

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
NEW YORK

R.W. Chelsea Energie Ltd.; Symbion Power Holdings LLC; and
Symbion Power LLC v. Vision Indian Ocean (V.I.O.) SA

R.W. Chelsea Energie Ltd. · No. 24 Civ. 6790 (DEH) · Decided December 1, 2025

SUMMARY

The United States District Court for the Southern District of New York denied Petitioners’ request to vacate an ICDR arbitration award concerning a Shareholders’ Agreement for the rehabilitation of a power plant in Madagascar. The Court held that the arbitrator did not refuse to consider material evidence, exceed her authority by adjudicating counterclaims before payment of a filing fee, or manifestly disregard applicable Mauritian anti-money-laundering law. The Court confirmed the award and granted Respondent 10% annual prejudgment interest from the award date, plus statutory post-judgment interest.

CASE DETAILS

COURT	United States District Court for the Southern District of New York
WRITING FOR THE COURT	Dale E. Ho
JURISDICTION	United States District Court for the Southern District of New York
DECIDED	December 1, 2025
DOCKET	24 Civ. 6790 (DEH)
DISPOSITION	approved
PROCEDURAL POSTURE	Petitioners moved under the Federal Arbitration Act to vacate an international arbitration award. Respondent cross-moved to confirm the award and requested prejudgment and post-judgment interest.
STANDARD OF REVIEW	Highly deferential review under the Federal Arbitration Act; an arbitration award is presumed valid and may be vacated only on the narrow grounds in 9 U.S.C. § 10, the Second Circuit's manifest-disregard doctrine, or other applicable enforcement defenses. The court does not conduct de novo review or reassess the arbitrator's evidentiary findings.
PRECEDENTIAL VALUE	unpublished district court opinion

PARTIES

R.W. Chelsea Energie Ltd., Symbion Power Holdings LLC, Symbion Power LLC v. Vision Indian Ocean (V.I.O.) SA

TOPICS

arbitration commercial litigation contracts civil procedure prejudgment interest

PRACTICE AREAS

arbitration commercial litigation contracts civil procedure remedies

QUESTIONS PRESENTED

1. Whether the arbitration award should be vacated under Federal Arbitration Act § 10(a)(3) because the arbitrator allegedly refused to hear pertinent and material evidence or conducted a fundamentally unfair proceeding.
2. Whether the award should be vacated under Federal Arbitration Act § 10(a)(4) because the arbitrator allegedly exceeded her authority by adjudicating Respondent's counterclaims before payment of an applicable AAA filing fee.
3. Whether the arbitrator manifestly disregarded Mauritian anti-money-laundering law by finding that it did not excuse Petitioners' failure to transfer the shares.
4. Whether confirmation of the award would violate the public-policy exception in Article V(2)(b) of the New York Convention.
5. Whether Respondent was entitled to prejudgment interest from the date of the award and mandatory post-judgment interest under 28 U.S.C. § 1961(a).

HOLDINGS

1. Vacatur was not warranted because the arbitrator considered the evidence Petitioners claimed had been excluded; Petitioners' disagreement with the weight assigned to that evidence did not establish fundamentally unfair arbitral proceedings.
2. The arbitrator did not exceed her authority by adjudicating Respondent's counterclaims before payment of the AAA filing fee because the applicable AAA rule made rejection for nonpayment permissive rather than mandatory.
3. The award was not subject to vacatur for manifest disregard of the law because the arbitrator considered the anti-money-laundering legal framework and determined that Petitioners had not established that it excused their contractual obligations.
4. The award was subject to confirmation because Petitioners did not show that enforcement would violate the narrowly construed public-policy exception in Article V(2)(b) of the New York Convention.
5. Respondent was entitled to prejudgment interest at 10 percent per annum from July 10, 2024, through entry of judgment, and to post-judgment interest at the rate specified in 28 U.S.C. § 1961(a) from entry of judgment until payment.

KEY QUOTATIONS

“A petition for vacatur, like the one before the Court, is “not an occasion for de novo review of an arbitral award.”” (Discussion § I)

“Where the losing party in an arbitration merely takes issue with the weight accorded to certain evidence actually considered by the [Arbitrator] or with the [Arbitrator’s] rejection of arguments related to such evidence, it is “clear that vacatur is not appropriate under Section 10(a)(3).”” (Discussion § I.A)

“The Second Circuit has explained that manifest disregard of the law is “is a doctrine of last resort—its use is limited only to those exceedingly rare instances where some egregious impropriety on the part of the arbitrators is apparent.”” (Discussion § I.C)

FACTUAL BACKGROUND

On November 8, 2016, Petitioners and Respondent entered a Shareholders' Agreement concerning rehabilitation of the Mandroseza Power Plant in Madagascar. In arbitration, the arbitrator found that Petitioners breached the agreement by failing to transfer 500 shares of Symbion Mandroseza Mauritius Limited to Respondent and awarded Respondent fees and expenses. Petitioners argued that Mauritian anti-money-laundering requirements, evidentiary rulings, and the handling of Respondent's counterclaims justified vacatur, while Respondent sought confirmation and interest.

PROCEDURAL HISTORY

The parties arbitrated disputes arising from a Shareholders' Agreement concerning rehabilitation of the Mandroseza Power Plant in Madagascar. The arbitrator found that Petitioners breached the agreement by failing to transfer 500 shares of Symbion Mandroseza Mauritius Limited to Respondent and awarded Respondent administrative fees, attorneys' fees, and other legal expenses. Petitioners sought vacatur, while Respondent sought confirmation. The district court denied vacatur, confirmed the award, and awarded prejudgment and post-judgment interest.

DISPOSITION

approved

CASES CITED

- Scandinavian Reinsurance Co. v. Saint Paul Fire & Marine Insurance Co., 668 F.3d 60, 71-72 (2d Cir. 2012)
- Smarter Tools Inc. v. Chongqing SENCI Import & Export Trade Co., Ltd., 57 F.4th 372, 378, 382-83 (2d Cir. 2023)
- Seneca Nation of Indians v. New York, 988 F.3d 618, 625 (2d Cir. 2021)
- Oxford Health Plans LLC v. Sutter, 569 U.S. 564, 568 (2013)
- In re Arbitration Between Interdigital Communications Corp. & Samsung Electronics Co., Ltd., 528 F. Supp. 2d 340, 352, 354 (S.D.N.Y. 2007)
- Merrill Lynch, Pierce, Fenner & Smith, Inc. v. Bobker, 808 F.2d 930, 933 (2d Cir. 1986)

- *Tempo Shain Corp. v. Bertek, Inc.*, 120 F.3d 16, 20 (2d Cir. 1997)
- *Fairchild Corp. v. Alcoa, Inc.*, 510 F. Supp. 2d 280, 287 (S.D.N.Y. 2007)
- *Wallace v. Buttar*, 378 F.3d 182, 189, 193 (2d Cir. 2004)
- *Pfeffer v. Wells Fargo Advisors, LLC*, 723 F. App'x 45, 47 (2d Cir. 2018)
- *Data & Development, Inc. v. InfoKall, Inc.*, 513 F. App'x 117, 118 (2d Cir. 2013)
- *Oldcastle Precast, Inc. v. Liberty Mutual Insurance Co.*, 838 F. App'x 649, 651 (2d Cir. 2020)
- *Banco de Seguros del Estado v. Mutual Marine Office, Inc.*, 344 F.3d 255, 262 (2d Cir. 2003)
- *Yahoo! Inc. v. Microsoft Corp.*, 983 F. Supp. 2d 310, 315 (S.D.N.Y. 2013)
- *Stolt-Nielsen S.A. v. AnimalFeeds International Corp.*, 559 U.S. 662, 671 (2010)
- *ReliaStar Life Insurance Co. v. EMC National Life Co.*, 564 F.3d 81, 85-86 (2d Cir. 2009)
- *York Research Corp. v. Landgarten*, 927 F.2d 119, 123 (2d Cir. 1991)
- *Duferco International Steel Trading v. T. Klaveness Shipping A/S*, 333 F.3d 383, 389-90 (2d Cir. 2003)
- *Westerbeke Corp. v. Daihatsu Motor Co.*, 304 F.3d 200, 208 (2d Cir. 2002)
- *Bergesen v. Joseph Muller Corp.*, 710 F.2d 928, 932-34 (2d Cir. 1983)
- *Zeiler v. Deutsch*, 500 F.3d 157, 164 (2d Cir. 2007)
- *Beijing Shougang Mining Investment Co. v. Mongolia*, 11 F.4th 144, 160 (2d Cir. 2021)
- *Commodities & Minerals Enterprise Ltd. v. CVG Ferrominera Orinoco, C.A.*, 49 F.4th 802, 809, 818 (2d Cir. 2022)
- *Telenor Mobile Communications AS v. Storm LLC*, 584 F.3d 396, 405, 410-11 (2d Cir. 2009)
- *KT Corp. v. ABS Holdings, Ltd.*, 784 F. App'x 21, 26 (2d Cir. 2019)
- *United Paperworkers International Union, AFL-CIO v. Misco, Inc.*, 484 U.S. 29, 43 (1987)
- *Agility Public Warehousing Co. K.S.C. v. Supreme Foodservice GmbH*, 495 F. App'x 149, 151 (2d Cir. 2012)
- *Shenzhen Lanteng Cyber Technology Co. v. Amazon.com Services, LLC*, No. 23 Civ. 991, 2023 WL 6276691 (S.D.N.Y. Sept. 26, 2023), *aff'd*, No. 23-7593, 2024 WL 4356307 (2d Cir. Oct. 1, 2024)
- *In re Arbitration Between Waterside Ocean Navigation Co. v. International Navigation Ltd.*, 737 F.2d 150, 153-54 (2d Cir. 1984)
- *Frommert v. Conkright*, 913 F.3d 101, 109 (2d Cir. 2019)
- *Access Bio, Inc. v. Division 5 Labs, Inc.*, No. 23 Civ. 4820, 2023 WL 7103305, at *3 (S.D.N.Y. Oct. 27, 2023)
- *Jones v. UNUM Life Insurance Co. of America*, 223 F.3d 130, 139 (2d Cir. 2000)
- *Oracle Corp. v. Wilson*, 276 F. Supp. 3d 22, 34 (S.D.N.Y. 2017)
- *Lewis v. Whelan*, 99 F.3d 542, 545 (2d Cir. 1996)