Cross-Border Enforcement Center - Saudi Arabia

Judgments

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

**Riyadh Convention 1983:**

Algeria, Bahrain, Djibouti, Egypt, Iraq, Jordan, Lebanon, Libya, Mauritania, Morocco, Oman, Palestine, Qatar, Somalia, Sudan, Syria, Tunisia, United Arab Emirates, Yemen

**GCC Convention 1995:**

Bahrain, Kuwait, Oman, Qatar, United Arab Emirates

# 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?

Per the Enforcement Law issued according to Royal Decree M/53 dated 3/7/2012G (the “**Enforcement Law**”), to enforce a court judgment from a jurisdiction other than those with which Saudi Arabia has agreements for the mutual enforcement of judgments, the enforcement court must have evidence that the issuing jurisdiction enforces Saudi judgments, i.e., the reciprocity principle.  From our experience, obtaining such evidence can be difficult and involves sending a request to the Saudi Ministry of Justice to verify reciprocity, which can take considerable time to respond to and confirmations may change from time to time. Historically, attempts to enforce foreign judgments in Saudi Arabia have generally been unsuccessful.

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

If the foreign judgment was issued from a Jurisdiction with which Saudi Arabia has an agreement for the mutual enforcement of judgments and the judgment meets certain criteria (e.g., does not contravene Sharia Law or public policy, is final (non-appealable), and proper notification to the respondent had been given in the underlying proceeding), then enforcement could occur within a few months of initiating the enforcement process.

For foreign judgments issued from a jurisdiction with which Saudi Arabia does not have any bilateral enforcement agreement, it is extremely difficult to provide a timeline. The process can be very protracted and may take several years and such a judgment may ultimately not be enforceable if the reciprocity principle is not met.

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

If the foreign judgment was issued from a Jurisdiction with which Saudi Arabia has an agreement for the mutual enforcement of judgments and the judgment meets certain criteria (e.g., does not contravene Sharia Law or public policy, is final (non-appealable), and proper notification to the respondent had been given in the underlying proceeding), it may take several months to years depending on the factual and legal issues that are raised by the respondent.

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

Court fees are minimal in Saudi Arabia.  Legal fees would vary significantly depending on whether travel is necessary to attend hearings, duration of the proceeding, availability of enforceable assets, and complexity of underlying issues.

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

According to the Enforcement Law, to enforce court judgments from a jurisdiction that does not have an agreement with Saudi Arabia for the mutual enforcement of judgments, the enforcement court must have evidence that the issuing jurisdiction enforces Saudi judgments (the reciprocity principle).  Obtaining such evidence can be very difficult and involves sending a request to the Saudi Ministry of Justice to verify reciprocity, which can take considerable time to respond to.

Moreover, Saudi Enforcement courts will not enforce a foreign judgment if the enforcement is contrary to Sharia (Islamic law) or public policy. The list of matters that would be deemed to contravene public policy is not well-defined and individual judges may reach conflicting results in similar cases.  However, from our experience, enforcement judges tend to enforce an award unless it contravenes a fundamental principle of Sharia. An award of interest, for example, is prohibited by Sharia and thus is unenforceable.   An award of interest is severable, however, and does not invalidate the enforcement of other portions of the award.

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