

Ireland's Pro-Enforcement Approach to Foreign Arbitral Awards

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The Irish courts have consistently adopted a strongly pro-enforcement stance toward foreign arbitral awards. Grounds for refusal of recognition and enforcement of awards are narrowly construed, and the courts enforce awards promptly unless there is a very clear and compelling reason not to.

Recent Irish High Court decisions have reaffirmed confidence in Ireland as a reliable, pro-enforcement jurisdiction.

Legislative Framework

All arbitrations in Ireland are governed by the Arbitration Act 2010 (**2010 Act**). (See our earlier [briefing](#) on the application of the 2010 Act to arbitrations generally).

The UNCITRAL Model Law on International Commercial Arbitration (**Model Law**) is incorporated in full as Schedule 1 to the 2010 Act, and section 6 provides that the Model Law "shall have the force of law in the State".

The Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (**NY Convention**), which Ireland acceded to in 1981, is given effect through Schedule 2 to the 2010 Act, with section 24(1) confirming that it has force of law in this jurisdiction.

In Ireland, foreign arbitral awards granted in a NY Convention contracting state are enforced under the Convention, while foreign awards falling outside the scope of the NY Convention are enforceable under Articles 35 and 36 of the Model Law. Here, we discuss both given the similar requirements under both regimes.

The Irish High Court has a dedicated Arbitration List, presided over by the President of the High Court, which deals with all arbitration related matters, including applications for recognition and enforcement of awards.

Procedure for Recognition and Enforcement of Foreign Arbitral Awards.

Article 35 of the Model Law / Article III of the NY Convention obliges contracting states to recognise foreign arbitral awards as binding and to enforce them in accordance with their own rules of procedure.

The process for enforcing foreign arbitral awards in Ireland largely mirrors that for domestic awards and is governed by section 23 of the 2010 Act, together with Order 56 Rule 3 of the Rules of the Superior Courts.

An award may be enforced either by bringing an action or by applying to the High Court for leave. A leave application must be brought by originating notice of motion, supported by an affidavit establishing the Irish courts' jurisdiction to order enforcement. An original or a copy of the award that is sought to be enforced must be exhibited to the affidavit, as per Article 35(2) of the Model Law (the court may request a translation of the award if the award is not in one of the official languages of Ireland). Article IV of the NY Convention sets out additional documentation requirements in this regard.

The respondent to an enforcement application is entitled to submit a replying affidavit, outlining their objections, which can be jurisdictional in nature or based on one of the grounds outlined at Article 36 of the Model Law / Article V of the NY Convention, which are discussed below.

Where leave to enforce is given, judgment may be entered in the terms of the award. Determinations of the High Court in such matters are final, which promotes speed and certainty in enforcement.

Jurisdiction

While it is not a necessary prerequisite for the respondent in an application to enforce to have assets in Ireland, establishing a jurisdictional basis, particularly where neither party has a connection to Ireland, is essential to securing enforcement of a foreign arbitral award in Ireland.

For the court to have jurisdiction, there must be a “solid practical benefit” to having the award recognised and enforced in Ireland (see *Yukos Capital S.A.R.L v OAO Tomskneft VNK* [2014] IEHC 115 and *Avobone N.V. v Aurelian Oil and Gas Ltd* [2016] IEHC 63).

Limited Grounds for Refusal under Article 36 Model Law / Article V NY Convention

Recognition and enforcement of foreign arbitral awards may be declined only on the narrow and exhaustive grounds listed in Article 36 of the Model Law, which closely mirror those set out in Article V of the NY Convention. These grounds include:

- incapacity of a party or invalidity of the arbitration agreement;
- lack of proper notice of the appointment of the arbitrator or of the arbitration proceedings or if a party was otherwise unable to present its case;
- if the award addresses matters beyond the scope of the arbitration agreement (but where the parts of the award that exceed the tribunal’s mandate can be separated from the matters properly submitted, the valid portions remain enforceable);
- the composition of the arbitral authority or procedure was not as agreed between the parties or if no agreement, was not in accordance with the law of the country where the arbitration took place; or
- the award has not yet become binding on the parties or has been set aside or suspended by a competent authority of the country where the award was made.

The burden falls on the party opposing the recognition and enforcement of the award to raise and prove one of the above grounds for refusal to apply.

Additionally, the courts may refuse recognition and enforcement where the subject matter of the dispute is not capable of settlement by arbitration under the law of that country or if recognition and enforcement would be contrary to public policy.

Approach of the Irish Courts to Challenges under Article 36 Model Law / Article V NY Convention

The Irish courts have consistently adopted a strict and narrow interpretation of the grounds for refusing recognition and enforcement of foreign arbitral awards. Challenges to an award, or applications to adjourn (see further below), will only be entertained where there is a clear and well-substantiated basis for departing from the default position of granting recognition and enforcement.

For example, a challenge to enforcement of an arbitral award on the basis that the respondent had been unable to present their case at the arbitration failed where the High Court was satisfied that fair procedures were followed (see *Hoban v Coughlan* [2017] IEHC 301). Further, the High Court held that an arbitrator may have jurisdiction over issues not expressly set out in the Notice to Refer as this document need not anticipate every defence or counter issue that may emerge from pleadings (see *Bowen Construction Ltd (In Receivership) v Kelly’s of Fantane (Concrete) Ltd (In Receivership)* [2019] IEHC 861).

Brostrom Tankers AB v Factorias Vulcano SA [2004] IEHC 198 is our leading authority on the public policy exception. In this case, the court noted that there are strong public policy considerations in favour of enforcing awards and that this was no less so in the case of NY Convention awards, although such a leaning in favour of enforcement will not stand in the way of refusal if it is required as a matter of public policy.

The court held that Irish public policy, not that of the arbitral seat, is the relevant standard, and that refusal of enforcement is reserved only for breaches of the most basic notions of morality and justice. Arguments raised in the case that enforcement would undermine Spanish insolvency protections and risk granting the award creditor an advantage unavailable under Spanish law, were firmly rejected by the court. To engage the public policy bar, there must be some element of illegality, or enforcement must be clearly injurious to the public good or wholly offensive to the public. Subsequent case law has reaffirmed this narrow scope and so for parties looking to enforce in Ireland, objections framed under the public policy ground are unlikely to disrupt enforcement unless they come within the confines of the interpretation set out in *Brostrom*.

Limited Scope for Adjournment under Article 36 Model Law / Article VI NY Convention

Under Article 36(2) of the Model Law, where an application to set aside or suspend an award is pending before the courts at the seat of arbitration, the court in the enforcing state has a discretion to adjourn the recognition and enforcement proceedings and may also order the resisting party to give appropriate security as a condition of any adjournment. Article VI of the NY Convention allows adjournment of an enforcement application on this basis.

The court in *Danish Polish Telecommunication Group I/S v Telekomunikacja Polska S.A.* [2011] IEHC 369 held that the mere existence of a challenge to an arbitral award would not, in itself, normally be sufficient grounds to adjourn an application for recognition and enforcement. The court must be satisfied that there were reasonable or substantial grounds or a seriously arguable case for contending that the challenge to the award may succeed. In that case, the court adjourned the recognition and enforcement decision – pending the determination of the set aside proceedings in Austria – but also ordered that security be put in place.

However, *VTG Entreprenad AB v Mainline Power Ltd* [2024] IEHC 455 confirms that merely contemplating a set aside application at the seat does not prevent the Irish courts from enforcing the award. In this case, there was no application yet made in Sweden to challenge the award and the Irish High Court was satisfied to make an order enforcing the award in circumstances where there was a valid arbitral award, there was no resistance to its recognition and enforcement and none of the limited grounds for refusal were present.

Further, in *Site Facility APS v Randridge Holdings Ltd* [2025] IEHC 668, the High Court confirmed that the mere existence of a foreign challenge is not, by itself, sufficient to justify delaying enforcement. The court granted the applicant's request to recognise and enforce the Danish arbitral award against the Irish respondent. Although given ample notice, the respondent did not appear and provided no evidence of a valid challenge or of any Danish proceedings to suspend or set aside the award.

In seeking an adjournment, a party must be able to adequately evidence the basis for its application. In a 2025 judgment, *Project Solarteknik Fundz Inwestycyjny Zamkniety v Solas Bond Company DAC & anor* [2025] IEHC 64, the High Court refused an adjournment application sought on the basis of a proposed scheme of arrangement under the Companies Act 2014, finding the respondent had failed to put forward sufficient evidence demonstrating that such a scheme was likely to proceed. The court determined that no Model Law or NY Convention grounds for refusal of enforcement were properly maintained and the applicant was entitled to have finality by way of the recognition and enforcement of the award.

Conclusion

What is particularly notable across the case law is the Irish courts' consistency. It applies the Model Law and NY Convention in a manner that is predictable, principled, and firmly pro-enforcement. The Irish courts are fully aligned with international best practice. For parties seeking enforcement, this level of clarity and consistency is a significant advantage. It underscores Ireland's position as a reliable, supportive and enforcement friendly jurisdiction.

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