

# Enforcement of Judgments: Overview (Ireland)

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Practice note: overview | [Law stated as at 01-Aug-2025](#) | Ireland

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A Practice Note providing an overview of the key practical issues concerning enforcement of judgments in Ireland.

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Enforcement is a key stage in resolving a dispute. If the judgment debtor voluntarily complies with the judgment or if parties wish to rely on the judgment as *res judicata* and prevent another party from re-litigating a claim or defence, enforcement proceedings will not be necessary (though it may still need to be recognised). However, in many instances, enforcement is necessary to give effect to the judgment. The entire process can be especially complex and time-consuming if the judgment is being enforced in an overseas jurisdiction.

This Note provides an overview of the legal framework for enforcement of judgments in Ireland. It explains the key issues counsel must consider when advising on enforcement of domestic and foreign judgments, including:

- The procedure for enforcement.
- The grounds on which enforcement proceedings can be challenged.
- The interim measures that can be granted pending enforcement proceedings.
- The various methods of enforcing a judgment.

## Enforcement Legislative Framework (Domestic and Foreign)

### Domestic Framework

A domestic judgment must be validly served on the defendant before it can be enforced. The judgment creditor can then choose between various methods of enforcement (also known in Ireland as execution) (see *Methods of Enforcement (Domestic and Foreign)*).

Common law principles govern the enforcement of domestic judgments in Ireland, although the *Enforcement of Court Orders Act 1926* (as amended) provides for how a writ of attachment can be issued in certain circumstances.

Section 53 of the *Companies Act 2014* (as amended) provides for the enforcement of judgments against companies and their officers.

### Foreign Framework

The applicable framework for the recognition and enforcement of a foreign judgment depends on the originating country of the judgment and the commencement date of the proceedings giving rise to the judgment. Together these will determine whether the

EU/European Free Trade Association (EFTA) enforcement regime or any of the multilateral treaties to which Ireland is a party (whether itself or through its membership of the EU) apply (see [EU/EFTA Enforcement Regime](#) and [International Conventions/Agreements](#)).

Where the EU/EFTA enforcement regime or a relevant treaty does not apply, recognition and enforcement is governed by Irish common law principles. The procedures and rules relating to the enforcement of judgments in such circumstances are less straightforward and are more restrictive, time consuming and costly.

## EU/EFTA Enforcement Regime

**The Brussels Regime.** This relates primarily to judgments from EU member states and is comprised of the [Brussels Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters 1968](#) (Brussels Convention), the [Brussels Regulation \(\(EC\) 44/2001\)](#) (Brussels Regulation) and the [Recast Brussels Regulation \(\(EU\) 1215/2012\)](#) (Recast Brussels Regulation). The Brussels Regulation and the Recast Brussels Regulation have almost entirely replaced the Brussels Convention for EU member states, although it still applies to a limited number of territories of EU member states where the territories themselves are overseas.

**Other EU specific procedures.** The EU has also made provision for three other procedures aimed at simplifying and speeding up recognition and enforcement within the EU (except for Denmark) in particular cases:

- [Regulation \(EC\) 805/2004 creating a European Enforcement Order for uncontested claims](#), where the judgment has been issued for a specific sum in uncontested civil and commercial proceedings.
- [Regulation \(EC\) 861/2007 establishing a European Small Claims Procedure](#) that allows cross-border civil or commercial claims that do not exceed EUR5,000 (following amendment by [Regulation \(EU\) 2015/2421](#) to increase the previous limit of EUR2,000) excluding interest, expenses and disbursements to be brought under a simplified procedure.
- [Regulation \(EC\) 1896/2006 creating a European order for payment procedure](#), (as updated by [Regulation \(EU\) 2015/2421](#)) providing for standardised forms and procedures for pursuing uncontested specific money claims, without monetary limit.

**EFTA regime.** The [EFTA Convention on Jurisdiction and Enforcement of Judgments in Civil and Commercial Matters 2007](#) (Lugano Convention) applies to the enforcement in EU member states (including Ireland) of judgments from the EFTA member states that are signatories to the convention (and vice versa).

## International Conventions/Agreements

Ireland has not entered into any bilateral treaty arrangements in relation to the reciprocal recognition and enforcement of foreign judgments. However, as an EU member state, it is subject to the following multilateral treaties that are relevant to the recognition and enforcement of foreign judgments in Ireland:

- [Hague Convention on Choice of Court Agreements](#) (Hague Choice of Court Convention).
- [Hague Convention on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters](#) (Hague Judgments Convention).

Ireland is a party to several other subject-matter-specific conventions and EU Regulations in relation to family and insolvency law that include provisions on recognition and enforcement, for example:

- [Council Regulation \(EC\) 4/2009 on jurisdiction, applicable law, recognition and enforcement of decisions and co-operation in matters relating to maintenance obligations](#) (EU Maintenance Regulation).
- [Regulation \(EU\) 2015/848 on insolvency proceedings](#) (Recast Insolvency Regulation).

However, these fall outside the scope of this note.

## Enforceable/Excluded Judgments

### Domestic Judgments

A domestic "judgment" is a court's decision in legal proceedings, including interim measures, as well as a final judgment on the merits (including monetary and non-money judgments). The procedure for enforcement depends on the nature of the judgment in question (see [Methods of Enforcement \(Domestic and Foreign\)](#)).

Any common law or equitable remedy ordered by a court in Ireland is enforceable in Ireland. Straightforward debt judgments are therefore enforceable, as well as non-money judgments, including:

- Judgments ordering or prohibiting the doing of acts/injunctions.
- Interim orders.
- Protective orders.
- Default judgments.

Judgments that are excluded from enforcement include judgments on which the court has imposed a stay of execution or where the period for any payment has not yet expired.

The nature of the judgment in question and the judgment creditor's understanding of what assets the judgment debtor has will inform the appropriate method(s) of enforcement that a judgment creditor would choose to pursue (see [Methods of Enforcement \(Domestic and Foreign\)](#))).

### Foreign Judgments

The definition of "judgment" for enforcement purposes depends on the applicable law or statutory regime, which define those judgments that are within their scope (see [Foreign Judgments](#)).

The enforceability of a foreign judgment in Ireland depends on whether the judgment in question falls within the definition of "judgment" within the applicable enforcement regime.

**EU/EFTA enforcement regime.** The concept of "judgment" is broadly defined under the Brussels Regulation, the Recast Brussels Regulation, the Brussels Convention and the Lugano Convention. These instruments apply to judgments "whatever the judgment may be called, including a decree, order, decision or writ of execution, as well as a decision on the determination of costs or expenses by an officer of the court" (Article 2(a), Recast Brussels Regulation, Article 32, Brussels Regulation, Article 32, 2007 Lugano Convention, Article 25, Brussels Convention). Accordingly, what constitutes a judgment includes

money judgments, non-money judgments, interim orders, injunctions and decrees of specific performance made by an EU/EFTA member state court.

**Hague Choice of Court Convention regime.** The Hague Choice of Court Convention is narrower in its scope:

- It specifically excludes protective interim measures from its enforcement regime (Article 4).
- It provides that a "judgment" means any decision on the merits given by a court, whatever it may be called, including a decree or order, and a determination of costs or expenses by the court (including an officer of the court), provided that the determination relates to a decision on the merits which may be recognised or enforced under the convention. (Article 4).
- It is limited to cases where there is an exclusive choice of court agreement in favour of a court of one of the contracting states that was concluded after the Hague Choice of Court Convention came into force in that state and where the proceedings concern matters that are not expressly excluded by the convention (Article 16(1)).

**Hague Judgments Convention regime.** The Hague Judgments Convention is narrow in scope:

- Interim measures of protection are specifically excluded (Article 3(1)(b)).
- It provides that a "judgment" means any decision on the merits given by a court, whatever that decision may be called, including a decree or order, and a determination of costs or expenses of the proceedings by the court (including an officer of the court), provided that the determination relates to a decision on the merits which may be recognised or enforced under the convention. (Article 3(1)(b)).

However, the Hague Judgments Convention does allow for the enforcement of judgments obtained in other states that are party to the convention even where there is a non-exclusive jurisdiction clause (including a unilateral or asymmetric clause). For more information, see [Practice Note, Hague Judgments Convention: overview: General effect](#) and [Bases for recognition and enforcement](#).

It is also wider in scope than the Hague Choice of Court Convention, applying for example to employment and consumer contracts (see, [Practice Note, Hague Judgments Convention: overview: Consumer and employment matters](#)).

**Common law regime.** For enforcement of foreign judgments at common law, what constitutes a judgment that is capable of recognition and enforcement is even narrower in scope. Such judgments must be:

- For a definite sum. Therefore, only money judgments can be enforced. Irish courts will not enforce foreign revenue, penal or other public laws, whether directly or through the recognition of a foreign judgment.
- Final and conclusive, which means that it must be final and unalterable by the court that pronounced it.
- Given by a court of competent jurisdiction. This means that the foreign court must have had jurisdiction under Irish conflict of law rules to deliver the final and conclusive judgment for which recognition and enforcement is sought (see [Jurisdiction](#)).

Judgments that fall outside of the scope specified above cannot be enforced.

## Enforcing Domestic Judgments

## Enforcement Procedure

For money judgments, the chosen method(s) of enforcement (see *Methods of Enforcement (Domestic and Foreign)*) will determine whether a further court application will be required. The enforcement mechanism will usually depend on the nature of the assets against which the judgment creditor wants to enforce, for example:

- Is there a property against which a judgment mortgage can be registered?
- Are there bank accounts against which garnishee orders can be obtained?
- Are there shares in a subsidiary that can be attached?

Another approach would be to issue a 21-day letter threatening to wind up the company and to seek to appoint a liquidator (or to threaten bankruptcy where the debtor is an individual).

Applicants do not have to provide security in relation to enforcement proceedings.

The time that enforcement of the judgment will take depends on the method of enforcement chosen and the level of resistance offered by the respondents.

## Limitation Period

There are different procedural rules relating to the limitation period depending on the court in which the proceedings are being taken:

- **District Court.** The relevant court rules provide that judgments of the District Court remain in full force and effect for 12 years and the permission of the court is required if seeking to execute after six years from the date on which the judgment was given or made (*District Court Rules*, Order 51, rule 3).
- **Circuit Court.** The permission of the court is also required if seeking to execute after six years from the date on which the judgment was given or made (Circuit Court Rules, Order 36, rule 9). The fixed 12-year limitation period for the execution of Circuit Court decrees and judgments has been removed so that the relevant provisions of the Circuit Court Rules no longer reference a 12-year period (*Circuit Court Rules*, Order 36, rules 9 and 10).
- **High Court.** Case law considering the relevant provision of the *Rules of the Superior Courts* indicates that the issuance of execution orders relating to High Court judgments is not subject to a limitation period (Rules of the Superior Courts, Order 42). Permission of the court is required if seeking to execute after six years from the date on which the judgment was given or made (Rules of the Superior Courts, Order 42, rules 23 and 24).

## Competent Court

The court in which any necessary execution proceedings are filed will depend on the method of enforcement being pursued. For example:

- An application for a summons to attend is made in the District Court.
- An application for a garnishee order is made to the relevant court that delivered the judgment in question (see Circuit Court Rules, Order 38 and Rules of the Superior Courts, Order 45).

- An application for the appointment of a receiver by way of equitable execution is made to the relevant court that delivered the judgment in question (see Circuit Court Rules, Order 39 and Rules of the Superior Courts, Order 45).
- An application for the issuance of bankruptcy summons following the issuance of a bankruptcy demand that has not been met is to the High Court (see Rules of the Superior Courts, Order 42 and the [Bankruptcy Act 1988](#)).

## Application for Enforcement

### Required Documents

A copy of the judgment or order upon which the specific type of execution order is sought must be provided. The copy must satisfy the conditions necessary to establish its authenticity. In the High Court, where the judgment or order is for the payment of money, a certificate, signed by the party or their solicitor and detailing the sum demanded, must be filed in the Central Office (Rules of the Superior Courts, Order 42, rule 10).

No execution order will be issued without either the party or their solicitor, filing a signed *praecipe* (a legal document used to request a specific action from a court; essentially a written order that directs the court to perform a certain task, such as entering a judgment). This must contain the title of the cause or matter, the record reference, the date of judgment and details of any order directing execution to be issued. There are prescribed forms to be used in Appendix F, Part 1 of the Rules of the Superior Courts (Rules of the Superior Courts, Order 42, rule 11).

### Information to Include

Any additional information to be included depends on which enforcement method is pursued.

See [Required Documents](#).

## Staying Enforcement

### Grounds to Stay Enforcement

The judgment or order must have been delivered by an Irish court and validly served in accordance with Irish law.

A judgment must be final and conclusive, which means it is unalterable by the court that pronounced it. If it is subject to an appeal, this will not necessarily prevent its enforcement if no stay has been expressly placed on the judgment or order. The courts have discretion to grant a stay of execution pending determination of an appeal and may, at any time after giving judgment or making an order, stay execution until such time as it sees fit.

## Interim Remedies

The following interim measures can be ordered by the Irish courts pending enforcement proceedings:

- Interim and interlocutory injunctions.
- Mandatory injunctions.

- Interim attachment orders to preserve assets pending judgment.
- Anton Piller orders to prevent the defendant from destroying evidence pending the trial of the action.

## Costs and Interest

The courts have discretion to apply Courts Act interest to the whole or any part of any money judgment until payment. Courts Act interest is currently 2% under the *Courts Act 1981 (Interest in Judgment Debts) Order 2016*, which came into operation on 1 January 2017.

However, the courts do not have discretion where there is an existing contractual right to interest on the sum awarded. Recovery of the costs of the enforcement proceedings under the relevant method(s) chosen are provided within the relevant procedural rules. For example, the costs of an application for discovery in aid of execution will be awarded at the discretion of the court (Rules of the Superior Courts, Order 42). Similar provision is made in relation to an application for a garnishee order and the application is made to the court that delivered the judgment in question (see Circuit Court Rules, Order 38 and Rules of the Superior Courts, Order 45).

## Enforcement of Foreign Judgments

### Foreign Judgment Procedure

The requirements for recognition and subsequent enforcement of a judgment depend on:

- Where the judgment originates from.
- The date the underlying proceedings were instituted.
- The nature of the assets in question.

See *Foreign Framework* and *International Conventions/Agreements*

The Irish courts may, on application on notice, require a plaintiff to give security for costs. This may be sought where the plaintiff is resident outside of Ireland and, generally, from a non-EU member state or a non-Lugano Convention signatory state. The Rules of the Superior Courts, Order 29 provides expressly that there is no entitlement to security for costs in proceedings for enforcement under the EU/EFTA regime solely on the ground that the plaintiff is a foreign national or domiciled outside of Ireland. This reflects the wording in the Brussels Regulation, Brussels Recast Regulation and Brussels Convention (see Articles 51, 56 and 45 respectively) as well as the Lugano Convention (Article 51). In those circumstances, security for costs orders are unlikely to be ordered against individual plaintiffs based in the EU/EFTA member states unless there is strong evidence that they will be unable to pay the respondent's costs if ordered to do so. Although the Hague Choice of Court Convention does not make similar provision, the Hague Judgments Convention does contain similar wording (Article 14(1)).

There is no automatic requirement to provide security when seeking to enforce a foreign judgment.

### Simplified Procedure

The Recast Brussels Regulation provides that judgments in proceedings issued in EU member states on or after 10 January 2015 can be enforced in the member state addressed as if it were a judgment given by the courts of that member state without any declaration of enforceability (exequatur) being required.

However, a declaration of enforceability must be obtained for judgments issued in states covered by the Brussels Convention and Lugano Convention, as well as for judgments subject to the Brussels Regulation. The relevant procedural requirements to make such an application are detailed in Order 42A of the Rules of the Superior Courts. The application is made before the Master of the High Court. Once the relevant proofs are met (see [Application Information](#)) the Master has no discretion other than to grant the order sought, although that is subject to a right of appeal by the party against whom enforcement is sought.

Order 42D of the Rules of the Superior Courts applies to enforcement under the Hague Choice of Court Convention. The initial processes for seeking recognition and enforcement under the Hague Choice of Court Convention are identical to the processes for judgments under the Brussels Convention, Lugano Convention and Brussels Regulation, albeit with some additional details relating to the damages awarded by the judgment to be included in the accompanying affidavit. See [Practice Note, Enforcement of English judgments in other jurisdictions: Enforcement procedure](#).

The procedure in Ireland relating to enforcement under the Hague Judgments Convention is set out in the [European Union \(Hague Judgments Convention\) Regulations 2023 \(S.I. No. 434/2023\)](#).

These simplified procedures do not apply to the enforcement of foreign judgments to which common law procedures apply. Instead, the holder of the judgment must commence fresh legal proceedings, which effectively involve bringing legal action to recover the amount owed under a judgment as a debt (see [Application for Enforcing Foreign Judgments](#)).

## New Action

For foreign judgments to which common law procedures apply, it is necessary to commence fresh debt proceedings based on the judgment. However, in the first instance, it is necessary to make an application for leave to issue and serve proceedings out of the jurisdiction. This application is made to the Irish High Court under Order 11 of the Rules of the Superior Courts. This is usually made on an ex parte basis and is grounded on an affidavit.

Once the summons has been issued and served, the next step is for the plaintiff to issue a motion seeking judgment. An application can then be made by the defendant to set aside service on the grounds that Ireland is not the appropriate jurisdiction in which to seek enforcement from the perspective of comparative cost and convenience (under Order 11 of the Rules of the Superior Courts). Such jurisdictional challenges are often dealt with as a preliminary issue, and any ruling is itself subject to an automatic right of appeal, which can impact on the costs and timing of obtaining recognition and enforcement.

Assuming any challenge is unsuccessful and judgment is granted, an application can then be made to enforce the (domestic) judgment (see [Required Documents](#)).

When the foreign court is located in a jurisdiction governed by the EU/EFTA regime, the Hague Choice of Court Convention or the Hague Judgments Convention, applicants are not required to recommence proceedings in Ireland.

Under the Recast Brussels Regulation, a judgment is automatically recognised and, provided the judgment would be enforceable in the EU member state where it was given, no declaration of enforceability is required.

Under the Brussels Regulation, Brussels Convention, Lugano Convention and Hague Choice of Court Convention, the process for recognition and enforcement of the foreign judgment is streamlined and is based on the foreign judgment (see [Application Information](#)).

## Limitation Period for Foreign Judgments

Although the Brussels Regulation, the Recast Brussels Regulation, the Brussels Convention and the Lugano Convention do not themselves provide for limitation periods for enforcement of judgments, for judgments to be recognised and enforced, they must generally still be enforceable in the state in which they were issued. This is also true of the Hague Choice of Court Convention and the Hague Judgments Convention.

For enforcement at common law, the relevant foreign judgment is deemed to create a contract debt, so a limitation period of six years applies (from the date of the judgment debt).

## Competent Court for Filing Foreign Judgment Enforcement

Where necessary, an application for the recognition and enforcement of foreign civil and commercial judgments must be brought before the Irish High Court. However, depending on monetary thresholds, lower civil courts have jurisdiction in respect of a European enforcement order and the European small claims procedure.

## Application for Enforcing Foreign Judgments

### Documents for Application

**EU/EFTA regime:** For EU judgments in proceedings commenced after 10 January 2015, to which the Recast Brussels Regulation applies, a creditor can go straight to the High Court in Ireland for enforcement. All that is required is:

- A copy of the judgment that satisfies the conditions necessary to establish its authenticity.
- A standard form certificate issued by the court that granted the judgment.
- If necessary, a certified translation of the judgment into Irish or (more commonly) English.

Order 42A of the Rules of the Superior Courts sets out the requirements for recognition and enforcement of judgments from EU member states in proceedings commenced before 10 January 2015 (to which the Brussels Regulation continues to apply) and from signatory states to the Brussels Convention and Lugano Convention. The application for enforcement (made by an ex parte motion before the Master of the High Court) is based on an affidavit exhibiting:

- The judgment that is to be enforced, or a certified or otherwise authenticated copy.
- Where seeking enforcement under the Lugano Convention, the certificate referred to in Article 54 of the Lugano Convention.
- Where seeking enforcement under the Brussels Regulation, the certificate referred to in Article 54 of the Brussels Regulation.
- For a judgment given in default, the original or certified copy of a document that establishes that the party in default was served with the documents instituting the proceedings in sufficient time to enable it to arrange its defence.
- Documents that establish that, according to the law of the state in which it has been given, the judgment is enforceable and has been served.

- Where applicable, a document showing that the applicant is in receipt of legal aid in the state in which the judgment was given.
- Certified translations into Irish or (more commonly) English, if necessary.

If the necessary documents are not produced, the Master may:

- Adjourn the application to allow for production of the documents.
- Accept equivalent documents.
- Dispense with production of the documents.

Once the relevant proofs are met, the Master has no discretion other than to grant the order sought. Once made, notice of the making of the relevant order is to be served against the party to which it is directed.

**Hague Choice of Court Convention:** An additional exhibit demonstrating the exclusive choice of court agreement is required for the enforcement of Hague Choice of Court Convention judgments (as set out by Order 42D of the Rules of the Superior Courts).

**Hague Judgments Convention:** See [Practice Note, Hague Judgments Convention: overview: Documents to accompany application for recognition and enforcement](#).

### Common law regime:

The following documents are required when commencing the new proceedings before the Irish courts:

- A summary summons.
- A grounding affidavit that exhibits the judgment (as a verified, certified and sealed copy) that is sought to be enforced.
- Certified translations of documents into Irish or (more commonly) English, where required.
- For a judgment given in default, evidence that the party in default was served with the documents instituting proceedings and that the judgment is enforceable in its originating state.

The courts require the best possible evidence, and original or certified copies of documents are generally required.

### Application Information

As no declaration of enforceability is required under the Recast Brussels Regulation, no court application is required. Instead, a party seeking to rely on the Recast Brussels Regulation is required to produce a copy of the judgment duly authenticated, a certificate and where necessary, a translation of the judgment and certificate. The certificate should certify that the judgment is enforceable and contain an extract of the judgment. Where required, the certificate will also include relevant information on the recoverable costs and the calculation of interest.

An application for recognition and enforcement under the Brussels Regulation, Brussels Convention or Lugano Convention is made by the applicant on an ex parte application based on an affidavit. Order 42A of the Rules of the Superior Courts sets out that the affidavit must state:

- Whether the judgment provides for the payment of a sum or sums of money.
- Whether interest is recoverable on the judgment and, if so, the rate of interest, the date from which the interest is recoverable, and the date on which the interest ceases to accrue.
- The address for service of proceedings for the parties.
- The grounds on which the right to enforce the judgment is vested in the party making the application.
- If necessary, confirmation that the judgment has not been satisfied in whole or in part and the amount that remains unsatisfied.

**Hague Choice of Court Agreements:** See [Practice Note, Enforcement of English judgments in other jurisdictions: Enforcement procedure](#).

**Hague Judgments Convention:** See [Practice Note, Hague Judgments Convention: overview: Documents to accompany application for recognition and enforcement](#).

For the documentary and information requirements for enforcement proceedings under the common law, see [Application Information](#).

## Challenging Enforcement: Grounds

**EU/EFTA regime.** Under the Recast Brussels Regulation, judgments from EU member states are recognised without any special procedure being required and are enforceable without any declaration of enforceability. However, Article 45 provides that any interested party can apply for the recognition of a judgment to be refused on certain grounds. Those grounds are the same that apply under the Lugano Convention and the Brussels Regulation (Articles 34 and 35 of both instruments). For more information, see [Practice Note, Enforcement of foreign judgments in England: Defences to enforcement under the European regime](#). (Broadly similar grounds apply under the Hague Choice of Court Convention (Article 9) and the Hague Judgments Convention (Article 7), except that they apply not only to refusal of recognition, but also refusal of enforcement).

**Grounds for refusal.** Under the EU/EFTA regime, once the formal requirements have been met (see [Application for Enforcing Foreign Judgments](#)), Irish courts do not have jurisdiction to refuse recognition and enforcement except:

- Where it is manifestly contrary to public policy in the state in which recognition is sought.
- Where the judgment was given in default and the defendant was not served with the document that instituted the proceedings or equivalent in sufficient time and in such a way as to enable the defendant to arrange its defence.
- Where the judgment is irreconcilable with a judgment given between the same parties in the state addressed.
- Where the judgment is irreconcilable with an earlier judgment in another state involving the same cause of action and same parties, and the earlier judgment fulfils the criteria for recognition in the state addressed.
- Where the judgment conflicts with the jurisdictional principles applicable to claims where there is exclusive jurisdiction agreement (see [Jurisdiction](#)).

Although limitation is not an express ground for refusing recognition under the EU/EFTA regime, for judgments to be recognised and enforced they must generally still be enforceable in the state in which they were issued.

**Hague Choice of Court.** The same exceptions apply to recognition and enforcement under the Hague Choice of Court Convention, with the exception of the final principle in relation to exclusive jurisdiction. In addition, under the Hague Choice of Court Convention, recognition (and enforcement) can also be refused if:

- The choice of court agreement was null and void.
- A party lacked capacity to conclude the choice of court agreement.
- The judgment was obtained by fraud in connection with a matter of procedure.

Under Article 21 of the Hague Choice of Court Convention, a contracting state can declare that it has a strong interest in not applying the convention to a specific matter. In that case, the convention will not apply in relation to that matter.

**Hague Judgments Convention.** Grounds for refusal to recognise the judgment of a foreign court are wider under the Hague Judgments Convention. These include public policy grounds that may feature more in a global convention than in a regional instrument such as the Brussels Regulation. (For example, recognition (and enforcement) can be refused where the judgment in question orders damages that are not compensatory.)

Like the Hague Choice of Court Convention, a contracting state to the Hague Judgments Convention can declare that it has a strong interest in not applying the convention to a specific matter (Article 18). In that case, the convention will not apply in relation to that matter. In addition, the convention includes the option for a contracting state to notify that it does not want the convention to apply between it and another contracting state (Article 29).

**Common law regime.** Recognition and enforcement of a foreign judgment under the common law can be challenged on a number of grounds:

- The judgment is not for a monetary sum and is not final and conclusive.
- The application for recognition and enforcement was not brought within the relevant limitation period.
- The foreign judgment is impeachable for fraud.
- The courts of the foreign state did not have jurisdiction to give the judgment in accordance with the common law rules of private international law.
- The foreign judgment is impeachable on the ground that its enforcement or recognition would be contrary to public policy.
- The foreign proceedings in which the judgment was obtained were contrary to natural justice.

When seeking recognition and enforcement of a judgment in rem, the key consideration is the location of the property that is the subject of the judgment at the time the foreign proceedings took place. Irish courts will not enforce judgments related to foreign immovable property and the foreign courts in that jurisdiction will be held to have sole jurisdiction in any action in relation to such property.

In general, on the basis of respect and comity between international courts, the approach of the Irish court to proceedings seeking recognition and enforcement is generally positive.

## Review of Merits

A review of the merits or substance of the judgment is not permitted under the EU/EFTA regime or the Hague Conventions (Article 36, Brussels Regulation; Article 52, Recast Brussels Regulation; Article 36, Lugano Convention; Article 8(2), Hague Choice of Courts Convention; Article 4(2), Hague Judgments Convention).

## Due Process

The Brussels Regulation, Recast Brussels Regulation and Lugano Convention provide that a judgment will not be recognised if the defendant was not served with the document that instituted the proceedings or with an equivalent document in sufficient time and in such a way as to enable it to arrange a defence. However, irregularity of service is unlikely to provide a basis to resist recognition and enforcement if it can be demonstrated that the defendant was made aware of the proceedings and failed to take steps in relation to them when it was possible to do so.

The Hague Choice of Court Convention and the Hague Judgments Convention both provide that recognition or enforcement may be refused if the proceedings were notified to the defendant in a manner incompatible with fundamental principles of the requested state concerning service of documents.

At common law, recognition and enforcement may be refused if the judgment involved is contrary to the principles of natural justice. Therefore, a defendant could seek to resist recognition and enforcement before the Irish court on the basis of the absence of proper service or notice of the proceedings, or where a defendant was not afforded sufficient opportunity to arrange for a defence to be raised. The Irish Courts will typically accept a method of service that is approved by a foreign court.

## Finality

A judgment must be final and conclusive, which means it is unalterable by the court that pronounced it. If it is subject to an appeal, this will not automatically prevent its enforcement if no stay has been expressly placed on the judgment or order.

**EU/EFTA regime.** The European regime covers the recognition and enforcement of money and non-money judgments (such as injunctions and interim orders) made by a member state court. A pending appeal is not a ground on which enforcement can be refused if the judgment is already enforceable in the state in which it was granted. However, the court may stay the enforcement proceedings if either:

- An appeal has been lodged in the foreign proceedings.
- The time for an appeal has not yet expired.

(Article 51, Recast Brussels Regulation. See also Article 37 (in relation to recognition proceedings) and 46 (in relation to enforcement proceedings) of both the Brussels Regulation and the Lugano Convention).

**Hague Choice of Court Convention.** Under the Hague Choice of Court Convention, the recognition or execution of a judgment can be delayed or denied if the judgment is under appeal in the country of origin or if the period to initiate a standard appeal has not yet lapsed (Article 8, Hague Choice of Court Convention).

**Hague Judgments Convention:** Similarly, under the Hague Judgments Convention, recognition or enforcement may be postponed or refused if the judgment is the subject of review in the state of origin or if the time limit for seeking ordinary review has not expired (Article 4(4)). This provision does not prevent the judgment creditor from subsequently seeking recognition or enforcement of the judgment under the convention. For more information, see [Practice Note, Hague Judgments Convention: overview: Judgment under review or subject to appeal](#).

**Common law regime.** The court rules provide that enforcement proceedings can be brought unless the court has imposed a stay of execution or where the period for any payment has not yet expired. However, recognition and enforcement may be subject to conditions that will safeguard the interests of those who have the right of appeal, and in particular, the court may make an enforcement order but stay execution of the order until such time as the appeal in the foreign country is disposed of.

## Jurisdiction

The rules governing jurisdiction can be divided into personal and subject-matter jurisdiction.

### Personal Jurisdiction

**EU/EFT regime.** The Brussels Regulation, Recast Brussels Regulation, Brussels Convention and Lugano Convention each contain detailed provisions with regard to personal jurisdiction that provide for general rules and specific exceptions with regard to where a party can be sued. If those jurisdiction rules have been complied with, the enforcing court in Ireland is bound by the findings of fact in the original judgment.

**Hague Choice of Court Convention.** The Hague Choice of Court Convention applies only where the dispute arises out of a contract that contains an exclusive choice of court agreement.

**Hague Judgments Convention.** When deciding whether to recognise or enforce a foreign judgment, the Convention provides a list of criteria to be used by the court addressed to ascertain whether the judgment is eligible for recognition and enforcement (sometimes referred to as "indirect grounds of jurisdiction") (Article 5, Hague Judgments Convention). However, it does not provide rules on direct jurisdiction to ascertain whether the court of origin has validly assumed jurisdiction. For more information, see [Practice Note, Hague Judgments Convention: overview: Bases for recognition and enforcement](#).

**Common law regime.** For enforcement of an *in personam* judgment under the common law, the Irish courts will consider whether the original court had personal jurisdiction consistent with Irish conflict of law rules requiring the defendant's submission to the foreign court's jurisdiction.

The Irish courts will consider that the foreign court was competent (subject to certain exceptions):

- If the judgment debtor was, at the time the proceedings were instituted, present in the foreign country.
- If the judgment debtor was claimant, or counterclaimed, in the proceedings in the foreign court.
- If the judgment debtor, being a defendant in the foreign court, submitted to the jurisdiction of that court by voluntarily appearing in the proceedings.
- If the judgment debtor, being a defendant in the original court, had before the commencement of the proceedings agreed, in respect of the subject matter of the proceedings, to submit to the jurisdiction of that court or of the courts of that country.

The Irish courts will not necessarily accept that the foreign court had jurisdiction solely on the basis of:

- The defendant's nationality or allegiance.
- The defendant's domicile.
- Reciprocity.

- The cause of action accruing in the foreign country.
- The possession of property by the defendant in the foreign country.

## Subject-Matter Jurisdiction

**EU/EFTA regime:** The Brussels Regulation, Recast Brussels Regulation and the Lugano Convention identify categories of disputes that fall outside their scope (see Article 1 in each of those instruments). The EU/EFTA regime cannot be applied to those matters.

The Brussels Regulation, Recast Brussels Regulation and the Lugano Convention also have specific provisions according to the subject matter of certain disputes, as there are particular categories of dispute in respect of which exclusive jurisdiction is conferred.

For example, under the Recast Brussels Regulation, the enforcing courts in Ireland can only consider the jurisdiction of the foreign court on the application of a party and recognition may be refused to extent that the judgment conflicts with:

- The rules setting out how jurisdiction must be determined for insurance, consumer, or employment matters (in relation to the Recast Brussels Regulation only) (Article 45(1)(e), Recast Brussels Regulation).
- The rules giving exclusive jurisdiction to a particular member state where the proceedings involve matters such as:
  - immovable property;
  - the constitution of companies; and
  - the validity of entries in public registers or the validity of certain intellectual property (IP) rights.

(Article 45(1)(e), Recast Brussels Regulation.)

For more information, see [Practice Note, Enforcement of foreign judgments in England: Conflict with certain jurisdiction rules](#).

- A contractual arbitration clause (Article 1(2)(d), Recast Brussels Regulation).

**Hague Choice of Courts Convention and Hague Judgments Convention.** These conventions identify categories of disputes that fall outside their scope. Therefore, a court in Ireland may need to consider the subject-matter jurisdiction of the original court when determining whether recognition and enforcement can be pursued under those regimes.

Other specialised regimes exist for certain classes of case (such as family law, insolvency law, and so on) under international instruments (such as the Hague Conference on Private International Law (HCCH) and the European Insolvency Regulations).

**Common law regime.** At common law, the decision will be unenforceable if the original court did not have subject-matter jurisdiction. However, such issues are only likely to arise where the subject matter of the dispute affects the submission of the defendant to that jurisdiction, and will generally be of significance in cases dealing with judgments *in rem*.

## Exorbitant Ground of Jurisdiction

An enforcing court will only consider jurisdiction on the basis of specific grounds in the relevant applicable instruments, see [Personal Jurisdiction](#).

## Voluntary Acknowledgement of Court's Jurisdiction

Voluntary submission to a foreign jurisdiction would limit a defendant's ability to use lack of jurisdiction of the original court as a reason to challenge recognition and enforcement in Ireland. See [Personal Jurisdiction](#).

## Public Policy

Recognition and enforcement of a judgment can be challenged on public policy grounds (although it is rarely successful).

The Brussels Regulation, Recast Brussels Regulation, Brussels Convention, Lugano Convention, Hague Choice of Courts Convention and Hague Judgments Convention each provide that recognition can be refused where it is manifestly contrary to public policy in the state addressed.

Recent Irish case law has confirmed that "manifestly" is a threshold issue that highlights the exceptional nature of the public policy basis for refusing recognition and how the issue involved must be fundamental regarding the rights of an individual or the public good. The Irish Supreme Court in *f v Coucal* [2025] IESC 20, in relation to an application to refuse recognition under the Recast Brussels Regulation, noted that to be contrary to public policy would normally require "something offensive to basic, fundamental, and essential provisions of the legal order and which would be clearly recognised as such".

A judgment that is contrary to the principles of Irish public policy can also be refused by an Irish court at common law.

The Irish courts have rarely used public policy principles to refuse the enforcement of a judgment. In *Celtic Atlantic Salmon (Killary) Ltd v Aller Acqua* [2014] IEHC 421 recognition and enforcement was refused on the basis of procedural unfairness in Danish law, although subsequently Mr Justice O'Donnell, in the Supreme Court decision in *Scully v Coucal* [2025] IESC 20, described that as an unusual case, probably confined to its own facts.

In the case of *Sporting Index Limited v O'Shea* [2015] IEHC 407, the High Court allowed an appeal against an order of the Master of the Irish High Court and deemed a judgment obtained in the County Court in London unenforceable in respect of losses arising from the defendant's online spread betting account. The High Court held that as the applicable legislative regime in Ireland (the Gaming and Lotteries Act 1956) prohibited the enforcement of betting contracts, the contracts were manifestly contrary to public policy, and the court was prohibited from recognising the order of the London court (although the judgment for costs was recognised and enforced).

The decision in *Sporting Index* was however subsequently criticised by the Irish Supreme Court in *Scully v Coucal* [2025] IESC 20, reinforcing the principle that it is only in very exceptional circumstances that recognition of judgments of another EU member state will be refused in Ireland. The decision in *Scully* also noted the need to balance public policy arguments against recognition and enforcement against the "strong public policy in favour of giving effect to judgments given in courts of other member states in respect of proceedings properly before those courts, and contested by the parties", with the Supreme Court ultimately finding that procedural law differences between Ireland and Poland (as the member state issuing the judgment) did not of itself render that judgment unenforceable in Ireland on public policy grounds.

## Interim Remedies for Enforcing Foreign Judgments

Interim relief is available to an applicant attempting to enforce a foreign judgment in Ireland in the form of a Mareva injunction. This is a freezing order and prevents the defendant from reducing its assets below a specified sum, although it gives the applicant no proprietary interest in the frozen assets.

Orders of an injunctive nature are also available under the Brussels Regulation, Recast Brussels Regulation, Brussels Convention and Lugano Convention, which permit pre-emptive or protective measures.

The Hague Choice of Courts Convention does not govern interim measures of protection and expressly states that it does not require or preclude the grant, refusal or termination of interim measures of protection by a court of a contracting state to the convention and also does not affect whether a party may request or be granted such measures (Article 7). Similar wording is not included in the Hague Judgments Convention (although enforcement of interim measures is not within scope).

In appropriate circumstances, the Irish courts are likely to require an undertaking or other security from the applicant to make good any damages suffered by the respondent arising from the making of the Mareva injunction if the applicant fails to succeed at the trial of the enforcement action. The same principle applies to the grant of any injunctive relief.

## Costs and Interest for Enforcing Foreign Judgments

Interest is allowed on the original judgment in line with the terms of the judgment itself. From the date of recognition of the foreign judgment, Courts Act interest can be awarded at the discretion of the Irish Court at 2% per annum computed on a simple interest basis.

**EU/EFTA regime.** Provision is made in domestic legislation for an enforcement order to provide for the payment of the reasonable costs of the enforcement applications required under the EU/EFTA regime. This is at the discretion of the Master of the High Court. For example, see regulation 7 of the [European Communities \(Civil and Commercial Judgments\) Regulations 2002](#)), section 8 of the [Jurisdiction of Courts and Enforcement of Judgments \(European Communities\) Act 1988](#)) and section 10 of the [Jurisdiction of the Courts and Enforcement of Judgments Act 1998](#).

## Currency

The value of the judgment does not need to be converted to local currency in order for a foreign judgment to be recognised in Ireland. However, if enforcement options are to be pursued within the jurisdiction, it may be necessary to obtain the Irish currency equivalent. This will be done at the point of execution.

## Methods of Enforcement (Domestic and Foreign)

A judgment creditor with a foreign judgment that has been recognised as enforceable has the same enforcement options as would be available as if the judgment was a judgment of a court of the enforcing state. Depending on the nature of the assets in question, this includes the following:

- An execution order (or order of *feri facias*), which orders the seizure and sale of personal property belonging to the judgment debtor in Ireland by publicly appointed sheriffs.
- A holder of a judgment can register it 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.

- 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.
- 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 (the "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.
- 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.
- 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 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.
- A judgment creditor can also seek an order to examine the judgment debtor or related individuals to obtain information about the debtor's assets (also known as cross-examination in aid of execution).
- An application can be made by the judgment creditor for a summons to be issued directing the judgment debtor to attend their nearest District Court where an application will be made for an Instalment Order (which will be granted if the court is satisfied that the debtor cannot pay the debt immediately). In the context of that application, the debtor is required to explain why they have not paid the judgment debt and will also be required to provide a statement of means, setting out their income, expenditure, assets and liabilities.
- The court can order civil imprisonment as a result of a failure to comply with a payment order, such as an Instalment Order (see District Court Rules, Order 51A).
- The facts of the judgment can be registered and published by the judgment creditor.

## Proposals for Reform

Subject to the ongoing application of relevant transitional provisions in the Withdrawal Agreement between the EU and the UK (the run-off regime), the UK's involvement in the Brussels Regime and Lugano Convention came to an end on 31 December 2020. Litigators involved in the UK/EU now need to consider a number of inter-related regimes: the pre-Brexit regime, the transition regime, the run-off regime and the post-Brexit regime.

The UK's application to accede to the Lugano Convention was unsuccessful, which means that, currently at least, cross-border enforcement of English judgments depends, in part, on whether the Hague Choice of Court Convention or Hague Judgments Convention apply. The Hague Choice of Court Convention and Hague Judgments Convention are much more limited in scope than the Lugano Convention.

Where the run-off regime, the Hague Choice of Court Convention and Hague Judgments Convention do not apply, enforcement of UK judgments in Ireland is dependent on common law rules of private international law. This means that recognition and enforcement of a UK judgment in Ireland will only be possible where the judgment is final and conclusive and involves a fixed monetary amount. Enforcement of UK judgments in other EU jurisdictions similarly depends on their domestic rules on the enforcement of foreign judgments, and this may differ between jurisdictions.

The UK has, at the time of writing, acceded to the Hague Judgments Convention, which extended to the UK with effect from 1 July 2025. From 1 July 2025, the Hague Judgments Convention, applies as between the UK, the EU (other than Denmark), Ukraine, as well as Uruguay. Although the Hague Judgments Convention deals with the recognition and enforcement of judgments, it does not address the jurisdiction of a court to hear a dispute in the first place (which it is intended will be addressed in the future via a further Hague Convention). This means that there is a heightened risk of parallel proceedings in different jurisdictions when compared to the Hague Choice of Court Convention or the EU/EFTA regime, although once the issue of enforcement comes into play, the Hague Judgments Convention does offer protection.

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