

**FRENCH REPUBLIC
ON BEHALF OF THE FRENCH PEOPLE**

PARIS COURT OF APPEAL

International Commercial Chamber
Division 5 - 16

JUDGMENT OF 4 JULY 2019

(No 8, 11 pages)

General Directory Entry Number : **RG19/08038 - No Portalis 35L7-V-B7D-B7XON**

Decision referred to the Court: Judgement of 18 April 2019 - PARIS Commercial Court - RG No 2018029833

APPELLANT:

SAS ANJU ENTERPRISES

Having its registered office at 10 Avenue Marcelin Berthelot 92390 VILLENEUVE LA GARENNE

No SIRET : 344 232 343

Represented by its legal representatives

Represented by..., member of the Paris Bar [...]

Having as litigator Me [] AARPI [] - Law firm, member of the Paris Bar

RESPONDENT:

SOCIÉTÉ UNILEVER UK LIMITED, (“UNILEVER”), a company incorporated under British law

Having its registered office at Unilever House, Springfield Drive

LEATHERHEAD KT22 7GR

UNITED KINGDOM

Represented by its legal representatives

Represented by..., member of the Bar of : [...]

Having as litigator Me [] AARPI [] -, member of the Paris Bar

COURT COMPOSITION

The case was heard on 4 June 2019 in public hearing, before the Court composed of:

François ANCEL, President

Fabienne SCHALLER, Judge

Laure ALDEBERT, Judge

who ruled on the case, a report was presented at the hearing by François ANCEL in accordance with Article 785 of the Code of Civil Procedure.

Clerk at the hearing: Cyrielle BURBAN

JUDGMENT

- Adversarial
- judgment made available at the Clerk's office of the Court, the parties having been notified in advance under the conditions provided for in the second paragraph of Article 450 of the Code of Civil Procedure.
- signed by François ANCEL, President and by Cyrielle BURBAN, Clerk to whom the minute was delivered by the signatory judge.

STATEMENT OF THE FACTS AND PROCEDURE

Facts

1. Anju Enterprise (hereinafter 'Anju') is a company incorporated under French law with registered office in Villeneuve la Garenne (Postal Code : 92390).
2. Unilever UK Limited (hereinafter 'Unilever') is a company incorporated under British law with registered office in Leatherhead (England).
3. Anju distributes in France since 1994 the tea PG. TIPS produced by Unilever.
4. On 3 June 2013, after 19 years of trade partnership, Unilever and Anju concluded a non-exclusive distribution agreement with a jurisdiction clause (Article 15-9) conferring exclusive jurisdiction to the English courts in case of litigation.

Procedure

5. Noticing that Unilever refused to fulfil its orders since December 2017 and considering to be victim of an abrupt termination of commercial relationships and of an abuse of dominant position, Anju brought an action against Unilever on 23 May 2018 before the Paris Commercial Court on the grounds of Articles L. 442-6, L. 420-2 of the Commercial Code seeking damages in the sum of EUR 202,467 in compensation of the abrupt termination of commercial relationships, of EUR 809,870 in compensation of the abuse of dominant position, EUR 900,000 in compensation of its commercial harm and EUR 1,000,000 in compensation of its moral harm.
6. Unilever raised in limine lis the lack of jurisdiction of the French court pursuant to Article 15-9 of the contract concluded between the parties providing for the English court's jurisdiction.
7. In its judgment of 18 April 2019, the Paris commercial Court, ruling solely on jurisdiction :
 - Found Unilever's plea of lack of jurisdiction admissible and with merits ;
 - Ruled it has no territorial jurisdiction ;
 - Ordered the parties to better lodge their claim.
8. Anju lodged an appeal against this judgment by notice of appeal dated 30 April 2019 and after being authorised to do so by an order dated 2 May 2019, summoned Unilever by bailiff's writ dated 13 May 2019 to appear on a fixed date for a hearing on 4 June 2019.

II- CLAIMS OF THE PARTIES

9. According to its latest submissions sent electronically on 3 June 2019, Anju requests the Court, pursuant to Articles 84 of the Code of Civil Procedure, L. 442-6 of the Commercial Code, D. 442-3 of the Commercial Code, L. 420-2 of the Commercial Code, 102 of the TFEU, of the Regulation (EC) No 44/2001 and of the Regulation (UE) No 1512/2012, to :

- Overturn the judgement in all its provisions;

Ruling again :

- Find the jurisdiction clause inapplicable and void according to the English Common law on the ground of 'economic duress' and of 'undue influence'.

- Order Unilever to pay Anju the sum of EUR 5,000 under Article 700 and all the costs, including the legal fees of Maître Pascale Flauraud, member of the Paris Bar, in accordance with the provisions of Article 699 of the Code of Civil Procedure.

10. According to its latest submissions sent electronically on 29 May 2019, Unilever requests the Court, pursuant to Articles 74 and 75 of the Code of Civil Procedure, 23 of the Regulation (CE) No 44/2001 and Article 25 of the Regulation (UE) No 1215/2012, to :

- Uphold the judgment of the Paris Commercial Court of 18 April 2019 in all its provisions;

- Order Anju Enterprises to pay Unilever UK the sum of EUR 10,000 for legal fees and all costs of the proceedings, including the legal fees of ().

III - PLEAS OF THE PARTIES

11. Anju argues that its action falls within the jurisdiction of the Paris Commercial Court by application of Article D. 442-3 of the Commercial Code which is binding and cannot be overridden by a jurisdiction clause, the harmful events resulting from the infringement of Articles L. 442-6 and L. 420-1 having taken place on French territory, which is also the place of the performance of the obligation in question and the place of delivery of the goods, being specified that the parties cannot, in matters of tortious liability, provide for a jurisdiction clause such as that of the contract.

12. Anju further asserts that both the action based on the abrupt termination of commercial relationships and that based on the abuse of dominant position are tortious in nature and that consequently the determination of the competent court falls within the application of Article 5-3 of the Regulation (EC) No 44/2001 referred to as Brussels I Regulation which provides that '*A person domiciled in a Member State may, in another Member State, be sued: in matters relating to tort, delict or quasi-delict, in the courts for the place where the harmful event occurred or may occur*'. It argues that the harmful event is located at the place of its registered office, so that the French courts shall have jurisdiction.

13. Anju adds that the jurisdiction clause shall be set aside because of its abstract and imprecise character. It demonstrates that such a clause can be taken into account only if it refers to the dispute over the liability incurred from of an infringement to competition law. It considers in this regard that the abrupt termination of commercial relationships occurred in the present case abruptly in December 2017 and that the first judges failed to assess the disputed clause in

accordance with Article 25 of Regulation (EU) No 1215/2012 referred to as Brussels I Regulation (recast), applicable to actions brought after 10 January 2015, which precludes the application of the clause if it is null and void as to its substantive validity under the law of the designated Member State. It thus considers that the disputed clause is null and void because it was the victim of abusive exploitation of its economic dependence, arguing that it would never have accepted this clause if it had been able to anticipate an abrupt, unjustified and abusive termination of the contract followed by a refusal to sell. It recalls that at the time of the conclusion of the contract in which the clause is inserted, it was in a situation of economic dependence and Unilever in a dominant position as a wholesaler, creating a manifest imbalance between the parties to its detriment. It submits in this regard that the decisions invoked by Unilever handed down by the Paris Court of Appeal in 2018 are not relevant in the light of the different factual circumstances in the present case and to their reference to Brussels I Regulation and not Brussels I Regulation (recast), which is the only one applicable.

14. Anju further asserts that in view of the commercial relationships existing prior to the regularisation on 3 June 2013 and to the circumstances surrounding the conclusion of the disputed contract at that time, the jurisdiction clause is null and void based on English law and Common law providing the doctrine of 'economic duress' — English meaning of the economic constraint — and of 'Equity' which enshrines 'undue influence », i.e the abusive influence.
15. Anju specifies that the clause is not applicable because of the abuse of economic dependence characterised towards Unilever. It thus states that the three cumulative criteria of economic dependence, namely (1) the existence of a situation of economic dependence, (2) abuse of that situation and (3) an actual or potential effect on the functioning or structure of competition on the market, are in this case met even before the signing of the distribution contract containing the clause conferring jurisdiction, so that the anti-competitive practices found are unrelated to the contractual relationship in the context of which the clause conferring jurisdiction was concluded, and that that clause cannot therefore be applied.
16. Regarding the abuse of dominant position, Anju asserts that Unilever is the only wholesaler in France of PG. TIPS tea, which is a leading product in the Anju's distribution network and that it was the only one to commercialise in France for 24 years. It therefore considers being in a situation of economic dependence on Unilever. It points out that the commercial relationships having occurred out of the contractual frame since July 1994, it had no other choice than regularising a distribution contract since this company was the only supplier for the PG.TIPS tea it commercialises in France to Indian, Pakistanis, African communities.
17. As a response, Unilever points out that the positive law now applies jurisdiction clauses to actions based on abrupt termination of commercial relationships and abuse of dominant position, when arising from the contractual relationship. Unilever specifies that in the present case the Anju's claims are all directly related to the contract since, on the one hand, the first claim deals with the termination of the distribution contract which materialises the claim based on the abrupt termination of the commercial relationship and, on the other hand, the second claim relates to Unilever's refusal to fulfil the orders, which are made in execution of the contract between the parties, according to the process set out in Article 5. 4. 2 of the contract. Unilever infers from this that the grievances from Anju are not unrelated to the contractual relationship, in accordance with the criterion now enshrined by the Court of Justice of the European Union in its judgment of 24 October 2018 (*C – 595/17 Apple Sales International*)
18. Unilever adds that the judgment of the CJEU of 24 October 2018 (*Apples Sales International*) handed down under Brussels I Regulation shall also be applied with Brussels I Regulation (recast), all the more so as Article 25 of the Brussels I Regulation (recast) shows a

reinforcement of the scope of the jurisdiction clauses since they can now be concluded in favour of a court of a Member State even though none of the parties has its domicile in the EU.

19. Unilever considers that Anju cannot pretend to have been surprised by the application of the jurisdiction clause whilst the terms used by Article 15-9 of the contract encompass 'any dispute or litigation that may arise in connection with this agreement', and that the parties specified it would find application « *whether the litigation or disputes are of a contractual nature or not, such as claims in tort for breach of any statute, regulation or otherwise* », which shows that the parties have intended to cover both the abrupt termination and abuse of dominant position.
20. Regarding the nullity of the clause, Unilever argues that Anju does not demonstrate that such a nullity would be incurred under English law.
21. Unilever recalls that the relative importance of the parties - size, revenues, number of employees, etc- has no effect on the applicability of the jurisdiction clause. It adds that Anju is not a 'small' company (its revenues grow to EUR 21,5 millions), nor a company focused on France but an economic operator used to international exchanges, so that it does not understand what would prevent it from bringing an action before the English judge. It also disputes having imposed the said clause and specifies that the reference to the English judge was logical for both parties since their contract was worded in English, their exchanges have always been worded in English, the Anju's managers had a perfect command of the English-speaking environment and Anju was an economic operator operating in many countries and not only in France.
22. The Court refers, for a fuller statement of the facts and claims of the parties, to the decision taken and the submissions referred to above, pursuant to the provisions of Article 455 of the Code of Civil Procedure.

IV - REASONS FOR THE DECISION

On the applicability of the jurisdiction clause over the claims based on Articles L. 442-6 I and L. 420-1 of the Commercial Code

23. As this action for damages was brought on 23 May 2018 by a company governed by French law with its registered office in France against a company governed by English law with its registered office in England, the court is dealing with a dispute which falls within the scope in time and space of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, which the parties agree is applicable to the case.
24. Pursuant to Article 4. 1 of that Regulation, '*Subject to this Regulation, persons domiciled in a Member State shall, whatever their nationality, be sued in the courts of that Member State.*'
25. However, pursuant to Article 5.1 of Regulation 1215/2012, persons domiciled in a Member State may also be sued in the courts of another Member State under the rules set out in Sections 2 to 7 of the Chapter on "Jurisdiction", i.e. Articles 7 to 26 of that Regulation.
26. Pursuant to Article 25(1) of Regulation No 1215/2012, if the parties, regardless of their domicile, have agreed that a court or courts of a Member State are to have jurisdiction to settle any disputes which have arisen or which may arise in connection with a particular legal relationship, these courts shall have jurisdiction unless the validity of the agreement conferring jurisdiction is

null and void as to its substantive validity under the law of that Member State. Such jurisdiction shall be exclusive unless the parties have agreed otherwise.

27. In this respect, in accordance with the decision of the Court of Justice of the European Union of 21 May 2015 (CJEU C-352/13 - *Hydrogen Peroxide SA v. Akzo Nobel NV* ; see also Case C-214/89 of 10 March 1992 - *Powell Duffryn plc v. Wolfgang Petereit*) in order to avoid a party being taken by surprise by the assignment of jurisdiction to a given forum as regards all disputes which may arise out of its relationship with the other party to the contract and stem from a relationship other than that in connection with which the agreement conferring jurisdiction was made, a jurisdiction clause can concern only disputes which have arisen or which may arise in connection with a particular legal relationship, which limits the scope of an agreement conferring jurisdiction solely to disputes which arise from the legal relationship in connection with which the agreement was entered into.

28. In the present case, it is common ground that, although the commercial relationships between the parties began in 1994, they materialised as from 3 June 2013 and have been governed since that date by the conclusion of a non-exclusive distribution agreement containing a clause 15.9 which reads as follows: "*This agreement and any litigation or dispute that may arise in connection with this agreement (whether the litigation or disputes are of a contractual nature or not, such as claims in tort for breach of any statute, regulation or otherwise), shall be governed by and construed in accordance with English law. The parties hereby irrevocably submit to the exclusive jurisdiction of the English courts for the resolution of such litigation or disputes*".

29. In view of this non-exclusive distribution contract concluded between the parties four years before the termination of the relationships and governing the relationships between them since 2013, it shall be held that the action for damages suffered as a result of the alleged abrupt termination of the established commercial relationships is a dispute arising from the relationships between the parties and, as such, relates to contractual matters and that, as such, claims based on Articles L. 442-6, I, 5° of the Commercial Code are therefore subject to the jurisdiction clause referred to above.

30. Likewise, following the judgment of the Court of Justice of the European Union of 24 October 2018 (CJEU C-595/17 - *Apple Sales International v. MJA*), the application, in the context of an action for damages brought by a distributor against its supplier on the basis of Articles L. 420-1 of the Commercial Code and 102 TFEU, of a jurisdiction clause within the contract binding the parties is not excluded on the sole ground that that clause does not expressly refer to disputes relating to liability incurred as a result of an infringement of competition law.

31. In the present case, it should be observed, on the one hand, that the action seeking the abuse of dominant position alleged by Anju to be characterised, materializes in the contractual relationship which Unilever entered into with Anju, initially without a distribution contract and then, from 3 June 2013, through the non-exclusive distribution contract concluded between the parties.

32. On the other hand, by expressly referring to disputes that are 'contractual or not, such as claims in tort for breach of a law, regulation or otherwise', the disputed clause is sufficiently precise to cover actions for compensation for anti-competitive conduct, such as abuse of a dominant position.

33. Consequently, claims based on Articles L. 420-1 of the Commercial Code also fall within the jurisdiction clause referred to above.

On the validity of the jurisdiction clause under English law;

34. It follows from Article 25.1 of Regulation No 1215/2012 that the court of a Member State designated by the jurisdiction clause shall have jurisdiction, unless the agreement is null and void as to its substantive validity under the law of that Member State.

35. It is therefore for the Court to assess the substantive validity of the jurisdiction clause under English law in the present case, that shall lead according to Anju to the finding that the clause is null and void on the grounds of the doctrine of both economic duress and undue influence.

On the assessment of the validity of the clause under the doctrine of economic duress;

36. It should be recalled that it is not for the court to assess the validity of the contract of 3 June 2013 but only that of the jurisdiction clause which forms part of it, so that it is for Anju to show that it was forced to accept not only the non-exclusive distribution contract, but more particularly the jurisdiction clause, the validity of which must be assessed independently.

37. In this regard, in English law that a party may seek the annulment of a contract which has been concluded under the illegitimate threat of another party and that that threat may be characterised by an economic constraint resulting from the fear of suffering a substantial financial loss.

38. Thus, in a decision of the House of Lords *Universe Tankship Inc of Moravia v. International Transport Workers Federation (The Universe sentinel)* [1983] 1 AC 366, Lord Scarman stated that *'It is, I think already established law that economic pressure can in law amount to duress, and that duress, if proved, not only renders voidable a transaction into which a person has entered under its compulsion but is also actionable as a tort, if it causes damage or loss : Barton v Armstrong [1976] AC 104 and PaoOn v LauYiu Long [1980] AC 614. The authorities upon which these two cases were based reveal two elements in the wrong of duress : (1) pressure amounting to compulsion of the will of the victim ; and (2) the illegitimacy of the pressure exerted. There must be pressure, the practical effect of which is compulsion or the absence of choice (...). The absence of choice can be proved in various ways, e.g,by protest, by the absence of independant advice, or by declaration of intention to go to law to recover the money paid or the property transferred (...). As Lord Wilberforce and Lord Simon of Glaisdale said in Barton v Armstrong [1976] AC 104 121D « the pressure must be one of a kind which the law does not regard as legitimate' [...]*

39. Duress thus exists where the pressure on the victim's will was so great that the victim had no choice but to act as he or she did and in particular to contract or accept changes in the contractual relationship.

40. In this respect, in order to characterise such pressure, the English courts endeavour to take account of various objective factors such as the victim's protests at the time of the contract, the existence or otherwise of an alternative solution for him, whether or not he was assisted by counsel, or whether he sought after the conclusion of the contract to have it annulled (*Pao On v. Lau Yiu Long* [1980] - AC 614, which reiterates the various factors put forward in *Occidental Worldwide Investment Corporation v. Skibs A/S Avanti* [1976] 1 Lloyd's Rep. 293, 336).

41. By way of example, in *Adam Opel v. Mitras Automotive* [2008] EWHC 3205 (QB), an agreement entered into by a car manufacturer to compensate one of its suppliers for the forthcoming termination of the supply contract could be annulled for economic duress, as the manufacturer agreed to pay because the supplier had threatened to terminate the supply with immediate effect, which would have had serious financial and logistical consequences for the car manufacturer.

42. It follows from these elements that when a party invokes economic duress it must prove that the pressure was illegitimate and that it had no choice but to submit to it. In any event, compulsion

must be distinguished from commercial pressure, which cannot be sufficient to vitiate consent (*Atlas Express Ltd v. Kafco* [1989] QB 833, 839).

43. In the present case, the mere allegation that Unilever is the sole supplier of tea marketed in France is insufficient to characterise such compulsion, all the more than there are no factual circumstances to corroborate that, in the present case, pressure was brought to bear on Anju to consolidate commercial relations which had existed for several years by concluding a non-exclusive distribution contract, and a fortiori a pressure which would have had as its object precisely the stipulation of the jurisdiction clause in favour of the English courts, all the more so since it is not disputed that previous commercial relations were always conducted in the English language and that the Anju company, moreover, communicates a leaflet presenting its activities in English.

44. Similarly, Anju does not produce any evidence of a protest made against Unilever at the conclusion of the distribution contract, nor does it produce any evidence of such a protest with respect to the jurisdiction clause designating English courts.

45. There is no reason to consider that Anju had no option other than to accept the conclusion of that contract, even less to accept the jurisdiction clause as it stands.

46. Although the loss of that supplier was likely to deprive it of the possibility of making a turnover on that product, it is clear from the documents filed in the proceedings that Anju's business is not based solely on the marketing of that product and that, on the contrary, it also markets many other products from Asia, including spices, pasta, rice, oils, dried fruit, biscuits, syrups, wines and so on.

47. Thus, Anju does not justify the loss it would have incurred if it had not concluded the non-exclusive distribution contract and the share of that loss in relation to all the products it also markets, it being noted that, without being expressly challenged on this point, Unilever points out that the turnover in 2017 of the marketing of tea did not represent more than 4.2% of its overall turnover.

48. In the light of these elements, Anju does not adduce evidence of economic duress under English law, which would have left it with no choice but to accept the stipulation of the challenged jurisdiction clause.

On the assessment of the validity of the clause under the doctrine of undue influence;

49. As the scope of duress was admitted restrictively before the 1970s in Common Law, the equity courts developed in parallel the principle of undue influence, which allows a contract concluded as a result of pressure by one party on another to be set aside, without the necessity of characterising the facts as compulsion within the meaning of the Common Law, in the absence of real threats, or in the very absence of threats but in the presence of an abuse of the relationship of trust between the parties (see *Allcard v. Skinner* (1887) 36 ChD 145 [CA]).

50. Following the decision of the House of Lords *Royal Bank of Scotland v. Etridge (No2)* [2001] UKHL 44, [2002] AC 773, it was thus accepted that undue influence can be established by showing that a party has abused the relationship of trust it has established with the other party. Thus, Lord Nicholls describes two forms of undue influence in this decision:

- "*The first comprises overt acts of improper pressure or coercion such as unlawful threats*";
- "*The second form arises out of a relationship between two persons where one has acquired over another a measure of influence, or ascendancy, of which the ascendant person then takes unfair advantage*".

51. Lord Nicholls further explains that two elements must be established by the victim (see *Royal Bank of Scotland v Etridge (No2)* [2001] paragraph 21):

- *“First that the complainant reposed trust and confidence in the other party, or the party acquired ascendancy over the complainant”*;

- *“Second, that the transaction is not readily explicable by the relationship of the parties”*.

52. It follows from these that under English law a contract may be set aside by a party who proves that he has been the victim of undue influence. He may prove this directly by stating the pressure or coercion he has been under; by proving that he or she is a vulnerable person or that he or she has entrusted the management of his or her affairs in the hands of another party who has abused that trust by preferring to defend his or her own interests.

53. But it is not sufficient to prove the trust placed in another party, it must be proved that the contract can be explained only because the trust has been abused or broken. It must therefore be proved that the contract cannot be explained by ordinary reasons.

54. In principle, such a situation cannot arise between commercial companies which negotiate at arm's length, without regard to the contractual balance. Moreover, while the terms of the contract and the fact that a party was able to obtain a contract significantly in his favour may help to prove that a stronger party exercised such undue influence with a view to obtaining the contract, the mere imbalance of the contract is not sufficient to characterise such a ground of nullity.

55. In the present case, in order to justify the annulment of the jurisdiction clause, Anju merely states that it was in a 'situation of economic dependence on Unilever', that 'PG TIPS tea is an important tea in the context of Anju Enterprises, which specialises in the distribution of food products from India and Pakistan' and that it has 'established it as the leading tea in its distribution network'.

56. It adds that Unilever required it to conclude a non-exclusive distribution contract in June 2013, even though the parties' commercial relations had been conducted since 1994 without a framework contract, and that in so doing it had no choice but to accept the jurisdiction clause which is "extremely unfavourable" to it in that it gives rise to the application of English law and the jurisdiction to the English courts. It thus considers that the insertion of that clause gives Unilever a significant advantage in determining the jurisdiction of the English courts.

57. However, in the light of the criteria laid down above in English law, none of these elements makes it possible to adduce actual evidence of the exercise of undue influence with concrete elements of the dispute, as it cannot be regarded as objectively abnormal for parties who have been in business relations for several years to wish to enshrine their relationship in a distribution contract, even if it is non-exclusive, being observed that Anju does not produce evidence in the proceedings of any protest at the time or any documents making it possible to characterise the existence of pressure emanating from Unilever.

58. On the other hand, the mere fact that this agreement is subject to English law and to the English courts, when it is not disputed that the previous exchanges were conducted in the English language and that it relates to the purchase of a product manufactured by an English company, cannot in itself be inexplicable and in any event cannot in itself characterise an excessive advantage for the benefit of Unilever.

59. The plea alleging invalidity of the jurisdiction clause on the ground of undue influence is therefore not characterised.

60. In light of all of these elements, Anju's claim for the nullity of the jurisdiction clause shall be dismissed and, consequently, the judgment of the Paris Commercial Court of 18 April 2019 shall be upheld in all its provisions.

Costs

61. The fate of the costs and the procedural indemnity has been settled exactly by the Commercial Court.

62. At this court level, Anju, the losing party, shall be ordered to pay the costs, which shall be recovered in accordance with the provisions of Article 699 of the Code of Civil Procedure.

63. In addition, it shall be ordered to pay Unilever, which had to incur irrecoverable costs in order to assert its rights, compensation under Article 700 of the Code of Civil Procedure which fair overall sum is set at EUR 5 000;

V - ON THESE GROUNDS, THE COURT HEREBY

1 - Upholds the judgment of the Paris Commercial Court of July 18, 2019;

Adding to it,

2 - Orders Anju Enterprises to pay Unilever UK Limited the sum of 5,000 euros under Article 700 of the Code of Civil Procedure;

3 - Orders Anju Enterprises to pay the costs to be recovered in accordance with the provisions of Article 699 of the Code of Civil Procedure.

Clerk
Cyrielle BURBAN

President
François ANCEL