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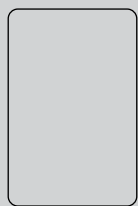
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Enforcement of Foreign Judgments 2022

Contributing editors**Oliver Browne, Tom Watret and Georgie Blears****Latham & Watkins LLP**

Lexology Getting The Deal Through is delighted to publish the eleventh edition of *Enforcement of Foreign Judgments*, which is available in print and online at www.lexology.com/gtdt.

Lexology Getting The Deal Through provides international expert analysis in key areas of law, practice and regulation for corporate counsel, cross-border legal practitioners, and company directors and officers.

Throughout this edition, and following the unique Lexology Getting The Deal Through format, the same key questions are answered by leading practitioners in each of the jurisdictions featured. Our coverage this year includes new chapters on Cyprus and Germany.

Lexology Getting The Deal Through titles are published annually in print. Please ensure you are referring to the latest edition or to the online version at www.lexology.com/gtdt.

Every effort has been made to cover all matters of concern to readers. However, specific legal advice should always be sought from experienced local advisers.

Lexology Getting The Deal Through gratefully acknowledges the efforts of all the contributors to this volume, who were chosen for their recognised expertise. We also extend special thanks to the contributing editors, Oliver Browne, Tom Watret and Georgie Blears of Latham & Watkins LLP for their assistance with this volume.



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LEGISLATION

Treaties

- 1 | Is your country party to any bilateral or multilateral treaties for the reciprocal recognition and enforcement of foreign judgments? What is the country's approach to entering into these treaties, and what, if any, amendments or reservations has your country made to such treaties?

Jordan is a party to several bilateral and multilateral treaties for the reciprocal recognition and enforcement of foreign judgments. However, the process of both recognition and enforcement of foreign judgments under the Jordanian legal system can be described as the equivalent to an exequatur of foreign judgments request, whereby a foreign judgment goes through a process of validation of the requirements set forth by the relevant legal authorities (legislation and case law).

Broadly speaking, Jordan's general approach is to have an active presence in as many unified international and regional systems of judicial procedures as possible, in addition to taking a proactive investment approach. By entering into such bilateral and multilateral treaties, Jordan wishes to provide a secure investment environment operating within a unified rule-based set of judicial frameworks.

A non-exhaustive list of some bilateral and multilateral treaties for the reciprocal recognition and enforcement of foreign judgments to which Jordan is a party is set out below.

Multilateral treaties:

- the New York Arbitration Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958;
- the International Centre for Settlement of Investment Disputes (signatory and contracting state, 1972);
- the Riyadh Arab Agreement for Judicial Cooperation 1983 (the Riyadh Agreement); and
- the Agreement on the Enforcement of Judgments between the States of the Arab League 1952.

Bilateral treaties:

- the judicial cooperation treaty between Jordan and Algeria 2001;
- the judicial cooperation treaty between Jordan and Yemen 2001;
- the judicial cooperation treaty in civil, commercial and personal and criminal matters between Jordan and Kuwait 2006;
- the judicial cooperation treaty between Jordan and the United Arab Emirates 1999;
- the judicial cooperation treaty between Jordan and Qatar 1997;
- the judicial cooperation treaty between Jordan and Egypt 1987;
- the judicial cooperation treaty between Jordan and Tunisia 1965; and
- the judicial cooperation treaty between Jordan and Syria 1953.

At the time of writing, and based on research, Jordan has not made any amendments to these treaties.

Jordan has made one reservation on its ratification of the New York Arbitration Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958.

Intra-state variations

- 2 | Is there uniformity in the law on the enforcement of foreign judgments among different jurisdictions within the country?

Jordan has a unified and uniform legislative and jurisdictional system that applies to all Jordanian governorates, and this is also applicable to the system governing the recognition and enforcement of foreign judgments in Jordan.

Sources of law

- 3 | What are the sources of law regarding the enforcement of foreign judgments?

For a foreign judgment to be enforced in Jordan, Jordanian legislations stipulate the equivalence of 'exequatur of judgement', meaning that the foreign judgement will be under the process of validation before the competent court in an exequatur request, in which the court of first instance will examine whether the foreign judgment has been issued in conformity with all the requirements stipulated under the relevant law.

Therefore, the exequatur of judgment is regulated under the following sources of domestic law in Jordan:

- the bilateral and multilateral treaties to which Jordan is a signatory regarding the subject matter, and that have been approved by the Jordanian parliament;
- Jordanian Law of Enforcement of Foreign Judgments No. 8/1952 (the Law); and
- Jordanian Code of Civil Procedures No. 24/1988 and its amendments.

Regarding case-law sources, broadly speaking, Jordan is a civil law system jurisdiction, meaning that case law is considered as a secondary and subordinate source of law to statutory law. However, practically, case law is considered as a valid guidance source in Jordan, and the Jordanian judiciary regards case law as a valuable reference source.

Following this, once a foreign judgment has fulfilled the exequatur proceedings, it will be enforced in the same manner as domestic judgments under Jordanian Enforcement Law No. 29/2017.

Hague Convention requirements

- 4 | To the extent the enforcing country is a signatory of the Hague Convention on Recognition and Enforcement of Foreign Judgments in Civil and Commercial Matters, will the court require strict compliance with its provisions before recognising a foreign judgment?

To date, Jordan is not a signatory to the Hague Convention on Recognition and Enforcement of Foreign Judgments 1971, nor to the Convention of 2 July 2019 on the Recognition and Enforcement of Foreign Judgments in Civil and Commercial Matters (which is not yet in force).

However, on 13 June 2001, Jordan has signed and entered into force the Statute of the Hague Conference on Private International Law and its amendments, which, under article 1, states as its main purpose 'to work for the progressive unification of the rules of private international law'.

BRINGING A CLAIM FOR ENFORCEMENT

Limitation periods

- 5 | What is the limitation period for enforcement of a foreign judgment? When does it commence to run? In what circumstances would the enforcing court consider the statute of limitations of the foreign jurisdiction?

In cases where a bilateral or multilateral treaty has been concluded between Jordan and the country of the foreign judgment, said judgment shall have the power of a writ of execution in Jordan, and under article 8 of Jordanian Enforcement Law No. 29/2017 (the Enforcement Law).

The limitation period for such enforcement shall be 15 years, commencing from the date of the last procedure taken in that regard. However, since parties rarely submit a demand to directly enforce the foreign judgment on an 'as is' basis without first filing a request for exequatur at the court, the limitation period will be determined under the following:

In those cases whereby the foreign judgment cannot be enforced in Jordan unless after filing a request for exequatur, the following points regarding a limitation period apply:

- if the foreign judgment is a foreign arbitral award, Jordanian Law of Enforcement of Foreign Judgments No. 8/1952 (the Law) sets out the definition of an enforceable foreign judgment as 'such awards should be deemed enforceable as a court decision under the laws of the country in which it was issued'. This means that to enforce a foreign arbitral award in Jordan, the award should be deemed enforceable as a court decision under the laws of the country where the award was issued. Consequently, the limitation period for the arbitral award in the country where the award was issued should not be exhausted (ie, it should still be running);
- based on case law, the previous requirement shall also apply if the foreign judgment is a foreign court judgment; in that case, the limitation period for the court judgment in the country where it was issued should not be exhausted (ie, it should still be running); and
- there is no specific limitation period set for bringing a request for an exequatur of a foreign judgment before the competent court under the Law. Nevertheless, the general rule for limitation period under the Jordanian legal framework, which is 15 years, might be applied as a limitation period for such request under the Law.

Once the exequatur request under the Law has been finalised and the foreign judgment or award can be enforced in Jordan, article 8 of the

Enforcement Law determines that the limitation period for such enforcement shall be 15 years, commencing from the date of the last procedure taken in that regard.

Types of enforceable order

- 6 | Which remedies ordered by a foreign court are enforceable in your jurisdiction?

Article 2 of the Law defines an enforceable foreign judgment in Jordan as a judgment issued by a foreign court, including religious courts, relating to civil proceedings and ruling the payment of any amount of money, a judgment on a movable asset or the liquidation of an account, and also includes awards issued by an arbitrator regarding arbitral proceedings.

Article 25 of the Riyadh Agreement excludes from judgments that can be enforced any temporary and discretionary legal actions, and judgments regarding bankruptcy cases, taxes and fees. These exclusions apply to judgments from states that are signatories to the Riyadh Agreement.

Once the foreign judgment has fulfilled the exequatur proceedings under article 2 of the Law and article 25 of the Riyadh Agreement, the remedies awarded under the foreign judgment will be enforced in Jordan.

Competent courts

- 7 | Must cases seeking enforcement of foreign judgments be brought in a particular court?

The competent court in Jordan, which settles exequatur requests of a foreign judgment under articles 3 and 4 of the Law is the court of first instance (the Court), located at the place where the defendant resides. If he or she does not reside in Jordan, the Court will be the one located in the jurisdiction where the assets of the defendant are located.

However, the competent court for the enforcement of a foreign judgment is either the court in the jurisdiction where the Jordanian court issued the judgment or the court of the jurisdiction where the defendant resides, or the court of the jurisdiction where the claimant resides, or the court in the jurisdiction where the deed of enforceability was issued.

Separation of recognition and enforcement

- 8 | To what extent is the process for obtaining judicial recognition of a foreign judgment separate from the process for enforcement?

The general rule as stipulated under the Law is that a foreign judgment cannot be enforced unless it fulfils the exequatur requirements under the conditions set in article 7 of the Law; since the enforcement of a foreign judgment is a separate action that differs from the exequatur request, which precedes the enforcement action.

Once the foreign judgment has fulfilled the exequatur proceedings, it can be enforced in the same manner a domestic judgment is enforced under the Enforcement Law.

However, there are certain provisions in bilateral treaties to which Jordan is a signatory – such as the judicial cooperation agreement between Jordan and Syria of 1953 – whereby it can be understood that the foreign judgment of one country will have the power of a writ of execution in the other country, without the need to apply the conditions of the Law. Nevertheless, parties rarely submit a demand to directly enforce the foreign judgment on an 'as is' basis without first filing a request of exequatur at the Court.

OPPOSITION

Defences

- 9 | Can a defendant raise merits-based defences to liability or to the scope of the award entered in the foreign jurisdiction, or is the defendant limited to more narrow grounds for challenging a foreign judgment?

Within the ambit of the Law, the Court's authority over the foreign judgment is solely to examine whether the conditions set out in article 7 of the said Law have been satisfied, and not to review the foreign judgment on its merits.

If one or more of these conditions have not been fulfilled, the judgment will not be enforceable in Jordan and the defendant can argue the dismissal of the exequatur based on the lack of those conditions.

Injunctive relief

- 10 | May a party obtain injunctive relief to prevent foreign judgment enforcement proceedings in your jurisdiction?

The general rule is that a foreign judgment cannot be enforced without fulfilling the exequatur proceedings under the conditions outlined in the Law. Hence, a party cannot obtain injunctive relief in an exequatur request.

Moreover, the Enforcement Law does not provide for an action of injunctive relief per se, but rather there are other actions available to the debtor under the Enforcement Law, for example; claiming that the assets owned by the debtor cannot be seized under the Enforcement Law.

REQUIREMENTS FOR RECOGNITION

Basic requirements for recognition

- 11 | What are the basic mandatory requirements for recognition of a foreign judgment?

The basic mandatory requirements as stated in Jordanian Law of Enforcement of Foreign Judgments No.8/1952 (the Law) for an exequatur request should be satisfied. Those requirements are as follows:

- article 2 states that if the parties wish to enforce an arbitral award in Jordan, the award has to be enforceable under the laws of the country that has issued the award. This condition shall also apply if the parties wish to enforce a court judgment; and
- article 7 sets out seven cases where the court of first instance (the Court) can reject the exequatur request:
 - if the court or tribunal that issued the foreign judgment or arbitral award lacked proper jurisdiction;
 - if the defendant did not carry out his or her business within the jurisdiction of the court or tribunal that issued the foreign judgment or arbitral award, or if he or she was not residing within its jurisdiction and did not voluntarily appear before it and did not submit to its jurisdiction (ie, the defendant did not accept the jurisdiction of the tribunal or court or he or she did not work or reside in an area over which the tribunal or court has jurisdiction);
 - if the defendant was not served with a notice to attend by the tribunal or court that issued the foreign judgment or arbitral award and he or she did not appear before the court although he or she was residing or carrying out his or her business within its jurisdiction (ie, regular proceedings were not followed that allowed the losing party a chance to be heard);
 - if the foreign judgment or arbitral award was obtained by fraud;
 - if the foreign judgment or arbitral award is not final (ie, it is subject to further appeal) between the parties;

- if the basis of the foreign judgment or arbitral award was based on a subject matter that cannot be heard in the Jordanian courts because it contravenes Jordanian public order or public morality; or
- if the foreign judgment or arbitral award was issued by a court that does not allow the enforcement of judgments issued by Jordanian courts.

Moreover, in the presence of a bilateral agreement between Jordan and the country where the foreign judgment or arbitral award is given the authority of a writ of execution, the general rule is that there are no mandatory requirements in such instances as the foreign judgment in these instances will be enforced directly without the need for passing a recognition phase. However, and based on case law, this is not applied all the time by the Jordanian courts, and still, the mandatory requirements of exequatur under article 7 of the Law are being followed even in the presence of a bilateral agreement.

Other factors

- 12 | May other non-mandatory factors for recognition of a foreign judgment be considered and, if so, what factors?

Under case law, all factors stated in the Law and the relevant applicable bilateral and multilateral agreements between Jordan and other countries such as the Riyadh Agreement and the New York Convention are considered mandatory. It should be noted that the factor of reciprocity is considered a mandatory factor as stated in article 7 of the Law.

Procedural equivalence

- 13 | Is there a requirement that the judicial proceedings where the judgment was entered correspond to due process in your jurisdiction and, if so, how is that requirement evaluated?

The conditions for the exequatur request of a foreign judgment set out in article 7 of the Law are in fact requirements of due process in the Jordanian legal system, for example, there is a requirement for a fair trial in which the defendant was legally and fairly represented and for the issuing court to be the competent court to settle the subject matter of the judgment. However, if the proceedings followed in the country where the foreign judgment was issued do not allow the conformity of the condition of article 7, the parties may seek other procedures that might assist in convincing the competent court that the conditions of article 7 are fulfilled. It is a Court's discretion whether to deem such procedures in conformity with the Law or not.

If the conditions of article 7 have not been fulfilled in the foreign judgment, the Court may reject the exequatur request and therefore the foreign judgment cannot be enforced in Jordan.

Under case law, the conditions of article 7 will be evaluated by the Court even in the presence of a bilateral or multilateral agreement.

JURISDICTION OF THE FOREIGN COURT

Personal jurisdiction

- 14 | Will the enforcing court examine whether the court where the judgment was entered had personal jurisdiction over the defendant and, if so, how is that requirement met?

The court of first instance (the Court) in an exequatur claim shall decide whether the court that issued the foreign judgment had personal jurisdiction over the defendant.

Subject-matter jurisdiction

- 15 | Will the enforcing court examine whether the court where the judgment was entered had subject-matter jurisdiction over the controversy and, if so, how is that requirement met?

The Court in an exequatur claim shall decide whether the court that issued the foreign judgment had personal jurisdiction over the defendant.

Service

- 16 | Must the defendant have been technically or formally served with notice of the original action in the foreign jurisdiction, or is actual notice sufficient? How much notice is usually considered sufficient?

In an exequatur request, the defendant must have been properly served with a notice as per the applicable method of serving a notice in the law of the country that issued the foreign judgment. Therefore, any form of notice is acceptable by the Court to fulfil the requirements of exequatur, on the condition that the method prescribed under the law of the country of origin was followed and that the defendant had a chance to be heard and he or she attended the court case or arbitration proceedings.

Fairness of foreign jurisdiction

- 17 | Will the court consider the relative inconvenience of the foreign jurisdiction to the defendant as a basis for declining to enforce a foreign judgment?

In an exequatur request, the foreign judgment should correspond to the conditions of article 7 of the Law. Therefore, if any of those conditions were not properly met and such incompatibility with Jordanian Law of Enforcement of Foreign Judgments No. 8/1952 affected the foreign jurisdiction of the court or tribunal, and the defendant presented his or her defence based on this inconvenience (whether it was relative or not), and the Court was convinced, then the Court will consider the relative inconvenience of the foreign jurisdiction to the defendant as a basis for declining the exequatur request and thus the judgement cannot be enforced in Jordan.

EXAMINATION OF THE FOREIGN JUDGMENT

Vitiation by fraud

- 18 | Will the court examine the foreign judgment for allegations of fraud upon the defendant or the court?

According to article 7 of Jordanian Law of Enforcement of Foreign Judgments No. 8/1952 (the Law) and most of the treaties regarding the recognition of foreign judgments to which Jordan is a signatory, the court of first instance (the Court) will examine allegations of fraud.

Public policy

- 19 | Will the court examine the foreign judgment for consistency with the enforcing jurisdiction's public policy and substantive laws?

Under article 7 of the Law, the Court may dismiss the exequatur request if the judgment is derived from a lawsuit that cannot be heard by the Jordanian courts on the grounds of public order or public morality and therefore the foreign judgment cannot be enforced in Jordan.

Conflicting decisions

- 20 | What will the court do if the foreign judgment sought to be enforced is in conflict with another final and conclusive judgment involving the same parties or parties in privity?

Under several treaties signed and ratified by Jordan concerning the recognition of foreign judgments, the Court shall not accept an exequatur request if the subject matter of said foreign judgment has the same parties or parties in privity of an ongoing court case either in Jordan (the state where the foreign judgment will be enforced) or in the country of origin of the judgment, provided that such a case was filed before the date of the exequatur request. Hence, the foreign judgment cannot be enforced in Jordan.

However, regarding a third party or third state in multilateral agreements, article 30 of the Riyadh Agreement includes the above condition and, further, extends the same requirement to those cases where the court case was filed in a third country (not the country of origin of the judgment nor the enforcing country).

Article 30 of the Riyadh Agreement includes an exception to this general rule regarding the authority of the enforcing country in such cases, as the enforcing country may order provisional or protective action regardless of ongoing proceedings elsewhere.

Enforcement against third parties

- 21 | Will a court apply the principles of agency or alter ego to enforce a judgment against a party other than the named judgment debtor?

One of the procedures of enforcing a judgment in Jordan under article 31 of Jordanian Enforcement Law No. 29/2017 is that the creditor may place a seizure over the debtor's movable assets, money or debts with third parties, even if they are delayed or suspended on condition. Accordingly, the Enforcing Department in Jordan has the authority to enforce the judgment against a party other than the named debtor.

The term 'alter ego' is not defined per se in Jordanian legislation. However, it may be possible that a foreign judgment against a parent company can be enforced against the affiliate or affiliates of the company and vice versa, provided that the affiliate company has a unified financial account with the parent company (ie, if the affiliate does not have a separate financial and administrative personality from the parent company). Therefore, judgments against one may be enforced against the other and vice versa.

Alternative dispute resolution

- 22 | What will the court do if the parties had an enforceable agreement to use alternative dispute resolution, and the defendant argues that this requirement was not followed by the party seeking to enforce?

If the parties do not accept the jurisdiction of the court over the dispute since there was an enforceable agreement to use alternative dispute resolution, it will be considered that the court that issued the foreign judgment was not functionally the competent court. As per article 7 of the Law, this is a reason for the Court to rule the request of the exequatur of the foreign judgment inadmissible and therefore the foreign judgment will not be enforced in Jordan.

Favourably treated jurisdictions

- 23 | Are judgments from some foreign jurisdictions given greater deference than judgments from others? If so, why?

Broadly speaking, all foreign judgments are enforceable in Jordan in the same legal way; that is, under the conditions set out in article 7 of the Law.

However, if there is a bilateral treaty between Jordan and a country that gives the foreign judgment of this country the power of a writ of execution, then in such cases the judgment of this country will be given greater deference than a judgment issued in a country with which Jordan has not concluded a bilateral treaty.

Alteration of awards

24 | Will a court ever recognise only part of a judgment, or alter or limit the damage award?

The function of the Court according to the Law is only to examine whether the requirements for exequatur were fulfilled in the foreign judgment to be enforced in Jordan or not.

However, article 32 of the Riyadh Agreement, which applies only to its parties, states that the claimant can claim against the defendant with only part of the foreign judgment (meaning the foreign judgment will not be enforced in whole) on the condition that the judgment is such that it can be severed.

Moreover, article 5/1-c of the New York Convention allows the court that settles a recognition action for an arbitration award to separate those matters in which the arbitral tribunal has the authority to settle from those that fall outside the scope of the tribunal's jurisdiction and to recognise only those matters settled in the arbitration award that fall within the ambit of the tribunal's jurisdiction.

AWARDS AND SECURITY FOR APPEALS

Currency, interest, costs

25 | In recognising a foreign judgment, does the court convert the damage award to local currency and take into account such factors as interest and court costs and exchange controls? If interest claims are allowed, which law governs the rate of interest?

Local currency

When an exequatur request is filed with the court of first instance (the Court), Jordanian Law of Enforcement of Foreign Judgments No. 8/1952 (the Law) states that the Jordanian Code of Civil Procedures will apply on matters not governed by the Law. Article 49 of the Jordanian Code of Civil Procedures states that any claimed amounts before the Court must be evaluated in Jordanian dinar; accordingly, the damage award will be converted to the local currency. There have been certain case laws in which the Court ruled that the foreign judgment can be enforced even if the interest rate is 10 per cent, which exceeds the 9 per cent stated in the Code of Civil Procedures.

If an agreement is concluded between Jordan and the country in which the judgment was rendered, the foreign judgment shall have the power of writ of execution. The Enforcement Law states that the Jordanian Code of Civil Procedures applies on any matter that is not governed by Jordanian Enforcement Law No. 29/2017 (the Enforcement Law); consequently, the above-mentioned rules regarding currency and interest are applicable.

Claiming interest

An interest claim is considered a claim in the subject of the foreign judgment, and the Court does not have authority over the subject matter of the foreign judgment in an exequatur request. Rather, the Court has the authority to examine whether the foreign judgment fulfils the requirements for exequatur.

Security

26 | Is there a right to appeal from a judgment recognising or enforcing a foreign judgment? If so, what procedures, if any, are available to ensure the judgment will be enforceable against the defendant if and when it is affirmed?

The Law does not specify whether the Court's judgment in an exequatur request is final or not.

Consequently, and since the Jordanian Code of Civil Procedures is applicable, appeals are accordingly an available remedy, and, under article 176 of said code, the Court of Appeal is the competent domestic court for appealing the judgment of the Court in exequatur requests.

To ensure that the foreign judgment is enforceable against the defendant in the event of an appeal, certain procedures can be followed at the stage of pursuing the execution of the judgment at the Enforcement Department, such as but not limited to, applying for seizure or imprisonment of the debtor based on strict legal adherence.

On the other hand, and once the foreign judgment is enforced, article 20 of the Enforcement Law sets forth certain decisions issued by the judge of the Enforcement Department, which can be applied before the competent court of appeal. Those decisions include, but is not limited to; the judge's decision to seize the debtor's assets, the judge's decision to place a travel ban on the debtor and the judge's decision on whether or not the debtor's assets can be seized.

ENFORCEMENT AND PITFALLS

Enforcement process

27 | Once a foreign judgment is recognised, what is the process for enforcing it in your jurisdiction?

The enforcement of a foreign judgment, whether it has the power of a writ of execution or whether the foreign judgment fulfilled the requirements in an exequatur request, will be under the provisions of Jordanian Enforcement Law No. 29/2017 (the Enforcement Law).

In general, the process for enforcing a foreign judgment in Jordan presents no significant peculiarities, although the following should be observed in that regard:

- a demand by the claimant should be submitted to the competent enforcement department;
- a notification for enforcement shall be sent to the defendant;
- enforcement can be effected in different ways, such as execution in-kind or monetary execution (usually by instalments); and
- the manner of enforcement selected depends on the type of assets in hand (whether they are movable or immovable).

Pitfalls

28 | What are the most common pitfalls in seeking recognition or enforcement of a foreign judgment in your jurisdiction?

A pitfall regarding the stage of exequatur of a foreign judgment through the courts by filing a request can be that while the court of first instance is examining the fulfilment of the conditions of article 7 of Jordanian Law of Enforcement of Foreign Judgments No. 8/1952, it is found that not all of the conditions are met, in which case this may lead to the foreign judgment not being deemed enforceable.

A pitfall regarding the stage of enforcement of the judgment, whereby the Enforcement Law is applicable, can be that it is found that the judgment involves certain types of assets as per article 27 of the said law, such as public assets, assets of foreign embassies or any money under immunity, which cannot be subjected to enforcement.

UPDATE AND TRENDS

Hot topics

29 | Are there any emerging trends or hot topics in foreign judgment enforcement in your jurisdiction?

A hot topic in foreign judgment enforcement is that there are certain provisions in some bilateral or multilateral treaties, which give the foreign judgment of one country the power of a writ of execution in the other country without the need to apply the conditions of the Jordanian Enforcement Law. However, it is rare for a party to submit a demand to enforce the foreign judgment immediately on an 'as is' basis without first filing an exequatur request.

Another hot topic is the partial enforcement of a foreign judgment that rules on payment of sums owed since the court of first instance (the Court) only has the authority to decide whether the judgment fulfilled the exequatur requirements or not, and not to look into any defence raised over whether part of the debt has already been paid. In such cases, the Court may either decide to enforce the foreign judgment as is, which means the debt may be paid twice once it is enforced, or the Court may decide not to enforce it, which will cause damage or loss to the claimant. However, under article 32 of the Riyadh Agreement, it is possible to ask for partial enforcement of the foreign judgment if the judgment is such that a severable part of it can be enforced.

At present, and to the best of our knowledge, there are no publicised proposals to reform the framework on the exequatur and enforcement of foreign judgments in Jordan. However, an emerging trend can be noted as a result of the recent updates on debtor notification, which in the past was carried out through diplomatic channels (which was time- and money-consuming owing to the lengthy diplomatic procedures that had to be followed by the court to notify the debtor). The trend in Jordan now is to use private courier companies to deliver notices to debtors. However, the practical application of this has been facing hurdles due to the sophisticated nature of diplomatic notification that requires the involvement of official ministries.

Coronavirus

30 | What emergency legislation, relief programmes and other initiatives specific to your practice area has your state implemented to address the pandemic? Have any existing government programmes, laws or regulations been amended to address these concerns? What best practices are advisable for clients?

Emergency legislation

On 17 March 2020, under the Jordanian legal framework, specifically under article 124 of the Jordanian Constitution, Defence Law No. 13/1992 (the Defence Law) was enacted in Jordan by Royal Decree issued by, His Majesty King Abdullah II Bin Al-Hussein. The Defence Law regulates the exceptional powers vested in the Jordanian government, represented by the cabinet, in those cases where Jordan is faced with an extraordinary event or a circumstance (detailed under article 2 of the Defence Law). The Defence Law provides the legal basis for every action, decision and order issued by the cabinet during the period of that event.

Coronavirus as an extraordinary event or circumstance in Jordan

On 17 March 2020, a Royal Decree was issued based on the Jordanian Cabinet's decision to enact and enforce the Defence Law, to confront the covid-19 pandemic and its economic, social and legal repercussions. To this date, the application of the Defence Law remains in effect and shall continue to be in effect until a Royal Decree is issued, following a Cabinet decision, and stating that the extraordinary event that had prompted the implementation of the Defence Law has subsided and the



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provisions of Jordanian Law of Enforcement of Foreign Judgments No. 8/1952 are no longer in force.

Decisions by the government under the Defence Law

To enforce the legal provisions of the Defence Law, the Prime Minister is empowered with issuing instruments known as Orders (the Defence Orders). Consequently, since the enactment of the Defence Law due to the covid-19 pandemic until to date the Prime Minister of Jordan has issued 39 Defence Orders.

Some of those orders aim at organising the procedures taken by the government to control the spread of the pandemic, such as state lockdown and other restrictions on public movement and gatherings and sanctions imposed in violations of these restrictions. Other Defence Orders address a specific subject matter or field that was impacted by the pandemic; those orders are either economic in nature, addressing the process of business and their financing and the protection of labour rights, or they are social in nature aiming at providing necessary funds to the citizen after the lockdown came into effect.

Decisions by the government that affected the legal practice

On 28 March 2021, the Prime Minister of Jordan issued Defence Order No. 28, which impacted the legal sanctions and remedies available in civil and criminal cases. According to this order, imprisonment sanctions were issued under the Criminal Code in crimes of bounced cheques in which the value of the overall bounced cheques in the crime did not exceed 100,000 Jordanian dinars have been temporarily suspended until 31 December 2021. Moreover, imprisonment remedies available under Jordanian Enforcement Law No. 29/2017 where the claimed and executed debt does not exceed 100,000 Jordanian dinars

have been temporally suspended until 31 December 2021. In other cases of bounced cheques and debts where the value of the amount exceeds 100,000 Jordanian dinars, imprisonment sanctions and remedies remain valid under the relevant applicable law.

The Defence Law remains the main piece of legislation under the Jordanian framework when it comes to an extraordinary event or circumstance. However, other legal and jurisprudential theories might be applied and resorted to in the event of a national emergency. Those legal theories are stipulated in Jordanian Civil Law No. 43/1976 and can be enforced either separately, when the extraordinary event affects only the parties concerned, or in conjunction with the Defence Law, if the Defence Law had been enacted to deal with a nationally widespread extraordinary event or circumstance, as explained above.

However, regarding the theories of force majeure and exceptional circumstances, the application of those does not require a particular decision or order, since their application falls at the discretionary powers of the judge.

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