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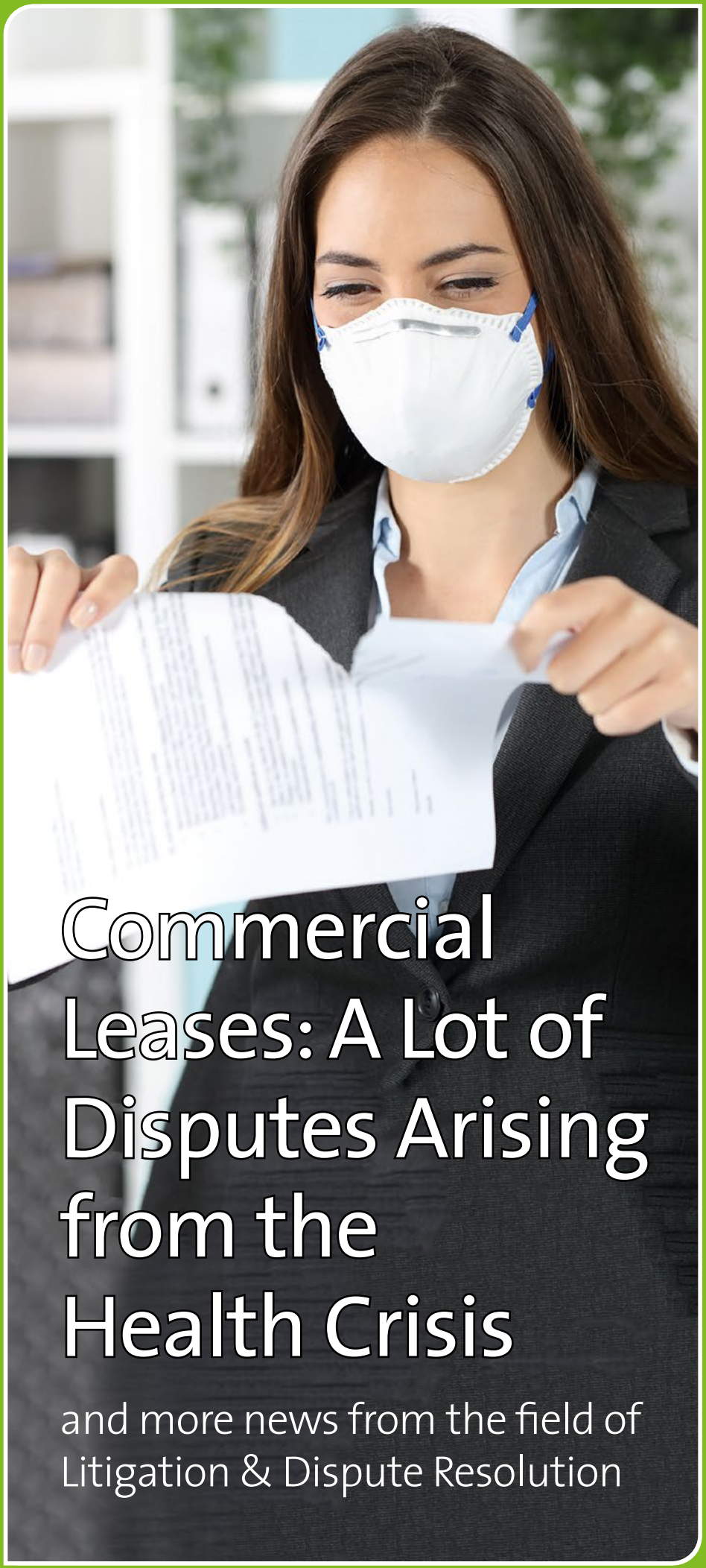

Commercial Leases: A Lot of Disputes Arising from the Health Crisis

and more news from the field of Litigation & Dispute Resolution

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Editorial

Dear Reader,

Johan F. Langelaar

Dr Karl Friedrich Dumoulin

During this unprecedented and uncertain time, we jointly turn to you in this editorial. The COVID-19 pandemic continues to affect all of our lives. Our Practice Group meetings scheduled for this year had to be postponed to next year, but, luckily, we were able to meet during our PG webinars.

In the editorial of our previous newsletter (No. 12, Spring 2020), written at the end of February 2020, we stated: "We all have reason for confidence that suitable medication and vaccination will be at hand soon to contain the disease." The COVID-19 pandemic still holds us all in its grip and shapes our lives. The situation remains uncertain and unstable. And yet: we learn more about the virus every day. The search for suitable medication and vaccination is progressing, even though no one can yet predict the results with certainty. Our societies, in business and in private life, are, as far as possible, refining procedures and strategies to live and move forward with the coronavirus.

Certainly, our patience and perseverance are being put to the test. But there is reason for hope! People have proved in the past that they are flexible and can adjust to unexpected situations.

In this situation, we give our special thanks to all authors of this edition – each and every one of you from our member firms in Australia, Belgium, France, the Netherlands, Russia, Scotland, South Africa, the UK, and the USA – for your contributions to this edition of the LDR PG newsletter. We are aware of the special value of your support in a time of extraordinary challenges. We are convinced that GGI is especially important for our business at this time in order to make the best possible use of the opportunities that come with every crisis.

We hope that it will not be long before we can all meet personally in one place to intensify our relations over a glass of wine or a coffee, exchange our ideas, experiences, and trends.

Even though webinars do not replace face-to-face gatherings, our webinars have been very enjoyable, informative, and successful, so we have already scheduled the next one – make sure you save the date: **17 September 2020, 16:00 CEST.**

We look forward to hearing from you about recent developments in the area of Litigation and Dispute Resolution in your jurisdiction, and, of course, of your personal situation as well as your company's.

If you would like to join the LDR Practice Group or learn more about our work, please send us an email at langelaar@tk.nl or dumoulin@fps-law.de.

We look forward to seeing you again next time, either at a webinar or, hopefully soon, in person at a GGI conference.

Stay safe and keep well.

With our best wishes and kind regards,

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Commercial Leases: A Lot of Disputes Arising from the Health Crisis

By Pierre-Yves Rossignol

Since the beginning of the health crisis, the French government has taken a series of measures trying to stem the economic and financial consequences of the epidemic linked to the spread of the COVID-19 virus. For almost three months, all shops and businesses (except for food stores) were closed down.

Authorities have announced publicly – perhaps inappropriately – that rents "should be suspended"; although Emergency law No. 2020-290 of 23 March 2020, to deal with the COVID-19 epidemic, allowed the payment of rents to be postponed in full or spread out only for "microenterprises", i.e., employing less than 10 people, and whose annual turnover or total balance sheet did not exceed EUR 2 million.

Therefore, it was highly likely that many commercial tenants – financially constrained and encouraged by the government's declarations describing the recent events as "force majeure" – were tempted to take advantage of it and to escape paying their rents. However, these companies might also have seen their activity considerably reduced by the epidemic, and their cashflow permanently damaged. As a consequence, a lot of these companies took their chance to bring the case to Court.

On what grounds?

1. "Force majeure"

Tenants argue that their duty to pay the rent should be suspended as a consequence of "force majeure". In the absence of a contractual stipulation modifying or excluding force majeure, reference should be made to Article 1218 of the Civil Code, which provides for the possibility of suspending the performance of contractual obligations when it can be demonstrated that an external event was beyond the debtor's control, that this event was unforeseeable and could not reasonably have been foreseen at the time of the conclusion of the contract, and its effects are irresistible.

If he succeeds in doing so, the debtor may suspend the performance of his obligations if the event is temporary or request annulment of the contract in the event of a permanent impediment.

With regard to unpredictability, case law had considered in the past that the H1N1 flu epidemic did not constitute a case of force majeure, as it had been widely announced and foreseen, before the implementation of health regulations (CA Besançon of 08 January, 2014 (2nd Commercial Chamber, RG No. 12/02291). It seems that some Courts now considers that the occurrence of COVID-19 does constitute a case of force majeure (CA Colmar, 12 March 2020, No. 20/01098).

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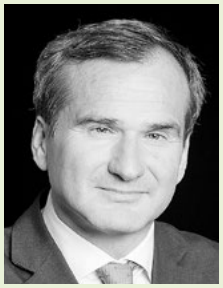

Pierre-Yves Rossignol

Herald (previously Granrut) is a well-established, independent law firm created in 1957. Herald's lawyers always try to bring fresh ideas, innovation, and best practice in its core practice areas. Two Granrut partners have been elected Bâtonnier of the Paris Bar.

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2. Plea of non-performance

The lessor's obligation to deliver is an essential obligation, which the lessor cannot discharge on the lessee, since Article 1170 of the Civil Code provides that "any clause which deprives the essential obligation of the debtor of its substance is deemed not to be in writing".

During judicial proceedings, the landlord may argue that he has fulfilled his obligation as the premises were available to the tenant, but the tenant could not use them due to a specific governmental order (fait du prince).

3. Unforeseen events

For all leases entered into or renewed on or after 01 October 2016, the lessees can avail themselves of Article 1195 of the French Civil Code, which enshrines the theory of contingency, and allows for renegotiation of the terms of the lease.

This article provides that in the event of a change in unforeseeable circumstances, making it excessively onerous for a party to perform its obligation, that party may request renegotiation of the contract, provided that it continues to perform its obligations during the renegotiation.

The payment of rent may have to be regarded as an obligation that has become excessively onerous for the lessee if, as a result of the ordered containment measures, he is deprived in whole or in part of the use of his business premises.

4. Delays

To compensate for the impossibility of making such a demonstration, the lessee can ask the judge that payment deadlines be extended or deferred under Article 1343-5 of the Civil Code, up to a limit of 24 months, in the course of urgency proceedings. A successful decision would have the effect of improving the tenant's cashflow.

The public authorities clearly want the parties to negotiate amicable agreements that would enable them to overcome together the financial difficulties resulting from the health crisis. This is why Law No. 2020-473 of 25 April 2020, on finance, exempted from tax the debt waivers granted by the lessors to the benefit of their lessees.

However, the Court's interpretation on these different legal concepts is highly anticipated, as it will probably help to settle most of the cases.

Expenses in the LCIA: Considerations and Traps for the Unwary

By Liam A. Entwistle

Article 28 of the London Court of International Arbitration (LCIA) 2014 Rules sets out the rules the Tribunal should follow when awarding costs. The main principle is the general one that costs should reflect the parties' relative success and failure in the award. Preparation for the expenses outcome at the LCIA should be something that is taken into account at the earliest stages.

The starting point is the Arbitration Agreement. Are there any pre-existing agreements as to costs? Depending on applicable law, such clauses may not be enforceable. However, Tribunals may still take them into account in the exercise of their discretion.

The Tribunal will compare the award with the remedies sought by parties, and the extent to which any defences advanced were ultimately successful. It would be rare for a case at the LCIA to be so simple that a quick assessment of victory is possible. There are likely to be several claims and counterclaims. Within a single head of claim there may be different legal bases to argue. The Tribunal is likely to follow what is known as an "issue-based" analysis. This allows the Tribunal to take into account every single specific argument advanced and assess whether that argument was successful or not. So, if a Pursuer were to advance four different bases or

arguments for liability and succeeded on only one of them, but still recovered the majority of the sums they asked for, the Tribunal might reduce an award of expenses to reflect the fact that three of the issues tried failed and only the fourth succeeded.

The transcription technology preferred by Tribunals also allows the precise time spent in evidence and submissions to be calculated. The Tribunal can accurately assess how much of an entire case has been taken up by specific arguments.

Parties also need to be wary of their conduct of the case and their behaviour during procedure. If it is particularly egregious, the Tribunal may consider that, even if there has been an element of success, the behaviour of parties would either merit a nil award or an award in favour of the opposing party. Accordingly, late withdrawal of part of a claim, obstruction or contrariness during procedure, or a failure to adhere to tribunals' timelines run the risk of adverse awards being made.

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Liam A. Entwistle is a Fellow of the Chartered Institute of Arbitrators and represents clients in arbitrations under many of the regulatory regimes, as well as acting as Arbitrator.

Online Dispute Resolution in Our New Normal

By Leslie A. Berkoff

Learning to adapt to remote mediation/arbitration has become a necessity for those in the dispute resolution (DR) field at the present time. Until such time as traditional face-to-face meetings return, it is important for neutrals and counsel participating in this arena to become well versed in the online formats. Here are a few key constructs that practitioners should focus on in particular.

First, no matter which platform a neutral selects, he/she must be comfortable with its operating features and must also ensure that all participants are encouraged to do the same. To that end, I recommend that participants engage in a practice session to become

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familiar with the technology. Knowing how to use the mute button, or request a private caucus, or communicate confidentially in a breakout room are critical components of the process. For the neutral, being facile with technology is part of a mediator's trust-building role with the participants.

Second, the neutral needs to ensure that participants understand the limitations of confidentiality in the process and what steps should be taken to enhance the confidentiality of the process. Most remote platforms have recording features, which must be disabled, and the neutral should obtain an affirmative representation that no party is recording the sessions on a separate device. Moreover, the neutral should stress that each participant should be in a private space where they cannot be overheard and should not be utilising public Wi-Fi.

Third, there are additional security precautions which can be taken to protect the integrity of the sessions, such as adding dual passcodes and locking the session once all participants have joined.

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Fourth, the parties should agree upon a contingency plan in case the technology fails to work, such as exchanging cell phone numbers and emails to communicate in the event of a glitch.

Alternative dispute resolution is always dependent upon the parties having trust in the neutral and the process. Therefore, it is up to the neutral to properly set the stage by establishing trust in himself/herself, the technology, and the process of a virtual format.

The Statutory Duty of Directors to Exercise Reasonable Care and Diligence

By Andrew Lacey and Nathan Jones

In *Cassimatis vs Australian Securities and Investments Commission* [2020] FCAFC 52, the Full Federal Court of Australia considered the statutory duty of directors to exercise their powers and discharge their duties with reasonable care and diligence under §180(1) of the Corporations Act 2001.

The case concerned allegations by ASIC against Mr and Mrs Cassimatis (**the Directors**), the directors and shareholders of collapsed financial advice firm, Storm Financial Pty Ltd

(**Storm**). ASIC successfully argued at trial that Storm breached its obligations under §945A of the Act (now §961B) when providing advice to financially vulnerable clients, and, in not preventing this, the Directors breached their duty under §180(1). The trial judge held that, given the Directors' extensive involvement in Storm's operations, they would have been aware that inappropriate advice was likely being given and that this had the potential to seriously harm the company's interests.

The Full Court did not disturb the above findings. In dismissing the appeal, the Full Court reaffirmed that the test for assessing a breach of the duty of care and diligence is objective and encompasses an assessment of how a reasonable person in the company's circumstances, with the same responsibilities as the directors in question, would have acted. The majority also emphasised that establishing a breach by the company was not of itself proof that a director has breached their duties under s180(1) in the form of a dystopian accessorial liability.

The decision is also important for its ruling on whether, as 100% shareholders, the Directors could sanction their own breaches of directors' duties. The majority dismissed this argument, holding that s180(1) creates a "normative" and "irreducible standard of care" from which shareholders cannot release the directors. This is because the statute goes to matters of public concern and a company has interests beyond those of its shareholders, including its reputation and continued existence.

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Social Justice in the South African Common Law of Contract

By Cornelia van Heerden

South Africa has a mixed legal system that includes a Roman-Dutch civil law system, an English common law system, and an African customary law system. All these systems are subject to the Constitution of South Africa.

The South African law of contract is predominantly influenced by Roman-Dutch law. It is from this tradition that the concept of good faith has emerged. The developing trend is edging towards intertwining good faith with public policy, as well as the uniquely South African conception of *ubuntu*.

Ubuntu encompasses humaneness, social justice, and fairness. Good faith is utilised to promote justice and fairness between two contracting parties only, where ubuntu strives to also promote the achievement of an egalitarian society. Consequently, good faith should transcend its common law definition, and should be interpreted in line with the transformative intention attributed to the underlying constitutional value of ubuntu.

In the recent judgment of *Beadica 231 CC & Others vs Trustees for the Time Being of the Oregon Trust & Others,* the Constitutional Court articulated the proper constitutional approach to the judicial enforcement of contractual terms. The majority of the court held that a court may not refuse to enforce contractual terms, because such enforcement would, in the court's subjective view, be unfair, unreasonable, or unduly harsh. These abstract values have not been accorded autonomous, self-standing status as contractual requirements. Their application is mediated through the rules of contract law – including the rule that a court may not enforce contractual terms where the term or its enforcement would be contrary to public policy. It was noted that constitutional values should be used creatively by courts to develop new constitutionally infused common law doctrines, which should be implemented incrementally, to provide predictable outcomes for contracting parties.

You can read the full version of this article at ggiforum.com

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A Case Law Update of the Netherlands Commercial Court

By Michiel Teekens

The Netherlands Commercial Court (NCC), created on 01 January 2019 and part of the Amsterdam court, is a forum choice court that deals with international commercial disputes. Proceedings and judgments are in English, foreign law can apply to the dispute, and foreign counsels can actively participate. The fee structure is in principle lower compared to arbitration and many jurisdictions allow foreign civil judgments to be recognised and enforced. Recent international developments, such as the creation of the Convention of 02 July 2019 on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters, strengthen the concept of extraterritorial enforcement of foreign judgments.

The NCC has ruled various interesting judgments. In its judgment of 29 April 2020, the NCC ruled whether commercial parties, domiciled in New York and Amsterdam, entered into a EUR 169 million M&A transaction and whether COVID-19 circumstances allowed for mitigation of a EUR 30 million LOI fee arrangement for cost compensation to the potential seller in case the transaction was not concluded (NCC, ECLI:NL:RBAMS:2020:2406). While the transaction agreement was not signed, the potential seller argued that the transaction was agreed upon by the buyer through imputable communications from its advisers and/or conduct of the buyer.

The NCC declared that Dutch law allows the parties broad leeway as to how they communicate what may or may not be construed as an offer or acceptance. The assessment is based on what a reasonable person in the same circumstances would have understood from such communication. Here, the LOI's binary mechanism (either execute and deliver the paperwork for the transaction agreement by the agreed date, or pay a EUR 30 million fee) was not seen as an absolute formal requirement for contract formation, but it did set a high bar for there to be any agreement through other channels. The communications relied on by seller did not clear that bar.

As to the mitigation of the EUR 30 million LOI fee arrangement for cost compensation to the potential seller, the NCC concluded that there is no well-established case law on COVID-19 for which it applied a new "share the pain" approach, which focuses on preserving the parties' contractual equilibrium. Since the fee arrangement allocated risk and expressed commitment, the NCC decided that the potential buyer should pay the fee as agreed upon. The COVID-19 crisis does not make that outcome unacceptable under Dutch law.

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How to Buy a Pre-Bankrupt Business in Russia

By Roman Makarov

In the COVID-19 crisis, business is looking for a way to overcome the difficult situation, and investors are looking for target companies that are being sold at an attractive price. The value of money is historically low. Investors understand that the time for opportunities has come.

What aspects should a buyer consider when preparing and executing a deal to acquire a pre-bankrupt business in Russia?

First, check the asset

The general principle that applies to an organisation in a pre-bankruptcy state is the same as for an ordinary M&A transaction – this is, an asset verification. It is important to make an inventory and grouping of assets and debts.

In particular, the following aspects should be checked:

1. The existence of the debt (for example, the fulfilment of the obligation is not reflected in the accounting).

2. The period for repayment of the debt (it may turn out that the limitations – three years in Russia, have passed).

3. The creditor's activity (demanding or, conversely, extremely passive).

4. The due date for future payments. It would be a professional solution to group them by maturity – this will allow the establishment of a systematic approach to negotiations. It is also worth trying to negotiate with creditors about the postponement of maturity with the signing of the corresponding additional agreements. This will help to protect against unexpected bankruptcy claims from creditors. Some contracts contain a clause providing the creditor's right to reclaim the debt ahead of schedule in the event of a change of ownership and management. Therefore, it is extremely important to agree the amendment of this clause with these counterparties.

5. It is also necessary to check whether the seller's guarantees for the debts of the target company are valid and, if so, it may be rational to try to save them.

6. The reality of assets, including the volume of receivables, their "freshness", and the reality of collection.

7. Policy, regulations, and systematic claims work of lawyers.

8. Tax risks.

9. Separately, the relevance of public and administrative permits and environmental risks (if applicable) should be checked.

10. The Seller's portfolio of previous market behaviour in similar situations.

11. Pure bankruptcy risks:

    a. Does the target company have a plan for overcoming the crisis?

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b. Have the counterparties been warned about the pre-bankruptcy state of the company?

c. Have any conclusions been made with the participation of independent lawyers on the bona fide behaviour of the seller and the target company management?

d. How much corporate and accounting documents are transferred?

Second, establish the liability of the seller

It is important to establish warranties and representations of the seller as well as a significant liability for their violation. Also, it is necessary to establish a deferred payment for the transaction, which is paid when certain business indicators are achieved (debt level, operating profitability, etc).

In the event of bankruptcy in Russia, the corporate veil would be relatively easily pierced and the persons controlling the debtor during the period when the company was unable to meet its obligations may be brought to vicarious liability in the amount of a "hole" in the balance sheet.

Non-Possessory Pledge: An Efficient Remedy Against Default in Payment Due to COVID-19

By Greet Slegers

During the COVID-19 crisis, business is encouraged despite all difficulties. The first quarantine was handled without too many problems in most sectors. But with Belgium facing a possible new quarantine, many entrepreneurs are now asking questions of a more strategic nature. The Roman proverb "Ius est vigilantibus", *or "The right belongs to the vigilant", is still relevant even after 20 centuries. In the background of the collateral securities, we shed light on a relatively new and easy-to-use security: the non-possessory pledge.*

As a general rule, the right of pledge is accompanied by the physical surrender of the pledged property. The creditor who obtains the security (the pledgee), is also placed in possession of the movable encumbered property. The pledge is enforceable against third parties by

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the actual power that the pledgee has over the property. The pledgee may not use the encumbered goods and the pledgor remains the owner of them.

The non-possessory pledge works differently. Here the pledgor may freely dispose of the encumbered goods within normal business operations. The pledgor may process goods even if a new good arises from the processing; the right of pledge will encumber that new good. If pledged movable property has become immovable, the pledgee will still receive priority payment from the proceeds of this immovable property.

The non-possessory pledge is registered in the "national pledge register" for ten years and is renewable. The registration is enforceable towards third parties and the time of registration determines the rank of the pledgee towards other (preferential) creditors.

Suppose that your debtor's situation deteriorates and that he becomes the subject of foreclosure proceedings. Well, in order to secure the non-possessory pledge (and prevent the pledgor from disposing of the pledged property), the pledgee can seize the pledged property without a court order.

Read the full version of the article at ggiforum.com

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