



GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

Neutral Citation Number: [2025] CIGC (FSD) 66

CAUSE NO: FSD 177 OF 2025 (IKJ)

IN THE MATTER OF THE FOREIGN ARBITRAL AWARDS ENFORCEMENT ACT

BETWEEN:

- (1) BRIGHT SUGAR GROUP CO., LTD.
- (2) 上海市糖业烟酒(集团)有限公司 (SHANGHAI SUGAR
CIGARETTE & WINE (GROUP) CO., LTD.)

Plaintiffs

-v-

- (1) GREAT ALLY GROUP LIMITED
- (2) SINO MILLION INVESTMENTS LIMITED
- (3) TALENT BUSINESS INVESTMENTS LIMITED

Defendants

IN CHAMBERS

Appearances: Denis Olarou and Jasmin Davies of Carey Olsen, for the Plaintiff
Heard: On the papers
Date of decision: 14 July 2025
Draft Reasons
circulated: 15 July 2025
Reasons delivered: 16 July 2025

Ex parte application for leave to enforce foreign arbitration award-Foreign Arbitral Awards Enforcement Act (1997 Revision) sections 5-6-Grand Court Rules (2023 Revision) Order 73 rules 31-32

REASONS FOR DECISION

Introductory

1. By an Ex Parte Originating Summons dated 20 June 2025, the Plaintiffs sought leave to enforce a final award made in their favour against the Defendants in relation to two related arbitrations in Hong Kong on 10 April 2025 (the "Final Award").
2. The Originating Summons was supported by evidence which exhibited copies of the arbitration agreements (in an 'Investor Agreement' and a 'Guarantee') and the Final Award which averred that (1) no application had been made in Hong Kong to set it aside and (2) the time for challenging the Final Award expired on 10 July 2025. The Defendants are all companies incorporated in the British Virgin Islands ("BVI").
3. On 14 July 2025 I granted an Order in the following terms:

"1.The Plaintiffs have leave to enforce as a judgment or order of the Court a Convention award (as defined in section 2(1) of the Foreign Arbitral Awards Enforcement Act (1997 Revision) ("FAAEA")) made in Hong Kong in the Hong Kong International Arbitration Centre ("HKIAC") Case No. HKIAC/PA21167 and HKIAC/PA21168 (collectively, the "Arbitrations") on 10 April 2025 (the "Final Award");

2.Judgment be entered in favour of the Plaintiffs against the Defendants in the same terms of the Final Award as follows:

'Great Ally Group Limited, Sino Million Investments Limited and Talent Business Investments Limited shall pay Bright Sugar Group Co., Ltd. and Shanghai Sugar Cigarette & Wine (Group) Co., Ltd. (上海市糖业烟酒(集)有限公司)'s costs of the Arbitrations in the amounts of USD 14,000,000"

3.Interest shall accrue on the costs awarded by the arbitral tribunal in the sum of USD 14,000,000 (the "Arbitration Costs") at the Hong Kong judgment rate prevailing from time to time until the date before judgment is entered pursuant to paragraph 2 above:

- a. 8.276% per annum from 10 April 2025 (the date of the Final Award) to 30 June 2025;*
- b. 8.250% per annum from 1 July 2025 until the rate is next updated; and*

c. thereafter and if applicable, at such further updated rate(s) as may be determined in Hong Kong from time to time in respect of the applicable period(s).

4. Interest shall accrue on the Arbitration Costs, as if they were a judgment debt, at the local judgment rate pursuant to the Judgments Debts (Rates of Interest) Rules (2021 Revision) (currently at 2 $\frac{3}{8}$ % per annum) from the date of the judgment that is entered pursuant to paragraph 2 above until the date of payment in full;

5. The Plaintiffs' costs of this claim shall be paid by the Defendants, to be taxed if not agreed, within 14 days; and

6. The Defendants may apply to set aside this order within 28 days after service of the order, and the Final Award shall not be enforced until after the expiration of that period. If any of the Defendants apply within that period to set aside the order, then the Final Award shall not be enforced until after the application is finally disposed of.”

4. These are the reasons for that decision.

Governing legal principles

5. The main legal principles governing the enforcement of foreign arbitral awards are well settled. In summary:

- (a) a “*Convention award*” made in a jurisdiction to which the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958) (the “*New York Convention*”) applies are enforceable (section 5 of the Foreign Arbitral Awards Enforcement Act 1997 (the “*Act*”));
- (b) the basic evidence required to support an enforcement application is a certified copy of the award and the arbitration agreement (section 6 of the Act);
- (c) applications are required to be *ex parte* applications for leave in the first instance supported by affidavits exhibiting the documents specified by section 6 of the Act and explaining any interest claim. Service of the *ex parte* leave order may be effected abroad without leave (Grand Court Rules (2023 Revision) Order 73 rules 31, 32); and
- (d) the policy of the legislative scheme is unambiguously pro-enforcement and the Act exhaustively prescribes the only grounds on which enforcement may be refused (section 7).

Merits of application

6. The Plaintiffs succeeded in defeating the Defendants' claims against them for breach of the Investor Agreement and Guarantee and were awarded the costs of the arbitration proceedings with interest under the Final Award.
7. The Plaintiffs' application complied with the procedural requirements of section 6 of the Act and GCR Order 73 rules 31 and 32. The New York Convention applies to Hong Kong. There appeared to be no potentially valid grounds for refusing enforcement which the Defendants had raised or could raise. A *prima facie* case for enforcement of the Final Award as a Convention award under section 5 of the Act was made out. Evidence was filed setting out the statutory rates of interest on Hong Kong judgment debts (8.276% from 1 April 2025 and 8.250% from 1 July 2025).
8. I found that the case for granting leave on the terms proposed was clearly made out.

Conclusion

9. For these reasons, on 14 July 2025 I granted the Plaintiffs leave to enforce the Final Award.



THE HONOURABLE IAN RC KAWALEY
JUDGE OF THE GRAND COURT