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IN THE NAME OF THE FRENCH PEOPLE**

**PARIS COURT OF APPEAL**

**Division 5 – Chamber 16  
International commercial chamber**

**DECISION DATED OCTOBER 6, 2020**  
(no. 19/2020, 10 pages)

Registration no. on the general roll: **RG no. 19/10607 – Portalis no. 35L7-V-B7D-B77XR**

Decision deferred before the Court: Judgment dated February 7, 2019 – Paris Commercial Court – RG no. 2018024692.

According to the protocol dated February 7, 2018 relating to the procedure before the international chamber of the Paris Court of Appeal

**APPELLANT:**

**(SE) ERGO INSURANCE**

A company governed under the laws of Lithuania

With its registered office: Geležinio Vilko g. 6A-03150 Vilnius (LITHUANIA)

Represented by its legal representatives,

&

**BALTIC TRANSLINE**

A company governed under the laws of Lithuania

With its registered office: Verslo g. 6, Kumpiu k. – 54311 Kauno r. (LITHUANIA)

Represented by its legal representatives,

*Represented by  
registration:*

*attorney at the PARIS bar, court*

**RESPONDENT:**

**SASU DELABLI**

Registered with the Paris Registry of Trade and Companies under the number:  
308 448 851

with its registered office: 77 boulevard Haussmann – 75008 PARIS

Represented by its legal representatives,

*Represented by*

*attorney at the PARIS bar, court registration: L0018*

*with litigating attorney the SELAS OSBORNE CLARKE, represented by*

*attorney at the Paris Bar*

**COMPOSITION OF THE COURT:**

Vu ne variatur  
Traduction conforme à l'original en langue française  
N° 00628



The matter was heard on July 6, 2020, in open court, before the Court, comprised of:

who deliberated and a report was presented at the hearing by \_\_\_\_\_ under the conditions provided by Article 804 of the French Code of Civil Procedure.

**Court clerk**, during the proceedings:

**DECISION:**

- IN ADVERSARIAL PROCEEDINGS
- upon availability of the decision to the court registry, with the parties having been previously informed under the conditions provided in the second paragraph of Article 450 of the French Code of Civil Procedure
- signed by \_\_\_\_\_, President and \_\_\_\_\_, Court clerk, who received the minutes of the decision by the signatory judge.

**1 – THE FACTS:**

1-According to the invoice dated April 19, 2013, Iceland Pelagic, a company governed under the laws of Iceland, sold to the French company Delabli, 22.5 tonnes of frozen herring in consideration for a price of 42,000 euros.

2- Iceland Pelagic attributed the carriage of the goods to Euro Forwarding and Shipping Agency (hereafter EFSA), a Polish company, which as shipping agent entrusted Baltic Transline UAB (hereafter “Baltic”), a Lithuanian carriage company, to ensure the transport of 22.5 tonnes of frozen herring from Poland to France.

3- The goods was to be delivered to Delabli at its site in Epreville.

4- On April 24, 2013, the goods were delivered by the carrier by error to Saint Leonard, at the Icelandic plant, Ledun Pêcheurs (hereafter LPI), located nearby, the activity of which had been taken over by Delabli according to the sale agreement dated June 3, 2013.

5-As Delabli had not received the goods, it did not pay its invoice dated April 19, 2013 to the seller, Iceland Pelagic, which issued it an advance for this amount.

6-Iceland Pelagic was indemnified for this loss by the shipping agent, EFSA, for up to 42,000 euros, which initiated a liability action against the carrier, Baltic, for fault, before the Lithuanian courts.

7-In a judgment dated July 20, 2017, confirmed by the Kaunas regional Lithuanian court on January 11, 2018, rendered on the basis of the international carriage of goods by road convention (CMR), Baltic was declared responsible for “*serious negligence*” for not having delivered the goods to the right person and was ordered to pay EFAS the price of the goods lost, i.e., an amount in principal of 42,000 euros, with late payment interest.

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8-In performance of the Lithuanian decision, Baltic paid EFSA the amount of 53,940.53 euros by bank transfer dated January 31, 2018, corresponding to the amount in principal, subject to penalties.

9-The Lithuanian company Ergo Insurance (hereafter Ergo), Baltic's insurer, paid the latter the amount of 37,008.70 euros, by bank transfer on February 12, 2018.

10-As it was convinced that Delabli had surreptitiously recuperated the stock of herring in the context of the sale of the business by LPI, which occurred on a date coinciding with the delivery of the goods to its plant, Baltic and its insurer Ergo formally notified Delabli by registered letter on April 14, 2018, to pay it the amount of 42,000 euros, in addition to interest, corresponding to the outstanding invoice for the herring fillets.

11-It was in these conditions that in a deed dated April 20, 2018, Baltic and Ergo Insurance summoned Delabli before the Paris commercial court, to have it ordered to pay the amount of 53,940.53 euros, including 37,008.70 euros to Ergo Insurance and 16,931.83 euros to Baltic.

## II. PROCEDURE

12. In a judgment dated February 7, 2019, the Paris commercial court ruled as follows:

- dismissed Delabli's claims for estoppel under the capacity and interest to initiate an action, and as a result of the statute of limitations,
- dismissed Baltic and Ergo's claim for payment of the amount of 53,940.53 euros, and their claim for damages for unlawful resistance,
- dismissed Baltic and Ergo's restitution action,
- dismissed Delabli's claim for damages for unlawful procedure,
- ordered *in solidum* Baltic and Ergo to pay Delabli the amount of 10,000 € under Article 700 of the French Code of Civil Procedure,
- ordered *in solidum* Baltic and Ergo to pay the costs.

13. On May 17, 2019, Ergo and Baltic lodged an appeal on the decision.

14. The parties expressly accepted the application of the protocol for the procedure applicable before the court's international commercial chamber (CCIP-CA).

## II. THE PARTIES' PLEAS

15. Pursuant to their latest submissions notified electronically on March 20, 2020, Ergo Insurance and Baltic Transline requested of the court, in accordance, in particular, with the Vienna Convention on the sale of international goods, Articles 1599, 2279, 1134 and 1382 of the French Civil Code as drafted prior to the reform, Articles 6.112 and 6.113 of the Lithuanian Civil Code, Articles 1352 *et seq.* of the French Civil Code, Article L.441.10 of the French Commercial Code, as follows:

- Hold Ergo Insurance SE and Baltic Transline admissible and well-founded,

Accordingly,

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-Reform the disputed judgment insofar as it dismissed the appellants' claims and ordered them to pay the amount of 10,000 euros under Article 700 of the French Code of Civil Procedure and, deciding in a further hearing:

-Order S.A.S. Delabli to pay the appellants the amount of 53,940.53 €, including 37,008.70 € to Ergo Insurance SE and 16,931.83 € to Baltic Transline;

-Order S.A.S. Delabli to pay each appellant the amount of 2,500 € for unlawful resistance;

-Dismiss all of Delabli's claims;

-Order Delabli to pay the amount of 30,000 € under Article 700 of the French Code of Civil Procedure;

-Order Delabli to pay all the costs.

**16. In accordance with its latest submissions notified electronically on June 15, 2020, Delabli requested of the court under Articles 32-1, 52, 122, 559 of the French Code of Civil Procedure, Articles 1240 and 1353 of the French Civil Code and Article L.110-4 of the French Commercial Code, as follows:**

-To confirm this judgment insofar as it dismissed the claims filed by Baltic Transline and Ergo Insurance SE Lietuvos subsidiaries – an establishment governed under the laws of Lithuania, for the payment of the amount of 53,940.53 euros, and their claim for damages for unlawful resistance and their restitution action;

-To confirm the judgment insofar as it ordered *in solidum* Baltic Transline UAB, a company governed under Lithuanian law and Ergo Insurance SE Lietuvos subsidiaries – an establishment governed under the laws of Lithuania, to pay SAS Delabli the amount of 10,000 € under Article 700 of the French Code of Civil Procedure and the costs, including those to be recovered by the court clerk, liquidated at the amount of 100.59 euros, including 16.55 euros in V.A.T.;

-Overrule this judgment insofar as it dismissed its claims for an estoppel as a result of a lack of capacity and interest to initiate an action for the Lithuanian company Baltic Transline UAB and Ergo Insurance SE Lietuvos subsidiaries – an establishment governed under the laws of Lithuania, and under the statute of limitations and its claim for damages for an unlawful procedure;

And in a further hearing:

-Judge that Ergo Insurance and Baltic Transline are inadmissible both in the principle and in the alternative (due to their lack of interest to initiate an action and the statute of limitations for their action);

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In the alternative:

-Judge that ERGO INSURANCE and BALTIC TRANSLINE are ill-founded to initiate an action against DELABLI both in the principle and in the alternative;

-Judge that this procedure, both at first instance and on appeal, is unlawful;

-Dismiss Ergo Insurance and Baltic Transline of all their claims, submissions and pleas, both in the principle and in the alternative;

-Order *in solidum* Ergo Insurance and Baltic Transline to pay Delabli the amount of 50,000.00 euros in damages for an unlawful procedure and appeal;

-Order *in solidum* Ergo Insurance and Baltic Transline to pay a civil fine for an amount of 1,000.00 euros, for an unlawful procedure and appeal;

Adding, and in any event:

-Order *in solidum* Ergo Insurance and Baltic Transline to pay DELABLI the amount of 30,000.00 euros under Article 700 of the French Code of Civil Procedure;

-Order *in solidum* Ergo Insurance and Baltic Transline to pay all the costs of the appeal.

### **III-THE PARTIES' GROUNDS:**

#### **Concerning the statute of limitations for the payment action**

17. Delabli objects to the statute of limitations on the basis of Article L.110-4 of the French Commercial Code. It asserted that the starting point for the time period begins on the invoice payment date, i.e., the “*due date*”, April 19, 2013 and that the action for the recovery thereof initiated on April 20, 2018 is subsequent to the 5 year period.

18- In response, Ergo and Baltic asserted that the “*due date*” mentioned on the invoice is not the due payment date and that the invoice only makes reference to the parties’ agreement by mentioning: “*payment terms: According to contracts*”.

19-They emphasized that according to Article 59 of the international convention on the sale of goods: “*The purchaser must pay the price on the due date set in the agreement or resulting from the agreement and this convention, without the seller being required to make any request or other formality*” and as Delabli failed to produce the sale agreement fixing the conditions of payment, the provisions under Article L.441-6 of the French Commercial Code shall apply, i.e., a payment period of 30 days after the date of receipt of the goods, which is standard practice in the herring sector.

20. They also established that it would be irrational to pay prior to the receipt of the goods and by deducing that the goods were delivered on April 24, 2013, the due date of the receivable was May 25, 2013, and accordingly, their action is not time-barred.

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not traducteur près la Cour d'appel  
Jane KOCHANSKI  
Anglais  
50 8 5 35  
20/10/2020

**Concerning Ergo's and Baltic's interest and capacity to initiate an action**

21- The respondent asserts in substance that Ergo and Baltic do not justify sufficient elements to establish their interest and capacity to initiate an action for the recovery of the invoice or to initiate a restitution action.

22-They asserted that the appellants simply mentioned that they were subrogated in the rights of Iceland Pelagic without justifying the applicable right or providing evidence of the satisfaction of the conditions for the asserted statutory and conventional subrogation.

23-It asserted that in any event, the subrogation is not possible insofar as Iceland Pelagic issued an advance on April 22, 2013, to cancel the disputed invoice.

24-Concerning the subsidiary restitution action, it asserted that the ownership status of the disputed stock, the evidence of bad faith and possession of the goods are not established by the appellants.

25-In response, Ergo and Baltic asserted that they were subrogated in the seller's rights, Iceland Pelagic by a continuous chain of conventional and statutory subrogations.

26-They explained that, firstly, by indemnifying Iceland Pelagic, for up to 42,000 euros for the loss of the goods, Euro Forwarding and Shipping Agency acquired all the rights relating to the goods including the right to claim payment and restitution or liability and produced in the proceedings an act of subrogation granted by Iceland Pelagic to Euro "*claim transfer agreement*", dated April 15, 2016. It added that, secondly, by paying the amounts ordered in performance of the decisions rendered by the Lithuanian courts to Euro Forwarding and Shipping Agency, Baltic and its insurer are subrogated in its rights by virtue of the mechanical effect of the subrogation, regardless of the applicable law, French or Lithuanian, and acquired the right relating to the invoice and goods.

27-They specified that the advance dated April 22, 2013 is irrelevant to the subrogation in Iceland Pelagic's rights, given the fact that such advance was not issued in full awareness of the cause, as Delabli had concealed the fact that it had actually received the goods through LPI's intermediary.

**Concerning the principle claim for payment**

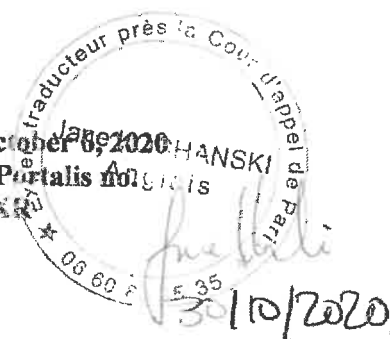
28-Ergo and Baltic requested payment by Delabli for the disputed invoice for an amount of 42,000 euros, subject to late payment penalties in accordance with Article L.441-6 of the French Commercial Code, on the ground that, in substance, the goods would have been received by LPI as Delabli's representative, which simultaneously became the owner of the Saint Leonard establishment, which received the disputed cargo.

29-According to the appellants, Delabli took possession of the stock as mentioned on the accounting documents relating to the transfer of the business.

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30-Baltic and Ergo asserted in the alternative that as they had paid for the goods they are vested in all the rights on the goods as a result of the subrogation chain, including the right of restitution.

31-In accordance with Article 2279 of the French Civil Code, they asserted that LPI and Delabli were successively possessors in bad faith, which entitles the appellants to initiate a restitution action and request the return of the value of the herring fillets delivered to LPI that Delabli had evidently received in addition to the stock purchased in the context of the transfer of the stock of raw materials for the herring by LPI, without making any payment.

32-In response, Delabli asserted that the elements asserted by the appellants on LPI's representative status are not probative and that the alleged delivery on April 24, 2013 took place in Saint Leonard, in an establishment independently operated by LPI prior to the transfer of the business which occurred more than two months later, on June 3, 2013.

33-It added that the appellants do not justify the basis of their restitution action or their capacity as owner of the stock of the disputed herring. Delabli contested the existence of an alleged possession in bad faith, by once again asserting, on the one hand, that the sale of LPI's business occurred well after the delivery of the goods at LPI's plant and that it was not established that the disputed goods had been part of the stock transferred on this date, for which it had duly made payment.

## **V-THE GROUNDS OF THE DECISION**

### **Concerning the statute of limitations for the payment action**

34-It is well-established that ERGO and Baltic request the payment of the invoice issued on April 19, 2013, for the purchase of 22.5 tonnes of frozen herring.

Whilst the Vienna Convention on the international sale of goods dated April 11, 1980 governs the sale of goods entered into between a company governed under the laws of Iceland, and a company governed under French law, with each having their establishment in two different contracting member states, it must be noted that this Convention does not include the statute of limitations for an action for payment.

35-This issue is governed by the Convention of New York dated June 14, 1974 concerning the statute of limitations for the international sale of goods, but the latter shall not apply in this case as the latter was not signed by France.

36- It results from Article 7 of the Vienna Convention dated April 11, 1980 on the international sale of goods agreements that the questions concerning the issues governed by the Convention and which have not been expressly settled by the latter, shall be governed according to the general principles, or failing that, in accordance with the law applicable under the rules of private international law.

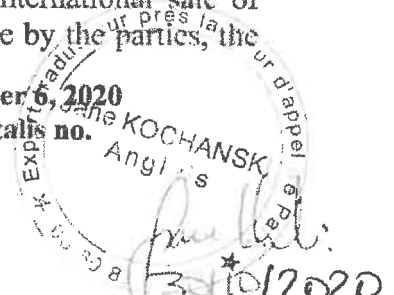
37-In application of these latter rules, the law applicable in this case should be defined by The Hague Convention dated June 15, 1955 on the law applicable to the international sale of goods, for which Article 3 stipulates that failing a law declared applicable by the parties, the

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sale is governed by the domestic law of the country where the seller has its habitual residence upon receipt of the order.

38-Nevertheless, it should be noted that in this case, neither party had requested the application of this rule on the conflict of laws, as the latter only asserted on this question, those derived from French law, and, more specifically, Article L.110-4 of the French Commercial Code, which provides that the obligations arising during trade practice between retailers or between retailers and non-retailers shall be subject to a five-year statute of limitations, if they are not subject to more restricted special statutes of limitations.

39-It is also not contested by the parties that the starting point of the statute of limitations with regard to the appellants in their alleged capacity as subrogates is the starting point of Iceland Pelagic's action, the initial claimant for the action for payment, i.e., in this case the enforcement of the purchaser's obligation in accordance with Article 2224 of the French Civil Code, with the parties only disagreeing on the date on which the payment was due.

40-Concerning the payment of an invoice between professionals, Article L.441-3 of the French Commercial Code sets forth that *"the invoice also mentions the date on which payment is due. It specifies the conditions of discount applicable in the event of a premature payment to the date stipulated in the general terms and conditions of sale, the penalty rates due on the day following the date of payment registered on the invoice and the amount of the flat-rate indemnity for the recovery costs due to the creditor in the event of a delay in payment"*.

41-According to Article L.441-6 of the French Commercial Code *"except for provisions to the contrary mentioned in the terms and conditions of sale or agreed between the parties, the period for the settlement of the amounts due is fixed at the 30<sup>th</sup> day following the date of receipt of the goods or the enforcement of the requested service"*.

42-In this case, the disputed invoice was issued on April 19, 2013. It mentions for the payment: *"due date: 19.04.13"*.

43-Contrary to the assertions made by the appellants, the term *"due date"* shall not be defined as *"date of receipt"* but *"due payment date"*.

44-The meaning of *"due date"* as the payment date is confirmed by the mention also included on the invoice *"if payment is not received by due date, 1.0% interest per month will be charged"*, i.e., in French: *"l'absence de paiement à la date d'échéance de la somme produira intérêt au taux de 1,0% par mois de retard"* providing the rate of interest as from such date.

45-Accordingly, it is evident from the invoice that the receivable was due as from April 19, 2013, independent from the fact that the delivery was subsequent thereto, it being acknowledged that there was nothing to prevent the parties from providing for the payment of the price prior to receiving the goods.

46-It results from the foregoing that the court shall retain the starting point for the statute of limitations for the restitution action for the invoice at April 19, 2013, and, accordingly, the action introduced on April 20, 2018, i.e., after the expiry of the 5 year period, is time-barred.

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35L7-V-B7D-B77XR

COCHANSKI  
Cour d'appel de Paris  
23/10/2020



47-Accordingly, the decision should be overruled on this count, to hold that Baltic and Ergo, even although they would be subrogated in Iceland Pelagic's rights, are inadmissible to initiate an action for the payment of the invoice.

**Concerning the incidental claim for restitution**

48-As evidence of their capacity to initiate an action, the appellants asserted that by paying EFSA the price for the loss of the goods in performance of the Lithuanian decisions, they were subrogated in the rights of the shipping agent, which, in turn was subrogated in the seller's rights, Iceland Pelagic, in accordance with French or Lithuanian law.

49-Nevertheless, the appellants do not provide any exhibit on the conditions in which the payment was made and the circumstances thereof, enabling evidence to be provided on their subrogation status in the rights of the owners of the goods.

50-On the contrary, the subrogation deed granted by Iceland Pelagic to EFSA on April 15, 2016, in Iceland, which they produced, significantly contradict their assertions.

51-It results from the terms of the subrogation deed produced, entitled "*Claim transfer agreement*" entered into between Iceland Pelagic and Euro Forwarding and Shipping Agency on April 15, 2016, that Iceland Pelagic transferred to the shipping agent, without any expenses, the indemnification receivable that it held with regard to the carrier Baltic, whose liability could be incurred for having delivered the goods by error to another address than that of the recipient.

52-It must be added that in accordance with this deed, and at a date which is fixed 3 years after the alleged delivery, the goods is considered by the parties to the deed as having been lost, it being noted that Iceland Pelagic, in the uncontested hypothesis that it remained owner, did not apparently file any request for the recuperation of the goods.

53-It is stipulated as follows in the deed:

*"the initial Creditor (Iceland Pelagic) has the right of claim against the debtor UB Baltic Transline, such right originating from the fact that the debtor did not deliver the cargo of the initial creditor (herring fillet in the value of 42,000 euros as specialized in the Initial Creditor's invoice no.SR 0005781) to the actual consignee Delabli SAS and, as a result, the cargo was lost.*

*The new creditor (Euro) wishes to take over the right of claim and the initial creditor wishes to transfer the right of claim.*

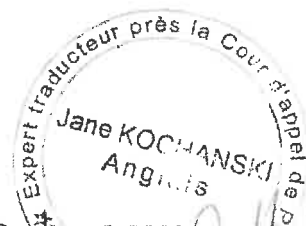
*The parties have made this agreement.*

**Subject matter of the agreement**

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*Signature*  
10/10/2020

*Under this agreement, the initial creditor transfers to the new creditor, and the new creditor acquires the right of claim.*

*Price of this agreement*

*The initial creditor transfers the right of claim against the debtor to the new creditor free of charge."*

Which the court translated into French as follows:

*"le créancier initial (Iceland Pelagic) a le droit d'agir contre le débiteur UAB Baltic Transline, droit né du fait que le débiteur n'a pas livré la marchandise du créancier (de filet de hareng d'une valeur de 42,000 euros comme indiqué dans la facture du créancier no.SR0005781) au destinataire la société Delabli et en raison de la perte de la marchandise."*

*The new creditor (Euro) intended to recover the right of action and the initial creditor intended to transfer its right of action to the latter.*

*Purpose of the agreement*

*By virtue of this agreement, the initial creditor transferred, and the new creditor acquired the right of action.*

*Cost of the agreement*

*The initial creditor transferred the right of action to the new creditor without any expenses".*

54-Accordingly, the court acknowledged, without it being necessary to define the law applicable to the relations of subrogation herein, that the appellants failed to establish that the seller Iceland Pelagic would have granted to the shipping agent, which had only indemnified for the loss of the goods, its rights relating to the non-recuperated goods and claimed as lost, and accordingly, Baltic and its insurer, which may not have acquired more rights than those transferred by their subrogate (Euro Forwarding and Shipping Agency), do not provide evidence of their capacity to act as the owner subrogated in the seller's rights.

55-It results from the foregoing that the respondent duly asserted that the appellants' restitution action was inadmissible.

56-In such conditions, the appellants, as the unsuccessful parties, shall be dismissed of their claim formulated for Delabli's unlawful resistance for the performance thereof.

57-Accordingly, the judgement shall be confirmed on these counts.

**Concerning the other claims**

58-In principle, the exercise of a court action constitutes a right and only degenerates as an abuse which may give rise to damages in the event of a fault likely to incur the offending party's liability.

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Jane KUCHANSKA  
06.00.21.15  
30/10/2020

59-In this case, Delabli's claim shall be dismissed in this regard, as it failed to provide evidence that any fault or misconduct on the part of Baltic and Ergo, which legitimately misunderstood the extent of their rights, to establish the existence of a prejudice other than that suffered due to the expenses incurred for its defense.

60-A civil fine shall not be pronounced, it being recalled that a party does not have the capacity to request that the other party be ordered to pay a civil fine, which is a State privilege.

61-The decision should be confirmed on this count.

**Concerning Article 700 of the French Code of Civil Procedure and the costs**

62-The appellants, as the unsuccessful parties, shall be ordered to pay the costs which shall be recovered in accordance with the provisions of Article 699 of the French Code of Civil Procedure.

63-Furthermore, they must be ordered to pay Delabli, which had to incur irrecoverable costs to assert its rights, an indemnity under Article 700 of the French Code of Civil Procedure, which is equitable to be fixed at the amount of 10,000 euros.

**V- ON THESE GROUNDS**

**The court, on these grounds:**

1. Overrules the judgment dated February 7, 2019, except for the dismissal of Delabli's claim for damages, for an unlawful procedure, ordered *in solidum* Baltic and Ergo to pay Delabli the amount of 10,000 € under Article 700 of the French Code of Civil Procedure, ordered *in solidum* Baltic and Ergo to pay the costs.

In a further hearing, and adding,

2. Acknowledge the time bar of the action for payment of the invoice dated April 19, 2013.
3. Accordingly, hold that Baltic Transline and Ergo Insurance are inadmissible to initiate an action due to the statute of limitations.
4. Hold that Baltic Transline and Ergo Insurance are inadmissible to initiate an action for restitution.
5. Hold that the payment of a civil fine shall not be applicable.
6. Order Baltic Transline and Ergo Insurance to pay Delabli the amount of 10,000 euros under Article 700 of the French Code of Civil Procedure and the costs of the appeal.

**The court clerk**

**The President**

Pour traduction certifiée conforme à l'original en langue française visé ne variatur sub numéro 00628 ;

Ce jour, le 30 octobre 2020.

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Jane Kochanski



**REPUBLIQUE FRANCAISE  
AU NOM DU PEUPLE FRANCAIS**

**COUR D'APPEL DE PARIS  
Pôle 5 - Chambre 16  
chambre commerciale internationale**

**ARRÊT DU 06 OCTOBRE 2020**

(n° /2020, 10 pages)

Numéro d'inscription au répertoire général : N° RG 19/10607 - N° Portalis  
35L7-V-B7D-B77XR

Décision déferée à la Cour : Jugement du 07 Février 2019 -Tribunal de Commerce de  
PARIS - RG n°2018024692

Selon le Protocole du 7 février 2018 relatif à la procédure devant la Chambre Internationale  
de la cour d'appel de Paris

**APPELANTE :**

**Société (SE) ERGO INSURANCE**

Etablissement de Lituanie

Ayant son siège social: Geležinio Vilko g. 6A- 03150 Vilnius (LITUANIE)

prise en la personne de ses représentants légaux,

&

**Société BALTIC TRANSLINE**

Société de droit lituanien,

Ayant son siège social :Verslo g. 6, Kumpiu k.- 54311 Kauno r. (LITUANIE)

prise en la personne de ses représentants légaux,

*Représentées par  
D1285*

*avocat au barreau de PARIS, toque :*

**INTIMEE :**

**SASU DELABLI**

Immatriculée au registre du commerce et des sociétés de Paris sous le numéro 308 448 851

Ayant son siège social : 77 boulevard Hassmann- 75008 PARIS

prise en la personne de ses représentants légaux,

*Représentée par*

*, avocate au barreau de PARIS, toque : 1.0012*

*Ayant pour avocat plaissant la SELAS OSBORNE CLARKE, agissant par*

*, avocate au barreau de Paris*

**COMPOSITION DE LA COUR :**

L'affaire a été débattue le 06 Juillet 2020, en audience publique, devant la Cour  
composée de :

Président

Conseillère

Conseillère

qui en ont délibéré, un rapport a été présenté à l'audience par  
dans les conditions prévues par l'article 804 du code de procédure civile

