



PAULO FOHLIN

COMMERCIAL MATTERS AND INVESTMENT TREATY MATTERS **AS A QUALIFIED SWEDISH LAWYER**

On 1 January 2026, Paulo joined Resolution Chambers as an arbitrator-member and with the intention of taking up residency in Hong Kong again.

Paulo was previously a foreign lawyer registered with the Hong Kong Law Society until he moved back to Sweden in 2019.

In Hong Kong Paulo now only undertakes independent neutral work as an arbitrator or mediator as he is no longer a registered foreign lawyer.

Commercial Disputes

- For a Swedish company involved in the heating systems industry; advice in a Hong Kong International Arbitration Centre (HKIAC) arbitration in Hong Kong against a mainland Chinese company/distributor; long term cooperation agreement governed by German law for the supply of equipment to the mainland Chinese market;
- For a Swedish law firm representing a leading Swedish food retailer against a supplier; advice in setting aside proceedings in the Swedish courts regarding a Stockholm Chamber of Commerce (SCC) award on the basis of *inter alia* a decision by the arbitral tribunal following the COVID-19 pandemic to hold a virtual hearing (only) without the challenging party's consent and despite the fact that oral testimonies of a large number of witnesses were relied on;
- For a Swedish law firm representing a Finnish company in an SCC arbitration against a Hong Kong company; legal opinion on the proper interpretation of a contract governed by Hong Kong law and the UN Convention on Contracts for the International Sale of Goods (CISG);
- For a Swedish law firm; Swedish court proceedings against a client company for payment of legal fees; the law firm had acted as counsel for the client in an unsuccessful arbitration in

Finland; the client had thereafter made large claims for damages against the law firm based on alleged negligence in the conduct of the arbitration; claims and counterclaims amicably settled following out-of-court negotiations;

- For a Russian shipowner involved in the fishing industry; an SCC arbitration in Stockholm against a Spanish company; agency agreement governed by the UNIDROIT Principles concerning the management and operation of several fishing vessels;

- For a Swedish technology company; an HKIAC arbitration in Hong Kong against a major mainland Chinese company involved in the manufacturing of mobile devices; breaches of a software license agreement governed by Hong Kong law; *inter alia* failures to provide royalty reports; *inter alia* requests for specific performance in the form of royalty audits and samples of products of the licensee to verify payable royalties, and claims for liquidated damages;

- For a foreign-owned Hong Kong company involved in the printed circuit boards sector; a multi-contract ad hoc arbitration in Hong Kong against an Indian company regarding contracts for the sale of electronics governed by Hong Kong law; claims for payment of deliveries and counterclaims for damages due to alleged defects;

- For the foreign-owned Hong Kong company referred to above; a mediation in Hong Kong relating to the ad hoc arbitration against the Indian company referred to above; amicably settled;

- For European clients, their representative office in mainland China and their Hong Kong company; negotiations and drafting settlement agreements in major disputes with employees and contractors in mainland China regarding breaches of confidentiality and non-compete clauses governed by mainland Chinese law and Hong Kong law;

- For a foreign-owned Hong Kong company involved in the printed circuit boards sector; a multi-contract ad hoc arbitration in Hong Kong against an Italian company regarding payment claims under contracts for the sale of electronics governed by Hong Kong law; *inter alia* issues of arbitral jurisdiction due to parallel court proceedings commenced by the Italian company in Italy concerning counterclaims, to which the Hong Kong company objected due to the arbitration clauses in the contracts; prevailing both on jurisdiction and the merits in the arbitration, the Hong Kong company was also awarded its costs for the Italian court litigation as damages for breach of the arbitration agreement; in addition advice in the Italian court proceedings;

- For a Western supplier of nuclear fuel technology to an Asian nuclear power company; advice in a major dispute regarding a contract governed by Swedish law and providing for SCC arbitration;
- For a foreign-owned Hong Kong company involved in the printed circuit boards sector; advice in a dispute against a Hong Kong supplier with manufacturing operations in mainland China regarding defective products delivered under a contract governed by Hong Kong law, and instructions to Hong Kong solicitors in Hong Kong court litigation thereon as well as in mediation; amicably settled;
- For a Swedish company and a Finnish company involved in the printed circuit boards sector; advice and settlement negotiations in a dispute regarding claims made by a Finnish company/buyer and a Swiss company/buyer for alleged defects in printed circuit boards delivered; amicably settled;
- For a Finnish company/seller involved in the telecommunications sector; advice and settlement negotiations in a dispute against a South Korean company/buyer and a Hong Kong company/buyer regarding allegations of defective products delivered under contracts governed by Hong Kong law; amicably settled;
- For a Swedish company/seller; an arbitration under the SCC Rules for Expedited Arbitrations against a Swedish buyer regarding the design, delivery and installation of a production line system; *inter alia* cross-examinations of multiple witnesses relied on by the other side (despite the fact that this was an expedited arbitration);
- For a leading Swedish retailer involved *inter alia* in the fashion industry; out-of-court claims for damages against (and conducting settlement negotiations with) a Hong Kong group of suppliers regarding additional customs duties levied in relation to imports from a third country and inaccurate certificates of origin; also claims for damages regarding legal fees for EU and Swedish administrative proceedings concerning the import duties in question; amicably settled;
- For a Swiss company involved in the textile industry; a pure ad hoc arbitration (without any rules apart from the Swedish Arbitration Act) in Sweden against a Swedish company;
- For a mainland Chinese company; advice in a dispute against a Danish supplier of machinery under a contract governed by CISG;

- For a Swedish company/seller involved in the defence industry; advice in a dispute regarding the supply of production lines for military equipment against a sovereign state-owner of the buyer of the lines; contract governed by French law and providing for ICC arbitration in Paris;
- For an African company/buyer; advice and settlement negotiations in a major dispute against a Russian company/seller regarding the manufacture, purchase and sale of 15 cargo aircraft intended for a mainland Chinese company/end user; contract financed by an international bank syndicate; contract governed by Swedish law and providing for SCC arbitration; *inter alia* issues regarding alleged defects; settled amicably;
- For an African company (referred to above); advice and settlement negotiations in a major dispute against a mainland Chinese buyer/end user of 15 cargo aircraft under a sales contract governed by Swedish law and providing for SCC arbitration; settled amicably;
- For an international law firm and its client: advice in a dispute regarding the sale, construction and delivery of several ships against a sovereign state-owner of the buyer of the ships under a contract governed by Swedish law and providing for ad hoc arbitration;
- For a Norwegian shipping company; a pure hoc arbitration (without any rules apart from the Swedish Arbitration Act) in Sweden against a Swedish technology company regarding a long term submarine communications cables maintenance contract governed by Swedish law;
- For a Swedish company involved in the rubber manufacturing industry; a London Court of International Arbitration (LCIA) multi-party arbitration in London regarding the acquisition of an Asian company from Australian sellers under contracts governed by English law and businesses run in the Asia Pacific Region; in addition advice regarding related applications for interim measures in foreign local courts;
- For a Swedish company involved in the plastic pipe industry; an SCC arbitration in Stockholm against a Finnish distributor regarding an exclusive long term distribution agreement for the Finnish market; *inter alia* issues as to whether a termination of the agreement was wrongful and regarding the proper interpretation of a clause entitling the Swedish party to terminate if the distributor did not reach certain purchase volumes in certain periods of time and provided that renegotiations of the agreement had first taken place; *inter alia* issues of whether efforts of good faith negotiations had been made before a termination notice was sent;

- For a Swedish company; advice in a major dispute regarding a contract for the mapping of the seabed between mainland Malaysia and Sarawak for the purpose of laying submarine cables in connection with a major Malaysian power plant project, and providing for arbitration in Sweden;
- For a European company and manufacturer of rolling stock trains; two ICC arbitrations against a European buyer and partner regarding contracts governed by Swedish law;
- For a Swedish financial institution against a Swedish special purpose litigation company; major Swedish court proceedings brought by the litigation company regarding approximately 350 individual claims for damages that had been transferred to the litigation company from about 350 companies and individuals; alleged professional negligence due to negative tax consequences in connection with certain transactions; *inter alia* issues regarding the litigation company's standing to sue and the transferors' liability for any adverse costs orders, and whether alleged tax advice was negligent or certain tax consequences were guaranteed;
- For a Swedish international trading house; Swedish court proceedings against the auditors of a company, which had obtained a major loan from the trading house secured by a floating charge; claims for damages for the auditors' failures to detect errors in the financial statements of the company regarding the valuation of its assets at the time when the trading house granted the loan;
- For the liquidators of the largest Latvian Bank at the time (Banka Baltija); major Swedish court proceedings against the bank's Swedish auditors regarding professional negligence and liability for failures to detect errors in the bank's financial statements; *inter alia* issues concerning the proper interpretation and application of international accounting and auditing standards; the bank had collapsed in the mid-1990s with severe repercussions for the Latvian public (soon after the bank's foundation when Latvia regained independence due to the dissolution of the Soviet Union);
- For a Swedish company involved in the bunkering industry; an international pure ad hoc arbitration (without any rules apart from the Swedish Arbitration Act) in Gothenburg regarding a contract for the bunkering at sea governed by English law; *inter alia* issues regarding a force majeure clause in the contract and severe weather conditions;
- For a Swedish company involved in the chemical industry; a pure ad hoc arbitration in Gothenburg against a Swedish inventor regarding a royalty agreement concerning an invention

within the chemical industry; *inter alia* technical issues of whether the invention had been used or not by the company;

- For a Swedish inventor; two pure ad hoc arbitrations in Gothenburg against a multinational company regarding an invention within the indoor climate industry and a long term license and royalty agreement; claims for loss of profit as the company had not made use of the invention; *inter alia* issues of whether there had been sound commercial reasons to make use of the invention;

- For the Swedish inventor referred to above; a mediation relating to the second ad hoc arbitration referred to above between the inventor and the multinational company; amicably settled;

- For a leading Swedish food retailer; major Swedish court proceedings against the auditors of a distressed financial institution regarding professional negligence and liability for not detecting errors in the institution's financial statements; *inter alia* issues regarding the proper valuation of loans granted;

- For the City of Gothenburg; Swedish court proceedings against (and settlement negotiations with) two German companies/suppliers of rolling stock trains; *inter alia* technical issues regarding alleged defects; settled amicably;

- For a leading Swedish financial institution; Swedish court proceedings regarding the repayment of major loans granted under several project credit facilities;

- For the liquidator of a major Swedish real estate group; Swedish multi-party court proceedings against the directors of the distressed real estate group regarding claims for damages and liability for transactions entered into to the detriment of the group's bank and other creditors;

- For a leading Swedish insurance company; Swedish court proceedings, including in the Supreme Court, against a business insurance agent; *inter alia* questions of law as to the conditions for commission being payable.

- For a Swedish shipowner; proceedings before the Swedish average adjuster (*in swedish: dispaschör*) in Gothenburg against an insurer regarding a vessel's damaged propulsion system and the proper interpretation of the coverage of the insurance contract.

Investment Treaty Matters

- For a major multinational group of companies involved in the energy sector (headquartered in Asia); investments in the green energy sector made in an EU member host state by a group company/subsidiary established in another EU member state; advice and extensive legal opinion on the viability of large claims for damages for lost profits due to certain changes in the regulatory regime of the host state; *inter alia* questions in the wake of the EU Court of Justice decision in the Achmea case and subsequent domestic EU member state court judgments to the effect that arbitration clauses in intra-EU treaties are incompatible with EU law and therefore not applicable or recognised; *inter alia* issues of viability of claims on the merits and procedural options of claims by the group company/subsidiary itself (i.e., intra-EU claims) under the Energy Charter Treaty (ECT) and/or claims by direct and/or indirect Asian owners of the said subsidiary under certain bilateral investment treaties (i.e., extra-EU claims);
- For Spanish investment funds holding American depository receipts representing a minority stake in the Russian oil and gas company Yukos, and their international law firm acting as counsel in an investment treaty arbitration against the Russian Federation in Stockholm under the Spain - Russia bilateral investment treaty (the Renta 4 et al. arbitration); advice on certain issues in the arbitration;
- For the Spanish investment funds referred to above; court proceedings brought by the Russian Federation in the Stockholm district court to obtain a negative court declaration on arbitral jurisdiction under the treaty; these court proceedings were brought when the Spanish investment funds had commenced the arbitration referred to above (Renta 4 et al.) and in parallel with the pending arbitration; *inter alia* issues regarding treaty interpretation and the proper interpretation of the investor-state arbitration clause in the treaty in question; the Stockholm district court judgment subsequently rendered was one of few domestic court judgments worldwide at the time which dealt with the important issue of the proper interpretation of the scope of old-generation narrow investor-state arbitration clauses found in *inter alia* investment treaties concluded by the USSR and mainland China;
- For the Spanish investment funds referred to above; Swedish court proceedings brought by the Russian Federation to set aside the arbitral award made under the treaty in the arbitration referred to above (Renta 4 et al.); according to the award, the American depository receipts held by the Spanish investment funds constituted investments within the meaning of the treaty and the measures taken by the Russian tax and other authorities against Yukos constituted an expropriation of the investments for which compensation was due; the arbitration (Renta 4 et al.)

was one of the early arbitrations in the Yukos affair; the award was much referenced in three subsequent awards rendered under the Energy Charter Treaty directing Russia to pay USD 50 billion to *inter alia* the majority investor in Yukos;

- For the U.S. company Newmont Mining and an international law firm acting as its counsel in an investment treaty arbitration in Stockholm against the Republic of Uzbekistan under the Uzbek Foreign Investment Law and the arbitration rules of the Arbitration Institute of the Stockholm Chamber of Commerce (SCC); the arbitration was conducted in parallel with an ICSID arbitration; advice in relation to the SCC arbitration and in connection with negotiations regarding an extensive settlement agreement;

- For a UK investor in the Czech telecommunications industry; Swedish court proceedings against the Czech Republic to set aside an arbitral award made in Stockholm under the UK-Czech bilateral investment treaty (Nagel v Czech Republic);

- For a Dutch investor (CME) in the newly privatized Czech television broadcast industry (TV Nova) against the Czech Republic; Swedish court proceedings brought by the Czech Republic to set aside an arbitral award on liability made in Stockholm under the Dutch - Czech bilateral investment treaty; the Czech Republic relied on numerous separate grounds to seek to set aside the award; *inter alia* issues of whether the matter decided in the award was *res judicata* due to a previous award made in a parallel arbitration with the same fact pattern in London under the U.S. - Czech bilateral investment treaty between an owner in CME and the Republic (Lauder v Czech Republic), which had dismissed the claims made for damages; among other issues was also an extensive issue of whether the tribunal in the Stockholm arbitration had applied the applicable law in its award; *inter alia* questions regarding the proper relationship under the treaty between public international law and relevant domestic law (such as, mainly, Czech law in the case at hand) as well as questions regarding the proper interpretation of the Stockholm award on liability; the monetary award on quantum subsequently rendered in the Stockholm arbitration was cited as the largest ever in an investment treaty arbitration at the time.