REPORT ON THE 3RD RESIDENTIAL RETREAT FOR JUDGES ON INTERNATIONAL ARBITRATION

The Institute for Judicial and Legal Studies (IJLS) in collaboration with the Permanent Court of Arbitration, Mauritius Office (PCA) and the Mauritius International Arbitration Centre (MIAC) and in support with the Judiciary organized a Residential Retreat for Judges titled « International Arbitration" on the 08 and 09 August 2019 at Maritim Hotel, Balaclava. There were about 32 attendees including the Chief Justice, Honourable Marc France Eddy Balancy GOSK, Master and Registrar, Honourable J. Moutou-Leckning, Senior Puisne Judge, Honourable Asraf Ally Caunhye, Puisne Judges of the Supreme Court, Director of the IJLS, Ms. Mokshda Pertaub, Legal Research officers and Administrative Teams from both the IJLS and the Judiciary.

DAY 1 – Thursday 08 August 2019

The retreat commenced with the welcome speech of the Hon. Master and Registrar whereby she extended her gratitude to the IJLS, PCA and MIAC for the successful organisation of this Retreat on International Arbitration 2019. Her Honour explained that the aim of this workshop is to provide training to Judges on International Arbitration to enable them to discharge their responsibilities under the International Arbitration Act 2008 (IAA 2008) towards the implementation of the International Arbitration Project, the optic of which, is to make Mauritius a world class International Arbitration Centre.

Before the workshop was declared opened, a minute of silence was observed in the memory of late Honourable Justice Prithviraj Fekna who served with great integrity and excellence to the Mauritian Judiciary from 1992 to 2019.

(i) Welcome Address by the Chief Justice, Honourable Marc France Eddy Balancy GOSK

The Chief Justice, Hon. Balancy took the floor for the protocol and his welcome address. His Lordship started by welcoming all the distinguished members present to this 3rd Judicial Residential Retreat.

His Lordship iterated that from the time he has assumed office as Chief Justice in March 2019, he has ever since laid continuous emphasis on continuing education for Judges by Judges mainly in order to learn from one another in a rather conducive environment away from the Supreme Court in Port Louis.

The Chief Justice then highlighted that for this particular workshop, he opted to invite external Resource Persons to address the Judges on issues relating to International Arbitration. His Lordship shared that the idea was mooted during the courtesy visit of Dr. Túlio and Ms. Susan Kimani from the PCA and MIAC respectively and which was later followed by the visit of Sir Hamid Mollan QC, Chairman of the Board of Directors of MIAC, whereby it was brought to his kind attention that although Judicial Officers have had considerable exposure to

International Arbitration at the prestigious ICCA Congress[1] held at the SVICC[2] in April 2016, there have been no dedicated Judicial Training Sessions in this field for few years already now.

His Lordship then emphasised on the changes that have occurred ever since whereby now there are 2 new designated Judges namely Mrs. Justice Bibi Rehana Mungly-Gulbul and Mr. Justice N. F. Ohsan-Bellepeau, who have been appointed following the retirement of Mrs. Shaheda Peeroo and Mrs. Ah Foon Chui Yew Cheong, both of whom have made significant contribution to our domestic case law on International Arbitration. The Chief Justice also referred to the Cruz City case[3] which was nominated for a global arbitration review award for international arbitration decision of the year in 2015.

His Lordship expressed that it is his firm view that since all Judges are potential designated Judges, they should benefit from training in this given field whether locally or abroad. The Chief Justice intimated that it was in this very spirit that he recommended Hon. J. B. G. Marie Joseph to follow the Training Course on International Arbitration at the Paris Arbitration Academy although he is not a designated judge at the moment.

His Lordship further noted with great confidence that Mauritius is one of the African countries that has had a concrete and operational collaboration with the PCA as ensured by the now 10 years old post country agreement with the PCA and Mauritius and the opening of its first overseas' office in our country.

The Chief Justice, Hon. Balancy, also expressed his great satisfaction that Mauritius is now recognised as a leading seat of arbitration globally and equally believes that it is crucial that Mauritian Judges have the opportunity at congresses, workshops and training sessions at the Paris Academy and elsewhere to rub shoulders with their colleagues from the bench, the bar and the academia from Africa and around the world in order to maintain the required expertise and that this is the message that he intends to transmit to the relevant authorities.

Within much the same vein, his Lordship also reminded the participants that while there are responsibilities assigned to the Judiciary under the International Arbitration Act and Rules, it has often been said that the robust and effective international arbitration regime is one that has minimum interference from our courts. This precisely explains the amendment brought in 2013 to the act whereby section 2(a) of the now amended IAA 2008 limits the extent of the Supreme Court's intervention such that *"...in matters governed by this act, no court shall intervene except where so is provided in this act..."*
His Lordship explained that this is further illustrated by the fact that now the PCA has been entrusted with several administrative functions which would have normally been carried out by our domestic courts.

Gearing towards the end of his speech, the Chief Justice, Hon. Balancy maintained that the Judiciary still has a pivotal role to play in ensuring that the procedures to access the Court by parties involved in Arbitration are both clear and distinct. His Lordship referred to the

[1] International Council for Commercial Arbitration
[2] Swami Vivekananda International Convention Centre
[3] CRUZ CITY 1 MAURITIUS HOLDINGS v UNITECH LIMITED & ANOR (2014 SCJ 100)

Supreme Court (International Arbitration Claims) Rules 2013 to reinforce that there is already a well-established standard regime in respect of International Arbitration which is independent from the domestic courts' practices and procedure.

His Lordship concluded his address by encouraging all the Puisne Judges to flag issues for consideration and extended his gratitude to the office of the Hon. Master & Registrar, the IJLS, the PCA and MIAC for their invaluable assistance.

(ii) Introductory remarks by Dr. Túlio Di Giacomo Toledo, Head of PCA Mauritius Office

Dr. Túlio began by explaining that the purpose of his introductory remarks is to provide a background for this training and also to share few words on the structure of the conduct of this retreat.

Dr. Túlio gave prominence to the fact that the year 2019 is an important year for Mauritius where International Arbitration is concerned. There have been some major events including the ICCA Congress, MIAC conferences, key judgments delivered by the Supreme Court of Mauritius and new nominations in respect of Designated Judges.

He also stressed that it has been nearly 10 years since Mauritius has enacted its IAA 2008 and the Republic has thereafter diligently worked in the journey towards becoming a Centre of Excellence for International Arbitration. Dr. Túlio opined that, now some 10 years later, there is a consensus that Mauritius has reached to a rather prominent position in the world of international arbitration.

Dr. Túlio also added that the independence of the Mauritian Judiciary and its positive attitude towards arbitration have made Republic stand out as being one of the safest seats for arbitration in Africa.

He further highlighted that that it has also been almost 10 years since the Republic of Mauritius has signed the **PCA – Mauritius Host Country Agreement**[4] which laid the ground for the PCA to open and establish its first overseas office in Mauritius in order to assist with the discharge of the Secretary-General's functions under the IAA 2008 and to promote Mauritius as a venue for international arbitration and PCA services throughout the African region.

Dr. Túlio recognised that although there have been several major developments to be proud of, there are now numerous new challenges have been cropping up. Subsequently, this Judicial Retreat will help to assist in addressing these challenges.

Moving on, Dr. Túlio gave an overview of the structure of the Retreat and explained that there would be 4 working sessions as follows:

<u>On Day 1</u>

1. Introduction to International Arbitration by Ms. Susan Kimani, Co-Registrar of MIAC
2. « The New York Convention » - Section by Section Analysis by Mr. Vlad Movshovich Partner at Webber Wentzel, Johannesburg

[4] The agreement was concluded on April 2009.

On Day 2

3. Mauritius Arbitration Project: A debate on the current state and next steps by Dr. Túlio Di Giacomo Toledo, Head of PCA Mauritius Office
4. The Practical Aspects of IAA 2008 by Ms. Fedelma C. Smith, Senior Legal Counsel and Head of PCA Singapore

Towards the end, Dr. Túlio invited all the distinguished participants to actively share their experiences to contribute towards a much more constructive working session.

(iii) Intervention of Ms. Susan Kimani, Co-Registrar of MIAC

Ms. Kimani started her presentation by quoting the following:

"You don't think that international arbitration is arbitration because it has "arbitration" in its name, do you? Do you think a sea elephant is an elephant? International arbitration is no more a "type" of arbitration than a sea elephant is a type of elephant...Here is the difference: arbitration is an alternative to courts, but international arbitration is a monopoly –and that makes it a different creature."[5]

She explained that when dealing with Dispute Resolution Options, as far as the **consensual** ones are concerned, we generally have Capitulation, Negotiation and Mediation. On the other hand, the **adjudicatory** options include Arbitration and Litigation.

Ms. Kimani interpreted that International Arbitration is essentially a binding resolution of dispute outside the premises of the courts which essentially involve parties from different countries and relating mostly to cross border transactions by neutral adjudicator(s) based on an arbitral agreement which is duly enforceable by law.

Going down the lanes of history, Ms. Kimani described that in the Roman law, Arbitration agreement was not illegal but that the arbitral award had no legal effect whatsoever. The Roman law solution to this issue was to have a double promise to arbitrate and the failure to abide by same would entail the enforceability of the penalty by the Court. Retracing the developments, she pointed out that numerous national statutes were developed including the English Arbitration Act of 1698 and the French Code of Civil Procedure[6]. She also referred to the New York Convention[7] which provides for the mandatory recognition and enforcement of foreign arbitration agreements and awards.

She also explored the legal framework of international arbitration inasmuch as she differentiated between the *lex arbitri* and the applicable law whereby the former concerns the law of place of arbitration whilst the latter is governed by the law of the contract and/or arbitration clause. Reference was made to the case of Betamax Ltd v. State Trading Corporation (SIAC) whereby both the *lex arbitri* and applicable law were that of Mauritius.

Moving on to the drafting of the arbitration clause, Ms. Kimani explained that the parties should consider adding certain essential elements such as:

---

[5] Professor Jan Paulsson
[6] Article 1806
[7] 1958

- The appointing authority
- Number of arbitrators
- The place of arbitration
- The language to be used in the arbitral proceedings

As far as the recognition and enforcement of the arbitration agreements are concerned, reference was made to Article II of the New York Convention whereby Ms. Kimani highlighted that such agreements are considered to be valid unless they are proven invalid in a court of law. The grounds which are commonly raised to have an arbitration agreement invalid are "Null and void", "Inoperative" or "Incapable of being performed".

Addressing on the role of the courts and institutions, Ms. Kimani stressed that the generally accepted principle is that there is no review of the merits of the dispute and that the role is rather limited to that of assistance so far as enforcement of agreement, constitution of tribunal, challenge to arbitrator, granting of interim measures and reconstitution of tribunal are concerned. She also added that the Supreme Court also has a supervisory role where validity and scope of arbitration agreement, respect for agreed procedure and mandatory provisions and setting aside of arbitration award are concerned.

Towards the end of her presentation, Ms. Kimani gave an overview of Mauritius's experience with Investor-State Arbitration. She provided figures to enlighten the audience on the fact that Mauritius has signed 48 Bilateral Investment Treaties, out of which 28 are in force, 19 which were signed but not in force and 1 which was terminated with India.

(iv) Intervention of Mr. Vlad Movshovich Partner at Webber Wentzel, Johannesburg

Mr. Vlad started his presentation by propounding that the Convention on the Recognition and Enforcement of Foreign Arbitral Awards[8], also known as the New York Convention (NYC), is one of the key instruments in international arbitration. The New York Convention applies to the recognition and enforcement of foreign arbitral awards and the referral by a court to arbitration.

He explained that there are 3 categories of awards when one refers to arbitration including the ICSID award whereby the enforcing party is a treaty state to the ICSID Convention and the recognition and enforcement are done pursuant to the latter convention, the purely domestic awards rendered under domestic laws of a country and lastly, the international arbitral award duly recognised and enforced under the NYC.

At this juncture, Mr. Vlad put forth that the focus of his speech would be on the recognition and enforcement of arbitral awards under the NYC.

He explained that recognizing the growing importance of international arbitration as a means of settling international commercial disputes, the NYC seeks to provide common legislative standards for the recognition of arbitration agreements and court recognition and enforcement of foreign and non-domestic arbitral awards.

[8] The New York Arbitration Convention on the Recognition and Enforcement of Foreign Arbitral Awards, New York, 10 June 1958

Mr. Vlad then delineated that the Convention defines five grounds upon which recognition and enforcement may be refused at the request of the party against whom it is invoked. The grounds include incapacity of the parties, invalidity of the arbitration agreement, due process, scope of the arbitration agreement, jurisdiction of the arbitral tribunal, setting aside or suspension of an award in the country in which, or under the law of which, that award was made.
Examples would include awards which deal with disputes not contemplated by or not falling within the terms of the submission to arbitration or it contains a decision on a matter beyond the scope of the submissions to arbitration or that the composition of the arbitral award was not with the agreement of the parties or was not in accordance with the Act. One would often see as a prominent ground the fact that the award has not yet become binding on the parties, or has been set aside or suspended by a Competent Authority of the country in which that award was made.

The Convention also defines two additional grounds upon which the court may, *proprio motu*, refuse recognition and enforcement of an award. Those grounds relate to arbitrability and public policy, where for example, the subject matter of the difference is not capable of settlement by arbitration under the law of that country or that the recognition or enforcement of the award would be contrary to the public policy of that country.

Mr. Vlad hastened to add that under Article V (1) of the NYC, the Court has the discretion to refuse recognition and enforcement of the foreign awards only if the respondents prove that there has been violation of any of the **exhaustive grounds (a) to (e)** as duly set out accordingly.

In guise of a concluding note, Mr. Vald accentuated that in deciding whether to refuse recognition and enforcement under Article V, the Court should not look into the merits of the dispute between the parties inasmuch as its task is not to sit on appeal and review the decision of the Tribunal on the merits or to substitute its own decision for that of the Tribunal but to consider whether it will refuse recognition and enforcement under any of the grounds that are relied upon and proved by a respondent under Article V of the NYC.

DAY 2 – Friday 09 August 2019

(i) Intervention of Dr. Túlio Di Giacomo Toledo, Head of PCA Mauritius Office

Dr Túlio Di Giacomo Toledo, Legal Counsel & Head of PCA Mauritius, the first speaker for the second day of the Residential Retreat for Judges on International Arbitration on 9 August 2019, based his presentation on 'The Mauritius Arbitration Project: A Debate on the Current State and Next Steps'. The presentation was designed to acquaint the esteemed Judges of the Supreme Court with an understanding of the Mauritian Arbitration Project as well as the practical benefits of establishing Mauritius as a centre of excellence in the African region.

Dr Toledo started his presentation by quoting Salim Moollan QC at the 2014 International Council for Commercial Arbitration conference in Miami, USA:

"The conceptual premise of the Mauritian project is that the answer to this is to make sure that the developing world has its say in the process and in its development, and for international

arbitration progressively to become part and parcel of the legal culture of developing countries."

The aim is accordingly to create a platform run for the benefit of the region as a whole to build capacity in the field of international dispute resolution, so that (within a generation) Africa can draw on the expertise of specialist African arbitrators and lawyers.

The big picture, according to the speaker, is influenced by a dazzlingly complex set of challenges, including the credibility of African institutions, arbitrator selection and lack of diversity, negotiating power of African parties, pre-dominant choice of non-African arbitration seat, etc. Underlying these challenges is the delocalization of arbitration involving African parties because this arbitration is not held at an African venue. More than 95% of the time, both commercial and investor-state arbitrations, involving an African party, are held outside Africa. This is unfortunate insofar as Africa now has institutions as well as established centres on arbitration. The Mauritius International Arbitration Centre (MIAC) is one such example providing excellent services. Instead of going to Geneva, Stockholm, Zurich, London, Paris, it is much cheaper and much better for African countries to have the arbitration held on African soil, for instance in Mauritius, Kigali or Abidjan. As Judge Yusuf, President of the International Court of Justice stated, there is a pressing need to ensure 're-localization of arbitration in Africa'.

On the issue of legitimacy, the speaker noted that 11 of the 56 International Centre for Settlement of Investment Disputes (ICSID) arbitration cases registered in 2018 were brought against African states (19.6 per cent of claims registered that year). The scant proportion (3 per cent in 2018) of African arbitrators, conciliators and ad hoc committee members appointed in ICSID cases was also highlighted.

Dr Toledo then expatiated on the origins and establishment of the Mauritius Arbitration Project. The key objectives of this project were to establish an attractive seat of arbitration; encourage African participation; and to build capacity and expertise in the region. The salient features of a good seat of arbitration are encompassed in the 10 Principles for an efficient and effective seat of arbitration (Chartered Institute of Arbitrators 2018):

1. An arbitration law providing a good framework for the process, limiting court intervention, and striking the right balance between confidentiality and transparency;
2. An independent, competent and efficient judiciary;
3. An independent, competent legal profession with expertise in international arbitration;
4. A sound legal education system; the right to choose one's legal representative, local or foreign;
5. Ready access to the country for witnesses and counsel and a safe environment for participants and their documents;
6. Good logistical support, including transcription, hearing rooms, document handling, and translation;

7. Professional norms embracing a diversity of legal and cultural traditions, and ethical principles governing arbitrators and counsel;

8. Well-functioning venues for hearings and other meetings;

9. Adherence to treaties for the recognition and enforcement of foreign awards and arbitration agreements; and

10. Immunity for arbitrators from civil liability for anything done or omitted to be done in good faith as an arbitrator.

There were myriad reasons to choose Mauritius inasmuch as it satisfied these essential conditions. It is a politically stable and non-aligned country with a long tradition of democracy, good governance and respect for the rule of law. The independent judiciary observes the rule of non-interference in arbitral proceedings. The small island has a vibrant economy where the services sector account for more than 70% of its GDP. It is a member of different regional organisations such as the SADC and the COMESA. It has the advantage of being situated geographically at the crossroads of Africa, Asia and Europe. The legal system encompasses elements of both French civil law and English common law. Foreign lawyers are allowed to appear as arbitrators or counsel. Mauritius is also a party to the 1958 New York Convention and has a network of DTAAs as a result of which it can act as a conduit for international investments.

The speaker then went on to provide a broad overview of the Mauritian International Arbitration Act 2008 which is closely based on the 2006 iteration of the UNCITRAL Model Law. Some unique features of the MIA Act include the distinct legal framework that is created for international arbitration; a panel of 6 designated supreme court judges to hear international arbitration matters before the court; single judge hears application for urgent reliefs; spirit of support and non-interference of national courts on international arbitration proceedings; positive and negative effect of the doctrine of competence-competence and separability; the approach to interim measures; and confidentiality provisions. The Act further deviates from the Model Law in allocating to the PCA certain functions that under the Model Law would usually be performed by a local court. These functions include the appointment of arbitrators under certain circumstances (for instance where the parties have not agreed on an appointment procedure and either the respondent fails to appoint its arbitrator (for a panel of three) or the parties fail to appoint a sole arbitrator or presiding arbitrator); aspects of decisions on arbitrator challenges and termination of arbitrator mandate; adjustment of arbitrators' fees and expenses; and extension of time limits (where other available recourse has been exhausted and an injustice would otherwise occur). Decisions of the PCA under the Mauritian International Act are final and subject to no appeal or review.

The next part of the presentation of the speaker focused on the role of the PCA. The latter is an independent intergovernmental organisation established by treaty, and has the unique role as designating authority under the UNCITRAL Rules. The PCA opened its first overseas office in Mauritius in September 2010 pursuant to the PCA-Mauritius host country agreement, which was concluded in April 2009, in order to assist with the discharge of the Secretary-General's functions under the Mauritian International Arbitration Act 2008, and with the promotion of

Mauritius as a venue for international arbitration and PCA services throughout the African region. The PCA also opened its Singapore Office in January 2018 pursuant to the PCA-Singapore host country agreement concluded in 2017. PCA-Singapore has acted in nearly 750 appointing authority matters, including interstate disputes, arbitrations under investment agreements, and contract disputes. In effect, the statutory role of PCA is intended to 'strengthen the international standing of the new Act, and... to assure international users that all decisions on these matters would be taken by a neutral, highly reputed and experienced international body.'

Dr Toledo ended his presentation by highlighting that Mauritius is a centre of excellence with regard to arbitration proceedings. According to the Delos Guide to Arbitration Places (2018), Mauritius is the only African jurisdiction which is listed as one of the 32 safe seats for arbitral proceedings worldwide. It is considered as a 'top-of-mind' model. As stated by Grant Herholdt in 2017, then director of ENSafrica:

The [South African] government is believed to be interested in setting up an international arbitration centre, akin to the Mauritius International Arbitration Centre (MIAC), which has positioned itself as the offshore venue of choice for Africa arbitration in recent years.

(ii) Intervention of Ms. Fedelma C. Smith, Senior Legal Counsel and Head of PCA Singapore

Ms Fedelma C Smith, Senior Legal Counsel and Head of PCA Singapore, was the final speaker of the residential retreat. She made a presentation on 'The Practical Aspects of the Mauritius International Arbitration Act 2008'. The 2008 Act focuses solely on international commercial arbitration. Ms Smith re-introduced the salient features of the MIAA to the audience. Largely based on the UNCITRAL Model Law on International Commercial Arbitration, the MIAA featured a few novel adaptations, including a reference to arbitration unless there is prima facie a 'very strong probability' that the arbitration agreement is ineffective, the principle that 'no court shall intervene' except as provided by the MIAA, and the allocation of authority for arbitral appointments and other administrative functions to the PCA at the Hague. An appeal from the designated panel lies directly to the Privy Council in London, without an intermediate appeal stage. This special procedure guarantees access to specially-trained judges of the highest court of Mauritius and an expedited appeal process.

The MIAA provides that in matters governed by the Act, no Court shall intervene except where so provided under the Act. The Act reproduces Article 5 of the Model Law at section 3(8), in that, courts are not to intervene in the international arbitration agreement governed by the Act except where the Act provides that they are to do so. One instance where the Supreme Court can intervene is in relation to interim measures under section 23. But even that limited power of the Supreme Court to grant interim relief is further circumscribed by the need for the Supreme Court to 'exercise that power in accordance with the applicable Court procedure in consideration of the specific features of international arbitration' (section 23(1)). In other words, the Supreme Court should adopt established and well-known principles of international arbitration when exercising its powers under that section. It is clear from the drafting of the

MIAA 2008 that the culture of non-interventionism is considered as one of the pillars that sustain a reliable seat of arbitration.

Yet another distinctive feature of the MIAA relates to the doctrine of competence-competence. The provisions are derived from the Model Law. However, there are two differences that further reinforce the application of competence-competence. In its Section 5, the Act provides that the court has to refer parties to arbitration unless it is proved 'on a prima facie basis that there is a very strong probability that the arbitration agreement may be null and void, inoperative or incapable of being performed.' It is clearly stipulated in the Travaux Préparatoires, that in its initial assessment of whether there is a very strong probability that the arbitration agreement is null and void, inoperative or incapable of being performed, the Supreme Court should only assess the issues on a prima facie basis. The Supreme Court cannot engage into a full trial or even a mini trial of the relevant issues. It is then only within the jurisdiction of the arbitral tribunal to deal with the issue that has arisen under the circumstances. However, the parties have the right to have recourse to the court again after the tribunal's determination, pursuant to S 20(7) or S 39 of the MIAA. This is to prove to what extent the legislator has purported to give the maximum effect to the doctrine of competence-competence.

Moreover, in relation to interim measures and in order to buttress the non-interventionist approach that permeates throughout the Act, section 23 provides that the court will only intervene to support the arbitral process (and not disrupt it) when two conditions are satisfied, namely (i) there is real urgency and (ii) the arbitral tribunal is unable to act effectively. The Act departs from the Model Law in that respect by providing expressly for the circumstances in which the court shall intervene.

The speaker used a lot of case studies in order to enable to the audience to get to grips with the practical aspects underlying the substantive provisions of the Act. The case studies on the application of the MIAA and interim reliefs are reproduced verbatim below.

Does the MIAA apply?

Example 1

- The seat of the arbitration is Mauritius
- The Claimant is a South African company
- The Respondent is a French company
- The subject matter is a building project in Morocco

Example 2

- The seat of the arbitration is Mauritius
- The Claimant is a Mauritian individual
- The Respondent is a Mauritian individual
- The subject matter of the contract is a construction project at Flic en Flac

Example 3

- The seat of the arbitration is Mauritius
- The Claimant is an Indian company
- The Respondent is a Russian individual
- The subject matter of the contract is the sale of a helicopter in Moscow

Example 4

- The seat of the arbitration is London
- The Claimant is a Mauritian individual
- The Respondent is a Mauritian individual
- The subject matter of the contract is a fashion boutique in Port Louis

Interim reliefs

Example 1

- The Claimant and the Respondent are based in London.
- The Claimant has commenced arbitration to claim a sum of money under a consultancy contract.
- The seat of the arbitration is Dubai
- A ship belonging to the Respondent, the Sea Elephant, has docked at Port Louis
- The Claimant applies to the Mauritius courts to seize the ship.

Example 2

- The Claimant is an individual from Mozambique. The Respondent is a property development company incorporated in the Netherlands.
- The Claimant has commenced arbitration in respect of unpaid invoices.
- The seat of the arbitration is Mauritius
- The Respondent owns a housing development at Turtle Bay, Balaclava
- The Claimant applies to the Mauritius courts for an order to prevent the Respondent from selling the property in Mauritius

The residential retreat for the judges of the Supreme Court was a resounding success insofar as it shed light on current and complex issues in international arbitration practice. The Chief Justice of Mauritius, Hon. E Balancy, ended the conference by thanking the participants and keynote speakers. He also highlighted the importance of regular training for judges so that they can keep pace with advancements in the law, which will eventually enable them to administer justice in a more efficient manner.

Submitted by:
Ms. Anamika Anandhi Singh Sharma Devi KASORY & Mr. Neel R. PURMAH
Legal Researchers
Institute for Judicial and Legal Studies
13 August 2019