NEUTRAL CITATION NUMBER: [2026] CIGC (FSD) 60

D COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

CAUSE NO: FSD 0109 OF 2026 (MRHCJ)

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

AND IN THE MATTER OF AN APPLICATION FOR THE ENFORCEMENT OF AN ARBITRAL AWARD DATED 13 MAY 2025 AND A DECISION ON THE INTERPRETATION OF AN ARBITRAL AWARD DATED 11 JULY 2025 IN INTERNATIONAL ARBITRATION CENTRE CASE NO. 192 OF 2023

BETWEEN:

(1) TETHYS PETROLEUM LIMITED
(a company incorporated in the Cayman Islands)

(2) TETHYS ARAL GAS LLP
(a limited partnership established in the Republic of Kazakhstan)

Plaintiffs

AND

(1) DSFK SPECIAL FINANCE COMPANY LLP
(a limited partnership established in the Republic of Kazakhstan)

(2) OLISOL PETROLEUM LIMITED
(a company incorporated in Hong Kong)

Defendants

On the Papers

Before:	**The Hon Justice Margaret Ramsay-Hale, Chief Justice**
Plaintiffs represented by:	**Maples and Calder**
Date of Decision:	**1 April 2026**
Reasons for Decision:	**21 July 2026**

REASONS FOR DECISION

Arbitration - Enforcement of foreign arbitral award - New York Convention - ex parte application for leave to enforce arbitral award - Principles applicable under the Foreign

Arbitral Awards Enforcement Act - leave to serve out - leave to serve by alternative means - GCR Order 73 rule 31

Introduction

1. By *ex parte* originating summons dated 25 March 2026, the Plaintiffs applied for leave, pursuant to section 5 of the **Foreign Arbitral Awards Enforcement Act** (1997 Revision) ("FAAEA"), to enforce in the Cayman Islands a foreign arbitral award and a decision on interpretation (together, "the Award"). They also seek directions for service of the enforcement order outside the jurisdiction by alternative means pursuant to GCR Order 73, rule 31(6).

2. The First Plaintiff, Tethys Petroleum Limited, is a company incorporated in the Cayman Islands. It is publicly traded and its shares are listed on the TSX Venture Exchange. The Second Plaintiff, Tethys Aral Gas LLP, is a limited partnership established in the Republic of Kazakhstan and an operating subsidiary within the Tethys group.

3. The First Defendant, DSFK Special Finance Company LLP, is a limited partnership established in the Republic of Kazakhstan. The Second Defendant, Olisol Petroleum Limited, is a company incorporated in Hong Kong.

4. The application is supported principally by the affidavit of Mr William Paul Wells, to which certified copies of the arbitration agreement and the Award are exhibited, and the affidavit of Ms Anastasia Markaroff which is directed principally to the issue of service. I granted the application and now set out my reasons for so doing.

Statutory framework

5. The FAAEA gives effect in the Cayman Islands to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Section 5 empowers the Court to grant leave to enforce a Convention award, which, once leave is granted, may be enforced in the same manner as a judgment or order of the Court. Sections 7(2) and 7(3) prescribe an exhaustive list of grounds on which enforcement may be refused.

6. The procedure is provided by GCR Order 73, rule 31 which provides that the application may be dealt with *ex parte* in the first instance and served on the defendant who may apply to set it aside.

7. At the leave stage the Court does not review the merits of the Award. As Kawaley J explained in *In The Matter Of An Application For The Enforcement Of A Swiss Chambers' Arbitration Institute Arbitration Award,* (Unrep., FSD 387 of 2023 (IKJ) 8 March 2024) enforcement of a Convention award is not discretionary in the broad

sense. Once the statutory prerequisites are met, enforcement is mandatory unless the respondent establishes one of the limited refusal grounds set out in the Act.

8. The Applicant is bound by common law requirements of every *ex parte* application to present the application fairly and make full and frank disclosure.

The Evidence

9. On 24 December 2019, the Plaintiffs and the Defendants entered into a Settlement Deed and Release to resolve litigation and disputes in multiple jurisdictions. Clause 17.2 of that Deed contains a written arbitration agreement providing for final and binding arbitration under the IAC Arbitration and Mediation Rules, seated in the Astana International Financial Centre ("AIFC"), Republic of Kazakhstan.

10. Pursuant to the Settlement Deed, the First Plaintiff agreed to issue 18,000,000 ordinary shares to the Second Defendant. In return, the Defendants undertook a series of payment, security, and performance obligations. The evidence establishes that, notwithstanding the issuance of the shares in May 2020, the Defendants failed to perform their obligations under the Settlement Deed.

11. The Plaintiffs commenced arbitration by a Request for Arbitration dated 10 November 2023. A sole arbitrator, Dr Galina Zukova, was appointed.

12. The Defendants did not participate in the arbitration. However, the evidence demonstrates that they were notified of the proceedings by email in accordance with the applicable arbitration rules, that delivery (and in some instances read) receipts were obtained, and that the email addresses used were addresses previously used by the Defendants in their dealings.

13. The arbitration hearing took place virtually on 22 April 2025. The Plaintiffs were represented and made submissions. The arbitrator issued a Final Award dated 13 May 2025, finding in favour of the Plaintiffs. The arbitrator granted relief including: (i) a declaration that the Settlement Deed was no longer binding as a result of repudiation by the Defendants; (ii) an order that the First Defendant pay KZT 1,434,692,762 to the Plaintiffs; (iii) relief directed to cancellation of the 18,000,000 shares issued to the Second Defendant; and (iv) costs in EUR and KZT.

14. Following a request for clarification, the arbitrator issued a Decision on Interpretation dated 11 July 2025, expressly authorising the First Plaintiff to cancel the shares and to direct its transfer agent accordingly.

15. The Award is expressed to be final and binding.

Finality and challenges to the Award

16. The evidence of Mr Wells sets out in careful detail the subsequent procedural history. The Plaintiffs applied to the AIFC Court for recognition and enforcement of the Final Award. On 12 June 2025, the AIFC Court ordered recognition and enforcement.

17. The First Defendant, and separately certain non-party signatories to the Settlement Deed, attempted to challenge the Award and/or its recognition in the AIFC Court. Those challenges were dismissed by Lord Faulks KC by judgment dated 17 November 2025.

18. The AIFC Court held, among other matters, that:
(i) only parties to the arbitration had standing to seek to set aside the award;
(ii) non-participation was a deliberate choice; and
(iii) no cogent public policy basis had been established for refusing enforcement.

19. No appeal was brought against that decision. The evidence establishes that the time limits for further challenge have expired and that the Defendants have exhausted their rights to seek to set aside the Award in the supervisory court.

20. Mr. Wells' evidence is that the Defendants have failed to comply with the Award in any respect. No payments have been made, and the cancellation direction has not been given effect. Rather, following issuance of the shares, and particularly after the commencement of arbitration and after the Final Award, the Second Defendant mingled the issued shares with its existing shareholding and purported to transfer almost all of those shares largely to related parties. Mr Wells' affidavit sets out, in granular detail, the sequence of those transfers, the identities of the transferees, and the Plaintiffs' contention that these transactions were designed to frustrate enforcement of the Award. I do not determine those disputes.

Full and Frank Disclosure

21. I was satisfied that the Plaintiffs had complied with their duty of full and frank disclosure having drawn to the Court's attention (i) all known challenges to the Award; (ii) the existence and outcome of the AIFC proceedings; (iii) the potential arguments that might be raised under section 7 of the FAAEA, including possible public policy contentions relating to third-party shareholdings; and (iv) the fact that third parties dispute the Plaintiffs' entitlement to cancel the shares.

Decision

22. The Award sought to be enforced comprises a final arbitral award dated 13 May 2025 and a decision on interpretation dated 11 July 2025, issued by a sole arbitrator under the IAC Arbitration and Mediation Rules, seated in the Astana International Financial Centre in the Republic of Kazakhstan.

23. I was satisfied, on the affidavit evidence, that the Award is a "Convention award" within the meaning of section 2 of the FAAEA. It was made pursuant to an arbitration agreement in writing, and it was made in the territory of a State other than the Cayman Islands which is a party to the New York Convention. No issue arises as to the finality or binding nature of the Award. The evidential requirements prescribed by section 6 of the FAAEA have been satisfied.

24. There was nothing on the face of the Award that engages the narrow public-policy exception under Cayman Islands law. The relief granted is orthodox arbitral relief arising from a commercial dispute.

25. The possibility that third parties may assert rights in respect of shares said to have been transferred does not, of itself, render enforcement contrary to public policy. Such matters can be addressed, if necessary, in separate proceedings.

Alternative Service

26. The Plaintiffs also sought permission to effect service of the enforcement order by alternative means pursuant to Order 73, rule 31(6) of the Grand Court Rules.

27. The evidence of Ms Markaroff demonstrates that service through Hague Convention channels in Kazakhstan and Hong Kong is slow, uncertain, and subject to significant delay, with prior service attempts taking many months and, in one case, still pending. There was also evidence of real urgency, including ongoing attempts to transfer shares and the existence of a temporary trading hold which will expire imminently.

28. I was satisfied that there was good reason to order alternative service and that the proposed methods of service by email on counsel who have acted for the Defendants in related proceedings, and by registered post to confirmed registered addresses will bring the order to the Defendants' attention.

Conclusion

29. For these reasons, I granted leave pursuant to section 5 of the FAAEA to enforce the Final Award dated 13 May 2025 and the Interpretation Decision dated 11 July 2025 as

a judgment of this Court and made an Order in terms of the Draft Order presented by the Plaintiffs.

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

FSD2026-0109 2026-07-21