Chapter 56

Norway

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I. OVERVIEW; GOVERNING LAW

II. SELECTED JUDGEMENTS

I. OVERVIEW; GOVERNING LAW

§ 56:1 Introduction

Foreign judgments are recognized in Norway, provided that there is basis for recognition pursuant to specific Norwegian legislation or an

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agreement with the foreign state(s) in question, or an international body. If there is such legislation or agreement in force, Norwegian courts are obliged to recognize the foreign judgment.

Examples of recognition agreements are the Lugano Convention (which Norway, being a non-European Union (EU) member, has ratified) and the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "New York Convention"). Without specific legislation or applicable agreement on recognition and enforcement, foreign judgments will not be recognized or enforceable in Norway.

An example of Norwegian legislation that provides for recognition and enforcement of foreign judgments is the Civil Dispute Act, section 4-6, whereby a foreign civil court judgment will be recognized and have legal force in Norway provided that the court which passed the judgment was a venue agreed upon by the parties either for a specific lawsuit or for those lawsuits originating from a specific legal issue.

In certain situations, judgments that should have been recognized pursuant to Norwegian legislation or an international agreement may be subject to exemptions from the recognition rules. For instance, according to section 19-16 of the Civil Dispute Act a foreign court judgment which pursuant to article 61 of the Lugano Convention does not have to be recognized or enforced, does not have legal force and is not enforceable in Norway.

Furthermore, a foreign judgment will not be recognized in Norway if this would violate mandatory Norwegian law or be contrary to "public policy" (i.e., if the result of the recognition would be incompatible with or strongly offensive to basic Norwegian legal principles or social values). A foreign court judgment must be legally binding and have legal force in the jurisdiction where it was passed in order for it to be recognized and enforceable in Norway.

§ 56:2 Legislation

Several Norwegian statutes contain legislation regarding the recognition and enforcement of foreign judgments. The most relevant statutes are:

1. The Civil Dispute Act (*tvisteloven)*, which has rules on recognition; and
2. The Enforcement Act (*tvangsfullbyrdelsesloven)*, which has rules on enforcement.

The Arbitration Act (*voldgiftsloven)* has rules on recognition and enforcement of arbitration awards. There is also special legislation in force for certain foreign judgments related to particular legal issues, such as divorce and child abduction.

In June 2016, the Norwegian Parliament passed new bankruptcy legislation, adding a new chapter to the Bankruptcy Act that solely

deals with crossborder bankruptcy proceedings, including recognition and enforcement. For instance, the chapter provides rules and procedures for how Norwegian courts should handle crossborder insolvencies, as well as recognition rules for foreign bankruptcy proceedings. However, this new legislation has not yet come into force; nor has the Norwegian government decided on a commencement date. The new statute will provide awaited clarification in respect of crossborder insolvency matters.

§ 56:3 International treaties and conventions

Norway has ratified the Lugano Convention, which regulates matters of jurisdiction, recognition, and enforcement for civil and commercial crossborder matters involving one or more of its signatory states. The Lugano Convention will be given precedence if there is a conflict between the Convention and other Norwegian legislation.

The signatories to the Lugano Convention are the EU and European Free Trade Association (EFTA) member states. The main rule for recognition is set out in article 33, and states that a judgment issued in a signatory state must be recognized in the other signatory states without any particular procedure. Furthermore, the main rule for enforcement is set out in article 38, which states that a judgment passed in a signatory state and which is enforceable in that state, will be enforceable in a different signatory state when the judgment has been declared enforceable in the latter signatory state pursuant to a petition from a party with legal interest in the matter.

On 10 July 1961, Norway ratified the New York Convention of 1958, which regulates matters of recognition and enforcement of foreign arbitration awards. According to article III, each contracting state must "recognize arbitration awards as binding and enforce them in accordance with the rules of procedure of the territory where the award is relied upon." The Convention further sets out the more detailed procedure for how to obtain recognition and enforcement (see section X below).

Norway is also a party to the 1933 Nordic Convention on Bankruptcy, which regulates cross-border insolvencies within Norway and the other member states: Denmark, Sweden, Finland, and Iceland. The Nordic Convention holds rules on recognition and enforcement, as well as choice of law rules. Before the new legislation on crossborder bankruptcy proceedings enters into force (see 56:2 above), Norwegian courts do not recognize foreign bankruptcy proceedings unless an international agreement is in place between Norway and the country where the bankruptcy proceedings were opened. Subject to the Nordic Convention on Bankruptcy, Norwegian courts will recognize bankruptcy proceedings opened in any of the signatory states, allowing a bankruptcy estate opened in either of the other signatory states to, for example, seize assets in Norway.

§ 56:4 Policy and procedural requirements

In order to obtain recognition for a foreign judgment in Norway, the applicant should first seek to clarify whether the state where the judgment was passed has an international agreement with Norway that is applicable to the subject matter of the judgment. If the judgment falls under the scope of such an agreement, the applicant must follow the procedures for recognition set out in that agreement before delivering a petition for recognition to the relevant Norwegian court.

If the judgment does not fall under the scope of an international agreement, but has been passed by a court in a jurisdiction chosen by the parties, an application for recognition of the judgment may be delivered directly to a Norwegian court.

As described above, a foreign court judgment will not be recognized in Norway if recognition would be in conflict with mandatory Norwegian law. This reservation will apply only if the scope of the mandatory legislation is applicable to the legal issue in question. Furthermore, a foreign judgment will not be recognized if recognition would contradict public policy (*ordre public*). This provision corresponds to article 34 of the Lugano Convention.

Similar provisions are in force for arbitration awards. According to section 46(2) of the Arbitration Act, the courts may decide *ex officio* to refuse recognition of an arbitration award if the dispute in question is not eligible for arbitration under Norwegian law or if recognition or enforcement would appear offensive to the legal system, again meaning contrary to the "public order" (public policy).

The exceptions of mandatory legislation and public order function as "safety valves" for Norwegian courts, since these exceptions allow Norwegian courts to not accept decisions which would contradict fundamental legal principles and values.

Furthermore, according to the Arbitration Act section 46 and article V of the New York Convention, recognition and enforcement may also be refused for the following reasons:

1. One of the parties in the arbitration agreement lacked legal capacity to act, or the arbitration agreement is invalid subject to the parties' choice of law or the laws of the country where the arbitration award was passed;
2. The party towards which the arbitration award is being imposed was not given sufficient notice of the appointment of an arbitrator or the arbitration, or has not had the opportunity to present their case;
3. The arbitration award is not within the jurisdiction of the arbitration court;
4. The arbitration tribunal has not had the correct composition;
5. The applied procedure contradicts legislation of the arbitration venue or the parties' agreement, and it is probable that the contradiction may have had an impact on the decision;

6. The arbitration award is not yet binding on the parties, or it has permanently or temporarily been set aside by a court within the arbitration venue or a court in the jurisdiction of which legislation was applied.

None of the reasons to refuse recognition or enforcement grants the court a right to re-examine the arbitration award, and the court has no right to consider the arbitration tribunal's assessment of the evidence or the merits of the matter. The courts may, however, to assess whether the arbitration award shall be recognized in spite of the existence of any reason to refuse.

As mentioned above, recognition of a foreign judgments may be denied if the result of the judgment is deemed to contradict public order. Recognition may, however, also be denied if the decision is based on *procedural rules* that contradict public order. All procedural rules which are in conflict with article 6 of the European Convention on Human Rights would, for example, in general, be considered contrary to public policy.

§ 56:5 Steps to secure recognition and enforcement of foreign judgment

A foreign judgment must be recognized and deemed enforceable before it can be enforced. The general procedure for judgments that fall under the scope of the Lugano Convention is to deliver a petition to the court together with a confirmed copy of the judgment and a signed confirmation from the issuing court.[1] The Norwegian court that receives the petition may require a translated copy of the judgment and other relevant documents before considering the petition.

The Arbitration Act sets out certain formal requirements that must be fulfilled by the party seeking enforcement before an arbitration award can be enforced. According to section 45, the award must be made available either in original or by certified copy and, if the award is not written in Norwegian, Swedish, Danish, or English, an authorized translation must be presented. The arbitration agreement or other documentation for arbitration having been agreed upon between the parties may also be required.

A foreign judgment or arbitration award can only be recognized and enforced after it is legally binding and enforceable in the jurisdiction where it was passed. Execution petitions in Norway are, in most cases, processed by the Bailiff in each judicial district. Petitions for recognition and enforcement of foreign judgments must first be delivered to the district court, which decides whether the foreign judgment may be recognized and serve as basis for execution. If a debtor objects to the

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[Section 56:5]

[1]Lugano Convention, article 53, 54.

recognition of a judgment, the court will assess the grounds for such objections, as well as any counter-objections from the claimant, before making a decision.

If the court deems the foreign judgment enforceable, the petition is carried forward to the Enforcement Officer, who decides on whether to accept and carry out the enforcement proceeding. This entails that the claimant may deliver a joint execution and recognition petition to the court. For instance, if a creditor has a foreign judgment against a debtor owning assets in Norway, the creditor may deliver to the court a joint petition for recognition of the foreign judgment and attaching and seizing the debtor's assets.

The court will make a preliminary decision as to whether the judgment will be recognized and deemed enforceable before the petition is carried forward to the Execution Officer, who decides whether the criteria for attaching and seizing the assets are fulfilled. If Norwegian courts do not recognize the foreign judgment, the party who wishes to enforce the claim in Norway must initiate regular legal proceedings to have the claim decided on by a Norwegian court.

§ 56:6 Review on merits

Norwegian courts generally do not review the merits of a foreign judgment as long as the judgment can be recognized pursuant to Norwegian law or an international agreement.

If a judgment falls within the scope of such legislation or agreement, but it is argued that the judgment is contrary to public order or other exceptions from recognition, as described above, Norwegian courts will review the merits in order to assess whether the argumentation is well founded and should be taken into account before making a decision. None of the reasons to refuse recognition or enforcement of arbitration awards grants the court a right to re-examine the arbitration award, however, and the court has no authority to consider the arbitration tribunal's assessment of evidence or application of law.

§ 56:7 Execution on judgment

When recognition is achieved, certain procedures must be followed in order to execute the recognized judgment. The rules and procedures for enforcement are found in the Enforcement Act.

To enforce a claim in Norway, the creditor must have a basis for execution. The two main categories are "general basis" and "special basis" for execution. A decision from a foreign court or other authority, foreign settlement agreements, and foreign arbitration awards are

classified as general bases for execution,[1] given that they fulfil the conditions for recognition. As mentioned above, a claim established in a foreign judgment or arbitration award is only enforceable in Norway if the judgment or award was issued either by a court in a state with which Norway has an agreement, or a court in a jurisdiction chosen by the parties.

To initiate an enforcement proceeding based on a special basis for execution, the creditor must first send a notice to the debtor.[2] The notice is mandatory, and the Enforcement Officer will not grant an enforcement petition if such a notice was not sent to the debtor, with certain exceptions. The notice must be in writing, and can only be sent to the debtor after the claim that the creditor wants to enforce has fallen due. The notice should contain the name of the creditor and the basis for the claim, state the total amount of the claim including any interest or penalty interest and fees, explain how payment can be made, and give the debtor a deadline of 14 days to pay the claim. The notice should also state that enforcement of the claim will be initiated if it has not been settled within the deadline of 14 days.

After the notice has been sent, a response from the debtor must state whether the debtor contests the claim, and if so, on what grounds. Such clarification is important as a claim can only be enforced as long as it is not contested by the debtor, or if the debtor's objections are not valid objections at the relevant stage of the enforcement process. If the debtor contests the claim and/or the enforcement of the claim, and those objections have been validly filed, the case must be brought before a regular court before the enforcement proceedings can be continued.

The debtor's opportunity to object to the enforcement might be limited. Section 4-2 of the Enforcement Act states only the following reasons as valid grounds for objection against an enforcement petition based on a general basis for execution:

1. The basis for execution does not originate from a court or other authority that is in a position to make such judgments; or
2. The basis for execution is equivocal or self-contradictory or cannot be enforced based on its content.

Furthermore, a claim which has been established in a general basis for execution (e.g. a foreign judgment), can only be contested by the debtor due to circumstances having arisen so late that they could not have been presented before the judgment was given. In other words, the debtor cannot submit any objections against the enforcement petition that could have been brought in the court or arbitration proceed-

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[Section 56:7]

[1]Enforcement Act, section 4-1(f), (g).

[2]Enforcement Act section 4-18.

ing on which the judgment is based. A notice of enforcement may also function as a reminder and an opportunity for the debtor to settle the claim, partly due to the fact that any further process will add interest and fees to the claim, and partly because continued payment default will lead to a non-payment record for the debtor that is likely to reduce their creditworthiness.

If the creditor sends a notice of enforcement based on a special basis for execution and the debtor does not respond or the response may be disregarded as irrelevant, or the objections are not valid and lawful pursuant to the Enforcement Act, section 4-2, the creditor can, after the 14-day deadline has expired, continue the enforcement process. Norwegian enforcement authorities have developed standardized forms for enforcement petitions, which should be delivered by the petitioner together with a copy of the enforcement notice as well as any further documentation showing the basis for execution.

Upon receipt of the enforcement petition, provided that the petition is found to be in good order, the court will notify the debtor and set a deadline for submitting any objections. The right to object will be limited. If the debtor has objections against the grounds for enforcement or enforcement process, these must be presented as soon as possible.[3] If the debtor fails to timely present any objections, the objections may be disregarded. If no objections are made, the Enforcement Officer will continue the enforcement process.

Provided that the creditor does not already have security for its claim, the creditor must deliver a petition for establishing a distraint over one or several assets owned by the debtor in Norway. A distraint functions as an encumbrance in the asset, comparable to a mortgage or pledge, and will give the creditor the position necessary to actually enforce its claim. A distraint in the debtor's assets, such as a bank account, car, or real property, will provide basis for the creditor to claim money from the bank account or initiate an enforced sale of the car or real property.

A distraint may be established in most assets owned by the debtor, such as cash in a bank account, real property, motor vehicles, stock and bonds, or as a wage deduction for personal debtors. A distraint will only be attached to assets that are not already deemed overly encumbered, meaning that a creditor will not be given a distraint in assets which are already encumbered to the extent that a sale of the asset is assumed not to cover all existing encumbrances in full. If a distraint is established, it has priority after any existing encumbrances or pledges. If the asset is sold, the distraint will only receive part or full coverage if and after the previously established encumbrances or pledges are satisfied in full.

A creditor may find it more useful to negotiate with the debtor and

[3]Enforcement Act, section 5-6(1).

reach an amicable settlement, rather than carrying out an enforcement process. The process of establishing a distraint is usually not very expensive in itself, but it could be time-consuming and accrue further costs, especially if the debtor objects.

The creditor may benefit from seeking to establish whether the debtor owns assets in Norway, prior to initiating the enforcement process. If it is already established that the debtor has little or no assets eligible for obtaining a distraint and subsequent payment of the creditor's claim, it may be better to agree on instalment payments rather than carrying out enforcement proceedings.

If the Enforcement Officer finds that the debtor has no assets suitable for attaching a distraint, the enforcement proceeding will be terminated without result. The limitation period for the claim, however, will be prolonged for 10 years, giving the creditor time to retry enforcement at a later date when the debtor possibly will own assets eligible for attaching a distraint. The creditor will, however, not have priority to any asset that the debtor might acquire at a later stage, and will have to initiate a new enforcement proceeding.

§ 56:8 Appeal

A party with a legal interest in the matter may appeal a decision made by a Norwegian court to recognize a foreign judgment or arbitration award. The appeal will then be brought before the regular appellate court.

§ 56:9 Lawyers' fees, court costs, and interest

Usually, the creditor will seldom be granted full coverage for actual accrued lawyers' fees; however, court fees and penalty interest will usually be granted. Penalty interest, according to the Norwegian Act Relating to Interest on Overdue Payments, is eight percent *per annum*.[1]

Furthermore, a creditor may seek coverage for court fees, standard costs for legal assistance, costs for filing the petition (with a set maximum amount), and any accrued legal costs that the Enforcement Officer (or court) deem "necessary".

II. SELECTED JUDGEMENTS

§ 56:10 In general

After the adoption of the Lugano Convention, there have been few disputes and judgments regarding the recognition and enforcement of decisions made in other Lugano Convention member states.

[Section 56:9]

[1]As of 9 November 2020.

The Convention appears to have clarified many issues which earlier were uncertain under Norwegian law. Nevertheless, some recent decisions by Norwegian courts illustrate the present policy and practice regarding the recognition and enforcement of foreign judgments.

§ 56:11 Service of originating writ—Judgement in absentia

On 4 September 2017, the Appellate Court (*Eidsivating lagmannsrett*) ruled on a matter concerning recognition and enforcement of a judgment *in absentia*.[1] The judgment *in absentia* had been issued by the Vilnius District Court in Lithuania against a Norwegian debtor whom was not present in the court hearing and had not objected to the claim in writing.

The Appellate Court overruled the first instance court's decision and concluded that the judgment from the Vilnius District Court could not be recognized and enforced in Norway. The Appellate Court recognized Norway's obligations pursuant to the Lugano Convention, but referred to the exception in the Convention's article 34(2), which states that a judgment may not be recognized "*when given in default of appearance, if the defendant was not served with the document which instituted the proceedings . . . in sufficient time and in such a way as to enable him to arrange for his defense . . . .*"

The Vilnius District Court had attempted to serve the originating writ to the debtor in Norway through a petition to the Norwegian Ministry of Justice. The petition was granted and sent from the Ministry of Justice to the local court, which in turn sent the writ to the bailiff for service. A letter to the Norwegian defendant, written by the local Norwegian court and served by the bailiff together with the Lithuanian documents, stated:

> *The District Court has received the documents from the Ministry of Justice to be served to you. The documents to which the request applies are not written in Norwegian, Danish, or Swedish, and no full and confirmed translation has been attached. The Ministry of Justice does not consent to the waiver of translation requirements. You are advised that you may refuse to receive the documents, but note that the documents may be considered as legally served to you pursuant to Lithuanian law, even if you refuse to receive the documents.*

The Appellate Court recognized that the Lugano Convention does not have specific rules regarding service of documents and that service of the writ had to be completed pursuant to Norwegian law when performed in Norway. The Courts Act (*domstolloven*), chapter 9, deals with service of documents in Norway and does not provide special rules for the service of foreign documents.

Nevertheless, the Appellate Court referred to Regulation Number 5

[Section 56:11]

[1]Appellate Court, Case Number LE-2017-105317.

of 12 September 1969 on the service of foreign documents in Norway. According to section 1 of the Regulation, documents that are intended to be served in Norway must be translated into Norwegian, Danish, or Swedish. However, the Ministry of Justice may allow service to be carried out without such translation if this is considered to be unproblematic. The Appellate Court stated that it appreciated the purpose of the provision in the regulation and pointed out that these rules secure that Norwegian legal entities are not obliged to relate to documents of which contents they may not understand.

In this matter, it was unclear whether the Norwegian debtor voluntarily had received the documents/writ, which had not been translated into a language they understood. The document was affixed with a stamp that stated that service of the document had been carried out by a handover to the debtor, but the court did not consider this as evidence that the document had been received "voluntarily". In the court's view, a voluntary receipt of service should have been evidenced by a statement that the debtor had agreed to receive the document in spite of it not being translated into a language he understood.

Based on these arguments, the Appellate Court concluded that it had not been established that the debtor had received the document voluntarily. Therefore, since the original writ had not been translated into one of the accepted languages, the serving of the original writ had not been done in such a manner that would impose an obligation on the Norwegian authorities to recognize the Lithuanian judgment.

On 28 May 2020, another ruling on the recognition and enforcement of a judgment *in absentia* was given by the Appellate Court (*Borgarting lagmannsrett*),[2] which gives some guidance with regards to the scope of Article 34 no 1 of the Lugano Convention.

A Norwegian defendant had by a court in Amsterdam been ruled to pay an amount of EUR 30 000 to the plaintiff. The plaintiff filed an application for the execution of the judgment in Norway and asked the enforcement authorities to grant an attachment (pledge) in the defendant's assets, and the application for an attachment was granted by the Norwegian court—i.e., the Dutch judgement was recognized and deemed enforceable in Norway. The defendant appealed the ruling to enforce the judgment in Norway, and argued, among others, that they had *not* been served with the document which initiated the Dutch court proceedings in compliance with the provisions in Article 34. The Norwegian Appellate Court ruled against the defendant, since the service of the writ had been lawful and performed in sufficient time for the defendant to understand its contents and take necessary steps in order to avoid an in absentia judgment. Although the defendant was served only five days prior to the scheduled court hearing and four days prior to the deadline to file a response to the court,

[2]Appellate Court, Case Number LB-2020-34260.

of which only two were working days, the Norwegian Appellate Court found that the defendant nevertheless had sufficient time to do something in order to avoid an absence judgment. The Norwegian defendant, however, did nothing. Neither did the defendant make any attempts to avoid an absence judgment after the hearing had been held, even though it could have presented weighty arguments in its favour and had as much as four weeks to do so from the date of the hearing until the absence judgment was passed.

§ 56:12 Bankruptcy exception—Lugano convention

A judgment regarding recognition and enforcement of a foreign decision was passed by the Appellate Court (*Agder lagmannsrett*) on 29 September 2016. A German judgment, submitted for enforcement in Norway, dealt with a demand for the return of assets to a bankruptcy estate.

The Appellate Court concluded that the exception in article 1(2)(b) of the Lugano Convention was applicable and that the request for enforcement should be refused. Article 1, paragraph 2, letter b (bankruptcy), states that the Lugano Convention does not apply to bankruptcies and proceedings relating to the winding-up of insolvent companies.

§ 56:13 Ordre public exception

In a decision by the Supreme Court Appeal Committee,[1] the enforcement of a judgment passed by the High Court of Justice, Chancery Division, in London of 23 July 1997 was allowed. The Supreme Court Appeal Committee rejected arguments from the appellant that there had been certain procedural errors and that recognition of the judgment in Norway would contradict *ordre public*.

The position of the Appellate Court (second instance) was that recognition and enforcement of the foreign judgment would not contradict the principle of *ordre public*.[2] The Supreme Court Appeal Committee stated that the threshold for considering something to be a violation of *ordre public* is high. The appellant's view that the other party had presented the case in such a complicated manner that the appellant was not able to carry out a good defense and that the other party had not contributed to a correct presentation of the appellant's case were considered groundless.

The Supreme Court Appeal Committee held that the *ordre public* exception is a safety valve that can only be asserted when the recognition of a foreign judgment will be contradictory to fundamental legal

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[Section 56:13]

[1]Court Appeal Committee, Case Number Rt. 1999, s. 837.

[2]Lugano Convention, article 27(1).

principles or public security. The Committee did not find that the Appellate Court had been excessively strict in interpreting the *ordre public* exception.

In 2013, the Appellate Court (*Borgarting lagmannsrett*) allowed recognition and enforcement of an order from the High Court of Justice in London. The appellant claimed that the court could not allow recognition of the order as this would contradict the principle of *ordre public*. The Appellate Court declared that, while the *ordre public* exception may be asserted both against the judgment as well as the legal proceedings in the state where the judgment was passed, it cannot concern the factual contents of the judgment as such or any inconsistency between two or more judgments.

§ 56:14 Civil Dispute Act—Excerpts

Section 4-6 Agreed Venue

"(1) An action may be filed with the court agreed upon by the parties. Such an agreement may either exclude or supplement the venues provided by sections 4-3 to 4-5.

"(2) An agreement that broadens or limits the international jurisdiction of the Norwegian courts shall be made in writing.

"(3) An agreement between a consumer and a tradesperson that limits the right to bring an action beyond what is provided in sections 4-4 and 4-5 shall be made in writing. The agreement is not binding on the consumer if it was concluded before the dispute arose."

Section 19-16 Legal Force of Foreign Rulings

"(1) Civil claims that have been determined in a foreign State by way of a final and enforceable ruling passed by its courts or administrative authorities or by way of arbitration or in-court settlement, shall also be legally enforceable in Norway to the extent provided by statute or agreement with such a State.

"(2) Final and enforceable rulings on civil claims passed by a foreign court shall be final and enforceable in Norway if jurisdiction has been agreed pursuant to section 4-6 for a specific legal action or for legal actions that arise out of a particular legal relationship.

"(3) Rulings referred to in subsections (1) and (2) may not be recognized if such recognition would be contrary to mandatory laws or be offensive to the legal order.

§ 56:15 Arbitration Act—Excerpts

Section 45 Recognition and Enforcement

"An arbitral award, irrespective of the country in which it was made, shall be recognized and enforceable pursuant to this provision and Section 46.

"Recognition and enforcement of an arbitral award is dependent on a party making available the original arbitral award or a certified copy thereof. Unless the arbitral award has been made in Norwegian, Swedish, Danish, or English, the party also shall make available a certified translation thereof. Documentary proof for the existence of an agreement or other basis for arbitration may be demanded.

"Enforcement shall take place pursuant to the provisions of the Enforcement Act, unless otherwise provided by this Chapter."

Section 46 Circumstances Preventing Recognition and Enforcement

"Recognition or enforcement of an arbitral award may only be refused if

"(a) one of the parties to the arbitration agreement lacks legal capacity, or the arbitration agreement is invalid under the laws to which the parties have agreed to subject it, or, failing such agreement, under the law of the jurisdiction in which the arbitral award was made,

"(b) the party against whom the arbitral award is being invoked was not given sufficient notice of the appointment of an arbitrator or of the arbitration, or was not given an opportunity to present his views on the case,

"(c) the arbitral award falls outside the scope of the jurisdiction of the arbitral tribunal,

"(d) the composition of the arbitral tribunal was incorrect,

"(e) the arbitral procedure was contrary to the law of the place of arbitration or the agreement of the parties, and it is obvious that this may have impacted on the decision, or

"(f) the arbitral award is not yet binding on the parties, or it has been set aside, permanently or temporarily, by a court at the place of arbitration, or by a court in the jurisdiction the law of which has been applied in determining the subject matter in dispute.

"The courts shall of their own accord refuse recognition and enforcement of an arbitral award if

"(a) the dispute would not have been capable of being determined by arbitration under Norwegian law, or

"(b) recognition or enforcement of the arbitral award would be contrary to public policy (ordre public). If the reason for refusing recognition or enforcement only affects part of the award, only such part shall be refused recognition or enforcement."

Section 47 Postponement and Provision of Security

"If a legal action for setting aside an arbitral award has been brought before a court as mentioned in section 46, subsection 1,

litra f, the court may postpone the ruling on recognition and enforcement if it deems such postponement to be appropriate. The court may in such case, at the request of the party demanding recognition or enforcement, order the opposing party to provide security."

§ 56:16 Enforcement Act—Excerpts

Section 4-1 General and Special Basis for Enforcement

"Enforcement of a claim can only be requested if there is a general or a special enforcement basis for the claim and the basis for enforcement is enforceable.

"The general bases for enforcement are:

"(a) judgment or ruling by a Norwegian court, and other decisions made by a Norwegian court which have effect as a judgment or ruling or a decision which makes a ruling on a claim for compensation for legal costs,

"(b) decision of another Norwegian authority having effect as a judgment,

"(c) accepted fine for a misdemeanor pursuant to the Criminal Procedure Act, Chapter 20,

"(d) arbitration award pursuant to the Arbitration Act and decisions that are otherwise enforceable pursuant to section 39 of the Arbitration Act,

"(e) a Norwegian in-court settlement agreement or a confirmed settlement pursuant to the Arbitration Act, section 35,

"(f) decision by foreign court or other foreign authority, foreign public settlement or arbitration award which by law or agreement with a foreign state will be binding and enforceable here in the Kingdom of Norway,

"(g) decision by a foreign court that will be binding here in the Kingdom of Norway according to the Norwegian Civil Dispute Act section 19-16, second and third paragraphs,

"(h) decision by an international court or by another international authority and settlement made before such courts and authorities which, in agreement with a foreign state, may be enforced here in the Kingdom of Norway.

"Where a claim for compensation for costs incurred in proceedings is set out in a general basis for enforcement pursuant to subparagraphs (a), (b), (d) and (e) above, the basis also includes a claim for late payment interests (for such incurred costs) pursuant to the Act Relating to Interest on Overdue Payments.