

2. Defendants accomplished their illegal takeover of Yugraneft (“Illegal Takeover”) by corrupting Russian court proceedings and government officials in an attempt to decrease Norex’s ownership interest in and voting rights over Yugraneft (the “Know-How Case”), forging documents, and ultimately sending armed private militiamen carrying AK-47 machine guns to storm Yugraneft’s corporate offices and oil field in June 2001.

3. As a result of Defendants’ acts—many of which were, upon information and belief, orchestrated by the Billionaire Oligarchs from their offices in New York—Norex lost the value of its controlling shareholding in Yugraneft, estimated at over a billion dollars, tens of millions of dollars in dividends, and tens of millions of dollars in other misappropriated Yugraneft assets.

PARTIES AND VENUE

PLAINTIFF

4. Plaintiff Norex Petroleum Limited, originally named NowescoR, is a corporation organized under the laws of Cyprus. Norex maintains a representative office in Calgary, Canada. Its principal and chairman is Alex Rotzang (“Rotzang”), a Canadian national.

DEFENDANTS

THE OLIGARCH DEFENDANTS

5. Defendant Leonard Blavatnik is a citizen of the United States and maintains a residence in New York County, New York. Upon information and belief, Blavatnik is among the world’s wealthiest individuals with a net worth estimated around \$7.5 billion.

6. Defendant Access is a company organized under the laws of the State of New York with a principal place of business in New York County, New York. Upon information and belief, Blavatnik owns and controls, and is the founder and chairman of, Access.

7. Defendant Victor Vekselberg is, upon information and belief, a resident of the United States and maintains a residence in New York County, New York. Upon information and belief, Vekselberg is among the world's wealthiest individuals with a net worth of approximately \$6.4 billion.

8. Defendant Renova is a company organized under the laws of the State of New York with a principal place of business in New York County, New York. Upon information and belief, Vekselberg owns and controls, and is president of, Renova.

9. Upon information and belief, Defendants Blavatnik and Vekselberg co-founded Renova.

10. Defendant Alfa is an unincorporated association of various affiliated companies. Alfa was formed by Russian billionaire magnates, including third party co-conspirators German Khan and Mikhail Fridman, who presently serves as Alfa's Chairman. Upon information and belief, Alfa continuously and systematically transacts business within New York State. Alfa describes itself as one of the "largest privately owned financial industrial conglomerates." Officers of Alfa and its affiliate companies frequently travel and do business in New York, including, but not limited to, the purchase of controlling shares of companies listed on the New York Stock Exchange and NASDAQ, such as Vimpelcom and CTC Media, Inc. Alfa and its affiliate companies also regularly do business in New York by agreeing to arbitrate and/or litigate disputes in New York, taking advantage of New York's judicial system, either directly or through alter ego entities like Storm LLC, which filed and prosecuted litigation in New York state and federal courts from 2007 onward at the direction of Fridman and Khan. Alfa, through Alforma Capital Markets, part of the Alfa Banking Group, has an office and does business in New York.

11. Defendants Blavatnik and Vekselberg, through their companies, Access and Renova, together with Defendant Alfa, fully own and control Defendant TNK.

12. Defendant Simon Kukes is a United States citizen and resident of New York and was the President and Chief Executive Officer of Defendant TNK during the relevant time period.

THE BP DEFENDANT

13. Defendant BP is a company organized under the laws of England and is the successor to BP-Amoco.

14. BP continuously and systematically transacts business within New York State. BP holds itself out on its website and press releases as a company that does significant business in the United States, including New York. It does not differentiate between BP and its wholly-owned subsidiaries, representing that BP itself has a global business, which includes significant business in the United States, including New York. According to its website:

- “BP employs approximately 23,000 people in the US, has over \$55 billion in operating capital employed, and sells more than 15 billion gallons of gasoline every year.”
- “By 2001, following a series of mergers and acquisitions, [BP would] become the largest oil and gas producer and one of the largest gasoline retailers in the US.”
- BP is “the largest non US company listed on the New York Stock Exchange.”

15. BP, upon information and belief, orchestrates a coordinated global marketing and operational campaign. According to a speech given by its former CEO John Brown, BP’s “headquarters in the sense of decision making functions are now almost totally mobile,” with offices in London, Chicago, and New York. The New York office is dedicated to public and investor relations—obviously of critical importance to one of the world’s largest publicly traded energy companies.

16. Officers and employees of BP frequently work in New York and engage attorneys, as well as public relations and investment advisors, in New York for its vast business. Upon information and belief, BP either owns real estate in New York or its officers and directors use offices owned by wholly-owned BP subsidiaries when they are in New York.

THE TNK/TNK-BP DEFENDANTS

17. TNK is a company organized under the laws of the Russian Federation. It may now be known as and/or be a part of OAO TNK-BP Holding.

18. Upon information and belief, TNK was a joint venture fully owned and controlled by Defendants Blavatnik and Vekselberg, through their companies Access and Renova, and Defendant Alfa by 1999. Upon information and belief, these co-conspirators/co-venturers used TNK to further their agreement to amass oil assets in Russia.

19. Upon information and belief, Defendant Blavatnik is a former director and co-owner of TNK, and Defendant Vekselberg is a former director, Chairman of the Executive Board, and co-owner of TNK.

20. TNK-BP Limited is a company organized under the laws of the British Virgin Islands. TNK-BP is a joint venture in which Defendant BP owns 50%, Defendants Blavatnik and Vekselberg, through their companies Access and Renova, own 25%, and Defendant Alfa owns 25%.

21. Upon information and belief, Defendants Blavatnik and Vekselberg are current directors of TNK-BP.

VENUE

22. Venue is proper under CPLR § 503(a) because at least one of the parties to this action resided or had its principal office in New York County at the time of the commencement

of this action. Additionally, causes of action that are the subject of this lawsuit arose in this County.

PROCEDURAL HISTORY

23. On February 26, 2002, shortly after Defendants and their co-conspirators forcibly seized control of Yugraneft and its oil field, Norex filed suit in federal court in the Southern District of New York. Norex alleged various claims under RICO (18 U.S.C. §§ 1961-68) relating to Defendants' conspiracy to appropriate Norex's controlling interest in, and the assets of, Yugraneft. Defendants moved to dismiss on a variety of grounds, including *forum non conveniens*, which the district court granted in 2004. The United States Court of Appeals for the Second Circuit reversed and remanded in July 2005, holding that New York was a proper forum for the adjudication of the dispute. *See Norex Petroleum Ltd. v. Access Indus., Inc.*, 416 F.3d 146 (2d Cir. 2005).

24. Specifically, after noting the "extensive" submissions and discovery on the issue, *id.* at 153, the Second Circuit reversed the district court's dismissal and held that Defendants' *forum non conveniens* argument was without merit for at least two reasons. First, the Court of Appeals found that "Norex's decision to sue in New York was informed by genuine convenience" and was therefore due deference. *Id.* at 157. Second, the Court of Appeals held that dismissal was improper and inconsistent with the demands of justice where, as here, there was no adequate alternative forum for the adjudication of the dispute. *Id.* at 160. The Second Circuit specifically rejected Russia as an alternative forum because "[e]xpert opinions from both sides reveal that Russian courts would likely deem the core issues underlying plaintiff's claims largely precluded by the Know-How Case [that was filed with the Russian courts]." *Id.* at 159. Significantly, the Court of Appeals held that "the Russian default judgment [against Norex] in

the Know-How Case cannot be given preclusive effect by an American court” since Norex was never afforded the opportunity to challenge the default judgment based on improper service. *Id.* at 161-62.

25. On remand, the district court found that RICO, as a matter of statutory construction, did not have extraterritorial application and again dismissed the case without reaching the underlying merits. Norex appealed the decision as clearly contrary to established Second Circuit law. While the appeal was pending, the United States Supreme Court issued *Morrison v. Nat’l Australia Bank, Ltd*, 130 S. Ct. 2869 (2010), overruling the Courts of Appeals of every federal circuit by holding that federal securities fraud statutes generally have no extraterritorial reach. Based solely on *Morrison*, the Second Circuit overruled its RICO precedents and affirmed the dismissal of Norex’s RICO claims without reaching the merits, holding that there was subject matter jurisdiction but that RICO has no extraterritorial application. *Norex Petroleum Ltd. v. Access Indus., Inc.*, 631 F.3d 29 (2d Cir. 2010), *petition for cert. filed*, 79 U.S.L.W. 3636 (Apr. 18, 2011) (No. 10-1310).

26. On March 7, 2011, Norex filed its initial complaint in the instant state court action, to which Defendants have not yet responded.

27. On April 18, 2011, Norex filed a petition for certiorari to the United States Supreme Court, seeking review of the Second Circuit’s application of *Morrison* to the federal RICO case.

28. On May 27, 2011, this Court stayed the instant state court action pending resolution of Norex’s certiorari petition.

29. On June 22, 2011, Norex initiated the process of withdrawing its petition for certiorari so that the state court case could move forward in earnest and with all deliberate speed.

30. The claims filed herein are based upon the same transaction or occurrence or series of transactions or occurrences Norex pled in its federal action. For purposes of statutes of limitations, these claims are treated as commenced on February 26, 2002 pursuant to CPLR § 205(a).

FACTS

BACKGROUND

31. Norex entered the Russian oil market in 1991 by partnering with Chernogorneft (“CNG”) to form Yugraneft, a joint venture that develops a lucrative oil field in Western Siberia. Pursuant to the terms of their joint venture agreement, Norex provided valuable cold-weather oil field technology worth around \$5.8 million that was previously not available in Russia. In addition, Norex contributed \$1.2 million in capital plus related expenses (such as duty and customs fees) to transfer its technology into Russia. CNG agreed to provide the joint venture with oil field rights and \$800,000 in capital. In exchange for their respective contributions, Norex received 60% of Yugraneft’s shares, and CNG received 40%.

32. For years, this arrangement proved beneficial to both parties. By 1992, Yugraneft was already paying millions of dollars in dividends to Norex and CNG.

THE EARLY CONSPIRACY

33. After the collapse of the Soviet Union, beginning in the late 1990s, Blavatnik and Vekselberg conspired from New York to obtain control of and exploit various oil assets located in Russia. Blavatnik utilized Access and Vekselberg utilized Renova as tools to accomplish this goal.

34. The conspiracy began in 1998 when the Billionaire Oligarchs, through TNK, an entity they controlled through their companies Access and Renova, together with Defendant Alfa, forced Norex's joint venture partner, CNG, into bankruptcy.

35. By September 1999, the Billionaire Oligarchs, Alfa and TNK, under the leadership of its President and CEO, Defendant Kukes, had assumed full control of CNG's assets, including its minority interest in Yugraneft.

36. In March 1999, after a mandatory redistribution of shares necessitated by the discovery that CNG never made the required initial capital contribution to Yugraneft that it claimed it had, Norex's ownership stake increased from 60% to 97.64% of the company.

37. In November 1999, upon information and belief, upset at and embarrassed by, among other things, the dilution of their ownership interest in Yugraneft and Norex's refusal to relinquish its rights under Yugraneft's charter, the Billionaire Oligarchs and Alfa directed co-conspirator Khan, a co-founder of Alfa and an officer of TNK, to threaten Norex chairman Rotzang. Specifically, Khan threatened to "run over Yugraneft like a steamroller" as "we eliminate those who go against us."

38. Over the next year and a half, Defendants' scheme to wrest full control of Yugraneft intensified as Yugraneft discovered oil deposits that would increase its proven oil reserves by approximately fifty percent.

39. Defendants and their co-conspirators became immediately aware of the increased reserves because of their ownership and control of CNG. The discovery also later became a matter of public record.

40. The Billionaire Oligarchs and Alfa, each of whom, together with their co-conspirators, is jointly and severally liable for the harm resulting from their conspiracy, then

determined that they would do whatever was necessary—including using threats and physical force—to divest Norex of its majority interest in Yugraneft and take complete control of the company and its valuable oil field.

THE ILLEGAL TAKEOVER OF YUGRANEFT

THE KNOW-HOW CASE

41. On June 25, 2001, just a few days before Yugraneft’s June 28, 2001 shareholders’ meeting, upon information and belief, Access/Renova, Blavatnik, Vekselberg, Alfa, and Kukes caused TNK to file a complaint in a Russian court against Norex. Through that action (the “Know-How Case”), Access/Renova, Blavatnik, Vekselberg, Alfa, and Kukes sought to reduce significantly Norex’s ownership of Yugraneft by arguing speciously that Norex’s initial contribution of technical “know-how” had not been valued properly when Yugraneft was formed in the early 1990s. In addition, they sought an injunction to freeze the majority of Norex’s shares in Yugraneft.

42. Critically, Norex was never properly served with the complaint in that action—an issue which played a significant role in the Second Circuit’s analysis and holding.

43. Upon information and belief, Access/Renova, Blavatnik, Vekselberg, Alfa, Kukes, TNK and their co-conspirators bribed Russian officials, including by wiring funds from New York for that purpose, in order to influence the Know-How Case. As a result, on June 26, 2001, the Russian court accepted their false representations regarding service of process and issued an *ex parte* ruling enjoining Norex from voting the majority of its shares at the upcoming shareholders’ meeting and prohibiting Yugraneft from counting these shares at any other meetings that might occur.

44. Notably, in August 2000, third party co-conspirator Khan, in a meeting with Yugraneft's then Director General, Lyudmilla Kondrashina, told Kondrashina that TNK had its "own people at all levels of [the Russian] government." He reiterated that sentiment in January 2001 when he told Kondrashina that TNK "controlled" Russia's Supreme Arbitrazh Court, the ultimate arbiter of commercial disputes.

45. Defendant Kukes, for his part, admitted bribing Russian officials in a "top secret" memo, which Norex obtained from the C.I.A. through a Freedom of Information Act Request.

THE SHAREHOLDERS' MEETING

46. On June 28, 2001, the scheduled shareholders' meeting of Yugraneft took place at its offices in Moscow and was overseen by two court bailiffs. A representative of Norex attended the meeting. As a result of the corrupted proceedings in the Know-How Case, TNK had, two days earlier, disabled Norex from voting the majority of its shares. However, because TNK had not yet registered the Yugraneft shares that it appropriated from CNG in TNK's name, TNK was technically not allowed to vote those shares and indeed did not have standing to attend the shareholders' meeting. Thus, Norex was the only shareholder at the June 28 shareholders' meeting that could vote any of its shares. Norex voted the shares the Know-How court had not enjoined, which the court bailiffs in attendance certified, and re-elected Ms. Kondrashina as Yugraneft's Director General.

THE ARMED SEIZURE OF YUGRANEFT'S OFFICES

47. The very next day, on June 29, 2001, at the direction, upon information and belief, of the Billionaire Oligarchs, Access/Renova, and Alfa, in coordination with then president of TNK, Defendant Kukes, sixteen TNK fatigue-wearing militiamen armed with AK-47 machine

guns forcibly entered Yugraneft's corporate offices. The militiamen falsely informed Yugraneft's employees that TNK had assumed ownership of Yugraneft.

48. Upon entering Yugraneft's offices, TNK's attorneys falsely informed everyone present that a Yugraneft shareholders' meeting had occurred on June 28, 2001 at which TNK's candidate for Director General, as opposed to Norex's candidate, had been duly elected, presenting Yugraneft employees with fabricated "minutes" to that effect.

49. TNK private armed militia members returned on July 6, 2001, again carrying machine guns, and cut off Yugraneft's phone and internet service and occupied Yugraneft's oil field and field office.

50. On July 17, 2001, Defendant Kukes visited Yugraneft's field operations. While there, Kukes informed Yugraneft's field operations' employees that TNK had taken over the company and that everyone needed to sign employment agreements with TNK or immediately leave the premises, causing many of Yugraneft's foreign employees to flee the country.

POST-TAKEOVER ACTIONS IN FURTHERANCE OF THE ILLEGAL TAKEOVER

THE STRIPPING OF YUGRANEFT ASSETS

51. Following their takeover of Yugraneft, the Billionaire Oligarchs, Access/Renova, Alfa, TNK, Kukes and their co-conspirators stripped Yugraneft of over \$40 million of funds and other assets and diverted profits from oil sales to entities controlled by the Billionaire Oligarchs and Alfa. Additionally, to perfect their armed seizure of Yugraneft, the Billionaire Oligarchs, Access/Renova, Alfa, TNK, Kukes and their co-conspirators continued bribing Russian officials to influence the Know-How Case, as well as submitted to the Russian court fabricated Yugraneft shareholders' minutes. Access/Renova and Alfa established slush fund companies to which Alfa, through its affiliates, the Crown Group trading companies, caused to be wired tens of

millions of dollars through banks in New York, which were then used, upon information and belief, to pay bribes to Russian officials in furtherance of the Illegal Takeover. As a result of Defendants' corruptive acts, the Russian court entered a default judgment against Norex on January 24, 2002, reducing Norex's equity interest in Yugraneft to 20%.

BP JOINS THE ILLEGAL TAKEOVER

52. BP, with full knowledge of the armed misappropriation of Norex's controlling interest in Yugraneft, nevertheless joined forces with the Billionaire Oligarchs, Alfa, and TNK in 2003, becoming equal partners in a newly formed company, Defendant TNK-BP, which assumed control over Yugraneft's assets.

53. BP, the Billionaire Oligarchs, Access/Renova, Alfa, TNK, and TNK-BP have since done everything in their power to divert Yugraneft profits away from Norex, its majority shareholder, including refusing to pay any of the millions of dollars in dividends to which Norex is, and has been, entitled for the last ten years. By contrast, since its founding in 2003, TNK-BP has distributed more than \$20 billion in dividends to its shareholders, not a penny of which Norex has received.

FIRST CAUSE OF ACTION

(Tortious Interference with a Contract Against All Defendants)

54. Plaintiff repeats and realleges the paragraphs above as if fully set forth herein.

55. In October 1991, Norex entered into a joint-venture agreement with CNG to form Yugraneft.

56. Defendants were aware of this agreement when they conspired and perpetrated the Illegal Takeover. BP was aware of this agreement when it joined the Illegal Takeover.

57. Defendants bribed Russian officials, threatened Rotzang and Yugraneft officers, forged documents, engaged in the armed seizure of Yugraneft's field offices, conspired to cause

and actually caused: (1) Norex's ownership interest in Yugraneft to be reduced to 20%; (2) Yugraneft to refrain from paying Norex dividends; (3) the redirection of all profits from Yugraneft's oil sales to Defendants as opposed to sharing any of the profits from these sales with Norex; and (4) the seizure of Yugraneft's assets for their benefit. All of this and the other wrongful acts set forth above (collectively referred to as the "Wrongful Acts") were done with malice and through illegal means.

58. Defendants' intentional participation in a conspiracy to tortiously interfere with the joint-venture agreement between Norex and CNG to form Yugraneft caused CNG to breach its obligations under this agreement. In particular, Defendants' conspiracy caused CNG to breach various provisions of the joint-venture agreement which include (but are not limited to) Articles 1.11, 4.1, 4.3, 4.6, and 8.12.

59. Defendants' intentional participation in this conspiracy caused Norex damages in excess of \$1 billion.

SECOND CAUSE OF ACTION
(Tortious Interference with Prospective Business Relations Against All Defendants)

60. Plaintiff repeats and realleges the paragraphs above as if fully set forth herein.

61. For years, Norex, CNG and Yugraneft enjoyed commercial relationships that were beneficial to all parties.

62. Defendants were aware of the profitable relationships between Norex, CNG and Yugraneft when they engaged in a conspiracy to tortiously interfere with them by perpetrating the Illegal Takeover through their Wrongful Acts. BP was aware of these relationships when it joined the Illegal Takeover.

63. Defendants engaged in multiple overt acts in furtherance of this conspiracy to interfere with Norex's business relations with CNG and Yugraneft, including, but not limited to,

perpetrating the Illegal Takeover through their Wrongful Acts. The Wrongful Acts were done with malice, through illegal means, and with the purpose of harming Norex's prospective business relations with Yugraneft and CNG.

64. These Wrongful Acts harmed Norex's prospective business relations with Yugraneft and CNG by depriving Norex of: (1) its ownership interest in Yugraneft and (2) dividends from Yugraneft.

65. Defendants' intentional participation in this conspiracy caused Norex damages in excess of \$1 billion.

THIRD CAUSE OF ACTION
(Conversion of Norex's Ownership Interest in Yugraneft and Dividends due Norex from Yugraneft Against All Defendants)

66. Plaintiff repeats and realleges the paragraphs above as if fully set forth herein.

67. Defendants engaged in a conspiracy to convert Norex's rightful ownership interest in Yugraneft and dividends due Norex from Yugraneft.

68. Defendants engaged in multiple overt acts in furtherance of this conspiracy, including, but not limited to, perpetrating the Illegal Takeover through their Wrongful Acts and thereby converting Norex's ownership interest in Yugraneft and dividends due from Norex.

69. Defendants' intentional participation in this conspiracy caused Norex damages in excess of \$1 billion.

FOURTH CAUSE OF ACTION
(Breach of Fiduciary Duties Against All Defendants)

70. Plaintiff repeats and realleges the paragraphs above as if fully set forth herein.

71. Defendants owed Norex fiduciary duties of care and loyalty due to the nature of their ownership and control of CNG, Norex's business partner in the joint-venture Yugraneft.

72. Defendants were aware that these fiduciary duties existed and knowingly engaged in a conspiracy to cause their breach.

73. Defendants engaged in multiple overt acts in furtherance of this conspiracy, including, but not limited to, perpetrating the Illegal Takeover of Yugraneft through their Wrongful Acts and thereby breached the fiduciary duties of care and loyalty owed to Norex.

74. Defendants' intentional participation in this conspiracy caused Norex damages in excess of \$1 billion.

FIFTH CAUSE OF ACTION
(Unjust Enrichment Against All Defendants)

75. Plaintiff repeats and realleges the paragraphs above as if fully set forth herein.

76. Defendants were unjustly enriched by more than \$1 billion at the expense of Norex.

77. It is against equity and good conscience to permit Defendants to retain these benefits, worth in excess of \$1 billion, that Norex seeks to recover.

SIXTH CAUSE OF ACTION
(Unjust Enrichment in Violation of Russian Law Against All Defendants)¹

78. Plaintiff repeats and realleges the paragraphs above as if fully set forth herein.

79. Defendants were unjustly enriched by more than \$1 billion at the expense of Norex.

80. Defendants are obliged to return to Norex the unjustly acquired amount of more than \$1 billion.

¹ Articles 1102 and 1107 of the Russian Civil Code, attached hereto, may apply to this claim.

SEVENTH CAUSE OF ACTION

(Intentional Tortious Conduct / Minority Oppression in Violation of Russian Law Against All Defendants)²

81. Plaintiff repeats and realleges the paragraphs above as if fully set forth herein.

82. The Wrongful Acts by Defendants constitute intentional tortious conduct designed to harm Norex in violation of Russian law.

83. As a direct and proximate cause of the above conduct, Norex suffered damages in excess of \$1 billion and is entitled to compensation in full by Defendants.

EIGHTH CAUSE OF ACTION

(Action for Money Had and Received Against All Defendants)

84. Plaintiff repeats and realleges the paragraphs above as if fully set forth herein.

85. Defendants perpetrated the Illegal Takeover through their Wrongful Acts, including, without limitation, illegally and forcibly trespassing upon Plaintiff's property for the purpose of seizing Yugraneft's oil field and field offices.

86. Since the Illegal Takeover, Defendants have withheld money rightfully owed to Norex, including, but not limited to, millions of dollars in dividends due to Norex as the majority shareholder of Yugraneft. Indeed, notwithstanding that Norex has, by Defendants' own admission, *at a minimum* a twenty-percent ownership interest in Yugraneft, Defendants have refused to pay Norex *any* dividends from the hundreds of millions of dollars in profits generated by the Yugraneft oil field since the Illegal Takeover. In contrast, Defendants and their co-conspirators have distributed more than \$20 billion in dividends to its shareholders since 2003, not a penny of which Norex has received.

² Articles 10, 1064, 1080, and 1081 of the Russian Civil Code may apply to this claim.

87. The Defendants have enormously benefited by retaining, without limitation, the millions of dollars in dividends rightfully owed to Norex as the majority shareholder of Yugraneft.

88. Defendants perpetrated the Illegal Takeover through their Wrongful Acts and have since benefited by refusing to pay Norex money that it is rightfully due. Under principles of equity and good conscience, Defendants should not be permitted to retain this money.

WHEREFORE, Norex demands judgment against Defendants, as follows:

A. On all causes of action, awarding compensatory damages in an amount to be determined at trial that is in excess of \$1 billion;

B. On the First, Second, Third, and Fourth Causes of Action, awarding punitive damages.

C. For such other and further relief as this Court may deem just and proper, including interest, and Plaintiff's costs, attorneys' fees and disbursements.

Dated: June 23, 2011

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FOREIGN LAW
PROVISIONS OF THE RUSSIAN CIVIL CODE

Article 10. Limits for the exercise of civil rights.

1. Citizens and legal persons are banned from actions undertaken exclusively with the intention of inflicting damage on other persons, as well as from the misuse of a right in any other form.

The use of civil rights for the purposes of setting bounds to competition, as well as the abuse of domination on the market are not permitted.

2. If the requirements specified in pt. 1 of this article are not observed, the court of law or court of arbitration can deny the person protecting the right belonging to him,

3. In the cases when the law makes protection of civil rights dependent on whether these rights have been exercised reasonably and conscientiously, reasonable actions and conscientious of participants in civil relations at law are presupposed.

Article 1064. General Grounds for Responsibility for Causing of Harm

1. Harm caused to the personality or property of a citizen, as well as harm caused to property of a legal person shall be subject to compensation in full by the person who has caused the harm.

A law may place the duty to compensate for harm on a person who is not the causer of harm.

A law or contract may provide for the duty of the causer of harm to pay compensation to the victim in excess of the compensation for harm.

2. The person who has caused harm shall be released from compensating for harm, if he proves that the harm has not been caused through a fault of his. A law may also provide for compensation for harm in the absence of the harm causer's fault.

3. Harm caused through a lawful action shall be subject to compensation in instances provided by law.

Compensating for harm may be rejected if the harm was caused at the request or by consent of the victim and the actions of the harm causer have not violated moral principles of society.

Article 1080. Responsibility for Jointly Caused Harm

Persons who have jointly caused harm shall bear joint responsibility to the victim.

Upon the application of the victim and in his interests a court shall have the right to place on the persons who have jointly caused harm responsibility in shares, having determined them in accordance with the rules provided by Article 1081(2) of the present Code.

Article 1081. Right of Recourse Against Person Who Has Caused Harm

1. The person who has compensated for the harm caused by another person (by an employee while performing his official, ministerial or other work duties, by a person who was driving a vehicle, etc) shall have the right to a counter claim (recourse) against this person in the amount of compensation paid, unless a different amount has been established by law.

2. The harm causer who has compensated for the jointly caused harm shall have the right to demand from each of the other harm causers a share of the compensation paid to the victim in the amount corresponding to the degree of fault of this harm causer. If it is impossible to determine the degree of fault, the shares shall be deemed to be equal.

3. The Russian Federation, a Russian Federation subject or a municipality, if they have compensated for the harm caused by an official of inquest, preliminary investigation, public prosecutor's or judicial agencies (Article \ 1070[1]), shall have the right of recourse against this person when his fault has been established by the court verdict which has entered into legal force.

4. Persons who have compensated for harm on grounds mentioned in Articles 1073-1076 of the present Code shall not have the right of recourse against the person who has caused the harm.

Article 1102. Duty to Return Unjustified Enrichment

1. The person who without grounds established by a law, other legal acts or transaction has acquired or saved property (acquirer) at the expense of another person (victim) shall be obliged to return to the latter the unjustly acquired or saved property (unjustified enrichment), except in instances provided by Article 1109 of the present Code.

2. The rules provided by the present Chapter shall apply irrespective of whether the unjustified enrichment resulted from the behaviour of the acquirer of property, the victim himself or third persons or occurred against their will.

Article 1107. Compensating Victim for Profits Missed

1. The person who has unjustly obtained or saved property shall be obliged to return or compensate the victim for all profits he has derived or must have derived from this property from the moment he learnt or must have learnt about the unjust character of enrichment.

2. Interest on the sum of unjustified pecuniary enrichment shall be charged for the use of another's funds (Article 395) from the time when the acquirer learnt or must have learnt about the unjust character of obtaining or saving monetary funds.