

Enforcement of New York Judgments in Côte d'Ivoire: Insights from a Recent Decision of the Abidjan Commercial Court



(AI-generated picture)

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I. Introduction

The recognition and enforcement of foreign judgments in Francophone African countries remains a largely underexplored subject in the literature, including in French-language scholarship. The laws of many countries have not yet been systematically analysed from a comparative perspective, and in several jurisdictions access to even the most basic information is itself a considerable challenge. This note aims to raise awareness of African private international law,

in particular in Francophone Sub-Saharan African countries. The case discussed here concerns the enforcement of a New York judgment in Côte d'Ivoire. It provides an opportunity to present the Ivorian system of recognition and enforcement of foreign judgments and to examine some of the key issues addressed by the Ivorian court.

II. Facts and Procedural Developments

The case involved a dispute between X (an American company) and Y (an Ivorian company). The American company sought the enforcement in Côte d'Ivoire of a U.S. judgment rendered by the New York Supreme Court, ordering Y to pay a certain sum of money. To that end, X brought an action before the Abidjan Commercial Court.

In support of its application, X argued that the foreign judgment satisfied the legal requirements for enforcement under Ivorian law, in particular that:

- the foreign judgment was rendered by a court having jurisdiction under New York law;
- the decision had become final and irrevocable (*passée en force de chose jugée*), as evidenced by a certificate of non-appeal;
- the dispute arose from the non-performance of a commercial contract and did not fall within the exclusive jurisdiction of Ivorian courts;
- reciprocity was established, since Ivorian judgments may be enforced in the United States, on the ground that both the United States and Côte d'Ivoire are contracting states to the 1993 HCCH Adoption Convention.

By an interlocutory default judgment (*jugement de défaut avant dire droit*) dated 6 June 2024, the Court invited X to supplement its application, finding in particular that

- it had not been established that the laws of the State of New York provide that a mere certificate of non-appeal is sufficient to render a judgment enforceable;
- given that service of the foreign judgment on Y had been effected by electronic means, it had not been demonstrated that, under New York

law, service of a judgment may validly be effected by electronic mail.

Subsequently, X brought a new action, this time against the Public Prosecutor attached to the Abidjan Court of First Instance, seeking enforcement of the same foreign judgment.

By an interlocutory civil judgment rendered after adversarial proceedings (*jugement contradictoire avant dire droit*) dated 30 October 2025, the Abidjan Commercial Court again invited X to submit:

- the complete original judgment in English, together with a French translation prepared by a sworn translator; and
- evidence that the foreign judgment had become final and binding and that it had been duly served on the judgment debtor.

X was also invited to summon Y to join the proceedings by way of compulsory intervention (*intervention forcée*).

X complied with the Court's requests. Following Y's intervention, Y contested the enforcement of the American judgment, arguing *inter alia* that reciprocity was not established with the United States. In response, X contended that a convention existed between the two countries, arguably referring to the 1993 HCCH Adoption Convention.

III. Ruling

By a judgment rendered after adversarial proceedings (*jugement contradictoire*) dated 15 January 2026, the Abidjan Commercial Court declared the American judgment enforceable in Côte d'Ivoire, ruling as follows (summary).

First, the Court recalled the legal regime governing the enforcement of foreign judgments in Côte d'Ivoire, referring to the relevant statutory provisions (see below, Comment).

Applying this framework to the case at hand, the Court found, upon examination of all the documents in the case file, that:

- Y had been duly notified of the existence of the proceedings conducted in

- the United States that resulted in the judgment at issue;
- the time limits for lodging an appeal had expired; and
- no element in the case file established that judgments rendered in Côte d'Ivoire could not be enforced in the United States.

IV. Comments

1. Applicable framework

The enforcement (*exequatur*) of foreign judgments in Côte d'Ivoire is governed by Articles 345 to 350 of the 1972 Code of Civil, Commercial and Administrative Procedure (CCCAP), which establishes the legal framework under which foreign judgments may be declared enforceable in Côte d'Ivoire. The applicable provisions may be succinctly summarized as follows:

Article 345 lays down the principle that foreign judgments have no legal effect in Côte d'Ivoire unless they are declared enforceable by an *exequatur* decision.

Article 346 determines both the nature of the *exequatur* procedure and the court having jurisdiction to hear applications for enforcement.

Articles 347 and 348 set out the conditions that must be satisfied for a foreign judgment to be declared enforceable in Côte d'Ivoire.

Article 347 specifies the substantive and procedural requirements, which include in particular that:

- the foreign judgment was rendered by a court having jurisdiction under the law of the State of origin;
- it has become final and enforceable under that law;
- it was rendered in proceedings in which the defendant was properly summoned and afforded an opportunity to present a defence;
- the dispute does not fall within the exclusive jurisdiction of Ivorian courts;
- the foreign judgment does not conflict with a prior final judgment rendered by an Ivorian court between the same parties concerning the same cause and object; and

- its does not violate Ivorian public policy.

Article 348 adds reciprocity as an additional requirement, providing that foreign judgments may be enforced in Côte d'Ivoire only if judgments rendered in Côte d'Ivoire may likewise be enforced in the State of origin.

Finally, decisions granting or refusing exequatur are subject to the ordinary remedies available under domestic law (Article 349), and, once declared enforceable, foreign judgments are executed in Côte d'Ivoire in accordance with Ivorian law (Article 350).

2. Significance of the case

The case discussed here provides several significant insights into the manner in which foreign judgments may be enforced in Côte d'Ivoire.

Two are of particular relevance.

a) Exclusive jurisdiction.

First, contrary to what is often asserted in the literature, Ivorian courts do not necessarily claim exclusive jurisdiction in disputes involving Ivorian nationals. In this respect, it is commonly submitted that Articles 14 and 15 of the Ivorian Civil Code, inherited from the French Civil Code, have traditionally been interpreted as conferring exclusive jurisdiction on Ivorian courts. Accordingly, the exclusive character of Articles 14 and 15 of the Ivorian Civil Code would prevent the enforcement of foreign judgments rendered against Ivorian defendants.

Interestingly, the present case shows that the Ivorian nationality of the judgment debtor neither prevented the enforcement of the American judgment on grounds of exclusive jurisdiction nor gave rise to any argument to that effect by the parties.

b) Reciprocity

The second concerns the reciprocity requirement and its operation in Côte d'Ivoire.

The commented case is consistent with the available judicial practice, according to which the following elements may be identified:

i) Enforcement does not depend on the existence of a treaty between Côte d'Ivoire and the rendering State. Accordingly, the absence of a treaty does not lead to the refusal of enforcement of foreign judgments in Côte d'Ivoire. Several cases, including the one presented here, show that even in the absence of a treaty, foreign judgments have been declared enforceable.

ii) Reciprocity requires a showing that judgments rendered in Côte d'Ivoire may be enforced in the rendering State. This does not depend on demonstrating that the courts of the State of origin have in fact enforced an Ivorian judgment (*de facto* reciprocity). Available case law, however, shows that the party seeking enforcement sometimes submits such decisions as evidence to establish reciprocity.

In the present case, interestingly, the American company argued that a treaty exists between Côte d'Ivoire and the United States, referring to the HCCH 1993 Adoption Convention. This argument is not really convincing for two reasons: (i) reliance on the Convention is misplaced given its limited scope, which is confined to adoption matters; and (ii) even assuming that the Convention were applicable, it does not address the enforcement of adoption decisions as such, but instead it focuses on recognition.

Despite the parties' arguments concerning the relevance of the existence of a treaty for the purpose of establishing reciprocity, the Abidjan Commercial Court merely held that no element in the case file shows that Ivorian judgments could not be declared enforceable in the United States. While the Court adopted a relatively liberal approach, it must be acknowledged that its position is not entirely clear. In particular, it remains uncertain whether the Court sought to treat a federal State such as the United States, which is composed of autonomous legal units with their own legal and judicial systems, as a unified legal system. In line with the Court's position, one may wonder whether, for the purpose of challenging reciprocity, it would be sufficient to show that an Ivorian judgment

was denied enforcement in a particular U.S. state, given that some states do require reciprocity, albeit as a discretionary ground for refusing enforcement. In any event, the available judicial practice, together with the present case, suggests that, despite certain remaining uncertainties (including, *inter alia*, the question of burden of proof), reciprocity does not appear to constitute a serious practical hurdle in Côte d'Ivoire.