

COUR INTERNATIONALE DE JUSTICE

REQUÊTE  
INTRODUCTIVE D'INSTANCE

enregistrée au Greffe de la Cour  
le 29 septembre 2022

DEMANDE CONCERNANT LA RESTITUTION  
DE BIENS CONFISQUÉS DANS LE CADRE  
DE PROCÉDURES PÉNALES

(GUINÉE ÉQUATORIALE c. FRANCE)

---

INTERNATIONAL COURT OF JUSTICE

APPLICATION  
INSTITUTING PROCEEDINGS

filed in the Registry of the Court  
on 29 September 2022

REQUEST RELATING TO THE RETURN  
OF PROPERTY CONFISCATED  
IN CRIMINAL PROCEEDINGS

(EQUATORIAL GUINEA v. FRANCE)

## APPLICATION INSTITUTING PROCEEDINGS

[Translation]

To the Registrar of the International Court of Justice, the undersigned being duly authorized by the Government of the Republic of Equatorial Guinea:

In accordance with Articles 36, paragraph 1, and 40 of the Statute of the Court and Article 38 of its Rules, I have the honour to submit to the Court on behalf of the Republic of Equatorial Guinea (hereinafter “Equatorial Guinea”) the present Application instituting proceedings against the French Republic (hereinafter “France”).

Pursuant to Article 41 of the Statute, the Application includes a request that the Court indicate provisional measures to protect the rights invoked herein from imminent and irreparable prejudice.

Equatorial Guinea has appointed H.E. Mr. Carmelo Nvono Ncá, Ambassador Extraordinary and Plenipotentiary of the Republic of Equatorial Guinea to the Kingdom of Belgium, the Kingdom of the Netherlands, the Kingdom of Denmark and the Grand Duchy of Luxembourg, as Agent for the purpose of filing the present Application instituting proceedings against France with the International Court of Justice and to represent Equatorial Guinea in the further proceedings.

It is requested that all communications in this case be transmitted to the Agent at the following address: Place Guy d’Arezzo 6, 1180 Brussels, Belgium (email: [carmelonvononca@gmail.com](mailto:carmelonvononca@gmail.com)).

## I. SUBJECT-MATTER OF THE DISPUTE

1. The dispute between Equatorial Guinea and France concerns the interpretation and application of the United Nations Convention against Corruption of 31 October 2003 (hereinafter the “Convention”), to which both States are parties.

2. Equatorial Guinea considers that, by disregarding its request for the return of certain assets corresponding to property confiscated by decision of the French courts as the proceeds of misappropriation of public funds committed against Equatorial Guinea, France has violated its obligations under the Convention, in particular Article 57, paragraph 3 (c), thereof.

## II. GENESIS OF THE DISPUTE

*2.1. The Proceedings Leading to the Confiscation of Property  
to the Detriment of Equatorial Guinea*

3. On 15 September 2011, Equatorial Guinea acquired from Mr. Teodoro Nguema Obiang Mangue the entire share capital of the following five Swiss companies<sup>1</sup>:

---

<sup>1</sup> Agreement on the transfer of shares and claims between Mr. Teodoro Nguema Obiang Mangue and the Republic of Equatorial Guinea, 15 September 2011 (Ann. 1); Register of

- Ganesha Holding, registered in Fribourg, Switzerland, under business identification number (UID) CHE-101.452.463<sup>2</sup>;
- Nordi Shipping & Trading Co, registered in Fribourg, Switzerland, under business identification number (UID) CHE-102.438.017<sup>3</sup>;
- RE Entreprise, registered in Fribourg, Switzerland, under business identification number (UID) CHE-100.878.581<sup>4</sup>;
- GEP Gestion Entreprise Participation SA, registered in Fribourg, Switzerland, under business identification number (UID) CHE-100.101.601<sup>5</sup>; and
- Raya Holdings, registered in Fribourg, Switzerland, under business identification number (UID) CHE-102.162.217<sup>6</sup>, which owns the entire share capital of two French companies<sup>7</sup>:
  - Société de l’Avenue du Bois, located at 14 avenue d’Eylau, 75116 Paris, registered in the Trade and Companies Register under number 552 028 904<sup>8</sup>; and
  - Société du 42 Avenue Foch, located at 14 avenue d’Eylau, 75116 Paris, registered in the Trade and Companies Register under number 552 028 912<sup>9</sup>.

4. On 17 October 2011, the French tax authorities duly recorded that transfer of shareholder rights<sup>10</sup>.

5. On the date of the transfer, the companies Ganesha Holding, Nordi Shipping & Trading Co, RE Entreprise, GEP Gestion Entreprise Participation, Société de l’Avenue du Bois and Société du 42 Avenue Foch (hereinafter the “companies”) were the co-owners of a building located at 42 avenue Foch in Paris, France, designated FA 60 in the land register of the 16th arrondissement of Paris (hereinafter the “building”). They held lots 501 to 519, 523 to 524, 532 to 541, 546 to 558, 560 to 564, 601 to 605, 634 to 635 and 670 to 672 of the co-owned property<sup>11</sup>. The companies had no activity other than holding and managing the building.

6. Equatorial Guinea took over the management of the building, paid the maintenance fees and improvement costs of the co-owned property<sup>12</sup>.

7. Following a complaint dated 2 December 2008 by the association Transparency International France against Mr. Teodoro Nguema Obiang Mangue for acts

---

shareholders of Ganesha Holding, GEP Gestion Entreprise Participation, Nordi Shipping & Trading Co, Raya Holdings and RE Enterprise (Ann. 2).

<sup>2</sup> Excerpt from the Fribourg Commercial Register, Ganesha Holding, consulted on 15 September 2022 (Ann. 3).

<sup>3</sup> Excerpt from the Fribourg Commercial Register, Nordi Shipping & Trading Co, consulted on 15 September 2022 (Ann. 4).

<sup>4</sup> Excerpt from the Fribourg Commercial Register, RE Entreprise, consulted on 15 September 2022 (Ann. 5).

<sup>5</sup> Excerpt from the Fribourg Commercial Register, GEP Gestion Entreprise Participation, consulted on 15 September 2022 (Ann. 6).

<sup>6</sup> Excerpt from the Fribourg Commercial Register, Raya Holdings, consulted on 27 September 2022 (Ann. 7).

<sup>7</sup> Agreement transferring the shares of Société de l’Avenue du Bois to Raya Holdings, 2 November 1993 (Ann. 8); Agreement transferring the shares of Société du 42 Avenue Foch to Raya Holdings, 2 November 1993 (Ann. 9).

<sup>8</sup> Excerpt from the Paris Trade and Companies Register, Société de l’Avenue du Bois, consulted on 15 September 2022 (Ann. 10).

<sup>9</sup> Excerpt from the Paris Trade and Companies Register, Société du 42 Avenue Foch, consulted on 15 September 2022 (Ann. 11).

<sup>10</sup> Declaration of transfer of shareholder rights received by the tax authorities, 17 October 2011 (Ann. 12).

<sup>11</sup> French Republic, Land Registration Department, Record of published formal acts from 1 January 1965 to 12 March 2015 (Ann. 13).

<sup>12</sup> Invoices for the co-property fees for 42 avenue Foch (Ann. 14).

characterized as handling misappropriated public funds, money laundering, breach of trust and concealment<sup>13</sup>, the investigating judge at the Paris *Tribunal de grande instance* ordered the attachment of the building on the basis of Article 706-150 of the French Code of Criminal Procedure and Article 131-21 of the French Penal Code<sup>14</sup>. That attachment measure was provisional, pending the decision on the merits regarding its confiscation. The investigating judge based this decision on the grounds that the building “was wholly or partly paid for out of the proceeds of the . . . offences [under investigation]”<sup>15</sup> and that Mr. Teodoro Nguema Obiang Mangue “is the actual owner of the building . . . and . . . enjoys free disposal of it”<sup>16</sup>.

8. On 19 July 2012, 28 October 2013 and 16 April 2014, the investigating judge proceeded to seize 17 vehicles, furniture and works of art on the same basis.

9. On 28 July 2021, the French *Cour de cassation* upheld the conviction of Mr. Teodoro Nguema Obiang Mangue for the offence of laundering the proceeds of misappropriation of public funds, misuse of corporate assets and breach of trust<sup>17</sup>. It also upheld the confiscation of the building, the property that had been seized and other moveable property<sup>18</sup>. The *Cour de cassation* endorsed the analysis of the *Tribunal correctionnel* and the Paris *Cour d’appel*, which found that Mr. Teodoro Nguema Obiang Mangue had misappropriated from the Treasury of Equatorial Guinea, and for his own personal gain, public funds belonging to Equatorial Guinea, which had enabled him to acquire the confiscated property<sup>19</sup>.

10. The French courts recalled that, in cases involving the offence of laundering misappropriated public funds, the ultimate aim of confiscation should be restorative for the aggrieved State, which may recover the funds using the procedures provided for in the Convention:

“As regards the laundering of illegal assets, however, a pecuniary penalty can no longer be contemplated solely in terms of its effectiveness in law enforcement, without taking account of the interests of the victims of corruption . . . The return of assets is a fundamental principle of the United Nations Convention against Corruption . . . The return of assets is the subject of a chapter (Art. 51). It is groundbreaking in that it is the first international instrument to describe in detail procedures enabling the return of funds obtained through corruption and transferred abroad by political leaders or officials to the States from which they were stolen.”<sup>20</sup>

<sup>13</sup> Paris *Cour d’appel*, judgment of 10 February 2020, p. 23 (Ann. 15).

<sup>14</sup> Paris *Tribunal de grande instance*, order of 19 July 2012 (Ann. 16).

<sup>15</sup> *Ibid.*, p. 1.

<sup>16</sup> *Ibid.*, p. 4.

<sup>17</sup> *Cour de cassation, Chambre criminelle*, judgment of 28 July 2021, No. 20-81.553 (Ann. 17); the *Cour de cassation* rendered its judgment on an appeal lodged against a judgment of the Paris *Cour d’appel* of 10 February 2020 (Ann. 15); the Paris *Cour d’appel* rendered its judgment on an appeal lodged against a judgment of the *Tribunal correctionnel*; Paris *Tribunal de grande instance, 32nd Chambre correctionnelle*, judgment of 27 October 2017 (Ann. 18).

<sup>18</sup> *Ibid.*; the confiscated property is listed in the operative part of the judgment of the Paris *Cour d’appel* of 10 February 2020 (Ann. 15).

<sup>19</sup> Paris *Cour d’appel*, judgment of 10 February 2020, pp. 56-60 and 64 (Ann. 15); Paris *Tribunal de grande instance, 32nd Chambre correctionnelle*, judgment of 27 October 2017, pp. 70-72 and 97-98 (Ann. 18).

<sup>20</sup> Paris *Tribunal de grande instance, 32nd Chambre correctionnelle*, judgment of 27 October 2017, pp. 98-99 (Ann. 18).

*2.2. Equatorial Guinea's Request for the Return of Property and Its Rejection by France*

11. In September and October 2021, Equatorial Guinea, relying on the Convention, called on France to return certain assets corresponding to property confiscated by France, by final decision of the French courts<sup>21</sup>, as the proceeds of a crime derived from offences established in accordance with the Convention, in this instance the misappropriation of public funds committed against Equatorial Guinea and in its capacity as effective and legitimate owner<sup>22</sup>.

12. Equatorial Guinea requested that France return certain assets pursuant to Chapter V of the Convention and, more specifically, Article 57, paragraph 3 (c), thereof<sup>23</sup>.

13. Since the talks held in Paris between officials of the two countries on 3 December 2021 had reached an impasse, the Ministry of Foreign Affairs of Equatorial Guinea sent France, via its Embassy in Malabo, a Note Verbale, No. 192/022 dated 6 January 2022, notifying it that, in Equatorial Guinea's view, (i) a legal dispute had arisen between the two States concerning the interpretation or application of the Convention; (ii) it had not proved possible to settle that dispute through negotiation within a reasonable time; and (iii) an official proposal was being made to France to settle the dispute by way of arbitration, in accordance with Article 66, paragraph 2, of the Convention<sup>24</sup>.

14. On 15 June 2022, having received no response to its proposal to settle the dispute by way of arbitration, Equatorial Guinea sent the Ministry for Europe and Foreign Affairs of France, via its Embassy in Paris, a Note Verbale, No. 320/022 dated 14 June 2022, in which the Ministry of Foreign Affairs and Co-operation of Equatorial Guinea reiterated the substance of Note Verbale No. 192/022 and the requests for the return of assets made on 1[4] September and 27 October 2021. It took note of the lack of response from France, both to its request for the return of assets and to its proposal of 6 January 2022 to resolve the dispute by way of arbitration; it also renewed its request, once again asking France to make known its position in that regard<sup>25</sup>.

15. The only response from France placed on record by Equatorial Guinea has been a letter dated 29 July 2022, received through its Embassy on the same date, from the Director-General of the French Agency for the Management and Recovery of Seized and Confiscated Assets (AGRASC), announcing the imminent offering for sale of an item of property whose return is sought by Equatorial Guinea, namely the building located at 40-42 avenue Foch in Paris<sup>26</sup>. The offering for sale of an item of property, in this instance immovable property, whose return is requested by Equatorial Guinea is clear confirmation of France's rejection of the request for its return made by Equatorial Guinea, which constitutes the dispute of which the Court is seized by this Application.

<sup>21</sup> See above.

<sup>22</sup> Request made by Equatorial Guinea to the French Ministry of Justice, 14 September 2021 (Ann. 19).

<sup>23</sup> Explanatory "Memorandum" of the requests made by Equatorial Guinea on 14 September and 27 October 2021, paras. 52-54 (Ann. 20).

<sup>24</sup> Note Verbale No. 192/022 sent to France by the Ministry of Foreign Affairs of Equatorial Guinea, 6 January 2022 (Ann. 21).

<sup>25</sup> Note Verbale No. 320/022, dated 14 June 2022, from the Ministry of Foreign Affairs and Co-operation of Equatorial Guinea, transmitted to the French Ministry for Europe and Foreign Affairs under cover of a Note Verbale (No. 130/2022), dated 15 June 2022, from the Embassy of Equatorial Guinea in France (Ann. 22).

<sup>26</sup> Letter from the Agency for the Management and Recovery of Seized and Confiscated Assets to the occupants of the property located at 40-42 avenue Foch, 29 July 2022 (Ann. 23).

16. In this regard, the jurisprudence of the Court establishes that a dispute is characterized by the existence of a situation in which the “two sides hold clearly opposite views concerning the question of the performance or non-performance of certain treaty obligations”<sup>27</sup>. The claim of one State must be “positively opposed”<sup>28</sup> by the other State. In this case, a dispute, as thus defined, manifestly exists between Equatorial Guinea and France.

### III. JURISDICTION OF THE COURT AND ADMISSIBILITY OF THE APPLICATION

17. This Application is filed in accordance with Article 36, paragraph 1, of the Statute of the Court, read in conjunction with Article 66 of the Convention. Ratified by France on 11 July 2005, the Convention against Corruption entered into force between the two States after Equatorial Guinea acceded to it on 30 May 2018. Neither State has denounced the Convention and neither has made any relevant reservations in its respect.

18. Article 66 of the Convention reads as follows:

- “1. States Parties shall endeavour to settle disputes concerning the interpretation or application of this Convention through negotiation.
2. Any dispute between two or more States Parties concerning the interpretation or application of this Convention that cannot be settled through negotiation within a reasonable time shall, at the request of one of those States Parties, be submitted to arbitration. If, six months after the date of the request for arbitration, those States Parties are unable to agree on the organization of the arbitration, any one of those States Parties may refer the dispute to the International Court of Justice by request in accordance with the Statute of the Court.
3. Each State Party may, at the time of signature, ratification, acceptance or approval of or accession to this Convention, declare that it does not consider itself bound by paragraph 2 of this article. The other States Parties shall not be bound by paragraph 2 of this article with respect to any State Party that has made such a reservation.
4. Any State Party that has made a reservation in accordance with paragraph 3 of this article may at any time withdraw that reservation by notification to the Secretary-General of the United Nations.”

19. The present dispute clearly falls within the provisions of Article 66:

- It pertains to the violation by France of its obligation to return assets to Equatorial Guinea and of its obligation to co-operate with and assist Equatorial Guinea to that end, pursuant to the Convention, and therefore “concern[s] the interpretation or application” of the Convention, in accordance with Article 66, paragraph 2.

<sup>27</sup> *Interpretation of Peace Treaties with Bulgaria, Hungary and Romania, First Phase, Advisory Opinion*, I.C.J. Reports 1950, p. 74; *Application of the International Convention for the Suppression of the Financing of Terrorism and of the International Convention on the Elimination of All Forms of Racial Discrimination (Ukraine v. Russian Federation), Provisional Measures, Order of 19 April 2017*, I.C.J. Reports 2017, p. 115, para. 22; *Application of the International Convention on the Elimination of All Forms of Racial Discrimination (Qatar v. United Arab Emirates), Provisional Measures, Order of 23 July 2018*, I.C.J. Reports 2018 (II), p. 414, para. 18.

<sup>28</sup> *South West Africa (Ethiopia v. South Africa; Liberia v. South Africa), Preliminary Objections, Judgment*, I.C.J. Reports 1962, p. 328.

- Equatorial Guinea has endeavoured to settle the dispute through negotiation with France, in accordance with Article 66, paragraph 1.
- The negotiations initiated by Equatorial Guinea pursuant to Article 66, paragraph 2, could not be brought to a successful conclusion within a reasonable time.
- The proposal made to France by Equatorial Guinea on 6 January 2022, in accordance with Article 66, paragraph 2, of the Convention, to submit the dispute to arbitration has not met with a response as of the date of this Application, i.e. more than six months after that proposal was made.

20. Having exhausted all procedures prior to the seisin of the Court, Equatorial Guinea is entitled to proceed to that seisin, and the Court is fully competent to entertain its Application.

IV. LEGAL BASES OF THE APPLICATION

21. By its conduct, as described in Section II above, France has breached its obligation under Article 57 of the Convention to give priority consideration to returning to Equatorial Guinea confiscated property whose return it has requested, and to extend to Equatorial Guinea the co-operation and assistance required to that end.

22. Equatorial Guinea recalls that Article 1 of the Convention provides that:

“The purposes of this Convention are:

.....

- (b) To promote, facilitate and support international cooperation and technical assistance in the prevention of and fight against corruption, including in asset recovery”.

23. Article 46 of the Convention, on mutual legal assistance, provides that:

“1. States Parties shall afford one another the widest measure of mutual legal assistance in investigations, prosecutions and judicial proceedings in relation to the offences covered by this Convention.

.....

- 3. Mutual legal assistance to be afforded in accordance with this article may be requested for any of the following purposes:

.....

- (k) The recovery of assets, in accordance with the provisions of chapter V of this Convention.”

24. Article 51 of the Convention provides that:

“The return of assets pursuant to this chapter is a fundamental principle of this Convention, and States Parties shall afford one another the widest measure of cooperation and assistance in this regard.”

25. Moreover, in its relevant part, Article 57 of the Convention provides that:

“1. Property confiscated by a State Party pursuant to article 31 or 55 of this Convention shall be disposed of, including by return to its prior legitimate owners, pursuant to paragraph 3 of this article, by that State Party in accordance with the provisions of this Convention and its domestic law.

.....

3. In accordance with articles 46 and 55 of this Convention and paragraphs 1 and 2 of this article, the requested State Party shall:

.....

- (c) In all other cases, give priority consideration to returning confiscated property to the requesting State Party, returning such property to its prior legitimate owners or compensating the victims of the crime.<sup>29</sup>

26. In this instance, the property whose return Equatorial Guinea has requested has effectively been confiscated by France in accordance with Article 31 of the Convention. That article provides for the confiscation of the proceeds of crime derived from offences established under the Convention or of property the value of which corresponds to that of such proceeds, as in the case of the confiscation carried out by France.

27. Article 57, paragraph 1, requires that France “dispos[e] of [that property], including by return to its prior legitimate owners, pursuant to paragraph 3 of this article [and] in accordance with the provisions of this Convention and its domestic law”, while paragraph 3 (c) of the same article obliges France to give priority consideration to returning the confiscated property to Equatorial Guinea, returning such property to its prior legitimate owners or compensating the victims of the crime.

28. Equatorial Guinea finds this Application on the fact that France has not given priority consideration to returning the confiscated property to Equatorial Guinea, in breach of its obligation under Article 57 of the Convention. Equatorial Guinea emphasizes that at no time has France informed Equatorial Guinea that it has given priority consideration to returning the property at issue to it, or made known any grounds for not considering that return as a priority.

29. Furthermore, Equatorial Guinea was the effective and legitimate owner of an item of property at issue in the present case, prior to its confiscation. The property in question is the building located at 42 avenue Foch in Paris. France has also violated its obligation under the Convention by failing to give any consideration to returning that immovable property to Equatorial Guinea, its effective and legitimate owner prior to the confiscation which deprived it of that property. On the contrary, as stated above, France is planning to sell that property at auction.

30. Finally, Equatorial Guinea is the sole victim of the crime, which, it should be recalled, is characterized by the French courts as misappropriation of public funds committed against Equatorial Guinea. Again, France has refused, in breach of the obligation set out in Article 57 of the Convention, to compensate Equatorial Guinea by returning to it the property it seeks to recover.

V. SUBMISSIONS

31. In light of the foregoing considerations, Equatorial Guinea respectfully requests the Court to adjudge and declare:

- (a) that France has violated, and continues to violate, the United Nations Convention against Corruption of 31 October 2003, by not returning to Equatorial Guinea property whose return it has requested and which constitutes the proceeds of a crime of misappropriation of public funds committed against it, including immovable property of which it was the effective and legitimate owner before its confiscation by France;

<sup>29</sup> The other subparagraphs of Article 57, paragraph 3, are not applicable to the case at hand, which thus falls into the category of “other cases”.



- (b) that France has violated, and continues to violate, the United Nations Convention against Corruption of 31 October 2003, by not extending to Equatorial Guinea the co-operation and assistance required for the purpose of returning to Equatorial Guinea property whose return it has requested and which constitutes the proceeds of a crime of misappropriation of public funds committed against it, including immovable property of which it was the legitimate owner before that property was expropriated as a result of the confiscation;
- (c) that France has engaged, and continues to engage, its responsibility as a result of that violation;
- (d) that France must, by means of its own choosing, return to Equatorial Guinea all property that Equatorial Guinea has requested to be returned to it.

32. Equatorial Guinea reserves the right to revise, supplement or amend its Application, and the grounds invoked, as necessary.

33. In accordance with Article 35, paragraph 1, of the Rules of Court, Equatorial Guinea declares its intention to avail itself of its right to choose a judge *ad hoc* as provided for in Article 31 of the Statute of the Court.

34. In addition to the submissions presented above, Equatorial Guinea requests the Court to indicate, in accordance with Article 41 of its Statute, the provisional measures set out below\*.

The Hague, 29 September 2022.

(Signed) Mr. Carmelo NVONO NCA,  
Agent.

---

\* Not reproduced.

## LIST OF ANNEXES\*

- Annex 1.* Agreement on the transfer of shares and claims between Mr. Teodoro Nguema Obiang Mangue and the Republic of Equatorial Guinea, 15 September 2011.
- Annex 2.* Register of shareholders of Ganesha Holding, GEP Gestion Entreprise Participation, Nordi Shipping & Trading Co, Raya Holdings and RE Enterprise.
- Annex 3.* Excerpt from the Fribourg Commercial Register, Ganesha Holding, consulted on 15 September 2022.
- Annex 4.* Excerpt from the Fribourg Commercial Register, Nordi Shipping & Trading Co, consulted on 15 September 2022.
- Annex 5.* Excerpt from the Fribourg Commercial Register, RE Entreprise, consulted on 15 September 2022.
- Annex 6.* Excerpt from the Fribourg Commercial Register, GEP Gestion Entreprise Participation, consulted on 15 September 2022.
- Annex 7.* Excerpt from the Fribourg Commercial Register, Raya Holdings, consulted on 27 September 2022.
- Annex 8.* Agreement transferring the shares of Société de l’Avenue du Bois to Raya Holdings, 2 November 1993.
- Annex 9.* Agreement transferring the shares of Société du 42 Avenue Foch to Raya Holdings, 2 November 1993.
- Annex 10.* Excerpt from the Paris Trade and Companies Register, Société de l’Avenue du Bois, consulted on 15 September 2022.
- Annex 11.* Excerpt from the Paris Trade and Companies Register, Société du 42 Avenue Foch, consulted on 15 September 2022.
- Annex 12.* Declaration of transfer of shareholder rights received by the tax authorities, 17 October 2011.
- Annex 13.* French Republic, Land Registration Department, Record of published formal acts from 1 January 1965 to 12 March 2015.
- Annex 14.* Invoices for co-property fees for 42 avenue Foch.
- Annex 15.* Paris *Cour d’appel*, judgment of 10 February 2020.
- Annex 16.* Paris *Tribunal de grande instance*, order of 19 July 2012.
- Annex 17.* *Cour de cassation, Chambre criminelle*, judgment of 28 July 2021, No. 20-81.553.
- Annex 18.* Paris *Tribunal de grande instance, 32nd Chambre correctionnelle*, judgment of 27 October 2017.
- Annex 19.* Request made by Equatorial Guinea to the French Ministry of Justice, 14 September 2021.
- Annex 20.* Explanatory “memorandum” of the requests made by Equatorial Guinea on 14 September and 27 October 2021.

---

\* The Annexes are not reproduced in the print version, but are available in electronic version on the Court’s website (<http://www.icj-cij.org>, under “Cases”).

- Annex 21.* Note Verbale No. 192/022 sent to France by the Ministry of Foreign Affairs of Equatorial Guinea, 6 January 2022.
- Annex 22.* Note Verbale No. 320/022, dated 14 June 2022, from the Ministry of Foreign Affairs and Co-operation of Equatorial Guinea, transmitted to the French Ministry for Europe and Foreign Affairs under cover of a Note Verbale (No. 130/2022), dated 15 June 2022, from the Embassy of Equatorial Guinea in France.
- Annex 23.* Letter from the Agency for the Management and Recovery of Seized and Confiscated Assets to the occupants of the property located at 40-42 avenue Foch, 29 July 2022.
-