General register number 14067/2019
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ITALIAN REPUBLIC
THE SUPREME COURT OF CASSATION FIRST CIVIL SECTION

Composed of the Right Honourable Magistrates

FRANCIS A. GENOVESE	President
MAURO DI MARZIO	Adviser - Rel.
MARCO MARULLI	Councilor
FRANCESCO TERRUSI	Councilor
LOREDANA NAZZICONE	Councilor

Object

Foreign award, enforceability, verification of violation of public policy, limitation to the operative part, significance

19/11/2021 CC

Cron.

R.G.NO. 14067/2019

copia comunicata ai soli fini dell'art. 133 cpc

ORDINANCE

on the appeal 14067/2019 brought by:

The Republic of Kazakhstan, in the person of the Ambassador and legal representative pro tempore, with an address for service in Rome, Via San Nicola da Tolentino 67, at the office of the lawyer Daniele Geronzi, who represents and defends it, in accordance with the power of attorney at the foot of the application;

-current-

against

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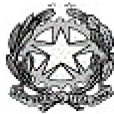
Signed By: GENOVESE FRANCESCO ANTONIO SALVATORE Issued By: ARUBAPEC S.P.A. NG CA 3 Serial #: 14b5e6afe850abe8bbc54b8e79fbc207



Anatolian States, Ascom Group S. A. in the person of the management pro tempore representative, Stati Gabriel, Terra Raf Trans Traiding Ltd. in the person of their pro tempore legal representative, electively domiciled in Rome, Via Vincenzo Tiberio n.38, at the office of lawyer Terranova Antonella, who represents and defends them together with lawyers Cicogna Michelangelo, Doria Silvia, Muroni Raffaella, respectively justified by special powers of attorney by Notary Carolina Hanganu of the Republic of Moldova - rep.n.1625 and n.1624 of and21.2.201921.5.2019, n. of the1626 *apostille;*

- counterclaimants -

against judgment no. 1490/2019 of the COURT OF APPEALS of ROME, filed on 27/02/2019;

having heard the report on the case delivered in the council chamber of 19/11/2021 by Mr. Cons. DI MARZIO MAURO;

having read the written submissions of the Public Prosecutor in the person of the Deputy Public Prosecutor General, CARDINO ALBERTO, requesting that the appeal be dismissed.

FACTS OF CAUSE

1. - The Republic of Kazakhstan appeals by two means, against Anatolian States, Gabriel States, Ascom Group Sa and Terra Raf Trans Ltd, against the judgment of 27 February 2019 by which the Court of Appeal of Rome dismissed the opposition brought by today's applicant under Article 840 c.p.c. against the decree declaring the enforceability in Italy of a foreign arbitral award of 19 December 2013 made at the conclusion of an arbitration before the Arbitration Institute of the Stockholm Chamber of Commerce and the subsequent *addendum of* 17 January 2014, an award condemning the Republic of Kazakhstan to pay the sum of USD

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497.685.101.

2. - The judgment of the Court of Appeal of Rome, insofar as it is still relevant, is motivated as follows: "The *opponent, with reference to the award subject to* exequatur *by which the Republic of Kazakhstan was ordered to pay $ in 497.685.101,00favour of the opponents, argues in support of the opposition: 1) that only after the conclusion of the arbitration proceedings the Republic of Kazakhstan has learned that the award was "... made on the basis of false evidence and testimonies ... in the context of a broader fraudulent scheme ... consequently, it contains provisions that are contrary to domestic public order; 2) that the Arbitral Tribunal did not have jurisdiction to hear the case. ... in the context of a wider fraudulent scheme ... consequently, it contains provisions that are contrary to domestic public policy; 2) that the Arbitral Tribunal had no jurisdiction to hear the dispute due to the lack of a valid arbitration clause; ... With respect to the first grievance and thus to the alleged violation of public policy that would result according to the opponent's submission (art. penultimate840 paragraph* subpara.

n.2 c.p.c.*), the Court points out that for the purposes of determining whether the award is compatible with domestic law, the* decision *must be considered in terms of its subject-matter, which in the present case is an order for compensation for the failure of the opposing State to fulfil its obligations under the Energy Charter Treaty in relation to the investments of the opposing parties. In fact, pursuant to Article C840.P.C., a review of compatibility with public policy is relevant, which does not concern the merits of the measure but the operative part of the arbitral award. It should be noted that the review of the foreign judgement does not concern the correctness of the solution adopted in the light of the foreign legal system, but rather the compatibility of the effects of the judgement with the Italian legal system, i.e. whether such effects are not abnormal in the Italian legal system because they are in open contradiction with the interweaving of values and*

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rules governing the matter (see Court of Cassation SU 16601/2017). Nor is a conflict with

procedural public policy, since there is no
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manifest and disproportionate infringement of the parties' right to be heard and to be defended ... Moreover, as regards the alleged revocation of the foreign arbitral award - even if assumed to be relevant in this case - it appears ex actis *that both the Stockholm Court of Appeal and the Swedish Supreme Court were aware of the appeal against the award for reasons that substantially resemble those that have now been brought before the Court ...The Court of Appeal of Stockholm and the Swedish Supreme Court heard appeals against the award on grounds that are substantially the same as those brought before the Court of Justice of the European Communities today, with an outcome unfavourable to the appellant, essentially pointing out the irrelevance of the alleged fraudulent conduct of the Anatolian and Gabriel States for the purposes of the decision. In any event, the alleged falsity of the evidence on which the award is based is not apparent from a judgment that has become final (Article 395(2) of the Code of Civil Procedure). The second grievance is equally unfounded. The arbitration clause on the basis of which the arbitration which gave rise to the Award and the Addendum was established is to be found in Art. of the EC 26Treaty. This clause reads as follows: "l. Disputes between a Contracting Party concerning an alleged breach of an obligation imposed on it under Part III and an investor of another Contracting Party in respect of its investment in the area of the former shall be settled whenever possible amicably. 2. Where such a dispute cannot be resolved in accordance with the provisions of paragraph I within three months from the date on which either Party to the dispute has requested the amicable settlement, the investor concerned may choose to submit the dispute for decision: (a) to the courts or administrative tribunals of the Contracting Party to the dispute; (b) in accordance with any applicable dispute settlement procedure previously agreed upon; or (c) in accordance with the following paragraphs of this Article. 3. (a) Subject only to subparagraphs (b) and (c), each Contracting Party unconditionally*

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consents to submit a dispute to international arbitration or conciliation in accordance with the provisions of this Article. Opposing Party

assumes, citing Article 3(8402) of the Code of Civil Procedure that Number of the judgment 3255/2022

The arbitral tribunal had no jurisdiction to decide the dispute between the parties, since the three-month period provided for in Article 26.2 of the EC Treaty to attempt to settle the dispute amicably was not observed by the opposing parties, even though it was a necessary condition for the validity of the arbitration clause itself. The alleged infringement does not appear to be attributable to the provision of Article 26840.2 of the EC Treaty, 32,which gives relevance to cases in which the party against whom the award is invoked was not informed of the appointment of the arbitrator or of the arbitration procedure or was otherwise unable to assert its defence in the procedure itself. Assumptions that cannot be appreciated here. In any event, the question, already raised in the application for revocation of the award, was rejected by the Swedish Court of Appeal on the basis that the clause in question does not require the expiry of the three-month period as a condition for the validity of the arbitration clause. Therefore, the jurisdiction of the arbitrators cannot be denied on the basis of the deduction at hand".

3. - Anatolian States, Gabriel States, Ascom Group Sa and Terra Raf Trans Ltd resist with a counter-appeal.

The parties have filed pleadings.

REASONS FOR THE DECISION

4. - The appeal contains two pleas in law.

4.1. - The first plea alleges, pursuant to Article 360(1)(c3,) of the Code of Civil Procedure, violation and misapplication of Article V(2)(B) of the New York Convention and Article 840(5)2,(6) of the Code of Civil Procedure.

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The applicant states that in the proceedings it relied on Nudmieromdi gelanerale

that the award was contrary to international public policy, both substantive (because it awarded damages that were not only not due but were obtained through fraudulent conduct) and procedural (because it was rendered on the basis of artificially created information and evidence, which were discovered to be false only after the conclusion of the proceedings), adding that the Court of Appeal had disregarded the ground of objection by pointing out, on the one hand on the one hand, that the test of compatibility with public policy must be carried out on the basis of the operative part of the arbitral award alone, and, on the other hand, that there did not appear to be a manifest and disproportionate infringement of the parties' right to be heard and to defend themselves, since the alleged fraudulent conduct of the States had been the subject of appeals against the award before the Stockholm Court of Appeal and then before the Swedish Supreme Court, which had found it to be irrelevant to the decision.

4.1.1. - As to the issue of substantive public policy, the applicant argues that the Court of Appeal erred in carrying out the test only in relation to the operative part, on the basis of Article 840(5)(2) of the Code of Civil Procedure, which provides for refusal of recognition when the award contains provisions contrary to public policy, since the Convention referred to in the heading does not contain such a limitation, and the Convention takes precedence over the domestic rule. The Republic of Kazakhstan declares that it is aware of this Court's view that the requirement that an award not be contrary to public policy must be satisfied with regard to the operative part of the arbitral award, but observes, on the one hand, that there are no precedents for awards "*attributable to fraudulent and criminal conduct on the part of the parties to the arbitration*", and, on the other hand, that the aforementioned line of case-law could not be

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shared with regard to the pronouncements containing dispositivNiumdeirocdoi

the payment of sums of money, which as such are neutral and do not show that they are contrary to public policy, so that, in such cases, the compatibility of the effects of the award with the principles of our legal system should be assessed having regard also to the underlying relationship and the reasoning of the decision, which, moreover, would not lead to a review of the merits of the arbitral award. Such a consideration, moreover, is not alien to the case law of the Court of Cassation, as can be seen from the ruling on punitive damages (Cass, Un, 5 July no2017,. 16601), which assessed the existence of the conflict not only in relation to the operative part but also in relation to the grounds of the judgment whose recognition was invoked, stating that "*there can be no retreat from the control of the essential principles of the* lex fori *in matters ... that are protected by a set of systemic rules that implement the foundation of the Republic*".

4.1.2. - As to the procedural public policy, the Republic of Kazakhstan recalled that it had complained, at the stage of the merits, that the award was contrary to it "in that it was *rendered on the basis of false documentary evidence and testimony, pre-packaged for unlawful purposes and instrumentally filed in the arbitration proceedings .... evidence that conditioned and influenced the decision of the Arbitration Board with regard to both the* amount *and the* nature of *the compensation*", and, in the face of the decision of the Court of Appeal, observed that "*the falsity of the evidence produced in arbitration proceedings, as well as any fraudulent conduct of one of the parties to the proceedings, represent, in fact, a very serious violation of the rights of defence of the parties and a serious* breach of *the principle of cross-examination and, therefore, justify the refusal to recognise the foreign award in Italy for violation of the order of precedence.*

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procedural public", so that the judge on the merits aNumber could "*independently ascertain whether the fraudulent conduct alleged by RKZ actually took place during the arbitration proceedings and whether it was relevant to the arbitral decision, irrespective of any findings made on this point by a different court*".

4.2. - The second plea alleges, pursuant to Article 360(1)(A) of the Code3, of Civil Procedure, violation and misapplication of Article V(1)(A) of the New York Convention and Article 840(1)(A) of the Code of3,1, Civil Procedure.

The appellant states that in the proceedings on the merits it pleaded the "*absence of a valid arbitration clause and, therefore, the lack of jurisdiction of the Arbitral Tribunal*", since the EC Treaty, on the basis of which the arbitration took place, made the 26,valid commencement of the arbitration proceedings conditional upon the prior attempt to settle the dispute for a period of three months, which the respondents had not done. In this regard, the Court of Appeal noted that the alleged violation could not be attributed to the provision of article 3840,, paragraph 3 of the Code2, of Civil Procedure, and that, in any case, the exception had already been shared and rejected by the Swedish Court of Appeal.

In so doing, however, the judgment under appeal was wrong in two respects.

In the first place, it had not "*even correctly identified the ground of opposition to recognition of the award*", having "*erroneously held that RKZ had referred, as a ground of opposition to recognition of the award in Italy, to that under Article 840(3)(2) of the Code of Civil Procedure*"; conversely, "*if the Court of Appeal of Rome had not confined itself to reading only the title of the paragraph relating to the ground of opposition but had considered the*

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content of RKZ's defence on the point ... .

It was aware that the ground of objection relied on ... was that referred to ... in Article 840(3)(1) of the Code of Civil Procedure, relating to the valid existence of an arbitration clause': it therefore found that the requirements of the arbitration clause laid down by law had not been complied with.

Secondly, the Court of Appeal also failed to conduct an independent investigation into the merits of the ground of opposition raised.

5. - The appeal must be dismissed.

6. - The first plea is partly unfounded and partly inadmissible.

6.1. - It is unfounded in so far as it alleges infringement of the order substantial public.

6.1.1. - The procedure for the recognition of a foreign award is governed by articles 839 and 840 of the Code of Civil Procedure, introduced by law no. 25 of 5 January 1994, which are inspired by the Brussels Convention of September 1971, 27ratified1968, by law no. 804 of June21 1971, on the enforcement of judgments in civil and commercial matters in the States of the European Economic Community. This is a procedure that provides for a first stage of monitoring, intended to take place *inaudita altera parte* and to be concluded with a decree of the president of the Court of Appeal accepting or rejecting the application for recognition, and a second stage of opposition, which is in the nature of a judgement of cognition in a single instance with full cross-examination, which takes place before the same Court of Appeal and is concluded with a judgement.

In the first stage, the chairman is called upon to verify "the *formal regularity of the award*", recognition of which is prevented in only two cases, and

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i.e. whether he finds (of his own motion, of course) that conNumero raccolta generale could have been the subject of a compromise or that the award contained "*provisions contrary to public order*".

In the second phase, it is up to the party opposing recognition to plead and prove the existence of the conditions for non-recognition provided for in article 3840,, paragraph 3 of the Code of Civil Procedure, which essentially reproduces article V, para. of the1, New York Convention of 10 June 1958 on the Recognition and Enforcement of Foreign Arbitral Awards, a convention that is applicable and indeed destined to prevail over domestic law, as evidenced by the last paragraph of article 3, paragraph 3 of the Code of840 Civil Procedure, according to which: "*The rules laid down in international conventions are in any case unaffected*".

6.1.2. - Para. (5) of this840 article further provides that recognition or enforcement of a foreign award shall be refused if the Court of Appeal finds, inter alia, that the award "*contains provisions contrary to public policy*".

It is not necessary here to establish whether the rule, as is predominantly held in legal theory, refers to domestic public policy and not to international public policy, understood as a set of general principles of justice and morality common to civilised nations. b) of the Convention, which expressly refers to the *lex fori* (the concept of public international order is referred to in the case-law of this Court with regard to the recognition of the effectiveness of foreign judicial measures: see, for example, Cass, Un., March no312021,. 9006). It is likewise generally accepted that a violation of public policy can occur only in the event of a manifest and serious violation of an absolutely fundamental principle of the legal system.

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6.1.3. - Moreover, it is essentially undisputed, both in doctrine and, above all, in case law, not only national, that the examination of the existence of "*provisions contrary to public order*" is to be carried out exclusively on the basis of the operative part (Court of Cassation 17 March 1982, no. 1727; Court of Cassation 3 April 1987, no. 3221; Court of Cassation 8 April 2004, no. 6947; Court of Cassation 21 October 2021, no. at 29429,present not in full).

6.1.4. - That principle must, however, be correctly understood in order not to commit the error of approach which affects the plea in law in question, which observes that a review of compliance with public policy based solely on the operative part of the decision is unthinkable in relation to neutral measures, such as those ordering payment of a sum of money.

To say that the review must be carried out in relation to the operative part is certainly not to say that the Court of Appeal, in its judgment under Article C840.P.C., should omit to take cognisance of the content of the award, so as to understand through it the actual scope of the *decisum* and thus its conformity or conflict with public policy.

The fact is, as is made clear in an old ruling, for example, made with reference to the previous Geneva Convention of 26 September 1927 on the enforcement of foreign arbitral awards, that what enters the domestic legal system through recognition-execution is precisely the *decisum*, and it is therefore on the *decisum* that the verification in question must be carried out: The judge, in short, "*must ascertain that the award, in its final decision (*decisum*), is not contrary to domestic public policy ... This is clear if one considers that it is only the dispositive part, in which the* decisum *of the arbitral award is summarised, that, through the judgment of deliberation, is made its own.*

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by the Italian legal system, hence the need ... contrary to the highest, inviolable canons of our positive system" (Court of Cassation, 30 April 1969, no. l403). Thus, as has recently been pointed out in doctrine, there is no doubt that the provisions of the award that are contrary to public policy may consist not only in precepts directly contrary to it (e.g. the obligation to marry or not to marry a certain person) but also in precepts that are neutral in themselves (e.g. the payment of a sum of money) when the cause of payment is in itself contrary to public policy, Thus, for example, it has been said, an award condemning the payment of compensation for the killing of a person or compensation for damages for failing to fulfil a contractual obligation to kill a person would clearly not be recognisable.

6.1.5. - The preceptive content of the operative part can therefore be identified, filled with meaning, understood in its concrete scope, through the examination of the expositive and motivational part of the award, with a view to the final examination of whether the *decisum is* contrary to public policy. But the judge's intervention must then stop there: it must stop with the examination of the *decisum*, in the terms indicated.

In other words, it must be clearly understood that the wording of the Convention, and in particular Article V, which introduces a mechanism of recognition and enforcement, as set out in Articles 839-840 of the Code of Civil Procedure, operating *by default*, so to speak, unless there are specific impediments listed therein, does not leave the judge of recognition and enforcement any margin of control over the merits of the decision taken at arbitration. And the letter is an expression of the underlying *rationale of the* rules of the convention, as set out in articles 839 and 839 of the Code of840 Civil Procedure, which are intended to favour the circulation of foreign awards, a circulation that would be seriously jeopardised if the judgement of the arbitration court were to be annulled.

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recognition could take the form of a [illegible]

the substance of the award.

This is why the court has to carry out only an extrinsic verification, and therefore, from this point of view, limited to the operative part, i.e. to the content of the ruling, to the *decisum*, even if reconstructed in the light of the explanatory statement and the grounds of the award, of whether the award is contrary to public policy, a verification that can never, and in no case, lead to a review of the grounds of the decision, in which case it would be necessary to re-examine the merits, which the Convention, and therefore Articles 839-840 of the Code of Civil Procedure, intended to exclude, have sought to exclude.

In conclusion, it must be borne in mind that the infringement of public policy must immediately emerge from a reading of the operative part, understood in the sense indicated, i.e. in the overall light of the award, and certainly not, in the medium term, from a comparison between the award and the preliminary material considered by the arbitrators, nor between the award and factual data that the arbitrators did not even have at their disposal; Nor, in the recognition-execution phase, can the judge find mere errores *in iudicando*, or *errores in procedendo*, committed by the arbitrators, review the motivational path, question the *ratio decidendi* adopted by the arbitrators in support of the arbitral award.

6.1.6. - This deprives of all meaning the observation made by the appellant, who considered to point out that, while the domestic rule speaks of "*provisions*" contrary to public policy, the Convention rule excludes the recognition or enforcement of a judgment that "*is contrary to public policy*": that is, the Italian rule speaks of "*provisions*" precisely in order to better correspond to the spirit that animates the Convention.

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6.1.7. - This is a [illegible] case.

the use of the public order limitation to convey a political impermissible review of the merits of the arbitral award.

First of all, it should be noted that the Court of Appeal correctly applied the principle set out above, which requires the otherwise neutral operative part to be read in the context of the award to which it relates, since it pointed out that the award contained *'an order for compensation for the failure of the opposing State to fulfil its obligations under the Energy Charter Treaty in relation to the investments of the opposing parties'.*

The appellant complains that the respondents, the original claimants in the arbitration proceedings, obtained the arbitral decision in their favour by means of false evidence, evidence which, according to the submission, was obviously produced before or during the arbitral proceedings, but whose falsity was revealed to the appellant only subsequently: This is equivalent to saying that the alleged infringement of public policy, already in the light of the submission, does not and cannot emerge from the reading of the operative part, even understood in the perspective of the overall content of the award, but would emerge from the comparison between the content of the award and the preliminary findings, unknown to the arbitration panel, which would demonstrate, according to the Republic of Kazakhstan's claim, the falsity of the evidence adduced by the original plaintiffs in arbitration in support of the claim then upheld in the terms described above.

However, it is clear that assessing the award in the light of new evidence necessarily requires a review of the merits of the arbitral decision: in essence, it is a question of redoing a judgement that has already been made, of an invasive review that is somewhat similar to that of a revocation challenge, i.e. aimed at rescinding the contested decision in order to replace it with a different decision on the merits, of a different nature.

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Which is outside what is allowed in second
carried out pursuant to article c840.p.c..

6.1.8. - In this regard, it is worth noting that the appellant is also incorrect in stating that there is no precedent set by this Court for awards "*attributable to fraudulent and criminally relevant conduct of the parties to the arbitration*".

This is not the case.

It has already been observed in connection with the claim of refusal to recognise the decision of a Viennese arbitration court,

"in so far as it is the result of wilful misconduct on the part of the applicant based on an error of fact and an alleged fraudulent agreement', that

"Such an assumption is also not to be shared if one considers that the foreign arbitral award, if it is the result of the fraud of one of the parties or of a factual error resulting from the acts or documents of the case, may give rise to the remedies specifically provided for such reasons ... and not because the decisum is *the result of violation of rules that, for the general principles of our legal system, may conflict with the ethical-social-political conscience of our democratic country*. *The* decisum, *for these purposes, must be considered in its object, which in the present case is the sentence to pay the balance of the price of a sale*" (Cass. April no31987,. 3221).

6.1.9. - In the case of an award obtained on the basis of false evidence, therefore, recourse must be had to the "*remedies specifically provided for such reasons*": and this is what the Republic of Kazakhstan did, having challenged the Swedish award, without success, first before the Stockholm Court of Appeal and then before the Swedish Supreme Court.

6.1.10. - Therefore, in the final analysis, the applicant would like the

to review the merits of a foreign arbitration decision on the grounds that it was a

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vice of which the judicial authority responsible for the control of the

of the appeal, it excluded the existence, as already duly pointed out by the Court of Appeal in the judgment under appeal. Therefore, the decision of the Court of Appeal that the award does not conflict with public policy can only be confirmed.

substantial. https://www.iusexplorer.it/Giurisprudenza/GetMassimeCorrelate?idEstremi=571442&idDatabank=0&pid=19

6.2. - The complaint, in so far as it relates to the infringement of the procedural public, is inadmissible.

It is sufficient to note that the decision of the territorial court, as correctly observed by the counter-appellant, is supported by a composite *ratio decidendi. In* fact, the statement that: "And in any event, the alleged falsity of the evidence on which the complaint is based is not in itself sufficient to support the decision on this point: "*And in any event, the alleged falsity of the evidence on which the award is based does not result from a final judgment (art. no395. 2 c.p.c.)*".

Such a *ratio decidendi* is not specifically criticised, which means that the objection directed against separate *rationes is* inadmissible.

This does not prevent us from observing that a violation of procedural public policy in that the arbitrators failed to take into account the hypothetical falsity of evidence that was discovered by the interested party only after the arbitration was concluded, is not even possible in the abstract. That is to say, as is moreover intuitive, the award cannot have violated anything by failing to consider circumstances that were unknown to it because the party concerned had not submitted them to it.

7. - The second half is inadmissible.

The Capitoline Court of Appeal, after stating the content of the clause according to which: "*Where such disputes cannot be*

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resolved in accordance with the provisions of paragraph I within the period of three months

from the date on which one of the parties to the dispute has requested its amicable solution, the investor concerned may choose to submit the dispute to be decided...", incorporated the reasoning of the Stockholm Court of Appeal, which - the judgment under appeal recalls - had held "*that the clause in question does not impose the expiry of the three-month period as a condition for the validity of the arbitration clause*".

That *reasoning* - that the arbitration panel had jurisdiction since the clause did not prevent the arbitration proceedings from being brought before the expiry of the three-month period - is not affected by the plea in law.

That is to say, the appellant complains that the judgment under appeal did not correctly understand the meaning of the plea (which, moreover, was framed in the way that the appellant itself, in its capacity as opponent, had framed it) and did not carry out any independent investigation into the merits of the plea in objection put forward.

However, this is not the case: the Court of Appeal focused on the clause and held, in agreement with the Swedish court, that it did not provide for a period of grace before which the arbitral award could not be brought.

And, as said, this reading of the clause - a clause according to which: "*If such disputes cannot be resolved ... within the period of three months ... the investor concerned, may choose to submit the dispute for decision*" - is not censured, in the sense that no reason is put forward by virtue of which a different meaning should have been attributed to the clause in question, for some legally relevant reason in the judgment of legitimacy.

5. - Costs are shared. The procedural requirements for doubling the unified contribution, if due, are met.

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FOR THESE REASONS

declares the appeal inadmissible and orders the appellant to reimburse, in favour of the opposing party, the costs incurred in the present proceedings, awarded in the sum of
EUR, of 10.200,00,which EUR for 200,00disbursements, in addition to the fixed costs at the rate of 15% and the accessories required by law, noting, pursuant to Article 13(*1c) of* Presidential Decree No 115 of 2002, that the conditions exist for the payment by the applicant of a further sum by way of a unified contribution equal to that due for the appeal pursuant to Article 13(*1a).*

Thus decided in Rome, on 19 November 2021.

President

Francesco A. Genovese

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