

Common Grounds For Refusing Recognition And Enforcement Of Foreign Arbitral Awards In Uzbekistan

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Abstract: In this article, the key grounds for refusal of recognition and enforcement of foreign arbitral awards in Uzbekistan are discussed. The article first outlines the legal reasons based on which the courts may refuse to recognize and enforce such awards. It then examines how these grounds have been applied in practice, using examples from real cases.

Keywords: Recognition, enforcement, international commercial arbitration, arbitral award, New York Convention, compliance, challenges, national courts.

Introduction: The New York Convention, to which Uzbekistan is a party since 1995, namely its Article V, sets the following grounds when recognition and enforcement of the award may be refused [5,5]:

(a) The parties to the agreement referred to in article II were, under the law applicable to them, under some incapacity, or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the award was made; or

(b) The party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present his case; or

(c) The award deals with a difference not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be recognized and enforced; or

(d) The composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties, or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or

(e) The award has not yet become binding on the parties or has been set aside or suspended by a competent authority of the country in which, or under the law of which, that award was made.

Recognition and enforcement of an arbitral award may also be refused if the competent authority in the country where recognition and enforcement is sought finds that:

(a) The subject matter of the difference is not capable of settlement by arbitration under the law of that country; or

(b) The recognition or enforcement of the award would be contrary to the public policy of that country.

Article 256 of the Economic Procedure Code of Uzbekistan (hereinafter referred as "EPC") gives a slightly more extended list of grounds [1,256]:

(a) the parties to the arbitration agreement were in any way legally incapable under the law applicable to them, or the arbitration agreement is invalid under the law to which the parties have subordinated this agreement, and in the absence of such indication, under the law of the country where the award has been made;

(b) the party against which the award has been made was not properly notified of the appointment of the arbitrator or of the arbitration proceedings, or due to other reasons could not provide its explanations;

(c) the arbitration award has been made on a dispute which is not provided for or does not fall under the terms of the arbitration agreement or arbitration clause in the agreement, or contains resolutions on the issues that extend beyond the scope of the arbitration agreement or the arbitration clause in the agreement, except for cases where resolutions on the issues covered by an arbitration agreement or a clause therein may be separated from those not covered by such an agreement or a clause;

(d) the composition of the arbitration body or the arbitration process has not complied with the agreement of the parties or, in the absence of such an agreement, with the law of the country where the arbitration took place;

(e) the award has not become final for the parties or its execution has been canceled or suspended by the competent authority of the state where it has been issued or the country whose law is being applied;

(f) the dispute was resolved by an incompetent foreign arbitration.

The recognition and enforcement of a foreign arbitral award may also be refused if:

(a) the object of the dispute cannot be a subject of arbitration under the legislation of the Republic of Uzbekistan;

(b) recognition and enforcement of this award would be contrary to or would threaten the public order of the Republic of Uzbekistan;

(c) the statute of limitations has expired for enforcing a foreign arbitration award. Accordingly, additional requirements for an enforceable award include the resolution of the dispute by a competent foreign arbitration and the compliance with the statute of limitations for enforcing a foreign arbitral award which constitutes three years from the date of entry into legal force of the award.

After the analysis was conducted, the conclusion was made that a significant number of awards are either refused or dismissed by Uzbek economic courts on the following grounds:

(1) The party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present its case.

In the case heard by Samarkand Regional Court on September 8th 2023, where the party applied with a statement to recognize and enforce the award of the Arbitration Court of the Tomsk Region in case No. N^oA67-11407/2021, the court refused the claim. In its reasoning, the court explained its decision by stating that in the accompanying letter of the Supreme Court

of the Republic of Uzbekistan dated 30 March 2023 No. 09-858-23, it is stated that attached to the letter are copies of documents of the Arbitration Court of the Tomsk region, where it is stated that documents confirming notification of the defendant, i.e. the "debtor" about the date and time of the court session are sent in 10 sheets. The number of sheets coincides, but among them there are no copies of documents on proper notification of the day, time, and place of the hearing [9,1].

In another case also connected with the enforcement of the award of the Arbitration Court of the Tomsk Region, the court declined the claim on the basis of Article 255 of the EPC [1,255] and Article 9 of the Kiev Agreement [4,9], where improper notification of the defendant of court proceedings is grounds for refusing an application for recognition and enforcement of a judgment of a foreign court [10,1].

(2) Recognition and enforcement of the award would be contrary to or would threaten the public order of the Republic of Uzbekistan.

In the case where the party applied to the court with a statement to recognize and enforce the award of the Arbitration Court of the Voronezh region dated 24.05.2022 in case No. A14-6488/2016 on recovery of RUB 417,499,400, the court denied the application. The court cited Article 255, clause 10 for its reasoning and stated that the enforcement of the judgment of the foreign court would prejudice the sovereignty, security or contradict the basic principles of the legislation of the Republic of Uzbekistan, in other words the recognition and enforcement of the judgment dated 24.05.2022 in the case N^o A14- 6488/2016 would lead to a violation of the fair state of settlements between the JSCs, since it would be aimed at collecting debts in the absence of legal grounds, which contradicts the principles of civil law, such as the inviolability of private property and inadmissibility of unjust enrichment [11,1].

(3) A document, confirming that the party, against which the judgment has been made and which has not participated in the court proceedings, has been in due time properly informed of the time and place of the consideration of the case, is not presented.

In one of the cases when the recognition and enforcement of the award of the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation on the case N^o-----/2022 from 12.12.2022 on the claim --- --- to recover from LLC '-----' debt in the amount of 27 700 USD, penalties in the amount of 4 659,24 USD, expenses on payment of registration and arbitration fees in the amount of 10 363 USD, as well as expenses

on protection of the interests of the claimant through legal representatives in the amount of 2 500 EUR were requested, the Judicial Collegium for Economic Cases of the Tashkent Regional Court rendered a decision to return the application. The court based its decision on the fact that the debtor did not participate in the court hearing when the decision was made, and the applicant has not attached documents confirming that the debtor, who did not participate in the court proceedings, was timely and duly notified of the time and place of consideration of the case [12,1].

(4) The statement of claim is not signed or is signed by a person who is not authorized to sign it, or by a person whose official position or surname and initials are not indicated.

In several cases, the Tashkent City Court left the statement of claim without consideration in accordance with Article 107, clause 3 of the EPC [1,107] because the statement of claim was not signed or was signed by a person not authorized to sign it or by a person whose official position or surname and initials were not indicated. In one case, Company 'IMCoPharma A.S.' (hereinafter referred to as the applicant) applied to the Tashkent City Court with the application on recognition and enforcement in the territory of the Republic of Uzbekistan of the decision of the Vienna International Arbitration Centre from 04.01. 2022 on the case № ARB5653 on the claim of the company 'IMCoPharma A.S.' to JV LLC 'NOVOPHARMA PLUS' (hereinafter - the debtor) on recovery of the principal debt amounting to 74,817 USD, interest in the amount of 22,226.49 USD, and costs of arbitration proceedings in the amount of 12,186.86 Euros. Bekitaev S., the applicant's representative, who spoke during the court hearing, explained that the application was signed by the representative of the company 'IMCoPharma A.S.'. E. Mannopov, however, when the applicant was preparing documents and submitting the application to the court, there was a technical error, the materials of the application did not include the power of attorney of E. Mannopov, confirming his authority to sign the application. In this connection, Mr Bekitaev S., a lawyer, left the consideration of the issue of Mr Mannopov's authority to sign the application to the discretion of the court. The court, having heard the representatives of the parties and having studied the case materials, considered that the application of the company 'IMCoPharma A.S.' should be left without consideration [13,1].

(5) The statute of limitations has expired for enforcing a foreign arbitration award.

In several cases, courts refused to grant an application for recognition and enforcement of foreign arbitral

awards because of the expiration of the statute of limitations for the enforcement of the judgment. In one case, Company 'XXXXXXX' applied to the Tashkent City Court with the application for recognition and enforcement of the decision of the ICC International Court of Arbitration in the arbitration case ICC № 24520/FS/ of 27 April 2020 by issuing a writ of execution for recovery of the purchase price in the amount of 718 204, 44 euros, damages for the period from 31 March 2018 to 30 September 2019 in the form of interest in the amount of 87,716.97 euros, liquidated damages in the amount of 7,182.04 euros, in reimbursement of arbitration fees in the amount of 50,000 euros, in reimbursement of costs of representation in the amount of 13,321.12 euros. The court stated that, according to part four of Article 248 of the EPC [1,248], a decision of a foreign court or arbitral tribunal may be submitted for recognition and enforcement within three years from the date on which the decision enters into legal force, unless otherwise provided for by an international treaty of the Republic of Uzbekistan. Under Article 119 of the Code of Civil Procedure [2,119], procedural actions shall be carried out within the time limits established by the Code or other laws and, where no procedural time limits have been established, they shall be set by the court. A procedural term calculated in years, months, or days shall begin on the day following the calendar date or the occurrence of the event that determines its beginning.

The Court decided that the award of 27 April 2020, the recognition and enforcement of which was claimed, was immediately enforceable, since no time limit for enforcement was specified therein. Thus, the period of three years within which a claim might be made for recognition and enforcement expired on 28 April 2020. In such circumstances, the court considered that the procedural time limit within which the application for recognition and enforcement might be brought had expired.

Pursuant to Article 256(2)(3) of the EPC [1,256], recognition and enforcement of a foreign arbitration award may also be refused if the limitation period for enforcing the foreign arbitration award has expired. On the basis of the above, the court found it necessary to satisfy the defendant's application for application of the limitation period for enforcement of the foreign arbitration award and to apply the limitation period to the application for recognition and enforcement of the award of the ICC International Court of Arbitration in the ICC arbitration case No. 24520/FS/ of 27 April 2020, and therefore to refuse to satisfy the application for recognition and enforcement of the award of the ICC International Court of Arbitration in the ICC arbitration

case No. 24520/FS/ of 27 April 2020.

REFERENCES

1. Economic Procedure Code of the Republic of Uzbekistan of 24 January 2018 No. ZRU-461 (as amended on 16.06.2025) [Electronic resource]. – Access mode: <https://lex.uz/en/docs/6822006> (accessed: 01.09.2025).
2. Code of Civil Procedure of the Republic of Uzbekistan of 22 January 2018 No. ZRU-460 (as amended on 16.06.2025) [Electronic resource]. – Access mode: <https://lex.uz/docs/5535095> (accessed: 23.09.2025).
3. The Law of the Republic of Uzbekistan on International Arbitration, Act No. 674 of 16 February 2021 [Electronic resource]. – Access mode: <https://lex.uz/en/docs/5698676> (accessed: 23.09.2025).
4. Agreement on the Procedure for the Mutual Execution of Judgments of Courts and Arbitral Tribunals in the Territories of the CIS Member States (Kiev, 20 March 1992) [Electronic resource]. – Access mode: <https://cis-legislation.com/document.fwx?rgn=1346> (accessed: 23.09.2025).
5. Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958) [Electronic resource]. – Access mode: <https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/new-york-convention-e.pdf> (accessed: 10.09.2025).
6. van den Berg, A.J. New York Convention of 1958 Annotated List of Topics, 29 September 2013.
7. Gary B. Born, International Commercial Arbitration (Third Edition), 3rd edition.
8. Nigel Blackaby, Constantine Partasides, Alan Redfern, Redfern and Hunter on International Arbitration. Oxford; New York: Oxford University Press, 2009.
9. Case No. 4-14-2305/12. Available at the official website of the Supreme Court of the Republic of Uzbekistan.
<file:///C:/Users/User/Downloads/75305705.pdf>.
10. Case No. 4-14-2303/9. Available at the official website of the Supreme Court of the Republic of Uzbekistan.
<file:///C:/Users/User/Downloads/75305925.pdf>.
11. Case No. 4-17-2303/19. Available at the official website of the Supreme Court of the Republic of Uzbekistan.
<file:///C:/Users/User/Downloads/76007601.pdf>.
12. Case No. 4-17-2303/19. Available at the official website of the Supreme Court of the Republic of Uzbekistan.
<file:///C:/Users/User/Downloads/61674905.pdf>.
13. Case No. 4-10-2223/447. Available at the official website of the Supreme Court of the Republic of Uzbekistan.
<file:///C:/Users/User/Downloads/60037466.pdf>.