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Commentary

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I. Introduction

A Portuguese poet once wrote 'Oh, may no one give me pitying intentions,/ May no one ask me for definitions!/ May no one say: "Come this way!"/ I know not which way I go,/ I know not where I go,/ I do know I will not go that way!' This poetry may (with some exaggeration) reflect the notion of international public policy. We do not know how to define it with accuracy and sometimes we don't know where it leads us,[1] but most times we know what public policy is not.

This short article tries to elaborate on a few ideas of "what public policy may be," "where it may lead us," and "what it is not," in light of a recent case decided by the Portuguese Supreme Court of Justice. Unmistakably, the exception of public policy (or of international public policy for that matter) does not equate to domestic mandatory rules, and that was precisely the understanding of the Portuguese Supreme Court of Justice in the case that is the subject matter of this short article. However and before we analyse that decision, we need to provide a general overview of how the issue of international public policy has been dealt with in Portugal and at the international level.

II. General Overview

The Portuguese superior courts have dealt with the issue of the exception of international public policy of the Portuguese State in several occasions in the past few years and in connection with different issues of both substantive and procedural law.

In a decision issued on 29 November 2007, the Lisbon Court of Appeal considered that an arbitral award ordering the respondent to pay the claimant an amount arising from a contractual "penalty clause" was not in violation of the international public policy of the Portuguese State.[2] On this occasion, the Lisbon Court of Appeal also considered that an arbitral award with a short or defective motivation (but not a total lack of reasoning) would not constitute a violation of the public policy. Subsequently, on 10 July 2008, the Portuguese Supreme Court of Justice reiterated this reasoning and upheld the decision of the lower court. The Lisbon Court of Appeal restated the same understanding on 12 July 2012.[3] Therefore, penalty clauses and awards with short or defective motivation do not violate the international public policy of the Portuguese State.

Another example of "what violation of the international public policy is not" is given by the decision of the Portuguese Supreme Court of Justice of 21 February 2006.[4] In that case, the Supreme Court of Justice

reasoned that the international public policy is violated only when the enforcement of a foreign decision would amount to an "egregious trampling," an "intolerable violation" of, or a "blatant contradiction" to the fundamental principles underpinning the national legal order and, therefore, of or to the conception of justice of the Portuguese State as regards the substantive law. The Supreme Court of Justice also reasoned that the international public policy of the Portuguese State consists of a host of economic, social and political values which the society may not waive, and therefore the State must not waive its right to set aside a foreign decision that produces a result shockingly violating those values. The Portuguese Supreme Court of Justice considered that the fact that the final decision had not been notified "in persona" to the party, but rather to its attorney, was not a violation of such principles.

In a decision of 9 October 2003, the Portuguese Supreme Court of Justice decided that the right to a fair and adversarial process, the right of access to justice and the "pact sunt servanda" amount to such fundamental values encapsulated by the notion of international public policy of the Portuguese State.[5]

When considering the issue of the international public policy of the Portuguese State, the courts have resorted to the most notable Portuguese authors. Without wishing to give an exhaustive account, in a decision of 12 June 2006 the Lisbon Court of Appeal cited Professor Alberto dos Reis, according to whom 'defining the international public policy of the Portuguese State is an arduous and complicated task', but in any event the rules equating to international public policy are strictly mandatory, encapsulate superior interests of the local community, and are in profound disagreement with the foreign rules to which they pose an obstacle on its application. From the point of view of Professor Alberto dos Reis (in turn, citing Savigny and Mancini works), the international public policy rules are grounded on political reasons (such as the rules prohibiting discrimination on the basis of race or religion), moral reasons (rules prohibition polygamy, divorce, paternity investigation, and the like), or economic reasons (rules barring the right to seek the division of a common real estate asset).[6] On that occasion, the Lisbon Court of Appeal went on to cite Ferrer Correia, for whom the international public policy is a blank concept to be filled in by the decision-maker, on a case-to-case basis, using his/her legal sense to assert whether the outcome of the application of a foreign rule or decision is intolerable according to the point of view of the Portuguese fundamental principles of law and/or is irreconcilable with the legal conceptions underpinning the Portuguese legal system.[7]

III. International Standards of "International Public Policy"

Let us now turn to the general concepts of the international public policy, as this notion is understood in international arbitration. Much has been said and written, and it is difficult to think of anything particularly new or pertinent to add at this point. In any event, we should assert whether or not the understanding of the Portuguese jurisdiction is in line with the international standards applicable in this respect.

The seminal case seems to be *Parsons Whittemore Overseas Co. Inc. v Société Générale de l'Industrie du Papier (RAKTA)*, where the New York District Court held that the notion of "public policy" should be understood narrowly and equating to the 'forum state's most basic notions of morality and justice.'[8] Hong Kong follows the same standard.[9] In the same vein, the German Federal Supreme Court referred to "public policy" as something that 'touches the foundation of the State and economic functions'[10] whereas a Swiss court considered the possibility of refusing recognition of a foreign arbitral award only when such recognition would violate 'fundamental legal principles (. . .) which would contrast in an unbearable manner with our feeling of justice.'[11] When constructing the meaning of those "fundamental legal principles," the Swiss Bundesgericht considered that a foreign arbitral award contrary to fundamental provisions of the Swiss legal order, either of substantive content or of a procedural nature (such as the right to a fair proceeding or the right to be heard) would be a violation of such "fundamental legal principles."[12]

In Russia, in one of the famous Yukos awards (2010), the Federal Arbitrazh Court for the West-Siberian District considered that an award made in a proceeding where the respondent (Tomskneft) had not been duly notified of the arbitration proceedings and therefore had not been able to present its defence, violated the foundations of the constitutional and legal order of the Russian Federation, and would thus be contrary to the public policy of the Russian Federation.[13]

It is worth mentioning that the aforementioned decisions interpreted the notion of "public policy" as having an "international" character and in a meaning that is narrower than the notion of "domestic public policy." However, neither national courts nor international decision-making bodies have produced a final definition or classification of cases fitting in that concept.

Notwithstanding the lack of a clear-cut definition of "public policy" (both domestic and international), we may find in the "Final ILA Report on Public Policy"[14] a remarkable instrument to guide the analysis of these concepts and a useful tool to draw a roadmap. The Report also provides us with a list of situations equating to the various forms of "public policy," as classified therein.

Indeed, the Report indicates the following definition of "international public policy" (*Recommendation* 1*(c)*):

> 'the body of principles and rules recognised by a State, which, by their nature, may bar the recognition or enforcement of an arbitral award rendered in the context of international commercial arbitration when recognition or enforcement of said award would entail their violation on account either of the procedure pursuant to which it was rendered (procedural international public policy) or of its contents (substantive international public policy).'

The Report further concludes (*Recommendation 1(d)*) that,

> 'the international public policy of any State includes: (i) fundamental principles, pertaining to justice or morality, that the State wishes to protect even when it is not directly concerned; (ii) rules designed to serve the essential political, social or economic interests of the State, these being known as '*lois de police*' or 'public policy rules'; and (iii) the duty of the State to respect its obligations towards other States or international organisations.'

The Report concludes that it is possible to point out three categories (fundamental principles*, lois de police*, and international obligations) and the corresponding examples.

As examples of substantive fundamental principles, the Report enumerates (although not exhaustively) the prohibition of abuse of rights, the obligation to act in good faith, the "*pacta sunt servanda*," the prohibition against uncompensated expropriation, the prohibition against discrimination, the prohibition of activities that are "*contra bonos mores*," and the proscription against piracy, terrorism, genocide, slavery, smuggling, drug trafficking and paedophilia. Regarding procedural public policy principles, the Report exemplifies the following: impartiality; prohibition of inducement, fraud or corruption when making the award; prohibition of breach of the rules of natural justice; obligation to treat the parties equally when appointing the arbitrators; respect for due process; respect for consistency with other courts's decisions and respect for the *res judicata* effect; and prohibition of manifest disregard for the law or for the facts.

In respect of the "public policy rules" ("lois de police") the Report points to the anti-trust law, and also 'currency controls, price fixing rules, environmental protection laws, measures of embargo, blockade or boycott, tax laws, and laws to protect parties presumed to be in an inferior bargaining position (e.g., consumer protection laws).'

The United Nations resolutions imposing sanctions are given as an example of an international obligation equating to international public policy.

As said above, this work is a useful tool aimed at giving guidance as to the perception and application of the concept of public policy of each State, both at a "domestic" and "international" level. However, it is not a definitive guide yet, and the various classifications may be dubious.

In any event, while the nature and efficacy of the "*lois de police*" are unquestionable in the context of the rules of law that the arbitrators are allowed, or even compelled, to apply – which is a discussion not to entertain here -, it still remains interesting to question whether a national mandatory rule is necessarily part of the "international public policy" of a particular State. That was, as stated above, precisely the question that the Portuguese Supreme Court of Justice answered very recently. The answer to that question may seem clear: the international public policy of the Portuguese State does not necessarily equate to rules of a mandatory nature.

IV. The case of the goodwill compensation of the commercial distributor[15]

a) Particulars of the case

This case relates to a series of distribution agreements (named "Importer Agreements") entered into between Company S (agent) and Company SE (principal) for the distribution in Portugal of vehicles of the "S" brand, constructed in Spain. This commercial distribution relationship lasted for nearly 20 years and was covered by several written agreements, the last of which was entered into between the parties on 1 October 1996. This "Importer Agreement" was subject to Spanish Law and contained an arbitration clause providing for the resolution of disputes under the Rules of the ICC, with Spanish as the language of the procedure.

On 27 September 2002, on the grounds of EU Regulation No. 1400/2002, of 31 July 2002, Company SE declared to Company S that the "Importer Agreement" would not be renewed as of the date of the agreed expiration. On 14 March 2003, Company S started arbitration in Paris against Company SE, under the ICC rules, making several claims, including one for goodwill compensation. On 21 March 2003, and after evaluating the conduct of Company S in the meantime, Company SE also declared to Company S that it considered the Importer Agreements immediately terminated as of that date. Meanwhile, in the arbitration proceedings, Company SE made a counter-claim asking the arbitral tribunal to order Company S to pay it outstanding invoices deriving from the sale of cars and spare parts.

The arbitral tribunal awarded Company S a substantial portion of its claims, specifically compensation for loss of future revenue, repurchase of the stock of spare parts and technical materials, and interest, and also ordered Company S to pay Company SE a certain amount in respect of outstanding invoices. The award did not grant Company S the requested relief for goodwill compensation. Neither was the award subject to appeal nor did Company S seek to have the award set aside.

On 28 September 2005, Company S and Company SE entered into a "Mutual Acquittance Agreement." According to such agreement, each of the parties declared that it had received all that it was entitled to receive pursuant to the arbitral award. Each of the parties declared that it had nothing to claim from the other, thus acquitting the other.

Notwithstanding the "Mutual Acquittance Agreement," Company S and one of its subsidiaries filed a lawsuit with the Lisbon Court of First Instance against Company SE and its Portuguese subsidiary, claiming goodwill compensation (that had been denied in the arbitral proceedings).

Among other pleas, Company SE contested the lawsuit invoking the effect of *res judicata* of the arbitral award. Company S objected to that contention, arguing that the arbitral award could not have the effect of *res judicata* within the Portuguese jurisdiction and that the award could not be recognized or enforced in Portugal if not for other reasons because the denial of goodwill compensation would be in breach of the public policy of the Portuguese Republic.

b) Procedural background

The Lisbon Court of First Instance decided that, in order to properly determine the issue of the *res judicata* of the arbitral award made in Paris, that award ought to be subject to a recognition and enforcement procedure and, therefore, decided to suspend the lawsuit until the award was recognized and enforced. On 25 September 2012, Company SE then brought the recognition procedure of the ICC arbitral award before the Lisbon Court of Appeal.[16]

Company S contested those proceedings, alleging *inter alia* that the ICC award could not be recognized, as such recognition would be a violation of the public policy of the Portuguese Republic. According to Company S's contentions, the Portuguese Law applicable to the relationships between commercial agents and their principals[17] contains a mandatory provision specifically according to the agent goodwill compensation based on the increase of clients and sales (art. 33 of the Decree-Law 178/86). Moreover, if the activities of the agent were carried out "principally" within the Portuguese territory, the Portuguese Law would be the only law to apply in respect of the termination of the agent contract, and any other law could only be applied to the effect of guaranteeing more beneficial treatment to the agent (art. 38 of Decree-Law 178/86). According to Company S, its activities had been principally carried out in Portugal and the law that the arbitral tribunal applied (Spanish law) did not accord goodwill compensation to the agent. Therefore, considering the mandatory nature of the Portuguese

law, the recognition of the arbitral award would entail a violation of the international public policy of Portugal.

c) Rationale of the Decisions

The Lisbon Court of Appeal granted recognition to the arbitral award on 16 January 2014. Company S subsequently lodged an appeal before the Portuguese Supreme Court of Justice, which confirmed the decision of the lower court on 23 October 2014, thus definitely granting recognition of the arbitral award. Both decisions rely on identical reasons and, therefore, we will analyse the decision of the Supreme Court of Justice.

The Supreme Court of Justice started by considering that the New York Convention of 1958 was applicable in the case at hand because the award was made in Paris, and both France and Portugal are parties to that Convention. The Supreme Court of Justice also considered that, according to the Convention, the 'recognition and enforcement of an arbitral award may also be refused if the competent authority in the country where recognition and enforcement is sought finds that (. . .) the recognition or enforcement of the award would be contrary to the public policy of that country' (art. V(2)(b) of the New York Convention of 1958). However, the Supreme Court of Justice also noted that, according to the Portuguese Arbitration Act, the 'recognition and enforcement of an arbitral award made in an arbitration taking place in a foreign country may only be refused (. . .) if the court finds that (. . .) the recognition or enforcement of the award would lead to a result manifestly incompatible with the international public policy of the Portuguese State' (art. 56(1)(b)(ii) of the "PAL").

As a result, the Supreme Court of Justice drew the distinction between the "national public policy" (domestic public policy) and the "international public policy" of the Portuguese State, and concluded that the "international public policy" is the only relevant policy for the purpose of granting or refusing recognition of a foreign arbitral award.

Drawing from a host of the most respectable and reputed Portuguese authors, from several prior decisions of the Supreme Court, from the "ICCA's Guide"[18] and from the "recommendations" of the "Final ILA Report", the Supreme Court of Justice pointed out that the crux of the public policy issue lies on the decision itself of a particular case at hand, that is, in its legal effects, rather than on the reasoning or legal criteria applied to make that decision. It went on to provide a comprehensive possible definition of the "international public policy" of the Portuguese State.

Indeed, although the Supreme Court of Justice affirmed that it did not wish to produce a "dogmatic" reasoning, but merely to make a statement for "operative" purposes, the following definition was to be observed when assessing issues of "international public policy":

> 'international public policy of the Portuguese State is made up of an amalgamation of basic values and dominant concepts of social, ethical, political and economic principles and rules that the decision-maker must, in each historical moment, interpret and recognize in order to assess whether they are considered to be affronted by the result reached in the award subject to recognition.'

It is true, the Supreme Court of Justice recognized, that the goodwill compensation to the commercial agent derives from a mandatory legal rule, and also that the Portuguese law should be applied if a foreign law is not more favorable to the agent. Further, the Supreme Court of Justice also recognized that the facts of the case at hand might not fit squarely in the notion of "agency agreement," that is, it was still questionable if a "distributor agreement" would equate to an "agency agreement" to the effect of according the "goodwill compensation" attached to the legal regime applicable to the termination of the agency agreement.

However, the Supreme Court decided that, irrespective of such classifications, the fact is that the goodwill compensation does not amount to a principle included in the "international public policy of the Portuguese State." The Supreme Court also considered that the same conclusion would apply even if the "goodwill" compensation rule ought to be considered as "internationally mandatory" according to the conflict of laws rule of art. 38 of the Decree-Law 178/86.

Indeed, the Supreme Court considered in the first place that different considerations of justice and legislative policy underpin the principles of the "international public policy" and the "international mandatory" legal rules (such as the legal regime applicable to the agency agreement). Moreover, as above, the circumstance that

the "goodwill compensation" of the commercial agent stems from a mandatory national legal rule does not entail the conclusion that such right corresponds to a fundamental principle of public policy.

In other words, the "goodwill compensation," albeit deriving from a mandatory legal rule, does not equate to an 'essential value, to a fundamental right, or to a social, ethical, or economic concept that, in the present historical moment, in included in what this court has considered to be international public policy of the Portuguese State.'

V. Brief Comments

In the light of the foregoing, the decision of the Portuguese Supreme Court of Justice was entirely correct (as the decision of the Lisbon Court of Appeal had been). Two brief remarks are justified.

Indeed, when it comes to asserting the existence of a fundamental principle encompassed by the notion of "international public policy," and more particularly, when asserting whether a national rule of mandatory nature is part of that public policy, one has to bear in mind that some mandatory provisions are clearly part of that international public policy, but others are not.

When assessing this issue, it is necessary to firstly simulate the outcome of the application of a foreign rule or decision anchored in that rule. In fact, one needs to ascertain if the result of the application of a foreign rule contends with the basic principles and values of a given State (in this case, of Portugal). Particularly in the case of the recognition of a foreign decision (whether judicial or arbitral), it is necessary to ascertain whether the application of the legal rule in which the decision is anchored contends with those principles and values. The same applies when the foreign decision has omitted the application of a legal rule of the State of recognition, even if this rule is of a mandatory nature (and even if it may be considered to be part of the "domestic public policy"). If the "simulation" produces a negative result, the recognition and enforcement of a foreign decision may not be refused.

The international private law (the system of conflict of laws rules) relies on the recognition of a diversity of legal solutions for a particular case in the transnational context. That is, each and every State admitting the relevance of a foreign legal rule, presumes that a solution to a particular case resulting from the application of that foreign rule may differ from the solution given by the national law of that State. The same is true in relation to the "circulation" of foreign decisions (either judicial or arbitral): in principle (and mostly within countries bound by international conventions such as the New York Convention of 1958), each State shall recognize a decision made in another country, even if that decision applies a foreign rule contrary to any domestic rule, irrespective of its mandatory nature (or does not apply a national rule purported to be mandatory).

This diversity shall only be refused recognition when that recognition collides with those fundamental principles and values that the local community may not waive when confronted with foreign rules or decisions.

This is the rationale of the exception of "international public policy," which was duly observed in this decision of the Portuguese Supreme Court of Justice.

Secondly, we note that, according to the Portuguese Law (art. 56 of "PAL"), the recognition of a foreign arbitral award may only be refused, *inter alia*, when the outcome of such recognition would entail a "manifest" violation of the "international public policy of the Portuguese State." That is, it does not suffice to have a violation of the "international public policy." It must be a "blatant" or "egregious" violation of such public policy. The case at hand, manifestly, did not amount to a "blatant" violation of the "international public policy" and, therefore, the recognition could not have been refused.

VI. Conclusions

In the light of the foregoing, and coming back to our initial idea, one can draw a few short conclusions from this Portuguese experience.

Firstly, it is becoming safer to ask for a definition of "international public policy" of the Portuguese State.

Secondly, however, we still do not know exactly (at least in definitive terms) where we go or which way we take, but we certainly know what path we will not tread. International public policy of Portugal does not include, for instance, the prohibition of contractual penalty clauses or the obligation to notify physically the party of the final award (when the counsel had

been notified). It does not include the right of the commercial distributor to goodwill compensation either, albeit deriving from a national mandatory rule.

Thirdly, the recognition and enforcement of a foreign arbitral award may only be refused if, *inter alia*, such recognition and enforcement would entail violating the "international" public policy and not merely all "public policy" (namely, the "domestic" public policy).

Fourthly, such violation must be manifest, and it must be assessed on a case-by-case basis. Only the actual and concrete application of a foreign rule or of a foreign decision that violently contradicts the core of the fundamental principles of justice and morality that underpin the Portuguese State will be grounds to refuse recognition and or enforcement.

Last but not least, the Portuguese jurisdiction is aligned with the international standards in this respect, notably with the "recommendations" of the "Final ILA Report on Public Policy" to which the last decision of the Portuguese Supreme Court of Justice made express reference.

Endnotes

1. Some have spoken of public policy as an "unruly horse" on account of the nebulous notions of the forum state's morality and justice: 'once you get astride it you never know where it will carry you' - Richardson v. Mellish, 2 Bing. 229, 252 (1824).

2. Decision available at www.dgsi.pt.

3. This decision was also related to a case of an asymmetrical arbitration clause – see Duarte G. Henriques, in "Asymmetrical arbitration clauses under the Portuguese Law," Young Arb. Rev., No. 11, at 44 (2013).

4. Decision available at www.dgsi.pt.

5. For more commentary on the Portuguese case law applying the New York Convention 1958, see Duarte G. Henriques, 'The New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 in the Portuguese Case Law,' Rom. Arb. J., Vol. 32, No 4, at 29 (Oct./Dec. 2014).

6. José Alberto dos Reis, "Processos Especiais," Coimbra 1982, vol. II, at 175. Professor José Alberto dos Reis was undoubtedly one of the (if not *the*) founding fathers of the modern civil and commercial procedural system.

7. António Ferrer Correia, 'Lições de Direito Internacional Privado,' Coimbra 2000, at 511.

8. *Parsons Whittemore Overseas Co. Inc. v. Société Générale de l'Industrie du Papier (RAKTA)*, 508 F2d 969 (2nd Circuit 1974). See also decision of 6 February 2011 of the U.S. District Court, Southern District of New York in Ameropa AG (Switzerland) v. Havi Ocean Co. LLC (United Arab Emirates), 10 Civ. 3240(TPG).

9. See decision of 08 November 2010 of the Court of First Instance, In the High Court of the Hong Kong Special Administrative Region, Gao Haiyan and another v. Keeneye Holdings Ltd and another - HCCT 41/2010.

10. (1987) XII Yearbook Commercial Arbitration, 489.

11. (1995) XX Yearbook Commercial Arbitration, 763-764.

12. See decision of 04 October 2010 of the Bundesgericht, 4A_124/2010 (available online at http://www.bger.ch/fr).

13. Decision of 27 October 2010 of the Federal Arbitrazh Court for the West-Siberian District, in Yukos Capital SARL v. Tomskneft VNK - A67-1438, 2010.

14. 'Final ILA Report on Public Policy as a Bar to Enforcement of International Arbitral Awards', presented at the Seventieth Conference of the International Law Association held in New Delhi, April 2002, and first published in the Report of the Conference, by PIERRE MAYER (Chairman of the Committee) and AUDLEY SHEPPARD (Rapporteur of the Committee), in Arbitr Int (2003) 19 (2): 249-263. Available at <www.ila-hq.org/download.cfm/docid/032880D5-46CE-4CB0-912A0B91832E11AF>.

15. This case is reported in Yearbook Comm. Arb'n XXXIX (2014), at 477, although at that time the decision of the Portuguese Supreme Court of Justice had not been published yet. See also comment by Duarte G. Henriques in <http://kluwerarbitrationblog.com/blog/2014/04/25/national-mandatory-rules-and-international-public-policy-the-status-of-the-agents-goodwill-compensation-in-portugal/>.

16. According to the Portuguese Arbitration Act ("PAL"), the Court of Appeal of the district in which the domicile of the person against whom the decision to be invoked is located, is the competent one to hear any procedure for the recognition of foreign arbitral awards (art. 59 of Decree-Law 63/2011, of 14 December 2011).

17. Decree-Law 178/86, of 3 July 1986 (transposing into the Portuguese jurisdiction Directive 86/653/EEC of 18 December 1986).

18. "ICCA's Guide to the Interpretation of the 1958 New York Convention: A Handbook for Judges," 2011 International Council for Commercial Arbitration. ■

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