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United Kingdom

Enforcement of Judgments in Civil and Commercial Matters

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This country-specific Q&A provides an overview of enforcement of judgments in civil and commercial matters laws and regulations applicable in United Kingdom.

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United Kingdom: Enforcement of Judgments in Civil and Commercial Matters

1. What international conventions, treaties or other arrangements apply to the enforcement of foreign judgments in your jurisdiction and in what circumstances do they apply?

The principal conventions and treaties which apply to the enforcement of foreign judgments in England and Wales, and the circumstances in which they apply, are as follows:

- **Hague Convention on Choice of Court Agreements 2005 (the "Hague Convention 2005")**

The Hague Convention 2005 is in force between the United Kingdom of Great Britain and Northern Ireland (UK), Gibraltar, all EU Member States (including Denmark), Mexico, Singapore, Montenegro, Ukraine, North Macedonia, Republic of Moldova, Albania, Bahrain and Switzerland¹. It permits the registration and enforcement of judgments from courts of contracting states. It only applies where the jurisdiction of the chosen court was based upon an exclusive choice of court agreement in its favour entered into after that country's accession (which for the UK is on or after 1 October 2015).

- **Hague Convention on Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters 2019 (the "Hague Convention 2019")**

The Hague Convention 2019 is in force between the United Kingdom of Great Britain and Northern Ireland (UK), all EU Member States (excluding Denmark), Ukraine and Uruguay and from 1 March 2026, Albania and Montenegro, and from 1 June 2026, Andorra. The Hague Convention 2019 is intended to complement, not supersede, the Hague Convention 2005.

For the purposes of enforcing a foreign judgment in the UK, the Hague Convention 2019 will only apply to judgments emanating from court proceedings issued on or after 1 July 2025 (the date it entered into force in the UK). The Hague Convention 2019 applies to money and non-money judgments (excluding interim measures) in civil and commercial matters, subject to certain exceptions, including but not limited to: family law matters; wills and succession; insolvency; defamation; privacy; intellectual property; certain competition matters;

and arbitration. It does not extend to revenue, customs or administrative matters.

For a foreign judgment to be enforceable in England and Wales, there needs to be a sufficient connection between the dispute and the contracting state whose courts gave the judgment. There will be a sufficient connection where at least one of the bases for recognition and enforcement listed in Article 5 of the Hague Convention 2019 applies. These bases have been referred to by some commentators as "jurisdictional filters". The basis on which the court of origin in fact took jurisdiction is not relevant. Furthermore, a significant basis for recognition is that the judgment flows from a choice of court agreement in favour of the overseas court, *other than an exclusive jurisdiction clause*. This is said to be to avoid overlap with the Hague Convention 2005. Accordingly, judgments arising out of proceedings in which the court of origin accepted jurisdiction pursuant to a non-exclusive or asymmetric jurisdiction clause, are, *prima facie* within the scope of the Convention. However, the presence of an exclusive jurisdiction clause does not necessarily mean that the Hague Convention 2019 will not apply, providing at least one of the other bases can be relied upon.

- **The Administration of Justice Act 1920 (the "AJA 1920")**

The AJA 1920 permits registration and enforcement of final judgments for a specified amount of money obtained in certain Commonwealth states and British Overseas Territories² without a review of the merits. Alternatively, a judgment falling within the scope of the AJA 1920 can also be enforced at common law subject to the applicable common law rules (although in practice this is rare).

- **The Foreign Judgments (Reciprocal Enforcement) Act 1933 (the "FJA 1933")**

The FJA 1933 permits registration and enforcement of final judgments for a specified amount of money obtained in courts of countries with whom the UK has a reciprocal enforcement treaty³ without a review of the merits. Where the FJA 1933 applies, the registration regime is mandatory and the judgment cannot be enforced at common law.

- **The Civil Jurisdiction and Judgments Act 1982 (the "CJJA 1982")**

Final judgments for a specified amount of money or non money judgment or order obtained in the courts of Scotland or Northern Ireland, excluding provisional orders such as freezing orders and interim injunctions, can be registered under the CJJA 1982 and enforced by the English courts without a review of the merits. The enforcement of Northern Irish and Scottish judgments in England and Wales is not considered any further in this guide.

- **Council Regulation (EU) 1215/2012 (the "Recast Brussels Regulation")**

Final judgments given by the courts of an EU Member State in proceedings commenced in accordance with the Recast Brussels Regulation prior to **31 December 2020** will continue to be recognised and enforced by the English courts pursuant, in substance, to the provisions of the Recast Brussels Regulation.

- **Lugano Convention 2007 (the "Lugano Convention")**

Final judgments given by the courts of Iceland, Norway or Switzerland in proceedings commenced in accordance with the Lugano Convention 2007 prior to 31 December 2020 will continue to be recognised and enforced by the English courts pursuant, in substance, to the provisions of the Lugano Convention 2007.

As the Recast Brussels Regulation and Lugano Convention only now apply to enforcement in this jurisdiction where proceedings were commenced prior to 31 December 2020, the focus in this guide is on the other regimes.

Footnote(s):

¹ Exceptionally, Switzerland has opted to extend the application of the Convention to non-exclusive jurisdiction clauses.

² Anguilla, Antigua and Barbuda, Bahamas, Barbados, Belize, Bermuda, Botswana, British Indian Ocean Territory, British Virgin Islands, Cayman Island, Christmas Island, Cocos (Keeling) Islands, Republic of Cyprus, Dominica, Falkland Islands, Fiji, The Gambia, Ghana, Grenada, Guyana, Hong Kong, Jamaica, Kenya, Kiribati, Lesotho, Malawi, Malaysia, Malta, Mauritius, Montserrat, Newfoundland, New Zealand, Nigeria, Territory of Norfolk Island, Papua New Guinea, St Christopher and Nevis, St Helena, St Lucia, St Vincent and the Grenadines, Saskatchewan, Seychelles, Sierra Leone, Singapore,

Solomon Islands, Sovereign Base Areas of Akrotiri and Dhekalia in Cyprus, Sri Lanka, Eswatini (formerly Swaziland), Tanzania, Trinidad and Tobago, Turks and Caicos Islands, Tuvalu, Uganda, Zambia and Zimbabwe.

³ Bilateral treaties apply between Israel, Norway, Suriname, Australia, most Canadian provinces excluding Quebec, Guernsey, India, Jersey, Isle of Man, Pakistan and Tonga. In addition, there are existing bilateral treaties between the UK and the following EU Member States: Austria, Belgium, France, Federal Republic of Germany and West Berlin (now forming part of the German Federal Republic), Italy and The Netherlands. However, it is unclear whether the treaties with EU Member States, which were superseded by the EU regime, have now been revived following Brexit and whether or not judgments falling within their scope (but outside the scope of the Hague Convention 2005) could be (or indeed would have to be) registered under the FJA 1933.

2. What, if any, reservations has your jurisdiction made to such treaties?

The Hague Convention 2005 will not apply to insurance contracts save in the limited circumstances set out in paragraph 1 of the UK's declaration dated 28 September 2020. The UK has also set out in a *Note Verbale* that it considers that it has been a contracting state without interruption since 1 October 2015, i.e. when it acceded in its capacity as a Member State of the EU, contrary to the EU's view that it only became a contracting state on 1 January 2021, when it acceded in its own right.

The Hague Convention 2019 was originally to extend only to England and Wales. However, on 26 March 2025, the UK declared that it would also extend to Scotland and Northern Ireland.

3. Can foreign judgments be enforced in your jurisdiction where there is not a convention or treaty or other arrangement, e.g. under the general law?

Yes. In the absence of any applicable UK statute, convention, bilateral treaty or other arrangement, the English courts will recognise any final judgment for a specified sum of money obtained in the courts of another jurisdiction subject to and in accordance with the common law rules applicable to the recognition and enforcement of foreign judgments. The English courts will generally recognise the foreign judgment as creating a debt due and give judgment on that debt, subject to certain exceptions.

4. What basic criteria does a foreign judgment have to satisfy before it can be enforced in your jurisdiction? Is it limited to money judgments or does it extend to other forms of relief?

The criteria differ depending on the relevant regime for registration and / or enforcement. To be enforced under the FJA 1933 or the common law, the judgment must be final⁴ and conclusive and under the AJA 1920, FJA 1933 and the common law it must be for a specified sum of money. Further, in general foreign judgments will not be enforced under the AJA 1920, the FJA 1933 or the common law where the judgment:

- a. is in respect of fines, taxes or penalties⁵; or
- b. is for multiple damages.

A judgment for multiple damages is defined as “a judgment for an amount arrived at by doubling, trebling or otherwise multiplying a sum assessed as compensation for the loss or damage sustained by the person in whose favour the judgment is given”. Such awards can occur in certain types of US litigation, for example anti-trust litigation.

Under the Hague Convention 2005, any judgment (monetary or otherwise) which is a final decision on the merits (and not interim relief) can be enforced, provided it is enforceable in the country in which it was given. The Hague Convention 2005 permits refusal of recognition or enforcement, however, for judgments awarding exemplary or punitive damages.

Similarly, under the Hague Convention 2019, any judgment (monetary or otherwise) in civil or commercial matters can be enforced, provided it is enforceable in the country in which it was given. Interim measures (such as an interim injunction) are expressly not “judgments” within the meaning of the Hague Convention 2019 and are therefore not covered. Like the Hague Convention 2005, the Hague Convention 2019 also permits refusal of recognition or enforcement for judgments awarding exemplary or punitive damages.

Under the Recast Brussels Regulation and Lugano Convention, any judgment (including interim relief) can be enforced. However, as set out above, these only now apply where proceedings were instituted prior to 31 December 2020.

Footnote(s):

⁴ “Final” means that the foreign court that pronounced it treats it as giving rise to *res judicata*; the fact that an appeal against the judgment is available to a higher court

will not prevent the judgment from being final.

⁵ A “penalty” here generally refers to a sum payable to a state, so would not include punitive damages payable to a private party (but see further question 16).

5. What is the procedure for enforcement of foreign judgments pursuant to such conventions, treaties or arrangements in your jurisdiction?

To enforce a judgment under any of the available regimes outlined in question 1, an application must be made to the High Court to register the judgment, supported by written evidence (save for judgments enforceable under the Recast Brussels Regulation, which are automatically enforceable and do not require registration). The precise procedure is set out in CPR Part 74 and there are specific requirements depending on the applicable regime. The application may be made without notice.⁶ The following documents must be included for any such application:

- a. The judgment (or a verified, certified or otherwise authenticated copy of it).
- b. A certified translation by a notary public or other qualified person into English if the judgment is in another language. Alternatively, a translation accompanies by written evidence confirming that the translation is accurate.
- c. Details of the parties and their addresses (and the judgment creditor must provide an address for service within the jurisdiction).
- d. The grounds on which the judgment creditor is entitled to enforce the judgment.
- e. In the case of a money judgment, the amount which remains unsatisfied; and where interest is recoverable on the judgment under the law of the state of origin –
 - i. the amount of interest which has accrued up to the date of the application; or
 - ii. the rate of interest, the date from which it is recoverable and the date on which it ceases to accrue.

There are further requirements for applications under the AJA 1920, FJA 1933, Hague Convention 2005 and Hague Convention 2019 which are set out at CPR 74.4(3),(4),(5),(6) and (7) respectively.

For example, under the Hague Convention 2005, the judgment creditor must also produce the documents required by Article 13 of the Hague Convention 2005, which include a copy of the exclusive choice of court agreement itself as well as documents that establish that the judgment has effect or is enforceable in the state of origin. Where an application is made to register a

judgment under the Hague Convention 2019, the judgment creditor must also produce the documents required by Article 12 of the Hague Convention 2019 (some of which mirror those required by Article 13 of the Hague Convention 2005).

The judgment creditor applies, generally, without notice to register the judgment. Once it is registered it is served on the judgment debtor who can apply to have the registration set aside, if relevant grounds exist. If the formalities for registration are complied with, the judgment will normally be registered (although under the AJA 1920, registration is at the court's discretion). It is then up to the judgment debtor to challenge the registration. If no (or no successful) challenge is made, the registered judgment can be enforced in the same way as any other judgment from the English court.

Footnote(s):

⁶ CPR 74.3(2)(a).

6. If applicable, what is the procedure for enforcement of foreign judgments under the general law in your jurisdiction?

Where no registration regime applies, at common law a foreign judgment must be enforced by bringing a new claim based on the judgment as evidence of a debt. Generally, (assuming there is no defence to the claim) the judgment creditor will be able to obtain summary judgment (a simplified procedure at a shorter hearing) instead of progressing to a full trial. If the judgment debtor defends the claim (see the Challenges to Enforcement Questions 11-16), the judgment creditor can either continue to seek summary judgment or opt to allow the claim to proceed to trial. If the judgment debtor is outside the jurisdiction, permission to serve the claim outside the jurisdiction may be required.

7. What, if any, formal requirements do the courts of your jurisdiction impose upon foreign judgments before they can be enforced? For example, must the judgment be apostilled?

Where the foreign judgment is registered under an applicable regime, it must either be an original or a certified or otherwise authenticated copy. It must be translated into English, by a notary public or other qualified person, if not in English.

8. How long does it usually take to enforce or register a foreign judgment in your jurisdiction? Is there a summary procedure available?

If the judgment can be registered under one of the applicable regimes, and no challenge is made to the registration, the registration can be swift (for example even within weeks). The speed with which the judgment can then be enforced depends on the type of enforcement method used. If the registration or enforcement is challenged, this can delay the process significantly. While registration and enforcement can normally be achieved within 12 months this is highly dependent on the facts of the specific case.

9. Is it possible to obtain interim relief (e.g. an injunction to restrain disposal of assets) while the enforcement or registration procedure takes place?

Yes, interim injunctive relief in the form of a freezing order can be obtained to prevent a debtor from dissipating assets, provided certain criteria are satisfied. The key criteria are:

- The judgment creditor has a good arguable case that it is entitled to the debt;
- The debtor has assets within the jurisdiction;
- There is a real risk of dissipation; and

It is just and convenient to grant the injunction in the circumstances.

10. What is the limitation period for enforcing a foreign judgment in your jurisdiction?

Different regimes have different limitation periods. Under the AJA 1920, an application for registration must be made within 12 months of the judgment (subject to the court's discretion to extend this period). Under the FJA 1933, an application must be made within six years of the judgment date. Under the common law, a claim must be commenced within six years of the date on which the foreign judgment became enforceable. Under the Hague Convention 2005 and the Hague Convention 2019, there is no limitation period as such but the judgment must still be enforceable in its originating jurisdiction and pursuant to the CJJA 1982, must be registered without delay. Similarly, under the Recast Brussels Regulation and Lugano Convention the judgment must still be enforceable in the original jurisdiction.

11. On what grounds can the enforcement of foreign judgments be challenged in your jurisdiction?

The precise grounds for challenge vary depending on the enforcement regime, although many of the grounds are common to all or most of the regimes, e.g. that the judgment was obtained by fraud, that enforcement would be contrary to public policy, or that the judgment debtor was not given sufficient notice of the foreign proceedings in order to defend them. Enforcement can also be challenged if the judgment in question does not meet the basic criteria for enforcement set out at question 4 above. Further, as a general principle, by s.32 of the CJJA 1982 foreign judgments given in breach of a jurisdiction agreement will not be enforceable in England and Wales save where the judgment debtor submitted to the jurisdiction of the foreign court. Further detail in respect of each of the regimes is set out below.

Under the common law regime, the key grounds of challenge are:

- The foreign court did not, as a matter of *English* conflict of laws principles, have jurisdiction to give the judgment (see further question 13 below);
- The judgment was obtained by fraud (either by the party in whose favour the judgment was issued or on the part of the foreign court);
- Enforcement of the judgment would be contrary to public policy (e.g. because the foreign proceedings were in breach of an anti-suit injunction, or because the award is punitive or manifestly excessive); or
- The proceedings giving rise to the judgment were in breach of natural justice (e.g. because the judgment debtor was not given sufficient notice of the proceedings or an opportunity to defend).

Registration under the AJA 1920 must be set aside if:

- The foreign court acted without jurisdiction (see further question 13 below);
- The judgment debtor was not duly served with the foreign proceedings and did not appear;
- The judgment was obtained by fraud;
- An appeal is pending in the foreign court or the judgment debtor intends to appeal; or
- The foreign proceedings could not have been entertained by the English court for reasons of public policy.

Registration under the FJA 1933 must be set aside if:

- The foreign court had no jurisdiction (see further question 13 below)

- The judgment debtor did not receive sufficient notice to enable him to defend and did not appear;
- The judgment was obtained by fraud; or
- Enforcement of the judgment would be contrary to public policy.

Enforcement under the Hague Convention 2005 may be refused if:

- The agreement conferring jurisdiction on the foreign court is null and void under the law of the foreign court (or that a party lacked capacity to conclude the agreement as a matter of English law);
- The proceedings were not notified to the judgment debtor in sufficient time to allow the judgment debtor to defend the proceedings (providing the judgment debtor did not appear without contesting notification) or were served in a manner fundamentally incompatible with English principles concerning service;
- The judgment was obtained by fraud in connection with a matter of procedure;
- Enforcement would be manifestly incompatible with English public policy; or
- The judgment is inconsistent with an English judgment in a dispute between the same parties or with an earlier judgment of another jurisdiction between the same parties on the same cause of action (providing that judgment meets the criteria for recognition in England and Wales).

Enforcement under the Hague Convention 2019 may be refused if:

- The proceedings were not notified to the judgment debtor in sufficient time to allow the judgment debtor to defend the proceedings (providing the judgment debtor did not appear without contesting notification) or were served in a manner fundamentally incompatible with English principles concerning service;
- Enforcement would be manifestly incompatible with English public policy;;
- The proceedings giving rise to the judgment were in breach of a jurisdiction agreement;
- The judgment is inconsistent with an English judgment in a dispute between the same parties or with an earlier judgment of another jurisdiction between the same parties on the same cause of action (providing that judgment meets the criteria for recognition in England and Wales).

Enforcement under the Recast Brussels Regulation must be refused if:

- Enforcement of the judgment would be manifestly contrary to public policy;
- In the case of a default judgment, the judgment debtor was not served with the proceedings in sufficient time and in such a way as to enable the judgment debtor to defend the proceedings (unless the judgment debtor had an opportunity to challenge the judgment but did not do so);
- The judgment conflicts with an English judgment between the same parties;
- The judgment is irreconcilable with an English judgment in a dispute between the same parties or with an earlier judgment of another jurisdiction between the same parties on the same cause of action (providing that judgment meets the criteria for recognition in England and Wales);
- The foreign court assumed jurisdiction in circumstances where this was in breach of the special rules relating to consumers, employees and insurance contracts (where the judgment debtor is the consumer, the employee or the beneficiary of the insurance contract); or
- The foreign court assumed jurisdiction in circumstances where the courts of another Member State had exclusive jurisdiction to determine the dispute by virtue of the nature of the dispute in question⁷.

The grounds for challenge under the Lugano Convention broadly mirror those under the Recast Brussels Regulation.

Footnote(s):

⁷ Article 24 of the Recast Brussels Regulation provides that certain disputes, by their nature, are suitable for determination only by the courts of a specific Member State. For example, proceedings which have as their object rights *in rem* in immovable property can only be heard in the courts of the Member State in which the property is situated.

12. Will the courts in your jurisdiction reconsider the merits of the judgment to be enforced?

Generally speaking, the English court will not review the substance (either issues of fact or law) of the judgment to be enforced. The Hague Convention 2005, the Hague Convention 2019 the Recast Brussels Regulation and the Lugano Convention all contain express provisions to this effect. However, the English court may have to consider the substance of the decision to some degree if enforcement is challenged on the grounds that it was obtained by fraud, or is inconsistent with public policy, or

is inconsistent with an existing judgment (where this is an applicable ground of challenge).

13. Will the courts in your jurisdiction examine whether the foreign court had jurisdiction over the defendant? If so, what criteria will they apply to this?

Under the common law, the AJA 1920 and the FJA 1933 the English court will consider whether the foreign court had jurisdiction over the judgment debtor as a matter of *English* conflict of laws principles. It is irrelevant whether the foreign court had jurisdiction over the judgment debtor in accordance with its own rules.

There are some slight differences between the common law, the AJA 1920 and the FJA 1933 in this regard but, broadly speaking, the foreign court will be deemed to have had jurisdiction over the judgment debtor where:

- The judgment debtor was present in the foreign country at the time the proceedings were instituted (providing that the proceedings were not in breach of an exclusive jurisdiction clause in favour of the courts of a different country);
- The judgment debtor was claimant or counterclaimant in the foreign proceedings;
- The judgment debtor submitted to the jurisdiction of the foreign court by voluntarily appearing in the foreign proceedings (save where such appearance was solely to contest jurisdiction); or
- The judgment debtor had, prior to the commencement of the foreign proceedings, agreed to submit to the courts of the foreign country.

The Hague Convention 2005 only applies where the foreign court has jurisdiction in accordance with a qualifying⁸ exclusive jurisdiction clause. The English court therefore needs to be satisfied that the foreign court did have jurisdiction in accordance with such a clause, but the validity of the clause is determined in accordance with the law of the foreign court.

The Hague Convention 2019 only applies where one of the jurisdictional filters in Article 5 can be satisfied. The English court therefore needs to be satisfied that one of these filters applies. However, the English court does not need to concern itself with the actual basis on which the court of origin accepted jurisdiction.

Under the Recast Brussels Regulation and the Lugano Convention, the English court will not enforce a judgment where the court of the Member State of origin did not have jurisdiction in accordance with the special rules

relating to consumers, employees, and insurance or where another court had exclusive jurisdiction to determine the issue (see question 11 above).

Footnote(s):

⁸ This does not include an asymmetric jurisdiction which does not qualify as an "exclusive jurisdiction clause" for the purposes of the Hague Convention 2005.

14. Do the courts in your jurisdiction impose any requirements on the way in which the defendant was served with the proceedings? Can foreign judgments in default be enforced?

There are no specific requirements as to the manner in which a defendant should be served with proceedings but, as set out at question 11 above, a judgment will generally not be enforced in England and Wales if the judgment debtor was not properly notified of the proceedings and therefore unable to defend them. This is the case regardless of which regime applies (although there are some slight differences between the requirements of each of the regimes). In principle, foreign judgments in default are enforceable in England and Wales providing they meet all the other applicable criteria set out in this guide.

15. Do the courts in your jurisdiction have a discretion over whether or not to recognise foreign judgments?

The AJA 1920 expressly provides that registration is at the court's discretion; the judgment will only be registered if the English court considers it just and convenient that the judgment should be enforced here. However, under the AJA 1920, the English court must refuse registration where an appeal is intimated or pending in the foreign court. Otherwise, the court generally has a discretion whether or not to recognise and enforce the judgment where an appeal is intimated or pending in the foreign court.

Aside from the above scenarios, however, the English court does not generally have a discretion whether or not to recognise a foreign judgment, providing that it meets the criteria for recognition as set out in this guide (and providing the judgment debtor does not have a valid defence to the recognition/enforcement).

16. Are there any types of foreign judgment

which cannot be enforced in your jurisdiction? For example can foreign judgments for punitive or multiple damages be enforced?

At common law and under the AJA 1920 and the FJA 1933 judgments in respect of fines, taxes or penalties are not enforceable. The question of whether a judgment for punitive damages is "penal" for these purposes is not fully settled. However, it is quite likely that manifestly excessive damages that do not merely compensate a party for its loss will be considered contrary to English public policy. The Hague Convention 2005 and Hague Convention 2019 expressly provide that "[r]ecognition or enforcement of a judgment may be refused if, and to the extent that, the judgment awards damages, including exemplary or punitive damages, that do not compensate a party for actual loss or harm suffered".

The Protection of Trading Interests Act 1980 provides that no judgment may be recognised or enforced under the AJA 1920, the FJA 1933 or at common law where such judgment is for multiple damages.

17. Can enforcement procedures be started in your jurisdiction if there is a pending appeal in the foreign jurisdiction?

Generally, the English courts have a discretion not to recognise or enforce a foreign judgment where an appeal is pending in the foreign jurisdiction. Different rules apply to different regimes.

Under the AJA 1920, the English courts will not recognise or enforce a judgment if the judgment debtor proves that an appeal is pending or that they are entitled to (and intend to) make an appeal.

Under the FJA 1933, the English courts have a discretion whether or not to register or enforce under the same circumstances.

Under the Recast Brussels Regulation, the English court has a discretion to suspend enforcement proceedings if the judgment is challenged in the Member State of origin.

At common law, the English court also has a discretion to stay proceedings if an appeal is pending.

Under the Hague Convention 2005 and the Hague Convention 2019, recognition or enforcement can be postponed or refused if the foreign judgment is subject to review in the foreign jurisdiction or if the time limit for such a review has not expired.

18. Can you appeal a decision recognising or enforcing a foreign judgment in your jurisdiction?

Yes, the decision to permit registration or enforcement (or to refuse it) can be challenged on the grounds set out above. That decision can also be appealed to a higher court. At common law, summary judgment permitting (or refusing) enforcement of the foreign judgment can also be appealed.

19. Can interest be claimed on the judgment sum in your jurisdiction? If so on what basis and at what rate?

Yes, interest can be claimed. Where an application is made to register the judgment and interest is recoverable under the law of the foreign jurisdiction, the application should set out the rate of interest, the date from which it is recoverable and the date upon which it ceases to accrue. This interest is recoverable as part of the judgment sum in the enforcement proceedings in England and Wales. At common law, interest can also be claimed and the basis upon which it is claimed (and calculated) should be set out in the claim.

20. Do the courts of your jurisdiction require a foreign judgment to be converted into local currency for the purposes of enforcement?

Where a judgment is registered under a relevant regime, the order for registration of the judgment will give the debt owing in the foreign currency. The King's Bench Guide states at paragraph 25.12 that it should not be converted into sterling in the evidence in support of an application for registration. Where a claim is brought to enforce a judgment at common law, the order will normally provide that the debt is expressed in the foreign currency or the Sterling equivalent at the time of payment. Generally, when the creditor seeks to enforce the judgment, it will need to convert the amount owing into sterling in accordance with the requirements at paragraph 22.19 of the King's Bench Guide.

21. Can the costs of enforcement (e.g. court costs, as well as the parties' costs of instructing lawyers and other professionals) be recovered from the judgment debtor in your jurisdiction?

Yes, the costs of registration can be assessed and added to the amount of the foreign judgment in the registration order. The costs of enforcement itself may also be

recovered, although the basis of recovery depends on the method of enforcement used, and in some cases only limited fixed costs may be recoverable. At common law, a proportion of the legal costs of a successful claim to enforce the foreign judgment (as well as the costs of enforcement itself) will generally be ordered to be paid by the losing party to the winning party, at the court's discretion.

22. Are third parties allowed to fund enforcement action in your jurisdiction? If so, are there any restrictions on this and can third party funders be made liable for the costs incurred by the other side?

Yes, third parties can fund enforcement action, provided that they comply with the relevant rules and there is no impropriety in the funding arrangement. If a judgment creditor loses any aspect of its claim or application in relation to enforcement, it may be ordered to pay the judgment debtor's costs. A third party funder standing behind the judgment creditor could also be ordered to pay some or all of these costs. Third party funders tend to be extremely conscious of this risk and there is usually an indemnity in the funding agreement requiring reimbursement to the funder should this arise. A party may also be able to purchase adverse costs insurance to cover the risk of being ordered to pay the other side's legal costs.

23. What do you think will be the most significant developments in the enforcement process in your jurisdiction in the next 5 years?

The Hague Judgments Convention 2019 entered into force in the UK on 1 July 2025. This simplifies and streamlines the process of enforcing foreign judgments between contracting states, including EU Member States. It goes some way to filling the gap left by Brexit but is by no means perfect. It is also possible that further countries will ratify the Convention in the future, meaning that, for the first time, there may be an enforcement regime in place between the UK and jurisdictions such as the US (which has signed, but not yet ratified, the Hague Convention 2019).

Outside of such multiparty conventions, it is possible that the UK may enter into more informal co-operation arrangements with countries where there are close ties but no convention or treaty in place. For example, memoranda of guidance in relation to the enforcement of judgments between the UAE and the UK exist and it is

possible that this sort of informal guidance regime may be expanded.

24. Has your country ratified the Hague Choice of Courts Convention 2005, and if so when did it (or will it) come into force? If not, do you expect it to in the foreseeable future?

Yes, the UK considers it has been a continuously

contracting state since October 2015.

25. Has your country ratified the Hague Judgments Convention 2019, and if so when did it (or will it) come into force? If not, do you expect it to in the foreseeable future?

Yes, the Hague Convention 2019 entered into force in the UK on 1 July 2025.

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