

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

BLUE RIDGE INVESTMENTS, L.L.C.,

Plaintiff,

v.

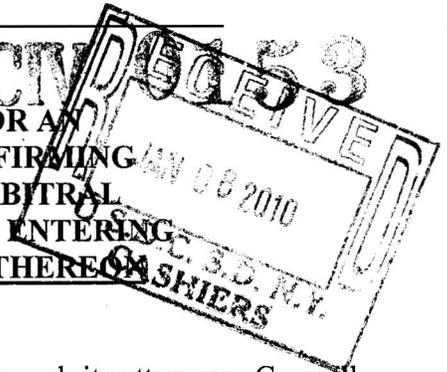
THE REPUBLIC OF ARGENTINA,

Defendant.

CASE NO. \_\_\_\_\_

10 CIV 00153

PETITION FOR AN  
ORDER CONFIRMING  
FOREIGN ARBITRAL  
AWARD AND ENTERING  
JUDGMENT THEREON



Petitioner Blue Ridge Investments, L.L.C. (“Blue Ridge”), through its attorneys, Crowell & Moring LLP, hereby alleges, with knowledge as to its own acts and upon information and belief as to the acts of others, as follows:

**Introduction**

1. This is an action to confirm an arbitration award pursuant to 22 U.S.C. § 1650a and Article 54 of the Convention on the Settlement of Investment Disputes Between States and Nationals of Other States (the “ICSID Convention”), and to enter judgment thereon. The arbitration award (the “Award”) was rendered in favor of CMS Gas Transmission Company (“CMS” or “the Company”) against the Republic of Argentina (“Argentina”) on May 12, 2005, following an arbitration conducted in Washington, D.C. under the rules of the International Centre for the Settlement of Investment Disputes (“ICSID”). Blue Ridge is the successor in interest to CMS, having notified Argentina of the purchase and assignment on June 5, 2008.

**Jurisdiction and Venue**

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1330 and 22 U.S.C. § 1650a.

3. Venue is proper in this District under 28 U.S.C. § 1391(d).

**Parties**

4. Petitioner Blue Ridge is incorporated under the laws of the State of Delaware, and is the purchaser and assignee of the Award rendered in favor of CMS.

5. Respondent is Argentina.

**The Award**

6. On July 26, 2001, CMS filed a Request for Arbitration with ICSID against Argentina. The subject matter of the arbitration dealt with the suspension by Argentina of a tariff adjustment formula for gas transportation applicable to an enterprise in which CMS had an investment.

7. On May 12, 2005, in the matter of *CMS Gas Transmission Company v. The Argentine Republic*, the ICSID tribunal issued a final award in CMS's favor in the amount of \$133.2 million. The tribunal found that Argentina breached its obligations to CMS, as a U.S.-protected investor in Argentina, under the bilateral investment treaty between the U.S. and Argentina and the ICSID Convention.

8. On September 8, 2005, Argentina filed with the Secretary-General of ICSID an application requesting annulment of the Award. On September 25, 2007, the ad-hoc ICSID Annulment Committee confirmed Argentina's obligation to pay CMS \$133.2 million plus interest in compensation, holding that "payment by Argentina of the sum awarded is again obligatory."

9. Accordingly, Argentina has no further legal recourse to avoid paying \$133.2 million, plus interest, to Blue Ridge, as successor in interest to CMS.

10. Argentina itself has recognized its obligation to pay. The current Procurador del Tesoro de la Nación, Mr. Osvaldo Ceas Guglielmino, provided, on behalf of Argentina:

an undertaking to CMS Gas Transmission Company that, in accordance with its obligations under the ICSID Convention, it will recognize the award rendered by the Arbitral Tribunal as binding and will enforce the pecuniary obligations imposed by that award within its territories, in the event that annulment is not granted.

11. The ICSID Convention is clear in stating that any ICSID award not annulled in ICSID annulment proceedings – such as the Award in this case – is final and binding. Each ICSID member owes an obligation to all other member states to comply with a final ICSID award.

12. Despite this indisputable obligation, Argentina has attempted to raise a number of arguments in an effort to avoid payment of the Award. Most recently, Argentina has taken the position that Blue Ridge must enforce the Award in the local courts of Argentina, even though the ICSID system is specifically designed to avoid reliance on local courts to enforce an award. Blue Ridge believes that, by doing so, Argentina hopes to use local courts to review the final ICSID award and, at the very least, delay payment by several years.

13. In short, Argentina has exhausted all legal avenues to resist Blue Ridge's claim and its obligation to comply with the Award, and is in breach of its obligations under the U.S.-Argentina bilateral investment treaty and the ICSID Convention.

#### **Cause of Action**

14. Blue Ridge repeats and realleges the allegations contained in paragraphs 1 to 13 as if fully set forth herein.

15. The United States and Argentina are signatories to the ICSID Convention. Awards issued pursuant to the ICSID Convention are subject to automatic recognition and enforcement in the United States under 22 U.S.C. § 1650a.

16. An arbitration award under the ICSID Convention has been issued in CMS's favor and assigned properly to Blue Ridge.

17. Accordingly, Blue Ridge is entitled to an order confirming such arbitral award pursuant to Article 54 of the ICSID Convention and 22 U.S.C. § 1650a, and entering judgment thereon in the amount of \$133.2 million, plus interest.

**Prayer for Relief**

WHEREFORE, Blue Ridge respectfully asks the Court to enter judgment:

(a) Confirming the May 12, 2005 Award of the ICSID arbitration tribunal in favor of CMS against Argentina, pursuant to Article 54 of the ICSID Convention and 22 U.S.C. § 1650a;

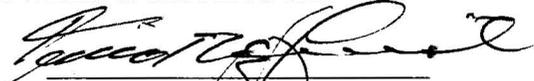
(b) Awarding Blue Ridge, as successor in interest to CMS, the sum of \$133.2 million, plus interest from the date of May 12, 2005;

(c) Awarding Blue Ridge its costs in this action, including reasonable attorneys' fees and disbursements;

(d) Granting such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
January 8, 2010

CROWELL & MORING LLP

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