Cross-Border Enforcement Center - France

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# Judgments

## With which jurisdictions does this country have reciprocal arrangements for enforcement of judgments?

**Brussels Regulations:**

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Portugal, Poland, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom

**Lugano Convention 2007:**

Denmark, Iceland, Norway, Switzerland

**Hague Choice of Court Convention 2005:**

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Mexico, Montenegro, Netherlands, Poland, Portugal, Romania, Singapore, Slovakia, Slovenia, Spain, Sweden, United Kingdom

**Bilateral:**

Algeria, Argentina, Austria\*, Belgium\*, Benin, Bosnia, Brazil, Bulgaria\*, Burkina Faso, Cameroon, Canada, Central African Republic, Chad, China, Congo, Côte d'Ivoire, Croatia\*, Czech Republic\*, Djibouti, Egypt, Gabon, Hungary\*, Italy\*, Laos, Macedonia, Madagascar, Mali, Mauritania, Monaco, Mongolia, Montenegro, Morocco, Niger, Poland\*, Portugal\*, Romania\*, San Marino, Senegal, Slovakia\*, Slovenia\*, Spain\*, Togo, Tunisia, United Arab Emirates, United Kingdom, United States, Uruguay, Vietnam

\*only relevant to matters not covered by the Brussels regimes

## If there is no reciprocal arrangement, is it still possible to enforce a foreign judgment by means of a writ on the judgment, declaration of enforceability or similar mechanism?

Under French law, the enforcement procedure is provided for in Articles 509 et seq. of the French Code of Civil Procedure, which states that "*Judgments handed down by foreign courts and documents received by foreign officers shall be enforceable in the territory of the Republic in the manner and in the cases provided for by law*". This legal provision is implemented by the exequatur judge. French case law has set the conditions for enforcing a foreign decision in the absence of a multilateral or bilateral convention.

In this respect, the cumulative conditions of the *Cornelissen* decision issued by the French *Cour de Cassation* of 20 February 2007 (Cass. Civ. 1. 20 February 2007, N°05-14082; more recently Cass. Civ. 1. 29 January 2014 N°12-28953 & Cass. Civ. 1. 17 December 2014, N°13-21365) must be applied. French courts will verify:

The jurisdiction of the foreign court, based on the connection of the dispute with the court seized;

The compliance with international substantive and procedural public policy;

And the absence of fraud.

## What is the approximate time required to register and enforce a foreign judgment if unopposed?

Save the situation where a specific regulation or treaty exists such as the European Regulations (where the proceedings are *ex parte*), the proceedings to obtain the exequatur of a foreign judgment may last 1 year. Enforcing thereafter said judgment after obtention of the exequatur may last 3 to 6 months.

## What is the approximate time required to register and enforce a foreign judgment if opposed?

If opposed, the proceedings to obtain the exequatur of a foreign judgment may last 2 to 3 years. The enforcement measures may also take 2 to 3 years if opposed.

## What is the approximate cost of registering and enforcing a foreign judgment (including court fees and other disbursements) if unopposed?

There are no court fees. Lawyers' fees will vary from a law firm to another.

## What is the approximate cost of registering and enforcing a foreign judgment (including court fees and other disbursements) if opposed?

There are no court fees. Lawyers' fees will vary from a law firm to another.

## Are there any unusual difficulties in enforcing a foreign judgment?

There does not seem to be any unusual difficulty for the enforcement of foreign judgments under French law.

# Arbitration Awards

## Is this jurisdiction a party to the New York Convention?

France is a party to the New York Convention since 26 June 1959, when the Convention was ratified.

## What is the approximate time required to register and enforce a foreign arbitration award if unopposed?

Article 1516, paragraph 2 of the French Code of Civil Procedure provides that "*Exequatur proceedings shall not be adversarial*."

Paragraph 3 of the Same Article specifies that "*Application for exequatur shall be filed by the most diligent party with the Court Registrar"* of the Court of Paris.

In practice, the application for exequatur consists of a few hand-written lines through which a party asks the judge to enforce a foreign award.

Such an application is filed "*together with the original award and arbitration agreement, or duly authenticated copies of such documents.*" (Article 1506, paragraph 3 of the French Code of Civil Procedure).

The Court will issue the enforcement order within approximately fifteen (15) days.

## What is the approximate time required to register and enforce a foreign arbitration award if opposed?

The same procedural frame as above applies in case that a foreign award is opposed.

Article 1525 paragraph 1 of the French Code of Civil Procedure provides that "*An order granting or denying recognition or enforcement of an arbitral award made abroad may be appealed*."

From a procedural point of view, "*The appeal shall be brought within one month following service (signification) of the order*" (Article 1525 paragraph 2 of the French Code of Civil Procedure).

The appeal will be heald before the Paris Court of Appeal, where proceedings usually last around 18 months.

In any event, Article 1526 paragraph 1 of the French Code of Civil Procedure provides "*Neither an action to set aside an award nor an appeal against an enforcement order shall suspend enforcement of an award.*"

## What is the approximate cost of registering and enforcing a foreign arbitration award (including court fees and other disbursements) if unopposed?

There are no court fees. Lawyers' fees will vary from a law firm to another. Translation fees could be needed and would depend on the length of the document to be translated.

Approximately, for a simple straightforward exequatur, the cost could be evaluated to USD 6,000.

## What is the approximate cost of registering and enforcing a foreign arbitration award (including court fees and other disbursements) if opposed?

There are no court fees. Lawyers' fees will vary from a law firm to another

## Are there any unusual difficulties in enforcing a foreign arbitration award?

No. Overall, the French legal system has adopted a comprehensive pro-arbitration stance.

# Limitation

## Which law governs the limitation period for registering a foreign judgment or arbitration award?

Under French law, there is no limitation period for registering a foreign judgment of arbitration award. However, if an exequatur order is issued, Article L. 111-4 of the French Code of Civil Enforcement Procedures provides that the enforcement of this decision may only be pursued for ten years.

Also, limitation periods exist in relation to the appeal against the enforcement order or the setting aside proceedings. In both cases, this limitation period is equal to one month.

## If the limitation period for registering a foreign judgment is governed by the law of the place of enforcement, what is that limitation period in your jurisdiction?

Not applicable.

## If the limitation period for registering a foreign arbitration award is governed by the law of the place of enforcement, what is that limitation period in your jurisdiction?

Not applicable.

# Enforcement

## Are fees and costs of enforcement typically recoverable?

Under French law, Article L. 111-8, paragraph 1 of the French Code of Enforcement Procedure provides that "*the costs of forced execution shall be borne by the debtor unless it is obvious that they were not necessary at the time they were incurred. Disputes are decided by the judge*."

Of course, the "*costs of recovery undertaken without an enforcement title (*"*titre exécutoire*") *shall remain the responsibility of the creditor, unless they relate to an act the performance of which is prescribed by law to the creditor. Any stipulation to the contrary shall be deemed to be unwritten unless otherwise provided by law*" (Article L. 111-8, paragraph 2 of the French Code of Enforcement Procedure).

## Is seizure of goods available as an enforcement method?

Under French law, the seizure of goods as an enforcement method is available with regards to the moveable property, which the debtor is bound to deliver or return to the creditor, under the conditions outlined under Article L. 222-1 of the French Code of Enforcement Procedures ("*saisie-appréhension*").

## Is attachment of earnings available as an enforcement method?

Attachment of earnings is available in France ("*saisie des rémunérations*"). Article L. 3252-1 of the French Labor Code sets forth the conditions, limits and the proportions of earnings that could be subject to an attachment.

## Is attachment of third party debts available as an enforcement method?

French law allows attachment of third party debts ("*saisie entre les mains d'un tiers")*, as provided by Articles L. 211-1 through L. 211-5 and R. 211-1 through R. 211-23 of the French Code of Enforcement Proceedings.

## Are charging orders or orders for sale of land, goods etc available as an enforcement method?

Under French law, charging orders and orders for sale of goods are available as enforcement method at the conditions outlined at Articles L. 221-1 through L. 221-6 of the French Code of Enforcement Procedures ("*saisie-vente*").

Special procedures also exist in relation to the issuance of charging orders of of vehicles, or intangible property.

Immovable property can also be subject to orders for sale, pursuant to Articles L. 311-1 through L. 334-1 of the French Code of Enforcement Procedures ("*saisie immobilière*").

## Can a judgment or award be enforced by way of insolvency proceedings?

French law does not allow the enforcement of judgments or awards by way of insolvency proceedings.  
  
In this respect, The Paris Court of Appeal ruled that an order authorizing the enforcement of an award against a company involved in restructuring proceedings is contrary to international public policy insofar as it infringes the mandatory rules of the law of insolvency proceedings (*Paris Court of Appeal, 12 May 2011, n°10/10078*).

## Can a receiver be appointed by way of enforcement?

Yes. Under French law, creditors can take their debtor to court by summoning him into recovery proceedings (Article L.631-5, French Commercial Code) or liquidation proceedings (Article L.640-5, French Commercial Code). If the court grants the request, it will then appoint a receiver.

## Any other method of enforcement?

No.

# Contacts

## Who can be contacted to enforce a judgment or arbitration award in this jurisdiction?

Karim Boulmelh, Jean-Dominique Touraille

## What papers will be needed?

The decision itself in original mainly.

# Rating

## Overall, is enforcement of foreign judgments in this jurisdiction easy, moderate or difficult?

In light of the numerous multilateral and bilateral enforcement treaties to which France is a party and the flexible criteria established by the French *Cour de Cassation* where these treaties cannot be applied, French law seems to allow foreign judgments to be easily enforced.

## Overall, is enforcement of foreign arbitration awards in this jurisdiction easy, moderate or difficult?

Overall, the enforcement of foreign arbitration awards in France is easy.

# Reciprocal Enforcement Maps

## Reciprocal Enforcement Maps

Click the link below to access the reciprocal maps for France.

[Reciprocal Enforcement Map](https://resourcehub.bakermckenzie.com/en/-/media/cross-border-enforcement-center/files/emea/france.pdf?sc_lang=en)

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