‘Anti-Anti-Suit Injunctions’ and ‘Anti-Enforcement Injunctions’ in the United Kingdom and Abroad – A Comparative Overview

Introduction:

An ‘injunction’ has been said to be the quintessential equity remedy.[i] It is essentially a court order directing a party to perform, or refrain from performing, a certain act. The jurisprudence surrounding the concept of injunctions has evolved over the years and has branched into various sub-types across foreign jurisdictions. In an earlier work, one of us (Shrivastava)[ii] has identified five types of special injunctions. These are **[1.]** anti-suit injunctions, **[2.]** anti-anti suit injunction, **[3.]** anti-enforcement injunction, **[4.]** anti-arbitration injunction, and **[5.]** anti-anti-arbitration injunction.

In this article, we endeavor to present, a critical understanding of these five types of special injunctions while studying their evolution in the United Kingdom, and thereafter, a comparative study of various other foreign jurisdictions such as **[A.]** the United States, **[B.]** France, **[C.]** Germany, **[D.]** India, and **[E.]** Singapore. During this analysis, we will occasionally emphasize upon the fine jurisprudential differences between these different forms of injunctions. But more importantly, we will focus on the differences in judicial

approaches in interpreting and/or granting these special equitable remedies.

Before moving forward, it might be prudent to briefly understand and familiarize ourselves with the basic concepts of the above-mentioned types of injunctions:

1. **Anti-Suit Injunctions (ASI):** This form of injunction is imposed by the Courts when it orders a party to cease to pursue, or not commence proceedings abroad. It may be interesting to note that while this form of injunction is quite usual in common law systems, it has invited strong criticisms from scholars and judges in civil law jurisdictions. The latter argue that such injunctions result in an unjustifiable interference with the sovereignty of the foreign country and authority of the foreign court.[III]
2. **Anti-Anti-Suit Injunctions (AASI):** As the name suggests, this form of injunction is sought from the Courts to ensure that the opposite party does not arm itself with an ASI order and disrupt the first party from commencing parallel proceedings in a foreign jurisdiction. [IV]
3. **Anti-Enforcement Suit Injunction (AEI):** This form of injunction affects an existing ASI order granted by a foreign court by prohibiting the party in whose favor the ASI was granted from both complying with the order of the foreign court and injuncting them from enforcing the awards/orders against the opposite party in a different jurisdiction.

   The difference between an AEI and AASI must be emphasized. An AEI is sought only after the ASI is granted by the foreign court. While on the contrary, an AASI is sought while the application for granting ASI is *still pending* before the foreign court. [V]

4. **Anti-Arbitration Injunctions**: Distinct from anti-suit injunctions and its variants, an 'anti-arbitration injunction' refers to a direction from a judicial authority to a party, restraining it from pursuing or taking recourse to the remedy of arbitration of a particular matter.[VI] Indian judicial authorities have observed that the principles which apply to an anti-suit injunction may not necessarily apply to anti-arbitration injunctions.[VII]

5. **Anti-Anti-Arbitration Injunctions**: An 'anti-anti-arbitration injunction' is an injunction granted by a judicial authority against an existing anti-arbitration injunction order or judgment, thereby directing the party which has sought to obtain or successfully obtained an anti-arbitration injunction from another judicial authority (likely to be foreign courts), to refer to arbitration.[VIII]

Having familiarized ourselves with the different forms of injunctions, we may now proceed to study the judicial approach in the United Kingdom followed by a comparative overview across other jurisdictions.

The United Kingdom: An Overview

The jurisprudential development in the principles of Injunctions, in the United Kingdom, may broadly be understood to have been diverse.[IX] There are two major scenarios which determine the outcome of an application for injunction before the English Courts: *First,* are matters involving contractual injunctions, where a party in a foreign proceeding is found to be in violation or breach of a contractual forum clause. *Second,* are matters popularly known as 'alternate forum' cases, where proceedings before a foreign court are found to overlap with matters being litigated in England. In both these scenarios, the Court determines whether the refusal to grant an injunction would amount to permitting a parallel judicial proceeding that would be both vexatious and oppressive.[X]

It is pertinent to note how the English Courts have struck a balance between the principle of 'Comity' and the jurisprudence of granting

'Injunctions.' The principles of Comity, in the international judicial framework, refers to the notion that different countries, and specifically their judicial systems, owe each other mutual and reciprocal respect and deference, wherever and whenever it is appropriate. While the principle of Comity is not a hard-edged rule, there are certain values and principles that the English Courts emphasize upon, namely:

1. the notion that jurisdictions should not be exercised in an exorbitant way.
2. the notion that one country's court must not, without proper justifiable reasons, allow such remedies that directly or indirectly interfere with the judicial and/or territorial sovereignty of the foreign state.
3. the notion that every foreign court has its own natural sphere of influence, within which there is a presumption against interference by another foreign court.
4. the notion that a court must be understood to have a greater standing in every matter that occurs within its own natural sphere of influence.[XI]

A broad framework of the judicial approach and evolving jurisprudence in the United Kingdom can be well understood by studying three important decisions that were delivered by the English Courts in the recent past:

[A.] Ecobank Decision

The first case in the UK which relates to AEIs is *Ecobank Transnational v Tanoh* (*hereinafter*, **'Ecobank'**[XII]). The Ecobank decision continues to be an interesting and important milestone in development of the principles of injunction in the UK Even though the English Commercial Court

refused to restrain the enforcement of the foreign awards for unnecessary delay it emphasized upon the fact that the Courts in English do have the power to grant injunction relief post-judgment.

The decision also highlights the approach adopted by the English Courts in granting anti-enforcement injunctions. It may be pertinent to note the relevant legal provisions and statutes for this matter. As per Section 32 of the *Civil Jurisdiction and Judgments Act of 1982*, the English Courts do have the power to decline an enforcement or recognition of a judgment delivered by a foreign court if the proceedings in consideration were brought in breach of a valid arbitration agreement. Similarly, Section 37 of the *Senior Courts Act 1981* empowers the English Courts to grant injunctions in order to restrain a party from continuing with foreign proceedings that are brought in breach of an arbitration agreement. A detailed factual analysis may not be relevant for our present purpose. However, it is important to note certain observations made by Court.

While extending the principles enunciated in a previous decision in *Ust-Kamenogorsk*[XIII], the English Court reiterated that it has the jurisdiction to grant anti-enforcement injunctions. It was also adequately emphasized that such an injunction may only be granted when it is *necessary to hold a party to its conduct*. Interestingly, referring to *Mansri v CCI* (2008)[XIV], the bench expressly recognized that the English Courts consider applications for anti-enforcement injunctions as a *very serious matter*.

This decision describes a typical situation where English Courts are most likely to grant anti-enforcement injunctions. These are scenarios where the "*judgment was obtained too quickly or too secretly to allow anti-suit injunction to be sought.*" The judgment also notes that the Courts will apply a higher threshold for allowing application for injunctions wherever the foreign court or tribunal has spent more time in deciding the dispute. The most important part of this decision is the Court's emphasis that an application for injunction must be sought without wasting any time. The Time for seeking injunction would begin right from the date when the proceedings in a foreign jurisdiction begin.

Therefore, it might be prudent to keep in mind, that if a litigating party files for an application seeking anti-enforcement injunction where it had not sought an anti-suit injunction, it will have to present strong reasons in justification of its approach. The *Ecobank* judgment remains important to remind us, that while seeking anti-enforcement injunctions from the English Courts, a party must provide strong reasons to justify why the Court was approached only after the foreign proceedings ended. The decision also reminds us that the Courts would favor those applications which were brought immediately at the outset of foreign proceedings.

[B.] IPCom v Lenovo Decision

The EWHC decision in *IPCom GMbH v Lenovo Technology* (hereinafter, **'IP Com'**[xv]) is notably the first UK case, which

dealt with AASIs. Back in 2007, IP Com, a German patent assertion entity had acquired several patent families which were important for 2G/3G/4G wireless communication standards. In the course of its business, which involved licensing these patents, the German company had a dispute with Lenovo Technology wherein the latter filed a suit in the US District Court. In response, IP Com brought an action in the United Kingdom seeking a declaration that one of its essential patents was infringed by Lenovo. This action prompted Lenovo to seek an ASI from the US District Court declaring that IP Com would be prevented from commencing or pursuing parallel proceedings in a foreign jurisdiction, during the pendency of the US action. Interestingly, IP Com filed for an AASI before the English courts in the UK, which was granted. The most important part of this judgment is the English Court's observation that the principles for granting AASI are broadly similar to those that apply for an ASI while admitting that AASI's present a "*greater danger of interfering improperly with the conduct of foreign proceedings*." The main reason that was providing by the Court for granting as ASI to IP Com was that it "*would be vexatious and oppressive to IP Com if it were deprived entirely of its right to litigate infringement and validity of its patent*." Therefore, the US ASI employed by Lenovo could not stop IP Com from commending proceedings in the UK.

<u>[C.] SAS Institute</u>

The final UK case which is relevant for our understanding of AEIs and AASIs is *SAS Institute v World Programming* (hereinafter, '**SAS Institute**[xvi]'). This important case involved the grant of an AEI in part which prevented the enforcement of a US decision concerning the party's assets situated in England and Wales. The brief facts of this case involved World Programming Ltd (WPL), a UK company, which was given a software license from SAS, a US company on the condition that it would not try to produce a competing product. In breach of this condition, WPL developed a new competing software product and further licensed this software to its customers in the across different countries. Many of the contracts between WPL and its non-US customers had an exclusive arbitration clause with England as the jurisdiction.

While SAS filed an infringement action against WPL in US and won the case, it could not enforce the award in England since the English Courts refused to accept the reasoning provided by the US Courts. WPL applied for an interim anti-suit injunction before the English Courts which would prevent SAS from taking further steps before the US Courts (like seeking similar reliefs or AASIs from the US Court to prevent WPL's application for ASI before the English Courts). This application was turned down by the English Courts citing that the US order did not demand any such intervention. After failing to achieve an ASI from the English High Court, WPL appealed wherein the English Court of Appeal

explained that WPL was essentially seeking an AEI which was not different from the standards applied in ASIs.

The Appeals Court also added, that following the principles of comity, "*the English Courts had great respect for the work of the Foreign Court*" and in situations which do not involve contractual breach of agreements, the mere fact that a foreign court approached a matter differently does not justify an injunction. It also emphasized that an enforcement order must be understood to be territorial in nature and therefore, a foreign court cannot be allowed to deliver enforcement orders against the assets situated in England. The enforcement order must come from the English Court, else it would a seen as a breach of sovereignty of the state.

Comparative Study of Foreign Jurisdictions:

[A.] USA

Dr. Strong[XVII] argues that the standards on grant of ASIs and various other forms of injunctions by US judicial authorities are ambiguous and fragmented. However, it appears that US Courts are not usually reluctant to grant special injunctions such as AEIs or AASIs, whenever grant of such injunctions protects their jurisdiction or meets the threshold for grant of regular ASIs. Let us consider three US case-laws,

which are pertinent to understand how US courts have dealt with AASIs and AEIs.

First, in *Laker Airways* (1984)[XVIII], the US Court of Appeals ('USCA') of District of Columbia Circuit had laid down various principles on ASIs is relevant. In *Laker Airways*, the US Court for the first known instance in US history, had granted an AASI, staying an English Court's ASI which had prohibited Laker Airways Ltd. from pursuing any action against Sabena Airlines in the US. The USCA recorded that the US Court and the English Court's actions were not parallel proceedings. Moreover, it held that the English Courts were incapable of offering Laker Airways Ltd. any remedies of anti-trust law and that the English Court's proceedings were solely initiated for the purpose of stopping the US proceedings (which were initiated prior to the proceedings before the English Court). Consequently, not only was US the appropriate forum for that particular matter, the grant of an AASI against the English Court's ASI would be rightly warranted in order to preserve the US Court's jurisdiction. This case serves as a testament to the fact that US Courts can choose to grant an AASI where the ASI order obtained by a party from foreign jurisdictions constitutes "vexatious" or "oppressive" litigation against the opposite party.

Second, the USCA decision in *Microsoft Corp v Motorola Inc*[XIX], is the first-known instance of a US Court granting an AEI. Briefly speaking, Microsoft Corp had filed a contract infringement case against Motorola

before the Washington District Court, while Motorola filed a patent infringement case before the Wisconsin District Court, both of which were clubbed together before the Washington Court. Motorola had later filed a similar patent infringement case before a German Court. Subsequently, Microsoft sought an AEI against Motorola, seeking to restrain it from seeking any injunction against Microsoft from the German Court, which was granted by the Washington Court. This was unsuccessfully appealed before the USCA by Motorola, where the court held that the Washington Court's AEI grant was appropriate. Moreover, the USCA pointed out that the AEI did not stop Motorola from litigating its patent claims against Microsoft before the Germany Court, excluding any injunctive remedies against Microsoft.

Lastly, the USCA decision in *Chevron Corp v Naranjo*[xx]is of relevance. In this case, Chevron Corp had sought to seek an AEI against an Ecuadorian Court's order which had held Chevron liable to pay USD 17.2 billion in damages for environmental damage caused by its predecessor corporation while operating in Ecuador. The New York District Court had granted Chevron Corp an AEI noting that "the judgment was rendered under a system which does not provide impartial tribunals or procedures compatible with requirements of due process of law". On appeal, the Second Circuit of USCA reversed the New York Court's order, holding that judicial authorities were incapable of granting a pre-emptive global AEI order to any potential judgment

debtor like Chevron Corp, as such reliefs were not recognized by the New York's Uniform Foreign Country Money-Judgments Recognition Act, 1962. It must be noted that *Chevron Corp v Naranjo*, is a case involving special circumstances as the USCA emphasized on the fact that 'pre-emptive' applications for global AEIs against a foreign court's order by a party which is judgment-debtor were impermissible under the New York law.

[B.] France

The first and only known instance of a French Court granting an AASI is the case of *Lenovo (United States) v IPCom* (2020)[xxi], which was before the Court of Appeal of Paris ('CAP'). In this case, IPCom had sought an AASI against the US based company Lenovo, seeking an order to restrain Lenovo from pursuing its pending ASI application before a US Court. Granting the AASI order in favour of IPCom, the CAP held that the action for patent infringement was clearly under the exclusive jurisdiction of the French Court (i.e. Paris Court of First Instance). It also distinguished the actions before the US and French Courts, holding that the proceedings in US did not pertain to patent infringement, a decision on which by a French Court would not affect the continuation of judicial proceedings in the US. Therefore, it would not be appropriate for the US Court to grant an ASI to Lenovo, restraining IPCom from continuing the proceedings in France.

Moreover, it held that any ASI granted by the US Court to Lenovo would not constitute as "temporary prohibitory measures" against IPCom. Consequently, it directed Lenovo to withdraw its ASI application and discontinue from the pending proceedings before the US Court. Notably, *Lenovo v IPCom*, is in line with the UK jurisprudence emerging from the cases in *IPCom Gmbh & Co KG v Lenovo Technology (United Kingdom) Ltd.* and *SAS Institute*.

[C.] Germany

The first instance of AASIs being granted in Germany is the Higher Regional Court, Munich's decision in *Continental v Nokia.*[xxii] In this case, Nokia filed several patent-infringement cases against Daimler and Continental (hereinafter, **D&C**). In response, D&C approached the US District Court seeking an ASI against Nokia. Interestingly, the Regional Court of Munich issued an AASI thereby disallowing D&C from pursuing a parallel proceeding against Nokia in other jurisdictions. This AASI is remarkable since this is the first of its kind in the German jurisdiction. D&C appealed against this AASI and approached the Higher Regional Court of Munich arguing that such an AASI would be illegal since under German Law, a party cannot be prevented from pursuing a legal action.

Quite surprisingly, the Higher Regional Court upheld the judgment of the Regional Court reasoning that a relief in the form of an AASI or ASI can be granted in situations involving breach of contractual obligations or matters involving tortious liabilities. It explained that had an injunction

not been granted in the present case, it would have violated the party's right relating to the blocked patents, as provided under the German Civil Code. That violation would have amounted to a Tort. Therefore, the Regional Court was justified in granting the injunction. Since the decision of the Higher Regional Court is final in German law it cannot be appealed any further.

What is very interesting to note here, is that with this decision, the German courts demonstrate a new stand which is contrary to their usual aversion to interfere with matters concerning extra-territoriality or foreign proceedings.[xxiii]

[D.] India

In India, special injunctions such as ASIs, AASIs and AEIs are not recognized under statutory instruments. However, judicial precedents in India have consistently given recognition to these special injunctions. Let us consider two case-laws in India.

First, the Calcutta High Court in *Devi Resources v Ambo Exports Ltd* (2019)[xxiv], had held that the Indian Courts, which are sovereign by nature, are capable of granting injunctions such as ASIs, AAIs or AASIs due to their *general equitable jurisdiction*. While the High Court did not consider granting of an AASI in *Devi Resources*, this was the first instance in Indian judicial history when AASIs were acknowledged to be special injunctions which can be granted by an Indian Court. Yet at the same

juncture, the High Court recorded that such special injunctions are to be issued by the Indian Courts in the "most extreme of cases". Such cases would include situations, "*where the refusal of the injunction may result in palpable and gross injustice in the meanest sense*." While the Calcutta High Court's caution on rarity of cases where special injunctions (such as AASIs) should be granted is well-intentioned, its mention of the qualificatory phrases such as "palpable and gross injustice" and "meanest sense" suffers from ambiguity and vagueness.

Second, the landmark judgment by Delhi High Court ('DHC') in *Interdigital Technology Corporation and Others v Xiaomi Corporation and Others* (2021)[xxv], was the first instance of an Indian Court ever granting an AEI. The High Court had undertaken a comparative study of AASIs and AEIs in India and foreign jurisdictions (including UK, France, Singapore and USA). Importantly, the Court distinguished AASIs from AEIs and also identified two categories of AEIs. It then laid down ten principles governing AEIs in India.[xxvi] Out of these ten principles, seven principles were common to both ASIs and AEIs. Three principles or rather 'situations', exclusive to grant of an AEI by a judicial authority in India, were also laid down by the High Court, relying on the English decision in *Ecobank* and Singaporean jurisprudence. These principles have been extensively discussed with by one of us (Shrivastava) in an earlier work[xxvii], which may be referred to by the readers. Notably, the principles laid down by the DHC are largely in consonance with the UK,

USA, France and Germany. The High Court also disagreed with the approach taken by Singaporean Courts in granting of ASIs and AASIs, which shall be discussed below.

[E.] Singapore

The only known case-law where a Singaporean Court has dealt with AEI is *Sun Travels v Hilton International* (2019).[XXVIII] In this case the Singapore Court of Appeal (SCA) presided over the question as to how a seat court should exercise its discretionary powers while deciding an application to grant an AEI in a situation where the foreign court has already delivered its decision in favor of the other party in a civil suit where the issues being decided are same as those in the arbitration. The SCA emphasized upon the importance of the principles of Comity. The decision states that the Court must not entertain any applications for injunctions in situations where the foreign court has already delivered its judgment. It is only in exceptional circumstances that the Court must interfere exercise its discretion and grant injunctions. The brief facts of this case involved a situation where it was found that one of the parties had adopted a vexatious and oppressive approach by commencing parallel proceedings before Maldivian Courts wherein the issues deliberated upon where the same as those before the arbitral tribunal which granted an award against the party. While the opposite party had approached the SCA for granting an AEI, it was already too late, and the

Maldivian Court had already delivered its judgment. Thus, the SCA refused to grant an AEI.

Interestingly, the SCA made pertinent observations in stating that [1.] *firstly*, the Courts should grant AEIs *"very sparingly"* since such injunctions would directly interfere with the powers of the foreign court and the same should be granted unless there are exceptional circumstances, and *secondly*, [2.] the applications for an ASI must be granted only in situations like the breach of an arbitration agreement. The court also emphasizes upon the importance of an ASI since it amounts to halting the ongoing proceedings in a foreign jurisdiction. Lastly, the SCA stated that these applications must also be made promptly, without unreasonable delay, and before the foreign court delivers it judgment/or reaches the final stage of its proceeding.

It is interesting to note that the Delhi High Court (DHC) decision in *Xiaomi Corporation* (discussed above) mentions and discusses the Sun Travels decision rendered by the Singapore Court of Appeal (SCA) while slightly disagreeing with the jurisprudential approach of the SCA. In this regard, the DHC's emphasis on the difference between the granting of an AEI and ASI must be critically analyzed. The DHC judgment strongly disagreed that granting an ASI would amount to causing greater harm than granting an AEI since the former amounts to halting the ongoing proceedings in a foreign jurisdiction. On the contrary, it declared that in the case of an AEI, the foreign court having already rendered its

decision, is already *functus officio* until the parties seek an enforcement or execution of its decision. Here, it seems that the DHC is more in alignment with the approach of the EWCA in the *SAS Institute* decision when it disagrees with SCA's view that AEI must only be granted in exceptional situations. The DHC adopts a clear and assertive stand when it states that when a court, for the sake of rendering justice, is required to grant an AEI, it should not be withheld due to a subjective notion of exceptionality.

Concluding Remarks:

As the above discussion shows, the jurisprudential evolution in the principles of Injunction and the judicial approaches surrounding it have undergone a significant amount of development across jurisdictions. It may not be an exaggeration to state that the decisions rendered by the ***English Courts*** have played a major role in contributing to the development of this branch of equity jurisprudence. The *Ecobank* judgment rendered by the EWHC paved the way to ensure a critical yet broadly uniform application of granting injunctions in various foreign jurisdictions. While it laid the foundational groundwork, the subsequent decisions in IP Com and SAS Institute furthered our understanding of the judicial approach to granting injunctions and the appropriate degree of caution and restrain that must accompany in granting the same. The approach taken by subsequent decisions in *IP Com* and *SAS Institute* are in consonance with the USCA's

approach in *Laker Airways* and *Microsoft Corp v Motorola*, which have both carved out circumstances where AASIs and AEIs should be granted by a US Court for general cases.

The English Court decisions have had a very strong influence on the judicial approach adopted by the ***Singapore Courts*** which seem to echo the same concerns and judicial assertion that were presented in the *Ecobank* case. The remarkable developments in the judicial approaches of the German and French Courts are also notable. The jurisdictions of ***Franc***e and ***Germany*** have demonstrated a new approach in dealing with matters concerning extraterritoriality and issues involving parallel proceedings in foreign jurisdictions. It would be interesting to observe how these jurisdictions evolve and build up on their new approaches in the near future.

The most noteworthy development in the recent times, however, lies in the ***Indian jurisdiction***, especially with the recent judgment in *Xiaomi Corporation*. The DHC's decision puts forth a very clear and well-reasoned exposition on the appropriate judicial approach to the Law of Injunctions. The judgment's rationale and its emphasis on the need to ensure 'justice' above the notional considerations of exceptionality is bold yet applause worthy. The development in the Law of Injunctions over the last decade has indeed been very diverse. It would be fascinating to observe and study the developments across these jurisdictions over the next few years.

[I]David W Raack, ‘A History of Injunctions in England before 1700’ [1985-1986] 61(4) Indiana Law Journal 1.

[II]Anujay Shrivastava, ‘Principles Governing ‘Anti-Enforcement Injunctions’ in India: Part 1’ (*IndiaCorpLaw Blog*, 9 June 2021), <https://indiacorplaw.in/2021/06/principles-governing-anti-enforcement-injunctions-in-india-part-1.html.> accessed 8 July 2021 (*hereinafter*, ‘Shrivastava’).

[III]Thomas Raphael, *The Anti-Suit Injunction* (2nd edn, Oxford University Press 2019) 1 (*refer* Para 1:01-1:02).

[IV]Greta Niehaus, ‘First Anti-Anti-Suit Injunction in Germany: The Cost for International Arbitration’ (*Kluwer Arbitration Blog*, 28 February 2021) <http://arbitrationblog.kluwerarbitration.com/2021/02/28/first-anti-anti-suit-injunction-in-germany-the-costs-for-international-arbitration/> accessed 8 July 2021.

[V]Shrivastava (n 2).

[VI]S I Strong, ‘Anti-Suit Injunctions in Judicial and Arbitral Procedures in the United States’ [2018] 66 American Journal of Comparative Law 153, 175 (*hereinafter*, ‘Strong’).

[VII]Anujay Shrivastava and Anubhav Khamroi, ‘Anti-arbitration Injunctions in International Investment Arbitration: An Indian Overview’ (I*ndiaCorpLaw Blog*, 25 December 2018)

<https://indiacorplaw.in/2018/12/anti-arbitration-injunctions-international-investment-arbitration-indian-overview.html.> accessed 8 July 2021.

[VIII]Shrivastava (n 2).

[IX]Thomas Raphael, *The Anti-Suit Injunction* (2nd edn, Oxford University Press 2019) 3 (*refer* Para 1:08) (*hereinafter*, 'Raphael').

[X]Raphael (n 9) (*refer* Para 1:09).

[XI]Raphael (n 9), 9 (*refer* Para 1:28).

[XII]*Ecobank Transnational Inc v Tanoh* [2015] EWHC 1874 (Comm).

[XIII]*Ust-Kamenogorsk* [2013] 1 WLR 1889.

[XIV]*Mansri v CCI (UK) Ltd* [2008] EWCA Civ 625.

[XV]*IPCom GMbH & Co KG v Lenovo Technology (United Kingdom) Limited and Motorola Mobility UK Limited* EWHC Case No HP 2019-000024.

[XVI]*SAS Institute Inc v World Programming Limited* [2019] EWCA Civ 599.

[XVII]Strong (n 6), 154.

[XVIII]*Laker Airways, Ltd v Sabena Belgian World Airlines* 731 F.2d 909 (DC Cir 1984) (USA).

[XIX]*Microsoft Corp v Motorola Inc* 696 F.3d 872 (USA).

[xx] *Chevron Corp v Naranjo*, 667 F.3d 232, 240 (2d Cir. 2012) (USA).

[xxi] *IPCom v Lenovo* RG 19/21426 (Court of Appeal of Paris): Case No. 14/2020 (3 March 2020) (France).

[xxii] *Continental v Nokia* Case No 6 U 5042/19 (Higher Regional Court, Munich 2019) (Germany).

[xxiii] Greta Niehaus, 'First Anti-Anti-Suit Injunction in Germany: The Costs for International Arbitration' (*Kluwer Arbitration Blog*, 28 February 2021) <http://arbitrationblog.kluwerarbitration.com/2021/02/28/first-anti-anti-suit-injunction-in-germany-the-costs-for-international-arbitration/> accessed 8 July 2021.

[xxiv] *Devi Resources v Ambo Exports Ltd* (2019) 2 Cal LT 50: 2019 SCC OnLine Cal 7774 (India).

[xxv] *Interdigital Technology Corporation and Others v Xiaomi Corporation and Others* 2021 SCC OnLine Del 2424: I.A. 8772/2020 in CS(COMM) 295/2020 (India).

[xxvi] *Interdigital Technology Corporation and Others v Xiaomi Corporation and Others* 2021 SCC OnLine Del 2424: I.A. 8772/2020 in CS(COMM) 295/2020, paragraph 88 (India).

[xxvii] Anujay Shrivastava, 'Principles Governing 'Anti-Enforcement Injunctions' in India: Part 2' (*IndiaCorpLaw Blog*, 12 June 2021),

<https://indiacorplaw.in/2021/06/principles-governing-anti-enforcement-injunctions-in-india-part-2.html> accessed 8 July 2021.

[xxviii] *Sun Travels & Tours Pvt Ltd v Hilton International Manage (Maldives) Pvt Ltd* [2019] SGCA 10 (Singapore).

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