

Enforcing arbitration awards in Ireland

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A Practice note discussing enforcing arbitration awards in Ireland. This note considers the key legal and practical issues concerning the recognition and enforcement, and execution of both foreign and domestic arbitration awards in Ireland. It also addresses the defences to enforcement, and issues relating to enforcing against foreign state assets, including state immunity.

Scope of this note

Enforcement of the award is a key stage in resolving a commercial dispute through arbitration. While, in many cases, the unsuccessful party in an arbitration voluntarily complies with the tribunal's award, this is not always so, meaning it is often necessary for the award creditor to enforce the award against the uncooperative counterparty. This process can be complex, especially where it is necessary to enforce an award in a foreign jurisdiction or against the assets of a state.

This note provides practical guidance on enforcing both domestic and foreign arbitration awards in Ireland. In particular, the Note:

- Outlines the legal framework applicable for enforcing awards, including identifying the relevant conventions and treaties to which Ireland is a party.
- Describes the nature of enforceable arbitral awards.
- Discusses recognition and enforcement of an award in Ireland.
- Explains the procedure for enforcing an award in Ireland.
- Considers how enforcement can be resisted or challenged.
- Sets out the various methods of execution in Ireland.
- Discusses issues relating to state immunity.

Legal framework for enforcement

New York Convention

All arbitrations in Ireland are governed by the [Arbitration Act 2010](#) (AA 2010). This incorporates the [New York Convention](#) (NYC) (*section 24(1)(a) and Schedule 2*), which entered into force for Ireland in 1981. When ratifying the NYC, Ireland made the reciprocity reservation, meaning that it only applies the NYC to the recognition and enforcement of awards made in other NYC contracting states.

For details of other NYC signatory states, see [New York Convention enforcement table: status](#).

For further information on the NYC generally, [Practice note, Enforcing arbitral awards under the New York Convention 1958: overview](#).

Other international conventions

In addition to the NYC, the AA 2010 gives the following additional international conventions the force of law in Ireland:

- [UNCITRAL Model Law](#) (Model Law) (subject to some minor modifications) (*section 6 and Schedule 1, AA 2010*). The Model Law itself does not outline the procedure for enforcing foreign arbitral awards, which is left to each national body to determine.
- [Geneva Convention on the Execution of Foreign Arbitral Awards](#) (*section 24(1)(b) and Schedule 4, AA 2010*).
- Geneva Protocol on Arbitration Clauses 1923 (*section 24(1)(c) and Schedule 5 AA 2010*).
- [ICSID Convention](#) (also referred to as the Washington Convention) (subject to specific restrictions) (*section 25 and Schedule 3, AA 2010*).

For discussion of enforcing awards made in arbitrations conducted under the ICSID Convention, see [Practice note, Enforcing ICSID Convention arbitration awards in Ireland: overview](#).

Irish arbitration law

The [AA 2010](#) came into force on 8 June 2010 and repealed all previous Irish legislation dealing with arbitration. The AA 2010 applies to all arbitrations in Ireland, whether domestic or international, commenced after that date, as well as to proceedings for the recognition and enforcement of resulting awards.

In addition, Order 56 of the [Rules of the Superior Courts \(SI 2010/361\)](#) (RSC) sets out the procedures and rules for arbitration-related court applications.

Proposals for reform

In 2023, the President of Ireland signed into law [The Courts and Civil law \(Miscellaneous Provisions\) Act 2023](#) (2023 Act), which will insert a new section 5A into the [AA 2010](#) to the effect that the prohibitions on third-party funding in Ireland do not apply to defined "dispute resolution proceedings", including international commercial arbitration and also any proceedings arising out of an international commercial arbitration before a court performing any functions provided for in the Model Law (that is, including enforcement) (see [Legal update, Third party funding of international commercial arbitration signed into law in Ireland](#)). However, section 124 of the 2023 Act, which inserts the new section 5A into the AA 2010, is one of a handful of sections yet to be brought into force.

Currently, there are no proposals for reform that would impact the procedure for enforcement of arbitral awards in Ireland.

Domestic and international arbitration

The enforcement process for domestic and international arbitral awards in the Irish courts is broadly the same and is provided for by section 23 of the [AA 2010](#) and Order 56 of the [RSC](#) (see [Domestic awards](#)).

Arbitral awards

Enforceable awards

Formal requirements for an award. The formal requirements for an arbitral award to be valid are that it must:

- Be in writing and signed by the tribunal (where there is more than one arbitrator, it is sufficient for the majority of the arbitrators sign the award, provided that the reason for any omitted signature is stated in the award).
- State the reasons on which the award is based, unless the parties have agreed otherwise or it is a consent award, recording a settlement.
- State the date on which it is made and the seat of arbitration.

(Article 31, Model Law.)

After the award is made, a copy signed by the tribunal is delivered to each party. However, there are no specific requirements regarding the method of delivery.

Enforceable. All forms of arbitral award, including both partial and final awards, are enforceable, including:

- Monetary awards.
- Awards containing injunctions ordering or prohibiting the doing of acts.
- Declaratory awards.
- Decisions in preliminary or provisional proceedings.
- Decisions or awards by arbitral tribunals (including emergency arbitrators) granting provisional measures.

Excluded. The AA 2010 does not apply to:

- Any arbitrations commenced before the AA 2010 came into operation (on 8 June 2010) (*section 3, AA 2010*). It follows that awards made in arbitrations commenced before that date, even if issued later, cannot be enforced under

the provisions of the AA 2010. This does not necessarily mean that they are unenforceable in Ireland. Rather, previous legislation will apply, namely the Arbitration Acts 1954 to 1998 (as may be relevant to the specific arbitration in question) but the procedure for doing so is not addressed in this note.

- Disputes relating to the terms and conditions of employment, or remuneration arbitrations under section 70 of the *Industrial Relations Act 1946* (section 30(1), AA 2010).

Non-monetary obligations

All forms of arbitral award are enforceable, whether partial or final, including:

- Monetary awards.
- Awards containing injunctions ordering or prohibiting the doing of acts.
- Declaratory awards.
- Decisions in preliminary or provisional proceedings.
- Decisions or awards by arbitral tribunals (including emergency arbitrators) granting provisional measures.

Recognition and enforcement

Recognition is the process of giving the same effect or status to an award in the country where enforcement is sought, as that award has in the state where it was rendered. Under Irish law, enforcement is typically understood as being made subject to the process of execution.

Section 23(1) of the *AA 2010* states that an arbitral award is enforceable in the same manner, and has the same effect, as a judgment or order of the Irish courts.

In summary, there is no separate procedure for recognition independent of enforcement. Irish case law confirms that when an application for leave to enforce a foreign arbitral award is made (see *Obtaining recognition and enforcement*), recognition is addressed as part of that process, which would achieve any *res judicata* objective of recognition, while also preserving enforcement rights. The application results in the conversion of the award to a judgment and it can then be executed like a domestic order, using standard Irish enforcement procedures.

Disclosure of award

The AA 2010 and Order 56 of the RSC are silent as to whether a party to an arbitration award can specifically "disclose" an award in third-party proceedings. However, the parties to an arbitration award made by an arbitral tribunal under an arbitration agreement are, unless otherwise agreed by the parties, expressly permitted under the AA 2010 to rely on the award "by way of defence, set-off or otherwise in any legal proceedings in the State" (section 23(2), *AA 2010*). Typically, the amount of the award is disclosed in the application for leave to enforce an award (see *Obtaining recognition and enforcement*) and judgment is required to be entered in terms of the award for execution purposes.

Who can enforce

An arbitral award is binding for all purposes on the parties (unless otherwise agreed by the parties) (*section 23(2), AA 2010*) and is enforceable by the award creditor.

Separately, the Irish High Court has recognised the possibility of an award creditor assigning an award to a garnishee (see *Broström Tankers AB v Factorias Vulcano SA [2004] IEHC 198* (*Broström*) and *Avobone v Aurelian Oil and Gas Limited [2016] IEHC 636*). A garnishee order can be sought where it appears that the debtor has no assets of its own but there is money due and owing to it from a third party based in Ireland (garnishee). In those circumstances, an award creditor can seek to have that debt paid to them instead. In the case of garnishee orders, the garnishee must be within the jurisdiction, although a garnishee can include a firm, any member of which is resident within the jurisdiction.

Obtaining recognition and enforcement

Competent courts

All arbitration awards (save for ICSID Convention arbitration awards), whether domestic or foreign, can be enforced in Ireland, either with the leave of the Irish High Court or as an independent cause of action (*section 23, AA 2010*). In practice, almost all awards are enforced with the leave of the High Court. For discussion of enforcing awards made in arbitrations conducted under the ICSID Convention (which is dealt with under section 25 of the AA 2020), see *Practice note, Enforcing ICSID Convention arbitration awards in Ireland: overview*.

The High Court operates a dedicated "Arbitration List" and appoints an Arbitration Judge to handle all applications and proceedings before the High Court relating to arbitrations under the 2010 Act.

Procedure for applying for enforcement

Domestic awards

While the Model Law applies to both international commercial arbitrations seated in Ireland and domestic arbitrations (*section 6, AA 2010*), this does not extend to the recognition and enforcement in Ireland of awards rendered in domestic arbitrations. The AA 2010 provides that articles 35 and 36 of the Model Law, which address recognition and enforcement of arbitral awards, do not apply to domestic awards (*section 23(4)*). In any event, the NYC does not, by its own terms, apply to the recognition and enforcement of domestic awards (*article I(1), NYC*).

The enforcement process for domestic awards is provided for by section 23 of the AA 2010 and Order 56, rule 3(1)(j) of the RSC. The same process applies to the enforcement of interim measures granted under article 17H of the Model Law (see *Interim remedies*).

Arbitration awards can be enforced in Ireland either with the leave of the Irish High Court or as an independent cause of action (*section 23(1), AA 2010*) (see *Competent courts*). This section considers the process where an application for leave is made.

An application for leave to enforce, which will be determined on affidavit evidence (unless otherwise directed) is commenced by an originating notice of motion (*Order 56, rule 3(1)*). This is grounded on an affidavit sworn by, or on behalf of, the moving party, setting out the basis on which the court has jurisdiction to grant the relief sought (*Order 56, rule 6(2)*). The originating motion and grounding affidavit (together with any exhibits) must be served on each respondent (*Order 56, rule 6(3)*). The

respondent to the motion to enforce (that is, the other party or parties against whom enforcement is sought) can file a responsive affidavit in reply, resisting the application (*Order 56, rule 6(4)*), to which the applicant can further respond (*Order 56, rule 6(6)*). For further discussion, see [Form of application and evidence](#).

The AA 2010 definition of "award" includes partial (as opposed to final) awards, which are also capable of being enforced (see [Enforceable awards](#)).

The High Court can determine the application based on the affidavit evidence before it, however, the judge may direct that a hearing take place where they consider a substantial dispute of fact is likely or that a hearing is otherwise necessary or desirable in the interests of justice (*Order 56, rule 6A, RSC*) (see [Procedure](#)).

Where leave to enforce is given by the High Court, judgment may be entered in terms of the award (*section 23(1), AA 2010*).

As there is no provision in either the AA 2010 or Order 56 for the application for enforcement of an award under section 23(1) AA 2010 to be made *ex parte*, there are no specific formal service requirements once the order is made.

Foreign awards

The process to enforce foreign arbitral awards in the Irish courts is broadly the same as for domestic awards, and is provided for by section 23 of the [AA 2010](#) and Order 56 of the [RSC](#) (see [Domestic awards](#)).

The provisions of the NYC are also relevant (*section 24(1)(a) and Schedule 2, AA 2010*), however, these apply only to the recognition and enforcement in Ireland of arbitral awards made in another NYC contracting state (see [New York Convention](#)). The NYC is clear that the recognition and enforcement of international awards should not be subject to more onerous conditions or higher fees and charges than those that apply to the recognition or enforcement of domestic arbitral awards (*article III, NYC*).

In the same way as for domestic awards, international partial awards are included in the definition of "award" under the AA 2010 and so are also capable of being enforced in the same way as final awards. Where an award deals with a dispute outside of the terms of the arbitration agreement and those decisions can be separated, only the part of the award that includes decisions on matters submitted to arbitration can be recognised and enforced (*article 36(1)(iii), Model Law* and *article V(1)(c), NYC*).

International arbitration awards may be enforced in Ireland either with the leave of the Irish High Court or as an independent cause of action (*section 23(1), AA 2010*). This section considers the process where an application for leave is made.

As with enforcement of a domestic award, an application for leave to enforce is commenced by an originating notice of motion (*Order 56, Rule 3(1), RSC*) and determined on affidavit. Depending on the jurisdiction in question, leave to serve the originating notice of motion out of the jurisdiction under Order 11 of the RSC may also be required.

It is not necessary for the award creditor to demonstrate that the respondent to an application for recognition and enforcement of a foreign award has assets in Ireland. However, the Irish High Court has held that, for the court to exercise jurisdiction over a respondent to enforce a foreign arbitral award in Ireland, there must be a "solid practical benefit" to be gained from having the award recognised and enforced in Ireland (see *Yukos Capital Sarl v OAO Tomskneft VNK [2014] IEHC 115* (*Yukos*) and, more recently, *Petersen Energia Inversora SAU and others v Argentine Republic [2025] IEHC 463*).

Therefore, the applicant should be able to satisfy the Irish court that, even if there are currently no assets in Ireland against which to enforce, making an order for recognition and enforcement is not likely to be an exercise in futility. If no "solid, practical benefit" to obtaining an order for recognition and enforcement can be demonstrated, the proceedings are likely to be susceptible to a successful jurisdictional challenge.

Where leave to enforce is given by the High Court, judgment may be entered in terms of the award (*article 23(1), AA 2010*).

The value of the award does not need to be converted into Euro to be recognised in Ireland. However, if enforcement options are to be pursued within the jurisdiction, it may be necessary to obtain the Euro equivalent. This would be done at the point of execution.

Form of application and evidence

Domestic awards

The procedure for the recognition and enforcement of domestic awards is set out in Order 56, and requires an application grounded on an affidavit (see *Procedure for applying for enforcement*).

The affidavit grounding an application for leave to enforce a domestic award must explain the basis on which it is said that the Irish courts have jurisdiction to make an order for enforcement (*Order 56, rule 6(2), RSC*). Although not an express requirement of Order 56, the affidavit should exhibit an original or copy (ideally certified) of the award to be enforced. The affidavit should include the name and registered place of the solicitor to be served (or where a party is not represented by a solicitor, the name and address for service of that person) (*Order 121, rule 4, RSC*).

Following service of the grounding affidavit and exhibits, together with the originating notice of motion, an affidavit of service must be filed detailing the names and addresses of those who have been served, as well as the places and dates of service. The affidavit will also state the fact and reason why anyone has not been served who should have been (*Order 56, rule 6(7)*).

The party against whom enforcement is sought is entitled to submit an affidavit in reply, outlining concisely any objections to the application seeking leave to enforce (see *Resisting enforcement of domestic award*) (*Order 56, rule 6(4) and (5), RSC*). The applicant is in turn entitled to submit a further affidavit in response to a replying affidavit (*Order 56, rule 6(6), RSC*).

Foreign awards

As regards the necessary proofs and documents required to be placed before the Irish courts in seeking to enforce an award given in arbitral proceedings outside of Ireland, the affidavit grounding the enforcement application must:

- Include reference to the jurisdiction of the Irish courts to make an order for enforcement (*Order 56, rule 6(2), RSC*).
- Given the requirements of article 35(2) of the Model Law, exhibit either an original or a copy of the award that is sought to be enforced. The NYC goes slightly further and requires that the applicant supply either the duly authenticated original award, or a certified copy, as well as the original arbitration agreement under which the award was made, again either the original or a duly certified copy (*article IV(1), NYC*).
- Where the award is not in one of the official languages of Ireland, the court may also request that a translation of the award, into either Irish or, more commonly, English, be provided (*article 35(2), Model Law*). According to the NYC, any translation is to be a certified translation (*article IV(2)*).

Whether the additional requirements of the NYC must be met will depend on where the arbitral proceedings giving rise to it were seated as the NYC will only apply where the award was given in a contracting state to the NYC.

As for domestic awards, the affidavit should include the name and registered place of the solicitor to be served (or where a party is not represented by a solicitor, the name and address for service of that person) (*Order 121, rule 4, RSC*). Likewise, following

service of the grounding affidavit and exhibits, together with the originating notice of motion, an affidavit of service must be filed detailing the names and addresses of those who have been served, as well as the places and dates of service. The affidavit will also state the fact and reason why anyone who should have been served, has not been (*Order 56, rule 6(7)*).

The party against whom enforcement is sought is entitled to submit an affidavit in reply, outlining any objections to the application seeking leave to enforce (*Order 56, rule 6(4) and (5), RSC*). These should be based on one or more of the grounds outlined in article 36(1) of the Model Law (or in virtually identical terms under article V of the NYC) (see [Resisting enforcement](#)). The applicant is in turn entitled to submit a further affidavit in response to a replying affidavit (*Order 56, Rule 6(6), RSC*).

Interim remedies

Interim remedies can also be granted by an arbitral tribunal under article 17 of the Model Law, including an order for a party to:

- Maintain or restore the status quo pending determination of the dispute.
- Take action to prevent or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself.
- Provide a means of preserving assets out of which a subsequent award may be satisfied.
- Preserve evidence that may be relevant and material to the resolution of the dispute.

Interim measures can be enforced under article 17H of the Model Law and a party seeking to enforce such an order should follow the relevant procedures outlined above, according to whether the order was made in an arbitration seated in Ireland or in another jurisdiction.

Security

A court considering an application for recognition and enforcement of a foreign award may, on application by the award creditor, order the party against which enforcement is sought to provide security, where an application to set aside or suspend that award is pending before the courts of the seat of arbitration (*article 36(2), Model Law*). Similar provision is made in the NYC (Article VI, NYC).

Interest

Tribunals may award pre- and post-award interest, and recognition/judgment in Ireland typically carries the award's interest terms forward. When leave to enforce an award it sought, it is therefore important to seek judgment "in terms of the award" in order to preserve interest accrual as awarded. The Irish judgment will incorporate the interest provisions of the award, and interest will continue to accrue in accordance with the award's terms until payment.

Resisting enforcement

Applications to set aside or otherwise challenge arbitral awards are matters for the courts of the seat of arbitration and not the enforcing court, unless the award was also rendered in the jurisdiction where enforcement is sought (*articles 34 and 36, Model Law*).

Resisting enforcement of domestic award

The AA 2010 does not permit a party to appeal an arbitral award to an Irish court.

The only recourse available (other than a post-award application to the tribunal for a correction or interpretation of the award, or an additional award (*article 33, Model Law*) is to apply for the award to set aside under article 34 of the Model Law. Article 36 of the Model Law, which provides for various grounds for refusing recognition and enforcement, does not apply to domestic awards (*section 23(4), AA 2010*).

For the Irish High Court to set aside an award, it must be satisfied that the applicant has proved one or more of the grounds provided for in Article 34 of the Model Law (*Snoddy v Mavroudis [2013] IEHC 285* (Snoddy)). In *Delargy v Hickey [2015] IEHC 436*, the High Court held that those grounds are discretionary in nature, meaning that, even where the applicant satisfies that court that one or more of the grounds in article 34 applies, the court maintains a discretion as to whether to set aside the award.

The article 34 grounds to set aside, which broadly mirror those grounds for refusing recognition or enforcement under article 36 of the Model Law, do not provide any basis for the court to review an award on the merits, nor on the basis that the arbitrator made an error of law (*Snoddy and FBD Insurance plc v Samwari Ltd [2016] IEHC 32*).

The court may set aside an award where it is satisfied, on application by a party, that:

- A party to the arbitration agreement was under some incapacity or the agreement was not valid under the law to which the parties have subjected it or, failing any indication, under the law of the country where the set aside application is made.
- The party against whom enforcement is sought, was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings, or was otherwise unable to present its case.
- The award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration or contains decisions on matters beyond the scope of the submission to arbitration. If the decisions on matters submitted to arbitration can be separated from those not submitted, only that part of the award that contains decisions on matters not submitted to arbitration can be set aside.
- The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, or, failing such agreement, was not in accordance with the Model Law.

(Article 34(2)(a), Model Law.)

An award may also be set aside where the court finds, whether on application by a party or of its own motion, that either:

- The subject-matter of the dispute is not capable of settlement by arbitration under Irish law.
- The award conflicts with Irish public policy.

(Article 34(2)(b).)

For discussion of Irish public policy, which is narrowly interpreted by the courts, see [Enforcement contrary to public policy](#).

Where an application is made to set aside an award issued in proceedings seated in Ireland, the court has discretion to suspend any ongoing enforcement proceedings.

There is no right of appeal against the High Court's decision on an application to set aside an award (whether it grants or refuses the application) (*section 11(b), AA 2010*).

Foreign awards

An application to set aside, or otherwise challenge, an award must be made to the courts at the seat of arbitration. The grounds on which a party may seek to resist enforcement of an award in Ireland under article 36 of the Model Law broadly mirror those on which a party may seek to have an Irish award set aside under article 34 (in respect of Irish awards, see [Resisting enforcement of domestic award](#)).

Under article 35 of the Model Law, an award will be recognised as binding, irrespective of the country in which it was made, and will be enforced on application to the Irish High Court (see [Competent courts](#)). Recognition or enforcement of a foreign award may be refused only on one or more of the following grounds:

- Where the party against whom enforcement is sought, in its replying affidavit, satisfies the court that:
 - a party to the arbitration agreement was under some incapacity or the agreement was not valid under the law to which the parties have subjected it or, failing any indication, under the law of the country where the award was made;
 - it was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings, or was otherwise unable to present its case.
 - the award either deals with a dispute not contemplated by, or not falling within, the terms of the submission to arbitration, or contains decisions on matters beyond the scope of the submission to arbitration. If the decisions on matters submitted to arbitration can be separated from those not submitted, only that part of the award that contains decisions on matters submitted to arbitration can be recognised and enforced;
 - the composition of the tribunal or the arbitral procedure was not in accordance with the parties' agreement, or, failing such agreement, was not in accordance with the law of the seat of arbitration; or
 - the award is not yet binding on the parties or has been set aside or suspended by a court at the seat, or under the law applicable to the award.
- Where the Irish court finds, whether on application by a party or of its own motion, that either:
 - the subject-matter of the dispute is inarbitrable under Irish law; or

- recognition and enforcement would be contrary to Irish public policy (as to which, see *Enforcement contrary to public policy*).

(Article 36(1), Model Law.)

These grounds mirror those provided for in article V of the NYC.

Ireland's enforcement obligations under the NYC and the Model Law must be interpreted considering the normal limitations on the Irish court's jurisdiction. In *Yukos*, Judge Kelly pointed out that this jurisdictional inquiry is fact-specific and entirely separate from the grounds for refusing enforcement of an international award (in the case under the NYC). Accordingly, the question of whether the court has jurisdiction to enforce an award is a threshold issue, which is automatically met where the award to be enforced is a domestic one, but which requires further consideration where the award is international.

Enforcement contrary to public policy

In *Broström*, the leading Irish authority on public policy in the context of enforcement of arbitral awards, the court confirmed that it is the public policy of Ireland, not that of the seat of the arbitration, that is relevant. For the court to find that enforcement of an award would be contrary to Irish public policy, there must be "some element of illegality, or [the] possibility that enforcement would be wholly offensive to the ordinary responsible and fully informed member of the [Irish] public". Therefore, the public policy exception is narrowly interpreted under Irish law.

This narrow scope was reaffirmed in *Charwin Limited T/A Charlie's Bar v Zavarovalnica Sava Insurance Company DD [2021] IEHC 489 (Charwin)*, where the High Court observed that it followed from the conclusions in *Broström* that the public policy defence extends "only to a breach of the most basic notions of morality and justice". In *Charwin*, the court rejected the argument that an insurance dispute arising from the coronavirus pandemic was inarbitrable due to public policy. Judge Barniville said he had to balance the need to ensure that sensitive matters of public interest are debated and resolved before national courts with "the promotion of arbitration as a vibrant system of dispute resolution for parties who freely choose to arbitrate rather than litigate their differences".

There is no known instance of an Irish court refusing to enforce an arbitral award (domestic or international) because of public policy.

Procedure

An award debtor seeking to resist enforcement of an international award must file an affidavit with the court, in response to the creditor's affidavit seeking enforcement, and set out which of the grounds for refusal under Article 36 of the Model Law apply (see *Foreign Awards*). While the court may refuse enforcement on either of the two grounds set out in article 36(1)(b) of the Model Law of its own motion, in practice, they will nearly always be raised by the party seeking to resist enforcement.

When seeking to resist enforcement of a domestic award, article 36 does not apply (*section 23(4), AA 2010*) but, in responding to the creditor's affidavit seeking enforcement, the respondent must set out concisely the grounds it does rely on (*Order 56, rule 6(5), RSC*).

In the case of any award (whether domestic or international), the procedure for a party applying to the High Court to have the award set aside under article 34 of the Model Law (see *Resisting enforcement of domestic award*) is also set out in Order 56, rule 6 of the RSC. Generally, an application to set aside the award must be made by an originating notice of motion within three months of receipt of the award by the applying party (*article 34(3), Model Law*). However, where a party seeks to set

aside an award based on an alleged conflict with Irish public policy, that application must be made within 56 days from the date on which the circumstances giving rise to the application became known (or reasonably ought to have become known) (*section 12, AA 2010*).

The originating notice of motion must be grounded on an affidavit sworn by or on behalf of the award debtor, and copies of the notice of motion and grounding affidavit must be served on the other parties to the arbitration and the arbitral tribunal at least 14 days before the date fixed for the hearing of the opposition motion (*Order 56, rule 6(3), RSC*). On the return date, the court will give directions and make orders for the conduct of the proceedings as appear convenient. These may include directions as to:

- The exchange of points of claim or defence.
- The exchange of memorandum to agree any issues of fact or law to be determined.
- Where it appears to the court that the subject matter of the application is likely to involve a substantial dispute of fact or otherwise necessary or desirable in the interests of justice, that the application be determined by way of plenary hearing (along with directions in relation to the exchange of pleadings between the parties).
- The furnishing to the court and delivery of written submissions.

(*Order 56, rule 6A, RSC*.)

Execution

Methods of execution

An arbitral award is enforceable in Ireland by the High Court in the same manner and effect as a judgment or order of that court (*section 23(1), AA 2010*). This means that the award creditor has several enforcement options, depending on the nature of the assets available to enforce against, including:

- An execution order (or order of fieri facias), which orders the seizure and sale of personal property belonging to the judgment debtor in Ireland by publicly appointed sheriffs. The relevant procedural requirements are set out in Order 36 of the [Circuit Court Rules](#) (CCR) and Order 42 of the [RSC](#).
- A holder of a judgment can register that as a judgment mortgage against real property in Ireland owned by the judgment debtor. This then operates as if the judgment debtor had mortgaged the property to the judgment creditor. If payment is not made, the judgment creditor can force the sale of the property by court application. The sale of the property is a court-managed process. The relevant procedural requirements are set out in Order 5B of the CCR and Order 3 of the RSC.
- A charging order can be obtained by the judgment creditor over any Irish government stock, funds, annuities, or any stocks or shares in any public or private company in Ireland, owned by the judgment debtor. An application to the Irish courts can also be made to charge stock of an English company carrying on business in Ireland. The relevant procedural requirements are set out in Order 46 of the RSC.

- A garnishee order can be sought where it appears that the debtor has no assets of its own but there is money due and owing to it from a third party based in Ireland (garnishee). In those circumstances, judgment creditors can seek to have that debt paid to them instead. The garnishee must be within the jurisdiction, although a garnishee can include a firm, any member of which is resident within the jurisdiction. The relevant procedural requirements are set out in Order 38 of the CCR and Order 45 of the RSC.
- A receiver by way of equitable execution can be appointed over the judgment debtor's Irish property. Equitable execution is a mode of relief granted to the judgment creditor where the ordinary methods of execution are unavailable or unlikely to be effective and all other reasonable avenues to execute the judgment have been exhausted. Future assets can be attached in this way, in appropriate circumstances. The relevant procedural requirements are set out in Order 39 of the CCR and Order 45 of the RSC.
- Liquidation of an Irish-registered debtor company or bankruptcy of the judgment debtor can also be effective in securing payment. A judgment creditor can petition the High Court for the appointment of a liquidator to wind up the judgment debtor company (if Irish) or to bankrupt an individual debtor and to realise the assets of the debtor for the benefit of its creditors. The relevant procedural requirements are set out in Order 74 of the RSC.
- A judgment creditor can also seek an order to examine the judgment debtor or related individuals to obtain information about the debtor's assets (known as cross-examination in aid of execution). The relevant procedural requirements are set out in Order 18 of the CCR and Order 42 of the RSC.
- The court can order civil imprisonment as a result of a failure to comply with a payment order (such as an instalment order). The relevant procedural requirements, which would require an application for a committal order, are set out in Order 37 of the CCR and Order 44 of the RSC.

Set off

Unless otherwise agreed by the parties, an award must be treated as binding for all purposes on the parties who made the arbitration agreement (*section 23(2), AA 2010*). Therefore, an award creditor or other party to the agreement can rely on the award to raise a set-off right.

Opposing execution

The AA 2010 expressly excludes any possibility of an appeal against a decision of the High Court recognising and declaring enforceable an arbitral award under Chapter VIII (that is, article 35 of the Model Law (*section 11(b)(ii), AA 2010*)). Similarly, the AA 2010 excludes appeals against decisions of the High Court in relation to set aside applications under article 34 of the Model Law (*section 11(b)(i), AA 2010*).

Enforcement against states

Position on state immunity

Where an entity claims sovereign immunity in Ireland, the claim to immunity is to be assessed pursuant to Irish law. Ireland recognises the restrictive doctrine of state (sovereign) immunity. However, it is not a signatory to either the:

- European Convention on State Immunity 1972 (which established common rules relating to the scope of the immunity of one state from the jurisdiction of the courts of another).
- *United Nations Convention on Jurisdictional Immunities of States and their Property* (UN Convention) (which is yet to become effective but sets out the circumstances under which a foreign state is not immune from the jurisdiction of another state).

In *Saorstát and Continental Steam Ship Company v De Las Morenas* [1945] IR 291, the Supreme Court of Ireland held that the immunity of sovereign states and their rulers from the jurisdiction of the courts of other states has long been recognised as a principle of international law, and forms part of Irish municipal law by reason of Article 29, paragraph 3 of the *Constitution of Ireland*. This provides that Ireland accepts the generally recognised principles of international law as its rule of conduct in its relations with other states.

Subsequent case law has made it clear that in Ireland sovereign immunity is not absolute, existing on a much more restricted basis. In the Supreme Court's decision in *Government of Canada v Employment Appeals Tribunal* [1992] IR 484, Supreme Court Justice O'Flaherty concluded:

- Whether any doctrine of absolute sovereign immunity had been conclusively established in Ireland was doubtful.
- Even if the doctrine had been established, any doctrine of absolute sovereign immunity had now expired.
- Where the activity in question "truly touches the actual business or policy of the foreign government" (as opposed to the "business of trade"), then immunity should still be given.

This is in line with EU law (*C-154/11 Ahmed Mahamdia v People's Republic of Algeria*, 19 July 2012, *ECLI:EU:C:2012:491 at 55*.)

The question of foreign sovereign immunity does not often arise in Ireland. However, several cases have arisen in the context of diplomatic and consular missions and their contractual relationship with employees in Ireland. These cases clarify that sovereign immunity must be assessed based on the factual circumstances that apply to a given case. Not all of the activities of a State will be considered immune from the jurisdiction of the Irish courts. The two-step assessment set out below must be applied:

- Is the actor claiming sovereign immunity an agent of a foreign state?
- If so, is the activity the actor is engaged in public, rather than private, in nature?

(*Brady v Choiseul t/a Potato Services, SJ McCraight (Potatoes) Ltd and Department of Agriculture and Rural Development* [2016] IEHC 552 at 19.)

Immunity from enforcement

In *Petersen Energia Inversora S.A.U. & Ors v. Argentine Republic* [2025] IEHC 463, which concerned an attempt to recognise a New York judgment against the Republic of Argentina in Ireland, the High Court clarified that the issue of sovereign immunity was not a question that it was required to deal with on a *prima facie* basis at the preliminary jurisdictional phase of proceedings for

recognition and enforcement. It was held that it should instead be dealt with by the trial judge at the hearing of the enforcement application (including the possibility that additional expert evidence on Argentine law and political context may be required). In that case, jurisdiction was declined on "practical benefit" grounds as the applicant was unable to establish that Argentina possessed assets in Ireland other than diplomatic and consular assets, which are generally immune from enforcement. This meant the court did not definitively rule on the sovereign immunity issue. However, the judge's comments suggested that the Irish courts may be open to aligning with the New York court's conclusion that Argentina acted as a commercial entity in breaching its contractual obligations, therefore nullifying its sovereign immunity defence in that jurisdiction.

Immunity from execution

Execution immunity applies post-recognition and restricts measures against sovereign property (for example, diplomatic/consular premises, central bank assets), leaving only commercial-use property available. Even where an award is declared enforceable, execution against immune assets will be refused.

Whilst jurisdictional immunity arguments may be raised at recognition stage, they are not conclusively determined at that stage. Execution immunity arises after recognition has been granted and concerns the specific assets against which enforcement is sought. However, the requirement to identify assets at the recognition stage (as per *Petersen Energia*) means that practitioners will consider both the availability of non-immune assets and the practical benefit of recognition before commencing proceedings. The *Petersen Energia* case reinforced the position that an Irish court will not adopt jurisdiction to deal with an application for recognition and enforcement of an award if a practical benefit in doing so cannot be identified. The court required there to be identifiable assets in Ireland or some other clear discernible benefit to enforcement before it would grant recognition. Jurisdiction was successfully challenged in that case due to the absence of identifiable assets (other than diplomatic assets) in Ireland, notwithstanding that the plaintiffs explained they wanted to be able to avail of Ireland's wide-ranging enforcement procedures including discovery and court-appointed receivers in aid of execution.

Ireland is bound by the rules of customary international law (despite not being a party to the UN Convention). Article 19 of the UN Convention sets out exceptions to state immunity in relation to enforcement measures, including express consent, where the state has allocated the property to satisfy the claim in question or the property is used for commercial purposes. Similarly, the European Convention on State Immunity 1972, prohibits enforcement measures save only where there is an express waiver.

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