



CLIFFORD
CHANCE

Vietnam Investment Guide
Dispute resolution

V I L A F
VIETNAM INTERNATIONAL LAW FIRM

1. Background and problem areas

Although Vietnam has made strides in recent years in building a more internationally acceptable dispute resolution framework, this framework remains at an early stage. As in other developing countries, formal dispute resolution and enforcement in Vietnam will continue to be a concern for investors for the following reasons:

- the laws and regulations of Vietnam are still relatively unclear and underdeveloped in many important areas, including in relation to substantial matters such as rights and obligations of parties to a contract and procedural matters such as enforcement of rights, and may be subject to broad interpretation;
- the independence of the judiciary is not guaranteed;
- judges and arbitrators generally have little experience in dealing with complicated disputes;
- while the incorporation of foreign laws to govern contracts is permitted in certain circumstances under the laws of Vietnam, in practice foreign law is seldom applied in Vietnam;
- there is no systematic publication of judgments or judicial decisions;
- there is no system of binding case law precedent;
- choice of foreign courts is of limited value as foreign court judgments are generally not enforceable in Vietnam; and
- despite the enforceability of court judgments and arbitral awards, the actual enforcement process is uncertain, expensive and time-consuming.

2. Conciliation and mediation

The laws of Vietnam encourage parties to settle their disputes by conciliation and mediation. Until the legal framework is further developed, the practical importance of this approach to dispute resolution cannot be over-emphasised. Parties are encouraged to seek the assistance of the relevant authorities to arrive at an amicable solution to any dispute, although no formal system of mediators and conciliators has yet been developed (except in relation to certain employment disputes). A settlement agreement reached between the parties during mediation or conciliation is currently treated in the same manner as a normal contractual agreement, with the usual contractual remedies available for breach of its provisions.

Where litigants are required to attend conciliation meetings chaired by a judge, the settlement agreements reached, and thereafter recognised by judges' decisions, are final and enforceable against the parties.

If conciliation and mediation fail, the parties may refer the matter to various fora, including international and domestic commercial arbitration, Vietnamese courts or foreign courts.

3. Arbitration

Legislation governing arbitration

The Law on Commercial Arbitration No. 54-2010-QH12 ("**Arbitration Law**") is the applicable law relating to both domestic and international arbitrations in Vietnam. The Arbitration Law came into force on 1 January 2011 and replaced the former Ordinance on Commercial Arbitration 2003 ("**OCA**"). Arbitration agreements signed prior to the effective

date of the Arbitration Law are still governed by the OCA.

As discussed below, Vietnam is a signatory to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("**New York Convention**") and the provisions of the New York Convention relating to the enforcement of both domestic and foreign arbitral awards have been incorporated into Vietnamese law.

Disputes that may be referred to arbitration

In order for a dispute to be referred to arbitration there must be a valid written arbitration agreement (either in the form of an arbitration clause within a contract or by way of a separate agreement made either before or after a dispute has arisen). The dispute must also be an arbitrable dispute under the Arbitration Law.

The Arbitration Law stipulates three categories of disputes that may be referred to arbitration, as follows:

- (1) disputes arising from "commercial activities";
- (2) disputes arising between parties where at least one party is engaged in commercial activities; and
- (3) other disputes that are permitted under the law to be resolved by arbitration.

Therefore, under the Arbitration Law an individual without business registration, such as a consumer, is now entitled to choose arbitration as a method of settlement of his/her disputes with a party conducting commercial activities. The third, residual category of arbitrable disputes, allows scope for legislators to expand the types of disputes that may be resolved by arbitration in the future.

Law applicable to a dispute in arbitration

The Arbitration Law imposes restrictions on the choice of law applicable to an arbitration proceeding by reference to whether the dispute is, in essence, a "Vietnamese" dispute or whether the dispute involves "foreign elements".

For domestic disputes between Vietnamese entities (without foreign elements), the Arbitration Law requires that the arbitral tribunal must apply the laws of Vietnam to resolve the dispute.

Disputes involving a "foreign element" may be resolved in accordance with any law agreed between the parties to the dispute. If the parties do not have an agreement on applicable law, the arbitral tribunal shall decide to apply the law which it considers the most appropriate. For this purpose, a dispute will have a "foreign element" in circumstances where: (i) one party to the dispute is a foreign entity or; (ii) the basis of the dispute arises outside of Vietnam or under foreign law; or (iii) the assets relating to the dispute are located outside of Vietnam.

If the law of Vietnam or the law selected by the parties does not contain specific provisions relevant to the matters in dispute, the arbitral tribunal will apply "international practice", provided that it is not contrary to the fundamental principles of the laws of Vietnam. Although not specifically defined under Vietnamese law, it appears that "international practice" may refer to a kind of precedential value built up by customary practice repeated in international transactions of the same type.

Availability of interim measures

The Arbitration Law enables parties to arbitral proceedings to seek interim measures from the Vietnamese courts or the arbitral tribunal, subject to any agreement between the parties to the contrary.

However, the power of the Vietnamese courts to grant interim measures is limited to interim measures in support of arbitral proceedings conducted in Vietnam under the Arbitration Law and does not extend to foreign arbitral proceedings.

Previously, parties in arbitration could only seek interim relief from the Vietnamese courts. The Arbitration Law now also permits arbitral tribunals to grant various interim measures. The interim measures available to arbitral tribunals include asset-freezing measures, interim payments and various forms of injunctive relief. Interim measures ordered by an arbitral tribunal are enforceable by the provincial-level enforcement agency where the interim measure is to be applied.

Arbitrations conducted in Vietnam

Vietnam's domestic arbitration system suffers from a number of shortcomings. The new Arbitration Law contains provisions that are designed to resolve some of the problem areas in the operation of commercial arbitrations in Vietnam.

One notable change is that the Arbitration Law now allows foreigners to serve as commercial arbitrators in Vietnam. Under the OCA, only Vietnamese nationals were permitted to serve as arbitrators. Foreign arbitration institutions are now permitted to operate in Vietnam in the forms of a branch or/ and a representative office. The appointment of a foreigner as an arbitrator is not limited to parties to a dispute with "foreign elements"; parties to domestic disputes are also entitled to appoint foreigners as their arbitrators (provided that the appointed foreigners are qualified to act as such under the Arbitration Law).

Under the Arbitration Law, commercial disputes may be resolved by an institutional arbitral tribunal or by an ad hoc arbitral tribunal. The arbitral tribunal may consist of a single arbitrator, or multiple arbitrators, as agreed by the parties. If the parties fail to reach an agreement on the number of arbitrators, the tribunal will be formed of three arbitrators.

Vietnam has a number of institutional arbitration centres, including the Vietnam International Arbitration Centre ("VIAC"). VIAC provides institutional arbitrations with their own rules of arbitration.

Recognition and enforcement of Vietnamese arbitral awards

The Arbitration Law expressly confirms that arbitral awards rendered in Vietnam will be enforceable in Vietnam. Unlike foreign awards under the New York Convention, domestic awards rendered under the OCA and the Arbitration Law do not need to be recognised by the Vietnamese courts. A successful party is entitled to enforce an award in its favour at the provincial-level enforcement agency where the arbitration tribunal rendered the award (except in circumstances where the arbitral award has been set aside by a Vietnamese court). An arbitral award in an ad hoc arbitration must be registered within

one year of the date such award was issued with the court in the locality where the arbitration tribunal issued the award, prior to any request for enforcement being made to the provincial-level enforcement agency.

Enforcement of Vietnamese arbitral awards in countries outside of Vietnam will depend on the applicable arbitration laws of that country, whether there is reciprocity between that country and Vietnam and, in particular, whether that country is a signatory to the New York Convention.

The practical steps involved in enforcing a Vietnamese arbitral award are set out in more detail in section 6 of this chapter.

Narrow grounds for setting aside of domestic arbitral awards

Parties to a domestic arbitral award may apply to the Vietnamese courts to set aside the award. However, the courts may only review procedural matters and cannot rehear the dispute. The grounds on which an award issued under the Arbitration Law may be set aside include where:

- the parties do not have an arbitration agreement;
- the arbitration agreement is void (for example, if a party does not have the authority to sign an arbitration agreement);
- the composition of the arbitral tribunal, or the arbitral proceedings, were not in accordance with the agreement of the parties or the Arbitration Law;
- the dispute does not fall under the jurisdiction of the arbitral tribunal (if any part of an arbitral award is outside the jurisdiction of the arbitral tribunal, then that part shall be set aside);
- evidence provided by the parties, and which formed the basis for the award of the arbitral tribunal, was falsified;
- the relevant arbitrator(s) receives money, property or other material benefit from any party which affects the impartiality and objectiveness of the arbitral award; or
- the arbitral award is contrary to the basic principles of Vietnamese law. As discussed further in this chapter, this provision has generally been construed broadly by the Vietnamese courts.

Unless otherwise stipulated by law, the statute of limitations for arbitration proceedings is two years from the date the legitimate right and interest of a party are infringed. In general, the parties have 30 days from receiving the arbitral award to apply to the court for cancellation of the award.

Recognition and enforcement of foreign awards in Vietnam

Since 1995, Vietnam has been a party to the New York Convention and therefore, in principle, awards rendered in other New York Convention countries should be enforceable in Vietnam.

In practice, however, Vietnamese law in relation to the recognition and enforcement of foreign arbitral awards remains unclear and the Vietnamese courts have demonstrated a somewhat anti-arbitration stance by adopting a broad interpretation of the grounds for challenging foreign awards and refusing to recognise and enforce foreign arbitral awards on a number of occasions.

At the time of ratifying the New York Convention, Vietnam made a reservation that it would only recognise and enforce arbitral awards rendered in relation to transactions which are “commercial” in nature under Vietnamese law. Under Vietnam’s Ordinance on Foreign Arbitral Awards, “commercial” disputes were generally interpreted as limited to sales and trade-related contracts. Recent amendments to the Civil Procedures Code (“CPC”) appear to have significantly broadened the scope of what are regarded as “commercial” disputes to cover most commercial relations, including the sale of goods, provision of services, construction, investment, finance and banking and insurance. However, it remains unclear to what extent the Vietnamese courts will require that foreign arbitral awards to be enforced in Vietnam must relate to transactions which are strictly “commercial”.

General requirements for recognition and enforcement of foreign awards

In Vietnam, foreign arbitral awards are defined as arbitral awards rendered by non-Vietnamese arbitrators either within or outside Vietnam. Vietnamese courts have the power to recognise and enforce a foreign arbitral award rendered in or by arbitrators of a country that is party to the New York Convention or, in the case of an award made in a non-Convention country, to the extent that such a country grants reciprocal treatment to Vietnam.

Parties with a foreign arbitral award in their favour must file a petition with the Ministry of Justice of Vietnam (which will then pass the petition to the relevant court in Vietnam) requesting that the award be recognised and enforced in Vietnam, provided that:

- (i) the organisation against which enforcement is sought has its head office in Vietnam; or
- (ii) in the case of an individual award debtor, the individual against whom enforcement is sought resides or works in Vietnam; or
- (iii) assets against which enforcement might be sought are in Vietnam at the time the petition is filed.

Petitions in foreign languages must be accompanied by a duly notarised or certified Vietnamese translation.

The procedures prescribed by law in relation to the recognition and enforcement of foreign arbitral awards only specifically grant the defendant (i.e., a party who is subject to enforcement proceedings) the right to participate in the court hearing. In practice, however, applicants seeking enforcement of foreign arbitral awards in Vietnam are also invited by the court to participate in the hearing.

Grounds for rejection of foreign arbitral awards

Vietnamese courts may refuse to recognise and enforce a foreign arbitral award on certain limited grounds (which are substantively the same as the narrow grounds for refusing recognition and enforcement under Article V of the New York Convention), namely where:

- the parties lack the capacity to sign the arbitration agreement in accordance with the law applicable to each party;

- the arbitration agreement is invalid under the governing law selected by the parties or, in case there is no law selected, under the law of the jurisdiction where the foreign arbitral award is rendered;
- the respondent was not duly and timely notified of the arbitrators’ appointment or the arbitration process, or where other legitimate reasons meant the respondent could not exercise its procedural rights in the arbitration;
- the foreign arbitral award was made where no settlement was requested or went beyond the request of the disputing parties;
- the composition of the arbitral tribunal and/or the arbitration proceedings was not in accordance with the arbitration agreement of the parties or the applicable law;
- the award is not yet legally binding on the parties; or
- the award has been overruled or suspended by competent authorities of the country where the award was made or whose law was the governing law.

In addition, a foreign arbitral award will not be recognised and enforced by the Vietnamese courts where the court considers that:

- a. the relevant dispute cannot be resolved by arbitration in accordance with the laws of Vietnam; or
- b. the recognition and enforcement of the foreign award in Vietnam is contrary to the “basic principles of the laws of Vietnam”.

The concept of “basic principles of Vietnamese laws” is not expressly defined by Vietnamese law and therefore it gives rise to considerable uncertainty in relation to its application by Vietnamese courts. The Vietnamese courts have interpreted the “basic principles of Vietnamese laws” broadly (and more broadly than the “public policy” ground for refusing recognition and enforcement) to include a failure to comply with local Vietnamese administrative procedures and laws.

In practice, Vietnamese courts have, on many occasions, refused to enforce foreign arbitral awards on the basis that the underlying contract (including the arbitration provision) was invalid as the signatory to that contract was not duly authorised to sign it.

The practical steps involved in enforcing a foreign arbitral award are detailed further in section 6 of this chapter.

4. Enforcement of Foreign Judgments

Judgments issued by foreign courts may be recognised and enforced in Vietnam in circumstances where Vietnam has signed a bilateral treaty with the relevant country regarding enforcement of that country’s court judgments. To date, Vietnam has entered into bilateral treaties in relation to the enforcement of foreign civil court judgments with a few, select countries including Algeria, Belarus, Bulgaria, China, Cuba, Czechoslovakia, France, Hungary, Kazakhstan¹, Laos, Mongolia, North Korea, Poland, Russia, Taiwan (China) and Ukraine.

Under the CPC, civil judgments or decisions of foreign courts are defined to mean judgments and decisions of foreign courts² relating to civil matters regarding:

- marriage and family;
- business, commerce or labour;
- assets in criminal or administrative judgments; or
- decisions of foreign courts and other judgments or decisions of foreign courts which are considered to be a civil judgment or decision in accordance with the laws of Vietnam.

Accordingly, judgments handed down in qualifying countries relating to commercial disputes are subject to the Vietnamese court's recognition and enforcement regime.

In addition, the CPC allows the Vietnamese courts to recognise and enforce foreign court judgments on the basis of reciprocity (comity), although it remains unclear how this is implemented in practice.

The conditions and procedures for filing petitions to request the recognition and enforcement of foreign judgments are similar to those for foreign arbitral awards.

The CPC outlines the circumstances in which judgments issued by a foreign court will not be recognised or enforced in Vietnam, namely where:

- the judgment is not yet legally enforceable under the law of the country in which the judgment was made;
- the person against whom enforcement is sought, or his or her legal representative(s), was absent from the foreign court hearing because they had not been duly summoned;
- the subject matter of the foreign judgment falls under the exclusive jurisdiction of the Vietnamese courts;
- there has been a legally effective judgment or decision on the same case made by the Vietnamese court or by another foreign court, which has already been recognised and enforced by the Vietnamese courts;
- the Vietnamese courts were seized of the case and had accepted jurisdiction to resolve the matter prior to proceedings being commenced in the foreign court in which the judgment has been entered;
- the time limit for enforcement of the judgment has expired in accordance with the laws of the country in which judgment was entered or under Vietnamese law; or
- the recognition and enforcement in Vietnam of the judgments of foreign courts are contrary to the basic principles of the laws of Vietnam.

5. Vietnamese Courts

The Vietnamese court system consists of the Administrative Court, Economic Court, Civil Court, Labour Court and Criminal Court. The jurisdiction of each type of court is different, depending on the nature of the matters in dispute. The Economic Court has jurisdiction over most commercial and financial disputes.

The amended CPC (with amendments coming into effect on 1 January 2012) unified Vietnam's court procedures across different courts. Under the amended CPC, all civil, commercial or labour disputes are now subject to the same set of procedural rules. A dispute may, depending on the type of dispute, be heard at first instance either by the district court or by the provincial court. The recognition of foreign judgments and foreign arbitral awards falls under the jurisdiction of the provincial courts.

Court procedures in Vietnam can be divided into the following three distinct stages: first instance, appeal and review (second appeal). Most cases go to both first instance and appeal as parties are entitled to appeal against a first instance judgment within 15 days of the judgment being handed down. First instance judgments are not enforceable until the expiry of the 15-day period for appeal or the case has been disposed of by the appellate court. This is different from most countries where court judgments, even at first instance, are immediately enforceable and appellate review normally stays enforcement upon the appellant furnishing a bond or other security for costs if the appellant fails on appeal. As there is no such security requirement in Vietnam, appeals are often used as a delay tactic to postpone enforcement.

Under the amended CPC, within one year from the effective date for enforcement of the judgment, the parties have the right to lodge a petition for review (second appeal) of a case on the grounds of legal errors. The decision to grant such a review is made administratively by either the Chief Justice of a competent court or the Chief Prosecutor of a competent Procuracy. The time limit for allowing such a review is normally 3 years from the date the judgment becomes legally enforceable; however in certain cases there is provision for this time limit to be extended to 5 years.

In circumstances where a review of a judgment is granted, accompanying orders staying the enforcement of the judgment will usually also be made. The review takes place in closed court and while there is provision for the court to summon parties to be heard where the court considers it to be necessary, there is no record to suggest the court has ever summoned parties to participate in review hearings. The non-transparent nature of the review process and the protracted period available for review undermine the certainty, finality and international acceptability of Vietnam's litigation system. As reviews are not always referred to the Judicial Council of the Supreme People's Court – being the highest judicial tribunal in Vietnam – there is a possibility that a case may be subject to more than one review process in circumstances where an initial review is conducted by a lower court.

The amended CPC introduced features of the common law adversarial litigation system including in relation to issues such as the burden of proof. However, the amended CPC still retains features of the traditional civil law system as, for example, it requires the court to assume the role of an inquisitor of truth.

¹ As of the date of this publication, the bilateral treaty between Vietnam and Kazakhstan signed on 31 October 2011 has not taken effect.

² It is worth noting that under the laws of Vietnam, Foreign Invested Companies may not be able to refer their disputes to a foreign court.

The amended CPC and its guiding regulations provide for a much more comprehensive set of rules on the application of interlocutory relief (such as temporary injunctions) and declaratory judgments.

Foreign investors should be aware of certain statutes of limitation and potentially lengthy court proceedings and appeal and review processes. In general, the amended CPC provides that the statute of limitations for initiating a court proceeding is two years from the date on which the party is aware that their lawful rights and interests have been infringed. Although the laws of Vietnam set strict time limits for courts to dispose of cases (for example, two to four months for trial preparation at first instance proceedings), the possibility of lengthy appeals and reviews makes court proceedings very time-consuming. In practice, some disputes will take several years to be heard, appealed and reviewed.

Parties to disputes in Vietnam should be aware that the Vietnamese courts routinely refuse to give effect to choice of law clauses. Vietnamese judges are unlikely to apply foreign laws as the law governing a dispute heard in Vietnam as a matter of practice and, even if they were to do so, there is no ability to call foreign lawyers to a hearing to give expert evidence on foreign law.

6. Enforcement process

On 14 November 2008, the National Assembly passed the Law on Enforcement of Civil Judgments (the "Enforcement Law"), which took effect from 1 July 2009. The Enforcement Law governs the principles, order and procedures for enforcement of, *inter alia*:

- (i) judgments or decisions of the courts of first instance which are not subject to appeal;
- (ii) judgments or decisions of the appellate courts;
- (iii) decision of the courts of cassation or second-appeal decision of the courts;
- (iv) foreign courts' civil judgments or decisions and foreign arbitral awards which have been recognised and permitted for enforcement in Vietnam by Vietnamese courts;
- (v) decisions of the Judicial Council for settlement of competition cases, which are not voluntarily executed or challenged in court by the involved parties within 30 days after they take legal effect; and
- (vi) awards of commercial arbitrations.

Following court or arbitration proceedings, if the judgment or award is not carried out voluntarily, the successful party may initiate the enforcement process by sending an application to the competent enforcement agency.

Limitations and restrictions on enforcement

The statute of limitations for filing an application for enforcement of a judgment or decision is five years from the effective date of the judgment or decision. In circumstances where a judgment or arbitral award includes orders that some action be undertaken by a stipulated period, the five-year statute of limitations will be counted from the date the obligation is due.

An application for enforcement of a judgment or decision will not be accepted in cases where:

- the applicant has no right to make a request for enforcement or the contents of the application for enforcement are irrelevant to the contents of the judgment or decision;
- the application for enforcement has not been filed with the applicable, competent enforcement agency; or
- the application is time-barred by the statute of limitations for requesting enforcement.

The additional specific grounds for refusing to recognise and enforce domestic and foreign arbitral awards are detailed in section 3 of this chapter.

The Enforcement Law provides that an enforcement decision is to be issued within 5 working days of the date of receipt of the request for enforcement. An official from the enforcement agency is appointed, within 2 working days of the enforcement decision being issued, to oversee the implementation of the enforcement decision. The parties to the dispute (and any persons with related rights and obligations) are to be notified of the enforcement decision within 3 working days of the date of issuance.

Except in limited cases where claimants are exempt from enforcement fees, the enforcing party is responsible for paying an enforcement fee equal to 3% of the actually received sum of money or value of assets, but not exceeding VND 200 million per enforcement request.

Cases where the judgment debtor is deemed not to satisfy conditions for execution include where:

- the judgment debtor has no assets for judgment enforcement or has assets the value of which are sufficient only to pay expenses for coercive judgment enforcement, or which are not permitted to be handled for judgment enforcement at law;
- the judgment debtor has no income or has low income or can only assure minimum living standards for him/herself and his/her family;
- seized assets cannot be sold and the judgment creditor refuses to accept them for judgment enforcement.

The time limit for voluntary execution of a judgment or decision is 15 days after the judgment debtor receives or is properly notified of the judgment enforcement decision. Once the 15-day limit has expired, or in cases where it is necessary to prevent the judgment debtor from dispersing or dissipating assets to avoid the judgment, the enforcing party may apply for measures to secure and coerce the judgment enforcement.

Ancillary enforcement measures

The Enforcement Law allows the enforcing party to obtain ancillary orders to secure the enforcement of judgments, such as freezing accounts, seizing assets and papers and or suspending the registration or transfer of assets. The enforcing party may also seek to effect the enforcement of the judgment by:

- deducting money from accounts;
- recovering and handling money and valuable papers of judgment debtors;
- garnishing income of judgment debtors;
- seizing and handling assets of judgment debtors, including those held by third parties;

- utilizing assets of judgment debtors;
- compelling the transfer of objects, property rights and valuable papers; and
- forcing performance or non-performance of certain acts by judgment debtors.

Within 10 days of the date the money is collected from the judgment enforcement, the enforcers shall pay such money to the judgment creditors after subtracting judgment enforcement expenses as provided by the Enforcement Law.

The Enforcement Law permits parties to reach an agreement on enforcement, provided that such an agreement does not violate prohibitions prescribed by law and is not contrary to social morality. Outcomes of judgment or decision enforcement under agreement will be recognised and witnessed by the enforcers, if so requested by involved parties. In case one party fails to comply strictly with their agreement, the other may request the relevant enforcement agency to enforce the unperformed portion of their obligations under the judgment or decision.

Finally, it should be noted that the enforcement process is very cumbersome and expensive in practice and it may take several months or even years to enforce effectively and execute a judgment or debt award.

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