Neutral Citation Number: [2026] EWHC 666 (Comm)

Claim No: CL-2026-000102

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMMERCIAL COURT (KBD)

IN THE MATTER OF AN ARBITRATION CLAIM

The Rolls Building
7 Rolls Buildings
Fetter Lane
London, EC4A 1NL

Friday, 13th March 2026

Before:

THE HON MR. JUSTICE BRYAN

- -

Between:

MAXAMCORP INTERNATIONAL SL **(a company incorporated in the Kingdom of Spain)**	**Claimant**
- and -	
EUROTEL LLC **(A company incorporated in the Russian Federation)**	**Defendant**

- -

- -

MR. PAUL KEY KC and MR. NATHAN TWIBILL (instructed by LK Law LLP) appeared on behalf of the Claimant

The Defendant did not appear and was not represented

- -

APPROVED JUDGMENT

MR. JUSTICE BRYAN:

A. INTRODUCTION

1. This is a return date hearing following the grant of an interim anti-suit injunction and anti-enforcement injunction by Andrew Baker J on 2 March 2026 ("the 2 March Order) following a without notice application by the claimant ("Maxam"). The 2 March Order was largely directed at preventing the Defendant ("Eurotel") from pursuing foreign court proceedings in breach of agreements. The original application was supported by the first witness statement of James Hayton dated 2 March 2026 ("Hayton 1"). The continuance of the injunctions and the further relief sought at this hearing is supported by the second witness statement of James Hayton dated 9 March 2026 ("Hayton 2").

2. In broad terms the 2 March Order:

   (a) permits Maxam to serve Eurotel out of the jurisdiction and by an alternative method, namely by emails on the lawyers who at the time of that application represented Eurotel in the proceedings which it has commenced against Maxam in the Voronezh Arbitrazh Court in Russia (Case No. A 14-17859/2024 ("the Russian Proceedings");

   (b) restrains Eurotel were pursuing the Russian proceedings or any other proceedings otherwise than in accordance with the terms of certain arbitration agreements ("the Arbitration Agreements"). These arbitration agreements were contained in or incorporated into certain supply agreements ("the Supply Agreements"); and

   (c) restrains Eurotel from enforcing any judgment rendered against Maxam in the Russian Proceedings.

3. Following the grant of the 2 March Order, service of the Claim Form, the 2 March Order and the related materials was effected (as addressed in Hayton 2). However, Eurotel nevertheless continued its pursuit of the Russian Proceedings and obtained judgment on 4 March 2026 ("the 4 March 2026 Russian Judgment").

4. In the present application, Maxam seeks to continue the relief granted in the 2 March Order until a final hearing of Maxam's Arbitration Claim, that is a claim which seeks final anti-suit injunctive ("ASI") and anti-enforcement injunctive ("AEI") relief. Due to the events in the Russian Proceedings, Maxam seeks to vary the 2 March Order to further order in three respects:

   (1) First, to clarify that the interim anti-enforcement injunction applies specifically to the 4 March 2026 Russian Judgment.

   (2) Secondly, to add to the interim injunction a further injunction to require Eurotel to take all necessary steps within its power not only to "adjourn or stay or otherwise defer until after further order in these proceedings any consideration of the merits of its claims in the Russian Proceedings", as per the 2 March Order but also to "set aside the 4 March 2026 Russian Judgment"; and

(3) Thirdly, to grant Maxam permission to serve any further documents required to be served in these proceedings on Eurotel's new lawyers in the Russian Proceedings ("the New Representatives").

5. Maxam seeks ASI and AEI relief as a result of the Russian Proceedings, by which Eurotel seeks to recover sums said to be due under the Supply Agreements entered into by Maxam, and to which Eurotel claims to be entitled as assigned of rights under those contracts.

6. For its part, Maxam says it is the target of a corporate raid brought by or at the behest of one of its competitors in Russia, pursuant to which assets have been transferred away from it by unauthorised transactions, and that the assignments on which Eurotel relies are invalid and ineffective to transfer the rights to Eurotel, which Eurotel now relies on in bringing its claims in Russia. There are seven Supply Agreements under three of which Eurotel claims included or incorporated English law-governed arbitration clauses providing for LCIA arbitration in London. The other four supply agreements also included arbitration clauses.

7. Accordingly, Maxam is claiming ASI and AEI relief on the "quasi-contractual" basis, on the ground that Eurotel is claiming to assert contractual rights which are "conditioned" by the arbitration agreements found in the relevant contracts.

8. The relevant legal principles are well established and I summarise them in due course below.

9. The present application upon the return date was made on notice to Eurotel. The application notice, draft order, and Hayton 2 were each served (I am satisfied) before 3pm on Monday, 9 March 2026, (i) in accordance with the method or alternative service permitted in paragraph 7 of the 2 March Order, and also (ii) by email to Eurotel's New Representatives. I have been addressed further in relation to that by Mr. Paul Key KC who appears before me this morning.

10. Eurotel did not appear upon this return date hearing. At the outset of the hearing, I satisfied myself that they had had proper notice of the hearing and had chosen not to attend or make any representations as to the continuance of the injunctions. Such an approach is entirely consistent with them having ignored the existing injunctions granted by Andrew Baker J. In such circumstances, I was satisfied that it was appropriate to proceed to hear the return date hearing and associated further relief sought in their absence.

B. BACKGROUND

B.1. The Procedural Background

11. The procedural background to the Russian Proceedings and to the application before me is somewhat complex, but it can be summarised for present purposes as follows.

12. Maxam is a large and well established Spanish company. During the period from 2020 to 2022 Maxam had four 100% direct subsidiaries in Russia. Three of those subsidiaries bought and sold chemical reagents and related products. These were: (i)

UEE-Siberia LLC ("UEE"); (ii) Eastern Mining Services LLC ("EMS"); and (iii) High-Tech Initiation Systems JSC ("VSI").

13. The fourth subsidiary, Maxam Russia LLC, was the management company of UEE, EMS and VSC.

14. Maxam's external suppliers included EuroChem Group AG and EuroChem Trading GmbH (together "EuroChem").

15. Maxam entered into a number of supply agreements with UEE, EMS and EuroChem (before the Russian invasion of Ukraine in February 2022), including the seven Supply Agreements in question, as follows: (1) with EMS, Supply Agreement No. 1; (2) with UEE, Supply Agreements No. 3-4; and (3) with EuroChem, Supply Agreements No. 5 to 7.

16. Those Supply Agreements contained (or incorporated by reference) LCIA, HKIAC, and IAC arbitration agreements (as addressed in the Appendix to Hayton 1 ("the Arbitration Agreements").

17. In 2023, by assignments which Maxam does not challenge, EuroChem assigned rights under Supply Agreements 5-7 ("the EuroChem Claims") the Russian subsidiary ("EuroChem Russia"), and EuroChem Russia subsequently assigned those rights to UEE.

18. Also in 2023, there began what Maxam now believes to have been a corporate raid launched on it by one of its competitors, Promsintez JSC ("Promsintez"). That raid resulted, amongst other things, in Maxam losing control of VSI in or around February 2024. As Mr. Hayton explains in paragraph 36 of his first witness statement, Maxam and Maxam Russia brought or participated in proceedings started in Russia in March, May and June 2024 seeking to establish their rights. They have since lost in two of those sets of proceedings with cassation appeals having failed in April 2025 and October 2025 and have recently lost a further appeal.

19. On 27 April 2024, there were two purported assignments which Maxam says are invalid:

    (1) First "Assignment Agreement no.77" dated 27th April 2024 by which UEE purported to assign both (i) the EuroChem Claims and also, (ii) its own claims to debts due under Supply Agreements No. 2-4 ("the UEE Claims") to VSI. The value of the EuroChem Claims was said to be USD 9,620,569 and the UEE Claims EUR 537,461.32.

    (2) Secondly, "Assignment Agreements No. 78" dated 27 April 2024 by which EMS assigned its claims under Supply Agreement No. 1 ("the EMS Claims") to VSI. The value of the EMS Claim was said to be EUR 2,357,666.21 (although that value was subsequently purportedly amended on 5 June 2024 to EUR 2,435,379.41).

20. Maxam's response was to bring claims in Krasnoyarsk and in Murmansk, as the sole shareholder in UEE and EMS respectively, challenging the validity of April 2024 assignments, saying they resulted from a raider attack by individuals associated with

Promsintez's. In those claims, and as Mr. Hayton addresses in paragraph 41 of his first witness statement, Maxam contend that:

(1) Maxam has been the target of a corporate raid by Promsintez.

(2) Assignments Agreements Nos. 77 and 78 were purported signed on behalf of UEE by a Mr. Mikaelyan who was a financial director of another of Maxam's subsidiaries, Maxam Russia LLC, but Mr. Mikaelyan had, by the date of signature, requested to resign from his position and had in any event not been granted a power of attorney on behalf of either UEE or EMS entitling him to any such agreement on their behalf.

(3) Those Assignment Agreements were not authorised by the governing body of UEE or EMS.

(4) The transactions were detrimental to UEE's and EMS's interests and were therefore liable to be set aside under Russian law.

21. The Assignment Challenge Proceedings brought on behalf of EMS were dismissed on 19 May 2025. Maxam lost on appeal on 15 September 2025 and the cassation appeal was dismissed on 16 February 2026. The claim brought on behalf of UEE was dismissed on 24 June 2025. Maxam lost on appeal on 24 October 2025 and the cassation appeal is due to be heard on 12 May 2026.

22. Those Assignment Challenge roceedings were issued before any proceedings brought against Maxam in Russia purporting to assert claims under the supply agreements and, as I have mentioned, the cassation appeal in one of those proceedings has not yet been heard while the other was only dismissed on 16 February 2026.

23. In the meantime in 2024, there was a further purported assignment "Assignment Agreement No. 80" dated 8 August 2024 by which VSI had assigned its purported rights to the EuroChem Claims, the UEE Claims and the EMS Claim to Eurotel, and also gave what amounts under Russian law to a guarantee to Eurotel of up to 50% of the debts being assigned. The total value of the claims said to be assigned EUR 2,972,840.73 and USD 9,620,569.78.

24. On 28 August 2024, Eurotel sent Maxam a pre-action claim letter and on 8 October 2024 Eurotel filed the Statement of Claim which commenced the Russian Proceedings against Maxam and also in the same proceedings, a claim against VSI on its guarantee pursuant to Assignment Agreement No. 80.

25. At the same time, Eurotel applied for interim measures against Maxam and the Russian Court granted that application on 10 October 2024, ordering the seizure of Maxam's shares in UEE, EMS and Maxam Russia.

26. On 25 October 2024, Maxam contested the jurisdiction of the Russian Court to determine Eurotel's claim against Maxam in the Russian Proceedings relying on the Arbitration Agreements in the Supply Agreements ("the Jurisdiction Motion").

27. On 27 August 2025, the Russian Court dismissed the Jurisdiction Motion but granted an application by Maxam to stay the Russian Proceedings pending the outcome of the

assignment to challenge proceedings. That stay was appealed by Eurotel and on 18 November 2025 the appellate court quashed the stay.

28. Since it was unable to appeal the dismissal of a Jurisdiction Motion until a judgment is handed down on the merits of the Russian Proceedings, Maxam filed its statement of defence in the Russian Proceedings on 15 December 2025. That identifies the following ground on which Maxam seeks a dismissal of the claim in its entirety, on the basis that it: (i) denies that Eurotel is the assignee of the rights under the Supply Agreements; and (ii) denies it is liable to pay the sums claimed by Eurotel. In this regard, its case is that:

    (1) The Assignments Nos. 77, 78 and 80 are intended to harm the interests of the Maxam Group of companies and Maxam in particular, and Eurotel's claim in the Russian Proceedings is a means to achieve that goal. The claims should therefore be dismissed on the basis they are 'a clear abuse of rights' (see Defence at paragraphs 1-8).

    (2) Eurotel violates the terms of the Supply Agreement on applicable law and bases its claims solely on the 1980 UN Convention on Contracts for the International Sale of Goods, as well as on the norms of Russian legislation, although the UN Convention does not apply to three of the Supply Agreements (see Defence paragraphs 9-15).

    (3) Eurotel and VSI violated the contractual prohibition on the assignment of claims without consent which the Defence says are contained in two of the Supply Agreements, with the result that the claims under those Supply Agreements "must be denied" (see Defence paragraphs 16-20).

    (4) Eurotel unlawfully failed to take into account additional agreements on the extension of payment terms and the terms of validity of the Supply Agreements, with the result that for a number of the Supply Agreements, "the postponement of deadlines indicates that the plaintiff has incorrectly calculated the penalties, and for some, it indicates that the payment deadline has not yet arrived, which precludes the possibility of satisfying the claim" (see Defences paragraphs 21-26).

    (5) Eurotel wrongly claims that terms in some of the Supply Agreements providing a maximum amount of penalties are invalid (see Defences paragraphs 27-39).

B.2 Developments Following the Hearing Before Andrew Baker J

29. Maxam served a sealed copy of the 2 March Order on Eurotel's Russian legal representatives in the method provided by paragraph 7 of the 2 March Order, at 16.50 on 2 March (see Hayton 2 at paragraph 10). At 18.16 on the same day, Maxam served by the same method a letter addressed to Eurotel informing it of these proceedings including a file share link to the materials required to be served in accordance with paragraph 7 of the 2 March Order (see Hayton 2 at paragraph 12). In both cases Mr. Hayton received a delivery receipt and read receipt from an email address "o.kolotilov@kkplaw.ru" (see Hayton 2 at paragraphs 11 and 14).

30. The hearing in the Russian Proceedings which had been scheduled for 4 March 2026 took place. At the hearing, Eurotel was represented by the new representatives who were not the persons whose email addresses were stated for service in the 2 March Order. During the hearing, the Court read out the details of the New Representatives power of attorney from Eurotel which the court said was dated 5 March 2026, and which was after service of the 2 March Order had been effected.

31. Prior to the commencement of the session, Maxam's Russian counsel handed a copy of the 2 March Order to the new representatives accompanied by a notarised translation of it in Russian. Once the hearing began, the New Representatives asserted to the Russian Court that the injunction had no effect on the Russian Proceedings and could not restrict the judge from rendering a decision. The Court proceeded to reject an application by Maxam to adjourn the hearing. Maxam's Russian counsel then formally submitted the 2 March Order with a certified translation into the case file.

32. The New Representatives objected to all of Maxam's motions and insisted that the court render a final judgment immediately. Maxam advanced its arguments in defence and Eurotel's new representatives did not speak other than to say that Eurotel's position was as set out in its pleadings. The Court subsequently granted Eurotel's Claim in full without giving reasons at the time. A written judgment is expected to be handed down between 10 and 19 March 2026 but as the hearing was in camera the judgment is not expected to be filed in public.

33. I am satisfied that in consequence Eurotel:

    (1) has breached paragraphs 3 and 4 of the 2 March Order by pursuing and obtaining its claims against Maxam in the Russian Proceedings at the 4 March 2026 hearing and;

    (2) has breached paragraph 6 of the 2 March Order by failing to take all necessary steps within its power to adjourn or stay or otherwise defer until further order in these proceedings any consideration of the merits of its claims in the Russian Proceedings.

C. JURISDICTION

34. The first requirement for the granting of ASI relief to protect and enforce an arbitration agreement is substantive jurisdiction over the injunction defendant. In this regard CPR 62.5 provides:

> "(1) Subject to paragraph (2A), the court may give permission to serve an arbitration claim form out of the jurisdiction if – ...
>
> (c) the claimant –
>
> (i) seeks some other remedy or requires a question to be decided by the court affecting an arbitration (whether started or not), an arbitration agreement or an arbitration award; and
>
> (ii) the seat of the arbitration is or will be within the jurisdiction or the conditions in section 2(4) of the 1996 Act are satisfied ....

> 2A) An arbitration claim form falling within (1)(a) to (c) above may be served out of the jurisdiction without permission if—
>
> (a) the seat of the arbitration is or will be in England and Wales; and
>
> (b) the respondent is party to the arbitration agreement in question."

35. For the purposes of 62.5(1)(c)(i), Maxam is seeking a remedy or requiring a question to be decided by the Court affecting an arbitration agreement, namely the Arbitration Agreements in the Supply Agreements. The remedies sought and questions to be decided concern whether the Court should grant a final ASI, a final AEI and declaratory relief in connection with the arbitration agreements.

36. In the case of *Unicredit Bank GmbH v RusChem Alliance LLC* ("*RusChem Alliance*") [2024] UKSC 30 [2025] AC 1177 at [91], Lord Leggatt confirmed that a claim for "some other remedy...affecting...an arbitration agreement" under CPR 62.45(1)(c) includes an ASI.

37. CPR 6.36 provides:

> "In any proceedings to which rule 6.32 or 6.33 does not apply, the claimant may serve a claim form out of the jurisdiction with the permission of the court if any of the grounds set out in paragraph 3.1 of Practice Direction 6B apply."

38. CPR 6.37 provides in material respects:

> "(3) The court will not give permission unless satisfied that England and Wales is the proper place in which to bring the claim."

39. CPR PD 6B provides amongst other matters as follows:

> "[3.1] The claimant may serve a claim form out of the jurisdiction with the permission of the court under rule 6.36 where ....
>
> (4A) A claim is made against the defendant which—
>
> (a) was served on the defendant within the jurisdiction without the need for the defendant's agreement to accept such service;
>
> (b) falls within CPR rule 6.33; or
>
> (c) falls within one or more of paragraphs (1A), (2), (6) to (16A) or (19) to (23),and a further claim is made against the same defendant which arises out of the same or closely connected facts
>
> ....
>
> (6) A claim is made in respect of a contract where the contract. .... (c) is governed by the law of England and Wales."

C.1 Claim relating to Supply Agreements 5-7

40. Supply Agreements 5-7, which represent around 75.2% of the value of Eurotel's claim have Arbitration Agreements with an express choice of London-seated LCIA arbitration. Pursuant to section 6A (1)of the Arbitration Act 1996, those Arbitration Agreements are governed by English law.

41. I am satisfied that the requirements of CPR 65(1)(c)(ii) are met in relation to relief in respect of claims arising under Supply Agreements 5-7.

42. Applying the principles summarised in *Altimo Holdings v Kyrgyz Mobile ("Altimo Holdings")* [2011] UKPC 7 [2012] 1 WLR 1804, PC at [71], [81] and [88] per Lord Collins and in *VTB Capital plc v Nutritek International Corp* [2012] EWCA Civ 808; [2012] 2 Lloyd's Rep 313, CA at [99] to [101], I am satisfied that there is also a good arguable case that the claims for relief in respect of Supply Agreements 5-7 falls within the gateway at CPR PD 6B paragraph 3.1(6)(c) (claim in respect of a contract governed by English law namely the Arbitration Agreements) and that there is a serious issue to be tried on the merits of the claim (to which I shall return).

43. I am also satisfied that even if relief could not be granted in respect of Supply Agreements 1-4, which is not the case for the reasons I address below, England is the proper place to bring this claim and it is appropriate for the Court to give permission to serve out under CPR 62.5 and 6.36 and grant the ASI and EI relief sought in order to uphold the parties' Arbitration Agreements.

44. I am satisfied that the fact that Eurotel has chosen to bundle the claims together is not, on any view, "a good reason" why relief should not be granted in respect of claims brought pursuant to Supply Agreements 5-7, which contain arbitration agreements providing for LCIA arbitration in London or why England is not the proper place to bring this claim.

45. I have considered the fact that Eurotel might have argued that the fact that the ASI relief sought would have the effect of fragmenting the single claim brought in the Russian proceedings across various proceedings might amount to a "good reason" and might be indicative that England is not the proper place for the claim.

46. However, I am satisfied that in circumstances where the parties agreed arbitration clauses for their contracts, such arguments are not meritorious and I consider England is the proper place to bring the claim and it is appropriate for the Court to grant permission to serve out.

47. Supply Agreements 1-3, which represent about 24.2% of the value of Eurotel's claim specify only that the dispute:

> ".... shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators having knowledge of English and appointed pursuant to the said Rules."

48. ICC arbitrations have no default seat in the absence of express choice by the parties. ICC 2021 Arbitration Rules Article 18(1) provides that:

> "The place of the arbitration shall be fixed by the Court, unless agreed upon by the parties."

49. Supply Agreement 4, which represents about 0.6% of the value of Eurotel's claim, provides for a Hong Kong seat of arbitration and Hong Kong law as the law of the Arbitration Agreement with a choice of English law to govern the substantive contract.

50. In relation to Supply Agreements 1-4, I have had regard to the principle identified by the Supreme Court in *RusChem Alliance LLC* that if a contract contains an arbitration agreement, including where the seat of the arbitration is outside England and Wales or no seat has been designated or determined, the English court will in principle grant an injunction to restrain a breach for the arbitration agreement by a party over which it has personal jurisdiction either because the party has been served with the claim form in England and Wales or because jurisdiction has been established through one of the gateways in CPR PD 6B paragraph 3.1, unless until the opinion of the court the seat of the arbitration is or likely to be outside England and Wales makes it inappropriate on the facts of the case to do so.

51. I am satisfied this Court has jurisdiction over Eurotel pursuant to 62.5 and gateway CPR PD 6B paragraph 3.16(6)(c) in relation to Supply Agreements 5-7 and that Maxam's claim for relief in respect of Supply Agreements 1-4 fall within gateway CPR PD 6B paragraph 3.1(4)A - that is a claim is made against Eurotel which falls within gateway 3.1(6)(c) contract governed by English law and a further claim is made against the same defendant which arises out of the same or closely connected facts namely, the assignments Russia and the Russian proceedings brought by Eurotel in breach of the various Arbitration Agreements.

52. Consistent with the principle established in *RusChem Alliance* and taking the same approach in a claim of a different type involving gateway 4A in *Eurasia Sports Ltd v Tsai* [2018] EWCA Civ 1742; [2018] 1 WLR 6089, Floyd LJ stated at [48]:

> "Of course, the concerns expressed in the *Altimo Holdings* case [2012] 1 WLR 1804 about the width of the necessary and proper party gateway apply with equal force when a party seeks to build gateway upon gateway as in the present case. That is not, in my judgment, a sufficient reason for giving the words a strained construction. The appropriate stage at which to give effect to those concerns is at the stage of considering whether, under CPR r 6.37(3), England and Wales is the proper place in which to bring the claim."

53. See also in this regard *Eli Lilly and Co and others v Genentech Inc* [2018] 1WLR 1775 per Birss J, at [28] to [36].

54. The question arises whether the Court should exercise its discretion to allow service out on CPR 6.25 (1)(c) and on whether England is the proper place to bring the claim (in the sense explained in the *RusChem Alliance* case at [93]). In that case at [92] Lord Leggatt stated, after discussing the discretion to serve out once jurisdiction is established under CPR PD 6B3.1(6)(c) or r.6.25(1)(c):

> "Service out of the jurisdiction should in principle be permitted unless, in the opinion of the court, the fact that the seat of the arbitration is or is likely to be outside England and Wales makes it inappropriate on the facts of the case to exercise the court's jurisdiction to grant relief aimed at enforcing the arbitration agreement or supporting the arbitral process. This test should be applied consistently with the principle discussed above: That a strong reason needs to be shown as to why in the particular circumstances the court ought not to exercise its jurisdiction to restrain a breach of the parties' contractual bargain."

55. The gateway relied upon by Maxam for Supply Agreements 1-4 is CPR PD 6B3.1(4)A rather than (6)(c) but, in the circumstances of this case, including the common background to the claims and to the assignments, and given the emphasis put by Lord Leggatt on the court's jurisdiction to grant relief to enforce an arbitration agreement or support the arbitral process even when the seat of the arbitration is outside England and Wales, Maxam submits that the approach should be the same in this case.

56. Applying the principles identified in and explained in *RusChem Alliance*, I am satisfied it is appropriate for the English court to grant relief in these circumstances in support of the Arbitration Agreements. There is no question of the English courts exercise of that jurisdiction infringing comity in relation to the courts of the seat of the Arbitration Agreements in Supply Agreements 1- 4 (see *RusChem Alliance* in particular at [78] to [80]).

D. THE LEGAL PRINCIPLES FOR QUASI-CONTRACTUAL ASI RELIEF

57. In a case where ASI relief is sought by a contracting party against the other signatory counterparty to the relevant contract, on the basis of an arbitration agreement, the relevant principles were conveniently summarised by Foxton J in *RiverRock Securities Ltd v International Bank of St Petersburg (JSC) ("RiverRock")* [2022] LR 591 at [33]:

> "There was no real dispute as to the applicable legal framework and principles when determining whether to grant an ASI:
>
> (i) The Court has power to grant such an injunction to restrain proceedings brought in breach of an arbitration agreement under s.37 of the Senior Courts Act 1981, even if no arbitral proceedings are on foot or in prospect: *Ust- Kamenogorsk Hydropower Plant JSC v AES Hydropower Plant LLP* [2013] UKSC 35, [25].
>
> (ii) The applicant must show a 'high probability of success' that the pursuit of the foreign proceedings involves a breach of the arbitration agreement (*Aggeliki Charis Compania Maritima SA v Pagnan SpA (The Angelic Grace)* [1995] 1 Lloyd's Rep 87 and *Dell Emerging Markets (EMEA) Ltd v IB Maroc.com SA* [2017] EWHC 2397 (Comm)). This involves establishing to that standard both: (i) the existence of an arbitration agreement binding between the applicant and the respondent; and (ii) that the subject matter of the foreign proceedings falls within and is subject to that arbitration agreement.

> Issue (ii) can raise both issues as to the scope of the arbitration agreement, and whether the claim is of a kind which, as a matter of law or public policy, is capable of being made subject to an agreement for arbitration (i.e. a question of 'arbitrability'). These issues were referred to by the parties as the Breach Issue.
>
> (iii) If the applicant makes out such a case, it is for the respondent to show a 'strong reason' why relief should not be granted (*Welex AG v Rosa Maritime Ltd (The Epsilon Rosa)* [2003] 2 Lloyd's Rep 509, 518) ('the Strong Reason Issue').
>
> (iv) Finally, it must be just and convenient for an ASI to be granted ('the Discretion Issue')."

58. The application of these principles for contractual ASIs to situations where the claim is not brought by one signatory to the Arbitration Agreement against another is considered in *Mustill & Boyd: Commercial and Investor State Arbitration* at paragraphs 6-113 to 6-119, which in relevant parts states as follows:

> "[6-114], The English courts are willing to grant anti-suit injunctions in these circumstances - which are variously referred to as para-contractual or quasi-contractual anti-suit injunctions. These injunctions have been rationalised by reference to a principle of 'benefit and burden' or the concept of 'conditioned rights', and **the courts have categorised the right enforced by the anti-suit injunction as an equitable right not to be sued otherwise than in accordance with any forum agreement conditioning the claim asserted** .... In *Schiffahrtsgesellschaft Detlev von Appen v Voest Alpine Intertrading* (The Jay Bola), a case in which cargo insurers brought their own claim against the charterer for damage to the goods, Hobhouse LJ (as he then was) stated: 'The rights which the insurance company has acquired are rights which are subject to the arbitration clause .... The insurance company is not entitled to assert its claims inconsistently with the terms of the contract .... The insurance company is not entitled to enforce its right without also recognizing the obligation to arbitrate.'
>
> ....
>
> "[6.1160] In this 'derived' or 'conditioned' rights context it is now clear that the same test applies as in conventional contractual anti-suit injunction applications. At first instance, this has been held to be the case even when the anti-suit claimant denies it is party to the contract containing the arbitration agreement which it is being sued upon in the foreign jurisdiction, sometimes referred to as 'Non-Contractual Claimant' cases. It is suggested that this approach is correct in principle. As has been noted, in both contractual and non-contractual claimant cases 'the respondent is seeking to assert a contractual right without respecting an incident or condition of that right which requires the claim to be asserted in an English-seated arbitration'."

(Emphasis added)

59. The particular context for an assignee seeking to assert rights under a contract containing a choice of forum clause was addressed in *Croda Europe Limited v Agform Limited* [2025] EWHC 2462 (Comm) (per Foxton J at [20] and [44]. It is well established that the applicable principles are the same in respect of EJCs and arbitration clauses (see *QBE Europe SA/NV and Another v Generali* [2022] EWHC 2062 (Comm); [2022] 2 WLR 481 at [15] to [16], as also referred to in *Croda Europe* at [19] to [20].

E. APPLICATION OF THE RELEVANT PRINCIPLES TO THE FACTS OF THIS CASE

E.1 Breach

60. The Arbitration Agreements in each Supply Agreement are set out in the Appendix to Hayton 1.

61. As noted in the Appendix to Hayton 1, the Arbitration Agreements for Supply Agreements 6 and 7 are incorporated by reference to EuroChem's general terms and conditions ("the GTCs"). Maxam submits the Court can be satisfied to the relevant "high probability of success standard" (as summarised in *RiverRock*), that Supply Agreements 6 and 7 incorporate those Arbitration Agreements.

62. By section 6(2) of the Arbitration Act 1996 the "reference in an agreement to a written form of arbitration clause or to a document containing an arbitration clause constitutes an arbitration agreement **if the reference is such as to make that clause part of the agreement**" (emphasis added).

63. As explained in *Mustill & Boyd* at paragraph (3.42) the effect of the words "if the reference is such as to make that clause part of the agreement", is to require the issue of effective incorporation to be determined under the applicable law and (at paragraph 3.43):

> "It is the law applicable to the contract containing the words of incorporation which is to be applied in determining the existence and extent of any effective incorporation .... That law will fall to be ascertained by applying Article 10 of the Rome I Regulation. The starting point, under Article 10(1), is to apply 'the law which would govern it under this Regulation if the contract or term were valid' (i.e. the putative applicable law), with Article 10(2) permitting a party to establish absence of consent by reference to the law of its habitual residence 'if it appears from the circumstances that it would not be reasonable to determine the effect of his conduct in accordance with the law specified in paragraph 1'."

64. Here the GTCs expressly provide they are governed by English law. As is shown from the case of *Sea Trade Maritime Corporation v Hellenic Mutual War Risks Association (The 'Athena' (No 2))* [2006] EWHC 2530 (Comm) [2017] 1 WLR 280 [65] to [66], as a matter of English law, general words of incorporation (not specifically referring to the arbitration clause) are likely to be sufficient to incorporate

an arbitration clause from standard terms (which is the view expressed by the editors of *Mustill & Boyd* at paragraph 3.46). I agree. I am accordingly satisfied that Maxam has a high probability of successfully establishing that Supply Agreements 6 and 7 incorporate the Arbitration Agreements providing for LCI arbitration in London which are found in the GTCs. I am also satisfied that the Russian Proceedings constitute a breach by Eurotel of the Arbitration Agreements in Supply Agreements 5 - 7. In this regard

(1) an arbitration agreement entails the negative promise that the parties agree not to seek relief in any other forum (see the *AES Ust-Kamenogorsk Hydropower Plant LLP v Ust-Kamenogorsk Hydropower Plant JSC* case supra at [1], [21] and [48] per Lord Mance.)

(2) Eurotel's Statement of Claim in the Russian Proceedings seeks payments of the debts to Supplier said to be due under the seven Supply Agreements on the basis that the rights to claim those debts have been transferred to Eurotel by Assignment Agreement Nos. 77, 78 and 80.

(3) Maxam has at least arguable defences to those claims and so far as those disputes relate to each of Supply Agreements 5 – 7, arise "out of or in connection with" that Supply Agreement and should be referred to arbitration in accordance with the relevant Arbitration Agreement.

65. I also consider that, for the same reasons, the Russian Proceedings constitute a breach by Eurotel of the Arbitration Agreement and Supply Agreements 1 - 4 which respectively extend to "any dispute arising out of or relating to" Supply Agreements 1 - 3 or "any dispute relating to" Supply Agreement 4. I am satisfied that Maxam has a high probability of success on this point.

66. In reaching this conclusion, I have considered what points Eurotel might have taken had they chosen to appear. In this regard they might have argued:

(1) First, that Maxam does not have the necessary high probability of success on the question whether the LCI arbitration agreements are incorporated in Supply Agreement 6 and 7 in the context of what is a complex area of law. However, I am satisfied Maxam does have a high probability of success on this question.

(2) Secondly, it might have been argued that Maxam does not in fact have at least arguable defences to the claims made by it, and that Eurotel is therefore not in breach of the Arbitration Agreements in pursuing the Russian Proceedings. However, I am satisfied on the material before me that Maxam's Statement of Defence does disclose at least arguable defence to the claims.

(3) Thirdly, Eurotel might also have relied on the dismissal (including in one of the two claims, at the final Cassation stage) of Maxam's Assignment Challenge Proceedings to argue that Maxam's defence is not arguable because it is an attempt to reargue the same points. However, it appears that distinct issues are raised in the Assignment Challenge Proceedings and the Statement of Defence in the Russian Proceedings. While there is some overlap, the Assignment Challenge Proceedings will consider where issues of corporate authority and the

like align, whereas the Statement of Defence raises their defence of abuse of rights.

(4) Eurotel might also have argued that the governing law of the Arbitration Agreement with Supply Agreement is Hong Kong law, and that there is no express choice of governing law for the Arbitration Agreements and Supply Agreements 1 - 3, and that Maxam therefore cannot make out a high probability of success on the question of whether the Russian Proceedings are a breach of those agreements because it has not adduced expert evidence of foreign law. However, having regard to the clear terms of those Arbitration Agreements, I am satisfied that there is the necessary high probability that Maxam will succeed at a final hearing in establishing breach.

E.2 Strong reason to refuse relief

67. As to the question of whether there are any strong reasons against granting the relief sought:

(1) Such reasons generally relate to reasons for suing in a foreign court (see *ADM Asia-Pacific Trading Pte Ltd v PT Budi Semesta Satria* [2016] EWHC 1427 (Comm) at [34], per Phillips J, as cited by Cockerill J in *Times Trading Corpn v National Bank of Fujairah (Dubai Branch)* [2020] EWHC 1078 (Comm); [2020] Bus LR 1752 at [102]).

(2) Strong reasons can include the fragmentation of a single set of proceedings with a risk of inconsistent decisions in a multiparty multi-jurisdiction dispute if an anti-suit injunction is granted (see *Donohue v Armco Inc* [2001] UKHL 64, [2002] 1 Lloyd's Rep 425 at [27] per Lord Bingham).

(3) The existence of mandatory provision of foreign law applicable in the foreign court which overrides contractual choice of jurisdiction does not amount to a strong reason not to grant relief (see *Mustill & Boyd* at paragraph 6.109 citing cases including *Shipowners' Mutual Protection & Indemnity Association (Luxembourg) v Containerships Denizcilik Nakliyat v Ticaret (The Yusuf Cepnioglu)* [2016] EWCA Civ 386, [2016] 1 CLC 687 at [34]–[37]).

68. In the present case, I am satisfied that there are no strong reasons which justify the refusal of relief, nor is there any reason why the interim ASI/AEI should be set aside, in circumstances in which it continues to have practical utility. In this regard:

(1) Even if Eurotel disregards the ASI (or the 4 March Russian Judgment is not set aside on the application of Eurotel following the granting of the injunctive relief sought), the exercise of ASI relief from the English court would assist Maxam in resisting enforcement of such a judgment outside Russia. As explained by Mr. Hayton, Maxam is a substantial business which carries on operations internationally and ASI relief from the English court would therefore be of value in resisting enforcement outside Russia.

(2) Paragraph 2(1) of the draft order would restrict participation by Eurotel in an appeal of the Russian Proceedings.

(3) I am satisfied that paragraph 2(2) of the draft order is as applicable to Eurotel now as it was before 4 March 2026 Russian Judgment.

(4) It cannot be appropriate for a respondent to an interim anti-suit injunction to be able to procure its lifting in advance of a final hearing to determine whether should be granted and made final simply by ignoring it and obtaining a judgment or order in the enjoined proceedings. That would be inconsistent with the principle that a party should not be permitted to retain advantage derived from proceedings taken in breach of the parties' agreement as to jurisdiction (see *Catlin Syndicate Ltd v Amec Foster Wheel Corp* [2020] EWHC 2530 Comm; [2021] 2 CLC 15 at [69], still less in breach of an injunction).

69. I have considered the fact that Eurotel might have argued that the effect of ASI relief with a view to it complying with the Arbitration Agreements in the various Supply Agreements will be to splinter the one claim made in the Russian Proceedings into different arbitral proceedings under each different Arbitration Agreement, with an attendant risk of inconsistent decisions, in circumstances in which the proceedings it has brought in the Russian Proceedings against VSI may in any event continue before the Russian court, with the result that the effect of the relief sought would inevitably be a fragmentation of related claims.

70. However, in circumstances where I am satisfied that Maxam can show a high probability of success on the breach issue, some degree of fragmentation is an inevitable consequence of the contractual arrangements made by the parties to the Supply Agreements and their contractual choice of arbitration as the applicable dispute resolution mechanism.

71. In those circumstances, I am satisfied that the fact that different arbitration claims would have to be pursued by Eurotel does not amount to a "strong reason" (see in this regard *Nori Holding Ltd v PJSC Bank Otkritie Financial Corp* [2018] EWHC 1343 (Comm); [2019] Bus LR 146 at [103] to [114] per Males J).

E.3 Just and convenient/just and equitable, including delay

E3.1 Delay

72. Delay is among the discretionary factors to be taken into account by the Court when determining whether to grant continued relief. It can in severe cases be a sufficient reason to refuse the injunction in and of itself (see for instance *Ecobank Transnational Inc v Tanoh ("Ecobank")* [2015] EWCA Civ 1309; [2016] 1 WLR 2231). The Court considers whether the delay or any part of it is unreasonable and therefore unjustifiable. What the effects of unjustifiable delay are, including on the progress of the foreign proceedings, and whether those effects are such that as a matter of discretion, the injunction should be refused (see *Gee on Commercial Injunctions* (7th Ed) at paragraph 14-085). A justifiable delay, on the other hand, will not be given serious weight against the granting of an injunction (see *Niagara Maritime SA v Tianjin Iron & Steel Group Co Ltd* [2011] EWHC 3035 (Comm)).

73. When assessing whether delay is justifiable, the Court should not judge the applicant's conduct with the benefit of hindsight or require more than reasonable diligence in the circumstances (see *Gee* at paragraph 14-085).

74. In *Ecom Agroindustrial Corp Ltd v Mosharaf Composite Textile Mill Ltd* [2013] EWHC 1276 (Comm); [2013] 2 Lloyd's Rep 196 at [33], Hamblen J found that a one-year delay between the commencement of Bangladeshi proceedings and the anti-suit application was explained by "good reasons" that the claimant "thought it might be able to deal with the Bangladeshi proceedings more quickly and efficiently in the Bangladeshi courts themselves" and no prejudice had been caused to the defendants.

75. Similarly, in *Africa Finance Corporation v Aiteo Eastern E&P Company Ltd* [2022] EWHC 768 (Comm), Teare J found that the applicant had a reasonable explanation in the context of a delay of 13 months in issuing an anti-suit injunction application after notice of the relevant foreign proceedings, in circumstances where it was attempting to restructure a lending agreement giving rise to the litigation.

76. Where reliance is placed on an arbitration clause or other agreement not to sue abroad, delay is to be viewed in the context of the fact that the defendant has been acting in breach of contract and should not be obtaining a benefit from his breach of contract (see *Gee* at paragraph 14-086).

77. The length of the delay in itself is of less importance than the extent to which the foreign proceedings have progressed during the delay, and in particular whether those foreign proceedings have been allowed to progress on the merits (see *A v B* [2020] EWHC 3657 (Comm) [2021] 2CLC 47 per Calver J at [36]).

78. Considerations of comity will have greater force in relation to delay if it has materially increased the perceived interference of injunctive relief with the foreign court process or led to a waste of the foreign court's time and resources -- (see *Barclays Bank v VEB.RF* [2024] EWHC 1074 (Comm) at [56]). This will often although not always be the case in respect of anti-enforcement injunctions sought of a judgment on the merits have been given. Compare in this record *Ecobank* and *Google LLC v NAO Tsargrad Media* [2024] EWHC 2212 (Comm).

79. In the present case Eurotel filed its statement of claim in the Russian Proceedings on 8th October 2024. On 10th October 2024 the court issued a procedural order instituting proceedings, although the first preliminary hearing was only listed for 25th June 2025.

80. It will be seen that there has been a gap of some 16 months between the commencement of the Russian Proceedings and Maxam making the application to this Court. Maxam submits that, (i), the delay is justifiable (and for reasons recognised in the authorities); and, (ii), in any event the delay has not led to a substantial waste of costs or of the Russian courts' time and resources and in consequence a delay does not give rise to considerations of comity (that would weigh against injunctive relief).

81. I am satisfied that much of the delay is indeed explicable and justified for the reasons given by Maxam and addressed at paragraph 59 of Hayton 1. In this regard:

    (1) In parallel to the Russian Proceedings, Maxam has been challenging the validity of the assignments in the Assignment Challenge Proceedings. This set of proceedings, which started before the Russian Proceedings in respect of which Maxam claimed relief from this Court, is an unusual feature of this

litigation when compared with many ASI cases and goes a long way towards explaining the delay. In this regard it appears that under Russian law the only means for Maxam to challenge the validity of the assignments themselves was to bring proceedings in Russia (see Hayton 1, paragraph 59(1)). Maxam has persisted with the Assignment Challenge Proceedings as a means of cutting off the Russian Proceedings in limine. It has done so throughout the entire period of the delay, filing an appeal as late as 28 December 2025 which remains outstanding. I consider that this approach bears some similarities to that which was considered reasonable by Hamblen J, as he then was, in *Ecom Agroindustrial*.

(2) Maxam filed its objection to jurisdiction in the Russian Proceedings (through a Jurisdiction Motion) promptly on 25th October 2024. While this is not a justification for any significant delay in applying for anti-suit injunctive relief it does preclude any intention that Eurotel or the Russian court were not on notice of the jurisdiction objection or were led to believe Maxam had submitted to jurisdiction in the Russian Proceedings. The Jurisdiction Motion was not dismissed until 27th August 2025.

(3) On the same day as the Jurisdiction Motion was dismissed, 27 August 2025, Maxam immediately applied to stay the Russian Proceedings pending the outcome of the Assignment Challenge Proceedings. This application was successful. The Russian Proceedings were therefore stayed from 27 August 2025 until the stay was lifted on appeal on 18 November 2025. I do not consider that any delay during this period should count against Maxam. For as long as the stay was in force there was no immediate need to apply for an ASI or an AEI.

(4) Accordingly I consider there is a reasonable explanation for much of the delay and, to the extent any of the delay remains unjustified, I do not consider any such delay has is resulted in such a progression of the case in terms of time, cost and resources as to render the granting of an injunction at this stage an unjustified interference with the foreign court. Were there to be any force in such matters they would have to be weighed against the importance of enforcing forum clauses (see *Raphael, The Anti-Suit Injunction*, (2nd Ed) at paragraph 8.21, as approved in *Barclays Bank v VEB.RF* at [56], it being noted that a defendant should not be obtaining a benefit from its breach of contract).

82. There have in fact been very few substantial hearings in the Russian Proceedings since October 2024, as addressed by Mr. Hayton in Hayton 1 at paragraphs 59 (4) to (6). The 4 March 2026 hearing was itself scheduled to last only 20 minutes, albeit in the event, and as Maxam feared on a without notice application before Andrew Bacon J, it resulted in judgment being entered.

83. In the case of *Barclays Bank v VEB.RF,* supra, John Kimble KC, sitting as Deputy High Court Judge, found that some of Barclays' eight month delay in seeking anti-suit relief was unreasonable, but he found that the eight month delay did not materially increase the perceived interference of anti-suit relief with the foreign court process or lead to a substantial waste of the foreign court's time or resources. In that case what had occurred was:

> "One 30 minute hearing which set one firm preliminary hearing date and a further date, a failed attempt by VEB to accelerate the proceedings and the filing of a jurisdiction challenge by Barclays. The filing of submissions in response and a further five minute hearing lead to go an adjournment." (At [69(a)]).

84. There have undoubtedly been more hearings in the present case but the fact remains that Eurotel has long been on notice of the Arbitration Agreements and of Maxam's reliance on them before Maxam raised them expressly in its October 2024 Jurisdiction Motion. Any costs or procedural advancement in Russia have therefore been incurred by Eurotel with full knowledge that Maxam expected the Arbitration Agreements to be respected. I do not consider that Eurotel should be permitted to take advantage of its breaches of contract and despite the delay in the present case, I do not consider it militates to any substantial extent against the granting of the relief sought.

85. I note that the expert evidence on Russian law is that a foreign ASI will not be recognised by the Russian court and thus will not be enforceable in Russian against Eurotel (see the Yarkov Expert Report at paragraph 119, where it is stated that "the rejection of foreign anti-suit injunctions by Russian courts is absolute."

86. There is also a real possibility that Eurotel may not be permitted to withdraw from the proceedings even if ordered to do so. In *Google LLC v NAO Tsargrad Media* at [14] Pelling HHJ KC held that delay is a factor:

> ".... of relatively minor concern where it is not suggested that the orders sought are ones which will be given effect to in Russia, including because of the improbability of the court giving effect to orders of that sort."

87. In the present case there is practical utility in the orders sought in the context of possible enforcement action outside Russia. It is also likely that any resources would have been incurred in Russia in any event and Eurotel should in any event be held to their contractual bargain (including in the context of further injunctive relief against them with regard to the setting aside of the 4 March Russian Judgment).

88. Ultimately, I do not consider the delay in the present case, such as it is, militates against granting the relief sought. In this regard I consider it important that Maxam has not taken a "wait and see" approach only seeking ASI/AEI once it has lost its jurisdiction application and/or on the merits in Russia. Rather, it has sought to cut off the Russian Proceedings in limine through the Assignment Challenge Proceedings which have continued throughout the period of delay.

E3.2 Voluntary submission

89. The fact that an applicant for ASI relief has voluntarily submitted to the merits jurisdiction of the foreign court may be an important and sometimes decisive factor against the granting of an injunction but is not fatal (see *SAS Institute Inc v World Programming Ltd ("SAS Institute")* [2020] EWCA Civ 599; 1 CLC 816, at [114]). Additionally, if the foreign jurisdiction requires the applicant to plead to the merits and the applicant does say while making plain that it objects to jurisdiction, the Court

will not treat the applicant as having voluntarily submitted to the jurisdiction (see *Ecobank* at [67]).

90. Maxam has not submitted to the jurisdiction of the Russian court throughout the Russian Proceedings and Maxam has only filed a defence on the merits because of two aspects of Russian law. In this regard:

(1) First, and as the expert Professor Yarkov explains, Russian law does not recognise the concept of submitting to jurisdiction by performing procedural actions such as filing a defence on the merits, but rather by refraining from challenging jurisdiction in a timely manner before that stage (see Professor Yarkov Expert Report at paragraph 67). In the present case Maxam did challenge jurisdiction before filing a defence on the merits.

(2) Secondly, Maxam is not entitled to appeal the dismissal of the Jurisdiction Motion unless and until a judgment is rendered on the merits (see Professor Yarkov Expert Report at paragraphs 40 to 41).

91. The evidence of Professor Yarkov is that Maxam's filing of a Statement of Defence on the merits after having challenged jurisdiction did not constitute an acknowledgment of or submission to the jurisdiction of the Russian court (see at paragraph 92).

92. I am satisfied that in such circumstances, Maxam's conduct in filing a defence on the merits in the Russian Proceedings should not be regarded as a voluntary submission to jurisdiction which should weigh against the grant of injunctive relief in this case. In the context the requirements of Russian law the filing of a defence cannot be considered to be, "only necessary or only useful if the objection to the jurisdiction has been waived" (as to which see the discussion in *Ecobank* at [67]). In all the circumstances and in the exercise of the Court's discretion I am satisfied it is appropriate to continue the anti-suit injunction.

F. ANTI-ENFORCEMENT INJUNCTION

93. Turning to the principles that apply in relation to anti-enforcement injunctions. In *SAS Institute*, Males LJ with whom Popplewell LJ and Flaux LJ agreed held, at [93] that:

> "In my judgment there is no distinct jurisdictional requirement that an anti-enforcement injunction will only be granted in an exceptional case. Such injunctions will only rarely be granted, but that is because it is only in a rare case that the conditions for the grant of an anti-suit injunction will be met and not because there is an additional requirement of exceptionality."

94. Anti-enforcement relief has been granted in a number of recent cases in the context of proceedings commenced in Russia in breach of jurisdiction and arbitration agreements:

(1) in the *RusChem Alliance* case interim anti-enforcement relief was granted on the basis of a motion to discontinue the Russian proceedings required the approval of the Russian court which, "might not be granted so that judgment

may be entered regardless" (Longmore LJ, Court of Appeal [2024]. 1 AER (Comm) 1094 at [43], not challenged on appeal).

(2) In *Airbus Canada Limited Partnership v JSC Ilyushin Finance Co* [2024] EWHC 790 (Comm), HHJ Pelling KC granted final anti-enforcement relief on the basis of a real risk that the Russian Proceedings would continue to a judgment and that some Russian cases suggested that:

> "The Russian courts will or may refuse to permit a party to withdraw proceedings pursuant to an order made by a foreign court." (At paragraph 24).

(3) In *Barclays Bank plc v PJSC Sovcombank* [2024] EWHC 1338 (Comm), Foxton J at [14] granted final anti-enforcement relief on the basis of a concern that an ASI would not be effective because it would not be complied with or a judgment might be entered into foreign proceedings in any event, finding that in those circumstances and provided relief sought at an early stage:

> "It does seem to me that the requirements for obtaining an anti-enforcement judgment will readily be satisfied."

(4) In *JPMorgan Securities plc v VTB Bank PJSC* [2025] EWHC 1368 (Comm), Foxton J again granted anti-enforcement relief, saying that:

> "It has become increasingly common for relief of this sought to be granted in anti-suit injunction cases concerning proceedings in Russia because of the risk that the Russian court will not permit proceedings to be it discontinued even if the party who has commenced such proceedings seeks such an order."

95. Maxam is seeking anti-enforcement injunction relief on the basis that, as Professor Yarkov explains at paragraphs 112 to 118 of his report, that there is a risk that the Russian court may refuse to accept any withdrawal or discontinuance of the claim by Eurotel and proceed with hearing the case and enter judgment against Maxam, as of course has already happened. That judgment could be enforced not only in Russia but in other jurisdictions in which Maxam has assets, operations and commercial relationships. The evidence before me from Mr. Hayton in his witness statement is that he is instructed that Maxam has 40 subsidiaries in over 30 countries worldwide, trading in 60 countries (see Hayton 1 at paragraph 71).

96. While Eurotel might have argued that it intends to enforce any judgment in the Russian Proceedings only in Russia (having obtained interim relief from the Russian court freezing the various shareholders so ensuring that they are available to it for enforcement), the value realised from those shareholders may be substantially lower than the most recent appraisals, which themselves are out of date suggests, so Eurotel may seek to enforce against Maxam's assets outside Russia.

97. In such circumstances I consider it is appropriate to grant the anti-enforcement relief that is sought.

G. ALTERNATIVE SERVICE APPLICATION

98. Maxam initially applied for permission to serve the Arbitration Claim Form and any other documents in these proceedings by an alternative method, namely by email on the Russian lawyers acting for Eurotel in the Russian Proceedings. It now applies for a further order as to alternative service which reflects Eurotel's changing representation in the Russian Proceedings and thus permits further documentation required to be served in these proceedings to be served on the new representatives.

99. The application is made pursuant to CPR 6.15, 6.27 and CPR 6.37(5)(b).

100. The Court is empowered to make an order for alternative service out of the jurisdiction, (see *Abela v Baadarani* [2013] UKSC 44; [2013] 1 WLR 2043 per Lord Clarke; and also the White Book at paragraph 6.15.17).

101. Eurotel is a company incorporated in Russia. Russia is a party to the Hague Service Convention and objects to any form of service pursuant to Article 10 of the Hague Service Convention. Accordingly it is not possible to serve documents via postal channels in Russia from abroad. In cases in which there is an Article 10 reservation the applicant should show a good reason why alternative service should be ordered, notwithstanding that reservation (see *M v N* [2021] EWHC 360 (Comm) at [8(v)].

102. I am satisfied that alternative service should be granted in the present case for the reasons which were identified in Hayton 1 and which are still applicable. In this regard:

(1) First, there is good reason to order alternative service where it is necessary to achieve the required expedition in cases such as the present which have been begun on a without notice injunction application which it is to be served immediately or in short order on the respondent see *Griffin Underwriting Limited v Varouxakis* [2021] EWHC 226 (Comm) at [57]) in which Calver J stated:

> ".... because the court is making a number of coercive orders with the risk of committal for contempt, as well as the claimant giving an undertaking in damages, it is important that the proceedings be constituted formally as soon as possible which, in my judgment, fully justifies an order for alternative service, despite this being a Hague Convention case."

(2) Secondly, this ASI/AEI claim arises from Eurotel's commencement and pursuant of proceeding in breach of the Arbitration Agreements. Orders for alternative service are routinely made in the Commercial Court in claims for relief in under the Arbitration Act 1986, notwithstanding Article 10 reservations (see the cases cited in *M v N,* at [12]). Although this application is brought pursuant to section 37.1 of the Senior Courts Act, the principles which underpin the Court's willingness to order alternative service in support of "a speedy finality of arbitral proceedings" apply equally to applications seeking an ASI against proceedings brought in pursuance of arbitration agreements (see *JPMorgan Securities,* at [176]), reflecting the orders for alternative service in respect of both interim and final anti-suit relief protecting

> LCIA arbitrations agreements against a Russian defendant. In each case the courts are concerned to ensure the practical efficacy of English seated arbitration agreements and arbitrations. This will be defeated if proceedings brought in beach of arbitration agreements can continue and/or be concluded while service through Hague Convention channels is awaited.

103. The recent decision of His Honour Judge Pelling KC in *Google LLC v NAO Tsargrad Media,* in which the claimants sought and obtained anti-enforcement injunctions against Russian decisions obtained in breach of English exclusive jurisdiction and arbitration clauses in various contracts (see at [2]) is a recent parallel. In that case, HHJ Pelling KC said at [22] in relation to alternative service as follows:

> "The final point I think which arises concerns whether, or not, permission to serve by an alternative means should be granted. So far as that is concerned, where service out of the jurisdiction is to be ordered, as it must be in the circumstances of this case, the question which arises is whether, or not, service by an alternative means should be permitted where the relevant parties are to be found in countries that are parties to the Hague Service Convention. So far as that is concerned there is now a very substantial body of first instance decisions of the Commercial Court, making clear that where orders are made which engage the coercive jurisdiction of the court it is of critical importance that the orders, together with the evidence used in support of the application for the orders and associated originating applications and claim forms, should be served at the first opportunity, so that respondents are fully aware of the position they find themselves in. That applies with full force and rigour in the circumstances of this case, and I have no hesitation in concluding that alternative service is appropriate in the exceptional circumstances of this case."

104. I am satisfied that the above principles are equally applicable on a return date when it is important that any orders made on that return date are brought to the attention of the other party as soon as possible and also in the circumstances in which are written in the present case, I consider it is appropriate for alternative service to reflect Eurotel's change in representation in the Russian proceedings. I am also satisfied that the method of alternative service proposed is the best means of ensuring that the respondents are "fully aware of the position they find themselves in".

105. In this regard, it is particularly important that the order that I make is brought to their attention as soon as possible, not least in the context of the penal order that is affixed to it and the potential consequences should they fail to comply with the terms of that order.

H. CONCLUSION

106. In all the circumstances and for the reasons I have stated, I am satisfied that Maxam is entitled to the continuation of the injunctive relief and the further injunctive relief sought and the associated order for alternative service.

107. I will now finalise the order in liaison with Maxam's counsel.