

# IRELAND

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## ENFORCEMENT OF JUDGMENTS

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## 1. What are the applicable legal frameworks relating to the recognition and enforcement of foreign court judgments?

What are the main international treaties or conventions that apply?

- The Brussels Recast Regulation (Regulation (EU) 1215/2012) applies to the enforcement within the EU of judgments issued by a court in an EU Member State. A judgment from another EU Member State shall be enforced under the same conditions as a judgment from the EU Member State addressed (Article 41).
- The Lugano Convention 2007 is a treaty regulating the recognition and enforcement of judgments between the EU and certain EFTA states (Switzerland, Norway and Iceland). The Lugano Convention is similar in scope to the Brussels Recast Regulation in terms of the matters covered, the concept of judgment and the defences available.
- The Hague Convention on Choice of Court Agreements 2005 establishes rules for recognition and enforcement of judgments within its scope across participating states. It applies where there is an exclusive jurisdiction agreement concluded after the instrument entered into force for the relevant state. Currently, those states are EU Member States (with Denmark acceding separately), Albania, Bahrain, Mexico, Monaco, Montenegro, Moldova, North Macedonia, Singapore, Switzerland, Ukraine and the United Kingdom.
- The Hague Judgments Convention 2019 sets out the conditions for recognition and enforcement of judgments within its scope for participating states. The participating states are EU Member States (excluding Denmark), Albania, Montenegro, Ukraine, Uruguay and the United Kingdom. The Convention will enter into force with regard to Andorra from 1 June 2026. The Convention only applies where the relevant judgment meets one or more of the jurisdictional criteria at Article 5(1).

What legal principles apply if there is no applicable international treaty or convention?

If no treaty or convention applies, Irish common law rules determine whether the foreign judgment will be recognised and enforced. Enforcement at common law is more restrictive and the relevant prerequisites are as follows:

- The foreign judgment must be for a definite sum and only money judgments can be enforced. The monetary award must be in a specified amount or must be capable of straightforward calculation.
- The foreign judgment must be final and conclusive by reference to the court which issued it. Despite a pending appeal, the judgment is still final and conclusive unless the appeal has the effect of staying the judgment.
- The judgment must be given by a court of “competent jurisdiction”. Whether it had “jurisdiction” to deliver the final and conclusive judgment is determined by Irish conflict of law rules.

## 2. What are the principal requirements for a judgment to be recognised and enforced and what are the key defences?

Brussels Recast Regulation and Lugano Convention

For the Brussels Recast Regulation, the judgment must meet the requirements of the (broadly cast) definition set out at Article 2(a). Further, under Article 1, the

underlying proceedings must be a “civil and commercial matter” as defined in Article 1(1) and not be one of the exceptions identified at Article 1(2). A judgment from another EU Member State shall be enforced under the same conditions as a judgment from the EU Member State addressed (Article 41). Accordingly, a specific application for enforcement is not required. Once service requirements relating to the judgment have been met, the specific enforcement/execution steps will determine the applicable process.

Article 32 of the Lugano Convention applies a similar definition of “judgment” to the Brussels Recast Regulation, but the “civil and commercial matter” exceptions differ. There is no automatic process under the Lugano Convention. Rather, an application must be made to the relevant court or competent authority (Article 39) and the procedure is to be set by the relevant state (Article 41).

The defences available to recognition and enforcement under both instruments are the same. Article 45 of the Brussels Recast Regulation and Articles 34 and 35 of the Lugano Convention provide that enforcement may be refused where:

- it would be manifestly contrary to public policy in the state addressed;
- the judgment was given in default of appearance, if the defendant was not properly served or afforded the opportunity to defend the case;
- the judgment is irreconcilable with a judgment given between the same parties in the state addressed;
- the judgment is irreconcilable with an earlier (enforceable) judgment in another state involving the same cause of action and between the same parties;
- the judgment conflicts with the special jurisdictional rules for insured parties, consumers and employees; or
- the judgment conflicts with the exclusive jurisdictional rules whereby certain proceedings must be conducted in specified jurisdictions.

The Irish Supreme Court has recently addressed the public policy defence under the Brussels Recast Regulation, diluting it as a basis for successful challenges (*Scully v. Coucal* [2025] IESC 20; [2025] IESC 51). There, in appeals on different grounds heard separately, the court was asked to refuse enforcement on public policy grounds on two bases. The first was based on an argument that an underlying litigation arrangement in Poland (involving the assignment of the cause of action to a third party) was contrary to Irish public policy (specifically, that the arrangement savoured of champerty, which is where an unconnected party gives financial support in return for a share of the proceeds of the litigation). The Supreme Court noted that the question it had to consider was not whether the assignment was contrary to Irish policy, but whether Irish public policy mandated refusal of enforcement of a judgment from another country where that assignment was lawful. Ultimately, it ruled that the public policy in favour of enforcing an EU Member State judgment was of “much greater weight”. The second related to the secondment of a particular judge to the appeal court determining the appeal. It was asserted that the circumstances and procedures under Polish law concerning the appointment of a seconded judge to the Polish appeal court were not consistent with the judicial independence requirements. The Supreme Court said the appellant must show a “systemic deficiency” in the Member State from where the judgment was rendered, and that the deficiency must have prejudiced or disadvantaged the party. Here, there was no suggestion

that the secondment was to further state interests in the outcome and there was no suggestion that the appointment of the judge involved had been contrived as the appointment was by random selection. Therefore, both elements of the test were not satisfied. Both decisions of the Supreme Court confirm that resisting recognition and enforcement of a judgment from another EU Member State on public policy grounds in Ireland is challenging.

### Hague Convention on Choice of Court Agreements 2005

This convention requires an exclusive jurisdiction agreement which must have been concluded after the instrument entered into force for the relevant state. The proceedings covered by this convention, and the nature of judgment, are narrower than apply under the Brussels Recast Regulation and the Lugano Convention. Recognition may only be refused on the grounds set out at Article 9 of the convention as follows:

- the agreement was null and void under the law of the state of the chosen court;
- a party lacked the capacity to conclude the agreement under the law of the requested state;
- the document which instituted the proceedings was not properly notified to the defendant and afforded them the opportunity to defend or otherwise in a manner that is incompatible with fundamental principles of the requested state concerning service of documents;
- the judgment was obtained by fraud in connection with a matter of procedure;
- recognition or enforcement would be manifestly incompatible with the public policy of the requested state;
- the judgment is inconsistent with a judgment given in the requested state in a dispute between the same parties; or
- the judgment is inconsistent with an earlier (enforceable) judgment given in another state between the same parties on the same cause of action.

### Hague Judgments Convention 2019

This is different in focus from the Hague Convention on Choice of Court Agreements and requires the satisfaction of one or more jurisdictional triggers under Article 5. Although exclusive jurisdiction agreements are specifically excluded (to avoid overlap with the Hague Convention on Choice of Court Agreements), the existence of one or more of the other qualifying criteria can still mean a judgment in respect of an exclusive jurisdiction agreement can be within scope of the Hague Judgments Convention as well. The concept of judgment is the same as under the Hague Convention on Choice of Court Agreements, but the civil and commercial matter exceptions are slightly broader. The convention provides at Article 7 that recognition and enforcement may be refused where:

- the document which instituted the proceedings was not properly notified to the defendant and afforded them the opportunity to defend or otherwise in a manner that is incompatible with fundamental principles of the requested state concerning service of documents;
- the judgment was obtained by fraud;
- recognition or enforcement would be manifestly incompatible with the public policy of the requested state;

- the proceedings in the court of origin were contrary to an agreement, or a designation in a trust instrument, under which the dispute in question was to be determined in a court of a state other than the state of origin;
- the judgment is inconsistent with a judgment given by a court of the requested state in a dispute between the same parties; or
- the judgment is inconsistent with an earlier (enforceable) judgment given by a court of another state between the same parties on the same subject matter.

### Common law enforcement

The obligation to pay the original foreign judgment in a monetary amount is treated as analogous to a breach of contract. Therefore, the limitation period is six years from the date on which the foreign judgment became enforceable where it was rendered. There are a number of defences available, as follows:

- fraud in procuring the foreign judgment;
- lack of jurisdiction;
- enforcement would be contrary to Irish public policy;
- enforcement would be contrary to principles of natural justice; or
- where the judgment is inconsistent with an earlier judgment based on the same cause of action between the same parties.

The Irish courts have also held that at common law they are entitled to decline jurisdiction to hear the proceedings for the enforcement of a foreign judgment if there was no “solid practical benefit” to be gained from enforcement in Ireland (see *Albaniabeg Ambient Shpk v. Enel SpA* [2026] IEHC 139 and [2018] IECA 46; *Petersen Energia Inversora SAU v. Argentine Republic* [2025] IEHC 463).

### 3. What are the applicable legal principles relating to the recognition and enforcement of arbitration awards made in foreign states and what are the defences?

Under the Arbitration Act 2010, the UNCITRAL Model Law, with some minor revisions, and the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the “New York Convention”), have the force of law in Ireland. Recognition and enforcement proceedings regarding a foreign arbitral award are brought by way of originating notice of motion. This document will typically recite both the UNCITRAL Model Law and the New York Convention. The defences available to an application to have a foreign arbitral award recognised and enforced are those under Article 36 of the UNCITRAL Model Law and Article V of the New York Convention. These defences are identical and are as follows:

- where a party to the arbitration agreement was under some incapacity, or the said agreement is not valid under the chosen law or, absent choice, the law where the award was made;
- where the award debtor was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case;
- where the award deals with a dispute not contemplated by or not within the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration;

- where the arbitral tribunal or the arbitral procedure was not in accordance with the parties' agreement or, absent agreement, the law of the country where the arbitration took place;
- where the award has not yet become binding on the parties or has been set aside or suspended by a court of the country in which, or under the law of which, that award was made;
- where the subject matter of the dispute is not arbitrable under Irish law; or
- where the recognition or enforcement of the award would be contrary to Irish public policy.

The case of *Yukos Capital SARL v. OAO Tomsnkeft VNK* [2014] IEHC 115 identified that the Irish courts may decline jurisdiction to hear proceedings for the enforcement of a foreign arbitral award if there was no "solid practical benefit" to be gained in enforcing the award in Ireland. This principle also applies to the enforcement of foreign judgments at common law in Ireland.

#### 4. What are the practicalities of the process for recognising and/or enforcing a foreign judgment or arbitration award?

##### Brussels Recast Regulation

A party seeking enforcement must produce an authenticated copy of the judgment involved and a certificate issued pursuant to Article 53. Translations may be required. Once these are served on the defendant, the successful plaintiff is then entitled to pursue enforcement steps in the relevant Member State. Thereafter, the specific enforcement step(s) being pursued in the particular EU Member State will determine the process(es) to be followed.

##### Lugano Convention

An application must be made to the relevant court or competent authority, but the applicable procedure is to be set by the relevant state. In Ireland, this involves an application being brought *ex parte* to the Master of the High Court. Essentially, that application relies on a grounding affidavit, along with the judgment which is sought to be enforced or a certified or otherwise duly authenticated copy thereof, and the certificate required under the Lugano Convention. Translations may be required.

##### Hague Convention on Choice of Court Agreements 2005

For the purpose of enforcement under this instrument, an *ex parte* application to the Master of the High Court is required. A party seeking enforcement is required to produce *inter alia*:

- a complete and certified copy of the judgment;
- the exclusive choice-of-court agreement, a certified copy thereof, or other evidence of its existence;
- if the judgment was given by default, the original or a certified copy of a document establishing that the document which instituted the proceedings or an equivalent document was notified to the defaulting party; and
- any documents necessary to establish that the judgment has effect or, where applicable, is enforceable in the state of origin.

Translations may be required.

## Hague Judgments Convention 2019

The European Union (Hague Judgments Convention Regulations) 2023 provides for enforcement to be pursued by way of an application to the Master of the High Court. For the purpose of recognition and enforcement, a party must produce:

- a complete and certified copy of the judgment;
- if the judgment was given by default, the original or a certified copy of a document establishing that the document which instituted the proceedings or an equivalent document was notified to the defaulting party; and
- any documents necessary to establish that the judgment has effect or, where applicable, is enforceable in the state of origin.

Translations may be required.

## Common law enforcement

Proceedings seeking recognition and enforcement of a foreign judgment at common law should be brought by way of summary summons (the standard route for liquidated damages claims). The filing fee for a summary summons currently varies between EUR 150 and EUR 400, depending on the amount of the claim. For such proceedings, a certified/verified/sealed copy of the foreign judgment/order is required. If the judgment/order is not in an official language of Ireland (Irish or, more usually, English), a translation will be required. If the judgment was obtained in default, proof of service will also be required. Depending on where the judgment debtor is located, it may be necessary to bring an application to the Irish courts for leave to issue and serve the proceedings out of the jurisdiction. If the case meets the EUR 1 million threshold for admission to the Commercial List, the expedited case management before that court should result in an earlier determination. Admission to that list is at the discretion of the court and subject to a court fee of EUR 5,000.

## Foreign arbitral awards

Order 56 of the Rules of the Superior Courts sets out the rules regarding proceedings brought in respect of arbitrations, including enforcement of foreign awards, all of which are commenced by way of originating notice of motion (with grounding affidavit). The court fee for filing that document is currently EUR 190. For the purpose of such proceedings, duly authenticated or certified copies of the award and the arbitration agreement are required. Depending on where the award debtor is located, it may be necessary to bring an application to the Irish courts for leave to issue and serve the proceedings out of the jurisdiction. Once commenced, the proceedings seeking enforcement of a foreign arbitral award would likely be dealt with in the Arbitration List (generally administered quite strictly by the President of the High Court). Again, depending on the amount of the award, the proceedings might be suitable for entry to the Commercial List and, if admitted, would be subject to expedited case management.

## 5. What rights are there to appeal against a decision on recognition/enforcement and do appeals prevent enforcement?

There is an automatic right of appeal from a High Court judgment, including with regard to recognition/enforcement. The standard route of appeal is to the

Court of Appeal, but a party may instead request the Supreme Court to deal with an appeal (which is known as a “leapfrog appeal”). Any appeal to the Supreme Court is not automatic and leave must be granted. For leave to be granted, the case must raise issues of major public importance or the interests of justice must require such an appeal to be heard by the Supreme Court.

The Court of Appeal and Supreme Court Rules both provide that neither an application for leave nor an appeal operate as a stay, so they do not serve to prevent enforcement. Enforcement would only be prevented by a court ordering a stay – by the High Court itself, usually pending the bringing of an appeal, and/or by the appeal court as part of the appeal process pending the outcome of same.

#### **6. What measures are available to obtain information about a judgment debtor’s assets (in the context of the enforcement of a foreign judgment or award) and what are the sanctions for non-compliance?**

Discovery in aid of execution is available once the foreign judgment is declared enforceable. A judgment creditor can apply to the court for an order requiring the debtor, or an officer of a debtor company, to be orally examined as to what property or means of satisfying the judgment or order they have. The court may then make an order for the attendance and the examination of such debtor, or of any other person, and for the production of any books or documents.

Non-compliance is potentially a contempt of court, punishable by attachment and committal. This involves the relevant party being brought before the court to explain the contempt and, if not remedied, fines and imprisonment being imposed. In appropriate cases, these can be levied against officers of a corporate entity and the assets of a company may be made subject to a sequestration order.

#### **7. What interim measures are available to preserve assets pending enforcement and what are the territorial limits of these measures?**

The principal measure is a Mareva injunction (or freezing injunction in England and Wales). The relief is from the case of *Mareva Compania Naviera SA v. International Bulk Carriers SA* [1980] 1 All ER 213, which has been adopted and accepted in Ireland (*O’Mahony v. Horgan* [1995] 2 IR 411). A Mareva injunction serves to freeze the assets of a defendant and prevents them from removing, concealing or disposing of their assets until a further court order or trial of the action, but does not give the plaintiff any security or title in the assets.

The test applicable to be awarded a Mareva injunction has a high threshold and is only available in extreme cases. The applicant must establish that:

- They have a substantive right or cause of action as against the defendant.
- They have a good arguable case.
- There is a real risk that the defendant will remove their assets from the jurisdiction or otherwise dispose of them with the intention of defeating their obligations to the counterparty. Inferences may be drawn from fraudulent or dishonest conduct.

- There must be assets to which the injunction can apply and those assets should, in theory, be available upon execution of a judgment.
- The balance of convenience lies in favour of granting the Mareva injunction.

Irish law permits the making of Mareva injunctions on a worldwide basis. In *Bennet Enterprises Inc v. Lipton* [1999] IR 221, the plaintiff secured a worldwide Mareva injunction because the business of the defendants included international trade and it had assets outside the jurisdiction. However, such Mareva injunctions may be subject to certain provisos regarding the extraterritorial effect of the order and the limit of its effect on third parties outside of Ireland (*Babanaft International Co SA v. Bassatne* [1989] 1 All ER 433).

### **8. Once a foreign judgment or award has been recognised, what procedures are available for enforcement against the following types of assets?**

#### **Bank accounts**

The court can be asked to appoint a receiver over bank accounts permitting the judgment creditor to obtain monies held by the judgment debtor or to receive (ongoing) payments being made to the judgment debtor.

#### **Shares**

The court can make various orders regarding stocks and shares held by a judgment debtor, such as restraining their transfer/directing that they stand charged to the benefit of the judgment creditors, allowing a receiver to be appointed over them.

#### **Debts due to the judgment debtor from third parties**

Garnishee orders can be made by the court directing a third party to pay monies to the judgment creditor instead. A garnishee order is more typically made with regard to a one-off payment, while, for ongoing payments, the appointment of a receiver over the bank account is more likely.

#### **Real estate**

A judgment mortgage can be registered against real property which places a lien on the property. The creditor may then seek an order for the forced sale of the property or wait for the judgment debtor to sell it (any sale being conditional upon the discharge of the judgment mortgage).

#### **Movable property**

The judgment creditor can request the sheriff to attend at the judgment debtor's premises to identify and remove movable property with a view to selling it to realise funds.

### **9. Will the court allow enforcement against assets that are beneficially owned by the judgment debtor but are not legally owned or registered in its name?**

Yes, Irish law permits enforcement against some goods that are not legally owned or otherwise registered in the judgment debtor's name. This includes assets in which the judgment debtor is determined to have an equitable interest and, in

appropriate circumstances, a court may appoint an equitable receiver when it would be just or convenient to do so. Historically, a receiver appointed in equity could only consider property held by a judgment debtor in equity, however, recent Irish case law suggests that an equitable receiver may be appointed in respect of legal as well as equitable interests (*ACC Loan Management Ltd v. Rickard* [2017] IECA 245 and [2019] IESC 29).

### 10. Will the court allow enforcement against assets that are jointly owned by the judgment debtor and a third party?

Yes, Irish law permits a judgment creditor to enforce a judgment against assets that are jointly owned by the judgment creditor and a third party. This principally relates to real property, although realisation of the assets may be subject to restrictions in order to protect the rights of any third party. It should be noted that the form of legal ownership of the property may be relevant to the rights exercisable by a judgment creditor.

#### AUTHOR BIOGRAPHIES



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Gerard Kelly S.C. is Co-Head of the Dispute Resolution team and Head of the Intellectual Property Law team at Mason Hayes & Curran. He is a commercial litigator with a focus on breach of contract, defamation and regulatory litigation as well as a significant specialism in intellectual property (IP) disputes. He has been involved in many of the most high-profile and complex IP court cases in Ireland in recent years and advises clients on a wide range of IP matters and disputes, including substantial patent, passing-off, trade mark, copyright and design litigation. He is a registered Irish and European trade mark agent and has a particular expertise in the protection and licensing strategies for IP rights. He also has extensive experience of more general commercial litigation across a range of industries. He was appointed Senior Counsel by the Government of Ireland in 2025 in recognition of his expertise and experience.



##### **Gearóid Carey**

Gearóid Carey is a partner in Mason Hayes & Curran's Dispute Resolution team. He specialises in commercial litigation and has extensive experience in a wide range of commercial litigation matters across a range of industry sectors. Gearóid has substantial experience in multi-party matters involving expedited case management in the Commercial Court and advises in respect of all aspects of the litigation process, from injunctive relief to the enforcement of foreign judgments and arbitral awards. He also has practical experience of alternative dispute resolution, including mediations and expert determinations, as well as particular experience in arbitrations, both domestic and international.