

“Enforceable copies issued to the parties on:

FRENCH REPUBLIC ON BEHALF OF THE FRENCH PEOPLE

**PARIS COURT OF APPEAL
International Commercial Chamber
Division 5 – Chamber 16**

JUDGMENT OF 03 OCTOBER 2023
(No. 77/2023, 12 pages)

General Directory Entry Number: **RG No. 22/06903 – Portalis no 35L7-V-B7G-CFS5J**

Decision referred to the Court: final arbitral award rendered in Paris on 22nd September 2021, by the arbitral tribunal sitting under the aegis of the International Commercial Chamber (ICC case no 15262/EC/ND/MCP/DDA/AZO) and composed of Dr. [H] [K] [B], Dr. [C] [Z] and Professor [N] [W] [R].

CLAIMANT TO THIS APPEAL:

STATE OF CAMEROON

Represented by the Forestry and Wildlife Minister
[Address 2] (CAMEROON)

Represented by Mr. Matthieu BOCCON GIBOD of la SELARL LEXAVOUE PARIS-VERSAILLES, a counsel with right of audience at the Bar Council of PARIS, bar number: C2477
Represented by Ms. Evelyne MEMPHIL NDI, a litigator at the Bar Council of PARIS, bar number: D1938

DEFENDANTS TO THIS APPEAL:

PROJET PILOTE GAROUBE Company
A private limited liability company under Belgian law,
registered under number BE 0890.314.302
having its registered office at: [Address 1] (BELGIUM)
represented by its sole director,

Represented by Mr. Alexandre REYNAUD of SELARL TALMA DISPUTE RESOLUTION, a counsel with right of audience at the Bar Council of PARIS, bar number: D1765
Represented by Mr. François TWENGEMBO, a litigator at the Bar Council of CAMEROON

COMPOSITION OF THE COURT:

The case was heard on 03 July 2023, in a public hearing, before the Court composed of:

Mr. Daniel BARLOW, President of the Chamber
Ms. Fabienne SCHALLER, President of the Chamber,
Ms. Laure ALDEBERT, Judge

who deliberated thereupon.

A report was delivered at the hearing by Ms. Laure ALDEBERT under the conditions provided for in Article 804 of the French Code of Civil Procedure.

Court Clerk, at the hearing: Ms. Najma EL FARISSI

JUDGMENT:

- in adversarial proceedings
- upon availability of the judgment at the Court Clerk's office, the parties having been previously notified thereon under the conditions provided in the second paragraph of Article 450 of the French Code of Civil Procedure.
- signed by Mr Daniel BARLOW, President of the Chamber and by Ms Najma EL FARISSI, Court Clerk in charge to whom the minutes of the judgement's original was handed down by the judge signatory.

I/ FACTS OF THE CASE AND PROCEEDINGS

- 1- An action for annulment has been brought before the Court against an arbitration award, handed down in Paris on 22 September 2021, under the aegis of the International Commercial Chamber, in a dispute between the Belgian company PROJET PILOTE GAROUBÉ, represented by its manager (hereinafter referred to as "the Garoubé company") and the State of Cameroon, represented by its Forestry and Wildlife Ministry.
- 2- The dispute originates from a public service delegation contract ("affermage") containing project specifications and requirements regarding the Pilote Garoubé Project signed on 14 November 2001 between the State of Cameroon and the Garoubé company (hereinafter referred to as "the Contract").
- 3- According to the Contract, the Garoubé company has been granted the utilization of protected areas in northern Cameroon for making use of wildlife, breeding and agriculture, for an initial period of five years with a possible extension under certain conditions for a renewable period of thirty years.
- 4- Considering that the State of Cameroon had wrongly terminated the contract on 21 July 2006, the Garoubé company initiated an arbitration procedure on 13 November 2007 on the basis of the arbitration clause specified in the public service delegation contract.
- 5- The composition of the arbitral tribunal has experienced multiple vicissitudes caused by the resignation of an arbitrator on 28 January 2009, following the complains of one of the parties then by the disqualification of another delivered by the ICC Court on 28 July 2011.
- 6- By a judgment of 21 February 2012, the Paris Court of Appeal set aside the partial award on jurisdiction issued on 16 February 2010, on the grounds of irregularity in the composition of the arbitral tribunal. The appeal against this decision was dismissed on 13 March 2013.

- 7- On 25 April 2013, the ICC Court initiated a procedure to replace all members of the arbitral tribunal in accordance with Article 12 (2) of its arbitration rules.
- 8- On 23 December 2014, the arbitral tribunal handed down a first partial award in which it recognised its jurisdiction to hear the claims of the Garoubé company.
- 9- A second partial award, issued on 20 October 2016, specified the wrongful termination of the Contract by the State of Cameroon and declares that the amount of the compensation will be determined in the final award.
- 10- On 19 November 2016, the Garoubé company brought before the arbitral tribunal a request for rectification and interpretation of the second partial award, which resulted in an addendum.
- 11- The Paris Court of Appeal dismissed the action for annulment concerning the second partial sentence in a judgement of 20 December 2018.
- 12- By a final award of 22 September 2021, the arbitral tribunal, in an identical composition to that which handed down the two partial sentences and the addendum, ruled in this terms:

“On the merits

(i) orders the State of Cameroon to pay to the SPRL Project Pilot Garoubé EUR 17,880,000, with interest at the rate of 3.25% from 20 October 2016 until full payment of the awarded sums, with the said interest accruing interest itself until full payment of the debt.

As for the costs

(ii) orders the State of Cameroon to pay the SPRL Project Pilot Garoubé USD 200,000 and EUR 400,000 respectively for the arbitration costs as determined by the Court and other costs, including representation.

(iii) orders the State of Cameroon to pay to the SPRL Project Pilote Garoubé interest at the rate of 3.25% from the date of this Final Award on the sums specified in paragraph (iii) above until full payment of the said sums, said interest accruing interest itself until full payment of the debt.

(iv) orders the provisional enforcement of this Final Award.

(v) dismisses the parties of any other or contrary conclusions or requests.”

- 13- By submission dated 30 March 2022, the State of Cameroon filed an action for annulment against the final award before this court.
- 14- The proceedings were closed on 20 June 2023 and the pleadings were heard on 3 July 2023.

II/ CLAIMS OF THE PARTIES

- 15- In accordance with the latest summary submissions notified electronically on 29 May 2023, the State of Cameroon requests the Court, under Articles 1520 2°, 1520 3° and 1520 5° of the French Code of Civil Procedure, to:

- “Set aside the final arbitral award (ICC Arbitration No. 1562/EC/ND/MCP/DDA/AZO) issued in Paris on 22 September 2021 against the State of Cameroon (the “Final Award”) by an arbitral Tribunal composed of Mr.[H] [K] [B] (President), Mr. [C] [Z] and Professor [N] [W] [R] (co-arbitrators), pursuant to the Arbitration Rules of the International Court of Arbitration of the International Commercial Chamber (the “ICC Rules”) and the (“the ICC Arbitration Court”).
- Order the SPRL Projet Pilote Garoubé to pay to the State of Cameroon the sum of one hundred and fifty thousand euros (€150,000) under the provisions of Article 700 of the French Code of Civil Procedure.
- Order the SPRL Projet Pilote Garoubé to pay all costs.

Dismiss all the SPRL Projet Pilote Garoubé’s applications and claims.”

16- In accordance with the latest summary submissions notified electronically on 19 June 2023, the Garoubé company requests the Court, under Articles 1520, 559, 696, 699 et 700 of the French Code of Civil Procedure ; as well as Articles 1231-6 et 1343-2 of the French Civil Code, to:

- “Rule in an appropriate manner with regard to the admissibility of the submissions of the State of Cameroon served on 26 August 2022 with respect to all legal consequences;
- Dismiss from the case file the documents related to the judicial proceedings to which the State of Cameroon was not a party, the emails exchanged between the arbitrators but which inadvertently reached the State of Cameroon and the request for rectification of the final award
- Dismiss the action for annulment;
- Grant the SPRL Garoubé company’s claim for ordering the State of Cameroon to pay €500,000 for abuse of annulment process and find it well-grounded;
- Grant the SPRL Garoubé company’s claim for ordering the State of Cameroon under Article 700 of the French Code of Civil Procedure to pay the costs and find it well-grounded;
- Find the State of Cameroon’s claim inadmissible for ordering the SPRL Garoubé under Article 700 of the French Code of Civil Procedure to pay the costs;

As a result:

- Order the State of Cameroon to pay the sum of 500,000 (five hundred thousand) euros to the SPRL Projet Pilote Garoubé for damages related to abuse of annulment process;
- Order the State of Cameroon to pay the sum of 500,000 (five hundred thousand) euros to the SPRL Project Pilote Garoubé for the costs incurred and not included in the costs pursuant to Article 700 of the French Code of Civil Procedure;
- Find that the above ruling will include interest at the rate in force at the time of judgement of the Court of Appeal, increased by 5 (five) points from the date of the judgement, in accordance with Article 1231-6 of the French Civil Code;

- Find that the interest on the above ruling will be compounded annually pursuant to Article 1343-2 of the French Civil Code;
- Order the State of Cameroon to pay the costs, with the sum being awarded to Mr TWENGEMBO, the lawyer representing the claimant;
- Attach to the payment of the delivered ruling a penalty of 30,000 (thirty thousand) euros per day of delay in payment from the sixtieth day after the formal service of the ruling to be delivered".

III/ GROUNDS OF THE RULING

On the admissibility of the first submissions of the State of Cameroon served on 26 August 2022

17- The Garoubé company requests the Court to “Rule what will be appropriate with regard to the admissibility of the submissions of the State of Cameroon served on 26 August 2022 with all legal consequences” on the grounds that they exceed the 25 pages recommended by the International Commercial Chambers Practice Manual and therefore requests that the lapsing of the action for annulment declaration be considered.

18- The State of Cameroon concludes that Garoubé company’s claims should be dismissed and maintains that Garoubé has refused to provide its consent to the application of the protocol the provisions of which cannot in any event establish a means of inadmissibility or irregularity.

Thereupon

19- The Court points out that the Garoubé company raises an inadmissibility that it was required to do before the *conseiller de la mise en état* (a pre-trial judge). Its claim, which does not fall within the jurisdiction of the court, is therefore inadmissible.

On the claim of the Garoubé company to reject exhibits no. 54, 55, 22, 12 submitted by the State of Cameroon

20- The Garoubé company requests that the following exhibits provided by the claimant be excluded from the proceedings :

-the judgement of the Paris Court of First Instance of 12 February 2018 and the judgement of the Paris Court of Appeal of 23 March 2021 which relate to a claim for liability brought by Garoubé company against the ICC on the grounds that these decisions are completely unrelated to the proceedings (exhibits 54 and 55);

-an exchange between the arbitrators on 20 and 21 January 2020 that was in a discussion thread that Mr. [H] [B], President of the arbitral tribunal, inadvertently forwarded to the parties whose production in court without their consent, in the case of private correspondence in which he states his opinion that the State of Cameroon is "dragging [their] feet", is unlawful (exhibit 22);

-the request for rectification of the final award containing an analysis of the award through negligence sent on 25 October 2021 by an associate of the Garoubé company's counsels to the CCI, which had not been validated and which was withdrawn on 28 October 2021 (exhibit 12);

21- The State of Cameroon opposes these claims by maintaining that Garoubé company fails to justify any basis to prohibit the legal production of such exhibits.

22- It maintains that the production of exhibit 22, that it received by email, is entirely lawful and that the exchange between the arbitrators, concerning the exercise of their mandate, cannot be equated with private correspondence.

Thereupon

23- The Garoubé company merely contests the relevance and probative value of the exhibits relating to the proceedings for liability which it has initiated against the ICC and its request for an addendum.

24- Nevertheless, the lack of relevance and probative value of regularly provided exhibits does not justify their dismissal.

25- The request filed in that regard will therefore be dismissed.

26- The same will apply to the request for dismissal concerning the exchange between the arbitrators on the procedural timetable (exhibit 22), which, even if it was inadvertently forwarded, was lawfully delivered to the parties.

27- The Garoubé company's entire request for the dismissal of the exhibits should therefore be dismissed.

On the merits

On the arguments alleging the irregularity of the constitution of the tribunal and the breach of international public policy

28- The State of Cameroon criticises the President of the arbitral tribunal, Mr.[H] [B], for lacking independence and impartiality manifested by his refusal to disclose the origin of his appointment in all arbitrations in which he has participated opposing a State and a private party.

29- The State of Cameroon maintains that the repetitive nature of its appointment by the private party in disputes involving a State is among the information that he should have disclosed, in the case of information likely to establish in the eyes of the parties its pro-investor orientation and likely to raise doubts on his independence and impartiality.

30- The State of Cameroon also submits a claim against him for having, on several occasions throughout the proceedings, demonstrated his hostility towards the State of Cameroon and his bias towards the Garoubé company, which was clearly evident in the management of deadlines and hearings and by the impropriety of his behaviour.

31- On the breach of the obligation to disclose, the State of Cameroon notes that the President of the arbitral tribunal refused to provide the information that the State of Cameroon had requested the arbitrators to communicate by letter dated 26 February 2019, requesting them to *"specify the number of times when each of you has been, without limitation of time, in arbitrations opposing, as in the present case, a private party to a State, appointed, on the one hand, by a private party, and on the other hand, by a State, and, lastly, as the President of the arbitral tribunal as well as the number of times you have issued a dissenting opinion when the party that appointed you had not partially or totally won its case"*.

32- The State of Cameroon maintains that, subsequent to his appointment, it became apparent that the President of the arbitral tribunal had developed a pro-investor profile, having been appointed in several ICSID arbitrations almost exclusively by the private party in procedurally similar disputes opposing a private party to a State, occurring notably during the years 2018-2021. The State of Cameroon adds that this trend was confirmed by dissenting opinions that he provided in four cases in favour of the private party and against the State.

33- The State of Cameroon deduces from this that, in this context, it rested with the person concerned to comply with their request for additional information on the origin of his appointment and claims that his non-disclosure is likely to raise in his mind doubts on his independence and impartiality, which also led to a futile request for a disqualification of the members of the court on 28 March 2019.

34- Regarding the behavior of the arbitrator, the State of Cameroon argues that the tribunal president demonstrated a bias in favor of the Garoubé company throughout the proceedings.

35- The State of Cameroon essentially emphasises that, according to the exchanges between the arbitrators that took place between January 20 and 21, 2020 (Exhibit 22), the president clearly demonstrated hostility towards Cameroon by initially refusing to grant it the same deadline to respond to the claim brief submitted by the Garoubé company, to which he had granted an additional four-month deadline, accompanied by the following comment: *"the defendant uses the appointment of the new counsel as an excuse to drag their feet, which is completely unacceptable"* constituting an offensive remark.

36- The State of Cameroon adds that, faced with the Garoubé company's new requests for partial awards on arbitration fees and the establishment of a guarantee on 17 and 18 November 2020, the president of the arbitral tribunal dismissed his request for adjusting the procedural timetable to arrange its defense and refused to hold a hearing on the motions, in flagrant breach of Article 20(6) of the 1998 ICC Arbitration Rules. He asserts that the refusal to modify the procedural timetable placed him in a disadvantageous position, forcing him to file submissions in three different procedures simultaneously, dealing on the merits and two motions.

37- Finally, the State of Cameroon emphasises that during the hearings, the president attempted to deduct an hour of its hearings during the cross-examination of the Garoubé company's financial expert, constituting further evidence of his hostility towards the State of Cameroon.

38- The State of Cameroon maintains that this breach of the duties of independence and impartiality also represents a breach of the principle of equality between the parties, and thus of international public policy.

39- In response to the claim concerning non-disclosure, the Garoubé company raises an objection on the grounds of the claim's inadmissibility based on Article 1466 of the Code of Civil Procedure, arguing that the State of Cameroon failed to raise this irregularity before the arbitral tribunal.

40- The Garoubé company maintains that having unsuccessfully requested the ICC to disqualify the arbitrator due to this alleged failure does not constitute legitimate grounds of the failure to raise the irregularity of its constitution before the arbitral tribunal for the same reason.

41- In the alternative, the Garoubé company concludes, that this claim is groundless, maintaining that the facts in question are irrelevant to the dispute and did not need to be disclosed. It adds that all information about the interested party's career is easily accessible and publicly known on the Internet.

42- Finally, regarding the conduct of the proceedings, the Garoubé company contests the alleged bias of the tribunal president in its favor, asserting instead, by providing a comparative timetable, that time management was actually implemented to the company's detriment.

43- The Garoubé company maintains that the wording "dragging their feet" used in its email (Exhibit 22) do not constitute an offensive statement that could indicate a lack of impartiality.

44- Finally, the Garoubé company adds that the State of Cameroon was not deprived of its speaking time at the final hearing, but that it was a simple miscalculation of time, quickly corrected during the hearing, which led to a discussion on this point.

Thereupon:

45- According to paragraph 2 of Article 1456 of the Code of Civil Procedure, applicable in international matters by virtue of Article 1506 of the same code: "It is the arbitrator's responsibility, before accepting their mission, to disclose any circumstance that might affect their independence or impartiality. They are also required to disclose without delay any similar circumstance that may arise after accepting the mission".

46- The duty of disclosure imposed on the arbitrator must be assessed on the basis of the notoriety of the controversial situation, its connection with the dispute, and its impact on the arbitrator's judgment.

Regarding the first grievance concerning the failure to fulfill the duty of disclosure

47- Pursuant to Article 1466 of the French Code of Civil Procedure, to which refers Article 1506, 3° of the same code, applicable to international arbitration, a party who, with full knowledge and without legitimate grounds fails to raise, in due time, an irregularity before the arbitral tribunal, is deemed to have waived the right to rely on it.

48- This article establishes that the irregularity must be raised "before the arbitral tribunal", which is distinct from the institution responsible for organising the arbitration.

49- In this case, it is common ground and it has not been discussed by the State of Cameroon, which does not respond on this point, that although it made an unsuccessful request for the disqualification of the arbitrator for the same reason presented to the court, it did not raise the irregularity of the

tribunal's constitution before the arbitral tribunal itself. As a result, the claim to set aside the award based on this irregularity is inadmissible.

50- The Court notes, as an additional observation, that the State of Cameroon does not demonstrate how the information which it requested several years after the appointment of the arbitrators is related to the dispute and would be likely to affect the judgment.

51- It should be noted that the alleged failure to disclose does not concern the appointments of the president of the arbitral tribunal as an arbitrator in procedurally similar cases that were clearly known, but rather the circumstances under which he was appointed.

52- The ground developed on this point cannot therefore be successful.

Regarding the second grievance based on the conduct of the proceedings and the behavior of the arbitrator.

53- It rests with the judge who rules on the validity of the arbitral award to assess the arbitrator's independence and impartiality by identifying any circumstance likely to affect his judgment and to cause reasonable doubt in the parties' minds as to these qualities, which are the very essence of the arbitral function.

54- In this case, the State of Cameroon claims that the arbitral tribunal, and especially its president, demonstrated hostility towards it throughout the proceedings.

55- Nevertheless, regarding the management of the procedural timetable, it is established and acknowledged by the State of Cameroon that the arbitral tribunal rescheduled the deadlines by granting it, as requested, a new extension to submit its response to the Garoubé company's brief during the exchanges that took place in January 2020.

56- While it is true that, at this stage of the proceedings, the tribunal president expressed his impression that the State of Cameroon was “dragging their feet”, as he wrote in his email, this assessment concerning a party's procedural conduct, which says nothing about the merits of the dispute, is not sufficient to cast doubt on his impartiality.

57- Finally, the transcript of the final hearing indicates that the parties' counsels were given equal time for oral arguments, and there is no evidence of an intent by the arbitrator to deprive the State of Cameroon of its speaking time.

58- In actuality, the State of Cameroon's counsel was only interrupted due to a miscalculation of the elapsed time, which was promptly corrected.

59- Under these circumstances, the State of Cameroon does not demonstrate the reasonable doubt that it claims regarding the lack of independence and impartiality of the president of the arbitral tribunal. The factors, taken individually or collectively, on which it relies, are not sufficient to maintain this grievance.

60- The claim, which lacks factual basis, will therefore be dismissed.

61- For the reasons mentioned above, no breach of international public policy can result from this matter, and this claim will also be dismissed.

Regarding the claim based on the tribunal's failure to fulfill its mission.

62- The State of Cameroon criticises the arbitral tribunal for ruling the Garoubé company's claim for compensation due to the loss of opportunity to benefit from the utilisation until 2036, whereas it had decided in the second award that it was only entitled to compensation for lost profits, which the arbitral tribunal in the final award ultimately dismissed.

63- The State of Cameroon maintains that since this claim was presented for the first time, and as a subsidiary matter, during the phase of the final award dedicated to evaluating the amount of any potential damages, which it had otherwise consistently contested, the arbitral tribunal reversed its earlier decision in the partial award, breaching the parties' procedural agreement and contravening the res judicata effect (final judgment on the merits) of the award on liability.

64- In response, the Garoubé company argues that, based on Article 1466 of the Code of Civil Procedure, this claim is inadmissible since the State of Cameroon failed to raise it during the final hearing on February 18, 2021, which constitutes a waiver.

65- On the merits, the Garoubé company opposes the awarding of the claim, emphasising that the partial award on the determination of damages does not refer to “lost profit” but to “loss of profit”, which in essence includes the notion of loss of opportunity of making a profit.

66- The Garoubé company deduced that the arbitral tribunal, as it stated in the award, duly ruled on its claim for compensation for the loss of opportunity after rejecting its claim based on lost profit.

67- The Garoubé company also notes that Cameroonian law, which was the applicable law, does not distinguish between lost profit and loss of opportunity, which the arbitral tribunal indeed took into consideration for the assessment of damages.

Regarding the admissibility of the grievance

68- According to Article 1466 of the French Code of Civil Procedure, made applicable to international arbitration by Article 1506, a party who, knowingly and without legitimate grounds, fails to raise in due time an irregularity before the arbitral tribunal, is deemed to have waived the right to rely on it.

69- In this case, it is established and not contested that the State of Cameroon, in its reply brief on damages before the arbitral tribunal on February 1, 2021, maintained the inadmissibility of the claim made by the Garoubé company for loss of opportunity as it was contrary to the res judicata effect (final judgment on the merits) of the partial award.

70- The Garoubé company does not demonstrate that the State of Cameroon waived this argument even though this point was not reiterated orally during the hearings so that the objection is dismissed.

On the merits

71- According to Article 1520, 3°, of the Code of Civil Procedure, an action for annulment may be brought when the tribunal has ruled without complying with the mission assigned to it.

72- In this case, according to the second partial award ruling on liability and the heads of damage in accordance with the Terms of Reference of June 30, 2008, and the Procedural order of December 6, 2013, the arbitral tribunal decided that “since the defendant caused the termination of the contract without right for the grounds indicated above in the award, the principle that the Claimant should be compensated for its loss of profit during the contractual period is established” (§ 45 of the award).

73- The arbitral tribunal noted in paragraph 47 that:

“The Claimant was deprived of the opportunity to make a profit, first from the breach of the contract by the Defendant until the end of the initial five-year period, and then for an additional period of 30 years due to the extension of the contract in the absence of a valid termination. Consequently, the Claimant is entitled to compensation for its loss of profit until December 18, 2036. The amount of damages will be determined during the next phase of the arbitration”.

74- In the operative part of the judgment, the arbitral tribunal concluded that the Garoubé company could seek compensation for the heads of damage recognized in this partial award. The amount of such damage will be determined in the final award.

75- It follows from the above that the arbitral tribunal did not decide to compensate the Garoubé company's damages based on lost profit as the State of Cameroon erroneously claims, but rather found that it was entitled to compensation for its loss of profit during the contractual period extending until 2036.

76- The Garoubé company's claim for compensation for the loss of opportunity to make profits during this period falls within the scope of compensation for the loss of its profit until December 18, 2036, as provided for in paragraph 47 of the second partial award. Thus, the tribunal, in accordance with its explanations in paragraph 65 of the award where it stated that this loss was compensable, did not contradict its earlier decision in the final award.

77- Therefore, this claim, which lacks factual support, should be dismissed.

Regarding the claim based on the breach of international public order.

78- The State of Cameroon maintains, on the grounds already mentioned in support of the previous claim, that by changing the head of the damage for which compensation may be awarded, the tribunal breached res judicata (final judgment on the merits) effect of the second award, thereby constituting a breach of international public order.

79- The Garoubé company contests this claim, maintaining that there is no contradiction between the partial award and the final award. It adds that the res judicata (final judgment on the merits) effect is a private law rule and cannot be invoked to support a claim concerning the breach of international public order.

Thereupon :

80- Article 1520, 5° of the Code of Civil Procedure provides that an action for annulment may be brought if the recognition or enforcement of the award is contrary to international public order.

81- The grievance supporting this claim is the same as the one lodged in support of the annulment claim based on the tribunal's failure to comply with its mission.

82- On these grounds to which the Court refers, there can be no breach of international public order, and this claim will also be dismissed.

Regarding the claim for abuse of process filed by the Garoubé company

83- Taking legal action is in principle a right and does not constitute an abuse that could lead to damages, unless there is a fault that can result in the civil liability of the party concerned.

84- In the present case, the Garoubé company criticises the State of Cameroon for lacking seriousness in supporting its action for annulment, alleging that it has systematically sought annulment since 2008 and has failed to comply with the final award.

85- Nevertheless, the Garoubé company, which also partially fails in its claims, does not establish to what extent the appeal against the final award, which was based on different grounds for annulment submitted to the court for review, was abusive.

86- Additionally, it fails to demonstrate any harm other than that caused by the expenses incurred for its defense.

87- As a result, its request will be dismissed.

Costs and expenses

88- The State of Cameroon, having been the unsuccessful party, will be ordered to pay costs, and its request for irreducible costs will be dismissed.

89- Furthermore, the State of Cameroon will be ordered to pay the Garoubé company the sum of 50,000 euros under Article 700 of the French Code of Civil Procedure.

IV/ OPERATIVE PART OF THE JUDGMENT

On these grounds, the Court hereby:

1) Dismisses the request of the Garoubé company seeking the inadmissibility of the submissions provided by the State of Cameroon;

2) Dismisses the Garoubé company's request for excluding the exhibits provided by the State of Cameroon;

3) Dismisses the action for annulment brought against the arbitration award rendered on 22 September 2021 in Paris, under the aegis of the International Chamber of Commerce of the International Court of Arbitration in case no. 1562;

4) Dismisses the State of Cameroon's claim for an order under Article 700 of the French Code of Civil Procedure.

5) Dismisses the Garoubé company's claim based on the abuse of process.

6) Orders the State of Cameroon to pay the Garoubé company the sum of fifty thousand euros (€50,000) in accordance with the provisions of Article 700 of the French Code of Civil Procedure;

7) Orders the State of Cameroon to pay the costs.

THE COURT CLERK

THE PRESIDENT