ENFORCEMENT OF ARBITRAL AWARDS UNDER THE ARBITRATION AND MEDIATION ACT 2023: HAS NIGERIA ADOPTED A TRULY PRO-ENFORCEMENT REGIME?

Abstract
The enactment of the Arbitration and Mediation Act 2023 represents a watershed in Nigeria's arbitration landscape, replacing the outdated Arbitration and Conciliation Act and aligning domestic arbitration law with international best practices. Central to this reform is the enforcement of arbitral awards, which constitutes the backbone of arbitration's effectiveness as a dispute resolution mechanism. This article critically evaluates the enforcement regime for arbitral awards under the Arbitration and Mediation Act 2023 (AMA 2023) of Nigeria. The enforcement of arbitral awards both domestic and foreign is central to the utility and credibility of arbitration as an alternative dispute resolution mechanism. By aligning domestic law with the UNCITRAL Model Law and incorporating the New York Convention 1958, the AMA 2023 evidences a legislative policy aimed at limiting judicial intervention and promoting enforceability. This article further examines the key statutory provisions of sections 57-60, judicial interpretation of enforcement principles, and procedural mechanisms for enforcement. It argues that while the AMA 2023 advances a pro-enforcement framework, residual doctrinal ambiguities especially concerning the elasticity of public policy, inefficiencies and procedural delays may still continue to pose challenges to the realization of a fully effective enforcement regime. Finally, the article concludes that although the Act marks significant progress, Nigeria's enforcement regime is only conditionally pro-enforcement, requiring further judicial and institutional reforms. Therefore, recommendations are made for judicial training, narrowed interpretation of public policy and procedural enhancements to ensure that enforcement practice aligns with legislative intent and international best practice.

Keywords: Enforcement of Arbitral Awards, Arbitration and Mediation Act 2023, Public Policy, UNCITRAL Model Law, New York Convention, Nigeria

1. Introduction

Arbitration has emerged as a preferred mechanism for resolving commercial disputes, particularly in cross-border transactions, due to its flexibility, neutrality, and finality.[1] Arbitration also as an alternative dispute resolution mechanism derives its utility from the twin assurances of finality and enforceability.[2] The award issued by an arbitral tribunal is intended to be final and binding; yet the true value of arbitration hinges on the enforceability of that award through national courts.[3] Historically, Nigeria, as Africa's largest economy, has long sought to position itself as a regional arbitration hub. However, enforcement challenges under the erstwhile Arbitration and Conciliation Act of 1988 (subsequently codified as Cap A18, Laws of the Federation of Nigeria, 2004) included court delays, doctrinal uncertainties on public policy, and excessive and frequent judicial review of arbitral awards on substantive grounds and inconsistencies in judicial interpretation.[4]

The enactment of Arbitration and Mediation Act 2023 represents a concerted legislative effort to modernize Nigeria's arbitration regime, substituting a fragmented statutory landscape with a more unified law, reflective of international norms.[5] Central to this effort are provisions governing the recognition, enforcement and refusal of arbitral awards found in sections 57 and 58 of the AMA 2023. The pivotal question for arbitration scholarship and practice is whether this statutory repositioning amounts to a genuinely pro-enforcement regime?

This article argues that while the AMA 2023 significantly advances Nigeria's arbitration framework by aligning with global standards and structural, the doctrinal challenges persist, particularly in relation to judicial discretion and public policy exceptions.

2. Conceptual Framework

Recognition and Enforcement

Generally, an arbitral award is the final determination of a dispute by an arbitral tribunal. It is binding on the parties and is intended to be final, subject only to limited grounds for challenge. Thus, in international arbitration law, recognition and enforcement have distinct legal meanings yet complementary concepts. Recognition is a court's acknowledgement that an arbitral award is valid, binding and final, effectively giving it a protective shield that such dispute cannot be re-litigated by the same parties. Whereas enforcement is the process through which a recognized arbitral award is transformed into a binding judgment or order of a Court, enabling the winning party to compel compliance, with failure to do so possibly leading to contempt of court.[6] Both steps are integral, although enforcement is the practical mechanism that gives effect to the award's rulings. The AMA 2023 explicitly recognizes this distinction, bringing Nigerian law into

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[1] Arbitration and Mediation Act 2023, (Nigeria) SS. 1(2), 31(1), 7(1), 57(1), 56,
[2] Ibid, ss 47 (1), 57
[3] Ibid, s 57
[4] Repealed Arbitration and Conciliation Act (Cap A18) per amendment history
[5] UNCITRAL Model Law (2006)
[6] Federal High Court Civil Procedure Rules (2019) Order 52, Rules 16–17 (procedural requirements for enforcement applications)

conformity with global norms. Thus, in *Emerald Energy Resources Ltd. v Signet Advisors Ltd,*[7] where the Court of Appeal reaffirmed that arbitral awards have the force of judgment once properly rendered and that enforcement applications should not amount to merits review by the court. This is one of the most important appellate authorities in contemporary enforcement practice in Nigeria and it's also very useful under the doctrine of finality and recognition of awards

Importance of Enforcement of Awards in Nigeria

The enforcement of arbitral awards in Nigeria is critical because it bridges the gap between a theoretical decision and practical justice, ensuring that commercial disputes are resolved with finality, speed, and reliability. Without effective enforcement, arbitration becomes a 'paper tiger' or a futile exercise, allowing losing parties to evade their obligations through litigation, thereby undermining confidence in the Nigerian legal and commercial system.[8] In other words, enforcement of arbitral awards is the vital process of turning a legal decision into a binding, executable court judgment; ensuring parties reap the fruits of their victory. It provides finality, prevents re-litigation, and gives commercial arbitration its efficacy, transforming it from a theoretical dispute resolution into practical commercial compliance. Its importance includes:

Finality and Binding Nature: Enforcement acts as a shield, preventing parties from revisiting the same issues in court. It ensures that arbitration awards are given the same weight as final court judgments. Put differently, arbitration is intended to be a final resolution. Enforcement elevates an arbitral award to the same status as a court judgment, binding parties to the decision. This is buttressed in Arbitration and Mediation Act (AMA) 2023**,** which expressly states that an arbitral award, irrespective of the country it was made, shall be recognized as binding and enforced by the Court upon written application.[9].

Commercial Reliability and Investment: A robust enforcement mechanism is crucial for international commerce, oil and gas, and construction sectors, fostering investor confidence in Nigeria as an arbitration-friendly jurisdiction, allows awards to be enforced in the same manner as a judgment or order of a court.[10]

Support for International Trade: The ability to enforce foreign awards largely governed by the 1958 New York Convention is a cornerstone of global commerce, offering a stable framework that transcends national courts. That is to say that AMA 2023, Second Schedule (New York Convention)**,** domesticates the 1958 New York Convention, making foreign arbitral awards from signatory states to enforceable in Nigeria. Thus, the ICSID (Enforcement of Awards) Act 1967, specifically handles the enforcement of investment awards from the International Centre for Settlement of Investment Disputes (ICSID). In *Topher Inc of New York v. Edokpolo* (1965)[11]**,** the Supreme Court held that a foreign arbitral award could be enforced through a lawsuit (action upon the award) even without reciprocity. Similarly in *Emerald Energy Resources Ltd. v Signet Advisors Ltd*[12] reaffirmed that arbitral awards carry the 'force of judgment' and are binding on the parties once rendered.

Preventing Evasion: It prevents the losing party from employing delay tactics or raising frivolous objections to avoid complying with the arbitrator's decision. Thus, in *Shell Trustees (Nig.) Ltd v Imani & Sons* (Nig.) Ltd[13]**,** where it was confirmed that once an award is recognized by a court; it is immediately enforceable as a judgment.

Speed and Efficiency (ADR): It provides a mechanism for swift recovery of assets, even though it requires court intervention. Thus:
Court-Annexed ADR: Courts frequently promote ADR, such as mediation and arbitration, to resolve disputes faster than the traditional litigation process. The Lagos Multi-Door Courthouse (LMDC) acts as a prime example, integrating ADR within the judicial system to settle cases in 3–5 months, compared to years in conventional courts. In other words, the judiciary supports speed through the Multi-Door Courthouse system which allows disputes to be resolved in months rather than years.
Mandatory ADR Referral: Rules of court, such as the High Court of Lagos State (Civil Procedure) Rules 2019 (Order 28), encourage or mandate judges to refer matters to ADR, enhancing speed and reducing the burden on dockets or settlement before litigation.
Judicial Attitude: Nigerian courts are increasingly resisting 'litigation mindsets' in arbitration, aiming to facilitate rather than obstruct the process.[14]
Penalty for Refusal: Under the 2018 Abuja Rules, a party that unreasonably refuses to submit to ADR may face penalties.

Credibility and Enforcement of Awards: *Binding Nature of Awards:* The Supreme Court of Nigeria has repeatedly affirmed that arbitral awards are final and binding, equating them to court judgments. As was seen in the case of *Mr. Charles Mekwunye v Mr. Christian Imoukhuede*[15] where it was affirmed that arbitral awards are final and binding, directing courts

[7] *Emerald Energy Resources Ltd. v. Signet Advisors Ltd.* (2020) LPELR-51385(CA)
[8] (N:3) which repealed the old 1988 Arbitration and Conciliation Act
[9] (N:3)
[10] *Ibid*
[11] *Topher Inc of New York v. Edokpolo* (1965) 1 All NLR 1, 307,
[12] *Emerald Energy Resources Ltd. v Signet Advisors Ltd* (N;7)
[13] *Shell Trustees (Nig.) Ltd v Imani & Sons* (Nig.) Ltd [2000] 6 NWLR (Pt 662) 639,
[14] (N:1) S. 5
[15] *Mr. Charles Mekwunye v Mr. Christian Imoukhuede* (2019) LPELR-48996(SC)

to enforce them. And in *Lagos State Development and Property Corporation v Adold Stamm International Nigeria Ltd & Another*[16] **,** where the finality of arbitration was validated.
Minimal Judicial Intervention: In line with the UNCITRAL Model Law 2006, Nigerian courts have adopted a limited supervisory role, narrowly interpreting the grounds for setting aside awards such as non-arbitrability or public policy violations. Thus, in *Nigerian National Petroleum Corporation v Fung Tai Engineering Company Limited*[17], the Supreme Court's decision confirmed that the Federal High Court has jurisdiction to recognize and enforce arbitral awards. It clarified that pre-action notice is not required in arbitration proceedings and highlighted the sanctity of arbitration agreements. Subsequently, it was held that courts should not intervene in proceedings unless authorized by law**.** Again, in *Armada Ship Management (S) Pte Ltd v Schiste Oil and Gas Nigeria Ltd*[18] , the courts' non-interference policy was confirmed.
Enforcement Procedures: Under the AMA 2023, domestic and foreign awards are recognized as binding and enforceable by the High Court or Federal High Court upon written application, acting as a consent judgment. For instance, in *Tulip Nigeria Limited v Noleggioe Transport Maritime S.A.S*,[19] the Court of Appeal dealt with the enforcement of a foreign arbitral award under the New York Convention, holding that such awards are binding and enforceable in Nigeria. The case also noted that the limitation period for enforcing awards runs from when the cause of action arose.

Judicial Assistance in Enforcement: *Recognition of Foreign Awards***:** As a signatory to the 1958 New York Convention and the ICSID Convention, Nigeria has established legal frameworks that require courts to enforce foreign awards, subject only to limited grounds under the AMA 2023.
Interim Measures and Support: Courts are empowered to assist with the appointment of arbitrators, taking evidence, and issuing witness summons.[20]
Garnishee and Asset Seizure: Upon recognition, courts support the enforcement of awards through mechanisms like garnishee proceedings.[21]

3. Challenges in Enforcement
Enforcement of awards in Nigeria ensures finality of arbitration, promotes investor confidence, enhances Nigeria's attractiveness as an arbitration seat and aligns with obligations under the New York Convention 1958. Despite these improvements, the system still faces challenges with delays in court processes and occasional frivolous challenges by losing parties, example on grounds of 'public policy'[22] and the necessity of finding assets for execution. In other words, enforcement can face hurdles, particularly when debtors conceal assets or if the award is against sovereign states. Procedures involve applying to a court for recognition, with specific time limits up to 12 years in some jurisdictions.[23] For complex cases, Interim measures can be used to prevent dissipation of assets as was observed in the case of *Haladu v Access Bank* Plc[24], where Nigerian courts, following its decision granted freezing orders (Mareva injunctions) in order to prevent a defendant from dissipating assets; although the judiciary is taking steps to curb these challenges**.**

4. Overview of the Arbitration and Mediation Act 2023
The Arbitration and Mediation Act (AMA) 2023, assented to on May 26, 2023, represents a watershed moment in Nigerian dispute resolution, repealing the 35-year-old Arbitration and Conciliation Act (ACA) 1988. The new Act provides a modern, unified legal framework for commercial arbitration and, for the first time, comprehensive regulations for mediation, aligning Nigeria with international best practices like the UNCITRAL Model Law 2006 and the Singapore Convention on Mediation 2018. It introduces third-party funding, the Award Review Tribunal (ART), emergency arbitrators, and strengthens the enforcement of both arbitral awards and mediation settlements.

Key Innovations of the AMA 2023
Mandatory Stay of Proceedings: Courts are obligated to stay proceedings in favor of arbitration, addressing ambiguity in the old Act especially if a valid arbitration agreement exists, unless the agreement is void, inoperative, or incapable of being performed.[25]

Award Review Tribunal (ART): Allows an optional, faster (60 days) review of awards by a second tribunal before court intervention.[26]

[16] *Lagos State Development and Property Corporation v Adold Stamm International Nigeria Ltd & Another* (2005) 12 NWLR (Pt. 1048) 321 SC
[17] *Nigerian National Petroleum Corporation v. Fung Tai Engineering Company Limited* (2023) LPELR-59745 (SC); (2023) 15 NWLR (Pt. 1906) 117
[18] *Armada Ship Management (S) Pte Ltd v Schiste Oil and Gas Nigeria Ltd* (2021) EWHC 1094 (Comm)
[19] *Tulip Nigeria Limited v Noleggioe Transport Maritime S.A.S* (2010) CA/L/744/07; (2011) 4 NWLR (Pt. 1237) 254
[20](N:1) S. 19
[21] Sheriffs and Civil Process Act (SCPA), Cap S6, Laws of the Federation of Nigeria, 2004
[22](N:1) S. 58
[23] The Foreign Judgment (Reciprocal Enforcement) Act Cap F35, LFN 2004
[24] *Haladu v. Access Bank* Plc [2021] 13 NWLR (Pt. 1794) 434,
[25] (N:14)
[26] (N:1) S. 56

Third-Party Funding: Legalizes and regulates third-party funding, requiring disclosure of funders to prevent conflicts of interest.[27]
Emergency Arbitrator: Permits the appointment of an arbitrator to rule on urgent interim measures within two business days.[28]
Interim Measures: Empowers tribunals to grant interim reliefs and requires courts to enforce them, reducing reliance on judicial interventions.[29]
Mediation Framework: Introduces detailed, binding procedures for mediation, allowing settlement agreements to be enforced as court judgments.[30]
Electronic Communication: Officially recognizes electronic communication (email, data messages) as valid 'in writing' for arbitration agreements.[31]
Default Sole Arbitrator: Defaults to a sole arbitrator for efficiency in domestic disputes.[32]
Arbitrator Immunity: Grants immunity to arbitrators, protecting them from liability for actions taken in good faith.[33]
Judicial Non-Intervention: Section 1(4) mandates that parties, arbitrators, and the court shall act to ensure the proper and expeditious conduct of proceedings. And section 64 provides the general 'extent of court intervention'
Abolition of Torts (Maintenance and Champerty): Section 61 specifically abolishes the torts of maintenance and champerty (which previously prohibited third-party funding of litigation) in relation to arbitration and related court proceedings. Section 62 provides for the disclosure of third-party funding.
Immunity: Section 13 provides immunity to arbitrators, appointing authorities, and arbitral institutions for acts or omissions in the discharge of their duties, unless they acted in bad faith. Section 81 extends similar immunity to mediators and mediation providers.
Limitation Period: Sections 34 and 71 are key sections. Section 34(4) stipulates that in computing the limitation period for the enforcement of an award, the time between the commencement of the arbitration and the date of the award is excluded. Section 71 provides for the suspension of the limitation period during mediation. Summarily, The AMA 2023 repeals the ACA and introduces modern provisions based largely on the UNCITRAL Model Law (2006 version). And key innovations include unified legal framework for domestic and international arbitration, recognition of interim measures, introduction of third-party funding, clearer enforcement provisions etcetera. Note: The Act is structured into three parts: Part I (Arbitration, Sections 1–66), Part II (Mediation, Sections 67–87), and Part III (Miscellaneous, Sections 88–92).

5. Recognition and Enforcement under Section 57 AMA 2023

Section 57(1) provides that: 'An arbitral award shall, irrespective of the country or state in which it is made, be recognized as binding, and, on application in writing to the Court, be enforced by the Court subject to the provisions of this section and section 58 of this Act.' The phrase 'irrespective of the country or state in which it is made' adopts a comprehensive pro-enforcement policy that aligns with both the UNCITRAL Model Law and the New York Convention.[34]

Key Features

i) Mandatory recognition upon application
ii) Minimal procedural requirements[35]
iii) Alignment with Article III of the New York Convention

Procedural Requirements

Under Section 57(2), enforcement requires i) The original or certified copy of the award; ii) The original Arbitration agreement or certified copy; iii) Certified English translation (where necessary).[36] These documentary prerequisites are consistent with international practice and designed to streamline enforcement without substantive merits review.[37]

Evaluation

This provision reflects a pro-enforcement bias, as courts are not permitted to review the merits of the award. However, enforcement is still dependent on judicial processes, which introduces potential delays.

6. Grounds for Refusal under Section 58 AMA 2023

Section 58 of the AMA 2023 restricts the grounds on which a court may refuse recognition or enforcement of an arbitral award. A party resisting enforcement must prove one of the enumerated grounds, which largely mirror the internationally accepted refusal grounds.

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[27] (N:1) SS. 61-62
[28] (N:1) S. 16
[29] (N:1) S. 20-29
[30] (N:1) Part 11
[31] S. 2(4)
[32] (N:1) SS. 6, 59
[33] (N:1) S. 13
[34] Foreign Judgments (Reciprocal Enforcement) Act 1990 (Nigeria).
[35] (N:1) S. 57(1)
[36] Federal High Court Civil Procedure Rules 2019 Order 52, R. 16–17
[37] Legal500, *A Guide to Enforcing Foreign Arbitral Awards in Nigerian Courts*. OR *Adeola Oyinlade & Co, 'A Guide to Enforcing Foreign Arbitral Awards in Nigerian Courts', <Legal500>.*

Party-Related Grounds
A resisting party may invoke: i) incapacity of a party to the arbitration agreement, ii) invalid arbitration agreement under applicable law, iii) failure to give proper notice or inability to present one's case.[38]

Tribunal and Procedure-Related Grounds
Enforcement may be refused where: i) the award deals with matters beyond the submission to arbitration or includes decisions beyond the tribunal's jurisdiction, ii) the composition of the arbitral tribunal or procedure was contrary to the parties' agreement or applicable law.[39]

Public Policy Exception
Significantly, enforcement may be refused if it would contravene public policy. While this reflects international norms, the concept of public policy remains broad and capable of broad judicial interpretation.[40]

In summary, grounds for refusal under section 58 AMA 2023 include party's incapacity; invalid arbitration agreement; failure of proper notice or inability to present a case; award outside submission scope; improper tribunal composition; award not binding or set aside in seat; subject matter non-arbitrable; enforcement contrary to public policy. These grounds mirror Article V of the New York Convention and Articles 34 and 36 of the UNCITRAL Model Law, thereby constituting a pro-enforcement spectrum that restricts judicial intervention to exceptional circumstances.

7. International Comparison: AMA 2023, UNCITRAL Model Law and New York Convention
The AMA 2023 largely adopts the structure and language of the UNCITRAL Model Law 2006 on international commercial arbitration, particularly in its treatment of enforcement. The Model Law, like the AMA, limits grounds for refusal and insists on minimal court interference. Likewise, the AMA's enforcement regime reflects the obligations of States under the New York Convention 1958 to recognize and enforce foreign arbitral awards.[41] These international instruments similarly require: i) an enforceable arbitration agreement, ii) notice and opportunity to be heard, iii) no conflict with public policy as narrowly construed.[42] By aligning domestic law with international obligations, especially the Model Law and New York Convention, the AMA 2023 manifests a clear legislative shift toward pro-enforcement policy.

8. Judicial Practice and Enforcement in Nigeria
Although the AMA 2023's text exhibits a pro-enforcement posture, the act of enforcement is still judicially mediated. Nigerian courts are traditionally cautious and have, at times, interpreted public policy expansively. In a recent Federal High Court matter involving enforcement of a London Maritime Arbitration Association (LMAA) award, the Nigerian Federal High Court (FHC) clarified that 'incapacity' of a party as a ground for refusing enforcement of an arbitral award, refers strictly to legal incapacity affecting the arbitration agreement itself,[43] not mere failure or refusal to participate in proceedings. The ruling, in *Armada Ship Management (S) PTE Limited v Schiste Oil & Gas Nigeria Limited,* [44] affirmed the pro-arbitration stance of Nigerian courts and provided key findings on the interpretation of the Arbitration and Mediation Act (AMA) 2023, hence:

Interpretation of 'Incapacity': The Court held that 'incapacity' under Section 58(1) and (2)(a)(i) of the AMA 2023 signifies legal disability (example, age or mental condition) that prevents a party from validly entering into an arbitration agreement, not logistical or tactical difficulties in participating in the proceedings.

Non-Participation and Incapacity: A party's willful refusal to participate in an arbitration, even when citing external factors like a pandemic-related lockdown which the court found to have been lifted at the time of the proceedings, does not constitute legal incapacity.[45]

Limitation: A party who voluntarily fails to take advantage of the opportunity to be heard cannot later claim they were denied a fair hearing.[46].

Fair Opportunity to Present Case: The Court emphasized that a party cannot claim a denial of a fair hearing or plead inability to present their case if they were given a fair opportunity to participate but chose to abstain.[47] Again, Section 36 of the 1999 Nigerian Constitution (as amended) ensures a fair hearing, often applied in arbitration through *Garba v*

[38] S. 58
[39] *Ibid.*
[40] *Ibid*
[41] New York Convention 1958
[42] New York Convention 1958 and the UNCITRAL Model Law,2006
[43] Article V(1)(a) of the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.
[44] *Armada Ship Management (S) PTE Limited v Schiste* (N:18)
[45] New York Convention (1958), Article V(1)(a) or UNCITRAL Model Law, Article 34(2)(a)(i)
[46] *Ardo v. INEC &5 Ors* (2017) JELR 38228, SC., (2017) 26 E-WRN / 01 SC.
[47] New York Convention (1958), Article V(1)(b) or UNCITRAL Model Law, Article 18, Article 34(2)(a)(ii)

University of Maiduguri,[48] similar precedents ensuring that parties know the case against them and have a chance to respond. Consequently, the Court granted leave to enforce the LMAA Final Award as a judgment of the court, rejecting the award debtor's argument that its inability to attend physical hearings due to alleged logistical constraints meant it was incapacitated. In fact, this judicial nuance illustrates a restrained interpretation consistent with international norms. *Emerald Energy Resources Ltd. v Signet Advisors Ltd.*[49] is a leading Court of Appeal authority confirming that properly rendered arbitral awards carry the force of judgment and that enforcement proceedings should not devolve into merits review**.** This decision reflects a pro-enforcement judicial disposition consistent with statutory intent. However, earlier jurisprudence such as *Toepher Inc. of New York v Edokpolor,*[50] demonstrates the historical willingness of Nigerian courts to enforce foreign arbitral awards, albeit under prior statutory frameworks**.** These cases illustrate evolving judicial recognition of arbitration finality and enforcement obligations. However, inconsistent judicial attitudes and delays in proceedings remain potential impediments to a truly pro-enforcement regime. The success of the AMA 2023 therefore, depends largely on whether courts adopt a restrictive interpretation of refusal grounds.

9. Critical Challenges to a Truly Pro-Enforcement Regime

Public Policy Exception: One of the main challenges lies in the public policy ground in Section 58 for refusing enforcement, which remains a broad and malleable concept and susceptible to expansive judicial interpretation. Historically, Nigerian courts have been willing to invoke public policy to revisit substantive issues of arbitral awards, thereby undermining finality.[51]

Judicial Delay and Procedural Bottlenecks: Although the AMA 2023 introduces clear procedural directives, enforcement remains subject to judicial docket pressures, interlocutory appeals, congested court systems, procedural bottlenecks and backlog challenges within Nigeria's courts potentially slowing enforcement outcomes in spite of the statutory framework.[52]

Need for Judicial Expertise: There is a palpable need for specialist judicial expertise in arbitration law. The AMA presupposes an understanding of international arbitration principles, but the judiciary's capacity to consistently apply these principles remains uneven; unlike jurisdictions such as the UK, Nigeria lacks dedicated arbitration courts and specialist judges.[53]

Enforcement of Foreign Awards: Although recognized, practical enforcement may still face bureaucratic hurdles and resistance in politically sensitive disputes.[54]

10. Conclusion and Recommendations

The Arbitration and Mediation Act 2023 marks a significant milestone in Nigeria's arbitration evolution. By aligning with international standards, it establishes a framework that is prima facie pro-enforcement. While the AMA 2023 is pro-enforcement in legislative intent and structure, its practical success depends on disciplined judicial interpretation and procedural efficiency. However, this article has demonstrated that the mere existence of a pro-enforcement statute does not guarantee a pro-enforcement regime. The persistence of judicial discretion, particularly through the public policy exception, coupled with procedural inefficiencies, suggests that Nigeria's enforcement framework remains conditionally pro-enforcement. Ultimately, the realization of a truly pro-enforcement regime will depend not only on statutory provisions but on judicial attitude, institutional capacity, and consistent application of international best practices. In other words, with consistent application, Nigeria's enforcement regime can compete with leading arbitration hubs and significantly enhance investor confidence. For Nigeria to genuinely realize a pro-enforcement regime, statutory innovation must be matched by judicial restraint, institutional expertise, and procedural efficiency. Only then can Nigeria's arbitration framework fulfill its potential as both modern and globally competitive. To realize the full potential and strengthening of a pro-enforcement regime of the AMA 2023, this article recommends the following:

Judicial Training and Specialization: Enhanced training programmes for judges in arbitration law and international standards will promote a more uniform and efficient enforcement jurisprudence.

Narrow Interpretation of Public Policy: Courts should adopt a narrow interpretation of public policy, constrained to the most fundamental principles of justice, to avoid undue interference with arbitral awards.

Institutional Strengthening: Establish specialized arbitration divisions and improve court efficiency

Legislative Clarifications: Legislative clarification of the limits of public policy within the arbitration context could reduce uncertainty. In other words, further definition of public policy and streamlining enforcement procedures would be of great help to the enforcement of Arbitral Awards under the Arbitration and Mediation Act 2023.

Procedural Reform: Streamlining enforcement procedures, including strict timelines and dedicated arbitration enforcement dockets, could reduce delays.

[48] *Garba v University of Maiduguri* (SC. 24/1985) [1986] NGSC 12 (14 February 1986) Copy
[49] *Emerald Energy Resources Ltd. v. Signet Advisors Ltd.* (N:7)
[50] *Toepher Inc. of New York v. Edokpolor,* (n 11)
[51]SS 55(3) (b)(ii), 56(9) and 55(5).
[52]SS. 34, 39, 40 and 56
[53]SS 1(4), 7(3), 19, 43 and 64
[54] S. 60 and Second Schedule.