

# What are the civil claims and remedies for bribery in England?

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In our latest briefing, we consider the various civil claims and remedies available to states that are victims of bribery. The law of England, and the law of other common law jurisdictions, allow states to pursue claims not only against the bribe-payer and recipient, and but also against those who assisted in the bribery scheme. Those “*assisters*” are not confined to companies or other legal entities used to pay or receive bribes, or to launder their proceeds, but could extend to advisers such as lawyers and accountants, or to financial institutions. Depending on the type of claim deployed and the circumstances, a state can seek to recover the value of the bribe, the bribe itself or property acquired with it, or compensation for all of losses that have been suffered. There are also powers to rescind or terminate contracts with the wrongdoers.

The range of available claims and remedies inevitably creates complexity, and careful analysis of the facts is required to choose the right claim. Should a state terminate the contract and seek its losses for the other side’s breach or should it rescind the contract, putting each party back in the position they were in before the contract was agreed (less the bribe)? Where a bribe-taking public official has hidden his ill-gotten gains in inaccessible jurisdictions, are there any third parties who assisted his breach who would be susceptible for a claim? This note considers only the English position: there will be additional complexity, nuance and also opportunity if there are competing candidates for the applicable law.

Our briefing, “Civil claims for bribery”, appears [here](#).

## Contributors

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