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2 June 2024

To the attention of:
Mr. Jackson Cole, President of the Tribunal
Dr. Nika Havendale, Arbitrator
1380 Prof. Brynn Sterling, Arbitrator

REQUEST FOR SECURITY FOR COSTS

Dear Members of the Tribunal,

1385 We write on behalf of the Respondent in relation to the Claimant’s continuing bad faith conduct in this proceeding.

1. Late payment of the initial advance payment requested by ICSID

1390 The Respondent recalls that in accordance with ICSID Administrative and Financial Regulation 15(1)(a), ICSID sends an initial advance payment request to a claimant upon the registration of the proceeding “to defray the estimated costs of the proceeding through the first session of the [...] Tribunal.”

1395 On 25 September 2022, ICSID sent such a request to the Claimant requesting the payment of USD 150,000 by 25 October 2022. However, Astracommex did not make a payment by that date. After having notified Astracommex’s default and providing it with an extra 15 days to make the payment, the Secretary-General of ICSID suspended the proceeding for lack of payment on 16 November 2022.²⁹ The Claimants finally paid the requested amount only on 15 February 2023, *i.e.*, with a delay of 3 months.

2. The Claimant’s failure to disclose its Third-Party Funder

1400 The Respondent recently discovered through the publication of the annual reports of two companies that Astracommex’s parent company issued a capital call to finance the present

²⁹ Exhibit R-7, Letter from the Secretary-General to the Parties, 16 November 2022.

proceeding.³⁰ These two companies must therefore be considered as Third-Party Funders (“**TPF**”). Consequently, the Claimant had a duty to disclose their existence pursuant to ICSID Arbitration Rule 14 but deliberately chose to violate this provision.

3. The Claimant’s conduct warrants the order of security for costs

1405 The Claimant’s late payment of the advance on costs and its reliance on TPF to finance this proceeding demonstrates that the Claimant is impecunious. The Claimant’s impecuniosity is further supported by the admission of its own quantum expert, Mr. Damus.³¹

 The Claimants’ conduct combined with its impecuniosity will prevent Celestria from recovering any adverse costs if those are ordered by the Tribunal.

1410 Therefore, in accordance with ICSID Arbitration Rule 53(1), the Respondent requests the Tribunal to order the Claimant to post a security for costs in an amount not smaller than USD 2 million.

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CosmoLex Associates

³⁰ Exhibit R-8 and R-9, Capital Call Notices, 13 July 2022.

³¹ Exhibit R-10, Appendix 3.1 of the Expert Report of Mr. Damus.