

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

Sigma Constructores, S.A. v. Republic of Guatemala

Civil Action No. 24-3055 (SLS) (D.D.C. Feb. 10, 2026) · No. Civil Action No. 24-3055 (SLS) · Decided February 10, 2026

SUMMARY

The United States District Court for the District of Columbia denies Guatemala’s motion to dismiss, stay, or transfer a petition by Sigma Constructores, S.A. seeking confirmation of an arbitral award arising from the early termination of a highway construction contract. The court concludes that the Foreign Sovereign Immunities Act’s arbitration exception provides subject-matter and personal jurisdiction, and that the petition falls within the implementing provisions of the New York and Panama Conventions. The court also declines to apply forum non conveniens or stay the proceedings at this stage.

CASE DETAILS

COURT	United States District Court for the District of Columbia
WRITING FOR THE COURT	Sparkle L. Sooknanan
JURISDICTION	United States District Court for the District of Columbia
DECIDED	February 10, 2026
DOCKET	Civil Action No. 24-3055 (SLS)
DISPOSITION	other
PROCEDURAL POSTURE	Sigma petitioned to confirm a foreign arbitral award under the Federal Arbitration Act and the New York and Panama Conventions. Guatemala moved to dismiss for lack of subject-matter and personal jurisdiction and forum non conveniens, or alternatively to stay the action pending related proceedings in Guatemala.
STANDARD OF REVIEW	Jurisdiction was considered under the FSIA and the FAA’s implementing provisions for the Conventions. The request for a stay was reviewed under the district court’s discretionary authority and the Europcar factors. Forum non conveniens was evaluated under binding D.C. Circuit precedent.
PRECEDENTIAL VALUE	published district court memorandum opinion; persuasive authority within the District of Columbia but not binding beyond the court’s application of controlling D.C. Circuit precedent

TOPICS

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether the FSIA arbitration exception, 28 U.S.C. § 1605(a)(6), supplied subject-matter and personal jurisdiction over Guatemala in an action to confirm a Guatemalan arbitral award under the New York and Panama Conventions.
2. Whether the court should stay the confirmation proceeding pending Guatemala's ongoing proceedings to challenge the award.
3. Whether forum non conveniens was available in a Convention proceeding to confirm a foreign arbitral award.

HOLDINGS

1. The FSIA arbitration exception applies because the action seeks confirmation of an arbitral award made pursuant to an arbitration agreement with a foreign state, and the award is potentially governed by the New York Convention. The exception therefore supplies subject-matter jurisdiction, and, because Guatemala was served, personal jurisdiction as well.
2. A stay was unwarranted at this stage. The Convention's permissive stay provision leaves the decision to the district court's discretion, and the relevant factors primarily weighed against a stay or were neutral. Guatemala may renew its request before judgment.
3. Forum non conveniens is unavailable in the D.C. Circuit for proceedings to confirm foreign arbitral awards.
4. Although a confirmation petition is not a pleading and Rule 12(b) defenses technically do not apply, a court may construe a foreign sovereign's jurisdictional Rule 12(b) motion as a proper written motion under Rule 7(b) and address the jurisdictional issues.

KEY QUOTATIONS

“Because none of these arguments are availing, the Court denies Guatemala’s motion in its entirety.” (1)

“At bottom, the “FSIA’s arbitration exception” requires only “(1) an arbitration agreement, (2) an arbitral award, and (3) a treaty potentially governing confirmation.”” (19)

“The very purpose of the New York Convention is to allow satisfaction of arbitral awards without “enforc[ing] them [in] a court in the country of the arbitral situs” and waiting for those proceedings to become “final.”” (22-23)

“binding circuit precedent dictates that forum non conveniens is not available in proceedings to confirm a foreign arbitral award because only U.S. courts can attach foreign commercial assets found within the United States.” (30)

FACTUAL BACKGROUND

Sigma, a Guatemalan construction company, and Guatemala entered into a 2014 contract for construction of approximately 100 kilometers of public highways. Guatemala unilaterally terminated the contract in 2017 and offered approximately \$4.6 million in compensation; Sigma disputed the valuation and commenced arbitration. On October 27, 2021, the arbitral tribunal awarded Sigma more than \$37 million plus post-judgment interest. Guatemala pursued review and related constitutional proceedings in Guatemala, including proceedings that resulted in a stay of a Guatemalan confirmation judgment.

PROCEDURAL HISTORY

Sigma and Guatemala entered into a highway construction contract containing a binding arbitration provision. After an arbitral tribunal in Guatemala awarded Sigma more than \$37 million following Guatemala's termination of the contract, Guatemala pursued proceedings in Guatemalan courts to set aside or challenge the award. Sigma filed this confirmation action in the District Court for the District of Columbia on October 25, 2024. The court denied Guatemala's motion to dismiss and alternative request for a stay, without prejudice to a later stay motion.

DISPOSITION

other

CASES CITED

- Republic of Hungary v. Simon, 604 U.S. 115 (2025)
- CC/Devas (Mauritius) Ltd. v. Antrix Corp., 605 U.S. 223 (2025)
- Permanent Mission of India to the United Nations v. City of New York, 551 U.S. 193 (2007)
- Bolivarian Republic of Venezuela v. Helmerich & Payne International Drilling Co., 581 U.S. 170 (2017)
- Scherk v. Alberto-Culver Co., 417 U.S. 506, 516-20 & n.15 (1974)
- Yusuf Ahmed Alghanim & Sons v. Toys “R” Us, Inc., 126 F.3d 15, 22 (2d Cir. 1997)
- Karaha Bodas Co. v. Perusahaan Pertambangan Minyak Dan Gas Bumi Negara, 335 F.3d 357, 366-68 (5th Cir. 2003)
- Parsons & Whittemore Overseas Co. v. Societe Generale de L’Industrie du Papier, 508 F.2d 969, 973 (2d Cir. 1974)
- China Minmetals Materials Import & Export Co. v. Chi Mei Corp., 334 F.3d 274, 283 (3d Cir. 2003)
- GE Energy Power Conversion France SAS v. Outokumpu Stainless USA, LLC, 590 U.S. 432, 439, 442 (2020)
- TermoRio S.A. E.S.P. v. Electranta S.P., 487 F.3d 928, 932-35, 940 (D.C. Cir. 2007)
- Esso Exploration & Production Nigeria Ltd. v. Nigerian National Petroleum Corp., 40 F.4th 56, 62 n.2 (2d Cir. 2022)

- *Compania de Inversiones Mercantiles S.A. v. Grupo Cementos de Chihuahua S.A.B. de C.V.*, 58 F.4th 429, 447 (10th Cir. 2023)
- *Corporacion AIC, SA v. Hidroelectrica Santa Rita S.A.*, 66 F.4th 876, 889 (11th Cir. 2023) (en banc)
- *Vantage Deepwater Co. v. Petrobras America, Inc.*, 966 F.3d 361, 370 (5th Cir. 2020)
- *International Insurance Co. v. Caja Nacional de Ahorro y Seguro*, 293 F.3d 392, 396 n.9 (7th Cir. 2002)
- *Creighton Ltd. v. Government of State of Qatar*, 181 F.3d 118, 121-23 (D.C. Cir. 1999)
- *Process & Industrial Developments Ltd. v. Federal Republic of Nigeria*, 27 F.4th 771, 773-76 (D.C. Cir. 2022)
- *Zhongshan Fucheng Industrial Investment Co. LTD v. Federal Republic of Nigeria*, 112 F.4th 1054, 1064, 1074 (D.C. Cir. 2024)
- *LLC SPC Stileks v. Republic of Moldova*, 985 F.3d 871, 876 n.1, 879-80 (D.C. Cir. 2021)
- *Compañía de Inversiones Mercantiles, S.A. v. Grupo Cementos de Chihuahua S.A.B. de C.V.*, 970 F.3d 1269, 1298 (10th Cir. 2020)
- *Chromalloy Aeroservices v. Arab Republic of Egypt*, 939 F. Supp. 907, 909-13 (D.D.C. 1996)
- *Diag Human S.E. v. Czech Republic Ministry of Health*, 907 F.3d 606, 611-12 (D.C. Cir. 2018)
- *Tatneft v. Ukraine*, 21 F.4th 829, 837, 840-41 (D.C. Cir. 2021)
- *Belize Social Development Ltd. v. Government of Belize*, 668 F.3d 724, 732 (D.C. Cir. 2012)
- *NextEra Energy Global Holdings B.V. v. Kingdom of Spain*, 112 F.4th 1088, 1105 (D.C. Cir. 2024)
- *TMR Energy Ltd. v. State Property Fund of Ukraine*, 411 F.3d 296, 303 (D.C. Cir. 2005)
- *Figueiredo Ferraz E Engenharia de Projeto Ltda. v. Republic of Peru*, 665 F.3d 384, 392-99 (2d Cir. 2011)
- *In re Arbitration between Monegasque de Reassurances S.A.M. v. Nak Naftogaz of Ukraine*, 311 F.3d 488, 494-96 (2d Cir. 2002)
- *Antrix Corp. v. Devas Multimedia Private Ltd.*, 605 U.S. 223, 237 (2025)