

IRELAND

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COMMERCIAL LITIGATION

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1. What is the structure and organisation of local courts dealing with commercial claims?

The Commercial Court, a specialist division of the High Court, aims to facilitate the expeditious trial of commercial cases by taking a proactive approach to case management to achieve early resolution. The Commercial List Judge (“the Judge”) is conferred with a broad ambit to make directions relating to the conduct of proceedings in the List.

2. What are the main procedural rules governing commercial litigation?

Order 63A Rules of the Superior Courts (RSC), updated with effect from 8 May 2026, governs the Commercial List (“the List”). An application for entry to the List is restricted to proceedings that are “commercial”, i.e. proceedings in respect of any claim or counterclaim not in respect of damages for personal injuries, arising from or related to:

- a business document, business contract or business dispute where the value of the claim or counterclaim is not less than EUR 1,000,000;
- the determination of any question of construction arising in respect of a business document or business contract where the value of the transaction the subject matter thereof is not less than EUR 1,000,000;
- the purchase or sale of commodities where the value of the claim or counterclaim is not less than EUR 1,000,000;
- the export or import of goods where the value of the claim or counterclaim is not less than EUR 1,000,000;
- the carriage of goods by land, sea, air or pipeline where the value of the claim or counterclaim is not less than EUR 1,000,000;
- the exploitation of oil or gas reserves or any other natural resource where the value of the claim or counterclaim is not less than EUR 1,000,000;
- insurance or re-insurance where the value of the claim or counterclaim is not less than EUR 1,000,000;
- the provision of services (not including medical, quasi-medical or dental services or any service provided under a contract of employment) where the value of the claim or counterclaim is not less than EUR 1,000,000;
- the operation of markets or exchanges in stocks, shares or other financial or investment instruments, or in commodities where the value of the claim or counterclaim is not less than EUR 1,000,000;
- the construction of any vehicle, vessel or aircraft where the value of the claim or counterclaim is not less than EUR 1,000,000;
- business agency where the value of the claim or counterclaim is not less than EUR 1,000,000;
- proceedings in respect of any other claim or counterclaim which the Judge, having regard to the commercial and any other aspect thereof, considers appropriate for entry in the List;
- any application or proceedings under the Arbitration Act 2010 (other than an application or request for an order under Article 8(1) of the Model Law or Article II.3 of the New York Convention (each within the meaning of section 2(1) of that Act)) where the value of the claim or any counterclaim is not less than EUR 1,000,000;

- intellectual property proceedings, within the meaning of Rule 1;
- proceedings which in the opinion of the Judge are sufficiently concerned or connected with rights protected under the laws or instruments referred to in the definition of “intellectual property proceedings” so as to warrant assignment to the Intellectual Property and Technology List;
- proceedings which in the opinion of the Judge involve issues of technological complexity in any field of industry so as to warrant assignment to the Intellectual Property and Technology List;
- any appeal from, or application for judicial review of, a decision or determination made or a direction given by a person or body authorised by statute to make such decision or determination or give such direction, where the Judge considers that the appeal or application is, having regard to the commercial or any other aspect thereof, appropriate for entry in the List;
- any proceedings by or against the Registrar (within the meaning of Article 1 of the Cape Town Convention) in connection with any function exercised or exercisable by the Registrar under the Cape Town Convention or the Aircraft Protocol (each as defined in section 3 of the International Interests in Mobile Equipment (Cape Town Convention) Act 2005) or any regulations or procedures made thereunder.

This excludes any proceedings in respect of any claim or counterclaim for damages for personal injuries; or any proceedings which qualify for admission to, or are admitted to, the Competition and Planning and Environment Lists.

3. What pre-action considerations apply?

Obligation to inform of non-adversarial methods of resolution

Under the Mediation Act 2017 (“the Mediation Act”) and recently emphasised by the High Court in *Byrne and Ors v. Arnold*, solicitors are obliged to advise their clients to consider mediation as a method of dispute resolution.

The High Court in *V Media Doo v. Techads Media Limited* stated that, subject to defined exceptions, the provisions of the Mediation Act effectively prevent the court from hearing a case if there is no evidence that the plaintiff was provided with the requisite advice.

Delay as a factor

A key consideration in admission to the List is the absence of delay in bringing an application for entry. As such, it is best practice to obtain key supporting materials before the commencement of proceedings.

In 2025, the Irish Supreme Court adopted a revised approach to applications for dismissal of claims for want of prosecution on the grounds of delay in *Kirwan v. Connors & Ors*, signalling its intent to afford greater weight to the factor of the passage of time. The exercise of this jurisdiction remains at the discretion of individual judges.

Judicial restraint

The Commercial Court, in *Sunward Holdings Limited v. Teqnon AB*, has also signalled

that persons agreeing to alternative dispute resolution will have such an agreement respected by the courts to facilitate cost-effective resolution of disputes.

4. What are the main alternative dispute resolution (ADR) methods used to settle large commercial disputes?

The Judge may, either on the application of either party to the proceedings or by their own motion, adjourn the proceedings for such period as they consider appropriate, not exceeding 28 days, to allow the parties time to consider whether to refer the proceedings to a process of mediation, conciliation or arbitration. The courts have historically deferred to the parties' choice of arbitration as a means of resolving the dispute.

Mediation

If the parties choose to engage in mediation, the court may:

- adjourn the proceedings;
- make an order extending the time for compliance by a party with the rules of court or any other order of the court in the proceedings; or
- make any order or direction which it considers necessary to facilitate the effective use of mediation.

Arbitration

In recent years, Ireland has gained recognition as a hub for international arbitration, as exemplified by the decisions of the Union of European Football Associations (UEFA) to designate Dublin as an alternative seat for its Court of Arbitration for Sport disputes. Additionally, the Courts and Civil Law (Miscellaneous Provisions) Act 2023 contains a provision which, once commenced, will allow third-party funding of international commercial arbitration.

Importantly, in circumstances where an action is brought in a matter governed by an arbitration agreement, the court will refer the parties to arbitration unless that agreement is null and void, inoperative, or incapable of being performed.

5. How long, on average, do court proceedings take to reach trial?

This can vary year-on-year. In 2024, the waiting time for entry to the List, from the issue of a summons to the first return date before the Commercial Court, was minimal, with dates immediately available.

6. What disclosure obligations apply? Are parties required to disclose unhelpful documents as well as those on which they rely?

At the initial directions hearing stage, the Judge may make directions requiring the discovery or inspection of documents.

Discovery may be sought by written request against a party to the proceedings, requesting the categories of documents sought and relevant reasons why each category is necessary (voluntary discovery); if such a party fails to make voluntary

discovery, the requesting party must bring a motion seeking an order for discovery. A party to commercial proceedings may apply to the court for discovery of such documents which are or have been in the other party's possession, power or procurement that relate to any matter in question. Discovery will be granted if the court believes that it is necessary either for the fair disposal of the cause or matter or for saving costs.

Parties are required to disclose unhelpful documents, where such documents:

- fall within the scope of the discovery request or order; and
- are relevant and necessary.

The Judge may also direct parties to provide information in respect of the proceedings, including:

- a list of persons expected to give evidence;
- particulars of any mediation, conciliation or arbitration arrangements which may be available to the parties; and
- an estimate of the time likely to be spent in:
 - preparation of the proceedings for trial; and
 - the trial of the proceedings.

This is without prejudice to any documents or evidence that are privileged from disclosure.

7. Can witnesses be required to attend trial and face cross-examination?

The Commercial Court encourages the use of witness statements at trial, which witnesses generally adopt as their evidence in chief. Witness statements should include "the essential elements" of the evidence of the witness. Signed witness statements must be delivered before the commencement of the trial.

Although cross-examination of a witness proceeds as usual, the requirement to put matters to a witness is lessened on the basis that witnesses have considered the evidence to be given by opposing witnesses through the exchange of witness statements.

8. What discretion do the courts have in making costs orders?

Sections 168 and 169 of the Legal Services Regulation Act 2015 ("the 2015 Act") and Order 99 of the RSC comprise the statutory basis for the awarding of legal costs. These provisions apply in the absence of other applicable statutory provisions. In the case of the List, Order 63A rules 28 to 30 prescribe that:

- The Judge has discretion in prescribing the requirements for the form and content of bills of costs to be prepared for proceedings entered in the List.
- The cost of the initial directions hearing will be deemed to be costs in the cause, unless the Judge makes alternative orders.
- Regarding interlocutory applications, upon their determination, the Judge is required to make an award of costs, except where it is not possible to adjudicate on liability for costs based on the application.

The general rule is that the costs of and incidental to every proceeding are in the court's discretion. The entirely successful party is usually entitled to an award of costs, unless otherwise ordered. The factors that entitle a court to order so are

set out in section 169(1) of the 2015 Act and include where a party unreasonably refused to engage in mediation or settlement.

9. What are the main types of interim remedies available?

The principal interim remedies used by the courts pending final determination are:

- injunctions;
- Mareva injunctions;
- Anton Piller orders;
- security for costs; and
- Norwich Pharmacal orders.

In practice, the most commonly awarded remedy by the courts pending the making of a final judgment or order is an injunction, the award of which is at the court's discretion.

An injunction, which may be granted on an *ex parte* interim or interlocutory basis, can be issued at a pre-trial stage to maintain the current status quo of the parties to the proceedings.

10. What approach do the local courts adopt with respect to arbitration? What arbitration law applies and is it based on the UNCITRAL Model Law?

In Ireland, the Arbitration Act 2010 ("the 2010 Act") incorporates the provisions of the UNCITRAL Model Law ("the Model Law") into Irish law in respect of both domestic and international arbitration.

Under the 2010 Act, the High Court ("Court") is the court of competent jurisdiction for the recognition and enforcement of awards and interim measures. A determination of the Court is final.

11. Can arbitrators grant interim relief?

In accordance with the Model Law, and unless otherwise agreed by the parties, an arbitrator may grant interim measures at the request of a party to the proceedings, which may include an order to:

- maintain or restore the status quo pending determination of the dispute;
- provide a means of preserving assets out of which a subsequent award may be satisfied; or
- preserve evidence that may be relevant and material to the resolution of the dispute.

12. On what grounds can an arbitration award be appealed?

The exclusive means of recourse against an arbitral award is an application to set it aside under Article 34 of the Model Law, on grounds including:

- a party to the arbitration agreement was under an incapacity;
- the party making the application was not given proper notice of the appointment of the arbitrator or of the arbitral proceedings or was otherwise unable to make their case;

- the award is in respect of a dispute outside the scope of the submission to arbitration;
- the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties; or
- the award conflicted with the State's public policy.

In practice, there is a strong presumption operating in favour of upholding an arbitrator's award.

In *Parkdenton Ltd v. Euro General Retail Ltd t/a Eurogiant*, the Court observed that judicial intervention in an arbitral award is confined to minimal circumstances.

In *FBD Insurance v. Samwari*, the Court held that jurisdiction under the Model Law to set aside an arbitral tribunal's decision arises only where the decision was made on the merits of the case and complies with the formal requirements prescribed by Article 34.

13. What international conventions and agreements on enforcement of judgments or arbitral awards is Ireland a party to?

Judgments

There is no provision under Irish law for the automatic recognition and enforcement of foreign judgments, absent an EU regulation or international convention providing for it.

Regarding EU judgments, Ireland is a party to Regulation 1215/2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast) ("Brussels Recast"), which allows for the enforcement of judgments from EU Member States in Ireland. Ireland is a party to the Lugano Convention 2007 ("the Lugano Convention"), which allows for the enforcement of judgments of EFTA Member States in Ireland. The European Enforcement Order Regulation ("EEO Regulation") also applies in Ireland.

Regarding non-EU/EFTA state judgments, the Hague Convention on Choice of Court Agreements 2005 ("Hague Convention 2005") to which Ireland is a party, applies to international commercial and civil matters. It confines the enforcement of judgments to those given by a court designated in an exclusive choice-of-court agreement. Ireland is also a party to the Hague Convention on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters 2019 ("Hague Convention 2019").

Arbitral awards

The 2010 Act:

- gives force of law to the New York Convention of 1958, the Geneva Convention, and the Geneva Protocol; and
- applies in limited circumstances to proceedings pursuant to the Washington Convention.

The Irish government has recently approved publication of the Arbitration (Amendment) Bill 2025, which provides for a new procedure in the jurisdiction for the enforcement of awards made by tribunals established under the EU-Canada Comprehensive Economic and Trade Agreement (CETA). Full ratification of CETA is expected in 2026.

14. What types of judgments in commercial matters are enforceable and what types are excluded?

Under Brussels Recast, judgments given by a court or tribunal of EU Member States are enforceable in Ireland. Judgment includes provisional measures, interlocutory decisions, and a determination of costs or expenses. The Regulation only applies to civil and commercial matters, excluding revenue, customs, administrative matters, and State liability for acts/omissions in the exercise of State authority. Similar rules apply under the Lugano Convention.

In the case of “uncontested claims”, under the EEO Regulation, a judgment obtained in another EU country and certified as a European Enforcement Order (EEO) can be enforced in Ireland.

Under the Hague Convention 2005, enforcement is limited to judgments granted by a court designated in an exclusive choice-of-court agreement, in civil and commercial matters. Judgments under the Hague Convention 2005 include any decision on the merits, including default judgments. It excludes procedural rulings but applies to orders for costs or expenses. It does not include interim relief decisions. The Hague Convention 2019 provides for the enforcement of judgments in civil and commercial matters. Judgments covered under this Convention are the same as those under the Hague Convention 2005. The notable difference is that the bases for enforcement under the Hague Convention 2019 are broader. Notably, it applies to judgments given by a court designated in non-exclusive or asymmetric choice-of-court clauses.

Where enforcement of a foreign judgment is sought that is not within the scope of the Brussels Recast, the Lugano Convention, any other EU legal instrument or the Hague Convention, it is necessary to commence proceedings before the Irish courts, in which the foreign judgment forms the basis of the action.

The Irish courts have discretion on whether to recognise a foreign judgment; public policy grounds and natural justice grounds can be reasons for refusal, as well as Ireland not being the appropriate jurisdiction to enforce based on cost and convenience.

15. What is the process for registration of foreign judgments and arbitral awards?

Judgments

For enforcement of a judgment originating from an EU Member State, the requesting party is required to produce a copy of the judgment; a standard-form certificate issued by the court granting the judgment; and if necessary, a translation of that judgment into Irish or English; following which it can avail of such enforcement measures as are available under Irish law (the Brussels Recast procedure).

For enforcement of a judgment originating from an EFTA state, the requesting party is required to make an application by motion *ex parte* grounded on affidavit to the Master of the High Court, exhibiting the judgment sought to be enforced, with a translation if required, in addition to the certificate under Article 54 of the Lugano Convention (the Lugano Convention procedure).

For enforcement of a judgment originating from a court in a non-EU Member State, under the Hague Convention 2005, the requesting party is required to make an application by motion *ex parte* grounded on affidavit to the Master of the High Court and comply with the requirements of Order 42D rules 2(1) and (2) of the RSC. The affidavit must exhibit prescribed documents, including a certified copy of the judgment, the exclusive choice of court agreement, or evidence of its existence (Order 42D rule 2(3), RSC). Applications for enforcement of judgments under the Hague Convention 2019 are made to the Master of the High Court.

For enforcement of a judgment originating from a court in a third country, a party who has obtained a foreign judgment has two alternative remedies available: they can either commence an action on the judgment or bring a claim on the original cause of action in respect of which the judgment was obtained.

Arbitral awards

Under the 2010 Act, the enforcement of arbitral awards in the jurisdiction may be achieved through enforcement by action or by leave of the Court.

The Irish courts, in *Albaniabeg Ambient Sh.p.k. v. Enel S.p.A. & Enelpower S.p.A* and more recently in *Petersen Energía Inversora SAU & Ors v. Argentine Republic* have emphasised that the onus is on an applicant to demonstrate that some “solid practical benefit” will be derived from the enforcement proceedings in Ireland. While it will not be fatal that there are no assets in Ireland against which the foreign arbitral award or judgment may be enforced, in practice, before the Irish courts will assume jurisdiction over a foreign defendant and before the Irish courts will permit service of proceedings for enforcement of a foreign arbitral award in Ireland outside of the jurisdiction on a foreign defendant, they will require evidence that enforcement of the foreign arbitral award in Ireland will result in a solid practical benefit to the party seeking enforcement in Ireland.

16. Once the judgment or award is registered, what are the available methods of execution?

Once judgment has been obtained, several methods of execution are available. The appropriate method will depend on the type of judgment obtained. Methods include:

- an execution order, which allows a claimant to obtain a High Court order directing the local sheriff to seize the relevant goods and sell them to recoup the amount of money owing;
- a judgment mortgage; and
- a garnishee order, in which the court directs payment by the third party to the claimant.

Under the 2010 Act, an arbitral award is enforceable in the same manner and to the same extent as a judgment or court order of similar effect. An arbitral award made by an arbitral tribunal under an arbitration agreement may be enforced in Ireland either by direct action or pursuant to an application to the High Court. Any such award is treated as binding on the parties and may be relied on by any of those parties in defence, set-off or otherwise in proceedings in Ireland.

17. What interim measures are available pending enforcement?

Judgments

The Irish courts may grant provisional measures, including protective orders, to secure the enforcement of EU or Lugano Convention judgments. The courts may grant discovery in aid of execution: where a judgment or order is for the recovery or payment of money, the party entitled to enforce it may apply to the Court for an order requiring the judgment debtor to attend court to be examined as to their means. The Court may also make an order requiring the production of any books or documents.

Arbitration

The arbitral tribunal or High Court may grant interim measures of protection. Interim measures include orders to prevent a respondent disposing of assets, interim and interlocutory injunctions, and security for costs.

In practice, the most frequently-sought interim measure of protection is an interim injunction, either alone or in conjunction with an interlocutory injunction.

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Paul is a Partner in William Fry's Litigation and Investigations Department. Paul has been instructed on numerous domestic and multi-jurisdictional disputes. He has extensive experience of advising clients where issues arise involving financial litigation, including financial crime litigation, investigations and reputational damage issues. Paul has extensive financial services litigation experience including acting as lead counsel to various parties (fund manager, fund, investment manager, private banks, shareholders and directors) in a number of highly complex pieces of litigation involving cross-jurisdictional proceedings, allegations of fraud, misrepresentation, negligence and breach of fiduciary duties, in addition to consideration of applicability of depositions and foreign evidence relevant to United States criminal and Securities Investor Protection Corporation (SIPC), Trustee liquidation proceedings and issues of Depository Trust Company (OTC) and Over-the-Counter (OTC) trade forgeries. He also acts in competition cartel cases and is instructed as an independent expert in proceedings involving various financial services disputes. He is a regular lecturer and published authority on litigation matters. Paul is an invited Fellow of the International Academy of Financial Crime Litigators. He is President of the Commercial Litigation committee of the Union Internationale des Avocats. He is a Vice-Chair of the ABA International Law Section International Litigation Committee and ABA International Law Section Europe Committee and Assistant Editor of the ABA International Dispute Resolution News.

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