

Enforcing arbitration awards in Mauritius

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Practice note: overview | [Law stated as at 01-Aug-2025](#) | Mauritius

A Practice note that explains how to enforce arbitration awards in Mauritius. This note considers the key legal and practical issues concerning the enforcement and execution of both foreign and domestic arbitration awards in Mauritius, as well as defences to enforcement, and issues relating to enforcing against foreign state assets, including state immunity.

Scope of this note

Enforcement of the award is a key stage in resolving a commercial dispute through arbitration. Although in many cases the unsuccessful party in an arbitration voluntarily complies with the tribunal's award, this is not always so, often making it necessary for the award creditor to enforce the award against the uncooperative counterparty. This process can be complex, especially when necessary to enforce an award in a foreign jurisdiction or against the assets of a state.

This note provides practical guidance on enforcing both domestic and foreign arbitration awards in Mauritius. In particular, the note:

- Outlines the legal framework applicable for enforcing awards and identifies the relevant conventions and treaties to which Mauritius is party.
- Lists several points to improve the likelihood of enforcement.
- Describes the available defences to enforcement.
- Considers the problems with enforcement and practical ways to overcome them.
- Explains the procedure for enforcing and executing an award in Mauritius.
- Discusses state immunity and how to enforce an award against foreign states with assets in Mauritius.

Legal framework for enforcement

New York Convention

Mauritius is a party to the [New York Convention](#), which has been incorporated into its domestic law through the [Convention on the Recognition and Enforcement of Foreign Arbitral Awards Act 2001](#) (Foreign Awards Act). The reciprocity initially filed by Mauritius has been withdrawn, extending the enforcement of foreign arbitral awards to states that are not signatory to the New York Convention. Under section 3B of the [International Arbitration Act 2008](#) (IAA), the New York Convention applies to the recognition and enforcement of all foreign arbitral awards irrespective of whether they were issued by a non-signatory jurisdiction.

For further details about the New York Convention's status and its provisions, see [New York Convention enforcement table: status](#) and [Practice Note, Enforcing arbitral awards under the New York Convention 1958: overview](#).

Other international conventions

Mauritius is also a party to the [ICSID Convention](#) (see [Practice Note, Investment treaty arbitration: overview: ICSID Convention and arbitration](#) and [ICSID arbitration toolkit](#)).

Mauritius arbitration law

The main law applicable to the enforcement of domestic arbitral awards is the [Code of Civil Procedure 1808](#) (*Code de Procédure Civile*) (Civil Procedure Code).

The enforcement of international awards are governed by the Foreign Awards Act, the IAA, and the [Supreme Court \(International Arbitration Claims\) Rules 2013](#) (IAA Rules).

Proposals for reform

In January 2025, the government of Mauritius presented a five-year plan outlining some key judicial reforms. These included proposals to:

- Create a Court of Appeal to hear appeals from the Supreme Court and arbitration tribunal.
- Establish an international investment and commercial court to reinforce investor confidence.

Although so far no legislation has been enacted, if implemented, these reforms would strengthen the efficiency and reduce delays in the enforcement and appeal process in relation to arbitral awards in Mauritius.

On 29 July 2025, the [Civil Appeal Bill \(No. XXI of 2025\)](#) was introduced in the National Assembly and is yet to be adopted. However, there are no provisions in the Bill for appeals in relation to arbitral awards.

Domestic and international arbitration

Mauritius has distinct legal frameworks for domestic and international arbitration reflecting its unique hybrid legal system that combines French civil law and common law. Domestic arbitration is primarily governed by the Civil Procedure Code based on French civil law, whereas international arbitration is governed by the IAA, which adopts the [UNCITRAL Model Arbitration Law](#), the Foreign Awards Act, and the IAA Rules.

Under the IAA, international arbitration can include (among other things):

- Where the parties have businesses located in different jurisdictions.
- Where the seat of the arbitration, or a substantial part of the commercial obligations or subject matter of the dispute, is connected to a location that is outside the jurisdiction in which the parties have their place of business.

- Where the arbitration arises under an arbitration clause included in the constitution of a Global Business Corporation (that is, a company with a Mauritian Global Business Licence (GBL), meaning it primarily conducts its business outside of Mauritius while remaining tax resident in Mauritius).

International arbitral awards are recognised and enforced under the Foreign Awards Act and by virtue of Rule 15 of the IAA Rules, aligned with the spirit of the New York Convention.

Domestic arbitration is defined under the IAA as arbitration that has its judicial seat in Mauritius other than international arbitration (as defined above). In the case of non-compliance with a domestic award, the party looking to enforce the award can make an application to the Judge in Chambers of the Supreme Court for recognition and enforcement under Article 1026-8 of the Civil Procedure Code. Recognition and enforcement are made by way of an *exequatur* application which if granted, is a recognition of the existence of, and validity given to, that award that becomes part of the court record.

See [Recognition and enforcement](#).

Arbitral awards

Enforceable awards

The Civil Procedure Code does not provide a specific definition of an arbitral award, although the Code does define the framework for recognition, enforcement, and appeals. Instead, Mauritius case law defines an arbitration based on factors such as the subject of the dispute and the definitive nature of the decision (*Super Construction Co Ltd v Haute Rive Ocean Front Living Ltd [2022 SCJ 21]*). An arbitral award is therefore a decision by a tribunal that finally disposes, in whole or in part, the dispute referred to it, whether on the merits, jurisdictionally, or procedurally, that concludes the arbitration proceedings.

A domestic arbitral award that is made in Mauritius and recognised by the Supreme Court through the *exequatur* process is enforceable. The types of awards that are enforceable in Mauritius include:

- Money awards.
- Declaratory awards.

However, the following awards are not enforceable in Mauritius:

- Awards ordering for the winding-up of a company (*Sylvain Espitalier Noel v Jean Luc Regnard [1999 MR 140]*).
- Awards determining issues related to competition law, securities transactions, and tax.
- Awards that are not final.

The Foreign Awards Act defines the term "arbitral awards" as having the same meaning as mentioned in Article I of the New York Convention. According to Article I, the term "arbitral awards" includes both:

- Awards made by arbitrators appointed for a specific case.
- Awards made by permanent arbitral bodies to which the parties have submitted their case for arbitration.

The IAA makes no distinction between partial awards, interim awards, and final awards. For example, under the IAA, an interim measure given by a foreign arbitral tribunal may be enforced on application to the Supreme Court irrespective of the country where it is issued (*section 22, IAA*), unlike an award rendered in Mauritius that is not final. A party who seeks, or has obtained recognition or enforcement of, an arbitral interim measure must promptly inform the Supreme Court of any termination, suspension, or modification of that measure (*section 22(2), IAA*).

Furthermore, the recognition and enforcement of an arbitral award may be refused in Mauritius if the subject matter of the dispute is not capable of being resolved by arbitration under the law. This would include, for example, disputes relating to the status of a person, taxation, the exercise of public law powers, and the making of winding-up orders.

Non-monetary obligations

Non-monetary obligations, such as specific performance, may be enforced in Mauritius, if the obligation is part of the arbitral award.

Recognition and enforcement

In Mauritius, the recognition and enforcement of domestic and international arbitral awards follows a two-stage process.

Domestic arbitral awards can be recognised and enforced by an order of *exequatur* granted by the Supreme Court pursuant to Article 1026-8 of the Civil Procedure Code (*see Procedure for applying for enforcement*). Once the *exequatur* is granted, the award becomes executory, unless challenged or appealed. Once the award is executory, enforcement measures such as attachment may be initiated.

International arbitral awards may be recognised and enforced by virtue of Rule 15 of the IAA Rules, which also involves a two-staged process. The first stage simply involves the Supreme Court verifying that the formalities of Rule 15(3)(a) are met. The first stage is characterised by a certain degree of informality, as the Court is concerned only with the existence of a valid arbitral award based on an existing arbitration agreement. Once the court verifies the existence of the award, it may make an order for recognition, which is an acknowledgement that the award is valid and binding and gives it the same effect as a court judgment. When the order for recognition is made, enforcement measures can then be used to collect the amount owed.

Disclosure of award

There is no general legal impediment to disclosing an arbitral award for the purpose of enforcement, despite the confidential nature of arbitration proceedings.

For domestic arbitral awards, Article 1026 of the Civil Procedure Code provides that deliberations of the arbitrator must remain confidential. However, this does not extend to the award itself. It is therefore common for parties to agree to the confidentiality of arbitration proceedings through an express agreement or by virtue of the rules governing the arbitration.

For international arbitrations, the Supreme Court can hear arbitration-related matters in private if the parties agree, or where the Supreme Court considers that making them public would be prejudicial to the interests of justice (*section 42(1B)(a), IAA*). In these cases, only the announcement of the Supreme Court's decision is made public. In addition, the Supreme Court may, following an application from one or more parties, prohibit the publication of any information relating to the proceedings if this would be in the interests of justice (*section 42(1)(c), IAA*). Furthermore, Rule 12 of the IAA Rules allows the Supreme Court to edit judgments before publication and give directions on how evidence, court records, and documents should be retained.

Who can enforce

For both domestic and international awards, the award creditor may assign the award to a third party. However, there is a risk that the assignee may be limited to obtaining only the amount that the assignee paid to the assignor, plus interest, from the award debtor (*Article 1699, Mauritius Civil Code*).

Obtaining recognition and enforcement

Competent courts

For domestic awards, an application for *exequatur* is heard by a judge sitting in Supreme Court chambers. Matters under the IAA or the Foreign Awards Act may be heard only by designated judges (that is, specialist judges of the Supreme Court appointed by the Chief Justice) (*section 43(1), IAA*). Section 42(2) of the IAA provides for a right of appeal to the Judicial Committee of the Privy Council against any final decision of the Supreme Court under the IAA.

Procedure for applying for enforcement

Domestic awards

Article 1026-8 of the Civil Procedure Code sets out the procedure for an application for *exequatur*.

Application is made to the Supreme Court by way of motion paper and affidavit and served on the other party. A partial *exequatur* (*sous reserve*) cannot be granted; the judge may either grant or refuse the application in its entirety.

Once an *exequatur* is granted, it is deposited in the Registry of the Supreme Court together with the award and the arbitration agreement. The Registrar then issues a rule, which is served on the party against whom the award is to be enforced. The award is then enforceable in the same way as a court judgement if no application has been made to set aside the award.

International awards

The procedure for making an application for the recognition and enforcement of an international award is as follows:

- An application is made to the Supreme Court by way of an arbitration claim known as the enforcement claim. This is initially made without notice to any of the respondents.
- The relevant application fee of MUR10,000 must be paid when making the application.
- The Chief Justice considers the application and verifies whether it meets the requirements of Rule 15(3) of the IAA Rules (*see below, International awards*). If the requirements are met, the Chief Justice issues a provisional order granting recognition of the award and authorising the enforcement of the award in the same manner as a court judgement according to the draft order the applicant submitted. The Chief Justice may specify the parties to the arbitration on whom the documents set out below should be served:
 - the enforcement claim motion;
 - notice of motion;
 - the written evidence (*see Form of application and evidence*); and
 - provisional order.

- On receipt of the provisional order, the applicant must serve the following on all parties to the enforcement claim within 14 calendar days:
 - the enforcement claim motion;
 - notice of motion;
 - written evidence; and
 - the provisional order.

Once the above documents, including the provisional order from the Chief Justice, are served, the respondent (and any other party to the award) have 14 calendar days, or any such longer period as the Chief Justice may allow, to apply for the setting aside of the provisional order. If no application is made within that period, or if any such application is finally disposed of, the award then becomes enforceable.

(Rule 15, IAA.)

It is not necessary to convert the value of international awards into local currency.

Form of application and evidence

Domestic awards

The following must be deposited with an application to enforce a domestic arbitral award:

- The original arbitral award (*minute de la sentence arbitral*).
- A copy of the arbitration agreement.

(Article 1026-8, Civil Procedure Code.)

International awards

The following documents must be provided with an application to enforce a foreign award under the Foreign Awards Act:

- The motion paper and supporting evidence.
- The duly authenticated original award or a certified copy of it.
- The original arbitration agreement or a duly certified copy of it.
- A certified translation into English or French of the award or arbitration agreement, if neither was made in one of the official languages of Mauritius.
- A proposed draft order to grant recognition and enforcement of the award in the same way as a court judgment, containing:
 - a statement of the right to make an application to set the order aside; and

- the restrictions on enforcement under paragraph 7(b) of Rule 15 of the IAA Rules.

(Rule 15(3), IAA Rules.)

A document can be certified by a competent officer of the Supreme Court or any notary or attorney-at-law qualified to practise law in Mauritius.

The application should state both:

- The name and the usual known place of residence or business of the applicant and of the person against whom it is sought to enforce the award.
- Whether the award has been complied with or the extent to which it has been complied with at the date of the application.

(Rule 15(3)(c), IAA.)

Interim remedies

While domestic enforcement proceedings are pending, interim measures such as freezing orders and preservation orders in support of enforcement of domestic awards may be obtained if there is a risk of dissipation, loss, or destruction of assets.

Regarding international awards, it is possible for parties to make an application to the Supreme Court for interim measures such as a freezing order pending the enforcement of the award in Mauritius.

Security

Security for costs may be sought and granted under certain circumstances, such as where a foreign party initiates court proceedings in Mauritius and that party does not own immovable property in Mauritius.

In international arbitration, a party can apply for an order for security for costs if it is provided for under the arbitration agreement or under the applicable arbitral rules.

Rule 28 of the IAA Rules allows a defendant to any arbitration claim (defined at Rule 2 of the IAA Rules as any motion made to the Supreme Court under the IAA or the Foreign Awards Act) to apply for security for costs. An application for security for costs must be supported by written evidence (generally an affidavit or a witness statement) accompanied by supporting documents.

The Supreme Court will make an order for security for costs when:

- The Court, having regard to all of the circumstances of the case, is satisfied to make this type of order.
- Any of the following applies in relation to the claimant:
 - they reside outside of the jurisdiction;
 - there is reason to believe that, as a company, they (whether incorporated in or outside of Mauritius) would be unable to pay the defendant's costs if ordered to do so; or

- they have taken steps in relation to their assets that would make it difficult to enforce an order for costs against them.

(Rule 28(2), IAA Rules.)

In its order for security for costs, the Court will:

- Determine the amount of security.
- Direct both the timeframe and the manner within which the security will be provided.
- Specify the consequences of any breach of the order for security for costs.

Security for costs may be granted against an appellant or defendant who also appeals when any of the three claimant conditions mentioned above are satisfied (Rule 30, IAA Rules). For example, in *Laporte E.G.L v Laporte M.A.R [2025 SCJ 35]*, the appellant had changed their residential address since the time the claim was initiated and took steps in relation to their assets that would make it difficult to enforce the award. The Supreme Court ordered security for costs pending an appeal to the Judicial Committee of the Privy Council for an amount equivalent to the arbitral award.

Section 39(6) of the IAA also allows the Supreme Court to order that any amount payable under the award be paid into court (or be otherwise secured) pending the outcome of the application to set aside the arbitral award.

Interest

The award creditor is entitled to interest only if the award provides for this. This applies to both domestic and international awards.

Resisting enforcement

Domestic awards

Resisting enforcement of domestic award

The *Ministère Public* can oppose an application for recognition and enforcement of a domestic arbitral award by way of *exequatur* if it considers the enforcement contrary to public policy (Article 1026-9, Civil Procedure Code). Its opposition must be formally notified to all parties with express reference to Article 1026-9 of the Civil Procedure Code in the notice. A copy of the notice must also be filed with the registry of the Supreme Court.

The *Ministère Public's* opposition constitutes a bar to the *exequatur* application. If the opposition is filed before the *exequatur* proceedings, the application is rendered inadmissible. However, if the opposition is made during the *exequatur* proceedings, it will have the effect of an automatic withdrawal of jurisdiction of the judge in chambers and/or the Supreme Court. Article 1026-9 further provides that any clause or agreement contrary to this provision is null and void.

The judge sitting in chambers is empowered only to conduct a summary examination of the award to ensure that:

- The award is not tainted by a fundamental defect.

- The award does not breach the public policy of Mauritius.

(Landscape (Mauritius) Ltd v Societe Futura [2025 SCJ 222].)

An *exequatur* will be refused only by the judge in chambers where:

- The award does not relate to an issue that was litigious in nature or is not in fact an arbitral award.
- The genuineness of the award is questionable.

(Mauritius Union Assurance Co. Ltd v GFA Insurance Co Ltd [2011 SCJ 34].)

Appeal or challenge to domestic award

A domestic arbitral award may be subject to appeal unless the parties have waived their right to appeal in the arbitration agreement. However, if the arbitrator was appointed as an amiable compositeur (and is therefore authorised to settle the dispute based on principles of fairness and equity rather than a strict application of the law), the award cannot be subject to appeal unless the parties have expressly reserved their right to do so in their agreement (*Article 1027-1, Civil Procedure Code*).

However, even when the parties have waived their right of appeal or have not expressly reserved it in their arbitration agreement, an application may still be made to set aside the award under any of the following grounds:

- The arbitrator made an award without a valid arbitration agreement.
- The arbitral tribunal was improperly constituted, or the sole arbitrator was irregularly appointed.
- The arbitrator(s) acted beyond their mandate.
- The parties were not given an opportunity to present their case.
- The arbitrator violated the public policy of Mauritius.
- The arbitrator(s) did not justify their decision.

(Article 1027-3, Civil Procedure Code.)

International awards

There is no right of appeal under the IAA unless the parties have expressly opted to a limited right of appeal in accordance with the First Schedule of the IAA. Under Mauritian law, the First Schedule automatically applies to GBL companies.

Parties may also appeal against a Supreme Court decision under the IAA as of right to the Judicial Committee of the Privy Council. Except where specific rules apply under the IAA Rules (such as security for costs), the procedure to be followed for this type of appeal is set out in the *Mauritius (Appeals to Privy Council) Order 1968*.

Furthermore, section 39 of the IAA sets out the limited grounds on which a party may apply to set aside an award rendered in an arbitration seated in Mauritius. These grounds are similar to those found in Article V of the New York Convention and include:

- Invalid arbitration agreement or incapacity of a party.

- Lack of notice or inability to present one's case.
- Where the award exceeds scope of the arbitration agreement.
- Improper tribunal composition or procedure.
- Where the dispute is not arbitrable under Mauritian law.
- Where the award conflicts with the public policy of Mauritius.
- Where there has been fraud or corruption in the making of the award.
- Breach of natural justice causing substantial prejudice.

Mauritius has generally adopted a positive approach to accepting enforcement. However, an award may be set aside if it is in breach of public policy. Awards that are contrary to essential notions of morality, justice, and mandatory legal norms will not be enforced. In *Cruz City 1 Mauritius Holdings v Unitech Limited & Anor* [2014 SCJ 100], the Supreme Court confirmed that it has the discretion not to enforce an award if it would go against the public policy of Mauritius. If a party wishes to resist enforcement on this ground, the party must specify and establish the public policy with precision. The party also must establish the extent to which the enforcement of the award would have an adverse bearing on a particular international public policy. In *Essar Steel Limited v Arcelormittal USA LLC* [2021 SCJ 248], the Supreme Court affirmed that enforcement should be refused only when the award conflicts with the "most basic notions of morality and justice".

In the landmark case of *Betamax v State Trading Corporation* [2021 UKPC 14], an application was made to annul an arbitral award on the basis that the arbitration agreement was invalid and that enforcing the award would violate public policy. The Supreme Court initially ruled that an award enforcing an illegal contract was against public policy and should be set aside. However, the Judicial Committee of the Privy Council reversed this decision, holding that the courts could not revisit the legality of the contract once the arbitral tribunal had already examined and ruled on that issue. As a result, the award was upheld as final and binding.

Procedure

Domestic awards

Article 1027-5 of the Civil Procedure Code provides that appeals or an application to set aside a domestic arbitral award must be lodged with the Supreme Court. These actions should be made within one month of the date of the service of the award that is executory by virtue of the *exequatur*. If an appeal or an application to set aside is made, the enforcement of the arbitral award is suspended.

The award debtor must appear before the judge in chambers of the Supreme Court to submit evidence (in the form of affidavit(s)) that show why it is opposing the recognition and enforcement of the arbitral award. After affidavits have been exchanged between the award creditor and the award debtor, the judge sitting in chambers hears submissions from the parties and gives a judgment either granting or refusing recognition.

International awards

Under section 39(4) of the IAA, an application to set aside an arbitral award must be filed within three months of the date on which the applicant received the award, or, if a request for correction, interpretation, or an additional award was made under section 38, within three months of the tribunal's decision on that request. To resist an application for recognition and enforcement, an application must be made within 14 days of receipt of the provisional order (*Rule 15, IAA*).

Execution

Methods of execution

Common methods of enforcing an award in Mauritius include:

- Attachment of assets.
- Initiation of bankruptcy or winding up proceedings before the Bankruptcy Division of the Supreme Court.
- Execution by way of warrant to levy.
- Execution by way of writ of execution.
- Seizure and sale of immoveable property in accordance with *Sale of Immoveable Property Act 1868*.

Set off

Defendants can exercise a right of set-off as a defence to enforcement for both domestic and international awards provided there is no dispute as to the award amount.

Opposing execution

Save for the grounds set out in relation to resisting enforcement (*see Domestic awards*), where the award has already been made executory, a defendant can no longer oppose execution.

Enforcement against states

Immunity from enforcement

A restrictive doctrine of state immunity applies in Mauritius (*First Global Funds Limited PCC and anor v The Financial Services of Commission of Mauritius and anor [2016 SCJ 14]*). Therefore, state immunity does not extend to commercial activities. With regards to the question of what constitutes a commercial transaction, the nature of the contract or transaction itself are the decisive element (*First Global Funds Limited PCC and anor v The Financial Services of Commission of Mauritius and anor*).

Immunity from execution

When it comes to the recognition and enforcement of arbitral awards, because Mauritius follows the restrictive doctrine of state immunity, immunity may be waived or may not apply if the underlying dispute relates to commercial transactions.

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