

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ALTOS HORNOS DE MEXICO, S.A.B.	)	
DE C.V.,	)	Docket No. _____
	)	
Petitioner,	)	
	)	<b>PETITION TO CONFIRM</b>
-against-	)	<b><u>ARBITRATION AWARD</u></b>
	)	
ROCK RESOURCE LIMITED,	)	
	)	
Respondent.	)	
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For its petition to confirm an international arbitration award, Petitioner Altos Hornos de Mexico, S.A.B. de C.V. (“AHMSA”), through its undersigned counsel, alleges:

1. On May 22, 2014, a panel of arbitrators of the International Chamber of Commerce, International Court of Arbitration (“ICC”), rendered a Final Award in the amount of \$89,000 in favor of AHMSA and against Rock Resource (the “Award”) in the arbitration entitled *Rock Resource Limited v. Altos Hornos de Mexico, S.A.B. de C.V.*, ICC Case No. 18133/CYK (the “Arbitration”).

2. Petitioner seeks confirmation of the Award pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 9 and 207.

**The Parties**

3. Petitioner AHMSA is a corporation organized under the laws of the United Mexican States (“ Mexico”) with its principal office in Mexico City.

4. Respondent Rock Resource is a corporation organized under the laws of Hong Kong, People’s Republic of China (“PRC”), with its principal office in Hong Kong.

### **Jurisdiction and Venue**

5. The Award resolved a dispute between a Chinese claimant (Rock Resource) against a Mexican respondent (AHMSA, which is the petitioner herein but was designated the “Respondent” in the arbitration), concerning whether the parties entered into a binding contract requiring AHMSA to purchase from Rock Resource a shipment of Venezuelan hot briquetted iron (“HBI”). The parties arbitrated this dispute before the ICC pursuant to a written agreement signed by both of them.

6. The Award arose out of a commercial legal relationship that falls under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958 (the “Convention”). Mexico, PRC, and the United States are signatories to the Convention.

7. The Award is governed by the Federal Arbitration Act, Chapters 1 and 2.

8. The Court has subject-matter jurisdiction under 9 U.S.C. § 203.

9. Venue is proper under 9 U.S.C. § 204 because the place of arbitration, designated in the parties’ arbitration agreement, is New York City, New York.

### **Arbitration Agreement**

10. On or about August 12, 2011, Rock Resource commenced an arbitration against AHMSA by filing a Request for Arbitration with the ICC. A true and correct copy of that Request for Arbitration is attached as Exhibit A to the Declaration of Gilbert A. Samberg dated March 6, 2015 (“Samberg Declaration”).

11. In its Request for Arbitration, Rock Resource alleged that it had entered into a binding contract with AHMSA for the sale and purchase of Venezuelan HBI. Rock

Resource further alleged that there was a Sales Contract, dated July 19, 2011 (the "Sales Contract"), and that it contained an arbitration clause. Rock Resource claimed that AHMSA breached that alleged contract by refusing to purchase the cargo, and thereby caused Rock Resource to suffer damages of \$1,125,300.

12. AHMSA did not sign the alleged Sales Contract, and AHMSA denied that the alleged Sales Contract ever became a valid or binding agreement. AHMSA also denied that it was bound by the arbitration clause contained in that alleged contract. AHMSA, however, agreed to arbitrate its dispute with Rock Resource before the ICC in accordance with its rules.

13. The parties signed a written arbitration agreement, entitled "Terms of Reference," dated March 12, 2012. A true and correct certified copy of that agreement is attached as Exhibit B to the Samberg Declaration. The Terms of Reference were executed by all parties and arbitrators.

14. Under the Terms of Reference, the parties agreed to arbitrate their dispute before a three-member arbitral tribunal of the ICC. Paragraph 13 of the Terms of Reference provided, "Respondent denies the arbitration clause, notwithstanding, Respondent accepted the invitation to arbitrate this dispute under ICC rules." Paragraph 28 of the Terms of Reference provided, "Respondent agrees that . . . this dispute shall be finally settled through arbitration conducted under ICC rules."

15. The tribunal members were Louis B. Kimmelman, Chairman (appointed by the ICC), Li Lianjun (appointed by Rock Resource), and Manuel Garcia Barrangán Martinez (appointed by AHMSA). In Paragraph 22 of the Terms of Reference, the parties confirmed that these arbitrators "have been properly and validly appointed."

16. The parties agreed that the place of arbitration would be New York City. (Terms of Reference, ¶ 24.) The tribunal conducted an evidentiary hearing in New York City on December 7, 2012, and it received written submissions from the parties both before and after that hearing.

17. The arbitration was conducted in accordance with the written arbitration agreement signed by both Rock Resource and AHMSA. That agreement concerns a transaction involving international commerce and is valid and enforceable upon such grounds that exist at law or in equity.

#### **Arbitration Award**

18. The ICC extended the time limit for rendering the final award several times, with the last such extension providing that the final award must be rendered by May 31, 2014.

19. The tribunal issued its Award on May 22, 2014. Arbitrators Kimmelman and Garcia, who were a majority of the tribunal, signed the Award. A true and correct certified copy of the Award is attached as Exhibit C to the Samberg Declaration.

20. In its Award, the tribunal held that the parties did not enter into a binding contract, and it therefore dismissed Rock Resource's claims against AHMSA. The Tribunal also held that AHMSA, the prevailing party, should recover its half of the total ICC costs of \$178,000 from Rock Resource.

21. The tribunal issued its Award in favor of AHMSA and against Rock Resource in the amount of \$89,000.

**Notice of the Award**

22. The ICC delivered a Notification of the Award, with a copy of the Award, to the parties on or about May 26, 2014. A true and correct copy of the Notification is attached as Exhibit D to the Samberg Declaration.

23. More than three months have passed since the Award was delivered to Rock Resource, and Rock Resource has not filed any application to vacate, modify, or correct the Award.

24. This Petition to Confirm Arbitration Award is timely under 9 U.S.C. § 207 because it has been filed within three years after the Award was made.

**Relief Requested**

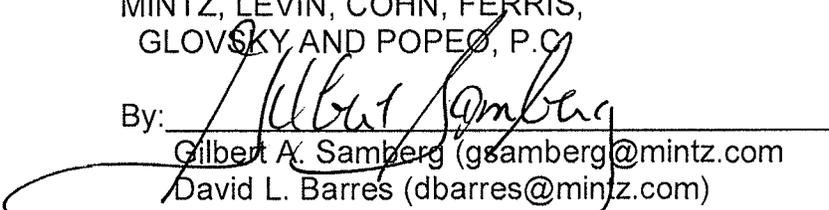
WHEREFORE, petitioner AHMSA requests that the Court enter an Order:

- (a) Confirming the Award;
- (b) Awarding attorneys' fees, costs, and such further relief as the Court deems just and proper.

Dated: March 6, 2015  
New York, New York

MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY AND POPEO, P.C.

By: \_\_\_\_\_

  
Gilbert A. Samberg (gsamberg@mintz.com)  
David L. Barres (dbarres@mintz.com)

The Chrysler Center  
666 Third Avenue  
New York, New York 10017  
(212) 935-3000  
(212) 983-3115 (facsimile)

*Attorneys for Petitioner*  
*Altos Hornos de Mexico, S.A.B. de C.V.*