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# Delay And Laches In The Recognition And Enforcement Of International Arbitral Awards In Nigeria: A Critical Examination

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**ABSTRACT**
The enforcement of arbitral awards *in Nigeria* raises important questions concerning the period within which enforcement proceedings may be commenced. Before the *Arbitration and Mediation Act 2023,* the *Supreme Court* considered limitation in relation to arbitral awards in *Murmansk State Steamship Line v Kano Oil Millers Ltd and City Engineering (Nig) Ltd v Federal Housing Authority.* Those decisions treated the limitation issue by reference to the underlying cause of action. The *Arbitration and Mediation Act 2023* has introduced a specific statutory provision dealing with the computation of time for enforcement. *Section 34(4)* provides that, in computing the time for commencing proceedings to enforce an arbitral award, the period between the commencement of arbitration and the date of the award shall be excluded. This article examines the earlier judicial position and the effect of the statutory provision. It also distinguishes statutory limitation from the equitable concept of laches and considers whether delay after an award has been made constitutes an independent basis for resisting enforcement. The article argues that *section 34(4)* provides a clear statutory rule concerning the period spent in arbitration, while the legal effect of post-award delay must be determined by the applicable limitation law and any other established legal rule. The article does not treat laches as an established independent defence to enforcement where no direct Nigerian authority has been identified establishing such a proposition.
**Keywords:** Arbitration; Arbitral Awards; Enforcement; Limitation; Delay; Laches.

## 1. INTRODUCTION

The enforcement of an arbitral award is an essential part of the arbitral process. An award ordinarily requires recognition and enforcement where the successful party seeks judicial assistance to obtain compliance with the decision. In *Nigeria*, the legal framework governing arbitration and arbitral awards is principally contained in the A*rbitration and Mediation Act 2023 ("AMA 2023").*

One issue that has generated judicial consideration is the relationship between arbitration and statutory limitation. The issue arose prominently in *Murmansk State Steamship Line v Kano Oil Millers Ltd,* where the *Supreme Court* considered an action for enforcement of a foreign arbitral award. The *Court* held that the action was, in substance, an action on the underlying contract and that the limitation period ran from the breach of the contract rather than from the date of the arbitral award.[3]

The issue was considered again by the *Supreme Court in City Engineering (Nig) Ltd v Federal Housing Authority.* The case concerned the question whether the limitation period for enforcement of an arbitral

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[3](1974) 12 SC 1; (1974) All NLR 893 (SC).

award commenced from the accrual of the original cause of action or from the date of the award. The *Supreme Court* maintained the importance of the date of accrual of the cause of action, subject to the terms of the parties' arbitration agreement.[4]

The *AMA 2023* has subsequently introduced a specific statutory rule. *Section 34(1)* provides that applicable statutes of limitation apply to arbitral proceedings in the same manner as they apply to judicial proceedings. *Section 34(4)* further provides that, in computing the time for commencement of proceedings to enforce an arbitral award, the period between the commencement of arbitration and the date of the award shall be excluded.[5] Section 33 identifies the commencement of arbitral proceedings, unless otherwise agreed, as the date on which a written communication requesting that the dispute be referred to arbitration is received by the respondent.[6]

The statutory intervention gives rise to the central problem examined in this article: what is the legal effect of delay in the enforcement of an arbitral award, particularly where the delay occurs after the award has been made? The question is distinct from delay occurring during the arbitration because *section 34(4)* expressly addresses the latter.

The article therefore examines three principal questions. *First*, what was the position *of Nigerian* law concerning limitation and enforcement of arbitral awards before the *AMA 2023? Secondly,* what change has section 34 introduced? Thirdly, does *Nigerian* law recognise laches as an independent ground for resisting enforcement of an arbitral award?

The aim is to examine the relationship between delay, statutory limitation and enforcement of arbitral awards under *Nigerian* law. The specific objectives are to examine the earlier Supreme *Court* decisions, analyse *section 34 of the AMA 2023,* distinguish statutory limitation from laches, and identify the extent to which delay after an award may affect enforcement.

The study adopts a doctrinal approach based primarily on legislation and reported judicial decisions. The analysis is deliberately confined to propositions that can be supported by identifiable legal authorities.

## 2. Limitation and Enforcement of Arbitral Awards Before the AMA 2023

### 2.1 Murmansk State Steamship Line v Kano Oil Millers Ltd

The leading *Nigerian* authority is *Murmansk State Steamship Line v Kano Oil Millers Ltd.*[7] The case concerned a charterparty containing an arbitration agreement. A dispute arose following a contractual breach and was referred to arbitration in Moscow. An award was subsequently made in favour of the claimant, who commenced proceedings in Nigeria for enforcement.

The *Supreme Court* considered the nature of the enforcement proceedings for limitation purposes. The *Court* held that the action was essentially founded upon the underlying contract and that the limitation period therefore commenced from the breach of the contract rather than from the date on which the arbitral award was made.[8]

The importance of *Murmansk* is limited to the proposition actually decided: the making of an arbitral award did not, in the circumstances of that case, cause the limitation period to begin afresh. The decision therefore provides the historical foundation for examining the subsequent statutory intervention.

### 2.2 City Engineering (Nig) Ltd v Federal Housing Authority

The *Supreme Court* revisited the question in *City Engineering (Nig) Ltd v Federal Housing Authority.*[9] The issue included whether the limitation period for enforcement should run from the original cause of action or from the arbitral award.

The *Court* stated that where an arbitration agreement did not make an arbitral award a condition precedent to the institution of proceedings, the limitation period commenced when the cause of action accrued.[10]

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[4] [1997] 9 NWLR (Pt 520) 224 (SC).
[5] Arbitration and Mediation Act 2023, s 34(1), (4).
[6] Arbitration and Mediation Act 2023, s 33.
[7] (1974) 12 SC 1; (1974) All NLR 893 (SC).
[8] Ibid.
[9] [1997] 9 NWLR (Pt 520) 224 (SC).

The decision therefore confirmed the significance of the underlying cause of action in determining limitation. It also illustrates the importance of the terms of the arbitration agreement when determining when a cause of action becomes enforceable.

The combined effect of *Murmansk and City Engineering* is that, under the law considered in those cases, the period for limitation was not generally postponed until the arbitral award merely because the dispute had been submitted to arbitration.

## 3. Statutory Intervention under the Arbitration and Mediation Act 2023

### 3.1 Section 33: Commencement of Arbitration

*Section 33 of the AMA 2023* provides a statutory rule for determining when arbitral proceedings commence. Unless the parties agree otherwise, arbitration commences when a written communication containing a request for the dispute to be referred to arbitration is received by the respondent.[11]

The provision is relevant to limitation because *section 34(4)* refers specifically to the period between commencement of arbitration and the date of the award. The determination of the commencement date is therefore necessary before the exclusion under *section 34(4)* can be calculated.

### 3.2 Section 34(1): Applicable Limitation Laws

*Section 34(1)* provides that applicable statutes of limitation apply to arbitral proceedings as they apply to judicial proceedings.[12] The provision does not abolish statutory limitation in arbitration. Rather, it expressly recognises the application of limitation statutes to arbitral proceedings.

The starting point under the *AMA 2023* is consequently that limitation remains relevant. The question is how the applicable period is to be calculated in particular circumstances.

### 3.3 Section 34(4): Enforcement Proceedings

The specific provision concerning enforcement is section 34(4), which states:

"In computing the time for the commencement of proceedings to enforce an arbitral award, the period between the commencement of the arbitration and the date of the award shall be excluded."[13]

The language of the provision is direct. It identifies a particular period that must be excluded when computing the time for commencement of enforcement proceedings.

The provision therefore addresses the difficulty that could arise where an arbitration continues for a substantial period after the underlying cause of action has accrued. The statutory text does not require the court to create an equitable exception or to determine whether the delay during arbitration was reasonable. It directs the court to exclude the specified period in the computation.

The statutory rule should therefore be distinguished from a general principle that all delay associated with arbitration is legally irrelevant. *Section 34(4)* addresses a defined period: the period from commencement of arbitration until the date of the award.

## 4. The Contemporary Position

The *Supreme Court's* decision in *Bureau of Public Enterprises v Messrs U Maduka Enterprises (Nig) Ltd* was delivered in 2025 and is a recent authority concerning arbitration and limitation.[14] The case is relevant to the contemporary treatment of limitation in the context of arbitral proceedings and enforcement.

The decision should, however, be used cautiously in this article. The central statutory proposition does not depend upon attributing to the case a broader principle than is necessary for the present discussion. *Section 34(4)* itself provides the clearest authority for the treatment of the period spent in arbitration.

The more precise proposition is therefore that the *AMA 2023* has legislatively provided for exclusion of the arbitral period when computing the time for commencement of proceedings to enforce an award. The statutory text should remain the primary authority for that proposition.[15]

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[10] Ibid.

[11] Arbitration and Mediation Act 2023, s 33.

[12] Arbitration and Mediation Act 2023, s 34(1).

[13] Arbitration and Mediation Act 2023, s 34(4).

[14](2025) LPELR-80698(SC).

**5. Delay After the Arbitral Award**

The position becomes less straightforward after the award has been made.

*Section 34(4)* expressly identifies the period between commencement of arbitration and the date of the award. It does not expressly provide that every period after the award is excluded from limitation computation.

Accordingly, where a party delays enforcement after the award, the first question should be whether the enforcement proceeding has been commenced within the applicable statutory limitation period.

If the proceeding is within the applicable limitation period, the mere fact that some time has elapsed does not, without more, establish a statutory limitation defence. The party resisting enforcement must identify the legal rule relied upon.

This is where the concept of laches requires careful treatment. *Laches* is an equitable concept associated with delay in asserting a right. However, the existence of a general doctrine of laches specifically applicable as an independent ground for refusing enforcement of an arbitral award cannot simply be assumed.

The authorities considered in this article establish principles concerning statutory limitation and arbitration. They do not provide sufficient basis for stating categorically that *Nigerian* courts recognise laches as a separate and general defence to enforcement of arbitral awards.

The appropriate academic position is therefore to identify the question as unresolved rather than to state an unverified rule.

**6. Limitation and Laches Distinguished**

*Statutory* limitation and laches should not be treated as synonymous.

*Limitation* is determined principally by legislation. The court identifies the applicable statutory period and determines when that period began to run, subject to any statutory provision affecting computation.

*Laches* is not simply another name for limitation. It concerns delay and the equitable consequences that may follow from particular conduct. It therefore requires a separate legal foundation before it can be applied to a particular proceeding.

This distinction is especially important in arbitration. If an award is sought to be enforced outside the applicable statutory period, limitation provides the appropriate legal framework for determining whether the proceeding is statute-barred. If a party relies upon laches, that party must identify an established legal basis for invoking the doctrine in the enforcement proceeding.

It would therefore be inappropriate to convert every allegation of delay into a plea of laches without identifying the applicable Nigerian authority.

**7. Recognition and Enforcement of Awards**

The *AMA 2023* contains provisions governing recognition and enforcement of arbitral awards.[16] The Act must be read together with the applicable international framework governing recognition and enforcement of foreign arbitral awards.

For present purposes, the important point is that enforcement proceedings are governed by statutory requirements. A party seeking to resist enforcement must therefore identify the statutory or otherwise recognised legal ground upon which the objection is based.

Delay should not automatically be treated as an additional ground of refusal merely because a party considers the delay excessive. Where limitation applies, the limitation statute provides the relevant framework. Where another recognised doctrine is invoked, its legal requirements must be established.

This approach avoids substituting an undefined concept of delay for the specific legal rules governing enforcement.

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[15] Arbitration and Mediation Act 2023, s 34(4).

[16] Arbitration and Mediation Act 2023, ss 57–58.

**8. Critical Analysis**

The pre-2023 decisions demonstrate that limitation was capable of affecting enforcement of arbitral awards by reference to the underlying cause of action. Murmansk provides the clearest example. The *Supreme Court* treated the enforcement action as connected to the underlying contract and calculated limitation from the contractual breach.[17]

*City Engineering* subsequently addressed the relationship between arbitration and limitation and maintained the significance of the accrual of the cause of action where the arbitration agreement did not make an award a condition precedent to litigation.[18]

*Section 34(4)* of the *AMA 2023* provides a different statutory mechanism. Instead of leaving the court to determine whether the period spent in arbitration should be counted, the legislature expressly directs that the period between commencement of arbitration and the award be excluded in calculating the time for commencement of enforcement proceedings.[19]

The significance of this provision should not be overstated. It does not provide an unlimited period for enforcement. It does not state that all delay after an award is irrelevant. It does not expressly establish a doctrine of laches.

The legal position can therefore be stated more precisely. *First*, statutory limitation continues to apply. *Secondly, section 34(4)* expressly excludes the arbitral period specified in the provision when calculating the time for enforcement. *Thirdly*, post-award delay must be examined under the applicable limitation law or another established legal principle. *Fourthly,* there is insufficient basis in the authorities examined to state that laches constitutes an independent general defence to enforcement of an arbitral award in *Nigeria*.

**9. CONCLUSION**

The relationship between delay and enforcement of arbitral awards in Nigeria has developed from a judicial approach based upon the underlying cause of action to a statutory regime containing a specific provision on computation of time.

In *Murmansk State Steamship Line v Kano Oil Millers Ltd,* the *Supreme Court* held that the limitation period in the circumstances of that case ran from the breach of the underlying contract rather than from the date of the arbitral award. *City Engineering (Nig) Ltd v Federal Housing Authority* similarly emphasised the relevance of the accrual of the original cause of action.

The *Arbitration and Mediation Act 2023* has subsequently addressed the treatment of the arbitral period. *Section 34(4)* requires the period between commencement of arbitration and the date of the award to be excluded when computing the time for commencement of enforcement proceedings. *Section 33* provides the statutory basis for determining the commencement of arbitration.

The principal unresolved issue concerns delay after the award. The *Act* does not expressly create a general doctrine of laches in relation to enforcement. Nor do the authorities examined provide sufficient basis for asserting that Nigerian courts have established laches as an independent general defence to enforcement.

The safer legal conclusion is therefore that post-award delay must be considered within the applicable statutory limitation regime and any other established legal doctrine that is properly raised and supported by authority. The mere passage of time should not be transformed into an independent defence without a clear legal basis.

The statutory intervention under *section 34(4)* consequently provides greater certainty concerning the period spent in arbitration, while the treatment of post-award delay remains dependent upon the applicable limitation rules and established principles of Nigerian law.

[17] (1974) 12 SC 1.

[18][1997] 9 NWLR (Pt 520) 224 (SC).

[19] Arbitration and Mediation Act 2023, s 34(4).