VERSAILLES

COURT OF APPEAL

NAC code: 59A

Third court RULING No. 74

AFTER HEARING BOTH PARTIES, MARCH 22 2013 R.G. No. 11/05331 CASE:

Association FRANCE-PALESTINE SOLIDARITE “AFPS”

vs

SOCIETE ALSTOM TRANSPORT SA

Ruling referred to the court: ruling of May 30, 2011 by NANTERRE Tribunal de Grande Instance Court no.: 6 RG no.: 10/02629

Certificates of execution

Certificates

Copies

issued on 22 March 2013 at

Maître Emmanuel Jullien, *Maître* Fabrice Hongre-Boyeldieu, *Maître* Anne-Laure Dumeau

Excerpt from the Minutes of the Registry of the Versailles Court of Appeal

REPUBLIC OF FRANCE

IN THE NAME OF THE FRENCH PEOPLE

ON MARCH TWENTY-SECOND TWO THOUSAND AND THIRTEEN

The VERSAILLES court of appeal handed down the following ruling in the case between:

1/ Association FRANCE-PALESTINE SOLIDARITE “AFPS”

21 ter rue Voltaire 75011 PARIS

Represented by its President, Mr Jean-Claude Lefort, whose address for service for this matter is at said head office

2/ The PALESTINE LIBERATION ORGANISATION (“PLO”) represented by Mr Mahmoud Abbas, President of the Executive Committee, himself represented by Mr Hael Al Fahoum, Head of the Palestinian Mission to France and of the PLO, whose address for service is the head office of the Palestine General Delegation in France, 14 rue du Commandant Léandri 75015 PARIS

Representative: Maître Emmanuel Jullien of AARPI INTER-BARREAUX JRF AVOCATS, instructing solicitor (barrister at the court of VERSAILLES, file no. 20110806)

Representative: Maître Alain Levy, solicitor for the plaintiff and Maître Claude-Éric Stutz, solicitor for the plaintiff (barristers at the court of PARIS)

APPELLANTS

1/ ALSTOM TRANSPORT SA

3 avenue André Malraux 92300 LEVALLOIS PERRET

in the person of its legal representatives whose address for service in this capacity is said head office

2/ ALSTOM SA

3 Avenue André Malraux 92300 LEVALLOIS PERRET

in the person of its legal representatives whose address for service in this capacity is said head office

Representative: Maître Fabrice Hongre-Boyeldieu, ASS AARPI AVOCALYS, instructing solicitor (barrister at the court of VERSAILLES, file no. 310523)

Representative: Maître Magali Thorne, solicitor for the plaintiff and Maître Pierre Mayer, solicitor for the plaintiff (barristers at the court of PARIS)

DEFENDANTS – CROSS-APPELLANTS

3/ SA VEOLIA TRANSPORT

163/169, Avenue Georges Clémenceau 92000 NANTERRE

in the person of its legal representatives whose address for service in this capacity is said head office

Representative: Maître Anne-Laure Dumeau, instructing solicitor (barrister at the court of VERSAILLES, file no. 0027567)

Representative: Maître Flore Poloni, solicitor for the plaintiff and Maître Carine Dupeyron, solicitor for the plaintiff (barristers at the court of PARIS)

DEFENDANT – CROSS-APPELLANT

Formation of the court:

The case was heard at the public hearing of November 22, 2012, before presiding magistrate Mrs Marie-José Valantin, her report having been read, before the court, consisting of:

Mrs Marie-José Valantin, Presiding Magistrate,

Mrs Annick De Martel, Judge,

Mrs Marie-Bénédicte Maizy, Judge,

who discussed the matter

Clerk of the court for this hearing: Mrs Lise Besson

Ruling dated March 21, 2013 held over to March 22, 2013, the instructing solicitors having been notified of same on March 21, 2013

Association France Palestine Solidarité (hereinafter "AFPS") and the Palestine Liberation Organisation (hereinafter "PLO") have appealed a ruling handed down on May 30, 2011 by the Nanterre Tribunal de Grande Instance in a dispute between them and Alstom SA, Alstom Transport and Veolia Transport.

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On December 15, 1999, the State of Israel issued an international call for tender for the construction and operation of a public transport service in the city of Jerusalem.

With a view to responding to this call for tender, companies under Israeli law (with Polar and Ashtrom representing 75% between them) and two companies under French law (Alstom Transport representing 20% and Cgea Connex, subsequently Veolia, 5%) formed a company under Israeli law: CityPass Limited, formed on June 15, 2000. This company was selected by the tender committee, and a public service concession contract was signed for 30-year period between this company and the State of Israel on September 22, 2004 in order to finance, design, construct, operate and maintain a light rail system ("tramway") in Jerusalem.

On February 24 2005, Alstom Transport SA, Polar Investments Ltd, Connex SA, Ashtrom Group Ltd, Harel Insurance Company Ltd and CityPass Ltd, in partnership with CityPass, concluded a shareholder agreement in order to clarify their rights and obligations in the performance of the concession contract.

On the same day, CityPass signed an engineering supply and construction contract with Ashtrom Group Limited, Alstom Transport and Citadis. In addition, CityPass signed a contract for the operation and maintenance of the light rail/tramway system with Connex Jerusalem Lrt Ltd, an indirect subsidiary of Veolia.

Works commenced in December 2006. The tramway was commissioned on August 19, 2011.

In a bailiff's writ dated February 22, 2007, Association France Palestine Solidarité (AFPS) summonsed Veolia Transport and Alstom before the Nanterre Tribunal de Grande Instance with a view to obtaining annulment of the concession contract signed by these companies with the State of Israel for the construction of the tramway on grounds of unlawfulness, a prohibition with related penalty payments on pursing the performance thereof, plus compensation. Through submissions lodged with the clerk of the court on October 15, 2007, the Palestine Liberation Organisation (PLO) voluntarily took part in proceedings.

AFPS and the PLO brought proceedings against Alstom Transport SA in a compulsory joinder served by bailiff's writ on November 18, 2008.

These two actions were brought together in an order dated January 5, 2009.

The Nanterre Tribunal de Grande Instance handed down a multi-part ruling in the presence of both parties on April 15, 2009.

- It dismissed the companies' objections, advanced in their defence, of material and territorial incompetence

- declared the PLO's petition constituted by its voluntary intervention of October 15, 2007 to be inadmissible on the grounds that the proxy submitted did not render the PLO competent to act

- deemed that the action brought by AFPS was a wrongful third-party action inasmuch as it was brought on grounds of an improper clause in the contract, but ruled that the Association was admissible in terms of its capacity and interest in bringing proceedings, in line with its purpose, in view of which moral prejudice constituted sufficient grounds

- rejected the petition to compel the presentation of additional exhibits

- referred investigation of the matter to the presiding magistrate's preliminary hearing

- deferred its ruling on all other petitions, including the counter-claims against the PLO.

Alstom and Alstom Transport responded both by disputing (1) and appealing (2) this ruling.

(1) In a ruling dated December 17, 2009, the Versailles Court of Appeal declared the dispute notes admissible and upheld the ruling of April 15, 2009 inasmuch as the Nanterre Tribunal de Grande Instance had deemed itself competent to rule in the current dispute. Alstom and Alstom Transport appealed to the Cour de Cassation regarding this ruling. In a ruling dated February 11, 2011, the Second Civil Court of the Cour de Cassation ruled this appeal inadmissible.

(2) In an order dated February 4, 2010, the procedural judge at the Versailles Court of Appeal declared the immediate appeal brought by Alstom and Alstom Transport against the ruling of April 15, 2009 inadmissible.

The substance of the case continued to be examined by the Nanterre Tribunal de Grande Instance; the PLO again intervened in proceedings through submissions dated March 1, 2010.

On March 10, 2010, AFPS lodged a petition before the Paris Administrative Tribunal, claiming liability on the part of the French State due to its support for the two French firms taking part in the construction and operation of the Jerusalem tramway. In a ruling dated October 28, 2011, the Paris Administrative Tribunal rejected the AFPS petition; the latter appealed to the Cour de Cassation. The matter was heard in a public hearing on September 12, 2012 before the 2nd and 7th sub-sections of the Council of State sitting jointly. In a ruling handed down on October 3, 2012, they rejected the Cassation appeal by Association France Palestine Solidarité.

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In a ruling handed down on May 30, 2011, the Nanterre Tribunal de Grande Instance ruled as follows:

- declared the PLO's new voluntary intervention dated March 1, 2010 inadmissible

- declared Alstom, Alstom Transport and Veolia's plea for a dismissal on the grounds that they were not actual, legitimate defendants to be inadmissible

- rejected the petition for Veolia Transport to be exonerated

- rejected the petition to delay a ruling pending the ruling by the Paris Administrative Tribunal

- rejected the principal petitions and counter-claims

- declared there were no grounds for provisional execution, nor for the application of the provisions of Article 700 of the French Code of Civil Procedure

- ordered AFPS and the PLO jointly to pay costs.

The initial magistrates found that the legislation invoked in article 49 (6) and 53 of the Fourth 1949 Geneva Convention, the Regulations of the 1907 Fourth Hague Convention, article 4 of the Hague Convention of 1954 and article 53 of Additional Protocol 1 to the Geneva Conventions of 1949, did not establish direct obligations on private-sector companies; that neither international public order, nor any peremptory norm nor custom could compensate for the lack of direct effect of these conventions; that in any event, even if it were assumed that conclusion by Israel of the disputed concession contract constituted a breach of its international commitments in the light of said conventions, it had not been proven that this breach had deprived this contract of purpose, the latter being subject to Israeli law and not the French Civil Code (more specifically articles 6, 1131 and 1133 thereof); consequently, that the wrongdoing alleged by AFPS was not proven;

That moreover, no wrongdoing on the part of Veolia or Alstom in terms of breach of personal ethical rules had been proven, and that construction of the tramway had not been proven to constitute a breach of human rights or humanitarian law in the broadest sense of the term; that consequently, in the absence of a proven fault, examination of the existence of prejudice and causality was not required.

The magistrates did not find AFPS responsible for any wrongdoing and dismissed calls for compensation payment.

AFPS and the PLO formally appealed the ruling on July 7, 2011. Alstom SA, Alstom Transport and Veolia Transport formed a cross-appeal against the 2011 ruling and extended this cross-appeal to cover the ruling of April 15, 2009. The order closing the pre-trial review was signed on November 8, 2011.

*

In their closing submissions of November 6, 2012, AFPS and the PLO petitioned the court as follows:

- to overturn the ruling of inadmissibility of the PLO and declare the PLO admissible as regards its new voluntary intervention

- to declare inadmissible or groundless the claim of inadmissibility made by the defending companies alleging that AFPS had no legitimate interest in bringing proceedings

- to uphold the ruling:

a) forasmuch as it found Alstom, Alstom Transport and Veolia inadmissible as regards their plea for a dismissal on the grounds that they were not actual, legitimate defendants

b) forasmuch as it rejected the petition to delay a ruling pending the ruling by the Administrative Tribunal

c) forasmuch as it rejected the counter-claims of Alstom, Alstom Transport and Veolia Transport.

- and otherwise overturn the ruling forasmuch as it rejected the principal petitions of AFPS and the PLO and

- in view of the provisions of articles 49 and 53 of the Fourth Geneva Convention of August 12, 1949

- in view of the provisions of articles 23 g and 46 para. 2 of the Regulations of the Fourth Hague Convention of 1907

in view more particularly of articles 4.1 and 4.3 of the Hague Convention of 1954 with regard to the Protection of Cultural Property in the Event of Armed Conflict

- in view of the provisions of articles 6, 1131, 1133 and 1382 of the French Civil Code

- in view of the customary status of the provisions referred to heretofore

- in view of the fact that these provisions are taken into account in the international public order on which French public order is based:

- duly note the unlawful nature of the purpose and, on the overall basis of:

* the concession agreement dated September 22, 2004, of which Alstom, Alstom Transport and Veolia Transport undertook to ensure the performance

* the shareholder agreement signed on February 24, 2005 by Alstom Transport and Veolia Transport

* the operating, engineering, supply and construction contract signed in February 2005 between CityPass and Alstom Transport

- and in view, in any event, of the commitment made by the defending companies in their codes of ethics and their commitment to the Global Compact to abide by international Human Rights law and humanitarian law

- prohibit Alstom, Alstom Transport and Veolia Transport from pursuing performance of said contracts and any subsequent contract, subject to a penalty payment of €100,000 per recorded breach, with the Tribunal retaining powers to enforce this

- order Alstom, Alstom Transport and Veolia Transport to prove, subject to an additional penalty payment of €100,000 per day of delay as of one month after the order (for which the court retains the power to compel payment), that they have terminated all the commitments made by them under the terms of the concession contract signed on September 22, 2004, the shareholder agreement and the engineering, supply and construction contracts signed in February 2005 between CityPass and Alstom Transport

- to order Alstom, Alstom Transport and Veolia Transport jointly and severally to pay AFPS and the PLO the sum of one euro each in damages

- to order Alstom, Alstom Transport and Veolia Transport to pay AFPS and the PLO, jointly and severally, or at least jointly, the sum of €200,000 for the costs of proceedings in the first instance and the sum of €150,000 for the appeal proceedings pursuant to article 700 of the Code of Civil Procedure

- to order Alstom, Alstom Transport and Veolia Transport to pay all costs, jointly and severally or at least jointly, to be paid via AARPI JRF, represented by Maître Jullien, barrister at the court of Versailles, pursuant to the terms of article 699 of the Code of Civil Procedure.

In support of their claims, essentially AFPS and the PLO have argued that the PLO action is admissible but that the cross-appeal of the companies against the ruling handed down on April 15, 2009 is inadmissible and in any case groundless, since AFPS has both an interest and the capacity to engage in proceedings and that the companies could not claim they were not actual, legitimate defendants.

In substance, they have argued that the purpose of the concession contract, shareholder agreement and engineering, supply and construction contract is unlawful inasmuch as these relate to illegal construction by the State of Israel, in breach of international public law as set forth in various international conventions, and that in any event, these companies have failed to uphold their commitments to abide by the international norms in question, enshrined in their code of ethics and their commitment to the Global Compact (2000).

They have argued that the participation of the defendants in these unlawful contracts necessarily engages the latter's liability in tort on the grounds of article 1382 of the French Civil Code and that they have suffered prejudice as a direct result of this misconduct.

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In the most recent submissions lodged with the clerk of the court on November 8, 2012, Alstom SA and Alstom Transport have made the following petitions:

- in view of article 55 of the 1958 Constitution

- in view of article 6 of the European Convention of Human Rights

- in view of articles 31 and 32 of the Code of Civil Procedure

- in view of articles 126, 500, 544 and 480 of the Code of Civil Procedure

- in view of articles 564ff of the Code of Civil Procedure

- in view of articles 6, 1131, 1133 and 1382 of the Civil Code

- in view of articles 1146ff and in particular article 1165 of the Civil Code

- in view of the Fourth Geneva Convention of August 12, 1949 concerning the Protection of Civilian Persons in Time of War

- in view of the Hague Convention of 1907 Regulations concerning the Laws and Customs of War on Land

- in view of the Hague Convention of 1954 concerning the Protection of Cultural Property in the Event of Armed Conflict

- in view of the United Nations San Francisco Charter of 1945

- in view of article 38 & 1 of the Statute of the ICJ

- in view of the ruling of April 15, 2009 handed down by the Nanterre Tribunal de Grande Instance, the ruling handed down by the court of Versailles on December 17, 2009 and the order of the procedural judge dated February 4, 2010, have requested that the court:

- accept their cross-appeal and overturn the rulings of April 15, 2009 and May 30, 2011 forasmuch as the AFPS proceedings were deemed admissible and the various Alstom companies ruled to be actual, legitimate defendants and, in a fresh ruling:

- declare the AFPS proceedings to be inadmissible on the grounds that the latter has no interest in bringing proceedings and that in any event, it wrongfully brought proceedings against the Alstom companies

And more specifically:

- to rule that as a "1901" non-profit association, AFPS has not demonstrated that it has either the capacity or interest to bring proceedings in view of its constitution and purpose

- to rule that AFPS had neither the interest nor the capacity to bring proceedings to annul a foreign public transport contract

- to rule, subsequent thereto, that AFPS therefore had no interest in bringing proceedings alleging the unlawful nature of any such contract or subsequent contracts

- that in any event, the Alstom companies are not actual, legitimate defendants in any proceedings seeking annulment, still less regarding the unlawful nature of a contract to which they are neither signatories nor parties.

The Alstom companies have petitioned for the ruling of May 30, 2011, declaring the PLO to be inadmissible in its alleged endorsement and/or any new voluntary intervention, to be upheld.

And more specifically:

- to rule that pursuant to the ruling of April 15, 2009 and in application of article 544 of the Code of Civil Procedure, the court find the PLO to be inadmissible and dismiss its proceedings

- to note that the PLO acknowledged this ruling on April 27, 2009, thereby commencing the appeal period; that the PLO did not appeal this ruling

- to rule that in application of articles 480, 500 and 544 of the Code of Civil Procedure, the ruling of April 15, 2009, forasmuch as it ruled the PLO's proceedings inadmissible by dismissing the PLO's involvement in the case, has now acquired the status of a definitive ruling in the absence of any appeal within the one-month period

- that consequently, the PLO is inadmissible in its claim for its intervention to be endorsed in view of article 126 of the Code of Civil Procedure and/or for any new intervention and thereby to dismiss it therefrom; that the PLO may take no further part in the case

Secondarily,

They have requested that the ruling handed down by the Nanterre Tribunal de Grande Instance on May 30, 2011 be upheld forasmuch as it rejected the principal petitions of AFPS, more specifically:

a) by ruling that the conclusion and performance of a public service concession contract by the State of Israel is not contrary to the duties of an occupying State under international law

that the construction and operation of the Jerusalem tramway can in no way be qualified as a breach of the Fourth 1949 Geneva Convention or the Hague Convention of 1954

that the Security Council has not recognised the alleged internationally unlawful nature of the construction of the Jerusalem tramway as a dispositive fact

that in this primary respect, breach of international legal order cannot constitute grounds for the liability in tort or unintentional tort of the Alstom companies being engaged

b) by ruling that private parties are not entitled to invoke international norms indiscriminately before civil courts, and that the conventional texts invoked apply between states only

that it is irrelevant to invoke a peremptory norm (*jus cogens*)

that as private parties, AFPS and the PLO are not entitled to make use of the international conventions in question since these do not confer any subjective rights

c) by ruling that the conventional texts invoked make no provision whatsoever for obligations incumbent on private companies

that no alleged horizontal application of the international conventions invoked herein results in any obligation being incumbent on the Alstom companies in their capacity as private enterprises

that consequently, none of the conventional texts invoked establishes, either in and of itself or by extension of its effects arising from any alleged international custom, any obligation incumbent on private-sector companies, in this instance the Alstom companies

d) by ruling that for the norms of international public law to be incorporated in international public order, they would have to be governed by this international public order

that in any event, the disputed contracts do not disregard humanitarian law and therefore are not contrary to international public order

that even if it is accepted that humanitarian considerations are governed by international/French public order, there is no adverse effect on this public order in this instance,

by ruling that the purpose of the disputed contracts is in no way unlawful.

And in the light of the above, rule that the Alstom companies are not liable for any tort or unintentional tort on any grounds whatsoever.

More secondarily,

- to rule that the AFPS and the PLO have supplied no evidence of direct and certain personal prejudice of which the determining cause is tort or unintentional tort on the part of the Alstom companies

that any prohibition, subject to penalty payments, against construction or operation imposed on the Alstom companies is not only groundless and inappropriate, but also contrary to international law and the French constitutional principle of separation of powers

- to rule that the petition for cancellation/termination/forced breaking off of the engineering, supply and provision contract to which Alstom Transport is a signatory is not admissible on appeal

- to rule that any such measure to terminate/compel cancellation of contracts with related penalty payments brought by a person which is not a party to said contracts is in any event groundless and without substance

- and consequently, to dismiss all petitions brought by AFPS and the PLO forthwith.

In counter-claims,

Alstom and Alstom Transport have requested that the court rule that in actual fact, invoking their liability before a French civil court is simply a pretext for the French legal system, amidst media coverage, to be seen to discredit and condemn Israel's policy with respect to Palestine and Palestinians whilst simultaneously pursuing, unchallenged, boycotts, defamation and various other disruptive actions against the former

- to order publication of the ruling in five French or foreign newspapers or magazines, all costs to be borne by AFPS in the sum of up to €5000 per publication, with the Alstom companies being allowed to advance this sum and request reimbursement of same from AFPS

- having noted the commercial prejudice to their image and reputation and the damage to the vital interests of the two Alstom companies, to order AFPS to pay each of the Alstom companies the sum of €300,000 compensation

- to order AFPS and the PLO jointly to pay each of the Alstom companies sum of €200,000 pursuant to article 700 of the Code of Civil Procedure and all costs of the case.

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In its most recent submissions lodged with the clerk of the court on November 8, 2012, Veolia Transport has petitioned the court as follows:

- in view of the Fourth 1949 Geneva Convention

- in view of the Hague Convention of May 14, 1954

- in view of article 55 of the French Constitution

- in view of articles 6, 1131, 1133 and 1382 of the Civil Code

- in view of articles 31, 32 and 32-1, 126, 480 and 554 of the Code of Civil Procedure

- As to procedural pleas:

- to rule that the Palestine Liberation Organisation, ruled to be inadmissible by the Nanterre Tribunal de Grande Instance in its ruling of April 15, 2009, and having not appealed this ruling, is therefore inadmissible as regards its voluntary intervention, since the ruling has now become final

- consequently, to rule that the Palestine Liberation Organisation is dismissed from the case, thereby upholding the ruling handed down by the Nanterre Tribunal de Grande Instance on May 30, 2011

- Concerning the cross-appeals on the part of Veolia Transport:

- note that Association France Palestine Solidarité may not bring proceedings in this case, since any such action does not fall within its constitutional purpose

- note that Association France Palestine Solidarité may not bring proceedings since the amendment of its constitution (and indeed its creation) was late in coming compared to the original facts following which these proceedings were brought

- note that Association France Palestine Solidarité and, if applicable, the Palestine Liberation Organisation, had neither the capacity nor any interest in bringing proceedings at the time at which the case was first brought on February 22, 2007

- note that furthermore, Association France Palestine Solidarité and, if applicable, the Palestine Liberation Organisation, have not demonstrated any future or sufficiently certain interest in bringing proceedings

- note that Association France Palestine Solidarité and, if applicable, the Palestine Liberation Organisation, have not demonstrated an interest in bringing proceedings to annul contracts against Veolia Transport, inasmuch as the State of Israel and CityPass, the natural defendants in these proceedings, were not summonsed thereto

- and consequently, rule that Association France Palestine Solidarité and, if applicable, the Palestine Liberation Organisation, are inadmissible

- As to the alleged tort on the part of Veolia Transport

- to rule that the international norms invoked by Association France Palestine Solidarité and, if applicable, the Palestine Liberation Organisation, may not be invoked thereby against Veolia Transport, Alstom and Alstom Transport, legal persons governed by private law

- to rule that Association France Palestine Solidarité and, if applicable, the Palestine Liberation Organisation, have not demonstrated the unlawful nature of the tramway on the basis of the Concession Contract and “all subsequent agreements” in view of the international public law norms invoked

- to rule that the financial participation of CityPass, a company under Israeli law, as a minority shareholder and guarantor in the Concession Contract, does not constitute a tort in view of article 1382 of the Civil Code

- to rule that Veolia Transport has not committed any wrongdoing liable to engage its liability, as understood in article 1382 of the Civil Code

- As to the alleged prejudice

- rule that Association France Palestine Solidarité has not demonstrated the personal nature of the alleged prejudice

- rule that Association France Palestine Solidarité and, if applicable, the Palestine Liberation Organisation, have not demonstrated the existence of any certain prejudice arising from the existence or performance of the disputed contracts

- consequently, to rule that no prejudice exists as a result of the involvement of Veolia Transport in the Jerusalem tramway

- As to causality

- rule that there is no link of causality between Veolia Transport's involvement in the tramway and the prejudice alleged by Association France Palestine Solidarité and, if applicable, the Palestine Liberation Organisation

- consequently, to rule that there is no link of causality between the alleged wrongdoing on the part of Veolia Transport and the prejudice alleged by Association France Palestine Solidarité and, if applicable, the Palestine Liberation Organisation

- As to the requested prohibition measure and penalty payments

- to rule that the requested prohibition measure is clearly groundless in the absence of any obligations incumbent on Veolia Transport, Alstom and Alstom Transport liable to be subject to prohibition

- to rule that the requested prohibition measure would be manifestly ineffective in making good any alleged prejudice suffered by Association France Palestine Solidarité and, if applicable, the Palestine Liberation Organisation

- to rule that the penalty payment terms have not been defined sufficiently clearly to enable any penalty to be made payable

- consequently, to reject the request for prohibition subject to penalty payment requested by Association France Palestine Solidarité and, if applicable, the Palestine Liberation Organisation

And in any event:

- to dismiss Association France Palestine Solidarité and, if applicable, the Palestine Liberation Organisation as regards all their petitions, aims and claims

- to note that the proceedings brought by Association France Palestine Solidarité and, if applicable, the Palestine Liberation Organisation are frivolous in that they constitute exploitation of the French justice system for political and media purposes

- to order Association France Palestine Solidarité and, if applicable, the Palestine Liberation Organisation to pay Veolia Transport the sum of one euro in compensation for frivolous proceedings

- furthermore, to order Association France Palestine Solidarité and, if applicable, the Palestine Liberation Organisation to reimburse the costs of sworn translations and duplication of plans borne by Veolia Transport, in the sum of €39,530.30 plus VAT

- to order publication of the forthcoming ruling in five French or foreign newspapers or magazines, all costs to be borne solely by Association France Palestine Solidarité and, if applicable, the Palestine Liberation Organisation, in the sum of €5000 per publication, it being specified that Veolia Transport may advance this sum and request reimbursement of same on first demand from Association France Palestine Solidarité

- to order Association France Palestine Solidarité and, if applicable, the Palestine Liberation Organisation, to pay Veolia Transport the sum of €200,000 pursuant to article 700 of the Code of Civil procedure.

For full details of the claims, the parties' submissions shall be referred to.

IN VIEW OF WHICH

- As to admissibility

A / Of the principal appeal:

a) Admissibility of the PLO's voluntary intervention

The PLO, ruled inadmissible in its voluntary intervention introduced in 2007 (ruling of April 15, 2009), formed a new voluntary intervention on March 1, 2010, by means of a new proxy issued by the president of the executive committee to a new agent, to whom new powers were assigned.

The PLO has argued that a ruling regarding a dismissal was binding only with regard to the point being debated (Civil Code 1351) and that in this instance, it applied only to the inadmissibility relating to the incapacity of Mrs Khouri to represent the PLO; that in this respect, the case had been improperly entered into and that the actions of Mrs Khouri, who did not have the power to create a valid procedural relationship in the name of the PLO, meant that she was not a "party to the proceedings"; that if it was assumed that the ruling of April 15, 2009 was binding on it, thus dismissing the PLO from the case, endorsement of an accreditation to act in legal proceedings subsequent to a ruling of inadmissibility would constitute a new element, as a result of which the final nature of the ruling in the first instance would no longer apply; that the latter is thus no longer binding on it because the purpose, case and parties are not identical, as understood in article 1351 of the Civil Code.

The Alstom companies and Veolia Transport have petitioned the court to uphold the inadmissible nature of the voluntary intervention. They have argued that the ruling of April 15, 2009 was a multi-part ruling; that the ruling of inadmissibility dismissed the PLO from the case, in which it intervened

as a claimant, between the latter and these companies; that the PLO acknowledged receipt of the ruling; that in the absence of an appeal by the PLO, this ruling has become final and definitive as regards the dispute on which a ruling was sought; that the PLO cannot invoke article 126 of the Code of Civil Procedure since the conditions for endorsement have not been fulfilled; that a dismissal based on the final nature of the ruling is justifiable despite the occurrence of subsequent events that regularised the situation; that the dispute on which a ruling was handed down was the inadmissibility of the PLO and not the improper accreditation of Mrs Khouri; that the PLO cannot claim that the ruling of April 15, 2009 is not binding on it on the grounds that no valid procedural relationship could have been created by Mrs Khouri since the latter acted improperly in the former's name; that even if the powers of Mrs Khouri were not in order, a valid procedural relationship was established by the parties in such a way that the PLO was "party to the proceedings" until such time as the court ruled it inadmissible; that the PLO has contravened the principle prohibiting parties from contradicting themselves to the detriment of others, having argued in the first instance that its proceedings had been properly brought.

Article 480 of the Code of Civil Procedure states that "once it has been handed down, any ruling constituting a decision on all or part of the principal matter or ruling on a procedural plea or dismissal (...) constitutes a final judgement with regard to the dispute on which it has ruled;" article 1351 of the Civil Code states that the "final judgement applies only to the matter that was the subject of this judgement. The matter under consideration must be the same; the petition must be formed on the same grounds; the petition must concern the same parties and be formed by parties acting in the same capacity against parties acting the same capacity"

The voluntary intervention lodged on March 1, 2010 by the PLO is based on new powers arising from a proxy issued by the president of the executive committee of the PLO to a new agent and most recently, by a proxy issued in August to 2010 to Ambassador Al Fahoum, head of the Palestinian Mission to France since June 1, 2010, to act on the former's behalf in all necessary legal actions and proceedings:

1 - "to intervene as a claimant on behalf of the PLO in the case brought by AFPS and for all dispute and appeal procedures to dispute the unlawful nature of the concession contract and all subsequent contracts which the companies have undertaken to have executed, to prohibit the Alstom companies and Veolia Transport from performing said contract and to establish all compensation claims against them

2 - To summons Alstom Transport in a compulsory joinder and represent the PLO in proceedings before the Nanterre Tribunal de Grande Instance and all dispute and appeal proceedings before the Versailles court of appeal in order to have recorded the unlawful nature of the concession of September 22, 2004 of which Alstom Transport is a guarantor and the engineering, supply and construction contract signed in February 2005 between CityPass and Alstom Transport, to prohibit Alstom Transport from performing said contracts and to establish all claims for compensation against it"

This second voluntary intervention makes the same claims, is directed against the same two companies and, like the first voluntary intervention has been constituted on behalf of the PLO; it is the latter that must be assessed in terms of its capacity and interest in constituting the intervention, even if the PLO has used contracted agents.

Notwithstanding the above, by granting new powers to the agent, prior to the ruling of May 30, 2011 on the substance of the matter, this proxy alters the legal situation previously found against in the ruling of April 15, 2009 and endorses the capacity of the PLO to be involved in proceedings, such that the final judgement may not be seen as binding on it

Consequently, the PLO should be deemed admissible with regard to its voluntary intervention introduced on March 1, 2010, contrary to the ruling of the initial magistrates.

b) Concerning the PLO's capacity and interest in bringing proceedings

Alstom has argued that it was difficult to know whether the Palestinians were represented by the PLO or by the Palestinian Authority. No item of evidence contradicts the PLO's assertion that it has the capacity to bring proceedings. It also had an interest in bringing proceedings since at the time at which it intervened voluntarily, the contracts concerning construction of the disputed public transport system had been signed and construction had commenced.

B/ Concerning the defendants' cross-appeal:

Alstom and Veolia Transport have brought a cross-appeal against the ruling of April 15, 2009 with regard to the two calls for dismissal brought before the initial magistrates, the first on the grounds that AFPS had neither the capacity nor the interest to bring proceedings and the other relating to the frivolous nature of the claims against them. The admissibility of this appeal is disputed.

a) Concerning the admissibility of the cross-appeal against the ruling of April 15, 2009

In support of the admissibility of their cross-appeal, the Alstom companies and Veolia Transport have argued that the ruling of April 15, 2009 having not dismissed AFPS from the case but rather declared it admissible, they had to await the ruling on the substance of the case before appealing rulings relating to the admissibility of AFPS; that their cross-appeal against the 2009 ruling was admissible since it could be brought in any event;

Against this, AFPS and the PLO have argued that the cross-appeal was inadmissible in application of article 480 of the Code of Civil Procedure. They have argued that the companies, whose immediate appeal against this ruling was ruled inadmissible, could not launch a cross-appeal against the ruling in the absence of a principal appeal; that in any case, this cross-appeal was not brought within the deadline; that the principle according to which cross-appeals may be brought in any event (article 550 of the Code of Civil Procedure) applied only to cross-appeals relating to the same ruling as the one that was the subject of the principal appeal; that in this instance, this principle did not apply given that two different rulings were involved (the cross-appeal was not directed against the ruling that was the subject of the principal appeal); and that in any event, this appeal was late in coming.

The immediate appeal brought by the companies against the ruling prior to the final ruling of April 15, 2009 was deemed inadmissible by an interlocutory order dated February 4, 2010.

The record shows that in a declaration on July 7, 2011, a principal appeal was brought by AFPS and the PLO against the ruling handed down on May 30, 2011.

Alstom, Alstom Transport and Veolia Transport brought a cross-appeal against the ruling of May 30, 2011 on December 6, 2011, within the two-month deadline following notification and lodging of the submissions of the appealing parties (October 6, 2011). At the same time, in the same submissions,

they brought a cross-appeal against the ruling of April 15, 2009; the cross-appeal procedure was properly constituted pursuant to the conditions set forth in article 550 of the current Code of Civil Procedure.

The companies thus brought an appeal against the ruling prior to the final ruling of April 15, 2009 regarding inadmissibility at the same time as bringing a cross-appeal on the ruling of May 30, 2011 on the substance of the case.

Pursuant to articles 544 and 545 of the Code of Civil Procedure, the appeal by defendants Alstom, Alstom Transport and Veolia Transport against the ruling of April 15, 2009 (for which an immediate appeal was not possible) in the form and by the deadline required by the new appeals procedure in obligatory matters, at the same time as against the ruling handed down on May 30, 2011 subject to a principal appeal, is admissible.

b) Concerning the plea for dismissal

In their appeal against the ruling of April 15, 2009, Alstom, Alstom Transport and Veolia Transport have disputed AFPS' capacity and interest in bringing proceedings (1), and secondly, the claim against them in this dispute, deeming the action against them as defendants to be frivolous (2)

1) Concerning AFPS' capacity and interest in bringing proceedings

Alstom has argued that the Association is engaged in the defence of general and international interests and cannot have an interest in bringing proceedings to annul a foreign public transport contract, or claim it is unlawful, or call for prohibition of the performance of sub-contracts. Veolia has argued that AFPS has exceeded its constitutional remit, which is vague, and which in the absence of legislative accreditation, does not allow it to plead a cause in the general interest; that it has supplied no proof of personal or collective interest on the part of its members in bringing proceedings; that a non-profit association may not bring proceedings that are collective in nature without legislative accreditation unless the interests being defended in such proceedings fall within its constitutional purpose; that the Association is not qualified to act in the defence of the Palestinian people and that in any event, the association was set up after the circumstances with regard to which it is bringing a claim.

Against this, AFPS has argued that the interest in bringing proceedings must be assessed in the light of the association's constitution; that it is now accepted that non-profit associations may engage in legal proceedings without legislative accreditation in the name of collective interests if the latter fall within its constitutional purpose; that its action is directly related to its specific purpose and means of action as defined in its constitution; that it is not acting in defence of the public interest but in the collective interests that AFPS has constitutionally committed itself to defending; that the 'legitimate interests' required by article 31 of the Code of Civil Procedure may be solely moral in nature and that in this case it has indeed suffered specific prejudice distinct from that suffered by the Palestinian people.

It has argued that the interest in bringing proceedings therefore existed when the petition was brought; and that in any event, the evictions and demolitions have already taken place. It has added that its president has been empowered to act in legal proceedings to defend the interests of the association and

that to rule it as being inadmissible would run counter to article 6 of the ECHR and represent a denial of justice.

Article 31 of the Code of Civil Procedure states that “proceedings may be brought by any party with a legitimate interest in the success or rejection of a claim, except in cases in which the law assigns the right to bring proceedings to those persons that it designates as competent to bring or dispute a claim or to defend a specific interest.”

AFPS is a non-profit “1901” association whose constitution has been lodged with the relevant Prefecture. Article 11-1 of this constitution states that the president may represent the association individually and is competent to act in legal matters. Since a general meeting on September 23, 2006 amending the association’s constitution, it has been specified that “the president is competent to act in legal matters to defend the interests of the association and its members to ensure the defence of the rights of the Palestinian people.”

According to article 2-1 of its constitution, the purpose of AFPS is to “nurture friendship and solidarity between the French and Palestinian peoples and work for the establishment of a just and durable peace in the Middle East based on recognition of the national rights of the Palestinian people on the basis of international law”

and according to article 2-2, its means of action include:

* raising awareness of the Palestinian people, its history, culture, trials and struggles, including by organising various events

* developing material and humanitarian aid for the Palestinian people

* establishing links and conducting initiatives with organisations, movements and individuals pursuing the same objective in France and worldwide

* acting with regard to public opinion and before public authorities and elected officials to mobilise them in the achievement of its purpose

* supporting the development of the Palestinian economy and promoting Palestinian products

* the AFPS general meeting of September 23, 2006 added the following means of action to article 2-2: “the right to bring any proceedings, whose purpose and/or effect is the defence of the rights of the Palestinian people pursuant to the rules of domestic and international law, including humanitarian conventions, before any competent national or international jurisdiction”

An association cannot intervene in the public interest. It may bring legal proceedings without any legislative accreditation in the name of collective interests, provided that its action corresponds to its purpose.

AFPS is seeking annulment of international contracts performed on Palestinian territory on the grounds of breach of international norms. The general terms of the wording of its purpose in its constitution: “nurture friendship... Solidarity between the French and Palestinian peoples”... “work for the establishment of peace ... based on recognition of the national rights of the Palestinian people” do not suffice to establish that in seeking annulment or prohibition of international contracts to which it is not a party, the association has proved that it is defending a collective interest specific to its membership as distinct from the public interest of Palestinians in general, which it has no legislative permission to defend. Consequently, the AFPS proceedings should be deemed inadmissible.

Ruling the AFPS proceedings inadmissible is not contrary to article 6 of the ECHR, nor to article 47 of the Charter of Fundamental Rights of the European Union, despite the fact that its means of action include "the right to bring any proceedings, whose purpose and/or effect is the defence of the rights of the Palestinian people", because the association has been able to bring its case before a court, thus demonstrating that it has had access to the courts. However, this right is not limitless. Pursuit of legal proceedings is subject to conditions of form and substance, the absence of which entails dismissal. In this instance, AFPS has not demonstrated that it fulfils the conditions established for an association to be able to engage in proceedings in the defence of collective interests. There is thus no option but to declare its action "inadmissible", but this in no way affects its rights, since it had access to a jurisdiction and the case was heard.

2) Concerning the status of Alstom and Veolia Transport as actual, legitimate defendants in the proceedings underway

The companies have disputed their status as defendants in the proceedings brought by AFPS and the PLO and have argued that the only legitimate defendants, the State of Israel and CityPass, are not present in the case.

The Alstom companies have argued that proceedings to annul a foreign public transport concession agreement cannot be brought against companies that are not signatories to the contract; that proceedings arguing that this concession is unlawful cannot be brought against companies that are only implicated through subsequent contracts; that SA Alstom is not the dominant company; that only CityPass holds the concession contract relating to the construction and operation of the tramway. Veolia has emphasised that it is not a party to the concession contract of which annulment was sought on the day the case was brought and that the assessment should be based on the situation at that time (February 2007); that at that time, submissions were made alleging breach of the provisions of public law by the State of Israel and misconduct on the part of CityPass and petitioning for the annulment of the contracts; that only these two parties, the signatories to the contract, are concerned and legitimate defendants in the case;

In its capacity as appellant, the PLO has argued that the companies were indeed legitimate defendants; that Alstom Transport had signed an operating, supply and construction contract with CityPass; that while Alstom, Alstom Transport and Veolia Transport were not signatories of the concession contract, they were at the origin of the contract; the latter would not have been signed without the benefit of their knowhow, and they were directly concerned by performance of the tramway construction contract in their capacity as shareholders of CityPass and/or suppliers of rolling stock in performance of the supply contract; that the implication of SA Alstom arose from the fact that it was also a guarantor, as evidenced by its name being featured on the building permit posters on site and declarations on the part of its chief executive officer.

Article 32 of the Code of Civil Procedure states the following: "any claim made by or against a person with no rights to bring proceedings is inadmissible."

As signatories of two of the contracts whose unlawful nature is alleged by the PLO to be prejudicial to it, Alstom Transport and Veolia Transport cannot argue that they are not actual, legitimate defendants. Moreover, while it has not been proven that SA Alstom has signed any guarantee (in the absence of any signature by the parent companies on the deed of commitment), this company's liability is also alleged on the grounds of its failure to abide by its code of ethics, whereby it remains an actual and legitimate defendant. Consequently, the companies' plea of inadmissibility shall not stand.

- As to the substance

The PLO is not a party to the disputed contracts and has intervened voluntarily following the principal request by AFPS, ruled inadmissible, and has formed a separate petition from that of AFPS on which a ruling is required

It has argued that construction of the light rail system or tramway across the city of Jerusalem is unlawful inasmuch as it constitutes a breach of international norms, particularly in view of its route, which makes it accessible to Israeli settlers, and in view of the subsequent consequences of its construction for the Palestinian people. Furthermore, it has argued that the contracts signed on this occasion and thereby breaching public order are therefore also unlawful and that the companies have acted wrongfully: firstly, by participating in contracts whose purpose breaches the norms of international law and secondly, by failing therein to abide by their commitments arising from their signature of the Global Compact and their codes of ethics. It has sought to have their liability recognised, basing its action on articles 6, 1131 and 1133 of the Civil Code.

Alstom, Alstom Transport and Veolia Transport have disputed this, arguing that they have no liability with regard to the construction of the tramway, either in terms of the contracts signed or in terms of a breach of their own ethical commitments.

The proceedings brought against the companies being tort proceedings, evidence of tort and a prejudice directly linked to this tort must be supplied. The two sources of alleged wrongful behaviour will be examined in turn: 1) participation in contracts whose purpose breaches the norms of international law and 2) failure on the part of the companies to abide by their ethical commitments.

I - Concerning the participation of Alstom, Alstom Transport and Veolia Transport in contracts whose purpose breaches the norms of international law

The PLO considers that the State of Israel is occupying Palestinian territory illegally and is continuing with illegal Jewish settlement through the building of the tramway, which is therefore itself unlawful. It has thus argued that although the companies are not signatories to the concession contract, they are directly concerned by its performance due to the financial and technical guarantee constituted by their capacity as shareholders of CityPass and the direct support provided under the terms of the supply contract, which provides constructive elements; and that these contracts relating to the concession contract are unlawful due to breach by the State of Israel of its obligations under the international law of occupation.

It has claimed breach of several pieces of international humanitarian law:

- article 49 of the Fourth Geneva Convention of August 12, 1949 regarding the Protection of Civilian Persons in Time of War, which states that “the Occupying Power shall not deport or transfer parts of its own civilian population into the territory it occupies.”

- article 53 of the same Convention states that “any destruction by the Occupying Power of real or personal property belonging individually or collectively to private persons, or to the State, or to other public authorities, or to social or cooperative organizations, is prohibited, except where such destruction is rendered absolutely necessary by military operations.”

- that since construction has also involved demolition, the virtually total removal of the road (60) that is vital to carry persons and goods and the removal of other roads and paths, requiring evictions, a number of articles in the Regulations appended to the Fourth Hague Convention dated October 18, 1907 have also been breached: article 23(g), by virtue of which it is forbidden “to destroy or seize the enemy's property, unless such destruction or seizure be imperatively demanded by the necessities of war;” article 27 which states that “in sieges and bombardments all necessary steps must be taken to spare, as far as possible, buildings dedicated to religion, art, science, or charitable purposes, historic monuments, hospitals…;” and article 46, which states that “private property cannot be confiscated”

- breach of the provisions regarding the protection of cultural property set forth in article 4 of the Hague Convention of May 14, 1954, article 27 of the Regulations of the 1907 Fourth Hague Convention of 1907, article 5 of the Ninth Hague Convention of 1907 and article 53 of Additional Protocol 1 to the Geneva Conventions.

The French companies have stated that they dispute any tort. They argue that they have done nothing more than properly perform the contracts they signed with CityPass, which retain their individuality. They consider that the international humanitarian norms invoked are not binding on them; that the argument based on customs and/or a peremptory norm, considered as having been determined by international public order, does not result in the former applying to them.

With regard to the alleged illegal nature of the tramway construction, various international positions and international reports have been invoked, including the EU Heads of Mission reports and the declaration by the Council for Human Rights of April 14, 2010. These do not relate directly to construction of the tramway. For the time being, on the international scene, no evidence of the tramway construction being condemned has been forthcoming.

The unlawful nature of this construction has also been linked to occupation of the Palestinian territory by the State of Israel, on the grounds that this adversely affects all undertakings signed by this State on the occasion of construction.

A. Unlawful purpose on the grounds of occupation by the State of Israel

According to the appellant, all of the contracts are unlawful due to the effects intended thereby by the State of Israel, which correspond to a breach of international law by that State and by Alstom, Alstom Transport and Veolia Transport.

The regime of the law of occupation has been structured by successive conventions signed in The Hague (1864, 1899, October 18, 1907), and subsequently by texts relating to the circumstances of countries undergoing armed conflict (1949, etc.) and is currently described as “humanitarian law”.

Article 43 of the Regulations concerning the Laws and Customs of War on Land, appended to the Fourth Hague Convention of 1907, which specify rights and obligations in occupied countries, states:

“...The authority of the legitimate power having in fact passed into the hands of the occupant, the latter shall take all the measures in his power to restore, and ensure, as far as possible, public order and safety, while respecting, unless absolutely prevented, the laws in force in the country.”

On the basis of this article, it has been argued that the occupying power could and even should restore normal public activity in the occupied country and acknowledged that 'administrative measures' could concern all activities generally exercised by state authorities (social, economic and commercial life) (1947 control commission court of criminal appeal); and that construction of a lighthouse and a hospital was legitimate. It has even been acknowledged that the establishment of a means of public transport falls within the remit of the administration of an occupying power (the construction of a metro in occupied Italy), such that construction of a tramway by the State of Israel would not be prohibited.

In the case in hand, it has been argued that there has been a breach of articles 49-6 and 53 of the Geneva Convention, articles 23, 27 and 46 of the Regulations appended to the Fourth Hague Convention of 1907, article 4 of the Hague Convention of May 14, 1954, article 27 of the Hague Convention of 1907, article 5 of the Ninth Hague Convention of 1907 and article 53 of Additional Protocol 1 of the Geneva Conventions.

The international texts mentioned are undertakings signed by States. The obligations and prohibitions contained therein concern States.

Thus, in the Fourth Geneva Convention of August 12, 1949, signed by States and applicable "in all cases of occupation", "even if one of the parties to the conflict is not a party to the Convention, binds the Occupying Power... for the duration of the occupation" (article 6), with the instructions and obligations directed at the "Occupying Power":

* Article 49 para. 6: "the Occupying Power shall not deport or transfer parts of its own civilian population into the territory it occupies".

* Article 53: "destruction by the Occupying Power" is prohibited.

* The articles of the 1907 Convention and the appended Regulations are also directed at the contracting parties.

* Article 4 of the Hague Convention of May 14, 1954, states:

4-1 "The High Contracting Parties undertake to respect…"

4-3: "The High Contracting Parties further undertake to prohibit... They shall, refrain from requisitioning … cultural property..." and Additional Protocol 1 to the Geneva Conventions is similarly directed at the "High Contracting Parties".

The contents of these various texts apply to the State of Israel in its capacity as an occupying party; as such it is also a signatory to the concession contract with CityPass. The contracts have in common the fact that they have enabled the Jerusalem tramway to be built; nevertheless, each retains their legal autonomy.

In French law, the lawfulness of a purpose may not be determined by the individual assessment of a social or political situation by a third party. In objective terms, the purpose for each party is performance by the other party of its obligations pursuant to the contract. In subjective terms, which offer a better way of apprehending conformity of the purpose to public order, the purpose is the determining reason for the obligor having entered into the commitment. In this case, the political motive ascribed to the State of Israel by the appellant as being the purpose of its commitment may not be applied, by "contamination", to the purpose of the contracts agreed by the commercial companies.

Alstom, Alstom Transport and Veolia Transport are not parties to the concession contract signed by the State of Israel, and are therefore not answerable regarding any breach of international norms. These do not specify any obligations on the part of the occupying power; their liability is confined to the specific purpose of the contracts they have signed with CityPass. Neither SA Alstom, whose role as guarantor has not been established, nor Alstom Transport or Veolia Transport, are answerable for any alleged unlawfulness of the concession contract. The State of Israel is not a party to the case; consequently, any ruling may apply only to the lawfulness of the purpose of the contracts signed by the companies.

B/ Unlawful purpose on the grounds of breach of humanitarian norms by the companies.

This is argued on a number of grounds: failure to observe contractual undertakings enshrining the former, and through the effect of the customary rule derived from these humanitarian norms or the imperative nature of the latter.

a) breach of these norms in their capacity as contractual norms.

The PLO has argued that the international norms in question entitle it to claim particular rights (vertical effect) and are applicable to the defending companies (horizontal effect).

In response, Alstom, Alstom Transport and Veolia Transport have argued that the international convention provisions invoked do not grant rights to private persons, and do not apply to private-sector companies who are not recognised as being subjects of international law.

1 Vertical effect of the international norms invoked

In France, conventions and treaties have a higher authority than the law by virtue of article 55 of the 1958 Constitution, provided that they have been ratified in the proper manner and do not need to be supplemented by an applicatory measure. In this respect, the Geneva Conventions, the Regulations and the Hague Convention are in force and applicable in French domestic law.

Generally, in the absence of any specific mention, to grant rights to private persons the norm must include elements allowing the authors' intention of including such an effect to be deduced, and it must be sufficiently explicit in designating individuals as beneficiaries thereof.

The existence of a presumption of direct applicability of treaties, as argued by the PLO, has been upheld in reports presented to the Council of State (Abraham, Dumortier (second GISTI ruling) Pelissier in 2012), but has not been enshrined by subsequent rulings; neither can it be upheld on the occasion of the proceedings in hand.

With regard to the existence of a vertical effect in the various conventions under consideration, first and foremost the Fourth Geneva Convention, in an advisory opinion the International Court of Justice noted that preparatory works included only obligations incumbent on States and that the entitlement of individuals to invoke these obligations was not discussed. Moreover, the first articles of this convention uphold this interpretation, since they are directed at States (article 1: "The High Contracting Parties undertake to respect and to ensure respect for the present Convention in all circumstances."; article 2: "the Powers who are parties thereto shall remain bound by it...").

Analysis of the clauses of this convention regarding the protection of civilians does not reveal the existence of any rights granted to private persons. Articles 49 and 53 are directed at the "Occupying Power" and include only obligations incumbent on States: art 49: "the Occupying Power may not

proceed...;" article 53: prohibitions apply to the "Occupying Power" to the exclusion of any rights granted to private individuals.

Article 23 and 46 of the Hague Convention of October 18, 1907 concern "Contracting Parties"; article 4 of the Hague Convention of May 14, 1954 and article 53 of Additional Protocol 1 to the Geneva Conventions detail the commitments of the "High Contracting Parties", thus creating obligations only for the States that are parties to the convention, to the exclusion of individuals, to which they are not directed.

As to article 5 of the Ninth Hague Convention of 1907 and article 27 of the Hague Convention of 1907, these are not applicable for precisely the reasons given by the initial magistrates: the city of Jerusalem was not bombed.

More specifically, with regard to articles 49-6 and 53 of the Geneva Convention, the breach of which is argued, even if some (the report on the second GISTI ruling) have held that "the absence of a direct effect may not be deduced from the sole circumstance that the stipulation designates party States as the subjects of the obligation it defines," the norm must nevertheless allow rights and obligations for private persons in domestic order to be created, and contain sufficiently clear elements concerning the individuals that may benefit therefrom for this purpose.

For instance, in the examples of recognition of a direct effect by the Cour de Cassation cited by the appellant, the texts in question clearly specify the beneficiaries: (the child) article 10 of the New York Convention of January 26, 1990 on the rights of the child, (the employee) in articles 2 and 4 of the International Labour Convention of June 22, 1982, or grant rights against States to individuals or groups in precise circumstances in which the "person awaiting trial" or the "accused" is entitled to a fair trial (article 6-1 of the ECHR).

Individuals are not the subject of the Fourth Geneva Convention, which deals only with groups: "the protected persons" or "the population", etc. Notwithstanding the above, in this instance, in order to argue for the existence of individual subjective rights, the appellant has fully assimilated the protection granted on humanitarian grounds to Human Rights protection, whereas only a few provisions enshrine protection granted by Human Rights and do so in this respect for individuals (in cases of genocide, torture, slavery, and so on). Indeed, the rights asserted in the international conventions invoked are of a different nature (transferring the population, destruction of property, etc.).

Therefore, it cannot be considered that these international conventional norms allow private persons or the entity that the PLO states it is representing (the Palestinian people) the right to invoke them directly before a court.

2 Horizontal effect of the international norms invoked

This effect would mean that companies are bound by the contents of these norms, thereby assuming that they are subjects of international law. However, the personhood of transnational companies has only been recognised in a very limited manner. Their international capacity is accepted only within the context of specific contractual undertakings, mostly economic in nature, and with a view to ensuring protection of these companies during the course of their business in foreign countries with regard to States with which they may find themselves in dispute (Washington Convention of 1985) or in precise cases of liability, relating for instance to the environment (1969 Brussels Convention on Civil Liability for Oil Pollution Damage, 1993 Lugano Convention on Civil Liability for Damage Resulting from Activities Dangerous to the Environment). Furthermore, these obligations must be specified to the

companies. The conventional texts whose breach is alleged only formulate obligations directed at States, as shown above.

Indeed, the Fourth Geneva Convention concerning the Protection of Civilian Persons in Time of War of August 12, 1949 states in its introduction that it concerns the "High Contracting Parties", while articles 49 para. 6 and 53 are directed at the "Occupying Power". According to article 4 of the Hague Convention of May 14, 1954 for the Protection of Cultural Property in the Event of Armed Conflict, "Any High Contracting Party in occupation of the whole or part of the territory of another High Contracting Party shall as far as possible support the competent national authorities of the occupied country in safeguarding and preserving its cultural property." The Additional Protocol to the Geneva Conventions relating to the Protection of Victims of International Armed Conflicts (Protocol I) of June 18, 1977 is also concluded between States, obliging them as follows: "The High Contracting Parties undertake to respect and to ensure respect for this Protocol in all circumstances."

The defending companies are legal persons under private law, are not signatories to the conventions invoked, and are not the recipients of the obligations contained therein; consequently, they are not subjects of international law. Since they do not have international personhood, the various norms that the appellant wishes to invoke against them cannot be applied thus.

Against this circumstance, the existence of a customary rule in international law allowing companies' liability to be engaged on the grounds of breaches of Human Rights has been argued.

b) Breach of humanitarian rights as established by custom

1) The appellant has argued that a customary rule regarding "liability of companies for breach of Human Rights" allows the norms in question to be applied to this case. In support of this argument, it quotes Professor Chemillier Gendreau, according to whom there is a customary norm in international law that extends the obligations made incumbent on States by international conventions to transnational companies: "the fundamental rules of international law apply to private-sector companies, particularly multinationals, who must answer before national and international courts as regards their liability if in breach of these rules."

Mrs Chemillier-Gendreau argues that custom is a source of international law, the conditions for the formation of which have evolved; that international custom may arise from the combination of various components of soft law, the repetition of which may result in acquisition of the status of hard law (with binding force). She argues that States are not alone in being able to contribute to the formation of customary norms.

She deduces the presence of a customary norm with regard to the extension of the liability of transnational companies to include breaches of Human Rights from a combination of various circumstances: the Universal Declaration of Human Rights of 1948, since this text refers to "every organ of society" and in article 30 to "groups"; the fact that the PCIJ, in an opinion on the competency of the Danzig courts, acknowledged that a treaty could grant subjective rights and obligations to individuals; the incorporation by the Criminal Tribunal for former Yugoslavia of principal norms of humanitarian law in peremptory norms; the increase in national courts being petitioned by private persons claiming liability of companies for breaches of international law (Human Rights, corporate law, environmental and/or humanitarian law); the fact that French courts have accepted breaches of the ECHR, the International Pact on Economic, Social and Cultural Rights or the ILO Conventions, the

work of international organisations (ILO Declaration and OECD Guidelines, the Declaration on the Right and Responsibility of Individuals, Groups and Organs of Society... adopted by the United Nations General Assembly on December 9, 1998), political declarations, NGO initiatives, the acceptance by states of the principle of corporate responsibility for breaches of international law and the opinion of doctrine.

The companies have disputed the existence of any such customary law by virtue of which transnational companies would be liable for failure to observe standards relating to Human Rights and humanitarian rules. They base their position on an opinion by Professor Sur. Without denying that international custom is an element of international law, the latter nevertheless considers that it cannot arise solely from the presence of a practice and/or States' *opinio juris*, and that any such customary rule assumes that the international capacity of transnational companies has been acknowledged, whereas the legal practice of States rules out the existence of any such personhood.

Article 38.1 of the Statute of the ICJ expresses recognition of the value of international custom as a form of evidence. It provides some elements thereof, specifying that international custom is "a general practice accepted as law". The practice envisaged is that of States, plus recognition on the latter's part that any such practice has the value of a norm.

Investigation of examples of circumstances in which the liability of companies has been engaged, as put forward by the appellant, allows the following to be noted:

* It has not been proven that the terms "organs of society" or "group" used in the universal Declaration of Human Rights of 1948 include companies as has been argued, since the interpretation of these terms is the subject of ongoing debate.

* Concerning the role of the courts in the application of companies' liability. The argument appeals to the application of this concept by the courts. In particular, US rulings are quoted (Filarga/Pena Irala - Sosa/Alvares Machain); these are not significant in this case, since they involve application of domestic law (Alien Tort Claim Act) or involve a criminal aspect (Saro WIWA/Royal Dutch); the company was prosecuted for complicity in the murder and torture of a number of opponents of the Nigerian military junta. The examples from French courts are not relevant either, since they relate to criminal matters (gas pipeline case/Total employees, proceedings brought by private parties against Total employees for crimes of kidnapping and false imprisonment brought to an end by a transaction) or relating to application by the ECHR with no clear link to the circumstances or the humanitarian legislation in question.

* in general, while there are opinions in favour of the liability of transnational companies, the fact nevertheless remains that apart from the presence of general practice, the consent of States to acknowledge the value of any such rule as a principle to be applied is a decisive element in the formation of a customary norm. In this instance, simply bringing together the various elements of soft law that have been quoted does not in and of itself mean that the conditions for the existence of a customary rule enshrining the "general liability of transnational companies for breaches of Human

Rights" have been met. It should be noted that in seeking to establish such a norm, notions of humanitarian law have been assimilated to notions of Human Rights (harm to human beings and/or their dignity).

In the absence of evidence of any such customary rule, the international norms the PLO claims have been breached are not binding on the French companies Alstom, Alstom Transport and Veolia Transport.

2) Failure to observe the customary norm constituted by humanitarian rules

The PLO has also argued that the norms it invokes (prohibition on transferring a population to occupied territory, prohibition to demolish or evict, the obligation to respect the cultural property of the occupied population and the prohibition on confiscating same) are covered by customary law that is binding on companies. It go so far as to argue that these customary rules, in their capacity as principles of a peremptory norm that constitute international public order which cannot be transgressed, are directly applicable to all subjects of international law and that this international public order is hierarchically superior to French public law.

The companies have responded that this notion is not acknowledged by France and should not be applied since it has not acquired customary value. They dispute the scope attributed by the PLO to a peremptory norm and the alleged reference to international public order by the international norms invoked. They reject the existence, as a norm, of international public order. They counter that even if norms were to have a customary value, this would not suffice to grant them the status of norms binding on private persons.

An argument has been made whereby humanitarian rules of law have the status of customary norms and are therefore binding, as can be seen in particular in the ICJ's advisory opinion of June 8, 1996 which states the following: "It is undoubtedly because a great many rules of humanitarian law applicable in armed conflict are so fundamental to the respect of the human person and "elementary considerations of humanity" as the Court put it in its Judgment of 9 April 1949 in the Corfu Channel case that the Hague and Geneva Conventions have enjoyed a broad accession."

Moreover, these fundamental rules are binding on all States irrespective of whether they have ratified the conventional instruments expressing them, since they constitute principles of international customary law that cannot be transgressed.

The extent to which the customary nature of these rules has been recognised must be qualified. The terms used by the ICJ do not allow the conclusion that all humanitarian rules have been enshrined in custom: it is specified that "a great many rules" are concerned. Furthermore, the type of protection afforded by the rule is taken into consideration, i.e. "fundamental to the respect of the human person," "elementary considerations of humanity," relating to protection of human persons and their dignity. Furthermore, as recipients of the obligation, the ICJ only cites States, which are prohibited from dismissing the norm through treaty clauses; consequently, demonstrating applicability to the defending French companies is problematic.

To overcome this objection, it has been argued that the humanitarian norms invoked against the companies form a peremptory norm.

A peremptory norm (*jus cogens*) is a concept defined by article 53 of the Vienna Convention on the Law of Treaties as "a norm accepted and recognized by the international community of States as a whole as a norm from which no derogation is permitted and which can be modified only by a subsequent norm of general international law having the same character."

This concept is still interpreted in a variety of ways: some hold that a peremptory norm is effective only with regard to rules governing treaties, the sense in which the Vienna Convention understands it. It specifies the prohibition on States establishing a contrary conventional norm: "A treaty is void if, at the time of its conclusion, it conflicts with a peremptory norm of general international law."

Peremptory norms are not acknowledged in domestic law, even in this limited aspect. The French State did not sign this treaty, on the basis that the composition of this law was uncertain and that "the lack of clarity inherent in the concept of a peremptory norm has not decreased since 1969. Indeed, the lack of clarity as to what is included in this concept remains, despite the contributions of international jurisprudence. There is an equal lack of clarity as to how these peremptory norms are formed. Lastly, the effects of peremptory norms are also characterised by a lack of clarity, since despite this convention entering into force, the risk of the "pacta sunt servanda" rule being wrongly applied through improper invocation of peremptory norms remains."

French law does not recognise the value of peremptory norms as a customary rule either, on the basis that such norms do not fulfil the conditions required by international law, and that since this is the case, peremptory norms may serve only to resolve conflicts between international norms: the court has followed this line of argument.

Others, including the appellant, hold the concept of peremptory norms to be a much broader notion, one that is binding on subjects of international law. The appellant has argued that norms that are peremptory have an imperative nature that constitutes international public order. Humanitarian norms are, it is argued, of this nature, and therefore cannot be waived. Acknowledgement of such a notion by Mr Kolb is quoted, "replete with provisions that protect

persons in situations of acute vulnerability, this notion establishes a minimum standard of public order"

However, while the latter acknowledges the status of public order for peremptory norms with regard to humanitarian rules, it does not include in the list of effects assigned to peremptory norms any direct effect on companies, and emphasises that "the concept whereby norms may not be waived or qualify for waiver does not assume any formal hierarchy in the norms in question" RGDP 2009.

Similarly, while the European Union Court of First Instance (Yusuf and Kadi) mentioned in the grounds for its ruling (quoted as a reference by the appellant) that a peremptory norm should be understood as being part of international public order which all subjects of international law should observe, the fact remains that this category includes only States and international organisations.

Companies, on the other hand, are only subjects of international law in exceptional circumstances (conventions to which they themselves are signatories or relative to specific domains which they have no option but to observe, such as labour and environmental law). In this instance, this condition is not fulfilled, since the norms in question form part of humanitarian law.

The existence of a superior international public order that qualifies as a "peremptory norm", to which the humanitarian rules invoked are alleged to belong, and which should be applied absolutely, has not been proven. Consequently, it cannot be argued that application of the humanitarian norms invoked to the French companies can be imposed on a court of domestic law in the name of international public order derived from a peremptory norm.

Neither can such norms be imposed on courts of domestic law as rules relating to subjective rights that are a fundamental part of Human Rights, as argued by the appellant, since the humanitarian rules invoked against the companies correspond to rights of a different nature, the observance and protection of which are the responsibility of States and cannot therefore be applied to persons under private law.

Consequently, it follows that the PLO cannot invoke a breach of articles 49 and 53 of the Fourth Geneva Convention, articles 23 and 46 of the Hague Convention, article 4 of the Hague Convention of 1954, nor Additional Protocol 1 of the Geneva Conventions on the part of Alstom, Alstom Transport and Veolia Transport as regards the contracts signed with CityPass on the occasion of the construction of the tramway, or for their involvement in the concession contract to which they are not parties. There is no option but to dismiss its petitions regarding the unlawful nature of these contracts.

II - Concerning the breach of international norms by companies with regard to their commitments to observe international law (Human Rights and humanitarian law) in their code of ethics and the signature of the Global Compact.

The PLO has argued that the rules of international public law derived from the humanitarian law it invokes are applicable to the companies on the sole grounds of the latter's commitment to abide by them as enshrined in their commitment to the Global Compact and/or their codes of ethics. The companies dispute any misconduct in this respect.

A - Breach of international humanitarian norms through failure to respect commitments under the Global Compact

Alstom and Veolia Environnement (which Veolia Transport is a part of) have signed the Global Compact. Created on July 26, 2000, this lists values relating to universal principles; its purpose is to make companies accountable in their business by encouraging them to respect "Human Rights" and norms derived from the ILO's Declaration on Fundamental Principles and Rights at Work, act in relation to the environment in line with principles derived from international declarations (Rio and Stockholm), and combat corruption.

The Global Compact does not refer to the humanitarian law specifically referred to in this case (Fourth Geneva Convention, Hague Conventions of 1907 and 1954).

It concerns the protection of rights such as respecting human life and dignity pertaining to Human Rights, expressed in terms of the rejection of genocide, slavery and so on. Furthermore, its application is at companies' entire discretion. It has no binding nature whatsoever, as specified in a response from the Head of Legal Affairs of the United Nations to concerned companies: "The Global Compact is not a legal instrument, it is aspirational". The Global Compact is an item of reference only, consequently, failure to abide by its principles cannot be invoked as proof of a breach of international laws.

B - Breach of international humanitarian norms invoked on the basis of companies' failure to abide by their codes of ethics.

1 - Veolia Environment, which Veolia Transport is a part of, has set up an ethics committee; the latter promotes a programme applicable to all companies within the group, entitled "Ethics, Conviction and Responsibility".

This comprises "a guide" to behaviour, specifying that business must be conducted in observance of national norms and the recommendations of international organisations, particularly as regards fundamental rights. The principles set forth in this guide relate only to employment law (with the aim of adhering to national and international norms, particularly those of the ILO) and the environment, and are in no way related to breaches of the international law invoked. The guide specifies that it is "strictly optional" and not binding.

This guide is the fruit of a personal initiative and envisages no sanctions; consequently, it cannot be considered as an undertaking that signifies a commitment opening the way for third-party claims. Furthermore, it is addressed to the persons in question only with regard to employment relations and therefore cannot serve as a basis on which to determine a breach of the humanitarian law invoked in this case.

2 - The internal regulations of Alstom's Board of Directors are reduced in scope since they are intended only to set forth general rules of conduct to serve as a basis for the directors, and includes no commitment, particularly as regards third parties; consequently no rights may be derived therefrom.

* Alstom's Code of Ethics states that "the conduct of business must abide by the laws, regulations and other obligations in force irrespective of the

country in which it is located..." and that it "sets out to abide by measures relating to Human Rights, employment law, health, safety, protection of the environment, prevention of corruption and competitive practices"; and that it adheres to the OECD Guidelines, the Declaration of Human Rights and the principles of the Global Compact.

The various rights to which it generally makes reference concern the protection of individuals (as persons), including rules of conduct to be adhered to (honesty, loyalty). The code is thus a behavioural guide destined for the company's personnel in the performance of their professional duties. The only texts referred to that are binding in nature are those directly relating to employment law.

Emphasising the commitments arising from the terms "must" and "sets out to", the PLO condemns Alstom for failing to observe the Universal Declaration of Human Rights to which it refers, on the grounds that construction of the tramway has infringed the right to property and that the operating conditions of this mode of transport are discriminatory.

In addition to the fact that the Universal Declaration of Human Rights is not binding in nature, the alleged breaches have not been proven since halting tramway activity applies to all users and moreover, the companies did not instigate the evictions. These criticisms relate to rights regarding the protection of individuals; in this case they have not been formulated by an individual but by the PLO, which is not a recipient of this code of ethics.

Like the codes of ethics, the Global Compact expresses values that the companies wish to see their personnel apply during the course of their work for the company. As “frames of reference”, they contain only recommendations and rules of conduct and do not create any obligations or commitments to the benefit of the parties who may wish to see them observed. Consequently, the appellant cannot argue on the grounds of failure to abide by the Global Compact or behavioural norms enshrined in codes of ethics to claim that there has been wrongdoing in breach of international law by Alstom, Alstom Transport and Veolia Transport.

In the final analysis, the evidence heard does not prove that by taking part in construction of the tramway across the city of Jerusalem, the defending companies have breached international law:

Alstom, Alstom Transport and Veolia Transport were not signatories to the concession contract signed on September 22, 2004 and cannot answer for its legitimacy in place of the State of Israel, which initiated and established this contract.

The international humanitarian norms that it is claimed have been breached by the shareholder pact signed with CityPass by Alstom Transport and Veolia Transport, and the engineering, supply and construction contract signed with CityPass by Alstom Transport, are not binding on the companies on conventional or customary grounds, or in any capacity of international public order.

It has not been proven that the companies have breached international law in the light of their commitments arising from their agreement to the Global Compact (2000) and the contents of their codes of ethics.

Consequently, there are no grounds to rule on the other aspects of liability; the ruling of the initial magistrates who dismissed the petitions established against these companies is therefore upheld.

- Concerning counter-claims

The companies have petitioned, in counter-claims, for the payment of compensation to make good the prejudice caused by the behaviour of the appellants and for publication of the ruling handed down. Their complaint relates both to the proceedings brought by AFPS and the PLO and the media campaigns and other initiatives concerning the authorities, since they hold that invoking their liability is a mere pretext to carry out a political trial by media designed to defame them in public. The appellant has contested this.

Bringing legal proceedings is a right which does not engage the liability of its initiator unless there is wrongdoing such that the former may being defined as an abuse of this right.

By petitioning French courts with regard to the dispute concerning the participation of French companies in the construction of a public transport service in the city of Jerusalem, AFPS and the PLO have simply exercised their rights under law; similarly, they have deployed resources in fact and in law to support their submissions in which the presence of malicious intent, bad faith or the equivalent of serious misconduct has not been proven. Furthermore, it has not been proved that the sole intention of the association was to harm the companies rather than to seek to uphold the cause it is defending.

While it has been established that AFPS has regularly published information in the form of communiqués in its newsletter and on its website, including criticism of the participation of Alstom

and Veolia in the construction of a public transport service in the city of Jerusalem, the impact of this has nonetheless been limited.

Furthermore, while articles published on the AFPS website state that Veolia has not been chosen for projects in Sweden, Ireland, and Great Britain, there has been no certain proof that these refusals have been a consequence of action by the association. In the light of the evidence brought before the court, Alstom has not proven any damage to its reputation, image or vital interests.

The conditions for compensation have not been met, consequently the claim for compensation by Alstom, Alstom Transport and Veolia Transport is hereby dismissed.

The demand for repayment of the sum of €39,530.30 plus VAT, which qualifies as discretionary costs, will be dealt with in the paragraph concerning article 700 of the Code of Civil Procedure.

- Concerning discretionary costs

The decision in the first instance is hereby upheld.

Pursuant to article 700 of the Code of Civil Procedure, AFPS and the PLO are hereby ordered to pay the defending companies' discretionary costs for the appeal, in an amount as specified in the provisions of the order.

- Concerning costs

AFPS and the PLO, whose claim has not been upheld, shall jointly bear the costs of the appeal; the order to pay the costs of the first instance is also upheld herewith.

ON THESE GROUNDS

The court, ruling publicly in an order in the presence of the parties and

in the final instance,

Observes that the petition to defer a ruling is now groundless,

- Concerning admissibility

Concerning the principal appeal,

- Overturns the ruling of May 30, 2011 inasmuch as it declared the PLO inadmissible in its new voluntary intervention and, in a new ruling, hereby declares the new voluntary intervention of the PLO on March 1, 2010 to be admissible.

- Hereby specifies that the latter has both the capacity and interest to bring proceedings

Concerning the cross-appeal of Alstom, Alstom Transport and Veolia Transport against the ruling handed down on April 15, 2009

- Declares this cross-appeal to be admissible

- Overturns the terms of the ruling of April 15, 2009 inasmuch as it declared the PLO to be inadmissible in its petition and AFPS to be admissible in its petition and, in a new ruling

* Declares that the PLO was entitled to make a petition

* Declares the AFPS proceedings to be inadmissible

- Upholds the inadmissibility of the plea for dismissal on the part of Alstom, Alstom Transport and Veolia Transport on the grounds that they were not actual, legitimate defendants in this instance

Concerning the substance.

- Upholds the dismissal of the principal petitions

- Upholds the rejection of the counter-claims and adds

- That there are no grounds for this ruling to be published

- Upholds the ruling of May 30, 2011 with regard to the petitions for application of article 700 of the Code of Civil Procedure and the payment of costs

Adds on appeal

- That the petition for repayment of costs of translation and reproduction qualify as discretionary costs,

- Hereby finds against AFPS and the PLO jointly, ordering them to pay, pursuant to article 700 of the Code of Civil Procedure:

* the sum of €30,000 each to Alstom and Alstom Transport

* and the sum of €30,000 to Veolia transport.

Finds against AFPS and the PLO jointly, ordering them to pay all costs for the appeal.

- hereby makes this ruling public by forwarding it to the clerk of the court, the parties having been notified beforehand pursuant to the terms set forth in paragraph 2 of article 450 of the Code of Civil Procedure.

- signed by Mrs Marie-José Valantin, presiding magistrate and by Mrs Lise Besson, Clerk of the Court, to whom the record of the ruling has been supplied by the signing magistrate.

CLERK OF THE COURT

(*signature*)

PRESIDING MAGISTRATE

(*signature*)

Certified True Copy

Head Clerk (*signature*)

[Stamp: Versailles Court of Appeal]