decision dated 6 June 2017 of the High Court of Justice, Queens Bench Division, Commercial Court of London, as a copy of that decision was submitted to it by a letter dated 6 July 2017 whereby the counsel for the State of Kazakhstan specify that the arguments raised in the UK are the *same* than those raised before the Swedish Supreme Court (Exhibit 9).

Under all reservations and without any adverse recognition.

FOR THESE REASONS,

MAY IT PLEASE THE COURT OF FIRST INSTANCE OF BRUSSELS, FRENCH-SPEAKING DIVISION TO

Declare the arbitral award dated 19 December 2013 and the arbitral award dated 17 January 2014 issued by the Arbitration Institute of the Stockholm Chamber of Commerce in the dispute between the Applicants and the State of Kazakhstan, enforceable pursuant to Article 1720 of the Judicial Code.

Brussels, 7 December 2017

For the Applicants,

Their counsel,

Charlotte De Muynck



Stan Brijs



List of Exhibits

File of Stan Brijs and Charlotte de Muynck

1. Arbitral award dated 19 December 2013 issued by the Arbitration Institute of the Stockholm Chamber of Commerce (Sweden) (official copy in English)
2. Arbitral award dated 17 January 2014 issued by the Arbitration Institute of the Stockholm Chamber of Commerce (Sweden) (official copy in English)
3. Decision of the Svea Court of Appeal (Sweden) handed down on 9 December 2016 dismissing the setting aside application of the Arbitral Awards brought by the Kazakhstan (sworn translation into French)
4. Decision of the Swedish Supreme Court dated 24 October 2017 dismissing the setting aside application of the Arbitral Awards brought by the Kazakhstan (sworn translation into French)
5. Decision of the Swedish Supreme Court dated 20 September 2017 dismissing the application for a stay brought by the Kazakhstan (translation into English).
6. Decision handed down by the enforcement court of the Court of first instance, Dutch-speaking division dated 11 October 2017 authorizing a protective garnishment against the State of Kazakhstan (Dutch version)
7. Garnishment order against the State of Kazakhstan as transmitted to the Bank of New York Mellon (Brussels) on 13 October 2017 (Dutch version)
8. Sworn translation into French of the Arbitral Award of 19 December 2013 and of the Arbitral Award of 17 January 2014 handed down by the Arbitration Institute of the Stockholm Chamber of Commerce
9. Letter dated 6 July 2017 of the counsel for the State of Kazakhstan to the Swedish Supreme Court (informal translation from Swedish)

* *

*