

IN THE SUPREME COURT OF BELIZE, A.D. 2005

ACTION NO. 146

IN THE MATTER of an Order granted by the United States District Court Southern District of Florida on the 11th March, 2005 in the matter of Belize Telecom Ltd and Innovative Communication Company LLC v The Government of Belize

AND

IN THE MATTER of an interpretation of the Reciprocal Enforcement of Foreign Judgments Act, Chapter 171 of the Substantive Laws of Belize, Revised Edition 2000 – 2003

THE ATTORNEY GENERAL

PLAINTIFF

BETWEEN AND

**BELIZE TELECOM LTD
and
INNOVATIVE COMMUNICATION
COMPANY LLC**

DEFENDANTS

—
BEFORE the Honourable Abdulai Conteh, Chief Justice.

Mr. Elson Kaseke, Solicitor General, for the Plaintiff.
Mr. Lionel Welch for the Defendant.

—
RULING

Having listened carefully to both the learned Solicitor General for the applicant and Mr. Welch for the Defendants, I am afraid I have to accede to the submission of the learned Solicitor General that the Order of the Court of South Florida in the United States of America of 11 March 2005 is not one which is either enforceable or effective in Belize.

This is the principal question raised for determination in the Originating Summons in this matter: whether on a true interpretation of

the Reciprocal Enforcement of Judgments Act, Chapter 171, the said order is enforceable or effective in Belize.

I find and hold that on a true interpretation of the Reciprocal Enforcement of Judgment Act, Chapter 171, the said order of the U.S. District Court Southern District of Florida of 11 March 2005 is neither enforceable nor effective in Belize for the following reasons:

- 1) It is common ground that the order itself is an interim one and not final and conclusive.
- 2) The order finds no place, in my view, to qualify as “a judgment” or “order” under the provision of section 7(1) of Chapter 171.
- 3) The United States of America is, on the evidence before me, not one of the countries to which, by mutuality the benefits of Chapter 171 have been extended. That is to say, the judgments or order of the Courts of the United States of America are, for now, not within the beneficent provisions of Chapter 171.
- 4) Even if action were to be brought on the Order itself, given its interim nature and quality, I doubt if this would be successful as it is neither final or conclusive as to the issues between the parties, whatever these may be.
- 5) I am not satisfied that on the evidence before me, there is in effect, a binding and effective jurisdiction agreement between the parties. On the evidence, there is a Share Pledge Agreement which provides in section 20 for *governing law, submission to jurisdiction and venue*. But I am not satisfied or convinced that the substantive issue between the parties relating to the sale and purchase of the shares of Belize

Telecommunications Ltd. (BTL) is the subject of a jurisdiction agreement and, in any event, I think section 20 can only refer and relate to the Share Pledge Agreement, distinct and separate from the Agreement to sell and buy the shares of BTL.

- 6) I am also troubled by the fact that a foreign Court whose jurisdiction has not been clearly established before me could issue orders as to the removal and reinstatement of directors and the sale of shares of a company that is Belizean, incorporated in Belize and whose headquarters and operations are based here in Belize.

I should point out that this application is not related to any arbitral proceedings wherein it could be said that the parties had submitted to an arbitral forum, local or foreign, to decide issues in dispute between them.

The order of the foreign Court of March 11, 2005 arises out of an *ordinary litigation* and I find, absent the application of the provisions of Chapter 171 or an action at common law, that order is for now, unenforceable or ineffective in Belize.

Accordingly, I find and hold that the said Order is on a true and proper construction of Chapter 171 not enforceable or effective in Belize.

A. O. CONTEH
Chief Justice

DATED: 15th March, 2005.