

Google's Most Valuable Asset? Well-Drafted Exclusive Jurisdiction Clauses: The English High Court Grants Anti-Enforcement Relief Against Russian Judicial Overreach

by Joseph Lewin, Yelim Jun, and Miles Rennie

Google LLC v NAO Tsargrad Media [2025] EWHC 94

The English High Court upheld Google's claims for final anti-enforcement (**AEIs**) and ancillary anti-anti-suit (**AASIs**) injunctive relief against three Russian media companies (NAO Tsargrad Media, TV-Novosti (operator of RT) and NFPT (linked to the Russian Orthodox Church) (the **Respondent Russian Media Companies**)).

Facts and Background

Between August 2020 and March 2022, Google terminated the Google and YouTube accounts of the Respondent Russian Media Companies on grounds of international sanctions imposed on Russian entities and individuals.

The Respondent Russian Media Companies initiated proceedings in the Moscow Arbitrazh Court despite English law and exclusive English jurisdiction clauses in the relevant Google Terms and Conditions.

The Moscow Arbitrazh Court held that it had exclusive jurisdiction over the dispute pursuant to Article 248.1 of the 2020 amendment to the Arbitrazh Procedural Code, which enables the Russian courts to disregard foreign exclusive forum and jurisdiction clauses over disputes involving sanctioned entities.

The Moscow Arbitrazh Court ordered the reinstatement of the terminated accounts, as well as significant penalties for non-compliance known as "*astreintes*" (penalty payments which compound on a periodic basis). The total penalties imposed by the Court on Google alone exceeded "*the pounds sterling equivalent of around £1.85 octillion*": a figure which Mr Justice Henshaw in the subsequent High Court case noted was "*about 20 trillion times greater than the estimated GDP of all the economies in the world*" (at [43]).

The decisions of the Moscow Arbitrazh Court resulted in the seizure of Google's assets

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in Russia worth more than £50 million.

Google applied to the English Court for an anti-enforcement injunction (in respect of the decisions of the Arbitrazh Court) and anti-anti-suit injunctive relief (in respect of any anti-suit injunction that may be granted by the Arbitrazh Court).

The Judgment

The English High Court granted the AEIs and AASIs sought by Google. These orders seek to prevent global recognition or enforcement of the Russian judgments (outside of Russia).

While the Court acknowledged that under Section 37(1) of the Senior Courts Act 1981 "*there is no distinct jurisdictional requirement that the case be exceptional*" (at [82(iii)]), it noted that AEIs "*are rarely granted, because delay and/or comity considerations usually make it inappropriate to grant such an injunction.*" (at [82(iv)])

However, in granting the AEIs and AASIs, Mr Justice Henshaw emphasised the "*strong international policy of giving effect to agreements to arbitrate disputes*" (at [80]), and enforcing parties' choice of jurisdiction clauses and ruled that the Russian proceedings had breached contractual agreements which were not displaced by Article 248.1 of the Arbitrazh Procedural Code.

While the Court accepted that delays in seeking relief can be relevant, the Court held that Google had "*acted with appropriate speed*" (at [114(v)]), finding that the need for AEIs only arose once enforcement proceedings were commenced; and that Google reasonably believed that any attempts to seek ASIs would have been futile before the Arbitrazh Court.

The Court also strongly condemned the "*astreinte*" penalties as disproportionate and punitive, describing the penalties as: "*extravagant, indeed other-worldly, sums of money of a penal nature and (at least now) bearing no relationship to any measure of compensatory damages.*" (at [114(vi)])

Commentary

There are several key takeaways from this case:

1. **Significance of Jurisdiction Clauses:** The case reaffirms the importance of contractual jurisdiction clauses and the willingness of the English courts to prevent the enforcement of judgments obtained in breach of agreed dispute resolution mechanisms.
2. **Exceptional Nature of AEIs:** While AEIs are rarely granted, the Court will issue AEIs where enforcement threatens fundamental principles of justice.
3. **Delay in Seeking an AEI Does Not Automatically Bar Relief:** Delay does not inherently preclude an AEI if there is a valid reason for the delay. In this case, Google's strong jurisdictional arguments in Russia and the evolving enforcement risk justified its later application for relief.

