

INTERNATIONAL COURT OF JUSTICE

**CASE CONCERNING REQUEST RELATING TO THE RETURN OF
PROPERTY CONFISCATED IN CRIMINAL PROCEEDINGS
(EQUATORIAL GUINEA *v.* FRANCE)**

REQUEST FOR THE INDICATION OF PROVISIONAL MEASURES

3 July 2025

[Translation by the Registry]

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INTRODUCTION

1. On 29 September 2022, the Republic of Equatorial Guinea (hereinafter “Equatorial Guinea”) filed an Application with the Court instituting proceedings against the French Republic (hereinafter “France”) with regard to a dispute concerning the interpretation and application of the United Nations Convention against Corruption of 31 October 2003 (hereinafter the “Mérida Convention” or the “Convention”).

2. In accordance with the Court’s Order of 22 December 2022, Equatorial Guinea filed its Memorial on 17 July 2023 and France filed its Counter-Memorial on 19 February 2024. The Court subsequently fixed 28 July 2025 and 28 May 2026 as the respective time-limits for the filing of the Reply and the Rejoinder¹.

3. Owing to recent developments, Equatorial Guinea is hereby submitting a request for the indication of provisional measures, in accordance with Article 41 of the Statute and Article 73 of the Rules of Court, in order to preserve its rights under the Mérida Convention which are the subject of the present dispute. The conditions for the indication of provisional measures, as set out in the settled jurisprudence of the Court, are met in this case, namely:

- the prima facie jurisdiction of the Court is established (I);
- the measures in question are necessary to protect Equatorial Guinea’s right to the return of the building located at 40-42 avenue Foch (hereinafter “the building”), provided for in Article 57 of the Convention (II); and
- there is “a real and imminent risk that irreparable prejudice will be caused to the rights claimed before the Court gives its final decision”². As the Court has stated, “[t]he condition of urgency is met when the acts susceptible of causing irreparable prejudice can ‘occur at any moment’ before the Court makes a final decision on the case”³ (III).

4. As regards the developments in question, on 27 May 2025, the Agency for the Management and Recovery of Seized and Confiscated Assets (hereinafter “AGRASC”)⁴, which is under the authority of the French Ministries of Justice and Public Accounts, submitted an application to the President of the Paris *Tribunal judiciaire*, in which it requested the appointment of a court enforcement officer who could enter the building whose return is sought by Equatorial Guinea from France on the basis of the Convention. AGRASC’s request was granted by an Order of 3 June 2025⁵.

5. Consequently, on the morning of 18 June 2025, at around 8.30 a.m., a commissioner of the French judicial police, officers of the judicial police, officers of the national police, AGRASC officials, as well as officers from a private security company and locksmiths presented themselves at

¹ *Request relating to the Return of Property Confiscated in Criminal Proceedings (Equatorial Guinea v. France)*, Order of 27 February 2025.

² *Application of the Convention on the Prevention and Punishment of the Crime of Genocide in the Gaza Strip (South Africa v. Israel)*, Provisional Measures, Order of 26 January 2024, *I.C.J. Reports 2024*, p. 24, para. 61.

³ *Ibid.*; *Allegations of Genocide under the Convention on the Prevention and Punishment of the Crime of Genocide (Ukraine v. Russian Federation)*, Provisional Measures, Order of 16 March 2022, *I.C.J. Reports 2022 (I)*, p. 227, para. 66.

⁴ Application of AGRASC seeking the appointment of a court enforcement officer, 27 May 2025 (Ann. 1).

⁵ Order of the first President of the Paris *Tribunal judiciaire*, 3 June 2025 (Ann. 2).

the building, accompanied by police dogs. They entered the building in the absence of its occupants and without informing them in advance. They then proceeded to change the locks of the main and rear doors of the building's first, second and third floors used by Equatorial Guinea, and took away the keys for the new locks. The officers also smashed the surveillance cameras and destroyed the gate's automatic opening system, denying access to vehicles.

6. On the same day, the Ministry of Foreign Affairs, International Co-operation and Diaspora of Equatorial Guinea transmitted a Note Verbale to the Ministry for Europe and Foreign Affairs of France⁶. By that Note Verbale, Equatorial Guinea strongly objected to this intrusion into the building by agents of the French State.

7. On 19 June 2025, the French Ministry for Europe and Foreign Affairs responded by Note Verbale⁷, stating that it "had not been informed in advance of the launch of that operation by [AGRASC]" and offering assurances of its "hope that a solution to the situation can be found as soon as possible in accordance with both French and international law", without proposing any solution.

8. On 24 June 2025, Equatorial Guinea communicated the developments of 18 June 2025 to the Court by letter. In that letter, it also asked France to provide, by no later than 27 June 2025, assurances of its commitment not to cause irreparable prejudice to Equatorial Guinea or to further aggravate the dispute or make it more difficult to resolve⁸. To date, France has failed to provide any assurances that it will not proceed with the sale of the building at any moment, before the Court is able to decide the dispute on the merits. This regrettable silence and the grave risks it foretells leaves Equatorial Guinea with no other choice than to seek the indication of provisional measures by the Court.

9. Equatorial Guinea requests the Court to indicate the measures sought (IV) and to treat this Request as a matter of priority and utmost urgency, in accordance with Article 74, paragraph 1, and Article 75 of its Rules.

I. PRIMA FACIE JURISDICTION

10. As Equatorial Guinea noted in its Application instituting proceedings⁹, the Court's jurisdiction in this case is based on Article 66 of the Convention, which constitutes its compromissory clause. That provision 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

⁶ Note Verbale from the Ministry of Foreign Affairs, International Co-operation and Diaspora of Equatorial Guinea to the Ministry for Europe and Foreign Affairs of France, No. 4961/025, 18 June 2025 (Ann. 3).

⁷ Note Verbale from the Ministry for Europe and Foreign Affairs of France to the Ministry of Foreign Affairs, International Co-operation and Diaspora of Equatorial Guinea, NV2025-0247803, 19 June 2025 (Ann. 4).

⁸ Communication from the Agent of the Republic of Equatorial Guinea to the Court, 24 June 2025 (Ann. 5).

⁹ Application instituting proceedings, 29 Sept. 2022, paras. 17-20.

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.” (Emphasis added.)

11. Both Equatorial Guinea and France are parties to the Convention, Equatorial Guinea since 30 May 2018 and France since 11 July 2005. Neither Party has made a reservation to Article 66 regarding the settlement of disputes.

12. Equatorial Guinea has endeavoured to settle the dispute through negotiation with France, in accordance with Article 66, paragraph 1, but the negotiations initiated by Equatorial Guinea pursuant to Article 66, paragraph 2, could not be brought to a successful conclusion within a reasonable time. Lastly, 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 response¹⁰.

13. It is therefore Equatorial Guinea’s position that the preconditions for the seisin of the Court, provided for in Article 66 of the Convention, have been satisfied.

14. With regard to the Court’s jurisdiction at this stage of the proceedings, the Court “may indicate provisional measures only if the provisions relied on by the Applicant appear, *prima facie*, to afford a basis on which its jurisdiction could be founded, but need not satisfy itself in a definitive manner that it has jurisdiction as regards the merits of the case”¹¹.

15. In order to determine whether the Court has *prima facie* jurisdiction, the acts complained of must therefore be *prima facie* “capable of falling within the provisions of [the Convention]”, with the result that “the dispute is one which the Court could have jurisdiction *ratione materiae* to entertain”¹².

16. As stated above, the acts complained of by Equatorial Guinea are in violation of France’s obligation to return property and to co-operate in securing the return of property, and the return of the building in particular, pursuant to the Convention. France holds otherwise. The [dispute]

¹⁰ *Ibid.*, paras. 11-16.

¹¹ See *Application of the Convention on the Prevention and Punishment of the Crime of Genocide in Sudan (Sudan v. United Arab Emirates), Provisional Measures, Order of 5 May 2025*, para. 1[8]; *Application of the Convention on the Prevention and Punishment of the Crime of Genocide in the Gaza Strip (South Africa v. Israel), Provisional Measures, Order of 26 January 2024, I.C.J. Reports 2024*, p. 11, para. 15; *Allegations of Genocide under the Convention on the Prevention and Punishment of the Crime of Genocide (Ukraine v. Russian Federation), Provisional Measures, Order of 16 March 2022, I.C.J. Reports 2022 (I)*, pp. 217-218, para. 24.

¹² *Alleged Violations of the 1955 Treaty of Amity, Economic Relations, and Consular Rights (Islamic Republic of Iran v. United States of America), Provisional Measures, Order of 3 October 2018, I.C.J. Reports 2018 (II)*, p. 632, para. 30.

therefore “concern[s] the interpretation or application” of the Convention, in accordance with Article 66, paragraph 2, thereof, and thus falls within the scope of that instrument. The Court could therefore have jurisdiction *ratione materiae* to entertain the dispute.

II. THE PLAUSIBLE RIGHTS WHOSE PROTECTION IS SOUGHT

17. The Court’s power to indicate provisional measures under Article 41 of its Statute is intended to:

“preserv[e] . . . the respective rights claimed by the parties in a case, pending its decision on the merits thereof. It follows that the Court must be concerned to preserve by such measures the rights which may subsequently be adjudged by it to belong to either party. Therefore, the Court may exercise this power only if it is satisfied that the rights asserted by the party requesting such measures are at least plausible.”¹³

18. According to the Court’s jurisprudence, “[a]t this stage of the proceedings, the Court is not called upon to determine definitively whether the right which Equatorial Guinea wishes to see protected exists; it need only decide whether the right claimed by Equatorial Guinea on the merits, and for which it is seeking protection, is plausible”¹⁴.

19. In its Application instituting proceedings, Equatorial Guinea asks the Court to adjudge and declare that France has an obligation to return several items of property, including the building, in accordance with the provisions of the Mérida Convention. The present Request for the indication of provisional measures concerns only the building. By it, Equatorial Guinea is seeking the protection of its right to the return of the building, as guaranteed by the Convention, before AGRASC proceeds to offer it for sale¹⁵.

20. The offering for sale of the building by AGRASC would directly violate Equatorial Guinea’s right to the return of the property, which is at the heart of the present proceedings, as well as its right to the co-operation and assistance of France in securing the return of property.

21. Further, “a link must exist between the rights whose protection is sought and the provisional measures being requested”¹⁶. In this regard, this Request for the indication of provisional

¹³ See *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. 126, para. 63.

¹⁴ See *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. 422, para. 4[4]; *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. 126, para. 6[4]; *Immunities and Criminal Proceedings (Equatorial Guinea v. France), Provisional Measures, Order of 7 December 2016, I.C.J. Reports 2016 (II)*, p. 1167, para. 78.

¹⁵ Letter from the Agency for the Management and Recovery of Seized and Confiscated Assets (AGRASC) to the occupants of the building, 29 July 2022 (Memorial, Ann. 34).

¹⁶ *Application of the Convention on the Prevention and Punishment of the Crime of Genocide in the Gaza Strip (South Africa v. Israel), Provisional Measures, Order of 26 January 2024, I.C.J. Reports 2024*, p. 17, para. 36; *Allegations of Genocide under the Convention on the Prevention and Punishment of the Crime of Genocide (Ukraine v. Russian Federation), Provisional Measures, Order of 16 March 2022, I.C.J. Reports 2022 (I)*, p. 224, para. 51.

measures submitted by Equatorial Guinea is directly linked to one of the “rights whose protection is sought”¹⁷ in its Application, namely the right to the return of the property.

22. In other words, the provisional measures sought in this Request are intended to protect Equatorial Guinea against irreparable violations of its right to the return of the building, and to co-operation and assistance in this regard. These measures are being sought pending the Court’s decision on the merits of the case, and are aimed at preserving Equatorial Guinea’s right to the return of the property for the duration of the present proceedings.

III. THE RISK OF IRREPARABLE PREJUDICE AND URGENCY

23. The sale of the building would deprive Equatorial Guinea not only of its right to the return of the property, but also of its right to seek restitution in kind, considered the main form of reparation in international law, in accordance with the principles of sovereign equality and non-intervention in the domestic affairs of other States.

24. The Court,

“pursuant to Article 41 of its Statute, has the power to indicate provisional measures when there is a risk that irreparable prejudice could be caused to rights which are the subject of judicial proceedings . . . or when the alleged disregard of such rights may entail irreparable consequences”¹⁸.

25. The Court has found that the irreparable nature of a prejudice is established when “it might not be possible to restore the situation to the *status quo ante*”¹⁹.

26. The sale of the building would, first and foremost, cause irreparable prejudice to the rights of Equatorial Guinea under the Convention, by depriving it of its right to the performance of the obligation to return property and to co-operate in securing the return of property pursuant to the Convention. The sale of the building would render entirely illusory France’s obligation under Articles 1, 4, 43, 46, 51 and 57 of the Convention to co-operate with Equatorial Guinea with a view to the return of the building. In the absence of the provisional measures requested, France’s obligation would in fact become theoretical. Offering the building for sale before the Court has ruled on the merits on France’s obligation to co-operate in securing the return of property, and the return of the building in particular, would irreparably affect the Parties’ ability to negotiate on a series of questions.

27. Second, the sale would jeopardize the effectiveness of the principle of full reparation, notably through the return of the building. Indeed, the property would cease to form part of the assets of the French State — which now claims to be its owner, having expropriated it by means of criminal proceedings — through its sale at auction by AGRASC, following which ownership of the property would pass to a third party. All this would occur without Equatorial Guinea being able to exercise

¹⁷ *Ibid.*

¹⁸ *Alleged Violations of the 1955 Treaty of Amity, Economic Relations, and Consular Rights (Islamic Republic of Iran v. United States of America), Provisional Measures, Order of 3 October 2018, I.C.J. Reports 2018 (II)*, p. 645, para. 7[7].

¹⁹ *Immunities and Criminal Proceedings (Equatorial Guinea v. France), Provisional Measures, Order of 7 December 2016, I.C.J. Reports 2016 (II)*, p. 1169, para. 90.

any *droit de suite*. Furthermore, as regards the proceeds of the sale, since 2022, France has been implementing “Programme 370”, provided for by the Programming Act of 4 August 2021, which seeks to use the proceeds from the sale of so-called ill-gotten gains for purported development actions identified by France in the property’s country of origin.

28. Third, the sale of the building, that is to say the non-re-establishment of the *status quo ante*, would constitute a violation of the principles of sovereign equality and non-intervention, protected under Article 4, paragraph 1, of the Mérida Convention.

29. Moreover, as noted above, “[t]he condition of urgency is met when the acts susceptible of causing irreparable prejudice can ‘occur at any moment’ before the Court makes a final decision on the case”²⁰.

30. The urgency is evident in this case. Ever since the French President asserted during a meeting in December 2021 that France did not intend to return the disputed assets to the Government of Equatorial Guinea²¹, the French authorities have undertaken a series of concrete measures aimed at liquidating those assets²². Despite the official notification sent to the Court by Equatorial Guinea in January 2023, France has continued to pursue this course, in particular through the organization of auctions and the physical inspection of the building in question on 18 June 2025²³. These successive measures, which are gradual but decisive, demonstrate that the sale of the building could occur at any moment. Such a risk calls for the Court to intervene as a matter of urgency in order to prevent any change to the status quo while it is seised of the case.

31. Moreover, France has had the opportunity to provide both Equatorial Guinea and the Court with assurances that it has no intention of proceeding with the sale of the building before the case has been decided on the merits but, as recalled above²⁴, it has chosen not to do so.

32. The risk of irreparable prejudice is therefore imminent and real: Equatorial Guinea risks suffering a violation of its right to have the building permanently returned to it as a result of a sale that could happen at any moment, in the absence of guarantees from the French Party.

IV. PROVISIONAL MEASURES REQUESTED

33. On the basis of all the foregoing facts and arguments, Equatorial Guinea asks the Court to indicate, pursuant to Article 41 of its Statute, the following provisional measures:

²⁰ *Application of the Convention on the Prevention and Punishment of the Crime of Genocide in the Gaza Strip (South Africa v. Israel), Provisional Measures, Order of 26 January 2024, I.C.J. Reports 2024*, p. 24, para. 61; *Allegations of Genocide under the Convention on the Prevention and Punishment of the Crime of Genocide (Ukraine v. Russian Federation), Provisional Measures, Order of 16 March 2022, I.C.J. Reports 2022 (I)*, p. 227, para. 66.

²¹ Note Verbale from the Minister for Foreign Affairs of Equatorial Guinea to the Embassy of France in Equatorial Guinea, No. 192/022, 6 Jan. 2022 (Memorial, Ann. 22)

²² Letter from the Agent of the Republic of Equatorial Guinea to the Registrar of the International Court of Justice, 28 Jan. 2023 (Ann. 6).

²³ See the letter sent by the Agent of the Republic of Equatorial Guinea to the Registrar on 28 January 2023 and the Registrar’s response dated 30 January 2023, No. 158421.

²⁴ See para. 9 above.

- (a) France must take all necessary measures to ensure that the building is not offered for sale;
- (b) France must ensure that Equatorial Guinea has immediate, full and unimpeded access to the entire building;
- (c) France must refrain from any action which might aggravate or extend the dispute before the Court or make it more difficult to resolve.

34. Equatorial Guinea reserves the right to seek new provisional measures in order to avoid irreparable prejudice being caused to the rights in question in this case, or to prevent the dispute between the Parties from being further aggravated, should such measures become necessary during the present proceedings. It also reserves the right to revise, supplement or amend the grounds invoked.

Done at The Hague, 3 July 2025.

(Signed) Mr Carmelo NVONO-NCÁ,

Agent of the Republic of Equatorial Guinea.

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- Annex 2** Order of the first President of the Paris *Tribunal judiciaire*, 3 June 2025
- Annex 3** Note Verbale from the Ministry of Foreign Affairs, International Co-operation and Diaspora of Equatorial Guinea to the Ministry for Europe and Foreign Affairs of France, No. 4961/025, 18 June 2025.
- Annex 4** Note Verbale from the Ministry for Europe and Foreign Affairs of France to the Ministry of Foreign Affairs, International Co-operation and Diaspora of Equatorial Guinea, NV2025-0247803, 19 June 2025
- Annex 5** Communication from the Agent of the Republic of Equatorial Guinea to the Court, 24 June 2025
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