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RECOGNITION AND ENFORCEMENT OF INTERNATIONAL ARBITRATION AWARDS: A CASE STUDY OF UZBEKISTAN

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Abstract

This article examines the legal framework and judicial practice of recognition and enforcement of international arbitral awards in Uzbekistan. Emphasis is placed on the distinction between recognition and enforcement as two interconnected but conceptually different stages of giving legal effect to arbitral awards. The study analyzes Uzbekistan's obligations under the 1958 New York Convention and the extent to which national legislation, particularly the Economic Procedural Code and the Law "On International Commercial Arbitration," complies with international standards. Based on an analysis of court practice from 2019–2024, the article identifies key challenges faced by Uzbek courts, including issues of proper notification of parties, procedural guarantees, language of proceedings, and the limits of judicial review of arbitral awards. The findings demonstrate a generally pro-enforcement approach in judicial practice, while also revealing areas requiring more consistent interpretation and closer judicial scrutiny to enhance legal certainty and investor confidence.

Keywords: International arbitration; recognition and enforcement; New York Convention; Model law; arbitral awards; judicial practice in Uzbekistan

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INTRODUCTION

International arbitration is a fast, flexible, and neutral alternative dispute resolution mechanism compared to state courts, and it plays a strategic role in the development of global trade and investment. The main advantage of arbitration lies in its ability to resolve disputes in an impartial forum that does not conflict with the interests of the parties. Owing to the 1958 New York Convention [1], arbitral awards are recognized and enforced in more than 170 countries worldwide.

PURPOSE, RELEVANCE, AND METHODOLOGY OF THE RESEARCH

The main purpose of this research is to analyze the existing legal framework, judicial practice, and key challenges related to the recognition and enforcement of international arbitral awards in Uzbekistan, as well as to develop scientifically grounded proposals for their improvement through comparison with international standards, in particular the 1958 New York Convention. Uzbekistan acceded to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 10 June 1958, the "New York Convention") [1] on 22 December 1995, and the Convention entered into force for Uzbekistan on 7 February 1996 without any reservations [2]. The research also pursues the following specific objectives: To examine judicial practice in Uzbekistan concerning the recognition and enforcement of arbitral awards; to assess the degree of harmonization of national legislation with international standards; and to develop institutional and regulatory proposals aimed at improving efficiency. For foreign investors, one of the most important guarantees in the event of a dispute is the reliable enforcement of arbitral awards. In recent years, Uzbekistan has undertaken wide-ranging reforms aimed at developing arbitration and mediation institutions, modernizing the judicial system, and strengthening the protection of investors' rights. Within this process, the mechanism for the recognition and enforcement of arbitral awards occupies a central role. The

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UNCITRAL Model Law on International Commercial Arbitration (1985/2006), developed by the United Nations Commission on International Trade Law (UNCITRAL), is recognized as a global standard in the field of arbitration [3]. Articles 35–36 of the Model Law are devoted to the recognition and enforcement of arbitral awards, and their content is aligned with the provisions of the New York Convention.

An arbitral award is a final and binding decision rendered by an arbitrator or an arbitral tribunal for the resolution of a dispute, which is not subject to reconsideration or appeal in the same manner as decisions of domestic courts. An arbitral award is formed at the intersection of international law, national law, and the principle of freedom of contract. The only potential difficulty that may arise concerns the **recognition** and **enforcement** of such arbitral awards.

THE DIFFERENCE BETWEEN THE CONCEPTS OF "RECOGNITION" AND "ENFORCEMENT"

Criterion	Recognition	Enforcement
Purpose	To acknowledge the legal validity of the award	To compel performance of the award
Result	The award is accepted by the court as a valid decision	Compulsory execution is carried out through enforcement authorities
Nature	Declaratory (acknowledgment)	Mandatory, procedural
Application	Recognition as a legal fact, *res judicata* effect	Implementation of obligations arising from the award

"Recognition" and **"Enforcement"** are two stages of ensuring the legal force of an arbitration award, which are interrelated but have different contents. **Recognition** is the confirmation that the arbitration award has legal force in a particular state. The arbitration award is accepted by the courts of that state. It has

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legal force in the state that made the decision. However, the mechanism of compulsory enforcement is not activated.

When is it needed? Recognition may be necessary, for example: to avoid reconsideration of a claim based on an arbitration award, to ensure the status of res judicata in national courts, to recognize legal relations based on the award.

Enforcement is the mandatory execution of a recognized arbitration award, that is, through the executive authorities of the state. Therefore, enforcement is the stage after recognition, and it is aimed at the practical implementation of the award.

Once an arbitration award is issued, if the parties do not voluntarily comply with it, mechanisms are put in place to enforce it. These mechanisms are implemented through the state's judicial system and ensure that the arbitration award is enforceable.

In order to improve the implementation mechanisms of the above-mentioned international instruments, the Government of Uzbekistan adopted the Law "On International Commercial Arbitration" No. LRU-674 on 16 February 2021 [4]. Subsequently, in connection with the adoption of the Law of the Republic of Uzbekistan "On International Commercial Arbitration" on 16 May 2022, Law No. LRU-769 "On Amendments and Additions to Certain Legislative Acts of the Republic of Uzbekistan" was enacted [5]. Pursuant to this law, relevant amendments and additions were introduced into the Economic Procedural Code of the Republic of Uzbekistan [6]. In particular, Chapter 29^1 was added, entitled "Proceedings Related to Arbitration," which includes two paragraphs: proceedings related to assistance to arbitration, and proceedings related to challenging arbitral awards.

CASE ANALYSIS

Below, based on these ratified international instruments and relevant provisions of domestic legislation, the fate of arbitration-related cases in Uzbekistan for the

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period 2022–2024 is examined and analyzed. After arbitral tribunals render their final awards, the claimant, as a rule, awaits voluntary compliance by the respondent within the voluntary performance period specified in the award or granted to the parties. If the award is not voluntarily complied with within this period, the claimant applies to the court of the state where the debtor is located for the recognition and enforcement of the arbitral award.

An analysis of judicial practice demonstrates that in a number of cases concerning the recognition and enforcement of arbitral awards, respondents argue that they were not informed of the arbitral proceedings. In particular, they claim that they were not duly notified of the appointment of the arbitrator or of the time and place of the arbitration hearing. This issue is closely linked to Article 232^{8}(1)(3) of the Economic Procedural Code of the Republic of Uzbekistan [6], according to which an arbitral award may be set aside or refused recognition if a party proves that it was not duly notified of the appointment of the arbitrator or of the arbitration proceedings, or was otherwise unable to present its case.

In particular, in Case No. 4-14-1906/9 dated 10 July 2019 [7], the Uzbek debtor argued that it had not been duly notified of the appointment of the arbitrator or of the arbitration proceedings and, therefore, was unable to submit its objections. However, based on the case materials, the court established that the debtor had submitted a request to the arbitral institution to conduct the arbitration proceedings via videoconference. In addition, the notice of the time and place of the arbitration hearing had been sent to the debtor via an international courier service, and the debtor had refused to accept the delivery. As a result, the court found the decision to recognize and enforce the arbitral award to be lawful.

At the same time, an examination of other judicial practice reveals similar objections raised by respondents in cases such as Case No. 4-17-2103/5 dated 19 December 2021 [8], Case No. 4-11-2156/69 dated 2 November 2023 [9], and Case No. 4-1801-2202/5745 dated 11 February 2023 [10]. With regard to the issue of notification, Sh. Masadikov, in his article “Recognition and Enforcement

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of Foreign Arbitral Awards in Uzbekistan" [2], analyzed Case No. 4-17-2103/5 dated 9 December 2021 [8], in which the debtor claimed that it had not been duly notified of the time and place of the arbitration hearing. Although the court of first instance refused to recognize the arbitral award, the claimant subsequently submitted additional evidence confirming that the respondent had been duly notified. Taking these circumstances into account, the higher court found the debtor's arguments to be unsubstantiated and rendered a decision recognizing and enforcing the arbitral award.

On 17 January 2024, the Judicial Panel for Economic Cases of the Kashkadarya Regional Court considered Economic Case No. 4-1801-2302/5775 [11] concerning the recognition and enforcement of the arbitral award dated 12 July 2023 (Case No. 2022/11-001) rendered by the International Commercial Arbitration Court under the Chamber of Commerce and Industry of Uzbekistan in the dispute between the foreign company "Satra International Holdings LLC" and "Avangard Oil Trans Trade" Limited Liability Company. Notably, the court specifically emphasized that neither the 1958 United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention) [1] nor the 1992 Agreement on the Procedure for Resolving Disputes Related to the Conduct of Economic Activity (Kyiv Agreement) [12] contains provisions regulating the language in which court hearings must be conducted. In this regard, the court referred to Parts One and Three of Article 10 of the Economic Procedural Code of the Republic of Uzbekistan [6], according to which proceedings before economic courts are conducted in the Uzbek language, the Karakalpak language, or the language spoken by the majority of the population in the relevant locality.

On 17 February 2023, the Tashkent City Economic Court examined Economic Case No. 4-10-2309/22 [13] concerning an application filed by "Bohnenkamp LLC (SIA)" against the debtor "Toshkent Qishloq Xo'jaligi Texnikasi Zavodi" JSC and an additional respondent "Toshkent Traktor Zavodi" LLC for the

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recognition and enforcement of the arbitral award dated 6 September 2022, rendered in Case No. 600663-2021 by the Swiss Arbitration Centre. During the proceedings, the debtor argued that under the contract dated 2 March 2020 (TZST/SEG 20.03), disputes arising therefrom were agreed to be resolved by an international arbitration tribunal seated in Zurich. The debtor further contended that no outstanding debt existed under this contract; on the contrary, the claimant allegedly owed the debtor EUR 264,342. In addition, the debtor submitted that disputes arising out of the contracts dated 19 December 2017 (TZST/BEG 2017-12-19), 20 December 2017 (TZST/BEG 2017-12-20), and 10 January 2018 (TZST/BEG 18.01) were subject to arbitration before the International Court of Arbitration of the International Chamber of Commerce (ICC) in Paris. According to the debtor, these circumstances had been brought to the attention of the arbitral tribunal; however, the tribunal allegedly failed to take these objections into account when rendering the award. The debtor further argued that the existence of the claimant's alleged debt of EUR 264,342 could cause difficulties for the debtor in settling its foreign trade obligations. Nevertheless, the court did not uphold these arguments. At the same time, it should be noted that this issue warranted closer judicial scrutiny. Pursuant to Article 256(1)(3) of the Economic Procedural Code of the Republic of Uzbekistan [6], an economic court shall, upon the application of the party against whom the award is invoked, refuse recognition and enforcement of a foreign arbitral award if that party submits evidence demonstrating that the award was rendered in respect of a dispute not contemplated by, or not falling within the terms of, the arbitration agreement, or that the award contains decisions on matters beyond the scope of the arbitration agreement. In such circumstances, the court could have refused to grant the application insofar as the award addressed matters exceeding the scope of the arbitration agreement.

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CONCLUSION

The above analysis demonstrates that in recent years Uzbekistan has made significant progress in developing a system for the recognition and enforcement of international arbitral awards, largely aligning it with the requirements of the 1958 New York Convention and the UNCITRAL Model Law. Legislative reforms, in particular the adoption of the Law "On International Commercial Arbitration" and the introduction of a separate chapter on arbitration in the Economic Procedural Code, have strengthened a positive and pro-arbitration approach within the judiciary.

An examination of judicial practice shows that the grounds for refusing recognition and enforcement of arbitral awards are interpreted narrowly, with courts placing particular emphasis on procedural guarantees, especially proper notification of the parties. At the same time, the absence of a clear statutory definition of public policy in national legislation creates certain practical challenges. Moreover, in some cases, complex issues such as exceeding the scope of the arbitration agreement or the existence of multiple arbitration clauses are not examined in sufficient depth, indicating the need for further refinement of judicial practice.

Overall, the evolving practice of recognizing and enforcing arbitral awards in Uzbekistan serves as an important legal safeguard for foreign investors. In the future, more consistent and detailed application of the New York Convention standards by courts, as well as a more cautious and thorough approach to defining the scope of arbitration agreements, will contribute to enhancing the effectiveness and international credibility of Uzbekistan's arbitration regime.

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