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Extensive powers of the summary judge: continuation, subject to a daily penalty payment, of an abruptly terminated agreement

In this case, we defended an asset management company that devotes all of its time to the management of the real estate assets of its sole client, the sub-subsidiary of a renowned Swiss bank. On October 31, 2012, this client, alleging that the asset management agreement that had been in force between the parties for more than 6 years was null and void, unilaterally terminated such agreement, without any prior notice.

By order dated November 14, 2012, the Summary Judge of the Commercial Court of Lyon before whom the case had been brought as per Article 873 of the French Code of Civil Procedure, ordered the continuation of the agreement, or the re-hiring of the 21 employees of our client by the terminating party, subject to a daily penalty of 1,000 Euros.

The Summary judge considered that the termination of the agreement was constitutive of an obviously unlawful disruption exposing our client to an imminent damage, which justified the interim measures we had applied for.

Case managed by [André Soulier](#), [Flore Foyatier](#) and [Stéphanie Yavordios](#).

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