Cross-Border Enforcement Center - Australia

| Contents |
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| To generate table of contents, right-click here and select **Update Field.** |

# Judgments

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

Bilateral: Alberta, Bahamas, British Columbia, British Virgin Islands, Cayman Islands, Dominica, Falkland Islands, Fiji, France, Germany, Gibraltar, Grenada, Hong Kong SAR, Israel, Italy, Japan, Malawi, Manitoba, Montserrat, New Zealand, Papua New Guinea, Poland, St Helena, St Kitts and Nevis, St Vincent and the Grenadines, Seychelles, Singapore, Solomon Islands, South Korea, Sri Lanka, Switzerland, Taiwan, Tonga, Tuvalu, United Kingdom, Western Samoa

## 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?

Yes.

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

For registration of a judgment, 10-16 weeks. At common law, 4-6 months.

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

Generally likely to be in the range of 6 to 12 months.

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

USD 10,000 - 50,000.

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

USD 100,000 - 150,000.

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

Not in particular.

# Arbitration Awards

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

Yes.

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

For registration of an award under the New York Convention, 6-10 weeks.

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

Generally likely to be in the range of 6 to 12 months.

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

USD 10,000 - 50,000.

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

USD 100,000 - 150,000.

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

Not in particular.

# Limitation

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

The law of the place of enforcement.

## 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?

For registering a judgment under the Foreign Judgments Act 1991 (Cth), 6 years after the date of foreign judgment or after the appeal is complete (if any), whichever is the later. More generous time limits apply for enforcement of judgments under the common law and vary depending on each State and Territory.

## 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?

The limitation period for enforcing an award is usually 6 years except in the Northern Territory where it is 3 years. The limitation period may be up to 12 years in some States or territories where the arbitration agreement is made or contained in a deed rather than an agreement.

# Enforcement

## Are fees and costs of enforcement typically recoverable?

Yes.

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

Yes.

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

Yes.

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

Yes.

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

Yes.

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

Yes.

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

Yes.

## Any other method of enforcement?

No.

# Contacts

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

Jo Delaney, Peter Lucarelli

## What papers will be needed?

Copy of the judgment/award (originals where possible) and certified translations if not in English.

Details of the judgment debtor, including any relevant assets within the jurisdiction (e.g. bank account details, property, chattels, etc.).

# Rating

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

Moderate.

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

Moderate.

# Reciprocal Enforcement Maps

## Reciprocal Enforcement Maps

Asia Pacific

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

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

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