

Can I sue a bribing competitor in England?

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Companies are competing to win a contract. One pays a bribe to exclude its competitor from the bidding process, or to win the contract. If caught, it faces prosecution under the UK's Bribery Act 2010, as do its bribing directors or employees. The bribing company also risks termination of its contract and claims from its customer.

But could it also be sued by its aggrieved competitor for compensation?

In England, and other common law countries, the answer is yes. And the available claims are not limited to wasted bidding expenditure. Lost profits can also be recovered.

The issue was tested in England in the recent case of *Jalal Bezee Mejel Al-Gaood v Innospec Ltd*. The defendant, Innospec, had previously admitted paying bribes in criminal proceedings in both the UK and the US. It had also settled a civil claim made against it by a manufacturer of competing chemicals in New York. The Claimant sued in England. It lost the case on the basis that it would not have won the contract in any event. But the case confirms that such a claim is viable. Our fuller briefing on the case appears [here](#).

Contributors

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