

**INTERNATIONAL CENTRE FOR SETTLEMENT OF INVESTMENT DISPUTES**

**Churchill Mining Plc and Planet Mining Pty Ltd**

**v.**

**Republic of Indonesia**

**(ICSID Case No. ARB/12/14 and 12/40)  
Annulment Proceeding**

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**DECISION ON THE RESPONDENT'S APPLICATION TO TERMINATE THE STAY OF  
ENFORCEMENT OF THE AWARD AND REQUEST FOR SECURITY FOR COSTS**

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**Members of the *ad hoc* Committee**

Judge Dominique Hascher, President  
Professor Dr. Karl-Heinz Böckstiegel  
Ms. Jean Kalicki

**Secretary of the *ad hoc* Committee**

Ms. Laura Bergamini

Date of dispatch to the Parties: March 18, 2019

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## I. PROCEDURAL HISTORY

1. On March 31, 2017, Churchill Mining PLC and Planet Mining PTY Limited (“Churchill” and “Planet,” together, the “Applicants”) filed with the International Centre for Settlement of Investment Disputes (“ICSID”) an application for annulment (the “Annulment Application”) and request for stay of enforcement in respect to the award rendered on December 6, 2016 in *Churchill Mining Plc and Planet Mining Pty Ltd v. Republic of Indonesia* (ICSID Case No. ARB/12/14 and 12/40) (the “Award”). The Annulment Application was filed pursuant to Article 52 of the Convention on the Settlement of Investment Disputes between States and Nationals of Other States (the “Convention”) and Rule 50 of the ICSID Rules of Procedure for Arbitration Proceedings (“Arbitration Rules”).
2. On April 11, 2017, the Secretary-General of ICSID registered the Annulment Application and notified to the Applicants and the Republic of Indonesia (the “Respondent” or the “State”) (together with the Applicants, the “Parties”) that the enforcement of the Award was provisionally stayed pursuant to Arbitration Rule 54(2).
3. On May 15, 2017, the *ad hoc* Committee (the “Committee”) was constituted in accordance with Article 52(3) of the Convention. Its members are: Judge Dominique Hascher (French), serving as President, Professor Dr. Karl-Heinz Böckstiegel (German) and Ms. Jean Kalicki (U.S.). All members were appointed by the Chairman of the Administrative Council.
4. On May 23, 2017, the Committee invited the Parties to confer and agree upon a briefing schedule to address the Applicants’ request for stay of enforcement of the Award.
5. By communications of May 24, 26 and 27, 2017, the Parties transmitted to the Committee an agreed briefing schedule, which included one round of written submissions and oral arguments at the first session of the Committee.
6. On May 29, 2017, the Applicants filed their application for continued stay of enforcement of the Award along with exhibit A-47 and legal authorities ALA-23 through ALA-29 (the “Stay Request”).
7. By letter of May 31, 2017, the Committee took note of the Parties’ agreement on the briefing schedule and decided to hold the first session on June 20, 2017 by telephone conference. In light of the agreed timetable, the Committee also invited the Parties to confirm that they agreed to extend the provisional stay of enforcement of the Award and the 30-day time limit set forth in Arbitration Rule 54(2) until the date of the first session.
8. By emails of June 1 and 5, 2017, the Parties confirmed that they agreed to extend the provisional stay of enforcement and the time limit for the decision on the Stay Request until June 20, 2017.
9. On June 12, 2017, the Respondent submitted its observations on the Stay Request along with exhibits R-269 through R-282, legal authorities RLA-272 through RLA-276, and selected exhibits from the arbitration proceeding.
10. On June 13, 2017, the Respondent submitted an amended version of its observations on the Stay Request.

11. On June 20, 2017, the Committee held the first session. The Parties and the Members of the Committee discussed draft Procedural Order No. 1. The Parties presented oral pleadings on the continuation of the stay of enforcement of the Award, which were recorded.
12. On June 20, 2017, having deliberated by telephone call, the Committee ruled that the stay of enforcement was to continue until it issued a final determination on the matter.
13. On June 27, 2017, the Committee issued a Decision on the Applicants' request for continued stay of enforcement of the Award (the "Stay Decision") by which it decided that the stay on enforcement of the Award would continue pending a decision on the Annulment Application, subject to the condition that the Applicants use their best efforts to pledge a property located in the East Kalimantan Province (Indonesia) (the "Port Land").
14. By email of July 11, 2017, the Applicants provided an update on the actions taken to pledge the Port Land and submitted a copy of the Churchill Board's resolution approving the pledging of the Port Land as security for the purpose described in the Stay Decision.
15. On July 14, 2017, the Committee issued Procedural Order No. 1 providing *inter alia* directions on the subsequent conduct of the annulment proceeding and setting forth the procedural calendar of the proceeding.
16. By letter of the same date, the Committee informed the Parties that the hearing on annulment would take place in Singapore, proposing possible hearing dates.
17. By email of July 23, 2017, the Applicants provided a further update on the execution of the pledge and requested the Respondent to indicate its preferred time and place for executing the pledge through a power of attorney to sell and transfer the Port Land (the "POA").
18. By letter of July 24, 2017, the Respondent requested that the Applicants provide further information on the POA and indicated that, absent adequate responses, it would not be able to consider that the POA could produce effects under Indonesian law.
19. By email of July 25, 2017, the Applicants responded to the Respondent's letter of July 24, 2017, and attached documents concerning the purchase of a parcel of the land comprising the Port Land. On the same date, the Applicants indicated that they transmitted to the Respondent (via an online sharing platform) the files containing the transaction documents for each parcel comprising the Port Land.
20. By email of July 26, 2018, the Respondent informed the Applicants that it intended to respond to their email by July 27, 2018, that it could not access the documents shared via the online platform, and that it was setting up a Sharefile account for the Applicants to upload the documents.
21. By email of July 27, 2017, the Applicants informed the Respondent that the documents relating to the Port Land were uploaded to the Sharefile account as requested by the Respondent.
22. On the same date, the Applicants filed a witness statement from Mr. David Quinlivan and a copy of a deed poll made under Australian law to execute the POA (the "Deed Poll"). The Applicants also requested that the Committee either (i) confirm that the stay of enforcement of the Award remain in place (as the Deed Poll, and the documents attached to it, satisfy the condition set forth at paragraph 42 of the Stay Decision), or (ii) temporarily extend the stay until its decision on the Applicants' request for a ruling on compliance with paragraph 42 of the Stay Decision.

23. On July 27, 2017, the Committee invited the Respondent's comments on the Applicants' correspondence by August 2, 2017 and decided that the stay of the enforcement would remain in effect until the Committee reached a final determination on the matter.
24. By a letter of July 27, 2017, the Respondent responded to the Applicants' email of July 25, 2017, and submitted Exhibit R-ANN-283.
25. By emails of July 28 and 31, 2017, the Parties indicated their availabilities for a hearing on the dates proposed by the Committee.
26. By letter of July 31, 2017, the Committee proposed to the Parties additional dates for the hearing on annulment.
27. On August 2, 2017, the Respondent submitted its observations on the Applicants' correspondence of July 27, 2017, together with exhibits R-ANN-284 to R-ANN-289, R-80, R-86, R-226, and C-257.
28. On August 3, 2017, the Committee decided that, for the purpose of the Stay Decision, the Applicants had complied with the condition set forth therein. The Committee also confirmed that the stay on enforcement of the Award would continue pending decision on the Annulment Application.
29. On August 3 and 4, 2017, the Parties confirmed their availabilities on the additional hearing dates proposed by the Committee.
30. On August 10, 2017, the Committee confirmed that the hearing on annulment would take place on July 16 and 17, 2018.
31. On October 20, 2017, the Respondent filed its counter-memorial on annulment along with annex A, exhibits R-ANN-290 through R-ANN-311, legal authorities RLA-ANN-277 through RLA-ANN-309 and selected exhibits and legal authorities from the arbitration proceeding.
32. By emails of December 22, 2017, the Parties agreed upon a revised procedural calendar, which was approved by the Committee on December 28, 2017.
33. On February 15, 2018, the Applicants filed their reply on annulment along with exhibit A-48, annex A to Procedural Order No. 16 from the arbitration proceeding, and legal authorities ALA-30 and ALA-31.
34. On April 10, 2018, the Respondent filed its rejoinder on annulment along with exhibits R-ANN-312 through R-ANN-329 and legal authorities RLA-ANN-307, RLA-ANN-310 through RLA-ANN-338.
35. On April 13, 2018, the Respondent filed an application to terminate the stay of enforcement of the Award and request for security for costs (the "Termination Application and Security Request") together with the expert report of Prof. Ida Nurlinda, exhibits R-ANN-330 through R-ANN-353, legal authorities RLA-ANN-339 through RLA-ANN-376, and selected exhibits from the arbitration proceeding.

36. On April 23, 2018, the Applicants filed observations on the Termination Application and Security Request (the “Observations on the Termination Application and Security Request”) together with exhibits A-49 through A-52 and legal authorities ALA-32 through ALA-35.
37. On May 7, 2018, the Respondent filed a reply on the Termination Application and Security Request (the “Reply on the Termination Application and Security Request”) together with exhibits R-ANN-354 and R-ANN-355, and legal authorities RLA-ANN-377 through RLA-ANN-385.
38. By emails of May 24, 2018, the Parties advised the Committee of the agreements they were able to reach on the schedule of the hearing and its organization.
39. On June 11, 2018, the President of the Committee held a pre-hearing organizational meeting with the Parties by telephone conference.
40. On June 19, 2018, the Committee issued Procedural Order No. 2 on the organization of the hearing.
41. The hearing on annulment (the “Hearing”) was held at the Maxwell Chambers, in Singapore, on July 16 and 17, 2018. The following persons were present at the Hearing:

Members of the *ad hoc* Committee:

Judge Dominique Hascher, President of the Committee  
Prof. Karl-Heinz Böckstiegel, Member  
Ms. Jean Kalicki, Member

ICSID Secretariat:

Ms. Laura Bergamini, Secretary of the Committee

For the Applicants:

Mr. Audley Sheppard QC, Clifford Chance  
Dr. Sam Luttrell, Clifford Chance  
Dr. Romesh Weeramantry, Clifford Chance  
Ms. Clementine Packer, Clifford Chance  
Mr. David Quinlivan, Churchill Mining Plc  
Mr. Nikita Rossinsky, Churchill Mining Plc  
Mr. Nicholas Smith, Churchill Mining Plc

For the Respondent:

Ms. Claudia Frutos-Peterson, Curtis, Mallet-Prevost, Colt & Mosle LLP  
Mr. Mark H. O’Donoghue, Curtis, Mallet-Prevost, Colt & Mosle LLP  
Mr. Marat Umerov, Curtis, Mallet-Prevost, Colt & Mosle LLP  
Mr. Soenardi Pardi, Hendra Soenardi  
Mr. Victor Ricardo, Hendra Soenardi  
Mr. Yasonna H. Laoly, Minister of Law and Human Rights of the Republic of Indonesia  
Mr. Irwanto, ADC of the Minister of Law and Human Rights of the Republic of Indonesia  
Mr. Ian P. Siagian, Special Envoy of the Minister of Law and Human Rights of the Republic of Indonesia  
Mr. Cahyo R. Muzhar, Ministry of Law and Human Rights of the Republic of Indonesia  
Ms. Agvirta Armilia Sativa, Ministry of Law and Human Rights of the Republic of Indonesia  
Ms. Dinda Kartika, Ministry of Law and Human Rights of the Republic of Indonesia  
Mr. Evren Gilbert, Ministry of Law and Human Rights of the Republic of Indonesia  
Ms. Margaretha Pakpahan, Ministry of Law and Human Rights of the Republic of Indonesia

Ms. Rani Yulianti, Ministry of Law and Human Rights of the Republic of Indonesia  
Ms. Dora Hanura, Ministry of Law and Human Rights of the Republic of Indonesia  
Mrs. Adhyanti S. Wirajuda, Embassy of the Republic of Indonesia in Singapore  
Mr. Tjoki Siregar, Embassy of the Republic of Indonesia in Singapore

Expert:

Prof. Ida Nurlinda, Faculty of Law, University of Padjadjaran

Court Reporters:

Ms. Katherine Anne O'Brien, EPIQ

Ms. Sue-Ann Chin, EPIQ

42. At the Hearing, the Parties presented oral pleadings on the Annulment Application, the Termination Application and Security Request. The Hearing was recorded and a verbatim transcript was made and circulated to the Parties.
43. The Committee met to deliberate in Singapore on July 18, 2018 and continued its deliberations thereafter by various means of communication.
44. On August 10, 2018, the Respondent, also on behalf of the Applicants, submitted joint corrections to the transcript of the Hearing.
45. On August 31, 2018, the Applicants and the Respondent filed their respective statements on costs.
46. On September 11, 2018, a finalized version of the transcript of the Hearing was transmitted to the Parties and the Committee.
47. This decision sets out the Committee's determination on the Respondent's Termination Application and Security Request.

## **II. THE POSITIONS OF THE PARTIES**

### **A. Summary of the Respondent's Position**

48. The Respondent requests that the Committee order the termination of the stay of enforcement of the Award and that the Applicants post a security for costs in the amount of USD 2 million to an escrow account within 14 days from the Committee's order.<sup>1</sup> The Respondent also seeks the reimbursement for all costs and expenses relating to the Termination Application and Security Request plus interest at a commercially reasonable rate.<sup>2</sup>

*(i) The Application to Terminate the Stay of Enforcement of the Award*

49. The Respondent submits that the Applicants have no title to the Port Land. The Respondent bases itself on the expert report of Prof. Nurlinda. According to Law No. 5 of 1960 regarding Basic Agrarian Law, which regulates all matters pertaining to land situated in Indonesia, PT Techno Coal

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<sup>1</sup> Termination Application and Security Request ¶ 46(b); see also ¶¶ 37-45 and Reply on the Termination Application and Security Request ¶¶ 18-21.

<sup>2</sup> Termination Application and Security Request ¶ 46.

Ultama Prima (“PT TCUP”)<sup>3</sup> cannot own land since only physical persons who are Indonesian citizens can have rights of ownership.<sup>4</sup> The only rights which a legal person, such as a company, may have are a right to build or a right to use the land (the “Rights”), which are more akin to leasehold title than freehold title to land.<sup>5</sup> However, PT TCUP never acquired any form of land title to the Port Land because it never applied for, much less obtained, the requisite location permit from the Indonesian Land Office.<sup>6</sup> The documents provided by the Applicants on July 24-26, 2017 show that PT TCUP had no Rights over them. Specifically, the documents show that PT TCUP paid villagers, who had no rights of ownership, for relinquishing their rights to cultivate land parcels of the Port Land, which are otherwise State land.<sup>7</sup>

50. PT TCUP having no title over the Port Land, it cannot pledge anything to the Respondent.<sup>8</sup> Law No. 4 of 1996 regarding Encumbrance Right Over Land and Land-Related Objects governs the creation of security rights over immovable property in Indonesia.<sup>9</sup> The Deed Poll made under Australian law by the Applicants as a unilateral pledge of the Port Land could not at any rate establish a security *in rem* or create a privilege available to a holder of a security right under Indonesian law.<sup>10</sup> The Applicants have thus not proceeded in good faith in using their “best efforts” as mentioned in the Committee’s letter of August 3, 2017 to pledge the Port Land in accordance with Indonesian law.<sup>11</sup>
51. The Respondent further alleges that the Applicants breached their obligation under the Deed Poll not to do anything that might hinder its performance by failing to register the Deed Poll in the Companies House in England as a charge against Churchill (which is registered in London), and by granting on November 22, 2017 a charge over all Churchill’s assets to Pala Investments Limited (“Pala”), its largest shareholder, giving the latter priority over any rights granted to the Respondent under the Deed Poll and the Award.<sup>12</sup> From an English law perspective, the Respondent argues that it is an unsecured creditor, which now ranks behind Pala.<sup>13</sup> The Applicants acted in bad faith by prioritizing their third-party litigation funder over the Respondent and leaving the Respondent with nothing to secure the amount of the Award.<sup>14</sup>
52. The Respondent alleges that the Applicants do not have at present the funds to pay the Award and are unlikely to raise the money to pay the debt.<sup>15</sup> The principal mechanism used by Churchill to raise funds through loan notes issued to Pala was only designed to thwart the Respondent’s access to the money owed to it under the Award.<sup>16</sup>

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<sup>3</sup> A subsidiary of PT Indonesian Coal Development (“PT ICD”), an Indonesian company acquired by Churchill from Ridlatama.

<sup>4</sup> Termination Application and Security Request ¶ 24.

<sup>5</sup> Termination Application and Security Request ¶¶ 13 and 25.

<sup>6</sup> Termination Application and Security Request ¶¶ 4, 25 and 26; Reply on the Termination Application and Security Request ¶ 9.

<sup>7</sup> Termination Application and Security Request ¶¶ 21 and 27; Reply on the Termination Application and Security Request ¶ 7.

<sup>8</sup> Termination Application and Security Request ¶¶ 6, 22 and 28.

<sup>9</sup> Termination Application and Security Request ¶ 28.

<sup>10</sup> Termination Application and Security Request ¶¶ 5 and 29.

<sup>11</sup> Termination Application and Security Request ¶ 22.

<sup>12</sup> Termination Application and Security Request ¶ 30.

<sup>13</sup> Termination Application and Security Request ¶ 32.

<sup>14</sup> Reply on the Termination Application and Security Request ¶ 14.

<sup>15</sup> Termination Application and Security Request ¶ 33.

<sup>16</sup> Termination Application and Security Request ¶ 34.



(ii) *The Request for Security for Costs*

53. The Respondent asks that the posting and maintenance of the security be a condition to the continuation of the annulment proceeding in order to secure the payment of a possible decision ordering the Applicants to pay the Respondent for the legal fees and costs incurred in the annulment proceeding.<sup>17</sup>
54. In the Respondent's view, *ad hoc* committees have the inherent power to issue orders to protect the integrity of annulment proceedings, including by ordering the posting of a security for costs. The Respondent states that a security for costs is warranted in the present circumstances because the Applicants are insolvent, which gives rise to a serious risk that they will not pay any costs award issued in the annulment proceeding.<sup>18</sup> Furthermore, the posting of a security would not impede the Applicants' ability to pursue this proceeding because they can raise funds through their wealthy shareholders (who are said to be behaving like third party funders, taking a gamble on the present proceeding with the freedom to withdraw whenever they please).<sup>19</sup>

**B. Summary of the Applicants' Position**

55. The Applicants argue that the Respondent's application to terminate the stay of enforcement of the Award and the request for security of costs are devoid of merit and the Committee should dismiss them.<sup>20</sup> The Applicants reserve their right to claim the costs of preparing their Observations on the Termination Application and Security Request.<sup>21</sup>

(i) *The Application to Terminate the Stay of Enforcement of the Award*

56. The Applicants argue that the Termination Application is only an attempt to relitigate the Stay Decision and the Committee's subsequent ruling of August 3, 2017, although nothing has changed.<sup>22</sup> Specifically, the Applicants argue that the Respondent's position has not changed since it has unsuccessfully opposed the Applicants' request for a stay,<sup>23</sup> and that the Indonesian law issues raised in the Termination Application were already examined and rejected by the Committee in its previous rulings.<sup>24</sup>
57. Furthermore, the Applicants deny that they have misrepresented their interest in the Port Land and state that the agreements entered into by PT TCUP in respect of the Port Land confirm that PT TCUP owns the land.<sup>25</sup>
58. Finally, the Applicants deny that Churchill granted a charge over its assets to Pala giving it priority over the Respondent and argue that the security offered to the Respondent in the Deed Poll is senior to the security given to Pala.<sup>26</sup>

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<sup>17</sup> Termination Application and Security Request ¶ 46(b).

<sup>18</sup> Termination Application and Security Request ¶ 41.

<sup>19</sup> Termination Application and Security Request ¶ 42.

<sup>20</sup> Observations on the Termination Application and Security Request ¶¶ 6 and 17.

<sup>21</sup> Observations on the Termination Application and Security Request ¶ 25.

<sup>22</sup> Observations on the Termination Application and Security Request ¶ 2.

<sup>23</sup> Observations on the Termination Application and Security Request ¶ 6.

<sup>24</sup> Observations on the Termination Application and Security Request ¶¶ 3, and 7 to 9.

<sup>25</sup> Observations on the Termination Application and Security Request ¶ 10.

<sup>26</sup> Observations on the Termination Application and Security Request ¶¶ 11-16.

(ii) *The Request for Security for Costs*

59. The Applicants argue that the late timing of the Respondent’s request for security for costs betrays its strategic rationale of attempting to drain the Applicants of resources before the Hearing.<sup>27</sup>
60. Relying on *Commerce Group v. El Salvador* and *Sergei Viktorovich Pugachev v. Russian Federation*, the Applicants argue that *ad hoc* committees can grant security for costs only in “extreme and exceptional circumstances” when abuse of process or bad faith is involved.<sup>28</sup> In the present case, there are no exceptional circumstances justifying a security for costs as the Applicants have neither acted in bad faith, nor has there been a change in circumstances since the commencement of the annulment proceeding. In particular, the Applicants note that their finances have not deteriorated during the annulment proceeding and the Deed Poll remains enforceable in accordance with its terms.<sup>29</sup>
61. The Applicants contend that it is a well-established principle in ICSID caselaw that, in order for a security to be granted, the requesting party must demonstrate that the security is both necessary and urgent.<sup>30</sup> According to the Applicants, the Respondent’s request fails to meet both tests as it is not urgent (as demonstrated by the fact that the Respondent filed it at a late stage of the proceeding), nor is it necessary.<sup>31</sup> In any case, the Respondent’s request for security is inadmissible as it pertains to a hypothetical right and the Committee could not decide on it without prejudging the case.<sup>32</sup>
62. Finally, in the Applicants’ view, due to their financial inability to post the requested security, an order granting the security would stifle their rights under the Convention and their access to justice, bringing an end to this proceeding.<sup>33</sup>

### III. THE COMMITTEE’S ANALYSIS

#### A. The Application to Terminate the Stay of Enforcement of the Award

63. Article 52(5) of the Convention stipulates that the “Committee may, if it considers that the circumstances so require, stay enforcement of the award pending its decision.”
64. Pursuant to Arbitration Rule 54(3), “if a stay of enforcement has been granted pursuant to paragraph (1) or continued pursuant to paragraph (2), the Tribunal or the Committee may at any time modify or terminate the stay at the request of either party. All stays automatically terminate on the date on which a final decision is rendered on the application [...]”
65. Arbitration Rule 54(4) provides that a request pursuant to Arbitration Rule 54(3) “shall specify the circumstances that require the ... modification or the termination” of the stay, and that a “request shall only be granted after the Tribunal or Committee has given each party an opportunity of presenting its observations.”

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<sup>27</sup> Observations on the Termination Application and Security Request ¶¶ 5 and 18.

<sup>28</sup> Observations on the Termination Application and Security Request ¶¶ 19 to 21.

<sup>29</sup> Observations on the Termination Application and Security Request ¶ 21.

<sup>30</sup> Observations on the Termination Application and Security Request ¶ 22.

<sup>31</sup> Observations on the Termination Application and Security Request ¶ 22.

<sup>32</sup> Observations on the Termination Application and Security Request ¶ 22.

<sup>33</sup> Observations on the Termination Application and Security Request ¶ 23.

66. The Application was deferred until April 13, 2018 and was not accompanied by any protestation of urgency. In light of the decision on the Application for Annulment that will be issued on the same date as the present Decision, the Respondent's application to terminate the stay of enforcement of the Award is moot.

**B. The Request for Security for Costs**

67. Article 44 of the Convention provides that:

[a]ny arbitration proceeding shall be conducted in accordance with the provisions of this Section and, except as the parties otherwise agree, in accordance with the Arbitration Rules in effect on the date on which the parties consented to arbitration. If any question of procedure arises which is not covered by this Section or the Arbitration Rules or any rules agreed by the parties, the Tribunal shall decide the question.

68. Article 47 of the Convention states that:

Except as the parties otherwise agree, the Tribunal may, if it considers that the circumstances so require, recommend any provisional measures which should be taken to preserve the respective rights of either party.

69. Pursuant to Article 52(4) of the Convention, the "provisions of Articles 41-45, 48, 49, 53 and 54, and of Chapters VI and VII shall apply *mutatis mutandis* to proceedings before the Committee."

70. As noted above, the stated grounds for the Respondent's request for security for costs is to ensure its ability to recover any legal fees or costs that the Committee might order the Applicants to reimburse, as part of its Decision on the Application for Annulment. As the Committee however has decided not to award reimbursement of party costs, the Respondent's request for security for costs is now moot.

**IV. DECISION**

71. In light of the above, the Committee decides that the Respondent's application to terminate the stay of enforcement of the Award and request for security for costs are moot.

72. The decision on the costs relating to the Respondent's application to terminate the stay of enforcement of the Award and request for security for costs are reserved for the Decision on the Application for Annulment.

[Signed]

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Karl-Heinz Böckstiegel  
Member

Date: March 5, 2019

[Signed]

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Jean Kalicki  
Member

Date: March 6, 2019

[Signed]

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Dominique Hascher  
President of the *ad hoc* Committee

Date: March 11, 2019