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**Translation of the Judgment by the Paris Court of Appeal,
Division 5, Chamber 16, 10 March 2026, n. 23/08160**

Translated by Jessica Rado*

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The Paris Court of Appeal, in its decision of 10 March 2026, rejected Turkey's application to partially annul an ICC arbitral award arising from the Iraq–Turkey Pipeline (ITP) Agreements governing the transport of Iraqi crude oil between Kirkuk and Ceyhan. Turkey argued that the arbitral tribunal exceeded its mandate by applying international law to the merits despite Article 10 of the 2010 Amendment providing that 'French law' was the applicable law. The Court held that this reference, located within the dispute resolution clause alongside procedural elements such as the arbitral seat and language, was ambiguous and did not necessarily designate French law as governing the substantive obligations of the parties. It further emphasised that the ITP Agreements had historically been treated as treaties governed by international law and that the parties' positions during the arbitration revealed no irrevocable agreement on French law as the law applicable to the merits.

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