PARIS
COURT OF
JUSTICE

[redacted]

34th Chamber

Case No. 22/03403
Portalis No.
352J-W-B7G-CWN5
To

Minute No.:

Summons dated:
10 February 2022

JUDGMENT
delivered on 25 June 2026

PLAINTIFFS

Association NOTRE AFFAIRE A TOUS
[redacted]

SHERPA Association
[redacted]

ZEA Association
[redacted]

FRANCE NATURE ENVIRONNEMENT Association
[redacted]

Local authority CITY OF PARIS, voluntary intervener [redacted]

*represented by **Maître Sébastien MABILE and Maître Camille CHAFFARD-LU ON** o SELARL SEATTLE AVOCATS, solicitors at the Paris Bar,* [redacted] *and by **Maître François DE CAMBIAIRE and Chloé DELAMOURD** of the SELARL Cambiaire & Méziani Associés, solicitors at the Paris Bar,* [redacted]

Enforcement orders issued on:
[redacted]

DEFENDANT

TOTALENERGIES SE
[redacted]

re resented by [redacted] ***and*** [redacted] *o Allen Overy Shearman Sterling LLP, members of the Paris Bar,* [redacted]

IN THE PRESENCE of the Public Prosecutor, as a joined party

COMPOSITION OF THE COURT

[redacted] President [redacted] First Vice-President [redacted] Vice-President

assisted by [redacted], Registrar

HEARINGS

At the hearing on 19 and 20 February 2026, held in open court, the parties were informed that the judgment would be delivered on 25 June 2026.

JUDGMENT

Delivered publicly by making the judgment available at the registry Adversarial proceedings
At first instance

FACTS AND PROCEDURE

1. Act No. 2017-399 of 27 March 2017 introduced a duty of care for parent companies and contracting entities meeting certain threshold conditions, codified in Article L.225-102-4, now L.225-102-1, of the Commercial Code, which requires the establishment and effective implementation of a due diligence plan.

2. It was in accordance with these new provisions that TotalEnergies SE – the parent company of the global energy production and supply group formerly known as TOTAL, which operates in over 120 countries, employs nearly 103,000 people and has its registered office in France – published, on 15 March 2018, its first vigilance plan, included in its reference document for 2017 (the 2017 vigilance plan).

3. In a letter dated 22 October 2018, several associations and French local authorities, acting through their legal advisers, raised concerns with TotalEnergies SE regarding the need to bring its due diligence plan into compliance, criticising the company for failing to take into account the risks associated with climate change resulting from its activities.

4. In a letter dated 14 January 2019, TotalEnergies SE replied

that it took climate issues into account in the group's strategy through concrete actions detailed in the information published in its Non-Financial Performance Statement.

5. It added that climate change, being a global and multi-factorial risk, did not fall within the scope of the law on the duty of care, but that its board of directors had agreed that the duty of care plan, to be included in its next management report, would address risks linked to climate change, and proposed a meeting with the associations and local authorities.

6. A discussion ensued.

7. On 20 March 2019, TotalEnergies SE published its management report for 2018, incorporating a new due diligence plan (the 2018 due diligence plan). This plan identified, as part of its risk mapping, climate change and Scope 1 and 2 greenhouse gas emissions arising from the activities carried out by its subsidiaries, referring, for further details, to the information contained in its Non-Financial Performance Statement.

8. The associations and local authorities maintained their disagreement, criticising TotalEnergies SE for failing to take into account greenhouse gas emissions resulting from the use of the goods and services it produces (Scope 3 emissions), which, in their view, constitute a key factor in its contribution to climate change, and for failing to align its strategy with a trajectory compatible with the Paris Agreement's objective.

9. Following further discussions, a meeting was held on 18 June 2019, at the end of which no agreement was reached.

10. As the organisations and local authorities considered that the 2018 vigilance plan did not meet the requirements of the law, they served formal notice on TotalEnergies SE, by letter dated 19 June 2019, to publish a new vigilance plan within three months.

11. By a document dated 28 January 2020, the associations Notre Affaire à Tous, Sherpa, Zéa, Eco-Maires, France Nature Environnement, the municipalities of Arcueil, Bayonne, Bègles, Bize-Minervois, Correns, Champneuville, Grenoble, La Possession, Mouans-Sartoux, Nanterre, Sevran, Vitry-le
-François, the Centre-Val de Loire Region and the Est Ensemble public territorial body have served a summons on TotalEnergies SE before the Nanterre Commercial Court seeking, in particular, an order that it be ordered to:

- Primarily, on the basis of Article L.225-102-4 I and II of the Commercial Code (now L.225-102-1 and L.225-102-2 of the Commercial Code, to publish a new vigilance plan and to take measures to mitigate risks or prevent serious harm in relation to the reduction of greenhouse gas (GHG) emissions,

- In addition, pursuant to Article 1252 of the Civil Code, to implement, as part of its obligation to prevent environmental damage resulting from its activities, appropriate measures to reduce its direct and indirect GHG emissions in line with the Paris Agreement, in order to limit

global warming to well below 2°C,

- In any event, to align with a trajectory for reducing direct or indirect emissions compatible with the objective of the Paris Agreement; to reduce its net emissions by 40 per cent in 2040 compared with 2019, with an annual reduction of 1.8 per cent; and its hydrocarbon production by 35 per cent by 2040 compared with 2019, with an annual reduction of 1.7 per cent; to cease applying for new hydrocarbon exploration licences; and to implement a phased phase-out, by 2040, of the exploration and exploitation of hydrocarbon deposits.

12. The City of Paris, the City of New York, the municipality of Poitiers and Amnesty International France have voluntarily intervened before the Nanterre Judicial Court.

13. Pursuant to Article L.211-21 of the Code of Judicial Organisation - pursuant to the Act of 22 December 2021 on confidence in the judiciary, which conferred exclusive jurisdiction on the Paris Judicial Court to hear proceedings relating to the duty of care arising from Act No. 2017-399 of 27 March 2017 on the duty of care, of parent companies and principal contractors – the pre-trial judge, by order of 10 February 2022, declared that the Nanterre Judicial Court lacked jurisdiction and ordered the transfer of the case to the Paris Judicial Court.

14. TotalEnergies SE raised several defences, based, in particular, on the inadequacy of the formal notice served on it prior to the commencement of legal proceedings, and on the lack of standing to sue on the part of certain claimants.

15. By order of 6 July 2023, the pre-trial judge at the Paris Judicial Court essentially declared all claims brought against TotalEnergies SE to be inadmissible, whether based on the Duty of Care Act or on the grounds of environmental damage.

16. In a judgment of 18 June 2024, the Paris Court of Appeal partially set aside the pre-trial judge's order in so far as it had declared the action inadmissible in respect of all the claimants on the basis of Article L.225-102-4 of the Commercial Code and Article 1252 of the Civil Code.

17. Having noted that the municipality of Champneuville had withdrawn from the proceedings and dropped its claim, and having dismissed the application to set aside the order, the Court of Appeal:

- Declared the associations Notre Affaire à Tous, Sherpa, Zéa and France Nature Environnement to have standing to bring proceedings, on the basis of Article L.225-102-4 of the Commercial Code and, in addition, on the basis of Article 1252 of the Civil Code,

- Declared the association Les Eco-Maires and the municipalities of Arcueil, Bayonne, Bègles, Bize-Minervois, Correns, Grenoble, La Possession, Mouans-Sartoux, Nanterre, Sevran and Vitry-le-François to be without standing to bring proceedings,

the Est Ensemble Grand Paris Territorial Public Body and the Centre-Val de Loire Region, in respect of the main claim and the supplementary claim,

18. With regard to the voluntary interventions, the court essentially:

- upheld the order in so far as it declared the voluntary interventions by the municipality of Poitiers and the association Amnesty International France to be inadmissible,

- Declared the voluntary intervention by the City of Paris admissible.

19. It is in this context that the case was referred to the Paris Judicial Court, the claimants now being Notre Affaire à Tous, Sherpa, Zéa, France Nature Environnement (hereinafter 'the associations') and the City of Paris.

20. Notre Affaire à Tous is a nationally recognised association dedicated to environmental protection which, according to its articles of association, has as one of its main objectives *'to protect nature and defend the environment, as well as promote harmonious urban planning; to combat pollution and nuisances; to organise, finance or support all actions, initiatives – in particular legal proceedings, ideas, speeches and advocacy – aimed at protecting living organisms, the environment, the climate, present and future generations, and flora and fauna […]; to ensure compliance with local, national, European or international regulations relating to the environment and respect for human rights; to combat impunity on the part of political, economic or individual actors when their actions result in harm to the environment and to present or future generations […]'*.

21. The Sherpa association aims to *"prevent and combat economic crimes"*, which include, in particular, *"violations of human rights (civil, political, economic, social or cultural rights), the environment and public health perpetrated by economic actors […]"*.

22. Zéa is an organisation whose purpose is *"the protection of the ocean and the climate"* and *"the defence and protection of living organisms, ecosystems, the environment and the commons*".

23. The association France Nature Environnement (FNE), which is nationally accredited for environmental protection, has as its purpose *'the direct and indirect protection of nature and the environment, in particular by contributing to […] combating pollution and nuisances and climate change […]'*.

24. In their submissions dated 20 January 2026, Notre Affaire à Tous, Sherpa, Zéa, France Nature Environnement and the City of Paris request that the court:

On the basis of Articles L. 225-102-1 and L. 225-102-2 of the Commercial Code:

- *ORDER TOTALENERGIES SE to publish, within six months of the service of the forthcoming decision, a new vigilance plan containing, in the*

the 'risk identification' section:

- *o A comprehensive mapping of the risks associated with global warming exceeding the 1.5 °C threshold, drawing on the most recent relevant work of the IPCC and the objectives set out in the Paris Agreement, specifying the risks of serious harm to human rights and fundamental freedoms, the health and safety of individuals, and the environment, in particular:*
  - *The risks of serious damage to terrestrial ecosystems,*
  - *The risks of serious damage to marine ecosystems,*
  - *An increase in heatwaves,*
  - *An increase in the risk of drought,*
  - *An increased risk of heavy rainfall and flooding,*
  - *The risks of flooding linked to rising sea levels.*
- *o Its contribution, through its activities, to global greenhouse gas emissions (Scopes 1, 2, 3) and to the risks posed by climate change, including through asset disposals in light of the risk of carbon lock-in. Furthermore, in the event of an asset disposal, it is necessary to adjust the reporting of direct and indirect emissions (Scopes 1, 2, 3) in accordance with the relevant recommendations, in particular those of the GHG Protocol*
- *o Its contribution to the depletion of the remaining global carbon budget for limiting global warming to 1.5°C and to the exacerbation of risks arising from the continuation of hydrocarbon extraction projects and the development of exploration projects for new oil and gas fields intended for exploitation, including through the divestment of carbon lock-in risk;*
- *o A comprehensive mapping of the risks arising from its activities, in particular the direct and indirect emissions (Scopes 1, 2, 3) of the various types of greenhouse gases emitted by each sector of activity (namely, in particular, risks linked to the oil and gas production and distribution chain and risks linked to the combustion of fossil fuels);*
- *o An analysis and prioritisation of each of these risks according to their severity, so as to highlight the significance of climate-related risks.*

- *ORDER TOTALENERGIES SE to publish, within six months of the service of the decision to be made, a new vigilance plan comprising the following measures under the heading of "appropriate actions to mitigate risks or prevent serious harm", which it undertakes to publish and implement effectively:*
  - *o Primarily: measures aimed at enabling TOTALENERGIES SE to contribute to limiting global warming to 1.5°C without exceeding this threshold, in order to achieve carbon neutrality by 2050, consistent with the so-called*

"P1" as defined in 2018 by the IPCC, which currently entails implementing all necessary measures to achieve:

- *A reduction in gas production, or in direct and indirect emissions (Scopes 1, 2, 3) linked to its gas-related activities and products, of -25% by 2030 and -74% by 2050 (compared with 2010);*
- *A reduction in oil production, or in direct and indirect emissions (Scopes 1, 2, 3) linked to its oil-related activities and products, of -37 per cent by 2030 and -87 per cent by 2050 (compared with 2010);*
- *The cessation of projects to explore for and exploit new hydrocarbon fields for which no final investment decision has been taken within six months of the service of the decision to be made;*

o *In the alternative: measures aimed at enabling TOTALENERGIES SE to contribute to limiting global warming to 1.5°C and achieving carbon neutrality by 2050, consistent with the 'NZE' mitigation pathway as defined in 2021 and subsequently updated in 2023 by the International Energy Agency, which currently entails taking all necessary measures to achieve:*

- *A reduction in gas production or in direct and indirect emissions (Scopes 1, 2, 3) resulting from its gas-related activities and products, from -22% by 2030 and -90% by 2050 (compared with 2022);*
- *A reduction in oil production or in direct and indirect emissions (Scopes 1, 2, 3) associated with oil-related activities and products, of -21% by 2030 and -78% by 2050 (compared with 2022);*
- *The cessation of projects to explore for and exploit new hydrocarbon fields for which no final investment decision has been taken within six months of the service of the decision to be made;*

o *As a last resort: measures aimed at enabling TOTALENERGIES SE to contribute to limiting global warming to 1.5°C and achieving carbon neutrality by 2050, which entails:*

- *Mitigation targets, based on scientific consensus and accompanied by five-year milestones up to 2050, aimed at limiting global warming to 1.5°C through a reduction, expressed in absolute terms, of direct and indirect GHG emissions (Scopes 1, 2 and 3) resulting from its activities ;*
- *Details of the adaptation measures implemented and planned to achieve the mitigation*

mitigation targets set by TOTALENERGIES SE; an explanation and quantification of the investments and financing, including in particular a breakdown of the proportion of OPEX and CAPEX, supporting the implementation of the appropriate measures taken by TOTALENERGIES SE to achieve the mitigation targets set at group level and contribute to limiting global warming to 1.5°C

In any event:

- *ORDER TOTALENERGIES SE to adopt and implement the "appropriate measures to mitigate risks or prevent serious harm" relating to greenhouse gas emissions resulting from its activities and those of its subsidiaries (Scopes 1, 2 and 3) with a view to enabling it to contribute effectively to limiting global warming to 1.5°C;*
- *ORDER TOTALENERGIES SE to implement "appropriate measures to mitigate risks or prevent serious harm" designed to enable it to contribute effectively to limiting global warming to 1.5°C whilst avoiding the disposal of assets;*
- *TO IMPOSE, in connection with this obligation, a daily penalty amounting to 0.01 per cent of the average annual turnover calculated on the basis of the last three annual turnover figures as at the date of the decision to be made, for each day of delay following the expiry of the six-month period for compliance with the vigilance plan;*

In addition, pursuant to Article 1252 of the Civil Code :

- *ORDER TOTALENERGIES to implement, as part of its obligation to prevent environmental damage, appropriate measures to reduce its direct and indirect emissions, in line with the Paris Agreement, in order to help limit global warming to 1.5°C, comprising, as a primary, subsidiary, in infinitely subsidiary terms and in any event the same measures as those previously sought on the basis of Articles L. 225-102-1 and L. 225-102-2 of the Commercial Code,*

In any event:

- *ORDER TOTALENERGIES SE to pay the associations NOTRE AFFAIRE À TOUS, SHERPA, ZÉA and FRANCE NATURE ENVIRONNEMENT, as well as the City of PARIS, the sum of 30,000 euros each pursuant to the provisions of Article 700 of the Code of Civil Procedure;*
- *ORDER TOTALENERGIES SE to pay all the costs of the proceedings;*
- *ORDER that there be no grounds for setting aside the provisional enforcement of the decision to be made.*

25. In its latest submissions dated 27 January 2026, TotalEnergies SE sought the dismissal of all these claims, pursuant to Article L.225-102-4 of the Commercial Code, now

Article L.225-102-1 of the Commercial Code, and Articles 1247 and 1252 of the Civil Code. The company requests that the court:

Regarding the claims based on the law relating to the duty of care:

- *As a principal claim:*
  - *Ruling that the information relating to climate change to be published by companies fell, up to the 2024 financial year, exclusively within the scope of the declaratory regime for non-financial performance reporting and, from now on, for subsequent financial years, within the scope of the CSRD's sustainability reporting;*
  - *Ruling that global climate change is not a risk covered by the Duty of Care Act, insofar as it is a global, multi-factorial risk extending over time and space which does not result from the activities of TotalEnergies SE and its controlled subsidiaries within the meaning of the Act;*
  - *To rule, in particular, that the risks arising from the activities of the customers of TotalEnergies SE and the subsidiaries it controls do not fall within the scope of the Duty of Care Act;*
  - *Consequently, dismiss in their entirety the claims brought by the associations Notre Affaire à Tous, Sherpa, ZEA and France Nature Environnement, as well as the City of Paris, based on the Duty of Care Act.*
- *In the alternative:*
  - *Ruling that, with regard to the duty of care, companies are free, as part of a self-regulatory approach, to define the measures to be published in their due diligence plan;*
  - *Ruling that the power to issue an injunction provided for in Article L.225-102-1 II of the Commercial Code must be interpreted strictly and that the court's role consists exclusively of ensuring the completeness of the due diligence plan but under no circumstances of dictating its content;*
  - *To rule that TotalEnergies SE's vigilance plan for the financial year 2024 complies with the requirements set out in Article L. 225-102-1 of the Commercial Code;*
  - *To rule that the applications for an injunction made by the associations Notre Affaire à Tous, Sherpa, ZEA and France Nature Environnement, as well as the City of Paris, seeking to require TotalEnergies SE to adopt specific measures in relation to risk mitigation and prevention, exceed the court's remit in matters of the duty of care;*
  - *Consequently, dismiss in their entirety the claims brought by the associations Notre Affaire à Tous, Sherpa, ZEA and France Nature Environnement, as well as the City of Paris, based on the law on the duty of care.*
- *As a purely subsidiary claim:*
  - *Ruling that the reasonable and appropriate vigilance measures referred to in the Act are pragmatic, not excessive, effective and in keeping with the spirit of*

self-regulation of the vigilance plan;

- *To rule that none of the measures sought by the organisations Notre Affaire à Tous, Sherpa, ZEA and France Nature Environnement, as well as the City of*

Paris, constitute reasonable due diligence measures, in particular because:

- *There is no legally enforceable obligation on TotalEnergies SE to cease all or part of its activities, and/or to reduce Scope 1 and 2 GHG emissions linked to these activities, let alone indirect Scope 3 emissions, to the extent and within the timeframes sought by the claimants;*
- *They would lead the court to undermine the separation of powers and the sovereign energy choices made by States,*
- *They would lead the court to infringe upon TotalEnergies SE's freedom of management and enterprise, as well as its right to property, and would compel it to abandon the pursuit of its corporate purpose and to act contrary to its corporate interest;*
- *Moreover, they are ineffective in mitigating or preventing the risk alleged by the claimants;*

o *To rule that TotalEnergies SE's due diligence plan includes reasonable and appropriate due diligence measures, in particular regarding direct GHG emissions from the operated portfolio (Scope 1 and 2);*

o *Consequently, dismiss all claims brought by the associations Notre Affaire à Tous, Sherpa, ZEA and France Nature Environnement, as well as the City of Paris, based on the Duty of Care Act.*

On the additional claims based on ecological damage

- *As a primary claim:*
  - o *Ruling that Article 1252 of the Civil Code, which falls under the general law of civil liability, requires proof of the existence of an unlawful act specific to TotalEnergies SE (the sole defendant in the proceedings) which, were it to continue, would cause ecological damage within the meaning of Article 1247 of the Civil Code;*
  - o *To rule that the organisations Notre Affaire à Tous, Sherpa, ZEA and France Nature Environnement, as well as the City of Paris, have failed to demonstrate the existence of any unlawful activity on the part of TotalEnergies SE; in particular, that TotalEnergies SE has not breached any duty of care and that the developments relating to the activities of TotalEnergies SE's subsidiaries are irrelevant;*
  - o *To rule that the organisations Notre Affaire à Tous, Sherpa, ZEA and France Nature Environnement, as well as the City of Paris, have not demonstrated the existence of a direct and certain causal link between the alleged unlawful activity of TotalEnergies SE and the risk of ecological harm which they allege*
  - o *To rule that the associations Notre Affaire à Tous, Sherpa, ZEA and France Nature Environnement, as well as the City of Paris, have failed to demonstrate the existence of*

ecological damage within the meaning of Article 1247 of the Civil Code;

- *Consequently, dismiss all claims by the associations Notre Affaire à Tous, Sherpa, ZEA and France Nature Environnement, as well as the City of Paris, based on ecological damage*

- *In the alternative:*
  - *To rule that the measures sought by the organisations Notre Affaire à Tous, Sherpa, ZEA and France Nature Environnement, as well as the City of Paris, do not fall within the court's jurisdiction, in particular because they would undermine the separation of powers, respect for the sovereignty of foreign states and the principle of non-interference by the court in the management of companies;*
  - *Consequently, dismiss in their entirety the claims based on ecological damage brought by the associations Notre Affaire à Tous, Sherpa, ZEA and France Nature Environnement, as well as the City of Paris;*
  - *Ruling that the measures sought by the associations Notre Affaire à Tous, Sherpa, ZEA and France Nature Environnement, as well as the City of Paris, do not constitute reasonable measures within the meaning of Article 1252 of the Civil Code, in particular because:*
    - *There is no legally enforceable obligation on TotalEnergies SE to cease all or part of its activities, and/or to reduce Scope 1 and 2 GHG emissions linked to those activities, let alone indirect Scope 3 emissions, to the extent and within the timeframes sought by the claimants;*
    - *They would lead the court to undermine the separation of powers and the sovereign energy choices made by States,*
    - *They would lead the court to infringe upon TotalEnergies SE's freedom of management and enterprise, as well as its right to property, and would compel it to abandon the pursuit of its corporate purpose and to act contrary to its corporate interest;*
  - *Consequently, dismiss in their entirety the claims of the associations Notre Affaire à Tous, Sherpa, ZEA and France Nature Environnement, as well as the City of Paris, based on ecological damage;*
  - *Ruling that the measures sought by the associations Notre Affaire à Tous, Sherpa, ZEA and France Nature Environnement, as well as the City of Paris, are not capable of preventing or bringing to an end the damage they allege;*
  - *Consequently, dismiss in their entirety the claims relating to ecological damage brought by the organisations Notre Affaire à Tous, Sherpa, ZEA and France Nature Environnement, as well as the City of Paris;*

In any event

- *To rule that the enforcement of the judgment to be delivered*

shall take place within timeframes compatible with the publication schedule to which

TotalEnergies SE is bound by;

- *Dismiss the claims for a daily penalty made by the associations Notre Affaire à Tous, Sherpa, ZEA and France Nature Environnement, as well as the City of Paris;*
- *Reject the application for provisional enforcement of the judgment to be made;*
- *Order the associations Notre Affaire à Tous, Sherpa, ZEA and France Nature Environnement, as well as the City of Paris, to pay the sum of 5,000 euros each pursuant to Article 700 of the Code of Civil Procedure, as well as the full costs of the proceedings, to be recovered directly in favour of Maîtres Denis Chemla and Romaric Lazerges, in accordance with the provisions of Article 699 of the Code of Civil Procedure.*

26. On 3 February 2026, the Public Prosecutor's Office intervened as a joinder party.

27. It submitted its views on the material scope of the Act of 27 March 2017 on the duty of care of parent companies and contracting entities, arguing in essence that it did not extend to climate change.

28. The order closing the proceedings was made on 12 February 2026.

29. At the hearing for the presentation of arguments, in accordance with the procedural agreement reached with the parties during the preparatory proceedings, the following witnesses were heard on the basis of the documents submitted:
    - Ms Valérie Masson DELMOTTE, climatologist and co-chair of Working Group I of the IPCC's Sixth Assessment Cycle, which focuses on the physical basis of climate change, and author of the synthesis report for that cycle,
    - Ms Céline GUIVARCH, a climate economist and lead author for the IPCC's Sixth and Seventh Assessment Reports within Working Group III, which deals with climate change mitigation,
    - Mr Sébastien ROQUES, energy economist and co-author of the report submitted to the proceedings of this case by TotalEnergies SE, addressing various issues relating to the organisation and future prospects of the global energy system in the face of the challenges of energy transition and decarbonisation,
    - Mr Christian GOLLIER, climate economist, author of the book **The Economics of Climate (In)action*,* submitted for consideration by TotalEnergies SE.

30. For a more detailed account of the facts of the case as presented by the parties, reference is expressly made to the written submissions filed in the case file, which have been discussed in the presence of both parties.

GROUNDS

I. On the principal claims made pursuant to the provisions of the law on the duty of care

A. On the arguments and claims of the parties

31. Notre Affaire à Tous, Sherpa, Zéa and France Nature Environnement, together with the City of Paris, are requesting that TotalEnergies SE, pursuant to Article L.225-102-1 of the Commercial Code, draw up and publish a new due diligence plan incorporating a descriptive list

of information relating to climate change, including the climate risks and impacts resulting from its activities and those of its subsidiaries, and comprising an obligation to reduce its greenhouse gas emissions across all emission scopes (Scopes 1 to 3), through mitigation measures based on the provisions of the Paris Agreement and in line with IPCC scientific data.

32. They argue, in fact, that the activities of the TotalEnergies SE group, which are high emitters of GHGs across all emission scopes, harm the atmosphere and thus contribute significantly to the worsening of climate change, thereby indirectly causing serious harm and risks of harm *'to human rights and fundamental freedoms, people's health and safety, and the environment'* within the meaning of the Duty of Care Act.

33. In this regard, they maintain that it is clear from the wording of the Duty of Care Act that it has a general scope, and covers all environmental issues, including climate-related risks and harms, irrespective of the obligations arising from the Non-Financial Reporting Directive (NFRD) – replaced since 2024 by the Corporate Sustainability Reporting Directive (CSRD) – which require the publication of sustainability information within a Non-Financial Performance Statement, now known as the sustainability report.

34. They add that, given the particular severity of climate risks and impacts, this conclusion is self-evident and consistent with corporate practice, as well as with the objectives of the CS3D Directive of 13 June 2024, which is specifically aimed at steering companies towards a sustainable economy.

35. They maintain that the Duty of Care Act has created a new civil law obligation to act prudently and diligently, which is risk-based and derives from the guiding principles of the United Nations and the OECD. These principles require companies emitting greenhouse gases, such as TotalEnergies SE, to *'do their part '* in mitigating climate change, by following a trajectory in line with the IPCC's recommendations, to achieve the 1.5°C target of the Paris Agreement, taking into account the classification of Scope 1, 2 and 3 emissions in accordance with the recommendations of the GHG Protocol and the criteria of the SBTI (Science Based Targets) Net Zero Standard for companies.

36. They add that, in order to establish a breach of this obligation and determine whether or not there has been a breach of duty, the court must apply a standard of prudent or reasonable conduct in climate matters, referring to universally recognised international standards as set out in the OECD Guidelines for the Protection of Human Rights as set out in the law, and based on the best available science, including in particular the IPCC reports.

37. They argue that companies must adopt measures, based on the known risks identified in their due diligence plans, that are consistent with the scientific consensus, which provides clear guidance on the course of action to be taken regarding the mitigation and prevention of climate risks and harm.

38. They accuse the defendant multinational oil and gas company - — given its particular responsibility for global warming and its economic and financial capacity to reduce its Scope 1, 2 and 3 emissions — of failing to fulfil this obligation by not playing its part in the fight against global warming, irrespective of whether the company complies with the legal provisions to which it is subject, citing the similar reasoning of the Dutch judges in the Shell case (Court of Appeal, The Hague, Civil Division, 12 November 2024 – No. 200.302.332/01, para. 7.53).

39. They argue that, since the commencement of the proceedings, TotalEnergies SE has published six due diligence plans, the latest of which—the 2024 Due Diligence Plan—was published in March 2025; these plans fail to address the risks associated with its Scope 3 emissions resulting from the use of its oil and gas products, constituting a failure to identify the climate risks and impacts arising from its activities, and a failure to ensure that due diligence measures are adequate to contribute to achieving the objectives of the Paris Agreement.

40. In support of the inclusion of Scope 3 emissions, the claimants argue that these are merely the direct consequence of decisions taken upstream by TotalEnergies SE, which has decisive influence over these emissions through changes to its energy mix.

41. They add that the company's Scope 3 emissions must be accounted for in accordance with the recommendations of the OECD Guidelines, the provisions of the GHG Protocol – which confirm that such accounting facilitates concerted action by several entities to reduce emissions across the entire organisation – and foreign rulings that expressly support this approach (Advisory Opinion of the EFTA Court – European Free Trade Association of 21 May 2025, Case E-18/24, p. 23, paras 82–84; ECHR, Greenpeace Nordic v. Norway, Application No. 4068/21, 28 October 2025; Supreme Court of the United Kingdom, 20 June 2024 [2024] UKSC 20, R (Finch) v Surrey County Council).

42. **In response**, TotalEnergies SE maintains that climate change falls exclusively within the scope of sustainability reporting, governed by a specific reporting regime – previously codified in Article L.225-102-1 of the Commercial Code (applicable to financial years prior to 2024) and now set out in Article L.232-6-3 of the same Code – which is distinct from that of the Duty of Care Act. It argues, in fact, that information relating to climate change is included in a Non-Financial Performance Statement (DPEF), now replaced by a sustainability report.

43. It maintains that the term *'environment'* in Article L.225-102-1 of the Commercial Code does not encompass climate risks, which were not envisaged by the law, as they constitute a global phenomenon with multiple causes and factors across time and space.

44. In particular, it argues that the law was adopted in response to the Rana Plaza tragedy to prevent specific risks from materialising.

45. It emphasises that, given its objective, the law can only apply to risks

that the company is in a position to prevent and over which it is likely to have control, which is not the case with the global and systemic risks caused by global warming.

46. It emphasises, in this regard, that a single company cannot combat global warming on its own, and that the framework provided for by the Duty of Care Act was not designed to address this issue, noting that measures must, in reality, be implemented by public authorities in accordance with the Paris Agreement, which binds states and not private actors.

47. It adds that climate change clearly falls under a specific reporting regime, such as the CS3D Directive, which has decoupled this issue – set out in Article 22 as an obligation to draw up a climate transition plan – from environmental risks, and further points out that the said article will soon no longer form part of the legal framework.

48. It maintains that whilst it has chosen, in the interests of transparency, to include information on the Scope 1 and 2 GHG emissions from its operations in its due diligence plan, climate change remains excluded from the scope of the law.

49. It argues, in any event, that Scope 3 GHG emissions do not fall within the scope of Article L.225-102-1 of the Commercial Code, since these emissions do not result from its own activities but from the activities of its subsidiaries' customers, over whom it has no control, and who are excluded from the scope of the law.

50. It adds that the emissions accounted for under Scope 3 are in fact Scope 1 emissions from another economic operator, which is why they are intended to be addressed solely within the framework of 'reporting', within a sustainability report and not in a due diligence plan.

51. Finally, assuming that the court considers climate change to fall within the scope of the Duty of Care Act, it maintains that its due diligence plan is sufficiently precise and comprehensive and that it is not within the judge's remit, in the context of an application for an injunction relating to the due diligence plan, to prescribe measures, the content of which falls within its management remit and is subject to annual updating.

B. The court's response

52. The application is based on an injunction to comply with the obligations arising from the law on the duty of care of parent companies or principal companies pursuant to Articles L.225-102-1 and L.225-102-2 of the Commercial Code, and, in addition, on the basis of Article 1252 of the Civil Code.

53. Before any discussion of the merits of the case, it is necessary to set out certain factual details and the state of the law, to which the parties refer in their submissions.

a) *A preliminary review of the factual and scientific information necessary for understanding the dispute*

i. Greenhouse gases (hereinafter GHGs)

54. The combustion of fossil fuels (notably coal, oil and gas) releases greenhouse gases into the atmosphere, including, in particular, CO_2(carbon dioxide).

55. Greenhouse gases – so called because they act like a greenhouse in the Earth's atmosphere – trap the heat emitted by the Earth and cause a rise in global surface temperatures.

56. Since the start of the Industrial Revolution, a century and a half ago, an ever-increasing volume of GHGs has been emitted. It is a fact that the Earth is getting warmer and warmer.

57. According to the scientific consensus, there is no natural cause for global warming.

58. The main factors are, in fact, anthropogenic – that is, caused by human activity – and are responsible for global warming, leading to widespread and rapid changes in the atmosphere.

ii. The GHG Protocol

59. Launched in 1998 by the international business alliance, the World Business Council for Sustainable Development (WBCSD), and the US non-profit organisation, the World Resources Institute (WRI), the Greenhouse Gas Protocol (GHG Protocol) is a multi-stakeholder partnership bringing together businesses, NGOs and governments, providing an international standard for the accounting and reporting of greenhouse gas emissions by businesses, governments and other organisations in the industrial and financial sectors.

iii. The global carbon budget

60. This term refers to two concepts in the scientific literature.

61. In the present context, it refers to the *'maximum amount of cumulative net global anthropogenic CO_2 emissions that would limit global warming to a given level with a given probability, taking into account the effect of other anthropogenic climate forcing factors. The term 'total carbon budget' is used when this value is calculated from the pre-industrial period, and 'residual carbon budget' when it is calculated from a recent date'* (IPCC glossary, p. 245).

iv. The Intergovernmental Panel on Climate Change (IPCC)

62. The Intergovernmental Panel on Climate Change, hereinafter the IPCC, is an intergovernmental organisation comprising scientists, which was established in 1988 under the auspices of the United Nations to conduct research into the climate and its changes and to report on them impartially. More specifically, the IPCC's mandate is to assess, impartially and in a methodical, clear and objective manner, the scientific,

technical and socio-economic information we need to better understand the scientific basis of the risks associated with human-induced climate change, to identify more precisely the possible consequences of this change, and to consider potential adaptation and mitigation strategies.

63. The IPCC's reports are not predictive.

64. They set out emissions scenarios that depend on the actions that governments, businesses and society choose to take.

65. Based on the work of the IPCC, the Sixth Assessment Cycle's synthesis report*, 'Climate Change 2023',* brings together all the detailed knowledge set out in the three reports of Working Groups I, II and III (*the WGI report on the scientific basis, the WGII report on impacts, adaptation and vulnerability,* and *the WGIII report on climate change mitigation*) and in the three special reports (*the Special Report on the Impacts of Global Warming of 1.5°C, the Special Report on Climate Change and Land,* and *the Special Report on the Ocean and Cryosphere*).

66. It highlights four main points.

- The rise in global temperature has accelerated further. A warming of 1.1°C compared with the pre-industrial period has been observed and, regardless of emissions scenarios, of 1.5°C by the early 2030s (IPCC, Synthesis Report *'Climate Change 2023'*, Summary for Policymakers, A.1.1 and A.4.3). It is reiterated that climate warming due to human activities is an established fact (*Ibid*, A.1.3) and that there is a scientific consensus that the average temperature should not rise by more than 2°C compared with the average temperature of the pre-industrial era (*Ibid*, A.1).

- Greenhouse gas emissions continue to rise (*Ibid*, A.1.4), whilst meeting the 1.5°C target requires achieving carbon neutrality by 2050 (*Ibid*, B.5) by significantly reducing these emissions (*Ibid*, B.1).

- The short- and long-term impacts (*Ibid*, B.2) will intensify, affecting the extremes in temperatures, the severity of droughts, the accelerated thawing of permafrost, the effectiveness of natural carbon sinks, the irreversibility of sea-level rise or the melting of ice caps, and the complexity of the risks (*Ibid*, A.2.1 and B.1.4). In this regard, the SR1.5 Report clearly concluded in 2018 that climate warming poses risks of serious damage to terrestrial and marine ecosystems, and more generally to all components of the environment (IPCC, Special Report, 'Global Warming of 1.5 °C', Summary for Policymakers, p. 8,
B.3.1 and B.3.2), causing *'substantial damage […] to terrestrial, freshwater, coastal and open-ocean ecosystems (high confidence)'* (IPCC, AR6, WGII, 'Impacts, Adaptation and Vulnerability', Summary for Policymakers, Feb. 2022, p. 9, B.1.2) and exposing them *"to high*

or very high risks of biodiversity loss (medium to very high confidence, depending on the ecosystem)' (IPCC, AR6, WGII, 'Impacts, Adaptation and Vulnerability', Summary for Policymakers, Feb. 2022, p. 13, B.3.1). Some of these impacts are inevitable and/or irreversible, and the probability of their occurrence increases with levels of warming (IPCC, Synthesis Report *'Climate Change 2023 '*, Summary for Policymakers, B.3.2). As these consequences increase the vulnerability of ecosystems, they undeniably affect populations, their access to water, their food supply, their health and their economic activities (*Ibid*, A.2.4). This consequently results in an undeniable infringement of the fundamental rights and freedoms of present and future generations.

- Responses to these challenges are based on climate projections – derived from the so-called SSP (*Shared Socio-economic Pathways*) scenarios – which enable estimates to be made of the probabilities of future changes in weather conditions, and which include the SSP1 scenario (hereinafter referred to as P1). Responses to climate challenges, which are currently insufficient (IPCC, Synthesis Report *'Climate Change 2023'*, Summary for Policymakers, A.3.6), are centred on two pillars: mitigation and adaptation (*Ibid*, C.1) and rely first and foremost – whilst upholding equity, climate and social justice, and inclusion (*ibid*., C.5) – in raising awareness and fostering cooperative engagement (*ibid*., C.7) amongst all stakeholders, particularly state actors (*ibid*., C.6). According to the IPCC, *'[b]usinesses and commercial organisations [do] indeed play a key role in mitigating global warming, through their own commitments to a net-zero carbon footprint […]. Business models and strategies are both a barrier to and a driver of decarbonisation'* (IPCC, AR6, WGIII, 'Mitigation of Climate Change', Chapter 5, p. 557, 5.4.3). These solutions then lie in systemic, cooperative and eminently urgent transformation (IPCC, Synthesis Report *'Climate Change 2023'*, Summary for Policymakers, C.1.1 and C.2.2) across all sectors of our societies (*ibid*., A.4.2 and C.3), and in particular deep, rapid, even immediate (*ibid*., B.6), and sustained reductions in greenhouse gas emissions (*ibid*., B.1). Finally, climate responses lie in the implementation and strengthening of adaptation policies (IPCC, Synthesis Report *'Climate Change 2023'*, Summary for Policymakers, A.3.3), the effectiveness of which is inversely proportional to global warming (*ibid*., B.4.1).

v. The International Energy Agency (IEA)

67. Established in 1974 by the Organisation for Economic Co-operation and Development (OECD), the International Energy Agency (IEA) is an autonomous international organisation whose objective is to facilitate the coordination of member states' energy policies
- through the study of *'energy security'*, *'economic development'*, *'environmental awareness'* and *'global engagement'* – through the annual publication of reports *'World Energy Outlook'* (WEO) and *'Energy Technology Perspectives',* as well as *'medium-term outlooks on the*

oil, natural gas, coal and renewable energy markets, and on energy efficiency'.

68. The latest WEO report from 2025 highlights three key elements

- It reaffirms the central importance of energy and notes the persistent rise in consumption across all energy sources, as well as *'rapid growth'* in electricity demand, driven in particular by rising incomes, higher temperatures, and the expansion of data centres and AI services. With regard to the oil market, it states that it is *'well supplied in the short term'* and forecasts moderate prices due to a surplus of supply over demand; with regard to liquefied natural gas (LNG), it notes that LNG supplies are rising, with regard to coal, that market dynamics are centred on Asia; with regard to renewables, that these are experiencing strong growth and that China accounts for the bulk of solar panel and battery production capacity; and with regard to the nuclear sector, that it is benefiting from significant investment. The report reaffirms the link between access to energy and human health and notes a *'weakening'* and a *'slowdown'* in national commitments to the Paris Agreement, with annual global energy-related CO_2 emissions having reached a record high of 38 gigatonnes in 2024 and supply chains for critical minerals under threat (IEA, World Energy Outlook 2025).

- The report replaces its previous modelling tools, *the 'World Energy Model'* (WEM) and *'Energy Technology Perspectives'* (ETP) with the new *'Global Energy and Climate'* (GEC) analysis model, under which it develops five non-predictive long-term climate scenarios designed to illustrate possible developments in energy security and the energy market (IEA, World Energy Outlook 2025, Part B, p.117). These include the *'Net Zero Emissions by 2050'* (NZE) scenario, a normative trajectory based on the objective of completely eliminating global CO_2 by 2050 in order to limit the global average temperature rise to 1.5°C without exceeding this threshold. The report notes that these scenarios differ in terms of the energy mix but points out that, regardless of the scenario considered, global demand for energy services will increase in line with economic development, population growth and rising incomes (*Ibid*).

- The report recommends several courses of action, including ensuring the resilience and adapting the pace of development of new energy networks and storage systems (*Ibid*).

b) On the reminder preceding of the relevant relevant European, international and national texts

i. The United Nations Framework Convention on Climate Change (UNFCCC)

69. The ‘United Nations Framework Convention on Climate Change’ (UNFCCC), adopted on 9 May 1992 (hereinafter also referred to as the ‘United Nations Climate Convention’), aims to maintain the concentration of greenhouse gases (GHGs) in the atmosphere at a level that prevents human activity from disrupting the climate system.

70. It is based on the principle that all States Parties are required, to varying degrees depending on their respective responsibilities and capabilities, to take measures to combat climate change, and that every country bears a share of the responsibility.

71. Article 2 of this Convention states that *‘the ultimate objective of this Convention and of any related legal instruments that the Conference of the Parties may adopt is to achieve, in accordance with the relevant provisions of the Convention, the stabilisation of greenhouse gas concentrations in the atmosphere at a level that prevents dangerous anthropogenic interference with the climate system. This level should be achieved within a timeframe sufficient to allow ecosystems to adapt naturally to climate change, to ensure that food production is not threatened, and to enable sustainable economic development*’.

72. Article 7 of the United Nations Framework Convention on Climate Change established the Conference of the Parties (COP).

ii. The Kyoto Protocol

73. The Kyoto Protocol (1997) commits industrialised countries and countries in economic transition to limit and reduce their GHG emissions in accordance with the targets agreed by each country and the principle of *‘common but differentiated responsibilities’* and respective capabilities.

iii. The Paris Agreement

74. The Paris Agreement is an international treaty adopted in 2015 at COP 21.

75. Its aim is to *‘strengthen the global response to the threat of climate change, in the context of sustainable development and the fight against poverty, in particular by […] holding the increase in the global average temperature well below 2 °C above pre-industrial levels and pursuing efforts to limit the temperature increase to 1.5 °C above pre-industrial levels, recognising that this would significantly reduce the risks and impacts of climate change’,* the objective being to limit the temperature rise to a maximum of 1.5°C (Article 2.1(a), p. 3, Paris Agreement).

76. The parties to the Agreement—namely the States—must draw up national climate plans (*‘Nationally Determined Contributions’* or *‘NDCs’*) in accordance with their national circumstances, which must reflect *‘[their] highest possible level of ambition’*
".

77. Numerous COPs have taken place since 2016, during which the climate objectives of the Paris Agreement have been reaffirmed.

iv. Relevant European legislation

78. At European Union level, there is also legislation aimed at combating climate change.

79. Article 37 of the Charter of Fundamental Rights of the European Union stipulates that *'a high level of environmental protection and the improvement of the quality of the environment must be integrated into the Union's policies and ensured in accordance with the principle of sustainable development*'.

80. Article 191 of the Treaty on the Functioning of the European Union (TFEU) sets out the EU's environmental objectives: the Union's policies shall, amongst other things, contribute to the promotion, at international level, of measures to tackle regional or global environmental problems, and in particular to the fight against climate change.

81. Through Regulation (EU) 2021/1119 of the European Parliament and of the Council, the Union has also made a legal commitment to achieve climate neutrality by 2050 and to reduce its emissions by at least 55 per cent by 2030.

82. Adopted on 30 June 2021, Regulation (EU) 2021/1119 of the European Parliament and of the Council *'establishes a framework for the irreversible and progressive reduction of anthropogenic greenhouse gas emissions'* (Article 1).

83. With a view to meeting the objectives of the Paris Agreement and taking into account the findings of the European Scientific Advisory Board on Climate Change, the Regulation requires EU Member States to reduce their greenhouse gas emissions by 55 per cent by 2030 compared with 1990 levels, and to achieve climate neutrality by 2050, with the aim of reaching negative emissions thereafter.

84. Furthermore, in order to meet the requirement for continuous progress *'in strengthening adaptive capacity, increasing resilience and reducing vulnerability to climate change'*, the Regulation requires Member States to adopt national adaptation plans in line with the Union's strategy on adaptation to climate change.

85. Finally, it provides for regular assessment by the Commission of Member States' performance and the national measures they have taken.

86. Directive (EU) 2024/1760 of the European Parliament and of the Council on corporate due diligence on sustainability, known as the CS3D Directive, was adopted on 13 June 2024.

87. In recitals 2, 10, 11 and 13, it reiterates the Union's priority of protecting the environment and its objectives of adhering to the 1.5°C limit and striving for climate neutrality through a

55 per cent reduction in greenhouse gas emissions by 2030.

88. In light of these objectives, it states, pursuant to recitals 2 and 4 and Article 2, that the involvement of public and private actors, in particular businesses, is essential.

89. These objectives are centred on a European duty of care regarding human rights and the environment based on risk, the provisions of which are inspired by the national law on the duty of care of 27 March 2017, which will be set out below.

90. This directive is the subject of a new legislative procedure, known as the
the 'Omnibus Directive', which aims to raise the application thresholds for the CS3D and CSRD Directives and to ease the obligations on companies.

91. It removes the obligation for companies to adopt and implement a transition plan for climate change mitigation and, in the area of due diligence, reduces the level of scrutiny required at the stage of identifying and assessing actual or potential adverse impacts, whilst allowing Member States the option to set higher standards in their national legislation.

92. It abolishes the harmonised EU-wide regime for the civil liability of defaulting companies in favour of a system of civil liability at Member State level.

v. International decisions on climate change

93. On 9 April 2024, the Grand Chamber of the European Court of Human Rights delivered a judgment in the case of Verein KlimaSeniorinnen, finding that Switzerland had violated the right to private and family life under Article 8 of the Convention by failing to implement and effectively apply the necessary mitigation measures to protect persons within its jurisdiction from the adverse effects of climate change on their lives and health (European Court of Human Rights, Verein KlimaSeniorinnen Schweiz and Others v. Switzerland, Grand Chamber, judgment of 9 April 2024, application no. 53600/20).

94. It recognised that *'anthropogenic climate change exists [and] that it currently poses, and will continue to pose in the future, a serious threat to the enjoyment of the human rights guaranteed by the Convention*'. (p. 196, § 436).

95. The Court affirmed that States are aware of these risks and capable of taking effective measures to address them, and that their actions in this area are subject to the Court's scrutiny, given the need to respond to the urgency of the threat posed by climate change, and in view of the general consensus that climate change is a common concern of humanity (paragraphs 420 and 436).

96. On 23 July 2025, following advisory opinions from several

on climate change, such as the International Tribunal for the Law of the Sea and the Inter-American Court of Human Rights, the International Court of Justice (hereinafter the ICJ) adopted its advisory opinion on the obligations of States regarding climate change.

97. The ICJ held that States had an obligation, under international human rights law, to respect and ensure the effective enjoyment of human rights by taking all necessary measures to protect the climate system and other aspects of the environment.

98. It also held that climate change treaties impose binding obligations on States Parties, aimed at ensuring the protection of the climate system and other aspects of the environment against anthropogenic greenhouse gas emissions.

99. The Court, drawing on IPCC reports, reaffirmed the central role of the Paris Agreement, noting in general terms that *'whilst the Paris Agreement sets the objective of keeping the global average temperature rise well below 2 °C above pre-industrial levels, and, more ambitiously, to limit it to 1.5 °C, it is this latter 1.5 °C target that is regarded by all, on the basis of scientific data, as the one to be pursued under the Agreement"* (§ 224).

100. The ICJ held that customary international law imposes an obligation on States to ensure the protection of the climate system and other aspects of the environment against anthropogenic GHG emissions. These obligations included the duty to prevent any significant environmental damage by acting with due diligence and to use all means at their disposal to prevent activities under their jurisdiction or control from causing significant damage to the climate system and other aspects of the environment, in accordance with their common but differentiated responsibilities and capabilities (§ 428).

vi. The relevant national environmental provisions

101. With regard to the general principles of environmental law, the parties refer to the Environmental Charter, which was incorporated into the constitutional framework by the Act of 1 March 2005.

102. In this regard, the Constitutional Council recognised in its Decision No. 2011-116 QPC of 8 April 2011 (Mr Michel Z and others) that everyone is under a duty of care with regard to environmental damage that might result from their activities, on the basis of Articles 1 and 2 of the Environmental Charter. It added that the legislature has the power to define the conditions under which an action for liability may be brought on the basis of this obligation, but that the law must not unduly restrict this right to take legal action.

103. French Law No. 2016-1087 of 8 August 2016 on the restoration of biodiversity, nature and landscapes – which inserted into Sub-Title

II of the Civil Code, relating to non-contractual liability, a new Chapter III on compensation for ecological damage (comprising Articles 1246 to 1252 of the Civil Code) – introduced Article 1252 of the Civil Code, which states that *'irrespective of compensation for ecological damage, a court, when hearing a claim to that effect brought by a person referred to in Article 1248, may order reasonable measures appropriate to prevent or put an end to the damage*'.

104. French Law No. 2017-399 of 27 March 2017 on the duty of care of parent companies and contracting entities introduced a mechanism to hold French multinational companies accountable, based on the obligation to draw up, publish and implement a due diligence plan comprising reasonable due diligence measures designed to identify risks and prevent serious infringements of human rights and fundamental freedoms, the health and safety of individuals, and the environment, arising from the company's activities and those of its subsidiaries, subcontractors and suppliers with whom it has an established commercial relationship.

105. Under Article 1833 of the Civil Code, as amended by Law No. 2019-486 of 22 May 2019, the company is managed in its corporate interest, taking into account the social and environmental implications of its business activities.

106. Article L 232-6-3 of the Commercial Code, arising from Order No. 2023-1142 of 6 December 2023, as amended by Act No. 2025-391 of 30 April 2025, provides that *any company which is a large undertaking within the meaning of Article L. 230-1 must include sustainability information in a separate section of its management report.*

107. *This information enables an understanding of the impact of the company's activities on sustainability issues, as well as how these issues influence the development of its business, its results and its financial position. Sustainability issues include environmental, social and corporate governance issues*.

108. Article R 232-8-4 of the Commercial Code specifies the elements covered by this information.

c) The Court's ruling on claims based on provisions relating to the Duty of Care Act

i. On the scope of the Act

109. Article L.225-102-1 of the Commercial Code states that:
"I. Any company which, at the end of two consecutive financial years, employs at least five thousand employees within the company itself and in its direct or indirect subsidiaries whose registered office is situated in France, or at least ten thousand employees within the company itself and in its direct or indirect subsidiaries whose registered office is situated in France or abroad, shall draw up and effectively implement a vigilance plan.

Subsidiaries or controlled companies that exceed the thresholds referred to in the first paragraph shall be deemed to comply with the

obligations set out in this Article provided that the company controlling them, within the meaning of

Article L. 233-3, establishes and effectively implements a due diligence plan relating to the activities of the company and all the subsidiaries or controlled companies it controls.

The plan shall include reasonable due diligence measures designed to identify risks and prevent serious infringements of human rights and fundamental freedoms, the health and safety of persons, and the environment, arising from the activities of the company and those of the companies it controls within the meaning of Article L. 233-16, whether directly or indirectly, as well as the activities of subcontractors or suppliers with whom an established commercial relationship is maintained, where such activities are linked to that relationship.

For companies producing or marketing products derived from agricultural or forestry operations, this plan shall, in particular, include reasonable due diligence measures designed to identify risks and prevent deforestation associated with the production and transport to France of imported goods and services (Law No. 2021-1104 of 22 August 2021, Article 273, coming into force on 1 January 2024).

An order defines the categories of undertakings referred to in the fourth subparagraph of this Section I.

The plan is intended to be drawn up in collaboration with the company's stakeholders, where appropriate as part of multi-stakeholder initiatives within supply chains or at a regional level. It comprises the following measures:
1° A risk mapping exercise designed to identify, analyse and prioritise risks;
2° Procedures for the regular assessment of the situation of subsidiaries, subcontractors or suppliers with whom an established commercial relationship is maintained, in the light of the risk mapping ;
3° Appropriate measures to mitigate risks or prevent serious breaches;
4° An alert mechanism and system for collecting reports relating to the existence or materialisation of risks, established in consultation with the representative trade unions within the said company;
5° A system for monitoring the measures implemented and assessing their effectiveness.

The vigilance plan and the report on its effective implementation shall be made public and included in the management report referred to in the second paragraph of Article L. 225-100. Where applicable, they may refer to the sustainability information provided for in Articles L. 232-6-3 and L. 233-28-4.

A decree of the Council of State may supplement the vigilance measures provided for in points 1 to 5 of this article. It may specify the procedures for drawing up and implementing the vigilance plan, where appropriate as part of multi-stakeholder initiatives within supply chains or at regional level.

II. Where a company served with a formal notice to comply with the

obligations set out in I fails to do so within three months of the notice being served, the competent court may, at the request of

any person demonstrating an interest in bringing proceedings, order it, where appropriate subject to a daily penalty, to comply with those obligations. The President of the court, ruling in summary proceedings, may be seised for the same purposes".

110. The parties disagree on the scope of the term *'environment'* as used in the law codified by the aforementioned article, and, assuming that climate risk is included within that scope, their disagreement persists regarding the scope of greenhouse gas emissions – known as Scope 1, 2 and 3 – resulting from the company's activities within the meaning of Article L.225-102-1 of the Commercial Code.

111. These two points of discussion will be addressed in turn.

- On the concept of the environment within the meaning of the law

112. As codified in Article L.225-102-1 of the Commercial Code, the Act of 27 March 2017, as set out in the information report on its assessment, registered with the Presidency of the National Assembly on 24 February 2022, introduced an obligation for certain parent companies and contracting entities to draw up and implement a 'due diligence plan*' 'in an effective manner*'. This plan comprises reasonable due diligence measures designed to identify risks and prevent serious infringements of human rights and fundamental freedoms, the health and safety of individuals, and the environment, where such infringements result from:

- The activities of the company and those of the companies it controls, either directly or indirectly;

- The activities of subcontractors or suppliers with whom an established commercial relationship is maintained, solely where such activities are linked to that relationship.

113. The Act of 27 March 2017 establishes a duty of care and prevention for parent companies and contracting entities of a certain size, based on an analysis of the serious risks to human rights and fundamental freedoms, the health and safety of individuals and the environment, which its activities may give rise to, as demonstrated by the development of a due diligence plan which it draws up, publishes and effectively implements.

114. The Act then sets out five elements that must be included in the plan.

115. It does not specify the rights and freedoms to be protected, the scope of which is a matter of disagreement between the parties.

116. Reference should be made to the preparatory work to determine the scope of application of the Act of 27 March 2017, the substance of which was not altered by the subsequent addition of paragraph 4 to Article L.225-102-1 of the Commercial Code, which imposes a specific provision on imported deforestation (Law No. 2021-1104 of 22 August 2021, Article 273, coming into force on 1 January 2024).

117. It is well established that this falls within the framework of non-binding international standards on responsible business conduct – as

defined by the United Nations Guiding Principles, adopted in 2011

by the United Nations Human Rights Council as part of the implementation of the *'Protect, Respect and Remedy'* framework, and by those of the Organisation for Economic Co-operation and Development (OECD) in its 2011 version – that the Act on the Duty of Care of Parent Companies and Contracting Entities was proposed with a view to establishing an innovative framework to promote respect for human rights and fundamental freedoms, the health and safety of individuals, and the environment.

118. Referred to on several occasions in parliamentary debates, the collapse of the Rana Plaza factory in the spring of 2013 – which claimed the lives of more than a thousand people in a building housing several garment workshops for international brands – served as a prime example of a tragedy that had a profound impact on public opinion,justifying the need to translate the aforementioned supranational principles *into 'concrete measures'* with a view to social progress and the advancement of human rights (Report No. 2628 AN, registered on 11 March 2015).

119. The OECD Guidelines for Multinational Enterprises on Responsible Business Conduct are a set of recommendations aligned with the United Nations Guidelines and addressed by governments to multinational enterprises. The rapporteur for Act No. 2017-399 of 27 March 2017,
Mr Dominique Potier, made explicit reference to them during parliamentary debates, stating that *'the guidelines of the Organisation for Economic Co-operation and Development (OECD) and the United Nations (UN) provide an ideal and internationally recognised basis for developing a due diligence plan "* (Report No. 3582 registered with the Presidency of the National Assembly on 16 March 2016).

120. The UN Guiding Principles on Business and Human Rights *'fundamentally recognise:*
a) The existing obligations of States to respect, protect and fulfil human rights and fundamental freedoms;
b) The role of business as specialised entities within society performing specific functions, which are required to comply with all applicable laws and to respect human rights;
c) The need for rights and obligations to be accompanied by appropriate and effective remedies in the event of a violation" (p.1).

121. They state that *'businesses should respect human rights. This means that they should avoid infringing on the human rights of others and address adverse human rights impacts in which they are involved'* (p. 15).

122. According to these principles, *'the responsibility to respect human rights requires businesses:*

a) To avoid causing or contributing to adverse human rights impacts through their own activities, and to address such impacts when they occur;

b) To endeavour to prevent or mitigate adverse human rights impacts that are directly linked to their

activities, products or services through their business relationships, even if they have not contributed to such impacts' (pp. 16 and 17).

123. They stipulate, in particular, that *'in order to fulfil their responsibility to respect human rights, enterprises must have in place policies and procedures commensurate with their size and specific circumstances, including […] a human rights due diligence process to identify their impacts on human rights, prevent such impacts and mitigate their effects, and report on how they address them*".

124. The OECD Guidelines, published in 2011, state that there should be no contradiction between the activities of multinational enterprises and sustainable development, defined as *'development that meets the needs of the present without compromising the ability of future generations to meet their own needs'* (definition by the World Commission on Environment and Development,
II. General Principles, p. 24).

125. According to the OECD's General Principles, enterprises, taking into account the policies established in the countries where they operate and the views of other stakeholders, should *'Exercise risk-based due diligence, for example by integrating it into their risk management systems, in order to identify, prevent and mitigate actual or potential adverse impacts, as described in paragraphs 11 and 12, and report on how they address such impacts. The nature and scope of the duty of care depend on the specific circumstances of a particular situation […]* (A.10 p.23). *Avoid causing, or contributing to, adverse impacts in areas covered by the Guidelines as a result of their own activities, and take appropriate measures in response to such impacts when they occur […]* (A.11), *'endeavour to prevent or mitigate an adverse impact, where they have not contributed to it but where that impact is nevertheless directly linked to their activities, products or services by virtue of a business relationship'* (A.12).

126. In the Guidelines, *'due diligence'* refers to the process which, as an integral part of their decision-making and risk management systems, enables enterprises to identify, prevent and mitigate the actual or potential adverse impacts of their activities, and to report on how they address this issue (commentary on the General Principles, p. 27).

127. The recommendation referred to in paragraph A.10 applies to issues relating to adverse impacts covered by the Guidelines, which include, in particular, the chapters on human rights and the environment; the latter area includes, among environmental impacts, greenhouse gas emissions and the development of strategies to reduce such emissions (VI, Environment, pp. 50–52).

128. It is on the basis of these guiding and general principles – designed to encourage responsible corporate behaviour in a globalised environment and to promote a positive contribution

by businesses to economic, environmental and social progress throughout the world, based on a broad conception of internationally recognised human rights with regard to those affected by their activities – that the draft bill, tabled with the Speaker of the National Assembly on 11 February 2015, provided for *'the creation of an obligation for certain companies to draw up a preventive due diligence plan '* (p. 10).

129. Its rapporteur states*: 'This provision is innovative in that:*

- *'It creates a legal obligation on companies and contracting entities, where at present there is only a moral obligation left to the initiative of well-meaning managers (soft law) and a reporting obligation (Article L.225-102-1 of the Commercial Code and the related decree), the scope of which is limited by the "comply or explain" mechanism (comply or explain);*

- *It proposes a comprehensive approach to the risks that a company generates through its activities, as it covers risks relating to human rights and fundamental freedoms, serious harm to individuals or the environment, as well as health and corruption risks*
".

130. It is clear from the parliamentary proceedings that Article 1er of the draft bill defines a broad scope: all fundamental rights enshrined in constitutional texts, such as the Environmental Charter, and the international commitments entered into by France are covered, without limitation (Report No. 2628 of the Law Commission, registered with the Presidency of the National Assembly on 11 March 2015, p. 66; Report registered with the Presidency of the National Assembly on 23 November 2016).

131. It is also clearly established that the Act is rooted in a broad conception of the protection of human rights and the environment, including the planet, by reference to the COP21 conference, which led to the international treaty known as the Paris Agreement on climate change.

132. The rapporteur did indeed clearly state that *'the protection of human rights and the protection of the planet are at the heart of a law that does not seek to prevent globalisation, but to set limits on it. As these limits cannot be laid down by international law nor be subject to the governance of a world parliament, our draft bill uses the lever of accountability on the part of those who hold economic power, namely the superpowers that are the multinationals. To this end, it introduces the concept of a duty of care regarding respect for environmental and human rights by French multinationals today, European multinationals tomorrow, and multinationals worldwide the day after tomorrow. The limits imposed by the law are in the interests of people's lives and our global ecosystem, the importance of which was reiterated at COP 21"* (- National Assembly Report No. 3582 of 16 March 2016, by Mr Potier, pp. 5, 18).

134. The broad scope of this framework, subsequently confirmed in the information report on the evaluation of the Act in 2022, is, as was emphasised during the preceding parliamentary debates,
'tempered, on the one hand, by the concept of "reasonable diligence" measures, which are left to the discretion of the company, and, on the other hand, by the experience accumulated in the field of CSR, including the body of "soft law" mentioned in the explanatory memorandum to the draft bill (the United Nations Guiding Principles, those of the OECD, etc.) is now both well-known and practised by the companies concerned' (Opinion of the Committee on Sustainable Development and Spatial Planning on the proposal by Mr Serge Brady of 11 March 2015, p. 7 - Information report on the evaluation of the Act of 27 March 2017 on the duty of care, registered on 24 February 2022 –
C. Dubost and D. Potier).

135. Finally, it should be noted that the Act on the duty of care of parent companies acting as principals is not intended to hold the companies concerned liable for the risks associated with climate change resulting from all human activity on the planet since the Industrial Revolution.

136. It requires them to take preventive action, in accordance with their specific circumstances, to address the serious risks and harms to which they contribute through their activities, in line with the general OECD principles set out above—which served as the framework for the legal provisions—by establishing a duty of care accompanied by an obligation of means rather than an obligation of result (Report No. 2628 of the Law Commission, registered with the Presidency of the National Assembly on 11 March 2015, pp. 49, 55, 58, 67, 78, 79, and National Assembly Report No. 3582 of 16 March 2016, p. 20).

137. As its rapporteur stated, *'a fair balance must be struck between the objective of due diligence set out in international treaties – under the auspices of the OECD and the UN, which France has ratified – and the freedom to choose the means, which is a matter for the enterprise's own judgement. This balance is perfectly preserved in the Act'* (National Assembly Report No. 2628, p. 58).

138. It follows from the foregoing that the term *'environment',* in accordance with the legislature's intention, must be interpreted in its broadest sense, which includes climate change caused by the release of GHG emissions into the atmosphere – an essential component of the environment – which forms part of the adverse environmental impacts recognised in the international and European commitments to which France is a party, and which were previously referred to in paragraphs 69 et seq.

139. Furthermore, as this constitutes a serious, present and future threat to the enjoyment of human rights according to the consensus view of scientists and international courts, climate risks must be taken into account by companies in their due diligence plans, since their identification forms part of the prevention of serious human rights violations (European Court of Human Rights, Verein KlimaSeniorinnen Schweiz and Others v. Switzerland, Grand Chamber, judgment of 9 April 2024, application no. 53600/20; Advisory Opinion of the International Court of Justice (ICJ) delivered on 23 July 2025, paras. 373, 374 and 378 et seq.).

140. This interpretation is consistent with the 2011 OECD Guidelines, revised in 2023, which expressly include climate change amongst the negative environmental impacts of multinational enterprises' activities and which, in the commentary on the chapter devoted to the environment, highlight the fundamental role of businesses in establishing sustainable economies and set out expectations regarding how they should act.

141. The inclusion of climate within the environment is supported by the European (EU) 2024/1760 of the European Parliament and of the Council of 13 June 2024 on corporate due diligence on sustainability, known as CS3D, which, in line with the same OECD Guidelines revised in 2023, includes within the European due diligence framework obligations similar to those provided for under national law, including a climate due diligence obligation.

142. In this regard, it should be noted that the fight against climate change is clearly one of the motivations that guided the drafting of the CS3D Directive, a motivation reaffirmed in the preamble to the Directive in recitals (10), (11) and (12) by reference to the Union's strategy for adaptation to climate change with a view to limiting global warming to 1.5°C.

143. Furthermore, Article 3 of the CS3D defines adverse environmental impacts as *'an impact […] resulting from a breach of any of the prohibitions and obligations listed in points 15 and 16 of Section 1 of Part I of the Annex, and in Part II of the Annex to this Directive'.*

144. Point 15 of Section 1 of Part I of the Annex to the CS3D concerns *'the prohibition on causing […] pollution […] of the air, or harmful emissions […] which have the effect of seriously impairing the natural foundations for the conservation and production of foodstuffs, […] to endanger the health or safety of any person or the normal use of land or property […], or to significantly impair ecosystem services […]*'. It is therefore undeniable that the said harmful emissions include anthropogenic greenhouse gas emissions, the effects of which are set out in that point.

145. These provisions are not affected by the new legislative procedure known as the 'omnibus directive', as the structure of the CS3D has not been altered and its objective – which is to ensure the transition of businesses towards a sustainable economy by reconciling economic development with environmental protection – has remained unchanged.

146. Indeed, the proposed repeal of Article 22 under this procedure, as part of a drive to streamline and simplify regulations, concerns the climate transition plan and has no impact on the regime of corporate due diligence obligations set out in Articles 7 to 16 of the Directive.

147. Finally, the *reporting* of specific information on greenhouse gas emissions falls within the scope of the Non-Financial Performance Statement (DPEF) and, from now on, the sustainability report, pursuant to Article L.232-6-3 of the Commercial Code, resulting from Order No. 2023-1142 of 6 December 2023, and Article R.232-8-4 of the same Code transposing Directive No. 2022/2464 of the

European Parliament and of the Council of 14 December 2022 amending Regulation (EU) No 537/2014 and Directives 2004/109/EC, 2006/43/EC and 2013/34/EU as regards the disclosure of sustainability-related information by companies.

148. This is a distinct obligation, which cannot lead to a restriction of the scope of the provisions of the 2017 Act, which implements the measures recommended by the relevant international standard on the responsible conduct of multinational enterprises, as intended by the legislator.

149. Furthermore, the inclusion of climate risks and impacts within the duty of care of the very large companies covered by the Act is consistent with the practice of the majority of such companies, including TotalEnergies SE, which identifies climate risks in its due diligence plans.

150. It follows from the foregoing that the GHG emissions resulting from the activities of TotalEnergies SE and its subsidiaries – which are undisputedly contributing to global warming – form part of the climate risks falling within the scope of the Act on the duty of care of parent companies and contracting entities.

- On the scope of greenhouse gas emissions

151. The claimants consider that due diligence measures relating to the reduction of GHG emissions can only be appropriate if they cover Scopes 1, 2 and 3, which, in their view, should be taken into account in the mapping of the defendant's due diligence plan.

152. TotalEnergies SE, which takes into account the Scope 1 and 2 greenhouse gas emissions from its own activities as well as those of its subsidiaries, contests the inclusion of its Scope 3 emissions in its due diligence plan, arguing, in essence, that these do not result from its upstream activities but from the downstream activities of its customers, over which it has no control.

153. It maintains that the activities of its subsidiaries' customers fall outside the scope of the law and that accounting for Scope 3 emissions – which would amount to taking into account the Scope 1 emissions of other actors without having any effect on reducing GHG levels in the atmosphere – is inefficient.

154. For the record, Article L.225-102-1 I of the Commercial Code states that
"The plan sets out reasonable due diligence measures designed to identify risks and prevent serious infringements of human rights and fundamental freedoms, the health and safety of individuals and the environment, arising from the activities of the company and those of the companies it controls within the meaning of Article L.233-16(II), whether directly or indirectly, as well as from the activities of subcontractors or suppliers with whom it has an established commercial relationship, where such activities are linked to that relationship".

155. The question raised is whether greenhouse gas emissions

— arising from the combustion of fossil fuels, which are produced by TotalEnergies SE and its subsidiaries and which constitute serious damage to the atmosphere — result from its activities within the meaning of the law.

156. This requires an interpretation *of* the term *'result'* – which in its ordinary sense means *'to be the consequence or effect of'* – in the light of the law on the duty of care of parent companies and contracting entities, which requires companies, depending on their circumstances, to prevent the climate risks to which they contribute through their activities.

157. The answer therefore requires a concrete assessment of the strength of the causal link between the oil and gas production activities of the TotalEnergies SE group and the GHG emissions resulting from the combustion of the products sold to its customers.

158. To address this, it is first necessary to recall, by referring to the relevant international instruments in this field, what the classification of a multinational's Scope 3 emissions means and what purpose it serves in the accounting of GHG emissions from its operations.

o On the scope classification of greenhouse gas emissions

159. The parties refer to *the 'Greenhouse Gas Protocol'* (GHG Protocol), which is a methodological standard for reporting greenhouse gas emissions. The resulting classification system is mandated by Article R.232-8-4 I, 1° c) and III of the Commercial Code, which refers to the sustainability reporting standards adopted by the European Commission pursuant to Article 29b of Directive 2013/34/EU of the European Parliament and of the Council and, in particular, to ESRS E1 (European Sustainability Reporting Standards), which requires the publication of Scope 1, 2 and 3 indicators (targets, § 34 and Disclosure Requirement E.6, § 44 to 55).

160. The GHG Protocol classifies a company's emissions into Scope 1, 2 and 3 emissions:

- *'Scope 1 (direct GHG emissions): direct GHG emissions from sources owned or controlled by the company, such as emissions from combustion in boilers, furnaces or vehicles owned or controlled by the company, or those arising from chemical production in production equipment owned or controlled by the company.*

- *Scope 2 (indirect GHG emissions): GHG emissions arising from the generation of electricity purchased or consumed by the company. Purchased electricity is defined as electricity that is purchased or otherwise introduced within the company's organisational boundaries. These emissions occur physically at the facility where the electricity is generated*

- *Scope 3 (other indirect emissions)*: *Scope 3 is an optional category that covers all other indirect emissions. Scope 3 emissions result from the organisation's activities but originate from sources that are neither owned nor controlled by it. Amongst*

examples of activities falling under Scope 3 include the extraction and production of purchased materials, the transport of purchased fuels, and the use of products and services sold' (GHG Protocol, March 2004, p. 25).

161. According to the same source, *'Scope 3 often represents the largest source of emissions for organisations. It also offers the greatest opportunities to influence GHG reduction and to achieve various GHG-related business objectives […]. Compiling a comprehensive inventory of a company's GHG emissions, incorporating Scope 1, Scope 2 and Scope 3 emissions, enables companies to understand the overall impact of their emissions throughout the value chain and to focus their efforts where they can have the greatest impact"* (GHG Protocol, Scope 3 FAQ, p. 2).

162. It is emphasised that addressing double counting of Scope 3 emissions is not without merit, insofar as *'each entity in the value chain has a certain degree of influence over emissions and reductions. Scope 3 accounting facilitates simultaneous action by multiple entities to reduce emissions across the entire organisation"* (GHG Protocol, Scope 3 FAQ, p. 21).

163. In Chapter VI on climate change, the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, revised in 2023, make a similar recommendation, based on the best available information, that Scope 3 emissions should be taken into account when determining the adverse impacts associated with the activities of such enterprises and the targets to be set at enterprise level to address them (Chapter VI – Environment of the 2023 Guidelines, p. 37 et seq., § 77).

164. It follows from the above that taking a multinational's Scope 3 emissions into account can enable it to better visualise the climate impact of its operations, identify the climate risks and harms posed by its activities, and, in so doing, set its sustainability targets, even where these emissions relate to Scope 1 emissions accounted for by other economic actors.

- On the link between the TotalEnergies SE group's oil and gas activities and Scope 3 greenhouse gas emissions

165. In this case, it is established and undisputed that, in the *'Climate'* section of its 2024 due diligence plan submitted for the court's consideration, TotalEnergies SE identifies the Scope 1 and 2 emissions resulting from the group's operations and states that these amounted to 34MtCO2 in 2024. In the *'Implementation* Report' section, it presents the following figures (Universal Registration Document (URD), TotalEnergies, p. 186).

Émissions de GES - Scope 1+2		Périmètre opéré 2024	2023	2022	2015
Scope 1 Emissions directes	**Mt CO_2e**	**33**	**32**	**37**	**42**
Décomposition par secteur					
Activités *oil & gas* Amont	Mt CO_2e	12	12	14	19
Integrated LNG, excluant les activités gaz de l'amont	Mt CO_2e	<1	<1	<1	–
Integrated Power	Mt CO_2e	7	6	9	–
Raffinage-Chimie	Mt CO_2e	14	14	15	22
Marketing & Services	Mt CO_2e	<1	<1	<1	<1
Décomposition par zone géographique					
Europe : UE 27 + Norvège + Royaume-Uni + Suisse	Mt CO_2e	18	19	23	22
Eurasie (yc. Russie) / Océanie	Mt CO_2e	<1	<1	<1	5
Afrique	Mt CO_2e	7	8	9	12
Amériques	Mt CO_2e	7	5	5	4
Décomposition par type de GES					
CO_2	Mt CO_2e	32	31	36	39
CH_4	Mt CO_2e	1	1	1	2
N_2O	Mt CO_2e	<1	<1	<1	<1
Scope 2 Emissions indirectes liées à la consommation d'énergie	**Mt CO_2e**	**1**	**2**	**2**	**4**
dont Europe : UE 27 + Norvège + Royaume-Uni + Suisse	*Mt CO_2e*	*1*	*1*	*1*	*2*
Scope 1+2	**Mt CO_2e**	**34**	**35**	**40**	**46**
dont installations oil & gas	*Mt CO_2e*	*29*	*30*	*33*	*46*
dont CCGT	*Mt CO_2e*	*5*	*4*	*7*	–

166. With regard to Scope 3 emissions, TotalEnergies SE makes an explicit reference, in accordance with the provisions of the CSRD, to the information contained in the reporting section of its UPR, and more specifically, that set out in the *'climate change in sustainability'* section. In that section, it includes Scope 1 and 2 emissions and significant Scope 3 items, as follows (extracts from pp. 331 and 647 of the 2024 UPR, devoted respectively to sustainability information in accordance with the CSRD and to supplementary *reporting* information):

5.2.1.3 Indicateurs et cibles

A. CIBLES LIÉES À L'ATTÉNUATION DU CHANGEMENT CLIMATIQUE ET À L'ADAPTATION À CELUI-CI (E1-4)

Pour soutenir les politiques adoptées en matière d'atténuation du changement climatique et d'adaptation à celui-ci, la Compagnie s'est fixé des cibles à horizon 2025 et 2030 et a mis en place un ensemble d'indicateurs pour piloter sa performance.

	Année de référence	Valeur à l'année de référence	Cible 2025	Cible 2030	Périmètre de la cible	en % du périmètre ESRS (2024)
Émissions nettes Scope 1+2[a][c]	**2015**	**46 Mt CO_2e**	**37 Mt CO_2e**	**-40% (25 à 30 Mt CO_2e)**	**Périmètre opéré, Scope 2 market-based**	**76%**
Émissions de méthane	2020	64 kt CH_4	-60%	-80%	Périmètre opéré, hors méthane biogénique	64%
Intensité des émissions de méthane en % du gaz commercial produit sur les installations amont pétrolières et gazières opérées	**2015**	**2,3%**		**<0,1%**	**Périmètre opéré, installations amont pétrolières et gazières**	
Brûlage de routine	**2010**	**7,5 Mm^3/j**	**<0,1 Mm^3/j[b]**	**~0**	**Périmètre opéré - Activités *oil & gas* Amont**	
Émissions de GES Scope 3[c]	**2015**	**410 Mt CO_2e[d]**	**<400 Mt CO_2e**	**<400 Mt CO_2e**	**Chaîne de valeur, hors CO_2 biogénique, GHG Protocol - catégorie 11**	**100%**
Intensité carbone cycle de vie des produits énergétiques vendus	**2015**	**73 g CO_2e/MJ**	**-17%**	**-25%**	**Chaîne de valeur, émissions cycle de vie Scope 1+2+3, nettes**	

(a) Emissions nettes, y compris projets de puits de carbone fondés sur la nature, utilisés à partir de 2030.
(b) Hors Irak.
(c) GHG Protocol – Catégorie 11. Se reporter au point 5.2.1.3 (E1-6) pour la définition.
(d) En 2015, le Scope 3 catégorie 11 a été publié à 410 MtCO_2e. Cette référence est maintenue pour évaluer l'évolution du Scope 3. Si le Scope 3 catégorie 11 de 2015 avait été recalculé selon la méthodologie de la chaîne de valeur d'IPIECA (parue en 2016) sur la chaîne de valeur gaz, introduite à compter des données publiées de 2021, alors le Scope 3 catégorie 11 de 2015 serait ressorti à 465 Mt CO_2e, dont 344 Mt CO_2e sur la chaîne de valeur pétrole et 121 Mt CO_2e sur la chaîne de valeur gaz.

Émissions de GES		Périmètre opéré 2024	2023	2015
Scope 1 Émissions de GES directes	Mt CO_2e	**33**	**32**	**42**
Scope 2 Émissions indirectes liées à la consommation d'énergie	Mt CO_2e	**1**	**2**	**4**
Scope 1+2	Mt CO_2e	**34**	**35**	**46**
dont installations oil & gas	*Mt CO_2e*	29	30	46
dont CCGT	Mt CO_2e	5	4	–

Émissions de GES - méthane[a]		Périmètre opéré 2024	2023	2020
Emissions brutes de méthane	kt CH_4	29	34	64

(a) Hors méthane biogénique, représentant environ 1 kt CH_4 en 2024. Le méthane biogénique est toutefois pris en compte dans le calcul du Scope 1.

Émissions de GES indirectes		2024	2023	2015
Scope 3[a]	**Mt CO_2e**	**342**	**351**	**410**
Décomposition par produits				
Pétrole	Mt CO_2e	218	227	350
Gaz	Mt CO_2e	124	124	60

(a) GES Scope 3 - GHG Protocol - Catégorie 11 (se reporter au glossaire pour la définition).

167. This information shows that, in 2024, Scope 3 emissions are estimated at 342 $MtCO_2$ and that TE forecasts an increase which, in its view, should stabilise at around 400 $MtCO_2$ by 2030.

168. Based on this assessment, the 2050 carbon neutrality target, which TotalEnergies SE has set out in its due diligence plan, is based solely on the accounting of Scope 1 and 2 GHG emissions; it is undisputed that the measures identified to control and reduce these emissions are in line with the reduction target of the European Union's *'Fit for 55'* programme and the IEA's 2024 Net Zero Emissions (NZE) 2024 scenario.

169. TotalEnergies SE claims that Scope 3 greenhouse gas emissions relate to the activities carried out by its subsidiaries' customers, which are beyond its control and excluded from the scope of the Duty of Care Act.

170. It should be noted that the law on the duty of care of parent companies and contracting entities requires companies subject to it to address adverse impacts *'resulting from the company's activities and those of the companies it controls within the meaning of Article L. 233-16(II), directly or indirectly, as well as the activities of subcontractors or suppliers with whom an established commercial relationship is maintained, where such activities are linked to that relationship'*.

171. The legal framework is designed to prevent *'serious infringements of human rights and fundamental freedoms, the health and safety of individuals, and the environment'* resulting from the activities of the parent company, as the contracting party, as well as those of its subsidiaries and its contractual relationships.

172. In this case, the question raised concerns the scope of the negative impacts of the activities of TotalEnergies SE's subsidiaries, even though it also relates to the Scope 1 emissions of its customers.

173. TotalEnergies SE disputes the direct impact of energy production activities, specific to the group's subsidiaries, on the increase in GHG emissions into the atmosphere.

174. It is not disputed that oil or gas extracted is intended to be placed on the market and consumed.

175. The extraction, refining and subsequent placing on the market of a barrel of oil inevitably leads to its combustion, regardless of the place or time, and consequently to a reduction in the remaining global carbon budget through the release of a quantifiable amount of $_{CO_2}$into the atmosphere.

176. This factual analysis is consistent with the recognition by foreign courts in environmental litigation concerning the climate impact of oil activities of *the* very strong *'causal link'* that exists between the extraction of oil and its combustion, and consequently, the resulting GHG emissions (Supreme Court of the United Kingdom, 20 June 2024, (Finch) v Surrey County Council [2024] UKSC 20; Court of Appeal, The Hague, 12 November 2024, Shell §7.99; ECHR, 28 October 2025, Greenpeace Nordic § 293 and 294).

177. In the so-called Finch case concerning combustion emissions from an oil project (Scope 3 emissions), the UK Supreme Court recognised that (§ 103):

- *'The combustion emissions are manifestly not beyond the control of the site operators. They are entirely within their control. If no oil is extracted, no combustion emissions will occur. Conversely, any extraction of oil by the site operators will, in due course, result in GHG emissions upon its inevitable combustion. It is true that the time and place at which the combustion takes place are not within the control of the site operators. But the effect of the combustion emissions on the climate does not depend on when or where the combustion takes place. Those factors are irrelevant to the scale and significance of the environmental impact.*

- *Emissions from combustion are clearly not beyond the control of the site operators. They are entirely within their control. If no oil is extracted, no combustion emissions will occur. Conversely, any extraction of oil by the site operators will eventually lead to GHG emissions upon its inevitable combustion. It is true that the timing and location of combustion are not under the control of the site operators. However, the effect of combustion emissions on the climate does not depend on when or where combustion takes place. These factors have no bearing on the scale and significance of the environmental impact.*

178. In this case, TotalEnergies SE can easily quantify its Scope 3 GHG emissions, which it has been reporting since 2016 in accordance with the classification set out by the GHG Protocol and the European legal framework on sustainability.

179. This cumulative approach to the different scopes enables the company to better visualise the climate impact of its energy production, given that it operates in a sector that plays a vital role in mitigating climate change.

180. Reducing the volume of its Scope 3 emissions (342 $_{MtCO_2}$) – which are significantly higher than its operational footprint – forms part of its sustainable development strategy.

181. TotalEnergies SE acknowledges that it has the means to influence its end customers' emissions and to act on Scope 3 emissions, notably by determining its investments and the composition of its energy portfolio, which it communicates in its reporting.

182. It follows from the above that Scope 3 GHG emissions – for which a causal link to energy production has been established and over which TotalEnergies SE is able to exert influence – form part of the adverse impacts resulting from the group's own activities.

183. The Scope 3 GHG emissions of TotalEnergies SE's subsidiaries are therefore among the risks arising from their activities that the parent company must identify in its due diligence plan in accordance with the scope of the 2017 Act.

ii. On the compliance of TotalEnergies' due diligence plan

SE

- Summary of the parties' arguments

184. The claimants argue that TotalEnergies SE's due diligence plan does not comply with the legal provisions of Article L.225-102-1 of the Commercial Code regarding climate due diligence, pointing in particular to the brevity of the sections relating to the identification of climate risks and impacts, and the inadequacy and insufficiency of the mitigation and monitoring measures in section 3.6.8.4 of the vigilance plan to help achieve the objectives of the Paris Agreement.

185. They highlight the incompleteness of the mapping of climate risks and impacts – from which Scope 3 emissions are excluded – the inadequacy of the mitigation measures – which focus solely on raising awareness and providing training for the company's employees and suppliers – and the inadequacy of the monitoring of these measures.

186. In this regard, they argue that TotalEnergies SE's measures relating to hydrocarbons – which consist, in particular, of increasing its oil and gas production by around 3 per cent per year over the next five years, continuing to bring new gas and oil projects on stream, and basing its development strategy on liquefied natural gas (a fossil fuel) – are incompatible with achieving the objectives of the Paris Agreement and render measures relating to other energy sources, such as electricity generation from gas and biofuels and the acquisition of renewable assets, insufficient.

187. These measures can only be viewed as complementary to a drastic and immediate reduction in hydrocarbon production.

188. They therefore call upon the court – in accordance with its power to verify the compliance of measures and to issue injunctions, conferred by the 2017 Act for the purpose of preserving their practical effect – to order TotalEnergies SE, with reference to the work of the IPCC and the objectives set out in the Paris Agreement, in particular to:

- Publish a new due diligence plan containing, in the *'risk* identification' chapter, a comprehensive mapping of risks linked to global warming, including a list of information relating to the risks of serious harm to human rights, fundamental freedoms, the health and safety of individuals and the environment, in relation to its contribution to global greenhouse gas emissions (through the accounting of Scopes 1, 2, 3) and risks arising from climate change, including through the divestment of assets in light of the risk of carbon lock-in, relating to its contribution to the depletion of the remaining global carbon budget, and relating to the risks arising from its activities, in particular emissions under Scopes 1, 2 and 3, broken down by the different types of greenhouse gases emitted by sector of activity, with an analysis and prioritisation of each of these risks.

- Adopt and implement measures to achieve

carbon neutrality by 2050, consistent primarily with the so-called 'P1' mitigation pathway as defined in 2018 by the IPCC, and secondarily, the so-called 'NZE' mitigation pathway as defined in 2021 and subsequently updated in 2023 by the International Energy Agency; and, as a last resort, with global warming limited to 1.5°C in order to achieve carbon neutrality by 2050.

189. They argue that these measures – which relate solely to the activities of TotalEnergies SE and its subsidiaries without infringing upon the principle of state sovereignty over their natural resources – constitute the reasonable and appropriate measures required by law for TotalEnergies SE to do *"its bit '* and mitigate its own contribution to the worsening of climate risks, without there being any need to verify their effectiveness on a global scale.

190. They add that the provisions of the 2017 Act clearly grant the court the power to order a company to supplement its plan with specific due diligence measures. Conversely, they argue that the parliamentary proceedings highlight the legislature's intention to leave it to the court to interpret the law and to have the power to issue injunctions going beyond the measures defined by the company.

191. They emphasise that this extended power to issue injunctions is recognised by the relevant case law, as per the decisions handed down on 18 June 2024 by the Paris Court of Appeal, and is consistent with the judge's power recognised under the general law of civil liability in the context of putting an end to unlawful conduct. They add that the court's intervention is, in any event, justified and necessary to preserve the practical effect of the action for an injunction provided for by the Duty of Care Act (Judgment of the Paris Court of Appeal of 18 June 2024, Case No. 23/14348).

192. They argue that Article L.225-102-2 of the Commercial Code may also serve as a basis for ordering the measures sought, pointing out that, by referring to the general law of civil liability, in the event of the company's failure to fulfil its legal obligations relating to the vigilance plan, the provision allows the court, in addition to awarding damages for the harm suffered, to issue an injunction.

193. **In response**, TotalEnergies SE contends that its vigilance plan is sufficiently precise and comprehensive and that, within the framework of the legislative provisions applicable to the vigilance plan, it is not within the judge's remit to assess the adequacy of the measures taken and, in any event, to impose specific measures or to take the place of the company in the management of its risks, as the plan forms part of a self-regulatory framework.

194. As regards the comprehensiveness of the plan, it argues that the risk mapping in its vigilance plan – which includes risks of serious infringements of human rights, fundamental freedoms, health, the safety of individuals and the environment resulting from its activities and those of its subsidiaries – is sufficiently detailed; that it has transparently emphasised in its due diligence plan that climate change is a global risk that does not fall within the scope of its activities; and that, as an energy producer, it reports on its controlled Scope 1 and 2 emissions, detailing the measures taken over 10 pages and referring to its sustainability report for further information

in accordance with the legal and regulatory framework.

195. It emphasises that it is not required to map the global risks that would result from climate change by reference to the Paris Agreement and the work of the IPCC – elements which are not required by law
– nor to identify, in an exhaustive manner, the climate-related risks and impacts according to the requested list, as these risks and impacts are consequential to the global phenomenon of global warming.

196. It disputes the criticisms regarding the mitigation measures set out in section 3.6.8.4 of the vigilance plan, arguing that the plan includes appropriate measures and demonstrates reasonable diligence – enabling the control and reduction of its Scope 1 and 2 emissions, which it aims to reduce by 40 per cent by 2030 compared with 2015 – and that the plan details the measures implemented in relation to Liquefied Natural Gas, the reduction of methane emissions and the continued production of oil and natural gas.

197. It points out that its Scope 3 emissions are not covered by the due diligence plan.

198. It adds that the measures sought – the injunction for which exceeds the judge's powers – are neither appropriate nor reasonable within the meaning of the law and are, moreover, without foundation.

199. In this regard, it argues that, under the law, and in accordance with the position set out in parliamentary proceedings and the Constitutional Council's decision concerning the Duty of Care Act, the judge may only order a company to comply with its legal obligations, but not prescribe the precise manner in which those obligations are to be fulfilled. It maintains that the court has the power to order a company to draw up a plan if none exists or if it is incomplete, in accordance with existing case law on the matter and the general legal principle of non-interference by the court in the management of a company.

200. Assuming that the court considers itself empowered to order specific measures, it argues that there is no rule of law enforceable against the companies supporting the claims, nor any regulatory framework or international standard, noting that the Paris Agreement and European Union standards are directed at States without imposing any obligation on companies to reduce their greenhouse gas emissions or to cease fossil fuel exploration and production activities.

201. It emphasises that scientific reports and opinions focus on the approaches that states should follow when formulating their public policy decisions to meet the obligations of the Paris Agreement, which allows for different pathways.

202. Finally, it opposes the claim based on the provisions of Article L.225-102-2 of the Commercial Code on the grounds that the text, which aims to establish liability for breach of the duty of care, does not authorise the court to order an amendment to the due diligence plan.

- The court's ruling on the compliance of the due diligence plan

  - On risk mapping

203. The first measure that the vigilance plan must include is *'a risk mapping exercise designed to identify, analyse and prioritise risks'*.

204. This is of fundamental importance insofar as its results determine the subsequent stages and thus the effectiveness of the plan.

205. It is not disputed that the risk mapping must set out the main risks identified and prioritised, with sufficient detail to enable stakeholders to understand the scope of the plan and the measures defined and implemented.

206. In this case, the risk mapping for TotalEnergies SE's vigilance plan includes the treatment of its Scope 1 and 2 emissions but excludes Scope 3 emissions, which are referred to in the sustainability reporting.

207. However, it has been held that Scope 3 emissions form part of the climate risks and impacts resulting from the group's activities, meaning that the published vigilance plan does not meet the requirements set out in Article L.225-102-1 of the Commercial Code.

208. On the basis of this finding, the vigilance plan submitted for the court's consideration is incomplete.

209. As the law empowers the judge to order the company to comply with its obligations, TotalEnergies SE must be ordered to complete the risk mapping in its current due diligence plan, taking into account, in the identification of risks, its Scope 1, 2 and 3 emissions, without prescribing the list of subsequent derived risks, which it is for the company to establish.

  - Regarding the measures requested

210. The risk mapping determines the stages of the due diligence plan.

211. In this case, it follows from the findings set out above that the risk mapping does not include Scope 3 greenhouse gas emissions.

212. The adaptation and monitoring measures, which are limited to Scope 1 and 2 emissions, do not take into account Scope 3 emissions, for which no adaptation, prevention or monitoring measures are set out in the vigilance plan.

213. The associations and the City of Paris are asking the court to order TotalEnergies SE to adopt and implement measures to achieve carbon neutrality by 2050, consistent, as a primary alternative, with the so-called *'P1'* mitigation pathway as defined in 2018 by the IPCC, in the alternative, with the so-called *'NZE'* mitigation pathway established by the International Energy Agency; and in the further alternative, with a pathway enabling global warming to be limited to 1.5°C.

214. These claims seek to have the court order specific and concrete measures requiring TotalEnergies SE to combat the global warming caused by its activities.

215. However, Article L.225-102-1-I does not provide for the court to have the power to order the company to take specific appropriate measures, which the legislature has left to the company's discretion, as was repeatedly clarified during the preceding parliamentary debates, already cited in paragraphs 130 et seq. (Opinion of the Committee on Sustainable Development and Spatial Planning on the proposal by Mr Serge Brady of 11 March 2015; Report No. 2628 of the Committee on Legal Affairs, registered with the Presidency of the National Assembly on 11 March 2015, p. 58; National Assembly Report No. 3582 of 16 March 2016, by Mr Potier, p. 20).

216. This provision simply aims *to ensure* that the parent company acting as the principal *"complies* with *the obligations set out in I"*, including the obligation to incorporate into the plan *"appropriate measures to mitigate risks or prevent serious harm*".

217. In the event of a breach of this obligation, it gives the judge the power to order the company to draw up, as part of the self-regulatory process, safeguards designed to be established in consultation with stakeholders.

218. The Act establishes judicial oversight of the inclusion in the plan of reasonable, concrete and consistent vigilance measures tailored to the risk assessment, and of their effective implementation.

219. It does not allow the judge to act in the company's stead by requiring it to put in place specific and detailed measures.

220. Consequently, it is not for the court to set a target for TotalEnergies SE to prevent or mitigate the adverse climate impacts resulting from its activities, given that the temperature limit of 1. 5°C not to be exceeded, whilst an important benchmark for understanding environmental issues and expectations, is the objective set by the parties to the Paris Agreement with a view to limiting the rise in global average temperature.

221. Pursuant to the provisions of Article L.225-102-1 of the Commercial Code, and without it being necessary to rule on the joint application under Article L.225-102-2 of the Commercial Code, which is not relevant to this action, TotalEnergies SE should be ordered to supplement its due diligence plan by including an assessment of Scope 3 GHG emissions and the related measures.

222. As the plan is incomplete, the Court must stay proceedings on the claims seeking judicial review of the implementation of these measures, in accordance with the terms of the operative part, without imposing a penalty payment.

II. On the claims brought on the basis of the provisions of Article 1252 of the Civil Code as a supplementary matter

A. On the parties' arguments and claims

223. The associations and the City of Paris request that the court order TotalEnergies SE to implement, on the

pursuant to Article 1252 of the Civil Code, appropriate measures to reduce its direct and indirect emissions, in line with the Paris Agreement, in order to help limit global warming to 1.5°C, comprising, as a principal, subsidiary, infinitely subsidiary claims, and in any event the same measures as those previously sought on the basis of Articles L.225-102-1 and L.225-102-2 of the Commercial Code.

224. They argue that Article 1252 of the Civil Code provides for an action to cease an unlawful act, which does not require proof that the traditional conditions for civil liability under ordinary law are met.

225. They maintain that the action, modelled on Article 9 of the Civil Code to prevent infringements of privacy, may be brought against any person in a position to prevent and put an end to the damage without it being necessary to prove fault. They state that, for such a claim to succeed on this basis, it is therefore sufficient to establish an objectively unlawful situation, damage or a risk of environmental damage, and a causal link between the two.

226. They point out that, as this is a preventive action, the causal link need not be proven to the same standard as in an action for damages, and specify that it is sufficient to demonstrate that the measures are capable of helping to prevent or reduce the consequences of the identified damage.

227. In support of these arguments, they contend that TotalEnergies SE's strategy – based on increasing its hydrocarbon production, the massive expansion of LNG, and the maintenance of an emissions trajectory incompatible with the 1.5°C scenarios – fails to meet the standard of prudent and diligent conduct expected of a private operator in the energy sector, as derived from the scientific and institutional consensus and underpinning the duty of environmental vigilance. This failure, in their view, constitutes objectively unlawful acts attributable to TotalEnergies SE.

228. They argue that, should proof of civil fault be required, the facts reveal in any event a breach by TotalEnergies SE of its general duty of care and, in particular, of its duty of care regarding climate change, for the reasons already set out in their claims based on the Duty of Care Act.

229. In support of their claims based on the general duty of care, they argue – in accordance with the judgments of 7 March 2006 handed down by the Court of Cassation in the Distilbène case and the decision of the Constitutional Council in the Michel Z case, rendered pursuant to Articles 1 and 2 of the Environmental Charter - that every company is subject to a general duty of care in respect of the environmental risks posed by its activities (Cass. civ. 1, 7 March 2006, Nos. 04-16.179 and 04-16.180; Constitutional Council, 'Michel Z.', 8 April 2011, No. 2011-116 QPC; Civil Chamber 3e, 13 November 2025, appeal No. 24-10.959).

230. They note that in other legal systems, the existence of a duty of care in environmental and climate matters has been recognised, and that a breach of this duty constitutes a tort (District Court of The Hague, 26 May 2021, C/09/571932 / HA ZA 19-379, MilieuDefensie v. Royal Dutch Shell; Court of Appeal, The Hague, Civil Division, 12 Nov.

2024, No. 200.302.332/01, §1).

231. Regarding the existence of damage and the causal link, they argue that the increase in greenhouse gas emissions—which already result today and will result in the future from the activities of TotalEnergies SE—constitutes the environmental damage caused to the atmosphere and establishes the link between the two.

232. They emphasise that the action is rightly directed against the holding company, which is personally responsible for establishing and monitoring its climate strategy and is in a position to impose measures on its subsidiaries regarding their future GHG emissions, which are the source of the environmental damage caused to the atmosphere and its climate-regulating functions.

233. They argue that the injunction to adopt, as a primary measure, an emissions reduction pathway compatible with limiting global warming to 1.5°C of *the 'P1'* type as defined in 2018 by the IPCC or, in the alternative, a pathway compatible with the *'NZE'* scenario, as well as the order not to proceed with the development of fossil fuel projects that have not yet been the subject of a final investment decision, are such as to ensure that the emissions of TotalEnergies SE and its subsidiaries are reduced to an extent and within a timeframe compatible with the objective of limiting global warming to 1.5°C, and to prevent irreversible climate runaway.

234. In their view, the measures required above are, within the meaning of Article 1252 of the Civil Code, reasonable and appropriate to prevent and put an end to the damage resulting from TotalEnergies SE's GHG emissions.

235. They contend that these measures are proportionate to the seriousness of the risk and the likelihood of its occurrence, and are suited to TotalEnergies SE's technical and financial capabilities, without constituting judicial interference in the management of the company.

236. **In response**, TotalEnergies SE contends that a preventive action, as provided for in Article 1252 of the Civil Code, is a claim which, under the general civil liability regime, is subject to proof of personal fault, a causal link and environmental damage, as defined by law, and that these conditions are not met.

237. It argues that the action can only be brought against the perpetrator of an unlawful act.

238. In this regard, it points out that the action – which seeks to address the greenhouse gas emissions of its subsidiaries, which are autonomous legal entities, and of their customers, who are third parties to the proceedings – does not concern its own activities.

239. It adds that, even if its activities were deemed to extend to its subsidiaries and it were considered the perpetrator of the alleged damage, it maintains that the action is conditional upon proof of clearly established fault, which the claimants have not provided.

240. It argues that its activities and those of its subsidiaries are carried out in France and abroad in compliance with the applicable legislation, which in no way prohibits the production and marketing of fossil

fuels

(oil and gas), the maintenance of related investments, or the emission of GHGs resulting, by their very nature, from these production activities and the use of the products consumed by the subsidiaries' customers.

241. It contests the allegations of a breach of a standard of conduct or a failure to fulfil a general duty of care, arguing that preventive action cannot be based on the vague concept of a 'standard of conduct' purportedly derived from a scientific and institutional consensus that does not exist.

242. It also contests the scope attributed to the Constitutional Council's *Michel Z* decision, arguing that the duty of environmental care must be interpreted solely in the light of the provisions enacted by the legislature, which has legislated in this area through the Duty of Care Act.

243. In this regard, it maintains that there is no general case-law principle of diligence applicable in environmental matters under French law, arguing that the aforementioned *Michel Z* decision is not directly applicable.

244. It highlights the fact that, in its decision, the Constitutional Council called upon the legislature to define the conditions under which an action for liability may be brought on the basis of a breach of the duty of care with regard to environmental damage, which was done by the Duty of Care Act, with which it considers the claimants to be confusing.

245. It disputes the evidence of a risk of ecological damage within the meaning of Article 1247 of the Civil Code and the existence of a causal link between its activity and the alleged damage suffered by the atmosphere.

246. Finally, it argues that the measures sought exceed the court's jurisdiction and that they are neither reasonable nor likely to prevent or put an end to the damage. In this regard, it highlights the already ambitious nature of its energy transition strategy, emphasising, in any event, that it is the overall balance of GHG emissions that is at the root of the risk of global warming, and not the isolated emissions of a single company.

247. She emphasises that there is no consensus on the pathways for economic activity, GHG emissions or the measures to be adopted by a given company, and that it is through the implementation of public policies and the adoption of national regulations that states, in line with their international commitments under the Paris Agreement, provide a framework within their national territory for the energy transition and set the pace for this transition for businesses and civil society as a whole.

B. The court's ruling

248. Article 1252 of the Civil Code states that *'irrespective of compensation for ecological damage, the court, when hearing a claim to that effect brought by a person referred to in Article 1248, may order reasonable measures appropriate to prevent or bring to an end the damage*'.

249. This provision was introduced by Law No. 2016-1087 of 8 August 2016 on the restoration of biodiversity, nature and landscapes, which inserted into Sub-Title II of the Civil Code, dealing with non-contractual liability, a new Chapter III relating to compensation for ecological damage (comprising Articles 1246 to 1252 of the Civil Code).

250. The court is hearing a preventive action seeking to require Total Energies SE to take measures to combat climate change caused by its activities.

251. The parties disagree on the conditions for implementing the preventative measures under Article 1252 of the Civil Code and on how these relate to the 2017 Duty of Care Act.

252. Whilst the Court of Appeal held, at the admissibility stage, that the two preventative actions may be invoked in a complementary manner, it noted that it was for the trial judge to assess whether or not the measures sought under one of the actions would become moot depending on the outcome of the other action (judgment of the Paris Court of Appeal of 18 June 2024, NAAT and others v TotalEnergies SE – RG No. 23/14348).

253. In the present case, as the court has ordered TotalEnergies SE to take measures in fulfilment of its climate due diligence obligation, on the basis of its duty of care arising from Article L 225-102-1 of the Commercial Code, it cannot rule on the supplementary claim without knowing what measures will be taken.

254. It is therefore appropriate to stay proceedings on the claim based on Article 1252 of the Civil Code in accordance with the terms of the operative part.

III. On the other claims

255. The decision on costs is reserved due to the stay of proceedings ordered in respect of part of the claims.

256. TotalEnergies SE, having been partially unsuccessful on the main claim, shall be ordered to pay each of the claimants compensation, pursuant to Article 700 of the Code of Civil Procedure, which it is equitable to set at the sum of 20,000 euros.

257. The nature of the case is compatible with provisional enforcement, which will be ordered in accordance with the terms of the operative part, particularly as it concerns the prevention of climate-related risks, the urgency of which is not disputed.

ON THESE GROUNDS

The Court,

1. Orders TotalEnergies SE to supplement its current vigilance plan, within six months of the service of this decision, by including Scope 3 greenhouse gas emissions in the risk mapping and the measures relating thereto, in accordance with the provisions of Article L.225-102-1 of the Commercial Code,

2. Dismisses the claims brought by the associations Notre Affaire à tous, Sherpa, Zéa, France Nature Environnement and the City of Paris, based on the provisions of Article L.225-102-2 of the Commercial Code,

3. Reserves its decision on the other claims pending the completion of the plan, which must be submitted within the prescribed time limit,

4. Consequently, refers the case to the hearing before the pre-trial judge on 21 January 2027 at 9.30 am, without imposing a penalty payment,

5. Reserves the costs,

6. Orders TotalEnergies SE to pay to each of the claimants, Notre Affaire à tous, Sherpa, Zéa, France Nature Environnement and the City of Paris, the sum of 20,000 euros (twenty thousand euros) pursuant to Article 700 of the Code of Civil Procedure,

7. Holds that there are no grounds for setting aside provisional enforcement.

Done and judged in Paris on 25 June 2026

The Re istrar [redacted] The President [redacted]