



NEUTRAL CITATION NUMBER: [2026] CIGC (FSD) 50

IN THE GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

FSD 159 OF 2026 (MRHCJ)

IN THE MATTER OF THE ARBITRATION ACT 2012

AND IN THE MATTER OF THE FOREIGN ARBITRAL AWARDS ENFORCEMENT ACT (1997 REVISION)

AND IN THE MATTER OF AN ARBITRATION BETWEEN (1) BRIZENICA D.O.O. and (2) PROCRO ACQUISITIONS LIMITED (CLAIMANTS) AND (1) FOUR SEASONS HOTELS LIMITED (2) FS ZAGREB B.V. and (3) FOUR SEASONS HOTEL AND RESORTS B.V. (RESPONDENTS)

BETWEEN:

**(1) FOUR SEASONS HOTELS LIMITED
(2) FS ZAGREB B.V.
(3) FOUR SEASONS HOTELS AND RESORTS B.V.**

Plaintiffs

AND

PROCRO ACQUISITIONS LIMITED

Defendants

ON THE PAPERS

Application by: Conyers Dill & Pearman LLP, Attorneys for the Plaintiffs

Date of Decision: 19 June 2026

Reasons for Decision: 26 June 2026

Arbitration - Enforcement of Foreign Arbitral Awards - Foreign Arbitral-Awards Enforcement Act (1997 Revision), ss.5 - 7 - Ex parte application for Leave to enforce Convention award

REASONS FOR DECISION

1. This is an *ex parte* application by the Plaintiffs pursuant to section 5 of the **Foreign Arbitral Awards Enforcement Act (1997 Revision)** ("FAAEA") and GCR Order 73 for leave to enforce a final arbitral award dated 1 May 2025, as amended by an addendum dated 29 August 2025 (together, the "Final Award").

2. The Final Award was made in an arbitration administered by the International Chamber of Commerce seated in London. The evidence establishes that the arbitration proceeded pursuant to a written arbitration agreement, as recorded in the Terms of Reference, which the parties agreed constituted an agreement in writing for the purposes of the New York Convention. The Defendant was a party to the arbitration, having itself commenced the proceedings and thereafter participated fully, including by serving pleadings, adducing evidence and attending the merits hearing. The Tribunal dismissed the claims advanced by the Defendant and its co claimant and made an award in favour of the Plaintiffs, including orders for the payment of costs, disbursements and reimbursement of arbitration costs, together with interest.
3. The evidence further establishes that the Final Award is final and binding and has not been satisfied. No application has been made to set aside or suspend the Award in the courts of the seat within the applicable time limit, and no such application is pending.
4. I am satisfied that the Plaintiffs have complied with the procedural requirements of section 6 of the FAAEA and GCR Order 73, including the production of duly authenticated or certified copies of the Award and the arbitration agreement. The application was properly brought without notice in accordance with GCR Order 73. The Plaintiffs and that they have complied with their duty of full and frank disclosure.
5. The statutory scheme reflects a strong pro-enforcement policy consistent with the New York Convention. A Convention award is to be recognised and enforced unless one of the limited grounds for refusal under section 7 is established. Those grounds are exhaustive and do not permit a review of the merits of the Tribunal's decision.
6. Nothing in the evidence suggests any basis upon which enforcement could be resisted within the meaning of section 7 of the FAAEA. The Defendant had proper notice of and participated in the arbitration, the Award falls within the scope of the submission to arbitration, and there is no suggestion that it has been set aside, suspended, or is otherwise not binding.
7. In those circumstances, I am satisfied that the statutory requirements for enforcement are met and that it is appropriate to grant leave to enforce the Final Award in the terms of the Order, without prejudice to the Defendants' right to apply to set aside the Order in accordance with GCR Order 73.

DATED THE 26TH JUNE 2026



**THE HON. JUSTICE MARGARET RAMSAY-HALE
CHIEF JUSTICE OF THE GRAND COURT**