

# Arbitration Procedures and Practice in Ghana: Overview

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A Q&A guide to arbitration law and practice in Ghana.

The country-specific Q&A guide provides a structured overview of the key practical issues concerning arbitration in this jurisdiction, including any mandatory provisions and default rules applicable under local law, confidentiality, local courts' willingness to assist arbitration, enforcement of awards and the available remedies, both final and interim.

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## Use of Arbitration and Recent Trends

1. How is commercial arbitration used and what are the recent trends?

### Use of Commercial Arbitration and Recent Trends

Arbitration is usually used to settle commercial disputes. With increasing globalisation, arbitration is an emerging method of settling investment and business-related disputes. Multi-national companies doing business in Ghana, state-related contracts and several corporate entities now opt for arbitration over litigation, which for many years had been the dominant dispute resolution mechanism.

Arbitration is most commonly used in the following areas:

- Energy.
- Construction.
- Labour disputes.
- Oil and gas.
- Mining.
- Insurance services.
- Intellectual property rights.

- Maritime and shipping.
- Property and land disputes.

The increased popularity of arbitration among multi-national companies is due to the greater confidentiality, privacy and speed of proceedings it offers. Small and medium-sized businesses still prefer to use litigation because of the lower short-term cost compared to the high costs of paying for the arbitral tribunal panel and the arbitration centre's administrative cost. In addition, the financial sector (notably the banking sector) prefers litigation to arbitration as an authoritative method of recovering loans from defaulting customers.

However, a party aggrieved by the Bank of Ghana's decision to revoke a licence of a bank or specialised deposit-taking institution must resort to arbitration under the Alternative Dispute Resolution Act 2010 (Act 798) (section 141, Banks and Specialized Deposit Taking Institution Act 2016 (Act 930)). In 2017, the Bank of Ghana began a clean-up of the banking sector, which resulted in the revocation of the licences of a number of banks and specialised deposit taking institutions. This led to an increase in the use of arbitration in the banking sector.

### **Advantages/Disadvantages**

The advantages of arbitration compared to court litigation and other forms of dispute resolution are:

- Expertise of the arbitral tribunal.
- Speed.
- Privacy of proceedings.
- Finality of decision.
- Procedural informality.
- Low cost.

The disadvantages of arbitration compared to court litigation and other forms of dispute resolution are:

- Cost associated with venue and fees of tribunal.
- The need to invoke the court's assistance for enforcement.
- Limited powers of the arbitral tribunal for interim orders.
- Lack of knowledge in arbitration advocacy by lawyers.

## **Legislative Framework**

### **Applicable Legislation**

2. What legislation applies to arbitration? To what extent has your jurisdiction adopted the UNCITRAL Model Law on International Commercial Arbitration 1985 (UNCITRAL Model Law)?

Act 798 governs arbitration in Ghana and it reflects several provisions of the UNCITRAL Model Law, but has modified it in certain respects:

- Act 798 introduces the concept of amiable composition. By submitting to amiable composition, the parties accept that their disputes are not exclusively resolved on the basis of the rules of the applicable substantive law, but also equity or what the arbitrator believes to be just and fair. Article 28(3) of the UNCITRAL Model Law acknowledges this concept if the parties agree, and authorises the tribunal accordingly. Act 798 has gone beyond the UNCITRAL Model Law provision by vesting power in the tribunal, with or without the parties' agreement, but within the scope of the arbitration agreement, to grant any relief that the arbitrator considers just and equitable.
- Unlike the UNCITRAL Model Law there is no provision that limits the intrusiveness of the courts in arbitration. Act 798 gives expansive powers to the court to intervene at certain points in the arbitral process.
- Act 798 provides that where a dispute is submitted to arbitration, the parties and arbitrators determine the procedures and rules to be used. This is unlike the UNCITRAL Model Law, which simply states that the parties are free to decide procedure.
- Act 798 gives the arbitral tribunal powers to subpoena a witness, which is not provided for under the UNCITRAL Model Law. This is important to ensure that the dispute is efficiently and effectively resolved.
- Act 798 limits the recognition and enforcement of arbitral awards to awards made in countries that have a reciprocal arrangement with Ghana on enforcement of arbitral awards, or countries that are parties to the New York Convention or any other international convention on arbitration ratified by Ghana's Parliament. This is unlike the UNCITRAL Model Law, which recognises and enforces foreign arbitral awards irrespective of the countries in which they were made (Article 35 (1), Model Law).

## Mandatory Legislative Provisions

3. Are there any mandatory legislative provisions? What is their effect?

Act 798 gives parties to an arbitration agreement autonomy to determine rules and procedure. However, there are a few mandatory provisions:

- Section 2(3) of Act 798 requires that an arbitration agreement be in writing.
- Section 3(1) of Act 798 ensures that an arbitration agreement that forms or is intended to form part of another agreement, is not regarded as invalid, non-existent or ineffective because that other agreement is invalid, did not come into existence or has become ineffective. The arbitration agreement for this purpose is treated as a distinct agreement.
- Section 12(5) of Act 798 requires a person appointed as an arbitrator to disclose to the parties or appointing authority any information likely to affect the neutrality of the arbitration before the acceptance of appointment.

4. Does the law prohibit any types of dispute from being resolved through arbitration?

Matters related to the following cannot be referred to arbitration:

- National or public interest.
- Environment.
- Enforcement and interpretation of the constitution.
- Any other matter that cannot be settled by arbitration.

## Limitation

5. Does the law of limitation apply to arbitration proceedings?

The Limitation Act 1972 (NRCD 54) applies to proceedings under arbitration as well as litigation. However, it does not apply to an arbitration for which a limitation period is fixed by another enactment or law.

The following limitation periods apply:

- Actions barred after two years:
  - recovery of contribution against one or more concurrent wrongdoers;
  - recovery of a penalty or forfeiture or a sum by way of penalty or forfeiture.

- Actions barred after six years:
  - simple contract;
  - quasi-contract;
  - enforcing a recognisance;
  - enforcing an arbitral award;
  - recovering any sum recoverable by virtue of any enactment.
  
- Actions barred after 12 years:
  - an action on an instrument under seal;
  - enforcing an arbitral award where the arbitration agreement is under seal;
  - recovery of a sum due to a registered company by any member of the company under the company's regulations;
  - actions founded on recovery of possession of immovable property and title to land.

The limitation period is triggered from the date on which the cause of action accrued.

Where the High Court orders that an award be set aside or that the arbitration ceases to have effect, it can further order that the period between the start of the arbitration and the date of this order is excluded when calculating whether the limitation period has expired (section 29, Limitation Act).

## Arbitration Institutions

6. Which arbitration institutions are commonly used to resolve large commercial disputes?

The arbitration institutions that parties doing business in Ghana most commonly specify in contracts that have an international component are the:

- London Court of International Arbitration.
- International Chamber of Commerce (ICC) International Court of Arbitration, Paris.
- Permanent Court of Arbitration, The Hague.
- Kigali International Arbitration Centre, Rwanda.
- *Ghana Arbitration Centre.*

- [Ghana ADR Hub](#).

The arbitration institutions that commonly administer international arbitrations seated in Ghana are:

- [Ghana Arbitration Centre](#).
- [Ghana ADR Hub](#).

In addition, the [Marian Conflict Resolution Centre](#) can be used for negotiation, mediation and arbitration. The [Ghana Association of Certified Mediators and Arbitrators](#) is also useful.

## Jurisdictional Issues

7. What remedies are available where one party denies that the tribunal has jurisdiction to determine the dispute(s)? Does your jurisdiction recognise the concept of kompetenz-kompetenz? Does the tribunal or the local court determine issues of jurisdiction?

Act 798 recognises the concept of kompetenz-kompetenz. Therefore, the arbitral tribunal can examine and decide in the first instance any objection to their jurisdiction. However, recourse to the courts is usually provided to review the arbitrators' ruling on competence or at the stage of setting aside the award (sections 24 to 26, Act 798).

## Arbitration Agreements

### Validity Requirements

8. What are the requirements for an arbitration agreement to be enforceable?

### Substantive/Formal Requirements

The following requirements must be satisfied:

- Parties' consent.
- Parties must have legal capacity.

- The agreement must be in writing.
- The subject matter must be arbitrable.

## Separate Arbitration Agreement

A provision to submit to arbitration can be in the form of:

- An arbitration clause in the agreement.
- A separate agreement.
- Any other modern electronic means of communication.
- An exchange of pleadings where an assertion of an arbitration agreement is not denied.

An arbitration clause can be incorporated into a contract by reference to another document, e-mails, telex, text messages, WhatsApp and undisputed pleadings.

## Unilateral or Optional Clauses

9. Are unilateral or optional clauses, where one party has the right to choose arbitration, enforceable?

Both parties must agree in writing to resolve a dispute by arbitration (Act 798). Therefore, unilateral or optional arbitration clauses are not enforceable.

## Third Parties

10. In what circumstances can a party that is not a party to an arbitration agreement be joined to the arbitration proceedings?

Act 798 is silent on whether a party who is not a party to an arbitration agreement can be joined to arbitration proceedings. Since Act 798 provides that only parties to an arbitration agreement can resolve their dispute by arbitration, it implies that a party who is not a party to the arbitration agreement cannot generally be joined to the proceedings. However, an exchange of

e-mail or other electronic means of communication in which a third person agrees to be part of or bound by the arbitration agreement, is sufficient to join that person to the proceedings (section 2, Act 798).

11. In what circumstances can a party that is not a party to an arbitration agreement compel a party to the arbitration agreement to arbitrate disputes under the arbitration agreement?

A person who is not a party to an arbitration agreement (third person) can compel a party to the arbitration agreement to arbitrate if either:

- The underlying contract or the arbitration agreement confers on the third person a right to compel arbitration (section 5(1), Contracts Act, 1960 (Act 25)).
- The third person communicates by e-mail or other electronic means of communication to the parties to the arbitration agreement, and the parties consent to the third person's inclusion in the arbitration agreement.
- In a pleading, the third person asserts their inclusion in the arbitration agreement, and the other parties do not deny the assertion.

## Separability

12. Does the applicable law recognise the separability of arbitration agreements?

The ADR Act recognises separability of arbitration agreements. An arbitration agreement that forms part of another agreement is not regarded as invalid because the other agreement is invalid (section 3, Act 798).

## Breach of an Arbitration Agreement

13. What remedies are available where a party starts court proceedings in breach of an arbitration agreement or initiates arbitration in breach of a valid jurisdiction clause?



## Court Proceedings in Breach of an Arbitration Agreement

Where there is an arbitration agreement and a party commences an action in court, the other party can, on notice to the party who commenced the action, apply to the court to refer the action (or a part of the action to which the arbitration agreement relates) to arbitration (sections 6(1) and 7(5), Act 798). If the court realises that an action is the subject of an arbitration agreement, the court must stay proceedings and refer the parties to arbitration.

In these circumstances, where the other party files a defence to an action commenced in court in breach of the arbitration agreement, that party waives their right to refer the matter to arbitration (*Desimone v Olam Ghana Ltd. (J4/03/2018)*).

## Arbitration in Breach of a Valid Jurisdiction Clause

Where a party initiates arbitration in breach of a valid jurisdiction clause, the other party must object to the arbitrator's jurisdiction before commencing proceedings to contest the case on its merit (sections 24 to 26, Act 798). The arbitrator must rule on the question of jurisdiction. However, a party dissatisfied with the arbitrator's ruling can, on notice to the arbitrator and the other party, apply to the High Court for a determination of the arbitrator's ruling.

14. Will the local courts grant an injunction to restrain proceedings started overseas in breach of an arbitration agreement?

The local courts cannot grant an injunction in overseas proceedings.

## Arbitrators

### Number and Qualifications/Characteristics

15. Are there any legal requirements relating to the number, qualifications and characteristics of arbitrators? Must an arbitrator be a national of, or licensed to practice in your jurisdiction to serve as an arbitrator there?

Parties can agree on the qualification, number and characteristics of the arbitrator(s) (sections 12 and 13, Act 798). If the parties are unable to determine the number of arbitrators, Act 798 prescribes three arbitrators. An arbitrator need not be a national of or licensed to practise in Ghana to serve as an arbitrator.

### Independence/Impartiality

16. Are there any requirements relating to arbitrators' independence and/or impartiality?

Where a person is asked to be an arbitrator, that person must disclose in writing any circumstances likely to give reasonable cause to doubt their independence or impartiality (section 15, Act 798).

## **Appointment/Removal**

17. Does the law contain default provisions relating to the appointment and/or removal of arbitrators?

## **Appointment of Arbitrators**

The parties can agree on a procedure for appointing an arbitrator where the arbitration agreement does not provide for such a procedure (section 14, Act 798).

Where the parties fail to agree on a procedure for appointment of an arbitrator and the arbitration agreement does not provide for settling of this disagreement, each party must appoint one arbitrator. The two appointed arbitrators must then appoint a third arbitrator, who is the chairperson (Act 798).

## **Removal of Arbitrators**

The parties can agree on the circumstances in which an arbitrator can be removed or their appointment revoked (section 17, Act 798). Unless the parties have agreed on the circumstances for revocation, the arbitrator's authority terminates if the:

- Arbitrator withdraws from office.
- Parties terminate the agreement in writing.
- Arbitrator fails to sit within a reasonable time.
- Arbitrator dies (section 20, Act 798).

## **Procedure**

## **Commencement of Arbitral Proceedings**

18. Does the law provide default rules governing the commencement of arbitral proceedings?

Unless the parties decide otherwise, an arbitrator must hold a case management conference with the parties, both:

- Within 14 days after being appointed.
- Having given the parties seven days' written notice.

(Section 29, Act 798.)

The arbitrator's decision at the management conference should be in writing and served on the parties.

## **Applicable Rules and Powers**

19. What procedural rules are arbitrators bound by? Can the parties determine the procedural rules that apply?  
Does the law provide any default rules governing procedure?

## **Applicable Procedural Rules**

Parties to an arbitration, along with the arbitrator, determine the procedural rules at the arbitration management conference stage (section 29, Act 798).

### **Default Rules**

An arbitrator must be fair and impartial to the parties, and give each party the opportunity to present its case (section 31, Act 798). The arbitrator must:

- Conduct the arbitration in a manner that the arbitrator considers appropriate.
- Avoid unnecessary delay and expense.
- Adopt measures that will expedite resolution of the dispute.

Further, subject to the parties' right to agree on procedural matters, the arbitrator decides on matters of procedure and evidence.

## Evidence and Disclosure

20. If there is no express agreement, can the arbitrator order disclosure of documents and attendance of witnesses (factual or expert)?

The arbitrator can rule on matters of procedure and evidence (section 31(3) and (4), Act 798). Matters of procedure and evidence include the documents to be provided by the parties. By virtue of this provision, the arbitrator can compel a party to disclose documents.

The arbitrator can subpoena a witness of its own volition or at a party's request (section 31 (9), Act 798). Therefore, a non-party can be compelled to appear at the hearing to render testimony and produce evidence such as documents for use in the arbitration.

## Evidence

21. What documents must the parties disclose to the other parties and/or the arbitrator? How, in practice, does the scope of disclosure in arbitrations compare with disclosure in domestic court litigation? Can the parties set the rules on disclosure by agreement?

## Scope of Disclosure

The parties can submit their statements along with any documents considered relevant to the proceedings, or provide references to other documents or other evidence intended for production at the proceedings (section 33, Act 798).

In litigation, 14 days after the close of pleadings, a party must make and file for service on the other party a list of documents which are or have been in that party's possession, custody or power relating to any matter in question between them in an action. The party who serves the list of documents must state a specified place and the time within seven days after service when the other party can inspect and take copies of the documents, other than any of those to which the party objects to produce.

## Validity of Parties' Agreement as to Rules of Disclosure

The parties can agree on the rules of disclosure. However, where the parties do not agree, the arbitrator decides on these matters.

## Confidentiality

22. Is arbitration confidential? If so, what is the scope of that confidentiality and who is subject to the obligation (parties, arbitrators, institutions and so on)?

Arbitration is confidential in Ghana. The requirement for confidentiality binds the parties, arbitrators and centres or institutions. Further, except as provided by law or agreed by the parties, the arbitrator has a duty to ensure the confidentiality of the arbitration (section 34(5), Act 798).

## Courts and Arbitration

23. Will the local courts intervene to assist arbitration proceedings seated in their jurisdiction?

Local courts can intervene to assist in arbitral proceedings. Unless otherwise agreed by the parties, the court has power in relation to arbitral proceedings to make orders relating to the following:

- Taking of evidence of witnesses.
- Preservation of evidence.
- Determination of any question or issue affecting property rights that are the subject of the proceedings.
- Sale of goods that are the subject matter of the proceedings
- Granting interim injunctions or appointing a receiver.
- Determining preliminary points of law.

(Section 39, Act 798.)

Arbitration-related applications must be made to the High Court of Ghana, Commercial Division.

24. What is the risk of a local court intervening to frustrate an arbitration seated in its jurisdiction? Can a party delay proceedings by frequent court applications?

## Risk of Court Intervention

There is a low risk of courts intervening to frustrate arbitration proceedings. The local courts are respectful of and recognise the arbitral tribunal's jurisdiction. The courts only intervene in limited situations, unless otherwise provided by the Act 798 or agreed by all parties to the arbitration.

## Delaying Proceedings

If there is no prior agreement between the parties on procedure, it is likely that a party can attempt to delay proceedings by frequent court applications. For example, a party who wishes to delay proceedings can raise a jurisdictional issue under section 24 of Act 798. The application is made to the arbitral tribunal and where a party is dissatisfied with the arbitrator's ruling on jurisdiction, that party can apply to the High Court for a determination of the arbitrator's jurisdiction. The party with leave of the court can appeal against the High Court's ruling to the Court of Appeal in a bid to delay proceedings.

## Insolvency

25. What is the effect on the arbitration of pending insolvency of one or more of the parties to the arbitration?

The Act 798 is silent on the effect on the arbitration of pending insolvency of a party to the arbitration. Act 798 preserves the sacrosanct nature of arbitration agreements founded on privity of contract and party autonomy. However, on the commencement of a winding-up, no action or civil proceedings against the company (other than proceedings by a secured creditor for the realisation of a security) can be commenced without the court's leave and subject to any terms the court imposes (Corporate Insolvency and Restructuring Act, 2020 (Act 1015)).

The Act 1015 further provides that on the commencement of winding-up proceedings against a company, civil proceedings against the company must be stayed.

The debate relates to whether arbitration constitutes "proceedings" as contemplated by Act 1015. The courts' role is to promote the spirit, purpose and objects of an Act of Parliament. Where a provision is capable of more than one meaning, the meaning which best promotes the spirit, purpose and objects of the Act of Parliament must be opted for. During insolvency proceedings, the:

- Company's directors and management are in charge of affairs to defend or prosecute in arbitral proceedings.
- Liquidator is in charge of legal proceedings.

Arbitration is a private judicial hearing, but its outcome binds the parties. It appears that the term "proceedings" in Act 1015 must be given a broader meaning to include legal and quasi-legal matters such as arbitration. The court's leave must therefore be sought before starting or continuing with arbitral proceedings. The suspension of legal or arbitral proceedings against an insolvent company will not prejudice the prospective claimant, as Act 1015 provides the opportunity for debts to be proved and for various meetings with creditors to settle outstanding claims.

## Remedies

26. What interim remedies are available from the tribunal?

### Interim Remedies

An arbitrator can, at the request of a party, grant any interim relief the arbitrator considers necessary for the protection or preservation of property (section 38, Act 798).

### Ex Parte/Without Notice Applications

Act 798 is silent on whether an ex parte application for interim relief can be made. However, as the parties set the procedural rules at the management conference, they usually agree on the procedure to be adopted in these situations. However, in general, unless the parties agree otherwise a tribunal must always give notice to and hear the other side before granting interim relief.

### Security

The arbitrator can award security for costs (section 38 (2) and (3), Act 798).

27. What final remedies are available from the tribunal?

The arbitrator can, within the scope of the arbitration agreement, grant any relief that the arbitrator considers just and equitable, including specific performance (section 50, Act 798). This can also include declaratory reliefs, damages, injunctions, costs and interest.

## Appeals

28. Can arbitration proceedings and awards be appealed or challenged in the local courts? What are the grounds and procedure? Can the parties waive any rights of appeal or challenge to an award by agreement before the dispute arises (such as in the arbitral clause itself)?

## **Rights of Appeal/Challenge**

Arbitral awards are final and binding (section 52, Act 798). They cannot be appealed. They can only be set aside on very limited grounds.

## **Grounds and Procedure**

The High Court can set aside the award only where it is satisfied that:

- A party to the arbitration was under some disability or incapacity.
- The law applicable to the arbitration agreement is not valid.
- The applicant was not given notice of the appointment of the arbitrator or of the proceedings, or was unable to present its case.
- The award deals with a dispute not within the scope of the arbitration agreement or outside the agreement.
- The parties have failed to conform to the agreed procedure.
- The arbitrator has an interest in the subject matter of the arbitration, which the arbitrator failed to disclose.
- The dispute is incapable of being settled by arbitration.
- The arbitral award was induced by fraud or corruption.

(Section 58, Act 798.)

An application to set aside the award must be made within three months from when the applicant received the award, unless the court for justifiable reasons orders otherwise.

## **Waiving Rights of Appeal**

Act 798 does not authorise parties to waive any rights of appeal or challenge to an award by agreement before the dispute arises.

29. What is the limitation period applicable to actions to vacate or challenge an international arbitration award rendered inside your jurisdiction?



Act 798 does not state the limitation period to vacate or challenge an international arbitration award. The limitation period is therefore the three-month limitation period that applies to all other awards under Act 798. A party to an international arbitration seeking to challenge or vacate an award in Ghana must be familiar with Ghanaian provisions and comply with them.

## Costs

30. What legal fee structures can be used? Are fees fixed by law?

Legal fees are governed by the Ghana Bar Association Scale of Fees. The scale of fees provides for:

- Fixed fees.
- Fixed fees plus success fee.
- Hourly fees.
- Hourly fees plus success fees.
- Fixed fee for part of the work and hourly fees for the other half.

The following are subject to negotiations between counsel and client:

- Hourly billing:
  - senior counsel (ten plus years): USD500 to USD1,000 maximum;
  - counsel (five to nine years): USD375 to USD750 maximum;
  - junior counsel (under five years): USD250 to USD500 maximum.
- Brief fees in the High Court and arbitration for certain commercial claims:
  - maritime and aviation litigation: USD30,000 to USD70,000 or hourly rates if the hourly rates involved exceed USD70,000;
  - debt recovery claims: 10% to 25% of the amount being claimed;
  - insurance litigation: 15% to 25% of claim or hourly rates apply if the hourly rates involved exceed 25% of the claim.

Third party funding is not typically used and there are no active third party funders in the market. Contingency fees (also known as success fees) are legal and frequently used in debt recovery claims.

31. Does the unsuccessful party have to pay the successful party's costs? How does the tribunal usually calculate any costs award and what factors does it consider?

## **Cost Allocation**

The parties must agree on several issues, including costs and the arbitrator's fees, during the arbitration management conference (Act 798). In practice, tribunals award all costs expended by the successful party, including legal costs, unless the successful party contributed negatively to the arbitral proceedings and with diligence could have averted the hearing.

## **Cost Calculation**

The mode of calculation depends on the parties' agreement at the arbitration management conference. However, the arbitrator must assess the arbitration fees, expenses and compensation in the award (section 51, Act 798).

## **Factors Considered**

In assessing the amount of costs to be awarded to any party, the tribunal considers:

- The amount of expenses (including travel expenses) reasonably incurred by that party or that party's lawyer, or both, in relation to the proceeding.
- The amount of administrative fees paid by that party or that party's lawyer in relation to the proceedings.

## **Enforcement of an Award**

### **Domestic Awards**

32. To what extent is an arbitration award made in your jurisdiction enforceable in the local courts?

An arbitral award is enforced in the same manner as a judgment of the High Court, subject to leave of that court (section 57, Act 798). When leave is granted, judgment can be entered in respect of the award. However, leave to enforce an award is not given where the person against whom the award is sought shows that the arbitrator lacked substantive jurisdiction to make the award.

Enforcement proceedings must be brought in the High Court.

## Foreign Awards

33. Is your jurisdiction party to international treaties relating to recognition and enforcement of foreign arbitration awards, such as the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (New York Convention)?

Ghana is party to the New York Convention, which it acceded to in 1968. Act 798 provides for enforcement of foreign awards under the New York Convention. The convention is attached as the first schedule to Act 798.

34. To what extent is a foreign arbitration award enforceable?

The High Court can enforce a foreign arbitral award if it is satisfied that both of the following apply:

- Either:
  - the award was made by a competent authority under the laws of the country in which the award was made, and a reciprocal arrangement exists between the Republic of Ghana and the country in which the award was made; or
  - the award was made under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (New York Convention) or under any other international convention on arbitration ratified by the Ghanaian parliament.
- There is no appeal pending against the award in any court under the law applicable to the arbitration.

(Section 59, Act 798.)

The party seeking to enforce the award must produce to the court the original award or an authenticated copy. It must also produce the agreement under which the agreement was made or an authenticated copy. If the award is not in English, the applicant must produce a true translation of that document in English.

The court will not enforce a foreign award if:

- The award has been annulled in the country in which it was made.

- The party against whom the award is made was not given sufficient notice to present its case.
- A party lacking legal capacity was not properly represented.
- The award does not deal with issues submitted to arbitration.
- The award contains a decision beyond the scope of the matter submitted to arbitration.

Awards from the UK and US can be enforced in Ghana by virtue of the New York Convention (see [Question 33](#)).

35. What is the limitation period applicable to actions to enforce international arbitration awards rendered outside your jurisdiction?

The limitation period applicable to actions to enforce arbitration awards rendered outside Ghana is:

- Six years for simple contracts and debt awards.
- 12 years for awards where the arbitration agreement is under seal.

(NRCD 54.)

## Length of Enforcement Proceedings

36. How long do enforcement proceedings in the local court take, from the date of filing the application to the date when the first instance court makes its final order? Is there an expedited procedure?

There is no set time frame for enforcement proceedings in the local court. Essentially, enforcement should not take more than six weeks. However, in practice, this time frame is affected by adjournments and other unforeseen circumstances that can cause delays. Further, execution of the award following the High Court's grant of leave to enforce can take months or years, depending on the nature of the award. The timelines for enforcement do not differ between foreign and domestic awards.

## Reform

37. Are any changes to the law currently under consideration or being proposed?

There are no changes to the law under consideration.

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#### Publications

- *Thomson Reuters, Practical Law Dispute Resolution Global Guide 2016 to 2020.*
- *Thomson Reuters, Practical Law Arbitration Global Guide 2017 to 2021.*
- *Global Legal Insights, Corporate Tax: 2018, Sixth Edition and 2019, Seventh Edition.*
- *Legal Directory-Global Law Experts.*

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- **Publications**
- *International Bar Association, African Regional Forum Newsletter, December 2018.*
- *Thomson Reuters, Practical Law Dispute Resolution Global Guide 2020.*
- *Thomson Reuters, Practical Law Arbitration Global Guide 2020.*

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