

IBA ARBITRATION COMMITTEE

Subcommittee on Recognition and Enforcement of Arbitral Awards

COUNTRY REPORT ON LOCAL REQUIREMENTS FOR THE EXTENSION OF AN ARBITRATION CLAUSE TO, AND ENFORCEMENT OF AN ARBITRAL AWARD AGAINST, A NON-SIGNATORY

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In completing this survey, we ask the respondents to consider the question of non-signatories in a broad manner. That is, please consider situations where (i) a party applies to a court to compel arbitration against a non-signatory, (ii) the arbitral tribunal extended the arbitration clause to a non-signatory, and the non-signatory, or another party to the arbitration, seeks to resist enforcement, or to set aside the award, on the basis that the arbitration clause should not have been extended to the non-signatory, and (iii) where the award creditor attempts to enforce the award against a non-signatory that was not a party to the arbitral proceedings and the award.

Paraguay			
I. General		(Yes/No /NA)	Comments, if any.
I.1	Must international arbitration agreements be in writing under the law of the country for which you are reporting?	Yes	
I.2	Please describe the basic requirements for a valid international arbitration agreement in the country for which you are reporting and cite the relevant legislative, regulatory, or jurisprudential basis for these requirements. [Please provide your response in the comments column and limit it to one paragraph.]		Paraguay has adopted an arbitration law based on the United Nations Commission on International Law (“UNCITRAL”) Model Law (1985), <i>i.e.</i> , Law No. 1879 of 2002 on Arbitration and Mediation (the “Arbitration Law”). Article 10 of the Arbitration Law provides that “[t]he arbitration agreement must be in writing.” According to this provision, an agreement may be considered “in writing,” when it is contained in: (i) “a document signed by the parties”; (ii) “in an exchange of letters or telegrams in which such agreement is recorded”; or (iii) “in an exchange of statements of claim and defense, in which the existence of an agreement and its terms are asserted by one party without being denied by the other.” In addition, “[a] reference in a contract to a document containing an arbitration clause constitutes an arbitration

		<p>agreement, provided that the contract is in writing and the reference implies that the clause is part of the contract.”</p>
<p>I.3</p>	<p>In the country for which you are reporting, do courts/arbitral tribunals generally decide the issue of the scope rationae personae of the arbitration clause (or, in other words, the issue of who are the parties to the arbitration agreement, including the issue of extending the arbitration agreement to a non-signatory) on the basis of a specific applicable law or on the sole basis of a factual analysis of the case without reference to an applicable law?</p>	<p>On the basis of a specific applicable law.</p>

<p>I.3a</p>	<p>If courts/arbitral tribunals generally decide the issue on the basis of a specific applicable law, what law do they apply to decide the issue?</p> <p>[For example, the applicable law could be:</p> <ul style="list-style-type: none"> • The law of the seat of arbitration. • The governing law of the contract. • The law of the place where the award might ultimately be sought to be enforced. • Transnational norms/international law. • The law reached at through a conflict of laws analysis.] <p>[Please provide your response in the comments column, provide any citation to relevant legislation or jurisprudence, and limit your response to one paragraph.]</p>		<p>The Arbitration Law does not expressly provide for the applicable law to decide this issue. However, pursuant to Article 1 of the Arbitration Law, the latter is applicable to (i) arbitrations seated in Paraguay; and (ii) enforcement of foreign awards sought in Paraguay. Therefore, where the arbitral seat is Paraguay, Paraguayan law will apply to determine the arbitral tribunal’s jurisdiction <i>ratione personae</i>. Where enforcement of a foreign award is sought in Paraguay, pursuant to Article 46 of the Arbitration Law, the law of the seat would be applicable to assess such jurisdictional issues, except for issues related to the arbitrability of the dispute and the effects of the award on public order. In such cases, Paraguayan courts may deny the enforcement of the foreign award if they find that, “according to Paraguayan law, the subject matter of the issue is not arbitrable; or that the recognition or enforcement of the award would contravene international or the Paraguayan State’s public order.” However, in the case of <i>Gunder v. Kia Motors</i> (2006), the Paraguayan Supreme Court decided on the role of Paraguayan public order in the context of arbitration <i>before</i> the arbitration was commenced, and thus applied Paraguayan law, as opposed to the law of the seat. In that case, the parties agreed to refer disputes to arbitration seated in Korea, and that Korean law would be the applicable law to the dispute. The underlying contract, however, was subject to Law 194 of 1993, which regulates distribution contracts between foreign and Paraguayan parties. The Paraguayan Supreme Court held that Law 194, being “of public order,” prevailed over the arbitration agreement and precluded the parties from agreeing to arbitration in a foreign jurisdiction and under foreign law.¹ Given the public order issues at play in that case, this precedent does not necessarily stand for the proposition that Paraguayan courts would not apply the law of the seat in assessing jurisdictional matters in the context of enforcement actions.</p>
<p>I.3b</p>	<p>Does the legislation of your jurisdiction contain any directive in this respect?</p> <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>	<p>No</p>	<p>N/A</p>

I.4	<p>Is the question of whether parties agree to arbitrate ultimately decided by arbitrators as opposed to courts in the country for which you are reporting? Please cite the relevant legislative, regulatory, or jurisprudential basis for your answer.</p> <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>	No	<p>According to Article 19 of the Arbitration Law, in principle, the arbitral tribunal has authority to decide on its own jurisdiction, “including any challenge regarding the existence or validity of the arbitration agreement.” However, there are three scenarios under Paraguayan law where jurisdictional issues may be ultimately decided by national courts. <i>First</i>, Article 19 provides that, if the arbitral tribunal upholds its own jurisdiction as a preliminary decision, a party may challenge such decision before national courts within 30 days following service thereof. Pending a decision on such challenge, the arbitral tribunal may continue with the arbitral proceeding, but may not render an award on the merits. <i>Second</i>, if the arbitral tribunal decides on its jurisdiction together with the merits, the parties may challenge the award (including, of course, the tribunal’s jurisdiction) through an annulment action, as set forth in Article 40(a)(3) of the Arbitration Law, which provides as grounds for annulment that the “award addresses a dispute not covered by the arbitration agreement or contains decisions that exceed the terms of the arbitration agreement.” In either of these cases, the court judgement is final. <i>Third</i>, Article 11 of the Arbitration Law provides that a “court before which an action is brought in a matter which is subject of an arbitration agreement shall ... refer the parties to arbitration unless it finds that the agreement is null and void, inoperative or incapable of being performed.” Thus, for example, in the case <i>EDUCA v. Rosario del Pilar López</i> (2014), a court of appeals held that a national court “is empowered to assess whether or not the conditions for the referral of the case to arbitration are met,” or if it has jurisdiction over the dispute, “in the event it finds the [arbitration] agreement to be null and void, ineffective, or unenforceable.”²</p>
I.5	<p>Is there anything in the <u>legislation</u> of the country for which you are reporting that (i) could preclude the extension of an arbitration clause to non-signatories, or (ii) could permit the extension of an arbitration clause to non-signatories?</p> <p>[Note that the answer to this question is designed to provide the reader with a quick yes or no answer, plus to</p>	No	No

¹ Gunder *ICSA v. Kia Motors Corporations*, Supreme Court of Justice (25 May 2006).

² *EDUPCA v. Rosario del Pilar Lopez*, Civil and Commercial Court of Appeals (7 April 2014).

<p>flag the key legal criteria. The series of questions in Section II provide the reader with a more detailed discussion of relevant legal theories, jurisprudence, and examples.]</p>		
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I.5a	<p>If your answer to question <u>I.5</u> is yes, please cite and describe the applicable rules contained in any relevant legislation or regulations.</p> <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>	N/A	N/A
I.6	<p>Is there anything in the <u>jurisprudence</u> of the country for which you are reporting that (i) could preclude the extension of an arbitration clause to non-signatories, or (ii) could permit the extension of an arbitration clause to non-signatories?</p> <p>[Note that the answer to this question is designed to provide the reader with a quick yes or no answer, plus to flag the key legal criteria. The series of questions in Section II provide the reader with a more detailed discussion of the relevant legal theories, jurisprudence, and examples.]</p>	Yes	<p>Yes. As to item (i), we have identified a case where a third party seeking annulment of a contract between to other parties was not held subject to the underlying arbitration agreement. As to item (ii), there are cases, in the context of actions against the state, where the Attorney General's Office was held to be a necessary party to arbitrations against state entities, even though such Office had not signed the contract.</p>

I.6a	<p>If your answer to question <u>I.6</u> is yes, please cite and describe the applicable tests or rules applied by the courts of the country for which you are reporting.</p> <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>		<p>Regarding item (i): in the case of <i>Dirección Nacional de Aduanas v. Centro de Despachantes de Aduanas</i> (2016), the Customs authority sought annulment of a contract between two companies, even though the Customs authority was not a party to that contract. The Court of Appeals refused the defendant’s request to refer the matter to arbitration, as provided in the underlying contract, on the ground that the Customs authority was not a party to that contract. Regarding item (ii), we have identified two cases concerning arbitration against two different State Ministries, where a court of appeals held that the intervention of the Attorney General’s Office in the arbitration was required, even though it was not a signatory to the underlying contract, on the basis that the Attorney General’s Office is a necessary party in actions against State entities.³ The case left unresolved the question as to whether the arbitration clause would apply to the non-signatory, if the non-signatory had sought to commence arbitration. On item (ii), Paraguayan courts of appeals held in the cases of <i>Kaaguazu v. Ministry of Agriculture and Farming</i> (2015), and <i>Consorcio Asunción Tours v. Ministry of Industry and Commerce</i> (2018), that pursuant to Article 246 of the Paraguayan Constitution, the Attorney General’s Office “must compulsorily intervene in all judicial or extrajudicial proceedings, in which the interests of the Paraguayan State are in dispute.”⁴</p>
II. Specific Legal Theories Concerning Non-Signatories		(Yes/No /NA)	Additional comments, if any.
II.1	<p>Can the assignment or assumption of a contract containing an international arbitration agreement commit the non-signatory assignee to international arbitration in the country for which you are reporting? Or is the legislation and jurisprudence in the country for which you are reporting silent on the issue?</p>	Yes	

³ General Customs Directorate et al. v. Centro de Despachantes de Aduana et al, Civil and Commercial Court of Appeals (22 August 2016).

⁴ Ministry of Agriculture and Farming v. Kaaguazu Trading Agrocomercial S.A., Civil and Commercial Court of Appeals (16 March 2015). See Consorcio Asunción Tours S.R.L. & Fun Travel S.R.L. v. Ministry of Industry and Commerce, Civil and Commercial Court of Appeals (19 March 2018).

II.1.a	<p>If your answer to question <u>II.1</u> is yes, please:</p> <ul style="list-style-type: none"> • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country’s jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>	Yes	<p>Paraguayan courts have accepted that the assignment of a contract implies, for the assignee, the transfer of all rights and obligations derived from such contract, including an arbitration clause. For example, in the case of <i>INDUMAR v. Compañía Cervecera Brahma del Paraguay</i> (2005), a court of appeals upheld the assignment of a sales contract, including its arbitration agreement. There, two companies had entered into a concession agreement for the sale of certain products in Paraguay. The buyer subsequently assigned its role in the contract to a third entity. The legal representatives of both original signatories ratified this assignment. Subsequently, the seller gave notice to the assignee buyer of the termination of the contract, and the latter resorted to national courts instead of arbitration. The Court of Appeals ruled that the assignee buyer had become bound by all the provisions in the contract, including the dispute resolution clause, which referred the parties to arbitration.⁵</p>
II.1.b	<p>If your answer to question <u>II.1</u> is no, please:</p> <ul style="list-style-type: none"> • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country’s jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. 	N/A	N/A
II.2	<p>Can incorporation by reference (i.e., where a contract incorporates an arbitration clause contained in a separate document) commit a non-signatory party to international arbitration in the country for which you are reporting? Or is the legislation and jurisprudence in the country for which you are reporting silent on the issue?</p>		<p>The Arbitration Law is silent on the issue. No relevant publicly-available jurisprudence on this particular item has been identified.</p>
II.2.a	<p>If your answer to question <u>II.2</u> is yes, please:</p> <ul style="list-style-type: none"> • Cite and describe the applicable rules contained in any relevant legislation or regulations. 	N/A	N/A

⁵ INDUMAR S.A. v. Compañía Cervecera Brahma del Paraguay, Civil and Commercial Court of Appeals (4 May 2005).

	<ul style="list-style-type: none"> • Provide examples from your country’s jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>		
II.2.b	<p>If your answer to question <u>II.2</u> is no, please:</p> <ul style="list-style-type: none"> • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country’s jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>	N/A	N/A
II.3	<p>Can an arbitration clause commit a non-signatory third-party beneficiary of a contract to international arbitration in the country in which you are reporting? Or is the legislation and jurisprudence in the country for which you are reporting silent on the issue?</p>		The Arbitration Law is silent on the issue. No relevant publicly-available jurisprudence on this particular item has been identified.
II.3.a	<p>If your answer to question <u>II.3</u> is yes, please:</p> <ul style="list-style-type: none"> • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country’s jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>	N/A	N/A
II.3.b	<p>If your answer to question <u>II.3</u> is no, please:</p> <ul style="list-style-type: none"> • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country’s jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>	N/A	N/A

II.4	<p>Can a theory of agency (i.e., where an agreement containing an arbitration clause has been entered into by a person who expressly or impliedly did so as a representative of a non-signatory) commit a non-signatory party to international arbitration in the country for which you are reporting? Or is the legislation and jurisprudence in the country for which you are reporting silent on the issue?</p>		
II.4.a	<p>If your answer to question <u>II.4</u> is yes, please:</p> <ul style="list-style-type: none"> • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country’s jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>	Yes	<p>The Arbitration Law is silent on this issue. However, under Paraguayan civil law (Article 884(c) of the Civil Code), an agent may commit their principal to arbitration only under a special power of attorney (or mandate) for such purposes. In addition, at least in one case (2015), a court has deemed valid for a non-signatory to be a party to the arbitration, where the underlying contract was entered into by that party’s agent.⁶</p>
II.4.b	<p>If your answer to question <u>II.4</u> is no, please:</p> <ul style="list-style-type: none"> • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country’s jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>	N/A	N/A
II.5	<p>Can a theory of estoppel, good faith, or abuse of right (i.e., where a party benefitting from, and acting in accordance with, a contract containing an arbitration clause is estopped from claiming that it is not bound by certain provisions of the contract) commit a non-signatory party to international arbitration in the country for which you are reporting? Or is the legislation and jurisprudence in the country for which you are reporting silent on the issue?</p>		<p>The Arbitration Law is silent on the issue. No relevant publicly-available jurisprudence on this particular item has been identified. However, it must be noted that Paraguayan courts (including the Supreme Court of Justice) have widely accepted the theory of estoppel or “<i>actos propios doctrine</i>,” in order to preclude parties from benefitting from inconsistent actions or behavior.⁷</p>

⁶ See Ministry of Agriculture and Farming v. Kaaguazu Trading Agrocomercial S.A., Civil and Commercial Court of Appeals (16 March 2015).

⁷ See Edgardo Jose Apesteguía et al. v. Mastercard International Inc. et al., Supreme Court of Justice (12 July 2018); Cooperativa Coopavra LTDA. v. Banco Itaú Paraguay S.A., Supreme Court of Justice; Numidia Romero de Quiñonez v. Sixto Teodoro Aveiro Mareco, Supreme Court of Justice (10 June 2014); Antoliano Cardozo Reyes v/ Paraguayan State, Supreme Court of Justice (14 October 2013).

II.5.a	<p>If your answer to question <u>II.5</u> is yes, please:</p> <ul style="list-style-type: none"> • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country’s jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>	N/A	N/A
II.5.b	<p>If your answer to question <u>II.5</u> is no, please:</p> <ul style="list-style-type: none"> • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country’s jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>	N/A	N/A
II.6	<p>Can “implied consent” (i.e., where a party’s active participation in the negotiation, execution, performance and/or termination of a contract containing an arbitration clause provides evidence for its intent to consent to arbitration) commit a non-signatory party to international arbitration in the country for which you are reporting? Or is the legislation and jurisprudence in the country for which you are reporting silent on the issue?</p>	No	Article 10 of the Arbitration Law contemplates only explicit consent as a source for a binding arbitration agreement.
II.6.a	<p>If your answer to question <u>II.6</u> is yes, please:</p> <ul style="list-style-type: none"> • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country’s jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>	N/A	N/A
II.6.b	<p>If your answer to question <u>II.6</u> is no, please:</p> <ul style="list-style-type: none"> • Cite and describe the applicable rules contained in any relevant legislation or regulations. 	N/A	N/A

	<ul style="list-style-type: none"> Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>		
II.7	<p>Can piercing the corporate veil or the alter ego doctrine (i.e., where, typically due to misuse or abuse of rights or fraud, the separate legal form of a non-signatory that uses its dominating authority over a signatory is disregarded so that both are treated as a single entity) commit a non-signatory party to international arbitration in the country for which you are reporting? Or is the legislation and jurisprudence in the country for which you are reporting silent on the issue?</p>		The Arbitration Law is silent on the issue. No relevant publicly-available jurisprudence on this particular item has been identified.
II.7.a	<p>If your answer to question II.7 is yes, please:</p> <ul style="list-style-type: none"> Cite and describe the applicable rules contained in any relevant legislation or regulations. Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>	N/A	N/A
II.7.b	<p>If your answer to question II.7 is no, please:</p> <ul style="list-style-type: none"> Cite and describe the applicable rules contained in any relevant legislation or regulations. Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>	N/A	N/A
II.8	<p>In the country for which you are reporting, are there any other legal theories that can be used to commit a non-signatory to international arbitration?</p>		Yes

II.8.a	<p>If your answer to question <u>II.8</u> is yes, please:</p> <ul style="list-style-type: none"> • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>		See response to questions I.6 and I.6(a) above.
III. Enforcement of an Arbitral Award against a Non-Signatory		(Yes/No /NA)	Additional comments, if any.
III.1	Have there been court cases in the country for which you are reporting where a party has objected to the enforcement of an award, on the basis that the arbitral tribunal extended the arbitration clause to one or more non-signatories?	N/A	No relevant publicly-available jurisprudence on this particular item has been identified.
III.1.a	<p>If your answer to III.1 is <u>yes</u>, please explain which provision(s) of the New York Convention, or any other bilateral or multilateral convention on the enforcement of arbitral awards, was (were) relied upon as the basis for the application/objection.</p> <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>	N/A	N/A
III.1.b	<p>If your answer to III.1 is <u>yes</u>, please explain whether set-aside/enforcement was finally granted or refused, and the court's reasons for reaching this result.</p> <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>	N/A	N/A
III.2	<p>Have there been court cases in the country for which you are reporting in which the enforcement of an award was requested against a non-signatory third party (a company/individual/state that was a non-signatory to the arbitration agreement and not a party to the arbitral proceedings/award)?</p> <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>		We have not identified a case where the enforcement of an award was requested against a non-signatory party. However, as set out above, we have identified a case involving the annulment of an award against a state entity on the basis that the Attorney General's Office (a non-signatory to the contract) had not participated in the arbitration.

III.2a	<p>If the answer to III.2 is <u>yes</u>, please explain on what legal basis the enforcement was requested.</p> <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>		<p>A private company entered into a contract with the Ministry of Agriculture. A dispute arose, and the parties referred the matter to arbitration. The arbitral tribunal found the Ministry of Agriculture liable, and ordered it to pay damages to the private company. The Ministry of Agriculture then requested the annulment of the award on the basis that it had no legal standing to represent and defend the interests of the Paraguayan State.⁸</p>
III.2b	<p>If the answer to III.2 is <u>yes</u>, please explain whether the enforcement was finally granted/refused and the court's reasons for reaching this result.</p> <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>		<p>A Court of Appeals held that the Ministry of Agriculture had no standing to be a party to the arbitration, because, according to Article 246 of the Paraguayan Constitution and prior case law, "all patrimonial issues that interest the Paraguayan State, in judicial or extrajudicial proceedings, are the exclusive competence of the Attorney General's Office of the Republic,"⁹ which must be a party to any such litigation on behalf of the state. The court set aside the award, and ordered the arbitration proceedings to be conducted again, including the Attorney General's Office as a party to the arbitration.¹⁰</p>
IV. Miscellaneous		(Yes/No /NA)	Additional comments, if any.
IV.1	<p>Is there anything else that a party considering the issue of the extension of an arbitration clause to a non-signatory should take into account with respect to the country for which you are reporting?</p> <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>		<p>Any party considering these matters should note that there is only a limited number of publicly available court decisions related to arbitration, from which it is difficult to establish clear trends regarding non-signatory issues.</p>
IV.2	<p>Is there anything else that a party considering trying to enforce a foreign arbitral award against a non-signatory should take into account with respect to the country for which you are reporting?</p> <p>[Please provide your response in the comments column and limit it to one paragraph.]</p>		

⁸ Ministry of Agriculture and Farming v. Kaaguazu Trading Agrocomercial S.A., Civil and Commercial Court of Appeals (16 March 2015).

⁹ *Id.*

¹⁰ *Id.*

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