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International Arbitration | Judgment & Arbitral
Award Enforcement Update

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Hong Kong Court Confirms Finality of Arbitral Awards and Grants Anti-Arbitration Injunction

On 11 February 2026, the Hong Kong Court of First Instance (Chan J) issued an important decision in [G&G v CNG \[2026\] HKCFI 902](#) confirming the finality of Hong Kong-seated arbitral awards and the limited circumstances in which parties may seek to challenge them.

Background

The dispute concerns ownership and control of a copper-lead-zinc project in the Republic of Congo and breaches related thereto, which were referred to HKIAC arbitration seated in Hong Kong in 2020 (**HKIAC Arbitration**). In a series of partial final awards, the tribunal held that the G Parties own 100% of the BVI company holding 90% of the project and ordered CNG to transfer its 65% shareholding to the G Parties (**Awards**). CNG's numerous applications to set aside the Awards failed, and the G Parties proceeded to enforce the Awards in Hong Kong and the BVI.

In a final attempt to derail enforcement, well outside the time limit for challenge under the Hong Kong Arbitration Ordinance, CNG commenced a new arbitration claiming that the Awards and underlying contracts were procured by bribery, seeking rescission of the contracts and the Awards to be set aside (**Bribery Arbitration**). CNG also applied to the Hong Kong Court for a stay of enforcement of the Awards.

The G Parties applied for an anti-arbitration injunction to restrain CNG from pursuing the Bribery

Arbitration on the basis that this constituted a collateral attack on the Awards and the court orders enforcing them, and an abuse of process under Hong Kong law.

The Decision

The Honourable Madam Justice Mimmie Chan granted the anti-arbitration injunction and dismissed CNG's applications to stay enforcement of the Awards. The court's reasoning rested on two core findings.

1. Article 34 provides the exclusive method of challenging a Hong Kong-seated award

The court held that Article 34 of the UNCITRAL Model Law, incorporated in section 81 of the Arbitration Ordinance, is the only route to challenge an award seated in Hong Kong. Any attempt to impugn an award, whatever label is used, is a "recourse" within Article 34 and must be brought (i) before the Hong Kong courts, (ii) on the limited grounds set out in Article 34(2), and (iii) within the strict three-month time limit in Article 34(3). That time limit is absolute and cannot be extended even where fraud is alleged, citing the Singapore Court of Appeal decision in *Bloomberry Resorts and Hotels Inc v Global Gaming Philippines LLC*.

CNG's attempt to reopen the awards in a new arbitration was therefore a non-compliant challenge and in breach of the parties' agreement to Hong Kong as the supervisory jurisdiction for the arbitration.

2. The new arbitration was an abuse of process

The court held that CNG's New Arbitration was a collateral attack on the Awards and enforcement orders. The claims sought to re-litigate issues already finally determined and to undo the results of a five-year arbitration. Chan J found that:

- The bribery allegations did not meet the stringent *Takhar* threshold for challenges based on fraud.
- The evidence supporting the bribery allegations was insufficient to establish that the claims were genuine or that they had any material impact on the Awards.
- CNG delayed raising the allegations despite allegedly discovering the issue in April 2024.
- CNG continued to participate actively in the arbitration and to pursue claims under the same agreements it now said were void, which was inconsistent with any genuine attempt to rescind them.
- Allowing the new arbitration to proceed would undermine the finality of the awards and the public interest in the certainty of arbitral outcomes.

In these circumstances, the court held that continuing the new arbitration would be "*oppressive and vexatious and an abuse of process*". Chan J confirmed that the principles set out by Foxton J in the English decision of *Sodzawiczny v Smith* apply in Hong Kong, and that Hong Kong courts have jurisdiction under Section 21L of the High Court Ordinance to grant anti-arbitration

injunctions to protect the supervisory court's exclusive role and prevent collateral attacks on awards.

Key Takeaways

The judgment provides clear confirmation that:

- Hong Kong-seated arbitral awards are final and cannot be challenged outside Article 34.
- Parties cannot revive out-of-time challenges by re-casting them as new arbitration claims based on fraud.
- Fraud allegations require cogent and compelling evidence; the court will not entertain attacks on awards based on mere assertions or unreliable evidence.
- Hong Kong courts will grant anti-arbitration injunctions to protect the supervisory court's exclusive role and to prevent collateral attacks on arbitral awards.
- Parties must act promptly and consistently once alleged relevant fraud has been discovered; delay and inconsistent conduct can be fatal.

The decision reinforces Hong Kong's pro-enforcement stance and its commitment to the finality of arbitral awards.

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