International Journal of Innovative Legal & Political Studies 14(3):198-207, July-Sept, 2026

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DOI:10.5281/zenodo.22963442

Limitation Periods For The Recognition And Enforcement Of International Arbitral Awards Under Nigerian Law: Emerging Legal Issues

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ABSTRACT
The limitation period applicable to the recognition and enforcement of arbitral awards has historically generated considerable uncertainty under Nigerian law. Before the Arbitration and Mediation Act 2023 (AMA 2023), the Supreme Court in Murmansk State Steamship Line v Kano State Oil Millers Ltd and City Engineering (Nig) Ltd v Federal Housing Authority treated the limitation period for enforcement as running from the accrual of the underlying cause of action rather than from the date of the arbitral award. The approach created difficulties where arbitral proceedings continued for several years, because the limitation period could expire while the dispute was still before the arbitral tribunal. The AMA 2023 has now expressly addressed the problem. Section 34 applies applicable limitation statutes to arbitral proceedings and, significantly, excludes from the computation of time for enforcement the period between commencement of arbitration and the date of the award. The Supreme Court subsequently considered the relationship between limitation and arbitration in Bureau of Public Enterprises & Anor v Messrs U Maduka Enterprises (Nig) Ltd & Anor, reinforcing the significance of the principle that time may cease to run during the pendency of proceedings. This article examines the historical development of Nigerian law, the legislative intervention effected by section 34 of the AMA 2023, and the continuing questions concerning the relationship between federal arbitration legislation and state limitation laws, foreign-award enforcement mechanisms, the New York Convention, and proceedings following the setting aside of an award. It argues that section 34 has substantially resolved the principal difficulty created by the earlier jurisprudence, although questions concerning its interaction with other legislation and the precise computation of time remain capable of judicial clarification.
Keywords: International arbitration; arbitral awards; recognition and enforcement; limitation period; Arbitration and Mediation Act 2023; Nigerian arbitration law

I. INTRODUCTION

Recognition and enforcement constitute essential components of the effectiveness of international arbitration. The commercial value of an arbitral award depends not merely upon the tribunal's determination of the parties' rights, but upon the availability of an effective legal mechanism through which the successful party may obtain judicial assistance where voluntary compliance does not occur. The Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (New York Convention) therefore requires Contracting States to recognise arbitral awards as binding and to enforce them in accordance with the procedural rules of the territory

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in which enforcement is sought.[3] Nigeria acceded to the Convention on 17 March 1970, and the Convention subsequently became an important component of Nigeria's international arbitration framework.[4]

The New York Convention does not establish a uniform limitation period for applications for recognition and enforcement. Consequently, questions concerning the time within which enforcement proceedings must be commenced are substantially determined by the law of the enforcing jurisdiction. This places considerable importance upon domestic limitation legislation and the manner in which national courts characterise the cause of action involved in enforcement proceedings.

Nigerian jurisprudence on the subject developed principally through judicial decisions rather than express federal legislation. The early Supreme Court decision in Murmansk State Steamship Line v Kano State Oil Millers Ltd established an approach under which the limitation period for enforcement was connected with the original breach giving rise to the arbitration rather than with the subsequent award.[5] That approach was subsequently applied and clarified in City Engineering (Nig) Ltd v Federal Housing Authority, where the Supreme Court held that the limitation period for an action to enforce the award ran from the date on which the original cause of action accrued.[6]

The difficulty generated by this approach was obvious. Arbitration may involve substantial procedural steps, interlocutory applications, jurisdictional challenges and, in international proceedings, complex evidential and jurisdictional issues. If the limitation clock continued to run throughout the arbitration, the successful claimant could obtain an award only to discover that the statutory period for enforcing it had expired or was close to expiry. The problem was particularly acute where the arbitration was commenced within time but the award was rendered several years later.

The Arbitration and Mediation Act 2023 represents a significant legislative response. Section 34(1) provides that applicable statutes of limitation apply to arbitral proceedings as they apply to judicial proceedings. Section 34(4) goes further by expressly providing that, when computing the time for commencement of proceedings to enforce an arbitral award, the period between commencement of the arbitration and the date of the award is to be excluded.[7] The statutory language therefore directly addresses the difficulty exposed by the earlier authorities.

The subsequent decision of the Supreme Court in Bureau of Public Enterprises & Anor v Messrs U Maduka Enterprises (Nig) Ltd & Anor provides an important judicial development. The case concerned an arbitration commenced before the enactment of the AMA 2023 and required the Supreme Court to consider whether the period during which the arbitration was pending should count for limitation purposes. The Supreme Court's decision is significant not merely because of its immediate application to the parties, but because it demonstrates the relationship between the earlier limitation jurisprudence and the legislative solution subsequently enacted in section 34.[8]

This article therefore examines the evolution of the Nigerian law, beginning with Murmansk and City Engineering, considers the corrective effect of section 34 of the AMA 2023, examines BPE v Maduka and the earlier decision in Sifax (Nig) Ltd v Migfo (Nig) Ltd, and identifies issues that remain relevant to the recognition and enforcement of international arbitral awards in Nigeria.

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[3] Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958, art III.

[4] Nigeria acceded to the New York Convention on 17 March 1970 and the Convention entered into force for Nigeria on 15 June 1970.

[5](1974) 12 SC 1.

[6](1997) 9 NWLR (Pt 520) 224, 234–236. The Supreme Court's decision concerned the question whether limitation ran from the original cause of action or from the arbitral award.

[7]Arbitration and Mediation Act 2023, s 34(1)–(4). Section 34 expressly provides for exclusion of the period between commencement of arbitration and the date of the award when calculating time for enforcement.

[8] (2025) LPELR-80698(SC), judgment delivered 7 March 2025.

II. The Historical Position: Murmansk and City Engineering

A. Murmansk State Steamship Line v Kano State Oil Millers Ltd

The starting point is Murmansk State Steamship Line v Kano State Oil Millers Ltd.[9] The dispute arose from a charterparty under which the defendant was required to load groundnuts. Following a breach of the charterparty, the dispute was referred to arbitration in Moscow. The arbitral tribunal made an award in favour of the claimant on 28 February 1966. Enforcement proceedings were subsequently commenced in Nigeria.

The Supreme Court considered when the limitation period applicable to enforcement commenced. The Court treated the arbitration clause as an ordinary agreement to refer disputes to arbitration rather than a clause making the arbitral award a condition precedent to resort to the courts. On that basis, the Court regarded the underlying contractual breach as the event giving rise to the relevant cause of action.[10]

The importance of Murmansk lies in its treatment of arbitration as a mechanism for determining an existing dispute rather than as an event creating an entirely new cause of action for limitation purposes. The arbitration did not, on this reasoning, extinguish the original cause of action and substitute a new one upon which a fresh limitation period would automatically commence.

The approach distinguished ordinary arbitration clauses from what had historically been described as a Scott v Avery clause, under which the parties contractually provide that no action may be brought until an award has been made. The Supreme Court's reasoning therefore reflected the traditional distinction between the substantive cause of action arising from the underlying breach and the procedural mechanism selected by the parties for resolving the dispute.

B. City Engineering (Nig) Ltd v Federal Housing Authority

The issue was reconsidered by the Supreme Court in City Engineering (Nig) Ltd v Federal Housing Authority.[11] The parties had entered into a building contract dated 17 December 1974 concerning construction works at Festac Town. The contract contained an arbitration clause. The Federal Housing Authority terminated the contract on 12 December 1980, following which City Engineering invoked the arbitration agreement. The arbitration commenced within the applicable limitation period and eventually resulted in an award in November 1985 in favour of City Engineering in the sum of ₦3,722,118.75. An application to enforce the award was subsequently made in 1988.[12]

The Supreme Court held that the relevant six-year limitation period commenced when the underlying cause of action accrued and not when the arbitral award was made. The Court therefore concluded that the application to enforce the award was statute-barred.[13]

The reasoning in City Engineering was particularly significant because the Court rejected the proposition that enforcement of an award necessarily constituted a new cause of action arising from the award itself. Ogundare JSC distinguished between an action to enforce an award and a separate action founded upon an alleged breach of an implied promise to perform the award. In the former case, the limitation period was connected with the original breach which gave rise to the arbitration.[14]

The practical consequence was problematic. An arbitration could be initiated within the statutory period and nevertheless continue for a period sufficiently long to consume the remaining limitation period. The claimant could consequently obtain a valid award but be unable to enforce it because the limitation period had expired during the arbitral proceedings.

The significance of the decision should not, however, be overstated. City Engineering was concerned with the applicable limitation law and the wording of the relevant legislation at the time. It did not involve section 34 of

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[9](1974) 12 SC 1.

[10]Ibid. The Supreme Court treated the arbitration agreement as a simple reference of disputes to arbitration and considered the underlying breach as giving rise to the relevant cause of action.

[11] (1997) 9 NWLR (Pt 520) 224.

[12]Ibid. The contract was dated 17 December 1974; the termination occurred in December 1980; the arbitration commenced thereafter; the award was made in November 1985; and the application to enforce was made in 1988.

[13] Ibid.

[14] Ibid. Ogundare JSC distinguished an action to enforce an award from an action for damages for breach of an implied promise to perform the award.

the AMA 2023, which did not yet exist. The principal significance of the case for contemporary Nigerian law is therefore historical: it explains the mischief that section 34 was subsequently designed to address.

III. Subsequent Judicial Developments

A. Sifax (Nig) Ltd v Migfo (Nig) Ltd

An important development in Nigerian limitation jurisprudence occurred in Sifax (Nig) Ltd v Migfo (Nig) Ltd.[15] The dispute did not concern an arbitral award. The issue was whether the period during which an earlier action was pending should be counted for the purpose of determining whether a subsequently commenced action was statute-barred.

The Supreme Court held that the period during which the earlier proceedings were pending should not be counted against the claimant in the circumstances of the case. The decision recognised that a claimant who has invoked judicial process within the prescribed period should not ordinarily be deprived of a substantive remedy merely because the proceedings were ultimately terminated for want of jurisdiction.[16]

The significance of Sifax for arbitration lies in the principle rather than the subject matter of the dispute. The case supplied a jurisprudential basis for treating the period during which a proceeding is properly pending as distinct from a period during which a claimant simply fails to pursue a remedy. The Court's reasoning subsequently became relevant to the treatment of arbitral proceedings for limitation purposes.

It is important, however, not to suggest that Sifax itself established a general rule applicable automatically to every arbitration. The case concerned judicial proceedings and must therefore be read within its own factual and statutory context. Its relevance to arbitration emerged through subsequent judicial reasoning and, more clearly, through section 34 of the AMA 2023.

B. Tulip (Nig) Ltd v N.T.M.S.A.S.

The Court of Appeal subsequently considered limitation in the context of enforcement of a foreign arbitral award in Tulip (Nig) Ltd v N.T.M.S.A.S.[17] The case is significant because the Court considered the applicable limitation regime in relation to a foreign award and approached the question differently from the strict formulation in City Engineering.

The decision illustrates the difficulty that existed under the pre-2023 regime: different statutory provisions and enforcement routes could produce different questions concerning when the limitation period commenced. It therefore contributed to the broader judicial debate concerning whether the limitation period for enforcement should be calculated from the underlying dispute or from the award itself.

C. Emerald Energy Resources Ltd v Signet Advisors Ltd

A similar issue arose in Emerald Energy Resources Ltd v Signet Advisors Ltd.[18] The Court of Appeal considered an objection based upon limitation in proceedings concerning recognition and enforcement of a foreign arbitral award. The decision is relevant because it demonstrates that the application of limitation principles to foreign awards was not entirely straightforward under the pre-AMA framework.

The important point for present purposes is that Tulip and Emerald Energy should not be treated as having overruled the Supreme Court's decision in City Engineering. As decisions of the Court of Appeal, they could not displace a conflicting Supreme Court authority. Their significance lies instead in demonstrating the uncertainty that existed before the enactment of section 34.

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[15](2018) 9 NWLR (Pt 1623) 138; (2018) LPELR-49735(SC).

[16] Ibid. The discussion of the Supreme Court's reasoning concerning the freezing of limitation during the pendency of proceedings.

[17](2011) 4 NWLR (Pt 1237) 254 (CA).

[18](2020) 11 NWLR (Pt 1735) 302 (CA). The case concerned recognition and enforcement of a foreign arbitral award and included a limitation objection.

IV. Section 34 of the Arbitration and Mediation Act 2023

A. The Legislative Intervention

The AMA 2023 repealed the Arbitration and Conciliation Act and introduced a new statutory framework for arbitration and mediation in Nigeria. Among its innovations is section 34, specifically entitled "Application of statutes of limitation to arbitral proceedings".[19]

Section 34(1) establishes the general principle that applicable statutes of limitation apply to arbitral proceedings in the same manner as they apply to judicial proceedings. Section 34(2) addresses the situation where an award is set aside or declared ineffective, excluding from the computation of the applicable limitation period the period between commencement of the arbitration and the relevant court order. Section 34(3) provides that, when determining when a cause of action accrued, a contractual provision making an award a condition precedent to legal proceedings is to be disregarded. Section 34(4) provides the specific rule for enforcement: the period between commencement of arbitration and the date of the award is excluded from the computation of time.[20]

The legislative technique is important. Section 34 does not simply provide that every arbitral award enjoys a new and independent limitation period. Instead, it preserves the application of the relevant limitation statute while excluding the period during which the arbitration is pending.

The provision therefore directly addresses the principal difficulty created by City Engineering. If arbitration commenced before the expiration of the relevant limitation period, the period consumed by the arbitration is excluded when determining the time available for subsequent enforcement.

B. Determining When Arbitration Commences

The operation of section 34(4) necessarily requires identification of the date on which the arbitration commenced. Section 33 of the AMA 2023 provides that, unless the parties agree otherwise, arbitral proceedings commence when a written communication containing a request that the dispute be referred to arbitration is received by the respondent.[21]

This provision is important to limitation analysis. The date of commencement is not necessarily the date on which the tribunal is constituted, the preliminary meeting is held, or the first substantive hearing takes place. In the absence of a contrary agreement, the statutory commencement date is tied to receipt of the written request for referral.

Similarly, the date of the award must be identified with sufficient precision. In an international arbitration involving an institutional tribunal, procedural orders, partial awards and final awards may exist at different stages. The court must therefore determine which award is relevant to the enforcement proceedings and the period that section 34(4) requires to be excluded.

C. The Effect of Exclusion

The language of section 34(4) is one of exclusion rather than renewal. This distinction should be maintained.

Suppose, for example, that a six-year limitation period applies to an underlying claim and arbitration commences after part of that period has already elapsed. If the arbitration continues for three years before an award is rendered, those three years are excluded from the computation. The provision does not necessarily confer a completely new six-year period commencing on the date of the award.

This differs conceptually from a legal system in which enforcement of an award constitutes a wholly new cause of action with an independent limitation period. The Nigerian legislature instead adopted a statutory suspension or exclusion technique.

The distinction is significant in cases where arbitration begins relatively late in the limitation period. Award creditors should therefore not assume that section 34(4) invariably provides a fresh six-year enforcement period from the date of the award. The applicable limitation statute and the period already elapsed before commencement of arbitration remain relevant.

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

[20] Ibid, s 34(1)–(4).

[21] Arbitration and Mediation Act 2023, s 33. The Act provides that, unless otherwise agreed, arbitral proceedings commence when a written communication requesting that the dispute be referred to arbitration is received by the respondent.

V. BPE v U Maduka Enterprises and the Judicial Position

A. The Decision

The Supreme Court's decision in Bureau of Public Enterprises & Anor v Messrs U Maduka Enterprises (Nig) Ltd & Anor was delivered on 7 March 2025 and is reported as (2025) LPELR-80698(SC).[22] The dispute concerned an arbitral award arising from a contractual relationship involving public infrastructure. The arbitration pre-dated the AMA 2023.

The limitation issue concerned the effect of the period during which the arbitration remained pending. The appellants relied upon the applicable Enugu State limitation provision and the earlier reasoning in City Engineering. The respondents relied, among other things, upon the principle arising from Sifax concerning the suspension of limitation during the pendency of proceedings.

The Supreme Court accepted the relevance of the Sifax principle and treated the period during which the arbitration was pending as not counting against the claimant for the purpose of limitation. The decision therefore provided judicial support for the proposition subsequently expressed legislatively in section 34(4).[23]

B. Relationship with City Engineering

The relationship between BPE v Maduka and City Engineering requires careful treatment.

It would be inaccurate simply to state that BPE v Maduka formally overruled City Engineering. The later case arose in a different procedural and statutory context, and the Supreme Court did not expressly state that City Engineering was overruled.

Nevertheless, the practical effect of the later decision is important. To the extent that City Engineering treated the period spent in arbitration as continuing to count against a claimant for limitation purposes, the reasoning in BPE v Maduka represents a significant departure from that approach.

The better description is therefore that the jurisprudence has evolved. Section 34 of the AMA 2023 now provides an express statutory rule for cases governed by the Act, while BPE v Maduka demonstrates that the Supreme Court was prepared, in an appropriate case involving pre-AMA proceedings, to apply the limitation-freezing principle associated with Sifax to arbitration.

C. Significance of the Decision

The significance of BPE v Maduka should not be measured solely by whether it adds anything to section 34(4). Its importance also lies in demonstrating that the Supreme Court was prepared to consider limitation in the context of arbitration through a procedural fairness analysis rather than treating City Engineering as an insurmountable obstacle.

The decision should nevertheless be approached cautiously. It does not follow that every delay in arbitration automatically suspends every applicable limitation period. The statutory requirements governing commencement of arbitration, the particular limitation statute, the nature of the claim and the procedural history remain relevant.

VI. Recognition and Enforcement of Foreign Arbitral Awards

A. The New York Convention Framework

Nigeria's obligations under the New York Convention form an important part of the legal framework for foreign arbitral awards.[24] Article III requires recognition and enforcement of awards in accordance with the procedural rules of the territory where recognition and enforcement are sought. The Convention does not itself establish a fixed limitation period for enforcement proceedings.

Consequently, Nigerian limitation law remains relevant to an application to recognise and enforce a foreign award in Nigeria. Section 34(4) is expressed generally in relation to proceedings to enforce an arbitral award and does not expressly confine the exclusion to arbitrations seated in Nigeria.[25]

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[22] Bureau of Public Enterprises & Anor v Messrs U Maduka Enterprises (Nig) Ltd & Anor (2025) LPELR-80698(SC).

[23] BPE v Maduka and its relationship with Sifax and section 34(4) AMA 2023.

[24] Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958.

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

There is therefore a substantial textual basis for applying section 34(4) where a Nigerian court is asked to enforce an international award made outside Nigeria. The court would, however, have to establish the relevant dates of commencement and conclusion of the foreign arbitration.

B. Limitation and Article V of the New York Convention

Limitation presents a distinct conceptual question under the New York Convention. Article V specifies circumstances in which recognition and enforcement may be refused. Expiry of a domestic limitation period is not expressly listed among those grounds.

Article III, however, requires enforcement in accordance with the procedural law of the enforcing state. Limitation rules may therefore operate at the procedural level even though they do not constitute an independent ground under Article V.

The distinction is important. A Nigerian court applying a valid Nigerian limitation rule is not necessarily determining that the foreign award is invalid. It is determining whether the enforcement application was brought within the period permitted by the procedural law applicable in Nigeria.

At the same time, Article III prevents Contracting States from imposing substantially more onerous conditions or higher fees on the recognition and enforcement of foreign awards than those applicable to domestic awards.[26] A Nigerian limitation rule should therefore be applied consistently and without discrimination between foreign and domestic awards.

Section 34 assists in this respect because its language is not confined to domestic awards. Its application to international awards therefore supports a broadly uniform limitation methodology.

VII. The Foreign Judgments (Reciprocal Enforcement) Act

The relationship between the AMA 2023 and the Foreign Judgments (Reciprocal Enforcement) Act (FJREA) requires careful analysis.

The FJREA defines "judgment" broadly enough to include an arbitral award where, under the law of the place where the award was made, the award has become enforceable in the same manner as a judgment of a court.[27] The Act consequently has historical relevance to the enforcement of certain foreign arbitral awards.

Section 4 of the FJREA provides a six-year period for registration of judgments to which Part I of the Act applies, subject to the statutory conditions governing the operation of that Part.[28] The operation of Part I depends upon the statutory reciprocity mechanism under section 3. Nigerian judicial decisions have historically considered the relationship between the six-year period in section 4 and the earlier reciprocal enforcement regime.[29]

It would therefore be unsafe to state categorically that the FJREA has been entirely dormant or that it can never apply to an arbitral award. Its operation depends upon the statutory route through which enforcement is pursued and the conditions governing the relevant foreign judgment.

For contemporary international arbitration, the AMA 2023 provides a more direct framework for recognition and enforcement of arbitral awards. The existence of the FJREA nonetheless remains relevant because the Act expressly contemplates certain arbitral awards within its definition of "judgment". This creates a potential overlap between statutory enforcement mechanisms which should preferably be clarified by judicial authority or legislative coordination.

The better approach is not to assume that both regimes automatically apply cumulatively. The court should first determine the statutory basis upon which the particular enforcement application has been brought and then identify the limitation rule applicable to that route.

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[26] New York Convention 1958, art III.

[27] Foreign Judgments (Reciprocal Enforcement) Act, Cap F35, Laws of the Federation of Nigeria 2004, s 2. The statutory definition includes an arbitral award which has, under the law of the place where it was made, become enforceable in the same manner as a judgment.

[28] Foreign Judgments (Reciprocal Enforcement) Act, Cap F35, s 4(1). The provision establishes a six-year registration period for judgments to which Part I applies, subject to the statutory requirements governing application of Part I.

[29] Macaulay v Raiffeisen Zentral Bank Osterreich AG (2003) 10 NWLR (Pt 829) 1; Marine & General Assurance Co Plc v Overseas Union Insurance Ltd (2006) 5 NWLR (Pt 972) 382. These authorities considered the statutory relationship between the six-year registration provision and the earlier reciprocal-enforcement regime.

VIII. Federal and State Limitation Laws

One of the more difficult questions concerns the interaction between the federal AMA 2023 and state limitation legislation.The earlier cases demonstrate the significance of state limitation legislation. In City Engineering, for example, the relevant limitation rule was found in the Limitation Law of Lagos State.[30] Similarly, the limitation issue in BPE v Maduka arose in the context of the applicable Enugu State limitation law.

Section 34 of the AMA 2023 does not itself prescribe a universal six-year limitation period for every arbitral award. Rather, it directs that applicable statutes of limitation apply to arbitral proceedings and specifies particular periods that must be excluded from computation.[31]

This distinction weakens any suggestion that section 34 simply displaces all state limitation legislation. The better interpretation is that section 34 operates as a federal arbitration provision which determines how an otherwise applicable limitation period is to be computed in arbitral proceedings.

The constitutional question should therefore be framed narrowly. The issue is not necessarily whether the National Assembly possesses a general power to legislate on limitation of actions. The more precise question is whether a federal law governing commercial arbitration may validly prescribe how an applicable limitation period is to be calculated in relation to arbitral proceedings and enforcement of arbitral awards.

Section 34 is expressly confined to arbitral proceedings and the enforcement of awards. It does not establish a general limitation regime applicable to ordinary contractual or tortious claims. Its character as part of federal arbitration legislation therefore provides a substantial basis for applying it where an arbitral award is being enforced.

Nevertheless, because the constitutional question has not been authoritatively resolved in a reported Supreme Court decision specifically concerning section 34, it should be treated as an emerging issue rather than presented as settled law.

IX. Awards Set Aside and Subsequent Proceedings

Section 34(2) addresses another important problem. Where an award is set aside or declared to be of no effect, the period between commencement of arbitration and the relevant court order is excluded when computing the limitation period for judicial, arbitral or other proceedings concerning the dispute.[32]

This is a significant safeguard. Without such a provision, a party could lose substantial time while challenging an award and then discover that the limitation period applicable to the underlying dispute had expired before the court finally disposed of the challenge.

A more difficult situation arises where the setting aside of the award requires the dispute to be submitted to a fresh arbitration or otherwise recommenced. Section 34(2) provides protection by excluding the specified period, but its precise application to every procedural route following annulment may require judicial clarification.

Questions may arise concerning whether a fresh arbitration is regarded as a continuation of the earlier proceedings or as a new proceeding for limitation purposes. The answer may depend upon the terms of the court order, the arbitration agreement and the procedural circumstances in which the second proceeding is commenced.

The issue is therefore an appropriate subject for future judicial consideration rather than a basis for asserting that section 34 contains an established legislative defect.

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[30] Limitation Law of Lagos State, s 8(1)(d), as considered in City Engineering (Nig) Ltd v Federal Housing Authority (1997) 9 NWLR (Pt 520) 224.

[31] Arbitration and Mediation Act 2023, s 34(1) and (4).

[32] Arbitration and Mediation Act 2023, s 34(2). The provision expressly excludes the period between commencement of arbitration and the relevant order setting aside or declaring ineffective the award or affected part of the award.

X. Practical Implications for Award Creditors

The post-2023 position substantially reduces the risk that an award will become unenforceable merely because the arbitration itself consumed the greater part of the applicable limitation period. Nevertheless, section 34 should not encourage unnecessary delay.

First, an award creditor should ascertain the applicable limitation period immediately after the award is issued. Section 34(4) excludes the arbitration period, but it does not necessarily create a wholly independent limitation period.

Secondly, parties should maintain reliable evidence concerning the date on which arbitration commenced and the date on which the award was rendered. This is particularly important in international arbitration where the commencement date may depend upon institutional rules, the arbitration agreement or the law applicable to the proceedings.

Thirdly, parties seeking enforcement of foreign awards in Nigeria should identify the precise statutory basis of the application. The AMA 2023, the New York Convention and, in appropriate circumstances, the FJREA may raise different procedural considerations.

Fourthly, practitioners should distinguish between the limitation applicable to the original substantive claim and the limitation applicable to proceedings to enforce an award. Section 34 does not eliminate limitation statutes; it regulates their application to arbitral proceedings.

XI. Reform Considerations

Although section 34 has substantially improved the Nigerian position, certain matters could benefit from clarification.

The first is the relationship between section 34 and state limitation statutes. Legislative clarification could expressly state how the federal arbitration provision is to interact with inconsistent state provisions, thereby reducing jurisdictional uncertainty.

The second is the relationship between the AMA 2023 and other statutory mechanisms for enforcing foreign judgments and awards. A coordinated provision could clarify when the FJREA is available in relation to an arbitral award and how its limitation provisions interact with the AMA 2023.

The third concerns proceedings following the setting aside of an award. Judicial interpretation of section 34(2) should clarify the treatment of fresh arbitral proceedings commenced after an award has been annulled.

The fourth concerns the calculation of time in complex international arbitrations. Institutional arbitrations may involve partial awards, bifurcation, suspension, settlement of some claims and continuation of others. A clear judicial methodology for identifying the relevant commencement and award dates would enhance predictability.

XII. Conclusion

The Nigerian law on limitation periods for recognition and enforcement of arbitral awards has developed from a predominantly judicial regime to one governed increasingly by express legislation. Murmansk State Steamship Line v Kano State Oil Millers Ltd and City Engineering (Nig) Ltd v Federal Housing Authority established the pre-2023 position under which the limitation period was connected to the underlying cause of action. The approach produced serious practical difficulties where arbitration continued for a substantial period after commencement.

The AMA 2023 has materially changed that position. Section 34(1) recognises the continued relevance of applicable limitation statutes, while section 34(4) expressly excludes the period between commencement of arbitration and the date of the award when computing the time for enforcement. Section 34(2) provides corresponding protection where an award is set aside.

The Supreme Court's decision in BPE v Maduka is also significant. Although the dispute concerned an arbitration predating the AMA 2023, the Court applied the limitation-freezing principle associated with Sifax. The decision should not be described as formally overruling City Engineering; rather, it demonstrates an important development in the judicial treatment of limitation and arbitration and complements the legislative policy expressed in section 34.

For international arbitral awards, the New York Convention remains central to the recognition and enforcement framework. Its requirement that enforcement occur in accordance with the procedural law of the enforcing state

leaves room for Nigerian limitation law to operate, provided that the application of domestic procedural rules remains consistent with the Convention's requirements concerning equal treatment and non-discrimination.

The principal contemporary challenge is therefore no longer the absence of protection against the running of limitation during arbitration. Section 34 has substantially addressed that problem. The more important questions now concern the precise interaction between federal arbitration legislation and state limitation statutes, the relationship between the AMA 2023 and alternative foreign-judgment enforcement mechanisms, and the computation of time following the setting aside of an award.

The present Nigerian framework consequently represents a substantial movement away from the difficulties associated with the pre-2023 jurisprudence. Its further development will depend upon careful judicial interpretation of section 34 and, where necessary, targeted legislative clarification.