

Relevant Facts

ICC Case No. 76592/AB

Health Innovations S.A. (Sweden) v. Orly Family Trust (Italy)

FACTS:

The claim arises out of the purchase of Villa Orly located in Lake Como, Italy (“**the Property**”) by Health Innovations, S.A., a Stockholm-based healthcare company specialised in cancer treatment research (the “**Claimant**”) from the Orly Family Trust, an Italian entity (“**Respondent**”).

The Property is a sought-after villa with amazing views of the western shore of Lake Como. It has been used primarily to host private and exclusive events for celebrities and politicians. It comprises two residential buildings, a church and an extensive garden that surrounds the dwellings. The Property belonged to the Orly family for over 100 years prior to the sale.

Pursuant to a Sale and Purchase Agreement in writing dated 1 January 2025, made between Claimant and Respondent (“**the SPA**”), Claimant agreed to buy and Respondent agreed to sell the Property at a price of €60 million.

On 1 January 2025, Claimant paid the deposit provided for under the SPA in the sum of €30 million. Pursuant to the SPA, on 3 March 2025, completion occurred with Claimant paying the balance of the purchase price and Respondent providing for the transfer of registered title to the Property into Claimant’s name.

After moving into the Property on 1 April 2025, the Claimant began to see wasps flying around and inside the Property. In the first week, there were only a few but after six weeks Claimant’s personnel killed several hundred wasps. They also began to hear a constant low buzzing sound, from behind the walls and under the floors of the Property. Claimant hired a pest control company called BuzzKill & Co. The manager at BuzzKill conducted a large-scale investigation and confirmed that Claimant had a serious wasp infestation. BuzzKill’s manager told Claimant’s personnel that this was the largest infestation of such kind that he had seen in the course of his career.

Due to the scale of the infestation, Claimant vacated the Property on 30 May 2025 and is currently renting a villa a short distance away from the Property. Pursuant to the SPA’s dispute resolution clause, Claimant filed a Request for Arbitration with the ICC on 1 June 2025 on the basis of breach of warranties and false representation by Respondent, which Claimant contends induced it into entering into the SPA.

This arbitration has now reached the disclosure process. In PO1, the Parties agreed that the Tribunal would use the IBA Rules on the Taking of Evidence in International Arbitration as indicative, non-binding guidelines in connection with the disclosure process.

TASK:

Claimant: What evidence will you seek from Respondent in disclosure?

Respondent: What evidence will you seek from Claimant in disclosure?