



BE VIETNAM WISE · DOING BUSINESS IN VIETNAM

The guide for foreign and Vietnamese investors

Chapter 9 of 11

Arbitration & Disputes

A dispute is won or lost long before it arises: in the forum clause, the governing law, the signatory's authority, the security taken and the investor's treaty position. This chapter explains how business disputes are resolved in Vietnam as at 10 October 2026, after a year in which the courts, the enforcement system and the leading arbitral rules were all rebuilt, and how a foreign investor should plan for each route.

Reviewed 10 October 2026. Prepared by a foreign investment lawyer (now retired) with 20 years' experience advising on Vietnamese investment law.

Legal and tax information, not legal advice. Rates, thresholds and procedures change: confirm anything important with the relevant authority or a lawyer licensed to provide legal services in Vietnam before you act. Only the Vietnamese text of a law is authoritative.

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Arbitration & Disputes

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AT A GLANCE

Governing law

- [Law No. 54/2010/QH12 on Commercial Arbitration, with Decree No. 63/2011/ND-CP as amended and Resolution No. 01/2014/NQ-HDTP](#)
- [Civil Procedure Code No. 92/2015/QH13, as amended by Law No. 85/2025/QH15 \(from 1 July 2025\)](#)
- [Law No. 81/2025/QH15 amending the Law on the Organisation of People's Courts \(from 1 July 2025\)](#)
- [Law No. 106/2025/QH15 on Civil Judgment Enforcement \(from 1 July 2026\)](#)
- [Law No. 143/2025/QH15 on Investment, Article 13; Decision No. 14/2020/QD-TTg on international investment disputes](#)
- [Decree No. 22/2017/ND-CP on commercial mediation, as amended by Decree No. 112/2025/ND-CP; Law No. 58/2020/QH14 on Mediation and Dialogue at Court](#)
- [Law No. 150/2025/QH15 on the Specialised Court at the International Financial Centre \(from 1 January 2026\); Decree No. 328/2025/ND-CP](#)

Key figures

New York Convention in force for Vietnam	Since 11 December 1995
Time to apply to annul a Vietnamese award	30 days from receipt
Time to apply to recognise a foreign award or judgment	3 years
Court structure since 1 July 2025	1 supreme, 34 provincial, 355 regional courts

Who you will deal with

- People's courts: the Supreme People's Court, 34 provincial courts and 355 regional courts since 1 July 2025; the Economic Courts of Hanoi, Da Nang and Ho Chi Minh City decide applications to annul arbitral awards
- Ministry of Justice: licensing of arbitration centres, judicial assistance, the civil judgment enforcement system through its Department of Civil Judgment Enforcement Management, and advice on investor-State disputes
- Provincial civil judgment enforcement agencies and their 355 regional divisions, and from 1 July 2026 licensed private enforcement offices
- Vietnam International Arbitration Centre (VIAC) and its Vietnam Mediation Centre (VMC), attached to the Vietnam Chamber of Commerce and Industry; provincial Departments of Justice for commercial mediation centres

What changed in 2025–26

- Law No. 81/2025/QH15 and Law No. 85/2025/QH15 abolished the district and high courts on 1 July 2025; regional courts now hear commercial cases and applications to recognise foreign awards at first instance, and annulment is concentrated in Hanoi, Da Nang and Ho Chi Minh City.
- The VIAC Rules 2026 apply to arbitrations commenced from 1 July 2026, with joinder, consolidation, a broader expedited

Preparation period for a commercial case	2 months (+1 month)
Appeal against a first-instance judgment	15 days
Time limit to request enforcement	5 years
Bilateral investment treaties in force	45

procedure and disclosure of third-party funding.

- Law No. 106/2025/QH15 on Civil Judgment Enforcement replaced the 2008 law on 1 July 2026, adding private enforcement offices and a national enforcement database.
- Law No. 150/2025/QH15 created an English-language specialised court for the Vietnam International Financial Centre from 1 January 2026, and Decree No. 328/2025/ND-CP provides for the centre's international arbitration centre.
- Decree No. 112/2025/ND-CP moved the licensing of commercial mediation centres from the Ministry of Justice to the provinces.

Who this applies to. The courts, arbitration law, mediation and enforcement apply to every business alike. What differs is choice: under Article 13 of the Law on Investment a foreign investor, or a company more than 50% foreign-owned, may take disputes with other investors to foreign or international arbitration, and may agree international arbitration with a State body or rely on an investment treaty; Vietnamese investors, and companies at or below 50% foreign ownership, are confined to Vietnamese arbitration or courts.

How disputes are resolved in Vietnam

Business disputes in Vietnam are resolved by negotiation, mediation, arbitration or the courts. Article 13 of Law No. 143/2025/QH15 on Investment states the sequence for investment disputes, negotiation and mediation first and then arbitration or the courts, and the dispute clause in the contract decides which of the last two applies, because a valid arbitration agreement takes the dispute out of the courts under Law No. 54/2010/QH12 on Commercial Arbitration. The forum is therefore chosen when the contract is signed. The most important rule for a foreign investor is the line drawn by Article 13(3): where at least one party is a foreign investor or a company more than 50% foreign-owned, disputes between investors may go to foreign or international arbitration; otherwise they stay in Vietnam. How to choose between the routes, the limits on choosing foreign governing law, the role of the seat and the points every dispute clause must settle are explained in [Dispute resolution landscape and choice of forum](#).

Enforceability decides most choices. A Vietnamese arbitral award is enforced directly once the 30-day window for annulment has passed; a foreign arbitral award is enforceable under the New York Convention after recognition by a Vietnamese court; a foreign court judgment is recognised only under a judicial assistance treaty or on reciprocity, and Vietnam has no such treaty with the United Kingdom, the United States or Singapore. That is why foreign investors contracting with Vietnamese counterparties choose arbitration, either at VIAC or offshore, and rarely choose foreign courts.

Arbitration at home and abroad

Arbitration seated in Vietnam is governed by the Law on Commercial Arbitration, guided by Resolution No. 01/2014/NQ-HDTP of the Supreme People's Court. An arbitration agreement must be in writing and is void in the six cases in Article 18, of which the signatory's lack of authority is the one most often raised. The Vietnam International Arbitration Centre (VIAC) is the leading institution, and its new Rules apply to arbitrations commenced from 1 July 2026, adding joinder, consolidation, claims under multiple contracts, tribunal-appointed experts, third-party funding disclosure and a broader expedited procedure. Vietnamese law has no emergency arbitrator, so urgent relief before a tribunal exists comes from the court. A party may apply to annul a Vietnamese award within 30 days of receipt on exhaustive grounds; since 1 July 2025 these applications go to the Economic Courts of the People's Courts of Hanoi, Da Nang and Ho Chi Minh City, whose decision is final. See [Commercial arbitration and VIAC](#).

Offshore arbitration at SIAC, HKIAC or the ICC gives neutrality and enforceability in more than 170 Convention states, at the cost of a recognition proceeding in Vietnam. The application is filed within three years of the award taking effect, heard since July 2025 by a regional court with appeal to the provincial court, and recognition may be refused on Convention-style grounds, including conflict with the fundamental principles of Vietnamese law, which courts have at times read broadly. Keeping proof of the Vietnamese signatory's authority and of proper notice of the arbitration are the cheapest protections. See [Foreign arbitration and enforcement of awards](#).

The courts and mediation

The courts were reorganised on 1 July 2025 by Law No. 81/2025/QH15 into the Supreme People's Court, 34 provincial courts and 355 regional courts. Regional courts hear commercial disputes at first instance, including those with a foreign element, with appeal to the provincial court and cassation on protest above it. The Civil Procedure Code gives the court two months to prepare a commercial case, extendable by one month, but contested cases commonly take a year or more at first instance. Interim measures, such as freezing accounts and attaching assets, are available within 48 hours where requested with the petition, against security. Court fees follow the sliding scale in Resolution No. 326/2016/UBTVQH14, and only Vietnamese lawyers may appear. See [Vietnamese courts and litigation](#).

Most disputes settle. Commercial mediation under Decree No. 22/2017/ND-CP, as amended by Decree No. 112/2025/ND-CP, is offered by registered mediators and centres including the Vietnam Mediation Centre at VIAC; a successful out-of-court mediation can be recognised by a court within six months and then enforced like a judgment, and courts offer confidential pre-action mediation under Law No. 58/2020/QH14. Vietnam is not a party to the Singapore Convention on Mediation, so international settlements need another route to enforcement. Vietnamese law has no general without-prejudice privilege, which makes a written confidentiality agreement essential. See [Mediation and negotiation](#).

Turning a decision into money

Law No. 106/2025/QH15 on Civil Judgment Enforcement replaced the 2008 law on 1 July 2026. Enforcement is carried out by the 34 provincial civil judgment enforcement agencies and their regional divisions, or, under the new law, by licensed private enforcement offices engaged under a service contract. The creditor must request enforcement within five years, the debtor has ten days to comply

voluntarily, and enforcement officers can require banks, registries and tax authorities to disclose assets. Recognition of foreign court judgments, and the priority of registered security under the Civil Code, Decree No. 21/2021/ND-CP and Decree No. 99/2022/ND-CP, are explained in [Enforcing judgments and civil judgment enforcement](#). In practice, security and a bank guarantee taken at the outset matter more than the choice of forum.

Disputes with the State and the new forums

A foreign investor's dispute with a Vietnamese authority goes to Vietnamese arbitration or courts unless its contract with the State body or a treaty provides otherwise. Vietnam has 45 bilateral investment treaties in force, and the CPTPP and the ASEAN Comprehensive Investment Agreement provide investor-State arbitration; Vietnam is not an ICSID member, so claims proceed under UNCITRAL or other permitted rules. The CPTPP requires consultations, a six-month wait and 90 days' notice, and for claims against Vietnam a prior local lawsuit on the same measure bars arbitration. The Government's response is coordinated under Decision No. 14/2020/QĐ-TTg, and UNCTAD records 13 known cases against Vietnam. The procedure, PPP and petroleum contracts and enforcement against the State are in [Investor-State disputes and treaty claims](#), building on [Investment guarantees and treaties](#).

Law No. 150/2025/QH15 created a specialised court for the Vietnam International Financial Centre from 1 January 2026, sitting in Ho Chi Minh City, working in English, open to foreign judges and lawyers, with final appeals; its procedural rules were planned for completion by the end of 2026. Decree No. 328/2025/ND-CP provides for the centre's international arbitration centre. Labour, administrative, tax, intellectual property and competition disputes each have their own forum. See [The VIFC court and specialised forums](#).

How to use this chapter

Read the first section before signing any significant contract, and the arbitration and foreign-award sections before choosing between VIAC and an offshore institution. Contract law itself, including the 8% penalty cap, the two-year limitation period and the rules on currency and language, is in [Commercial contracts in Vietnam](#), and security for loans in Chapter 6. Each section ends with the related FAQs, the official sources and a question you can put to Lawbot about your own facts. Several instruments described here, including the enforcement law's implementing decrees, the VIFC court's procedural rules and the VIAC expedited threshold, were still being issued or settled in 2026; check the current position before you rely on them. When a dispute arises, instruct a Vietnamese lawyer early.

OFFICIAL SOURCES

- National Legal Database (vbpl.vn): Law No. 143/2025/QH15 on Investment, Article 13; Law No. 54/2010/QH12 on Commercial Arbitration; Civil Code No. 91/2015/QH13, Articles 663 to 683 — <https://vbpl.vn>
- Vietnam International Arbitration Centre (model clause and 2026 Rules) — <https://www.viac.vn>
- UNCITRAL: status of the New York Convention — https://uncitral.un.org/en/texts/arbitration/conventions/foreign_arbitral_awards/status2
- Ministry of Justice (licensing of arbitration centres) — <https://moj.gov.vn>
- Supreme People's Court: precedents and guidance — <https://www.toaan.gov.vn>
- Court Journal of the Supreme People's Court (jurisdiction after the 2025 reorganisation) — <https://tapchitoaan.vn>
- UNCITRAL: status of the Singapore Convention on Mediation — https://uncitral.un.org/en/texts/mediation/conventions/international_settlement_agreements/status
- National Business Registration Portal (debtor shareholdings and company information) — <https://dangkykinhdoanh.gov.vn>
- UNCTAD Investment Dispute Settlement Navigator: cases against Viet Nam — <https://investmentpolicy.unctad.org/investment-dispute-settlement/country/229/viet-nam>
- UNCTAD Investment Policy Hub: Viet Nam's international investment agreements — <https://investmentpolicy.unctad.org/international-investment-agreements/countries/229/viet-nam>
- Government portal: Resolution No. 222/2025/QH15 and Decree No. 328/2025/ND-CP on the international arbitration centre — <https://chinhphu.vn>

The dispute resolution landscape and choice of forum: negotiation, mediation, arbitration and the courts, the Article 13 foreign-element rules, governing law and seat, enforceability, and how to choose and draft the clause

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WHAT YOU NEED TO KNOW

- Investment disputes are to be settled first by negotiation and mediation and then by arbitration or the courts (Article 13, Law No. 143/2025/QH15); in practice the dispute clause in the contract decides which forum applies.
- Where at least one investor is a foreign investor or a company more than 50% foreign-owned, the parties may choose Vietnamese courts, Vietnamese arbitration, foreign or international arbitration or ad hoc arbitration; purely domestic disputes stay with Vietnamese arbitration or courts (Article 13(3)).
- A contract with a foreign element may choose foreign governing law under Article 683 of the Civil Code (Law No. 91/2015/QH13), subject to Vietnamese mandatory rules and fundamental principles; in arbitration a dispute without a foreign element is decided under Vietnamese law (Article 14, Law No. 54/2010/QH12).
- Foreign arbitral awards are enforceable in Vietnam under the New York Convention, in force for Vietnam since 11 December 1995; foreign court judgments are recognised only under a treaty or on reciprocity (Article 423, Civil Procedure Code, Law No. 92/2015/QH13).
- Since 1 July 2025 the courts comprise the Supreme People's Court, 34 provincial courts and 355 regional courts (Law No. 81/2025/QH15), with first-instance commercial cases heard by regional courts.

Four routes, one decision made at signing

A business dispute in Vietnam is resolved in one of four ways: by negotiation between the parties, by mediation with a neutral third party, by arbitration, or by litigation in the people's courts. Article 13 of Law No. 143/2025/QH15 on Investment states the sequence for disputes relating to business investment: negotiation and mediation first, then arbitration or the courts ([FAQ 71](#)). The sequence is a policy statement more than a procedural bar for ordinary commercial contracts, but it becomes a real precondition where the contract or an investment treaty makes negotiation or mediation a condition of starting proceedings, and a tribunal may decline to proceed, or stay the case, if that step was skipped.

Arbitration and litigation are mutually exclusive. A valid arbitration agreement removes the dispute from the courts: Article 6 of Law No. 54/2010/QH12 on Commercial Arbitration requires a court seized of a dispute covered by a valid arbitration agreement to decline jurisdiction unless the agreement is void or incapable of being performed. Conversely, a contract with no arbitration clause, or with a defective one, leaves the dispute to the court that has jurisdiction under the Civil Procedure Code. The forum is therefore fixed when the contract is signed, not when the dispute arises. After a dispute has arisen the parties can still agree to arbitrate, but a party that expects to be the defendant rarely agrees.

This chapter treats each route in turn: arbitration in Vietnam in [Commercial arbitration and VIAC](#), foreign arbitration and the enforcement of foreign awards in [Foreign arbitration and enforcement of awards](#), the courts in [Vietnamese courts and litigation](#), mediation in [Mediation and negotiation](#), and the enforcement stage in [Enforcing judgments and civil judgment enforcement](#). This section explains how to choose between them.

Article 13: who may go offshore

Article 13 of the Law on Investment draws the line that governs every choice of forum. For **disputes between investors**, where at least one party is a foreign investor or an economic organisation more than 50% foreign-owned within Article 20, the parties may choose a Vietnamese court, Vietnamese arbitration, foreign arbitration, international arbitration or ad hoc arbitration (Article 13(3)). Disputes among domestic investors, and among companies at or below the 50% threshold, must go to Vietnamese arbitration or the Vietnamese courts ([FAQ 72](#)). A Vietnamese joint venture company that is 49% foreign-owned is therefore a domestic investor for this purpose, and its contracts with Vietnamese suppliers cannot validly refer disputes to SIAC or the ICC, while a 51% foreign-owned company can.

For **disputes between an investor and a State authority**, a foreign investor's dispute goes to Vietnamese arbitration or the Vietnamese courts unless the contract with the State body, or a treaty to which Vietnam is party, provides otherwise; a domestic investor's dispute with the State goes to Vietnamese arbitration or courts ([FAQ 77](#)). The guarantees, treaty network and Article 13 itself are explained in [Investment guarantees and treaties](#); claims against the State are covered in [Investor-State disputes and treaty claims](#).

Article 13 sits alongside the Law on Commercial Arbitration, which allows arbitration of disputes arising from commercial activities, disputes in which at least one party carries on commercial activities, and other disputes the law permits to be arbitrated (Article 2). Neither law prohibits a foreign-element dispute from being arbitrated in Vietnam: a foreign investor may choose VIAC as readily as SIAC. The question is what the parties gain or lose by each choice.

Governing law: foreign law and its limits

Governing law and forum are separate choices. Where a contract has a foreign element, which under Article 663 of the Civil Code means a foreign party, the creation, performance or termination of the relationship abroad, or an object of the relationship located abroad, the parties may choose the applicable law under Article 683. The choice is subject to three limits. First, a foreign law is not applied where its consequences would be contrary to the fundamental principles of Vietnamese law (Article 670). Second, mandatory rules apply regardless of the choice: contracts concerning real estate in

Vietnam are governed by Vietnamese law, and labour and consumer contracts cannot deprive the weaker party of Vietnamese protections. Third, a contract between two Vietnamese companies with no foreign element is governed by Vietnamese law, and a tribunal seated in Vietnam must decide a dispute with no foreign element under Vietnamese law (Article 14 of the Law on Commercial Arbitration).

A foreign-invested company is a Vietnamese legal entity. Its contract with another Vietnamese company is not, on that ground alone, a foreign-element contract under the Civil Code, although Article 13 of the Law on Investment allows it to choose foreign arbitration. Many practitioners therefore advise that a domestic contract involving a majority foreign-owned company should be governed by Vietnamese law even where foreign arbitration is chosen, to avoid an argument that a foreign governing law was invalid. Where foreign law does govern, its content must be proved, and a Vietnamese court or tribunal unfamiliar with it will rely on expert evidence. The contract rules that apply under Vietnamese law, including the 8% penalty cap and the two-year limitation period, are explained in [Commercial contracts in Vietnam](#).

Seat, institution and language

The **seat** of an arbitration is its legal home. It determines which courts may support the arbitration and annul the award, and whether the award is Vietnamese or foreign for enforcement purposes. An award made in Singapore under the SIAC Rules is a foreign award that must be recognised by a Vietnamese court before it can be enforced in Vietnam; an award made by VIAC with its seat in Hanoi is a Vietnamese award that can be enforced directly, without recognition, but can be challenged in the Vietnamese courts within 30 days. An award made by a foreign institution with its seat in Vietnam sits in an uncertain category, because Article 3(11) of the Law on Commercial Arbitration and the Civil Procedure Code do not define foreign awards in the same way; most advisers avoid that combination.

The **institution** administers the case under its rules. VIAC, the Vietnam International Arbitration Centre, is the leading Vietnamese institution, and its 2026 Rules apply to arbitrations commenced from 1 July 2026 (FAQ 73). For offshore arbitration, SIAC in Singapore, HKIAC in Hong Kong and the ICC are the usual choices. Ad hoc arbitration under the UNCITRAL Rules is lawful but places the burden of appointments and administration on the parties.

The **language** of an arbitration in Vietnam is Vietnamese unless the dispute has a foreign element or a party is a foreign-invested enterprise, in which case the parties may agree on another language and, failing agreement, the tribunal decides (Article 10 of the Law on Commercial Arbitration). Court proceedings are always in Vietnamese, and every foreign-language document must be translated.

Enforceability decides most cases

The best forum is the one whose decision can be enforced against the assets of the party most likely to lose. Where the Vietnamese counterparty's assets are all in Vietnam, every route ends in a Vietnamese enforcement agency, and the question becomes which decision reaches that agency most reliably. A **Vietnamese arbitral award** is enforced directly once the 30-day window for annulment has passed. A **foreign arbitral award** is enforceable under the New York Convention, which has been in force for Vietnam since 11 December 1995, after recognition by a Vietnamese court; recognition can be refused on Convention-style grounds, including conflict with the fundamental principles of Vietnamese law,

which courts have sometimes read broadly (FAQ 74). A **foreign court judgment** is recognised only where Vietnam has a judicial assistance treaty with the judgment state or on reciprocity, and there is no such treaty with the United Kingdom, the United States or Singapore (FAQ 75). A **Vietnamese judgment** is enforced directly but may take years to obtain once appeals and cassation are exhausted.

These differences explain the prevailing practice. Foreign investors contracting with Vietnamese counterparties usually choose arbitration, either VIAC or an offshore institution, and avoid foreign court jurisdiction clauses, which produce judgments Vietnam will generally not enforce. Where the counterparty has assets abroad, an offshore seat gives access to enforcement in more than 170 New York Convention states as well as in Vietnam.

DECISION GUIDE

Choosing the forum for a contract with a Vietnamese counterparty

A screening sequence for the dispute clause. It assumes the contract is commercial and arbitrable; disputes with State bodies, employees and consumers follow special rules covered elsewhere in this chapter.

Q1 Is at least one party a foreign investor, or a Vietnamese company more than 50% foreign-owned within Article 20 of the Law on Investment?

Yes Continue to Q2.

No Article 13 confines the dispute to Vietnamese arbitration or the Vietnamese courts. Choose VIAC or another Vietnamese centre, or the competent people's court, with Vietnamese governing law.

Q2 Are the counterparty's significant assets located only in Vietnam?

Yes Continue to Q3.

No An offshore seat (SIAC, HKIAC or ICC) allows enforcement where the assets are, as well as recognition in Vietnam under the New York Convention.

Q3 Is the contract value large enough to justify the cost of offshore arbitration and a separate recognition proceeding in Vietnam?

Yes Consider an offshore seat with a neutral institution and foreign governing law where the contract has a foreign element, accepting recognition risk in Vietnam.

No VIAC arbitration seated in Vietnam is usually the better fit: lower cost, Vietnamese-speaking arbitrators available, and direct enforcement without recognition.

Q4 Does the contract concern land, a State body, employees or consumers?

Yes

Check the special rules first: real estate contracts are governed by Vietnamese law, labour disputes go to labour mediation, arbitration or court, consumers may opt for court under Article 17 of the Law on Commercial Arbitration, and State contracts follow the separate investor-State limb of Article 13.

No

Draft the clause using the checklist below and the institution's model clause.

Model clauses and the stepped clause

VIAC's model clause refers any dispute arising out of or in relation to the contract to arbitration at VIAC under its Rules of Arbitration, and VIAC recommends adding the number of arbitrators, the seat, the governing law and the language, particularly where a foreign party or foreign-invested company is involved (FAQ 73). SIAC, HKIAC and the ICC publish comparable clauses. Using the institution's text, without paraphrase, is the single most effective protection against a clause being held defective; most clauses that fail in Vietnam fail because they name an institution that does not exist, name two institutions, or leave a choice between arbitration and court.

A **stepped clause** provides for negotiation for a fixed period, then mediation, then arbitration. It suits long-term relationships and reflects the sequence in Article 13, but each step must have a clear trigger and an end date, so that a party can start arbitration when the period expires without arguing about whether the earlier step was completed. Interim relief from a court or tribunal should be expressly excluded from the waiting period, and the clause should state that time spent negotiating does not extend the two-year limitation period for commercial claims under Article 319 of the Commercial Law, which continues to run unless interrupted.

What every dispute clause must settle

Points to decide and record before signing a contract with a Vietnamese counterparty.

☐

Forum

Arbitration or court, never both as alternatives. If arbitration, one named institution or expressly ad hoc.

☐

Institution and rules

The exact name, for example the Vietnam International Arbitration Centre (VIAC) under its Rules of Arbitration, or SIAC, HKIAC or ICC; use the model clause.

☐

Seat

A city, for example Hanoi, Ho Chi Minh City or Singapore. The seat fixes the supervising court and whether the award is Vietnamese or foreign.

☐

Number of arbitrators

One for smaller disputes; three for larger or more complex ones.

☐ **Language**

Permitted to be other than Vietnamese only where there is a foreign element or a foreign-invested party (Article 10 of the Law on Commercial Arbitration).

☐ **Governing law**

Foreign law only where a foreign element exists; Vietnamese law for real estate and for wholly domestic contracts.

☐ **Pre-arbitration steps**

Negotiation and mediation periods with fixed end dates; carve-out for urgent interim relief.

☐ **Parties bound**

Signed by authorised representatives of every party expected to be bound; separate clauses in related contracts drafted consistently to allow consolidation.

☐ **Authority**

Signatory's authority from the legal representative attached; an agreement signed without authority is void under Article 18 of the Law on Commercial Arbitration.

The four routes compared (October 2026)

Route	Legal basis	Enforceability in Vietnam	Typical use
Negotiation	Law No. 143/2025/QH15, Article 13; the contract	A settlement agreement is a contract; enforceable by action or, if mediated, court recognition	First step in every dispute; required by stepped clauses and treaties
Commercial mediation	Decree No. 22/2017/ND-CP as amended; Civil Procedure Code, Articles 416 to 419	Successful out-of-court mediation can be recognised by a court and then enforced like a judgment	Long-term relationships; disputes where both sides want a quick settlement
Vietnamese arbitration (VIAC and others)	Law No. 54/2010/QH12; Resolution No. 01/2014/NQ-HDTP	Directly enforceable once the 30-day annulment window has passed	Default choice for domestic and many foreign-element contracts
Foreign arbitration (SIAC, HKIAC, ICC)	Article 13(3), Law on Investment; New York Convention; Civil Procedure Code, Articles 451 to 463	After recognition by a regional court; refusal possible on Convention grounds	Foreign-element contracts where at least one investor is foreign or majority foreign-owned
Vietnamese courts	Civil Procedure Code; Law No. 81/2025/QH15 (court structure)	Directly enforceable after judgment takes effect	Domestic disputes, small claims, matters outside arbitration
Foreign courts	Civil Procedure Code, Articles 423 to 445	Only under a judicial assistance treaty or on reciprocity	Rarely advisable against a Vietnamese counterparty

WORKED EXAMPLE

Choosing the forum for a USD 8 million equipment supply and service contract

A German manufacturer will supply production equipment to a Vietnamese joint stock company that is 30% foreign-owned, with installation and five years of maintenance by the manufacturer's 100% foreign-owned Vietnamese subsidiary. Illustrative; the parties take advice in each jurisdiction.

Supply contract (German seller, Vietnamese buyer)	Foreign element present (foreign party, goods from abroad). Article 13(3) allows foreign arbitration because the seller is a foreign investor.
Service contract (Vietnamese subsidiary, Vietnamese buyer)	No foreign element under the Civil Code, but the subsidiary is more than 50% foreign-owned, so foreign arbitration is permitted under Article 13(3). Vietnamese governing law chosen to avoid any argument over foreign law.
Where the assets are	The buyer's assets are entirely in Vietnam: factory, receivables and bank accounts. Any award will need enforcement in Vietnam.
Options weighed	SIAC seated in Singapore with English law for the supply contract (neutral, but a recognition application in Vietnam adds about four to eight months and refusal risk); or VIAC seated in Ho Chi Minh City for both contracts (direct enforcement, lower cost).
Decision	VIAC arbitration seated in Ho Chi Minh City for both contracts, three arbitrators, English language for the supply contract and Vietnamese with English translation for the service contract, consolidated proceedings permitted; Vietnamese law for the service contract and English law for the supply contract.
Stepped clause	30 days of senior management negotiation, then 60 days of mediation at the Vietnam Mediation Centre, then VIAC arbitration; urgent interim relief carved out.
Security	A bank guarantee from a Vietnamese bank for 10% of the price, payable on demand, so that the seller's main protection does not depend on any forum.

Had the buyer held assets in Singapore or Hong Kong, an offshore seat would have been more attractive, because the award could have been enforced there without a Vietnamese recognition proceeding.

Had the Vietnamese subsidiary been 49% foreign-owned, the service contract could not validly have chosen SIAC under Article 13; only Vietnamese arbitration or the courts would have been available.

Questions investors ask about choosing a forum

Should a foreign investor choose arbitration or the Vietnamese courts?

Usually arbitration. Article 13 of the Law on Investment allows a foreign investor or a company more than 50% foreign-owned to choose Vietnamese or foreign arbitration, awards are confidential and final, and foreign awards are enforceable under the New York Convention. Court proceedings are public, in Vietnamese, and can run through appeal and cassation.

Can a 100% foreign-owned Vietnamese company agree SIAC arbitration with a Vietnamese supplier?

Yes. Article 13(3) of Law No. 143/2025/QH15 allows disputes between investors where at least one is a company more than 50% foreign-owned to go to foreign or international arbitration.

Vietnamese governing law is often chosen for such a contract, because the contract itself may lack a foreign element under the Civil Code.

Is a foreign court judgment enforceable in Vietnam?

Only where Vietnam has a judicial assistance treaty with the judgment state or on reciprocity, under Article 423 of the Civil Procedure Code. Vietnam has no such treaty with the United Kingdom, the United States or Singapore, so foreign court jurisdiction clauses are rarely advisable against a counterparty whose assets are in Vietnam.

What happens if the arbitration clause is defective?

A Vietnamese court will decline jurisdiction only if the arbitration agreement is valid and capable of being performed. If it is void under Article 18 of the Law on Commercial Arbitration, or cannot be performed, for example because it names a non-existent centre, the dispute goes to the competent court. Copying the institution's model clause avoids most defects.

Does Article 13 require mediation before arbitration?

Article 13 of the Law on Investment states that investment disputes are settled first by negotiation and mediation, then by arbitration or court. For ordinary commercial contracts it is treated as a policy sequence, but a contractual stepped clause or an investment treaty can make the earlier steps a binding precondition.

THE 2027 HORIZON

- The Ministry of Justice has signalled a revision of Law No. 54/2010/QH12 on Commercial Arbitration, with interim measures, expedited procedures and the definition of foreign awards among the points under review; no bill had been passed as at October 2026, so the current law should be assumed for contracts signed now.
- The specialised court of the Vietnam International Financial Centre, created by Law No. 150/2025/QH15, awaits procedural rules from the Supreme People's Court; once operating it will offer an English-language court forum for disputes involving a centre member (The VIFC court and specialised forums).
- Entry into force of the EU-Vietnam Investment Protection Agreement, if ratifications are completed, would change the treaty options available to EU investors in disputes with the State.

Terms you will meet in the documents

English	Vietnamese	Meaning
Dispute resolution	<i>Giải quyết tranh chấp</i>	The general term for negotiation, mediation, arbitration and litigation.
Negotiation	<i>Thương lượng</i>	Direct discussions between the parties, the first step under Article 13.
Commercial mediation	<i>Hòa giải thương mại</i>	Mediation by a registered mediator or centre under Decree No. 22/2017/ND-CP.
Commercial arbitration	<i>Trọng tài thương mại</i>	Arbitration under Law No. 54/2010/QH12.
Arbitration agreement	<i>Thỏa thuận trọng tài</i>	The clause or separate agreement referring disputes to arbitration.
Foreign element	<i>Yếu tố nước ngoài</i>	A foreign party, a foreign place of performance or a foreign object (Article 663, Civil Code).
Applicable law	<i>Pháp luật áp dụng</i>	The law governing the contract, chosen under Article 683 of the Civil Code.
Seat of arbitration	<i>Địa điểm giải quyết tranh chấp bằng trọng tài</i>	The legal place of the arbitration, which fixes the supervising court.
Fundamental principles of Vietnamese law	<i>Nguyên tắc cơ bản của pháp luật Việt Nam</i>	The public policy ground for refusing to apply foreign law or to enforce an award.

FOREIGN V VIETNAMESE INVESTOR

The decisive line is Article 13 of the Law on Investment. A foreign investor, or a Vietnamese company more than 50% foreign-owned, may choose foreign or international arbitration for disputes with other investors; a Vietnamese investor, or a company at or below 50% foreign ownership, is confined to Vietnamese arbitration or the Vietnamese courts, and a wholly domestic contract is decided under Vietnamese law. Both may choose VIAC, mediation or the courts, and both enforce through the same civil judgment enforcement agencies.

WATCH OUT FOR

- A clause giving a choice between arbitration and court, or naming two institutions: it risks being held void or incapable of performance.
- Choosing foreign arbitration for a company at or below 50% foreign ownership: Article 13 does not allow it for disputes with domestic investors.
- A foreign court jurisdiction clause against a counterparty whose assets are in Vietnam: the judgment will usually not be recognised.
- Foreign governing law in a contract with no foreign element, or for real estate in Vietnam: Vietnamese law applies.
- Stepped clauses without end dates, which invite arguments that arbitration was started too early.
- Letting the two-year limitation period for commercial claims run while negotiating.

OFFICIAL SOURCES

- National Legal Database (vbpl.vn): Law No. 143/2025/QH15 on Investment, Article 13; Law No. 54/2010/QH12 on Commercial Arbitration; Civil Code No. 91/2015/QH13, Articles 663 to 683 — <https://vbpl.vn>
- National Legal Database (vbpl.vn): Civil Procedure Code No. 92/2015/QH13 as amended by Law No. 85/2025/QH15; Law No. 81/2025/QH15 on the Organisation of People's Courts (amended) — <https://vbpl.vn>
- Vietnam International Arbitration Centre (model clause and 2026 Rules) — <https://www.viac.vn>
- UNCITRAL: status of the New York Convention — https://uncitral.un.org/en/texts/arbitration/conventions/foreign_arbitral_awards/status2

Commercial arbitration in Vietnam and VIAC: the Law on Commercial Arbitration and Resolution 01/2014, arbitrability, valid and defective arbitration agreements, the VIAC Rules 2026, interim measures, costs, language, and setting aside awards in the designated courts

Reviewed 10 October 2026 · Prepared by a foreign investment lawyer (now retired) with 20 years' experience advising on Vietnamese investment law · Legal and tax information, not legal advice · [How we check](#) · [Open in the app](#)

WHAT YOU NEED TO KNOW

- Arbitration seated in Vietnam is governed by Law No. 54/2010/QH12 on Commercial Arbitration, Decree No. 63/2011/ND-CP as amended, and Resolution No. 01/2014/NQ-HDTP of the Supreme People's Court's Judicial Council, which guides the courts' role.
- An arbitration agreement must be in writing and is void in the six cases in Article 18, including a dispute outside the arbitrable categories in Article 2 and a signatory without authority; a court must decline jurisdiction over a dispute covered by a valid agreement (Article 6).
- The VIAC Rules 2026 apply to arbitrations commenced from 1 July 2026 unless otherwise agreed, adding joinder, wider consolidation, a broader expedited procedure, tribunal-appointed experts and disclosure of third-party funding.
- Tribunals may order six types of interim measure, and before the tribunal is constituted a party may apply to the court (Articles 48 to 53); Vietnamese law has no emergency arbitrator procedure.
- An award is final from issue; a party may apply to annul it within 30 days of receipt on the grounds in Article 68, and since 1 July 2025 applications go to the Economic Courts of the People's Courts of Hanoi, Da Nang and Ho Chi Minh City, whose decision is final (Civil Procedure Code as amended by Law No. 85/2025/QH15).

The legal framework

Arbitration seated in Vietnam is governed by **Law No. 54/2010/QH12 on Commercial Arbitration**, in force since 1 January 2011, which was modelled in many respects on the UNCITRAL Model Law but departs from it on several points. It is detailed by Decree No. 63/2011/ND-CP, as amended by Decree No. 124/2018/ND-CP, which deals mainly with the licensing of arbitration centres and of foreign arbitral institutions' branches and representative offices. **Resolution No. 01/2014/NQ-HDTP** of 20 March 2014 of the Judicial Council of the Supreme People's Court guides the courts on the law: it explains when an arbitration agreement is void or incapable of being performed, how courts support arbitration, and how

the grounds for annulment, including the fundamental principles of Vietnamese law, are to be applied. The Civil Procedure Code (Law No. 92/2015/QH13, as amended most recently by Law No. 85/2025/QH15) assigns the competent courts.

The law covers institutional arbitration, administered by an arbitration centre licensed by the Ministry of Justice, and ad hoc arbitration organised by the parties. Article 4 sets the principles: the tribunal respects the parties' agreement where it is lawful, arbitrators are independent and impartial, the parties are equal, proceedings are private unless agreed otherwise, and the award is final. Article 13 of the Law on Investment determines when a foreign-element dispute may instead go offshore ([Dispute resolution landscape and choice of forum](#)).

What can be arbitrated

Article 2 of the Law on Commercial Arbitration allows three categories of dispute to be arbitrated: disputes between parties arising from commercial activities; disputes arising between parties at least one of which carries on commercial activities; and other disputes between parties that the law provides may be resolved by arbitration. Resolution No. 01/2014/NQ-HDTP reads 'commercial activities' broadly, by reference to the Commercial Law, so the sale of goods, services, distribution, construction, investment, finance, insurance, transport and the transfer of capital in companies are all arbitrable, as are disputes between a company and an individual where the company was acting commercially. Disputes between members or shareholders of a company, and between a member and the company, are generally treated as arbitrable where the charter or a shareholders' agreement contains an arbitration clause.

Some matters are outside arbitration altogether: challenges to administrative decisions, which belong to the administrative courts; individual labour disputes, which follow the Labour Code's own mediation and labour arbitration route ([Internal labour rules, unions and disputes](#)); family and personal-status matters; criminal matters; and bankruptcy, which is reserved to the courts under Law No. 142/2025/QH15 on Recovery and Bankruptcy. Validity and infringement of registered intellectual property rights raise State-grant questions and are usually litigated; a licence royalty dispute is arbitrable. A consumer bound by a supplier's standard-form arbitration clause may still choose the court when the dispute arises (Article 17).

The arbitration agreement: form and validity

Under Article 16 an arbitration agreement may be a clause in the contract or a separate agreement, made before or after the dispute arises, and must be in writing. Writing includes exchanges by telegram, fax, telex, e-mail and other forms the law prescribes, a written record of an oral agreement confirmed in writing, a reference in a contract to a document containing an arbitration clause, and an exchange of statements of claim and defence in which one party asserts and the other does not deny the agreement. The clause is separable from the main contract: its validity is not affected by the termination, invalidity or unenforceability of the contract (Article 19), and it survives a merger, division or change of the parties, binding successors unless otherwise agreed (Article 5).

Article 18 lists six cases in which an arbitration agreement is **void**: the dispute is not arbitrable under Article 2; the person who concluded the agreement lacked authority; that person lacked civil capacity; the form does not comply with Article 16; a party was deceived, threatened or coerced and asks for the agreement to be declared void; and the agreement violates a prohibition of law. The authority ground is the one most often raised against foreign investors: a contract signed by a branch manager or a deputy director without a written authorisation from the legal representative can carry an arbitration clause that does not bind the company, although Resolution No. 01/2014/NQ-HDTP treats later ratification or acceptance of the contract as curing the defect.

Defective clauses and the tribunal's own jurisdiction

A clause that is valid may still be **incapable of being performed**. Resolution No. 01/2014/NQ-HDTP gives examples: the named arbitration centre has ceased to exist without a successor and the parties cannot agree on another; the named ad hoc arbitrator is unable to act and the parties cannot agree on a replacement; or the parties chose an institution's administration but the rules of another institution and the institution will not apply them. A clause that names an arbitration centre inaccurately but identifiably is generally upheld, and the Law on Commercial Arbitration (Article 43) lets the claimant choose the centre where the clause refers to arbitration without naming one and the parties do not agree. A clause that offers a choice between arbitration and court is a frequent source of argument and should be avoided.

The tribunal decides its own jurisdiction first. Under Article 43 it considers the validity and enforceability of the arbitration agreement before examining the merits; a party disagreeing with the tribunal's decision on jurisdiction may, within five working days of receiving it, ask the competent court to review it, and the court's decision is final (Article 44). The arbitration may continue meanwhile. Since 1 July 2025 the competent court for this and other supporting functions is a regional people's court determined by territory, while annulment and the registration of ad hoc awards are concentrated in three provincial-level courts ([FAQ 71](#)).

VIAC and the VIAC Rules 2026

The **Vietnam International Arbitration Centre** (VIAC), attached to the Vietnam Chamber of Commerce and Industry with its head office in Hanoi and a branch in Ho Chi Minh City, is Vietnam's leading arbitral institution and handles the largest share of foreign-element cases. Its **Rules of Arbitration 2026** replace the 2017 Rules and apply to arbitrations commenced on or after 1 July 2026 unless the parties agree otherwise ([FAQ 73](#)). Professional commentary identifies the principal changes as: a joinder procedure allowing an additional party that is prima facie bound by the arbitration agreement to be joined, with the VIAC President deciding (Article 18); consolidation on a party's request, no longer only by agreement, where claims arise under the same arbitration agreement or compatible agreements concerning the same legal relationship or series of transactions (Article 17); express rules for claims under multiple contracts in a single arbitration (Article 6); stronger case screening, allowing VIAC to reject a request whose deficiencies are not cured in time (Article 7); power for the tribunal to appoint its own independent experts (Article 27); a case management conference; mandatory disclosure of third-party funding (Article 16); and a broader expedited procedure.

Under the 2017 Rules the expedited procedure required the agreement of all parties. Under the 2026 Rules it remains available by agreement and may also be applied, on a request made before the tribunal is constituted, having regard to the amount in dispute and the nature of the case, against a monetary threshold that VIAC publishes; commentary indicates that the non-consensual route applies to arbitration agreements concluded after 1 July 2026. The final award in an expedited case is due within two months of the parties being notified of the tribunal's constitution (Appendix II). VIAC's model clause, and the advice to add the seat, the number of arbitrators, the governing law and the language, are discussed in [Dispute resolution landscape and choice of forum](#).

Other arbitration centres licensed by the Ministry of Justice operate, mainly in Hanoi and Ho Chi Minh City, and some have growing domestic caseloads, but VIAC remains the default choice for foreign investors. The Law on Commercial Arbitration also allows foreign arbitral institutions to open branches and representative offices in Vietnam with a licence from the Ministry of Justice.

How a VIAC arbitration runs

1 Notice and negotiation

Give written notice of the dispute and complete any negotiation or mediation step the contract requires; diarise the two-year limitation period under Article 319 of the Commercial Law, which applies to arbitration as to court claims (Article 33 of the Law on Commercial Arbitration).

2 File the request for arbitration

Submit the request with the arbitration agreement, a summary of the claim, the relief sought, the claimant's nominated arbitrator (where three are agreed) and the registration fee; the arbitration commences when VIAC receives a compliant request.

3 Respondent's defence and counterclaim

The respondent files its statement of defence, generally within 30 days of receiving the request (Article 35 of the law, subject to the Rules), and nominates its arbitrator; any counterclaim is filed with the defence.

4 Constitute the tribunal

Each party nominates an arbitrator and the two choose a presiding arbitrator; failing nomination, the VIAC President appoints. Arbitrators disclose circumstances affecting independence and may be challenged under Article 42.

5 Case management and advance on costs

The tribunal holds a case management conference where needed and fixes the timetable; the parties pay the advance on costs calculated on the amount in dispute under VIAC's fee schedule.

6 Written submissions, evidence and hearing

Statements, documents, witness statements and any expert reports are exchanged; the tribunal may ask the court to help collect evidence or summon witnesses (Articles 46 and 47). Hearings are private.

7

Award

The award is made by majority, reasoned unless agreed otherwise, and issued within 30 days of the last hearing (Article 61); it is final and binding from the date of issue.

8

Compliance, annulment or enforcement

Either party may apply to annul within 30 days of receipt; if the losing party neither pays nor applies, the winner applies to the civil judgment enforcement agency (Article 66).

Interim measures

Article 49 of the Law on Commercial Arbitration allows the tribunal, at a party's request, to order six types of interim measure: prohibiting a change in the status of the assets in dispute; prohibiting or compelling a party to perform certain acts to prevent harm to the proceedings; attaching the assets in dispute; requiring the preservation, storage, sale or disposal of assets; requiring interim payment of money between the parties; and prohibiting the transfer of property rights in the assets in dispute. The tribunal may require the applicant to provide security (Article 50). A tribunal's order is enforced by the civil judgment enforcement agency.

Before the tribunal is constituted, or for measures the tribunal cannot grant, a party may apply to the competent court under Article 53, which applies the interim measures procedure of the Civil Procedure Code; an application to the court for interim relief is not treated as a waiver of the arbitration agreement. A party may not seek the same measure from both court and tribunal. Vietnamese law makes no provision for an **emergency arbitrator**, and the published commentary on the VIAC Rules 2026 does not describe one; an emergency order under the SIAC, HKIAC or ICC Rules is not an award that a Vietnamese court will recognise. Urgent relief against assets in Vietnam is therefore sought from the Vietnamese court, which can freeze accounts and attach assets within days ([FAQ 79](#)).

Language, confidentiality, costs and duration

The language is Vietnamese unless the dispute has a foreign element or a party is a foreign-invested enterprise, in which case the parties agree the language and, failing agreement, the tribunal decides (Article 10). The seat is agreed by the parties or fixed by the tribunal, and hearings may be held elsewhere or online (Article 11). Proceedings and awards are confidential unless the parties agree otherwise, although an annulment application or enforcement step brings the award into the public court file.

VIAC's fees are fixed by its published schedule and depend on the amount in dispute and the number of arbitrators; the advance is paid by the claimant and recovered in the award if the claim succeeds, and the tribunal may also award reasonable legal costs where the parties so agree or the Rules allow. As a typical market range, legal fees for a mid-sized VIAC case handled by a Vietnamese firm commonly run from USD 30,000 to USD 150,000, and an international firm will charge several times that; these are not quotations. A domestic case of moderate complexity commonly concludes within about a year of the request, an expedited case faster, and a multi-party construction or joint venture dispute can take two years or more.

Setting aside an award

An award is final and binding from the date it is issued (Article 61). A party may apply to the court to **annul** it within **30 days** of receiving it; time lost to force majeure is not counted (Article 69). The grounds are exhaustive (Article 68): there was no arbitration agreement or it was void; the composition of the tribunal or the procedure did not comply with the parties' agreement or the law; the dispute was outside the tribunal's jurisdiction, in which case only the part outside jurisdiction is annulled; the evidence on which the award was based was forged, or an arbitrator received money, property or another benefit from a party affecting the award's objectivity; or the award is contrary to the fundamental principles of Vietnamese law. Article 14(2) of Resolution No. 01/2014/NQ-HDTP explains the last ground: the court must identify the specific fundamental principle breached, show that the award violates it and that the violation harms the interests of the State or the legitimate rights of third parties or the parties; disagreement with the tribunal's findings of fact or law is not enough. The court does not re-examine the merits.

Since **1 July 2025** annulment applications and the registration of ad hoc awards are heard by the **Economic Courts of the People's Courts of Hanoi, Da Nang and Ho Chi Minh City**, each for a defined group of provinces: Hanoi for the northern provinces including Hai Phong, Da Nang for the central provinces including Hue, Khanh Hoa and Gia Lai, and Ho Chi Minh City for the southern provinces including Can Tho, Dong Nai and Tay Ninh (Civil Procedure Code as amended by Law No. 85/2025/QH15; Resolution No. 81/2025/UBTVQH15). The court appoints a three-judge panel within seven working days of accepting the application, the panel must hold the hearing within 30 days of its appointment, and it may suspend the hearing for up to 60 days to let the tribunal cure a procedural defect (Article 71). The decision to annul or not to annul is final and is not subject to appeal or protest by the procuracy. If the award is annulled, the parties may agree to arbitrate again or either may sue in court.

Arbitration seated in Vietnam: the numbers (October 2026)

Item	Rule	Source
Arbitrable disputes	Commercial disputes; disputes where one party trades; others the law allows	Law No. 54/2010/QH12, Article 2
Void arbitration agreement	Six grounds, including non-arbitrable dispute and lack of authority	Article 18; Resolution No. 01/2014/NQ-HDTP
Court review of jurisdiction ruling	Request within 5 working days of the tribunal's decision	Article 44
Statement of defence	Generally 30 days from receipt of the request	Article 35; VIAC Rules
Award	Within 30 days of the last hearing; final from issue	Article 61
Expedited VIAC award	Within 2 months of notice of the tribunal's constitution	VIAC Rules 2026, Appendix II
Registration of an ad hoc award	Optional, within 1 year of issue; needed before enforcement	Article 62

Item	Rule	Source
Annulment application	Within 30 days of receipt of the award	Article 69
Annulment court	Economic Courts of Hanoi, Da Nang and Ho Chi Minh City People's Courts	Civil Procedure Code as amended by Law No. 85/2025/QH15
Annulment hearing	Panel within 7 working days of acceptance; hearing within 30 days; suspension up to 60 days	Article 71
Court fee for arbitration-related requests (including annulment and registration)	VND 500,000	Resolution No. 326/2016/UBTVQH14
Enforcement	Apply to the civil judgment enforcement agency once the annulment period expires	Article 66; Law No. 106/2025/QH15

WORKED EXAMPLE

A distribution dispute at VIAC with an annulment application

A Japanese-owned Vietnamese consumer goods company (100% foreign-owned) terminates a five-year exclusive distribution agreement with a Hanoi distributor, which claims VND 40 billion in lost profits. The contract provides for VIAC arbitration in Hanoi, three arbitrators, English language and Vietnamese law. Illustrative dates and figures.

Day 0 (2 September 2026)	Distributor files its request for arbitration; the VIAC Rules 2026 apply because the arbitration commences after 1 July 2026.
Day 30	Company files defence and a VND 6 billion counterclaim for unpaid invoices, and nominates its arbitrator; it objects that the contract was signed by the distributor's deputy director without written authority.
Day 75	Presiding arbitrator appointed; case management conference fixes a timetable and an English-language hearing in month 7.
Month 3	Tribunal rules it has jurisdiction: the distributor ratified the contract by performing it for four years. The distributor's request for court review within five working days is rejected by the regional court.
Month 4	Company applies to the regional court under Article 53 to freeze the distributor's account holding customer payments for the company's goods; the order issues within days against security.
Month 9	Award: termination lawful under the agreement's notice clause; distributor's claim dismissed; counterclaim of VND 6 billion allowed with late-payment interest; costs to the company.
Month 10	Distributor applies to the Economic Court of the Hanoi People's Court to annul, alleging a breach of fundamental principles because the tribunal applied the contract's English text.

Month 11	Panel dismisses the application: the parties chose English, and disagreement with the tribunal's interpretation is not a ground under Article 68. The decision is final.
Month 12	Company applies to the provincial civil judgment enforcement agency; the frozen funds are applied to the award.

Had the company chosen SIAC seated in Singapore, it would first have needed a recognition decision from a Vietnamese regional court, open to appeal, before the enforcement agency could act.

Legal costs on each side in a case of this kind typically fall within the market range given above; recovery depends on the tribunal's costs decision.

Questions investors ask about arbitration in Vietnam

When do the VIAC Rules 2026 apply?

To arbitrations commenced on or after 1 July 2026, unless the parties agree otherwise. They add joinder, consolidation on a party's request, claims under multiple contracts, tribunal-appointed experts, disclosure of third-party funding and a broader expedited procedure, under which the award is due within two months of the tribunal's constitution.

Can a VIAC arbitration be conducted in English?

Yes, where the dispute has a foreign element or a party is a foreign-invested enterprise. Article 10 of the Law on Commercial Arbitration lets those parties agree the language; failing agreement the tribunal decides. A dispute between two Vietnamese-owned companies with no foreign element must be conducted in Vietnamese.

How long do I have to challenge a Vietnamese arbitral award?

Thirty days from receiving the award, under Article 69 of Law No. 54/2010/QH12. Since 1 July 2025 the application goes to the Economic Court of the Hanoi, Da Nang or Ho Chi Minh City People's Court according to territory. The court's decision is final and cannot be appealed.

Is an emergency arbitrator available in Vietnam?

Vietnamese arbitration law does not provide for one. Before the tribunal is constituted, a party seeks interim measures from the competent court under Article 53 of the Law on Commercial Arbitration, which can freeze accounts and attach assets quickly. Emergency orders made under foreign rules are not recognised as awards in Vietnam.

What makes an arbitration clause void in Vietnam?

Article 18 lists six grounds: the dispute is not arbitrable, the signatory lacked authority or capacity, the agreement is not in writing, a party was deceived or coerced, or the agreement breaches a legal prohibition. Separately, a clause naming a non-existent centre or offering an unclear choice of forum may be incapable of being performed.

THE 2027 HORIZON

- A revision of Law No. 54/2010/QH12 has been discussed by the Ministry of Justice and the arbitration community, with interim measures, emergency arbitrators, the definition of foreign awards and the annulment grounds among the topics; no bill had been adopted as at October 2026.
- VIAC is expected to publish and periodically update the monetary threshold for the non-consensual expedited procedure under the 2026 Rules; check the current figure before relying on it.
- The first annulment decisions of the three designated Economic Courts under the 2025 reorganisation will show whether concentration produces more consistent application of the fundamental-principles ground.

Terms you will meet in the documents

English	Vietnamese	Meaning
Arbitration centre	<i>Trung tâm trọng tài</i>	An institution licensed by the Ministry of Justice to administer arbitrations.
Ad hoc arbitration	<i>Trọng tài vụ việc</i>	Arbitration organised by the parties without an institution.
Arbitral tribunal	<i>Hội đồng trọng tài</i>	The sole arbitrator or panel deciding the dispute.
Arbitral award	<i>Phán quyết trọng tài</i>	The final decision, binding from issue (Article 61).
Void arbitration agreement	<i>Thỏa thuận trọng tài vô hiệu</i>	An agreement within one of the six grounds in Article 18.
Incapable of being performed	<i>Thỏa thuận trọng tài không thể thực hiện được</i>	A valid agreement that cannot operate, as explained in Resolution No. 01/2014/NQ-HDTP.
Interim measures	<i>Biện pháp khẩn cấp tạm thời</i>	Protective orders by the tribunal or the court (Articles 48 to 53).
Annulment of an arbitral award	<i>Hủy phán quyết trọng tài</i>	The court's setting aside of an award on the grounds in Article 68.
Registration of an ad hoc award	<i>Đăng ký phán quyết trọng tài vụ việc</i>	Court registration needed before an ad hoc award is enforced (Article 62).

FOREIGN V VIETNAMESE INVESTOR

Arbitration in Vietnam is open to both on the same terms. The differences are language and governing law: a foreign party or a foreign-invested enterprise may agree a language other than Vietnamese, and a foreign-element dispute may be decided under a chosen foreign law, while a wholly domestic dispute is conducted in Vietnamese under Vietnamese law. A Vietnamese investor, or a company at or below 50% foreign ownership, cannot choose offshore arbitration for disputes with domestic investors, so VIAC or another Vietnamese centre is its only arbitral option.

WATCH OUT FOR

- A counterparty's signatory without a written authorisation from its legal representative: the arbitration agreement can be void under Article 18.
- Missing the 30-day annulment window, or the five working days for court review of a jurisdiction ruling.
- Relying on an emergency arbitrator under foreign rules for assets in Vietnam; apply to the Vietnamese court instead.
- Failing to register an ad hoc award within one year, which prevents enforcement.
- Clauses that combine VIAC administration with another institution's rules, or that name an institution inaccurately.
- Assuming a party can be joined or claims consolidated under the 2017 Rules: the new mechanisms apply to arbitrations under the 2026 Rules.

OFFICIAL SOURCES

- National Legal Database (vbpl.vn): Law No. 54/2010/QH12 on Commercial Arbitration; Decree No. 63/2011/ND-CP as amended; Resolution No. 01/2014/NQ-HDTP — <https://vbpl.vn>
- National Legal Database (vbpl.vn): Law No. 85/2025/QH15 amending the Civil Procedure Code and related laws — <https://vbpl.vn>
- Vietnam International Arbitration Centre: Rules of Arbitration 2026, fee schedule and model clause — <https://www.viac.vn>
- Ministry of Justice (licensing of arbitration centres) — <https://moj.gov.vn>

Foreign arbitration and the enforcement of foreign awards in Vietnam: the New York Convention and Vietnam's reservations, the recognition procedure under the Civil Procedure Code, documents, fees and timelines, the grounds for refusal, choosing SIAC, HKIAC or ICC, and reaching assets in Vietnam

Reviewed 10 October 2026 · Prepared by a foreign investment lawyer (now retired) with 20 years' experience advising on Vietnamese investment law · Legal and tax information, not legal advice · [How we check](#) · [Open in the app](#)

WHAT YOU NEED TO KNOW

- Vietnam acceded to the New York Convention on 12 September 1995, with effect from 11 December 1995, applying it to awards made in other contracting states, to awards from non-contracting states only on reciprocity, and only to commercial disputes under Vietnamese law.
- A foreign award must be recognised by a Vietnamese court before it can be enforced; the application is filed within three years of the award taking legal effect, through the Ministry of Justice where a treaty so provides or directly with the court (Article 451, Civil Procedure Code, Law No. 92/2015/QH13).
- Since 1 July 2025 the application is heard at first instance by a regional people's court, with appeal to the provincial court, under the Civil Procedure Code as amended by Law No. 85/2025/QH15; the court fee is VND 3 million (Resolution No. 326/2016/UBTVQH14).
- The court does not re-try the dispute; it may refuse recognition only on the grounds in Article 459, which follow Article V of the Convention and include conflict with the fundamental principles of Vietnamese law.
- Once recognised, the award is enforced by the provincial civil judgment enforcement agency under Law No. 106/2025/QH15 on Civil Judgment Enforcement, in force from 1 July 2026.

When an offshore arbitration is available and why it is chosen

Article 13(3) of Law No. 143/2025/QH15 on Investment allows disputes between investors to go to foreign or international arbitration where at least one party is a foreign investor or a Vietnamese company more than 50% foreign-owned ([FAQ 72](#)). Foreign investors use that freedom for three reasons: neutrality, because neither side's home institutions decide the case; the ability to proceed in English

before arbitrators experienced in international transactions; and enforceability outside Vietnam, because an award seated in Singapore, Hong Kong, London or Paris can be enforced in any of the more than 170 states party to the New York Convention, wherever the losing party holds assets.

The price is a second proceeding in Vietnam. A foreign award does not bind the Vietnamese enforcement agencies until a Vietnamese court has recognised it, and recognition can be refused. Where the Vietnamese counterparty's assets are all in Vietnam, the investor is choosing between a Vietnamese award enforceable directly and a foreign award enforceable after a recognition application that typically takes several months at first instance and longer if appealed. That trade-off, and the alternative of VIAC arbitration seated in Vietnam, is set out in [Dispute resolution landscape and choice of forum](#) and [Commercial arbitration and VIAC](#).

The New York Convention and Vietnam's reservations

Vietnam acceded to the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards on 12 September 1995, and the Convention has been in force for Vietnam since **11 December 1995** (FAQ 74). Vietnam made the two reservations the Convention permits. Under the **reciprocity reservation** it applies the Convention to awards made in the territory of another contracting state, and to awards made in non-contracting states only to the extent that those states grant reciprocal treatment. Under the **commercial reservation** it applies the Convention only to differences arising out of legal relationships, whether contractual or not, that are considered commercial under Vietnamese law. Since almost every trading state is a party, reciprocity rarely matters in practice; the commercial reservation is satisfied by any dispute within the broad concept of commercial activities in the Commercial Law and Article 2 of the Law on Commercial Arbitration.

The Convention is implemented in Vietnamese law by the **Civil Procedure Code** (Law No. 92/2015/QH13), principally Articles 451 to 463, which set out the application, the court's examination and the grounds for refusal. Article 424 of the Code defines the foreign awards that may be recognised as awards made by a foreign arbitral tribunal under the Convention or otherwise on reciprocity, and the Law on Commercial Arbitration (Article 3(11)) adds its own definition; the overlap creates uncertainty for an award made by a foreign institution with its seat in Vietnam, which most advisers avoid.

Where and how to apply

The applicant, normally the award creditor or its lawful representative, files a written application for recognition and enforcement within **three years** of the date on which the award took legal effect; time lost to force majeure or objective obstacles is not counted (Article 451). Where a treaty to which Vietnam is party requires it, the application is sent to the **Ministry of Justice**, which within five working days opens a file and forwards it to the competent court (Article 454); where there is no such treaty provision, which is the usual position for New York Convention awards, the application may be filed **directly with the competent court**.

Since 1 July 2025 the competent court at first instance is a **regional people's court**: the court of the place where the award debtor, if an individual, resides or works, or, if an organisation, has its head office, or the place where its assets relevant to enforcement are located (FAQ 74). The 2025 reorganisation moved this jurisdiction down from the former provincial courts; appeals now go to the provincial court.

Where at least one party is a member of the Vietnam International Financial Centre and no State or public interest is involved, Law No. 150/2025/QH15 gives the centre's specialised court jurisdiction over recognition instead, once that court is operating (The VIFC court and specialised forums).

The application must state the names and addresses of the parties, the award and the relief sought, and, where enforcement is sought against assets, the location of those assets (Article 452). It must be accompanied by the **original or a certified copy of the award** and the **original or a certified copy of the arbitration agreement** (Article 453). Documents in a foreign language must be translated into Vietnamese with a notarised or certified translation. Documents issued abroad must be consular-legalised, or, from 11 September 2026 when Vietnam applies the Apostille Convention, apostilled in a state that is also a party. The court fee for the application is **VND 3 million** under Resolution No. 326/2016/UBTVQH14.

Recognition of a foreign award, step by step

- 1 Check the award is final and the time limit**

Confirm the award is binding under the law of the seat and not subject to a pending setting-aside application there; diarise three years from the date it took legal effect (Article 451).

- 2 Locate the assets and choose the court**

Identify the debtor's head office and its assets in Vietnam (bank accounts, receivables, real property, shares); the regional court for that place is competent.

- 3 Prepare and legalise the documents**

Certified copies of the award and the arbitration agreement, the applicant's corporate documents and power of attorney, each apostilled or consular-legalised and translated into Vietnamese by a certified translator (Article 453).

- 4 File and pay the fee**

File directly with the regional court, or through the Ministry of Justice where a treaty requires; pay VND 3 million. The court accepts the case within five working days of receiving the file and notifies the parties, the procuracy and the Ministry of Justice (Article 455).

- 5 Preparation period**

The court has two months from acceptance to prepare, extendable by up to two months if it asks the applicant to clarify points; it may suspend or terminate the examination on legal grounds (Article 457).

- 6 Hearing before three judges**

The hearing opens within 20 days of the decision to hold it, with the file sent to the procuracy at least 15 days before; the panel checks the award and documents against Vietnamese law and the Convention, without retrying the dispute, and decides by majority (Article 458).

7 Appeal

The parties may appeal and the procuracy may protest; the provincial court decides within one month of receiving the file, extendable to two months, and its decision takes effect on issue, subject only to cassation or reopening.

8 Enforce

With an effective recognition decision, apply to the provincial civil judgment enforcement agency within the five-year enforcement period, or engage a licensed private enforcement office, under Law No. 106/2025/QH15.

Grounds for refusal

Article 459 of the Civil Procedure Code lists the grounds on which recognition is refused. Most must be proved by the party resisting enforcement: a party to the arbitration agreement lacked capacity under the applicable law; the arbitration agreement is invalid under the law chosen by the parties or, failing a choice, the law of the place where the award was made; the debtor was not duly notified of the appointment of an arbitrator or of the proceedings, or could not exercise its right of defence for a legitimate reason; the award deals with a dispute not referred to arbitration or goes beyond the scope of the agreement, in which case the part within scope may be recognised if separable; the composition of the tribunal or the procedure was not in accordance with the parties' agreement or the law of the seat; and the award has not yet become binding or has been set aside or suspended in the country where it was made. Two grounds the court considers on its own initiative: the dispute is not capable of settlement by arbitration under Vietnamese law, and recognition would be **contrary to the fundamental principles of Vietnamese law**.

These grounds mirror Article V of the Convention, but their application has been the main concern of foreign investors. Vietnamese courts have in reported cases refused recognition on grounds that would not succeed in most Convention states: a narrow view of the authority of the person who signed the arbitration agreement, technical defects in notice, or treating the incorrect application of Vietnamese substantive law as a breach of fundamental principles. Resolution No. 01/2014/NQ-HDTP, which concerns domestic annulment, insists that a fundamental principle be identified specifically and its breach shown to harm the State, third parties or the parties, and courts are increasingly applying the same discipline to foreign awards. Published statistics are incomplete and the figures cited by commentators vary; the picture is of a court practice that has improved but in which refusals remain more common than in the leading arbitral jurisdictions. Recognition should be planned for, not assumed.

If the award is later set aside or suspended at the seat, the Vietnamese court, on application, cancels its recognition decision and the enforcement agency stops or reverses enforcement (Article 463); while a setting-aside application is pending abroad, the court may ask the enforcement agency to suspend.

Choosing SIAC, HKIAC or ICC with Vietnamese enforcement in mind

SIAC in Singapore is the most frequent offshore choice for Vietnam-related contracts: Singapore is close, its courts are supportive of arbitration, and its arbitrators include many with Vietnam experience. **HKIAC** is common where the counterparty or financing has a Hong Kong or mainland Chinese element.

The **ICC** suits large, multi-jurisdictional contracts and those with European parties, and its scrutiny of draft awards reduces the risk of formal defects; the seat for an ICC case must be named separately and is commonly Singapore, Paris or London. All three now provide for emergency arbitrators, expedited procedures and joinder, but an emergency arbitrator's order is not an award and cannot be recognised in Vietnam, so urgent relief against assets in Vietnam must still come from a Vietnamese court.

Five drafting and conduct points reduce recognition risk. Ensure the arbitration agreement is signed by the Vietnamese party's legal representative or a person with a written authorisation, and keep that authorisation, because authority is the most common defence. Serve all notices at the counterparty's registered address in Vietnam as well as by e-mail, keep proof of delivery, and give the Vietnamese party every procedural opportunity, even when it does not participate. Ask the tribunal to address in the award any arguments under Vietnamese mandatory law, such as the 8% penalty cap under Article 301 of the Commercial Law, so that a court cannot say the award ignored a fundamental principle. Prefer English or another language that a certified translator in Vietnam can render accurately, and budget for translation of the award. Finally, check that the dispute is arbitrable in Vietnam; an award on a matter reserved to the Vietnamese courts or authorities, such as the validity of a land use right certificate, will not be recognised.

Reaching assets in Vietnam

Recognition converts the award into an enforceable title in Vietnam, but money is recovered only from identifiable assets. The recognised award is enforced by the **provincial civil judgment enforcement agency** where the agency or the assets are located, under Law No. 106/2025/QH15 on Civil Judgment Enforcement, which applies from 1 July 2026 and expressly covers foreign arbitral awards recognised by a Vietnamese court; the creditor may instead engage a licensed private enforcement office under a service contract. The enforcement officer may freeze accounts, garnish receivables, attach and auction assets and require banks, tax authorities and registries to provide information ([Enforcing judgments and civil judgment enforcement](#)).

Because the recognition proceeding is public and the debtor is notified, assets can move before the decision. The creditor should consider applying for interim measures, such as freezing a bank account or prohibiting the transfer of real property, from the competent Vietnamese court when it files, and should take security over assets during the life of the contract where possible ([FAQ 80](#)). Where the foreign award is against a State-owned enterprise, the enterprise's assets are generally reachable like any company's; enforcement against the State itself raises the separate questions in [Investor-State disputes and treaty claims](#).

Recognising a foreign award in Vietnam (October 2026)

Item	Rule	Source
Convention in force for Vietnam	11 December 1995 (accession 12 September 1995)	New York Convention; UNCITRAL status table
Reservations	Reciprocity; commercial disputes only	Vietnam's accession declarations

Item	Rule	Source
Time limit	3 years from the award taking legal effect	Civil Procedure Code, Article 451
Where to file	Directly with the competent court, or through the Ministry of Justice where a treaty so provides	Articles 451 and 454
First-instance court	Regional people's court (since 1 July 2025)	Civil Procedure Code as amended by Law No. 85/2025/QH15
Documents	Original or certified copy of award and arbitration agreement; certified Vietnamese translation; legalisation or apostille	Article 453
Court fee	VND 3,000,000	Resolution No. 326/2016/UBTVQH14
Acceptance	5 working days from receipt of the file	Article 455
Preparation	2 months from acceptance, extendable by up to 2 months	Article 457
Hearing	Within 20 days of the decision to open it; three-judge panel	Articles 457 and 458
Appeal	To the provincial court, decided within 1 month (2 months if extended)	Civil Procedure Code as amended by Law No. 85/2025/QH15
Refusal grounds	Convention Article V grounds plus non-arbitrability and fundamental principles	Article 459
Enforcement	Provincial civil judgment enforcement agency or private enforcement office	Law No. 106/2025/QH15

WORKED EXAMPLE

Enforcing a SIAC award against a Vietnamese buyer

A Singapore commodity trader obtains a SIAC award seated in Singapore for USD 3.2 million plus interest and costs against a Vietnamese steel company headquartered in Hai Phong, which took no part in the arbitration. Illustrative dates and figures; actual durations vary by court.

14 January 2026	Award issued. The trader confirms with Singapore counsel that no setting-aside application is filed within the Singapore time limit.
February 2026	Apostille is not yet available for Vietnam, so certified copies of the award and the sales contract containing the arbitration clause are notarised in Singapore and consular-legalised at the Vietnamese Embassy, then translated in Hanoi by a certified translator.

March 2026	Application filed directly with the competent regional court in Hai Phong, with the VND 3 million fee; the court accepts the file within five working days and notifies the parties, the procuracy and the Ministry of Justice.
March 2026	At the same time the trader applies for an interim order freezing the buyer's account at a Hai Phong bank, providing the security the court fixes.
May 2026	Preparation period: the court asks the trader to clarify how notice of the arbitration was given; the trader produces courier receipts to the registered address and e-mail records. The period is extended by one month.
July 2026	Hearing before three judges. The buyer argues that its deputy director lacked authority to sign the contract; the trader shows the board's written authorisation. Recognition granted.
August 2026	The buyer appeals; the provincial court of Hai Phong dismisses the appeal within one month.
September 2026	Trader applies to the Hai Phong civil judgment enforcement agency under Law No. 106/2025/QH15; the frozen funds of about USD 1.1 million are applied first, and the officer verifies receivables and real property for the balance.

Had the contract chosen VIAC seated in Hanoi, the trader could have applied to the enforcement agency about 30 days after the award, without a recognition hearing or appeal.

Had the board authorisation not been kept, the authority defence would have had real prospects; keeping proof of signing authority at contract stage is the cheapest protection against refusal.

Questions investors ask about foreign awards

Will a Vietnamese court enforce a SIAC or ICC award?

Generally yes. Vietnam has applied the New York Convention since 11 December 1995. The award must first be recognised by a Vietnamese court under Articles 451 to 463 of the Civil Procedure Code; recognition can be refused only on Convention-style grounds, including conflict with the fundamental principles of Vietnamese law, after which the enforcement agency acts.

How long do I have to apply for recognition?

Three years from the date the award took legal effect, under Article 451 of the Civil Procedure Code, excluding time lost to force majeure or objective obstacles. Applying early is better: the debtor learns of the application when notified and may move assets, so consider interim measures at the same time.

Which court hears the application since the 2025 court reform?

A regional people's court where the debtor resides or has its head office, or where its assets are, with appeal to the provincial court, under the Civil Procedure Code as amended by Law No. 85/2025/QH15. Disputes involving a member of the Vietnam International Financial Centre may instead go to the centre's specialised court once it operates.

Can the Vietnamese court review the merits of the award?

No. Under Article 458 of the Civil Procedure Code the panel does not retry the dispute; it checks the award and documents against Vietnamese law and the treaty. It may refuse recognition only on the grounds in Article 459, which follow Article V of the New York Convention and add non-arbitrability and fundamental principles.

Is an emergency arbitrator's order enforceable in Vietnam?

In practice no. An emergency order under the SIAC, HKIAC or ICC Rules is not a final award within the New York Convention as applied by Vietnamese courts. Urgent relief against assets in Vietnam should be sought from the competent Vietnamese court, which can freeze accounts and attach assets.

THE 2027 HORIZON

- Vietnam's application of the Apostille Convention from 11 September 2026 should shorten document preparation for recognition applications filed in 2027, once courts and translators settle their practice for apostilled awards.
- The Supreme People's Court has been expected to issue further guidance or precedents on the fundamental-principles ground for foreign awards; any such guidance would be the most important change for recognition risk.
- Law No. 106/2025/QH15 on Civil Judgment Enforcement and its implementing decrees, including the rules for private enforcement offices, take full effect during 2026 and 2027 and may change how quickly recognised awards are collected.

Terms you will meet in the documents

English	Vietnamese	Meaning
New York Convention	<i>Công ước New York 1958 về công nhận và thi hành phán quyết trọng tài nước ngoài</i>	The treaty under which foreign awards are recognised; in force for Vietnam since 1995.
Foreign arbitral award	<i>Phán quyết của Trọng tài nước ngoài</i>	An award made by a foreign tribunal, recognised under the Civil Procedure Code.
Recognition and enforcement	<i>Công nhận và cho thi hành</i>	The court decision that makes a foreign award enforceable in Vietnam.

English	Vietnamese	Meaning
Reciprocity	<i>Nguyên tắc có đi có lại</i>	The basis for applying the Convention to awards from non-contracting states.
Application	<i>Đơn yêu cầu</i>	The written request for recognition (Article 452).
Consular legalisation	<i>Hợp pháp hóa lãnh sự</i>	Authentication of foreign documents, replaced by an apostille between Apostille Convention parties.
Refusal of recognition	<i>Không công nhận</i>	The court's refusal on the grounds in Article 459.
Civil judgment enforcement agency	<i>Cơ quan thi hành án dân sự</i>	The State body that enforces recognised awards and judgments.

FOREIGN V VIETNAMESE INVESTOR

The recognition procedure is the same for any award creditor. The difference lies earlier: only a foreign investor, or a company more than 50% foreign-owned, may choose foreign arbitration for a dispute with another investor under Article 13 of the Law on Investment. A Vietnamese company whose foreign trading partner insists on SIAC can agree, because the foreign party supplies the qualifying element, and it will then face the same recognition process if it wins and needs to enforce in Vietnam.

WATCH OUT FOR

- An arbitration agreement signed for the Vietnamese party by someone without written authority: the commonest ground on which recognition is resisted.
- Notice of the arbitration served only by e-mail, without proof of delivery to the registered address.
- Letting the three-year time limit run while negotiating payment.
- Assets moving once the debtor is notified of the application; apply for interim measures at filing.
- Relying on an emergency arbitrator's order for assets in Vietnam.
- Inaccurate translations of the award, which invite arguments over its content.

OFFICIAL SOURCES

- National Legal Database (vbpl.vn): Civil Procedure Code No. 92/2015/QH13, Articles 451 to 463, as amended by Law No. 85/2025/QH15 — <https://vbpl.vn>
- UNCITRAL: status of the New York Convention and Vietnam's declarations — https://uncitral.un.org/en/texts/arbitration/conventions/foreign_arbitral_awards/status2
- National Legal Database (vbpl.vn): Law No. 106/2025/QH15 on Civil Judgment Enforcement; Resolution No. 326/2016/UBTVQH14 on court fees — <https://vbpl.vn>
- Ministry of Justice (international judicial assistance) — <https://moj.gov.vn>

Vietnamese courts and commercial litigation: the court structure since 1 July 2025, jurisdiction over business disputes, procedure and timelines, evidence, interim measures, court fees, appeal and cassation, foreign parties, precedents and what to expect in practice

Reviewed 10 October 2026 · Prepared by a foreign investment lawyer (now retired) with 20 years' experience advising on Vietnamese investment law · Legal and tax information, not legal advice · [How we check](#) · [Open in the app](#)

WHAT YOU NEED TO KNOW

- Since 1 July 2025 the people's courts comprise the Supreme People's Court, 34 provincial courts and 355 regional courts; the district courts and high people's courts were abolished (Law No. 81/2025/QH15).
- Regional courts hear business and commercial disputes at first instance, including those with a foreign element, with appeal to the provincial court and cassation above it (Civil Procedure Code, Law No. 92/2015/QH13, as amended by Law No. 85/2025/QH15).
- The court has two months from acceptance to prepare a commercial case for trial, extendable by one month, and should open the hearing within one month of deciding to bring it to trial (Article 203); appeals must be lodged within 15 days of judgment (Article 273).
- Courts may grant interim measures such as asset attachment and account freezing, generally within 48 hours where requested with the petition and three working days otherwise, and may require security (Articles 111 to 142).
- First-instance court fees in a monetary commercial dispute are set on a sliding scale from VND 3 million to VND 112 million plus 0.1% of the excess over VND 4 billion (Resolution No. 326/2016/UBTVQH14); the losing party generally bears them.

The court system after the 2025 reorganisation

Vietnam's courts were rebuilt on **1 July 2025**. Law No. 81/2025/QH15, amending the Law on the Organisation of People's Courts, abolished the 693 district courts and the three high people's courts and created a three-level structure: the **Supreme People's Court**, **34 provincial-level people's courts** matching the merged provinces, and **355 regional people's courts** (FAQ 71). Law No. 85/2025/QH15 amended the Civil Procedure Code, the Law on Administrative Procedure, the Law on Bankruptcy and the Law on Mediation and Dialogue at Court with effect from the same date, and Resolution No. 81/2025/UBTVQH15 of the National Assembly Standing Committee fixed the territorial jurisdiction of each court.

Regional courts are the courts of first instance for almost all civil, business, commercial and labour matters, including cases with a foreign element that previously went to the provincial courts. They sit in specialised divisions, among them civil, economic, family and juvenile, and intellectual property and technology transfer divisions. Some regional courts have specialised national or inter-provincial roles: the Intellectual Property Courts of Regional People's Court No. 2 in Hanoi and Regional People's Court No. 1 in Ho Chi Minh City hear intellectual property cases at first instance, and bankruptcy is concentrated in designated regional courts in Hanoi, Da Nang and Ho Chi Minh City (Insolvency, restructuring and bankruptcy). Provincial courts hear appeals from regional courts, review their effective judgments in cassation and reopening through their judicial committees, and, in Hanoi, Da Nang and Ho Chi Minh City, decide applications to annul arbitral awards (Commercial arbitration and VIAC). The Supreme People's Court reviews provincial courts' decisions in cassation, issues guidance through its Judicial Council and selects precedents.

Which court hears a business dispute

Article 30 of the Civil Procedure Code defines the **business and commercial disputes** within the courts' jurisdiction: disputes between individuals or organisations with business registration arising from commercial activities for profit; disputes over intellectual property rights and technology transfer between them for profit; disputes between a company and its members, or among members, over the establishment, operation, dissolution, merger, division, transfer of capital and organisational change of the company; and other business disputes the law assigns to the courts. A dispute covered by a valid arbitration agreement is excluded (Article 6 of the Law on Commercial Arbitration).

Territorial jurisdiction follows the defendant: the regional court where the defendant, if an organisation, has its head office, or, if an individual, resides or works (Article 39). The parties may agree in writing that the court of the plaintiff's place will hear the case, and disputes over real property go to the court where the property is located. For cases with a foreign element, Articles 469 and 470 set out when Vietnamese courts have jurisdiction, and give them exclusive jurisdiction over, among other matters, rights in real property in Vietnam. A Vietnamese court will not normally decline jurisdiction in favour of a foreign court chosen by the parties where Vietnamese jurisdiction exists under these rules, and a foreign judgment on a matter within its exclusive jurisdiction will not be recognised (Enforcing judgments and civil judgment enforcement).

Procedure and timelines

A case starts with a **petition** filed at the court in person, by post or online, with the evidence then available. The court's chief judge assigns a judge within three working days, and the judge has five working days to accept the petition, ask for amendments, transfer it or return it (Article 191). If the case is accepted, the plaintiff is notified to pay the **advance on court fees**, generally within seven days, and the case is formally accepted when the receipt is lodged (Article 195). The defendant then has 15 days to file a written statement and evidence, extendable by 15 days (Article 199).

For business and commercial cases the court has **two months** from acceptance to prepare for trial, extendable by one month for complex cases or objective obstacles (Article 203). During preparation the judge holds a session for the exchange and disclosure of evidence and, unless the case cannot be mediated, a **mediation session** (Articles 205 and 210); a mediated settlement that the parties do not

withdraw within seven days is recognised by a court decision that takes effect immediately and cannot be appealed. If mediation fails, the judge decides to bring the case to trial, and the hearing should open within one month, or two months with good reason (FAQ 79). Simple cases with clear facts and undisputed documents may follow the simplified procedure in Articles 316 to 324, with a single judge and a hearing within one month.

Practice diverges from the statute. Suspensions while evidence is obtained from authorities, valuation of assets, service on foreign parties and the courts' caseload mean that a contested first-instance commercial case commonly takes a year or more, and cases with foreign parties longer. A case that goes through appeal and then cassation can take several years. Investors should treat the statutory periods as the minimum.

Evidence

Vietnamese civil procedure is document-led and the burden lies on the party making an assertion (Article 91). There is no common-law disclosure: a party cannot compel its opponent to produce categories of documents, although it may ask the court to order an individual, organisation or authority holding specific evidence to provide it (Articles 97 and 106). The judge sets a deadline for submitting evidence that cannot exceed the preparation period, and evidence produced later is admitted only with a valid reason (Article 96). Electronic data messages, e-mails and digitally signed documents are admissible, and their weight depends on the reliability of how they were created and stored. Witness evidence carries less weight than contemporaneous documents, and there is no cross-examination in the common-law sense; the judges question the parties and witnesses.

Documents created abroad must be consular-legalised, or apostilled once Vietnam applies the Apostille Convention from 11 September 2026, unless a treaty exempts them, and every foreign-language document must be accompanied by a certified Vietnamese translation (Article 478). Expert evidence is obtained through court-ordered assessment (giám định) or valuation, and party-appointed expert reports are treated as ordinary documents. The practical lesson is to keep signed originals, minutes of meetings, delivery and acceptance records and correspondence in an orderly file from the start of the relationship; in Vietnamese litigation, the party with the better documents usually wins.

Interim measures

Article 114 of the Civil Procedure Code lists the **interim measures** available, among them attachment of disputed assets, prohibition of the transfer of property rights, prohibition of changes to the status of disputed assets, freezing of bank accounts, freezing of other assets, prohibition of or compulsion to perform certain acts, and a temporary ban on leaving Vietnam for a party with obligations. A party may apply when filing the petition or at any stage of the proceedings; in urgent cases, to preserve evidence or prevent irreparable harm, it may apply at the same time as filing. Where the application is made with the petition, the court decides within 48 hours of accepting the case; during proceedings, within three working days of receiving the application (Articles 111 and 133).

For measures that affect assets or accounts, the applicant must provide security, in money, precious metals or a bank guarantee, in the amount the court fixes, broadly equivalent to the loss the measure might cause the other party (Article 136), and an applicant whose request was wrongful is liable for the

resulting damage (Article 113). Interim measures are enforced immediately by the civil judgment enforcement agency. The courts also grant interim measures in support of arbitration under Article 53 of the Law on Commercial Arbitration, which is the only route to urgent relief before an arbitral tribunal is constituted.

Court fees and costs

Court fees are fixed by **Resolution No. 326/2016/UBTVQH14**. In a commercial dispute with a monetary value, the first-instance fee is VND 3 million up to VND 60 million in dispute; 5% from VND 60 million to VND 400 million; VND 20 million plus 4% of the excess over VND 400 million up to VND 800 million; VND 36 million plus 3% of the excess up to VND 2 billion; VND 72 million plus 2% of the excess up to VND 4 billion; and VND 112 million plus 0.1% of the excess over VND 4 billion. A non-monetary commercial dispute costs VND 3 million, and an appeal VND 2 million. The plaintiff pays an advance, generally half the fee calculated on the amount claimed, and the losing party ultimately bears the fee in proportion to the part of the claim it loses (Article 147 of the Code).

Lawyers' fees are generally borne by each party, unless the parties have agreed otherwise or the law provides for recovery; a contractual clause allowing the successful party to recover reasonable legal costs is worth including. Only Vietnamese lawyers with a practising certificate may represent parties in court; a foreign law firm may advise but may not appear. Professional fees vary widely; as a typical market range, a contested first-instance commercial case handled by a Vietnamese firm commonly costs from USD 15,000 to USD 80,000 in legal fees, more where an international firm coordinates. These are not quotations.

Appeal, cassation and reopening

A party may appeal a first-instance judgment within **15 days** of its pronouncement, or of receiving it if absent (Article 273); the procuracy may protest within 15 days at the same level or one month at the level above. The provincial court has two months to prepare the appeal, extendable by one month, and an appellate judgment takes effect on pronouncement (Article 286). Effective judgments may be reviewed in **cassation** (giám đốc thẩm) for serious procedural violations or errors of law, or **reopened** (tái thẩm) on newly discovered facts, but only on a protest by an authorised chief judge or chief procurator; a party may petition them, generally within one year of the judgment taking effect, and protests may be lodged within three years. Since July 2025 the judicial committees of provincial courts review regional court judgments, and the Supreme People's Court reviews provincial court decisions through five-judge panels or the full Judges' Council.

Cassation is not a third appeal as of right, but it is used often enough that a judgment creditor should not treat an appellate judgment as the end of the matter. Enforcement may proceed meanwhile unless the protest suspends it.

Foreign parties, service abroad and precedents

Where a party is abroad, documents are served through judicial assistance under a bilateral treaty, under the Hague Service Convention, to which Vietnam has been party since 2016, through the diplomatic channel, or by registered post with acknowledgement of receipt where the receiving state

allows. Service abroad routinely takes many months, and the court fixes hearing dates with that in mind, which is one reason foreign-element cases take longer. Evidence abroad may be taken under the Hague Evidence Convention, in force for Vietnam since 3 May 2020, or a bilateral treaty. A foreign company suing in Vietnam needs a power of attorney to a Vietnamese representative, legalised or apostilled and translated, and should expect to provide its corporate documents in the same form.

Vietnam is a civil-law system, but since 2016 the Supreme People's Court has selected **precedents** (án lệ) from court judgments under Resolution No. 04/2019/NQ-HDTP. Courts must consider an applicable precedent and explain any departure from it. By mid-2026, 90 precedents had been published, the latest eight (Nos. 83/2026/AL to 90/2026/AL) applying from 1 July 2026 under Decision No. 162/QD-CA, including precedents on co-insurance and the priority of payments from collateral. Precedents are still few in commercial law, so Judicial Council resolutions and the Supreme People's Court's answers to practical questions carry more weight in day-to-day practice.

Bringing a commercial claim in a regional court

1 Confirm jurisdiction and limitation

Check that no valid arbitration clause applies, identify the defendant's head office for territorial jurisdiction, and confirm that the two-year limitation period under Article 319 of the Commercial Law has not expired.

2 Assemble the evidence

Contract, amendments, invoices, delivery and acceptance records, correspondence and demand letters; legalise or apostille and translate foreign documents.

3 Consider interim measures

If assets may be dissipated, prepare an application to freeze accounts or attach assets with the petition, and arrange the security the court will require.

4 File the petition

File online, in person or by post; the judge decides within five working days whether to accept it (Article 191).

5 Pay the advance on court fees

Pay within the time in the court's notice, generally seven days, and lodge the receipt; the case is accepted from that date (Article 195).

6 Preparation, evidence exchange and mediation

Respond to the defendant's statement, attend the evidence exchange session and the court mediation session within the two-month preparation period (Articles 203, 205 and 210).

7 First-instance hearing and judgment

The hearing should open within one month of the decision to bring the case to trial; judgment is pronounced at the end of the hearing.

8 Appeal or enforce

Appeal within 15 days, or, once the judgment takes effect, apply to the civil judgment enforcement agency within five years.

Commercial litigation: the numbers (October 2026)

Item	Rule	Source
Court structure	Supreme People's Court; 34 provincial courts; 355 regional courts	Law No. 81/2025/QH15
First-instance court for commercial disputes	Regional people's court where the defendant has its head office	Civil Procedure Code, Articles 30 and 39, as amended
Decision on accepting a petition	5 working days after assignment to a judge	Article 191
Defendant's statement	15 days, extendable by 15 days	Article 199
Preparation for trial	2 months, extendable by 1 month	Article 203
Hearing after decision to try	1 month (2 months with good reason)	Article 203
Interim measures	48 hours if filed with the petition; 3 working days during proceedings; security may be required	Articles 111, 133 and 136
Appeal by a party	15 days from pronouncement or receipt	Article 273
Appeal preparation	2 months, extendable by 1 month	Article 286
First-instance fee, VND 4 billion or more in dispute	VND 112 million plus 0.1% of the excess over VND 4 billion	Resolution No. 326/2016/UBTVQH14
Appeal fee (commercial)	VND 2 million	Resolution No. 326/2016/UBTVQH14
Limitation period for commercial claims	2 years from infringement	Commercial Law No. 36/2005/QH11, Article 319
Precedents published	90 by July 2026	Resolution No. 04/2019/NQ-HDTP; Decision No. 162/QD-CA

WORKED EXAMPLE

Suing a Vietnamese customer for unpaid invoices of VND 5 billion

A Korean-owned packaging manufacturer in Dong Nai sues a Vietnamese food company headquartered in Ho Chi Minh City for VND 5 billion of unpaid invoices under a supply contract that has no arbitration clause. Illustrative dates and figures.

Court fee	VND 112 million + $0.1\% \times \text{VND 1 billion}$ = VND 113 million; advance on fees about VND 56.5 million.
15 January 2026	Petition filed online with the competent regional court in Ho Chi Minh City, with an application to freeze the defendant's account at a named bank.
22 January 2026	Petition accepted after the advance is paid; the freezing order issues within 48 hours against security of VND 500 million deposited at the court's direction.
February 2026	Defendant's statement claims defective goods and seeks a set-off; the court orders a technical assessment of retained samples, suspending the preparation period for six weeks.
April 2026	Evidence exchange and court mediation; the defendant offers VND 3.5 billion in instalments, which the manufacturer rejects.
June 2026	Decision to bring the case to trial; hearing held in July. Judgment for VND 4.8 billion plus late-payment interest; the set-off claim is rejected except for one consignment.
August 2026	Defendant appeals within 15 days; the provincial court hears the appeal in November and upholds the judgment.
December 2026	Manufacturer applies to the Ho Chi Minh City civil judgment enforcement agency; the frozen funds are released towards the judgment.

The total of about eleven months is a favourable outcome; a case with service abroad or several technical assessments commonly takes much longer.

Had the contract contained a VIAC clause, the regional court would have declined jurisdiction, but the manufacturer could still have obtained the same freezing order from the court under Article 53 of the Law on Commercial Arbitration.

Questions investors ask about the Vietnamese courts

Which court hears a commercial dispute in Vietnam since July 2025?

A regional people's court at first instance, usually where the defendant has its head office, including cases with a foreign element, under the Civil Procedure Code as amended by Law No. 85/2025/QH15. Appeals go to the provincial court. The district courts and high people's courts were abolished by Law No. 81/2025/QH15.

How long does a commercial lawsuit take in Vietnam?

The Code allows two months to prepare a commercial case, extendable by one month, and one month to open the hearing after the decision to try it. In practice a contested first-instance case commonly takes a year or more, longer with foreign parties, and appeal and cassation add further time.

Can I freeze a Vietnamese debtor's bank account before judgment?

Yes. Under Articles 111 to 142 of the Civil Procedure Code the court can freeze accounts, attach assets and prohibit transfers, generally within 48 hours where requested with the petition and three working days otherwise. The applicant usually provides security fixed by the court and is liable for loss if the measure was wrongful.

How much are court fees for a commercial claim?

Under Resolution No. 326/2016/UBTVQH14 the first-instance fee depends on the amount in dispute, from VND 3 million up to VND 112 million plus 0.1% of the excess over VND 4 billion. The plaintiff pays an advance and the losing party bears the fee; each side usually bears its own lawyers' fees unless agreed otherwise.

Can a foreign lawyer represent my company in a Vietnamese court?

No. Only Vietnamese lawyers holding a practising certificate, or the company's legal or authorised representative, may participate in court proceedings. A foreign firm may advise and coordinate. Powers of attorney and corporate documents from abroad must be legalised or apostilled and translated into Vietnamese.

THE 2027 HORIZON

- The Supreme People's Court is expanding online filing, electronic service and remote hearings after the 2025 reorganisation; the scope of electronic procedures under the amended Code should be checked when filing.
- Further precedents in commercial and business matters are under consideration by the Supreme People's Court's precedent advisory council; the twelve business and commercial drafts reported in 2026 may be adopted during 2027.
- Law No. 106/2025/QH15 on Civil Judgment Enforcement applies from 1 July 2026, with private enforcement offices and digital asset verification; its implementation during 2027 will show whether judgments are collected faster ([Enforcing judgments and civil judgment enforcement](#)).

Terms you will meet in the documents

English	Vietnamese	Meaning
Supreme People's Court	<i>Tòa án nhân dân tối cao</i>	The highest court, reviewing provincial decisions and selecting precedents.

English	Vietnamese	Meaning
Provincial people's court	<i>Tòa án nhân dân cấp tỉnh</i>	One of 34 courts hearing appeals and cassation of regional judgments.
Regional people's court	<i>Tòa án nhân dân khu vực</i>	One of 355 first-instance courts created on 1 July 2025.
Business and commercial dispute	<i>Tranh chấp về kinh doanh, thương mại</i>	The category of case defined in Article 30 of the Civil Procedure Code.
Petition	<i>Đơn khởi kiện</i>	The document that starts a lawsuit.
Advance on court fees	<i>Tạm ứng án phí</i>	The deposit paid by the plaintiff before acceptance.
Interim measures	<i>Biện pháp khẩn cấp tạm thời</i>	Protective orders under Articles 111 to 142.
Appeal	<i>Phúc thẩm</i>	Review by the provincial court of a first-instance judgment.
Cassation; reopening	<i>Giám đốc thẩm; tái thẩm</i>	Extraordinary review of effective judgments on protest.
Precedent	<i>Án lệ</i>	A judgment selected by the Supreme People's Court for courts to follow.

FOREIGN V VIETNAMESE INVESTOR

The courts apply the same procedure to every party, and a foreign-invested company is a Vietnamese litigant like any other. A foreign company that is itself a party faces longer timelines because of service abroad, must legalise or apostille and translate its documents and powers of attorney, and cannot be represented in court by its foreign lawyers. A Vietnamese investor contracting with another Vietnamese party, or a company at or below 50% foreign ownership, has only the Vietnamese courts or Vietnamese arbitration available.

WATCH OUT FOR

- Filing in the wrong court: since 1 July 2025 first-instance commercial cases go to regional courts, not provincial courts.
- Weak documentation: Vietnamese courts decide largely on documents, and oral evidence carries little weight.
- Late evidence: material produced after the judge's deadline may be excluded.
- Forgetting security for interim measures, which the court will require before freezing assets.
- Treating an appellate judgment as final: cassation on protest remains possible.
- Untranslated or unlegalised foreign documents, which are not admitted.

OFFICIAL SOURCES

- National Legal Database (vbpl.vn): Law No. 81/2025/QH15 amending the Law on the Organisation of People's Courts; Law No. 85/2025/QH15 amending the Civil Procedure Code — <https://vbpl.vn>
- National Legal Database (vbpl.vn): Civil Procedure Code No. 92/2015/QH13; Resolution No. 326/2016/UBTVQH14 on court fees — <https://vbpl.vn>
- Supreme People's Court: precedents and guidance — <https://www.toaan.gov.vn>
- Court Journal of the Supreme People's Court (jurisdiction after the 2025 reorganisation) — <https://tapchitoaan.vn>

Mediation and negotiation: settling disputes by agreement, commercial mediation under Decree 22/2017, the Vietnam Mediation Centre, court-annexed mediation and dialogue, making a settlement enforceable, the Singapore Convention, and labour and administrative mediation

Reviewed 10 October 2026 · Prepared by a foreign investment lawyer (now retired) with 20 years' experience advising on Vietnamese investment law · Legal and tax information, not legal advice · [How we check](#) · [Open in the app](#)

WHAT YOU NEED TO KNOW

- Article 13 of Law No. 143/2025/QH15 makes negotiation and mediation the first step for investment disputes; a negotiated settlement is a contract enforceable by action, and an acknowledgement of debt restarts the limitation period under the Civil Code (Law No. 91/2015/QH13).
- Commercial mediation by registered mediators and licensed mediation centres, including the Vietnam Mediation Centre (VMC) at VIAC, is regulated by Decree No. 22/2017/ND-CP, amended by Decree No. 112/2025/ND-CP, which moved the licensing of mediation centres to the provinces.
- A successful out-of-court mediation can be recognised by a court under Articles 416 to 419 of the Civil Procedure Code (Law No. 92/2015/QH13), after which it is enforced like a judgment; in arbitration, a settlement can be recorded in a decision with the force of an award (Article 58, Law No. 54/2010/QH12).
- Courts offer pre-acceptance mediation and dialogue under Law No. 58/2020/QH14, completed within 20 days of appointing the mediator, extendable, with confidentiality and court recognition of the result; parties to monetary commercial disputes bear its cost.
- Vietnam is neither a signatory nor a party to the 2018 Singapore Convention on Mediation, so an international mediated settlement is not directly enforceable in Vietnam.

Why most disputes end in a settlement

Most business disputes in Vietnam are settled, not decided. The reasons are practical: litigation is slow and public, arbitration is expensive, enforcement against a reluctant debtor is uncertain, and in a market where relationships with partners, suppliers and provincial authorities matter, a dispute pressed to judgment can cost more than the sum at stake. Vietnamese law encourages settlement at every stage. Article 13 of Law No. 143/2025/QH15 on Investment states that investment disputes are resolved first by negotiation and mediation ([FAQ 78](#)); the Civil Procedure Code requires the judge to attempt

mediation before most commercial cases go to trial; the Law on Commercial Arbitration allows the tribunal to mediate at the parties' request; and the Labour Code makes mediation compulsory for most individual labour disputes.

Settlement is therefore a strategy to plan for, not a sign of weakness. The questions are which forum gives the most leverage in negotiation, how to keep settlement discussions from damaging the legal position if they fail, and how to make the settlement enforceable if the other side does not perform. This section deals with each, and with the formal mediation routes that Vietnamese law provides.

Negotiating safely

Vietnamese law has no general 'without prejudice' privilege of the common-law kind. An admission or offer made in correspondence can be produced in court or arbitration unless the parties have agreed otherwise or a specific law protects it. Settlement discussions should therefore be conducted under a written confidentiality agreement stating that offers, admissions and documents exchanged for settlement may not be used as evidence, or within a formal mediation whose rules provide that protection. Law No. 58/2020/QH14 gives statutory protection to court-annexed mediation (Article 4), and Decree No. 22/2017/ND-CP makes confidentiality a principle of commercial mediation; outside those frameworks, protection is contractual.

Time continues to run. The two-year limitation period for commercial claims under Article 319 of the Commercial Law is not suspended by negotiation, although an acknowledgement of the debt by the debtor, partial payment or an agreement to perform restarts the period under Article 157 of the Civil Code. A creditor negotiating close to the end of the period should either obtain a written acknowledgement, agree a standstill in writing or start proceedings and negotiate in parallel. The settlement itself should be in writing, signed by the legal representatives or authorised signatories of both parties, and should state the sums, dates, the release of claims, the consequences of default and the forum for disputes about the settlement.

Commercial mediation under Decree No. 22/2017/ND-CP

Decree No. 22/2017/ND-CP on commercial mediation, in force since 15 April 2017, governs mediation of disputes arising from commercial activities, disputes in which at least one party trades, and other disputes the law permits to be mediated commercially. Mediation may be conducted by a **commercial mediator** registered on a provincial list, chosen ad hoc by the parties, or by a **commercial mediation centre** under its rules. Mediators must meet the standards in the decree, including full civil capacity, good character, a university degree and professional experience, and foreign mediators may act. The process is voluntary, confidential and flexible: the parties choose the mediator and the procedure, either may withdraw at any time, and the mediator proposes but cannot impose terms.

Decree No. 112/2025/ND-CP of 29 May 2025 amended Decree No. 22/2017/ND-CP, among other judicial-support decrees, so that an application to establish a commercial mediation centre is filed with the provincial Department of Justice, which appraises it within 15 days, and the chairman of the provincial People's Committee decides within five working days, rather than the Ministry of Justice. Foreign commercial mediation organisations may establish branches and representative offices in Vietnam under the same framework.

The leading institution for foreign investors is the **Vietnam Mediation Centre (VMC)**, attached to VIAC, which offers mediation rules, a panel of Vietnamese and foreign mediators, a model mediation clause and the option of moving to VIAC arbitration if mediation fails. Other mediation centres operate in Hanoi and Ho Chi Minh City. Mediation fees are fixed by each centre's schedule and are modest compared with arbitration.

Making a mediated settlement enforceable

A settlement reached in commercial mediation is recorded in a written **record of successful mediation** (văn bản kết quả hòa giải thành). By itself it is a contract: if a party fails to perform, the other must sue on it in court or arbitration. To make it directly enforceable, a party may ask the court to **recognise** it under Articles 416 to 419 of the Civil Procedure Code, which apply to successful out-of-court mediation by an organisation or individual competent under the law, including commercial mediation (FAQ 78). The application is filed with the competent regional court within six months of the date of the settlement. The court checks the conditions in Article 417: the parties had full civil capacity and were the holders of the rights and obligations settled; the content does not violate a legal prohibition or social morality and does not evade obligations to the State or third parties; and the parties agreed voluntarily. It does not re-examine the dispute. A recognition decision takes effect immediately and is enforced by the civil judgment enforcement agency like a judgment ([Enforcing judgments and civil judgment enforcement](#)).

Where the parties have an arbitration agreement, a second route is available. If they settle during an arbitration, the tribunal may, at their request, record the settlement in a **decision recognising the parties' agreement**, which is final and has the same effect as an award (Article 58 of the Law on Commercial Arbitration). Parties who settle in mediation before any arbitration has started sometimes commence an arbitration solely to obtain such a decision. The route works best where the arbitration agreement is with VIAC, because VMC mediation and VIAC arbitration are administered together.

Court-annexed mediation and dialogue

Law No. 58/2020/QH14 on Mediation and Dialogue at Court, in force since 1 January 2021 and amended by Law No. 85/2025/QH15, provides a third route. When a petition is filed, the court informs the parties of their right to mediation before the case is accepted, and if both agree, the court appoints a mediator from its list, commonly a retired judge or experienced lawyer. Mediation must be completed within **20 days** of the mediator's appointment, extendable to not more than 30 days for complex cases, and the parties may agree a longer period of up to two months (Article 20). Information disclosed in the mediation is confidential and may not be used as evidence unless the disclosing party agrees or the law requires (Article 4). Time spent in mediation generally does not count towards the limitation period if the case later proceeds to litigation (Article 16).

If the parties settle, the mediator sends the record to the court, the judge has 15 days to consider it, and the court recognises or refuses to recognise the agreement (Articles 32 and 33); a recognition decision is enforceable like a judgment. If mediation fails, the case proceeds to the ordinary procedure. The cost of court-annexed mediation is generally met by the State budget, but parties to commercial disputes with a monetary value pay the mediation costs themselves, as do parties who ask for sessions outside the court or need interpretation (Article 9). For administrative cases the same law provides for **dialogue** between the claimant and the authority whose decision is challenged.

The Singapore Convention and cross-border settlements

The 2018 United Nations Convention on International Settlement Agreements Resulting from Mediation, the **Singapore Convention**, allows a commercial settlement reached in international mediation to be enforced directly in any state party, much as the New York Convention does for awards. As at October 2026 the UNCITRAL status table records 24 parties, but **Vietnam is neither a signatory nor a party**. A settlement reached in an international mediation in Singapore or elsewhere is therefore not directly enforceable in Vietnam under the Convention.

Three alternatives remain. The settlement can be sued on as a contract in the forum chosen in the settlement agreement; it can be converted into a consent award by an arbitral tribunal, which is then enforceable in Vietnam as a Vietnamese award or, if seated abroad, under the New York Convention after recognition, although whether a Vietnamese court will treat an award on agreed terms rendered abroad as a Convention award is not settled; or, where the mediation took place in Vietnam with a competent mediator, the parties can ask a Vietnamese court to recognise it under Articles 416 to 419. Investors negotiating a settlement with a Vietnamese party should decide which route they will use before the settlement is signed, and draft the settlement accordingly.

Labour and administrative disputes

Individual labour disputes follow their own route under the Labour Code (Law No. 45/2019/QH14): mediation by a labour mediator appointed by the provincial labour authority is a compulsory first step, completed within five working days of the request, except for disputes over disciplinary dismissal, unilateral termination, termination payments, insurance and certain others, which may go straight to court; after failed mediation the parties may refer the dispute to a labour arbitration council or the court (Articles 187 to 190). Collective disputes follow a separate procedure. These rules, and their limitation periods, are explained in [Internal labour rules, unions and disputes](#).

Disputes with authorities over tax assessments, land decisions or licences are resolved by administrative complaint to the issuing authority and its superior, and then in the administrative court, where dialogue under Law No. 58/2020/QH14 is available ([Tax administration, audits and disputes](#); [The VIFC court and specialised forums](#)). Investment disputes with the State begin with the negotiation and mediation required by Article 13 and, under most investment treaties, a cooling-off period of several months ([Investor-State disputes and treaty claims](#)).

Running a commercial mediation at the VMC and making the result enforceable

1 Protect the legal position first

Diarise the limitation period, obtain a written acknowledgement of debt or a standstill agreement, and sign a confidentiality agreement covering settlement communications.

2 Agree to mediate

Invoke the mediation step in the contract, or sign a submission agreement referring the dispute to the VMC under its rules.

3 Appoint the mediator

Agree a mediator from the VMC panel or a registered commercial mediator, with relevant language and sector experience; the centre appoints if the parties cannot agree.

4 Exchange position papers

Short written statements of the dispute and the key documents, shared with the mediator and, where agreed, with each other.

5 Mediation sessions

Joint and private sessions, in person or online; decision-makers with settlement authority attend.

6 Record the settlement

Sign a record of successful mediation stating sums, dates, releases, default consequences and the forum for disputes about the settlement.

7 Obtain court recognition

Apply to the competent regional court within six months under Articles 416 to 419 of the Civil Procedure Code, or, where an arbitration is on foot, ask the tribunal for a decision recognising the agreement under Article 58 of the Law on Commercial Arbitration.

Mediation routes compared (October 2026)

Route	Legal basis	Time and cost	How the result is enforced
Negotiated settlement	Civil Code; Commercial Law	As agreed; no fees	Sue on the settlement as a contract
Commercial mediation (VMC or other centre, or ad hoc mediator)	Decree No. 22/2017/ND-CP as amended by Decree No. 112/2025/ND-CP	As agreed under the centre's rules; centre's fee schedule	Court recognition within 6 months (Civil Procedure Code, Articles 416 to 419); then enforcement
Settlement during arbitration	Law No. 54/2010/QH12, Article 58	Within the arbitration timetable	Decision recognising the agreement, with the force of an award
Court-annexed mediation and dialogue	Law No. 58/2020/QH14 as amended by Law No. 85/2025/QH15	20 days, extendable to 30, or up to 2 months by agreement; parties pay in monetary commercial disputes	Court recognition decision, enforceable like a judgment
Mediation in court proceedings	Civil Procedure Code, Articles 205 to 213	Within the preparation period	Decision recognising the parties' agreement, effective immediately

Route	Legal basis	Time and cost	How the result is enforced
Individual labour mediation	Labour Code No. 45/2019/QH14, Article 188	5 working days	Record of successful mediation; labour arbitration or court if not performed
International mediation	Singapore Convention (Vietnam not a party)	As agreed	Not directly enforceable in Vietnam; contract claim or consent award

WORKED EXAMPLE

Mediating a construction payment dispute at the VMC

A Singapore-owned Vietnamese contractor claims VND 18 billion in unpaid progress payments and variations from a Vietnamese developer on a factory project in Binh Duong (now part of Ho Chi Minh City); the developer counterclaims for delay penalties. The contract provides for 30 days of negotiation, then VMC mediation, then VIAC arbitration in Ho Chi Minh City. Illustrative dates and figures.

March 2026	Contractor serves a notice of dispute; senior managers meet twice under a confidentiality agreement that excludes settlement communications from evidence. The developer signs a written acknowledgement of VND 9 billion of certified payments, restarting the limitation period for that amount.
April 2026	Negotiation period expires; contractor refers the dispute to the VMC. The parties agree a mediator with construction experience who speaks English and Vietnamese.
May 2026	Position papers exchanged; one full-day mediation in Ho Chi Minh City with the developer's general director and the contractor's regional head attending.
Outcome	Settlement at VND 14.5 billion, payable in three instalments over four months; delay penalties waived; mutual release of claims; VIAC arbitration retained for disputes about the settlement.
June 2026	Contractor applies to the competent regional court to recognise the record of successful mediation under Articles 416 to 419 of the Civil Procedure Code; the court recognises it.
September 2026	Developer misses the third instalment; contractor applies to the civil judgment enforcement agency on the recognition decision instead of starting an arbitration.

Mediation costs, including the centre's fee and the mediator's fee shared equally, were a small fraction of what a VIAC arbitration would have cost.

Without court recognition, the contractor's remedy for the missed instalment would have been a VIAC arbitration on the settlement agreement.

Questions investors ask about mediation

Is a mediated settlement enforceable in Vietnam?

Not automatically. It is a contract, but a party may ask the competent court to recognise a successful out-of-court mediation within six months under Articles 416 to 419 of the Civil Procedure Code, after which it is enforced like a judgment. In an arbitration, the tribunal can record the settlement in a decision with the force of an award.

Has Vietnam joined the Singapore Convention on Mediation?

No. As at October 2026 Vietnam is neither a signatory nor a party to the 2018 Singapore Convention, which had 24 parties. An international mediated settlement must therefore be enforced as a contract, converted into a consent award, or, if mediated in Vietnam, recognised by a Vietnamese court.

What is the Vietnam Mediation Centre?

The Vietnam Mediation Centre (VMC) is the commercial mediation centre attached to VIAC. It administers mediation under its own rules and Decree No. 22/2017/ND-CP, offers Vietnamese and foreign mediators, and allows a smooth move to VIAC arbitration if mediation fails, which makes it the usual choice in stepped clauses.

Are settlement discussions confidential in Vietnam?

Only if protected. Vietnamese law has no general without-prejudice rule. Court-annexed mediation is confidential under Article 4 of Law No. 58/2020/QH14 and commercial mediation under Decree No. 22/2017/ND-CP; other negotiations should be covered by a written agreement excluding settlement communications from evidence.

Does negotiating stop the limitation period running?

No. The two-year period for commercial claims under Article 319 of the Commercial Law continues, but a written acknowledgement of the debt, partial payment or an agreement to perform restarts it under Article 157 of the Civil Code. Time in court-annexed mediation generally does not count if the case later proceeds.

THE 2027 HORIZON

- Proposals for a Law on Commercial Mediation to replace Decree No. 22/2017/ND-CP, including clearer standards for mediators and a simpler route to enforce settlements, have been discussed in policy circles; no bill was on the legislative programme as at October 2026.
- Accession to the Singapore Convention has been studied by the Ministry of Justice, but no decision has been announced; investors should not assume accession in 2027.
- With licensing of commercial mediation centres moved to the provinces by Decree No. 112/2025/ND-CP, more local centres are likely to be licensed; check a centre's licence and operating registration with the provincial Department of Justice before naming it in a clause.

Terms you will meet in the documents

English	Vietnamese	Meaning
Negotiation	<i>Thương lượng</i>	Direct settlement discussions between the parties.
Commercial mediation	<i>Hòa giải thương mại</i>	Mediation under Decree No. 22/2017/ND-CP.
Commercial mediator	<i>Hòa giải viên thương mại</i>	A mediator meeting the decree's standards, registered or attached to a centre.
Commercial mediation centre	<i>Trung tâm hòa giải thương mại</i>	A licensed institution administering mediation, such as the VMC.
Record of successful mediation	<i>Văn bản kết quả hòa giải thành</i>	The written settlement signed at the end of a mediation.
Recognition of out-of-court mediation	<i>Công nhận kết quả hòa giải thành ngoài Tòa án</i>	Court procedure under Articles 416 to 419 of the Civil Procedure Code.
Mediation and dialogue at court	<i>Hòa giải, đối thoại tại Tòa án</i>	The pre-acceptance procedure under Law No. 58/2020/QH14.
Labour mediator	<i>Hòa giải viên lao động</i>	The official mediator for labour disputes under the Labour Code.

FOREIGN V VIETNAMESE INVESTOR

Mediation is open to all parties on the same terms, and foreign mediators may act. The practical differences are language, since Vietnamese courts recognising a settlement will need a Vietnamese text, and the enforcement of cross-border settlements: because Vietnam is not party to the Singapore Convention, a foreign investor mediating abroad must plan how the settlement will be enforced in Vietnam, whereas two Vietnamese parties mediating in Vietnam can use court recognition directly.

WATCH OUT FOR

- Letters making offers or admissions without a confidentiality agreement: they can be produced as evidence.
- Negotiating past the two-year limitation period without a written acknowledgement or standstill.
- Missing the six-month window for court recognition of an out-of-court settlement.
- Assuming an international mediated settlement can be enforced in Vietnam under the Singapore Convention.
- Settlements signed by persons without authority, or without a Vietnamese text for court recognition.
- Stepped clauses whose mediation stage has no end date.

OFFICIAL SOURCES

- National Legal Database (vbpl.vn): Decree No. 22/2017/ND-CP on commercial mediation; Decree No. 112/2025/ND-CP — <https://vbpl.vn>
- National Legal Database (vbpl.vn): Law No. 58/2020/QH14 on Mediation and Dialogue at Court; Civil Procedure Code No. 92/2015/QH13, Articles 416 to 419 — <https://vbpl.vn>
- Vietnam International Arbitration Centre and Vietnam Mediation Centre (rules and model clauses) — <https://www.viac.vn>
- UNCITRAL: status of the Singapore Convention on Mediation — https://uncitral.un.org/en/texts/mediation/conventions/international_settlement_agreements/status

Enforcing judgments and awards: the Law on Civil Judgment Enforcement 2025, the enforcement agencies after the 2025 restructuring, private enforcement offices, the five-year time limit, asset tracing, recognition of foreign court judgments, and secured creditors' priority

Reviewed 10 October 2026 · Prepared by a foreign investment lawyer (now retired) with 20 years' experience advising on Vietnamese investment law · Legal and tax information, not legal advice · [How we check](#) · [Open in the app](#)

WHAT YOU NEED TO KNOW

- Law No. 106/2025/QH15 on Civil Judgment Enforcement, passed on 5 December 2025, replaced Law No. 26/2008/QH12 from 1 July 2026 (some provisions from 20 January 2026); it covers Vietnamese judgments, Vietnamese arbitral awards and recognised foreign judgments and awards (Article 2).
- Enforcement is carried out by 34 provincial civil judgment enforcement agencies and their regional divisions, managed by the Department of Civil Judgment Enforcement Management of the Ministry of Justice, or by licensed private enforcement offices under a service contract (Articles 17, 26 and 31).
- The creditor must request enforcement within five years of the judgment or award taking effect or the obligation falling due (Article 34); the debtor then has ten days from notification of the enforcement decision to comply voluntarily before coercive measures (Article 36).
- A foreign court judgment is recognised only where Vietnam has a judicial assistance treaty with the judgment state or on reciprocity, on application within three years (Article 423, Civil Procedure Code, Law No. 92/2015/QH13); Vietnam has no such treaty with the United Kingdom, the United States or Singapore.
- A secured creditor whose security is registered has priority over the collateral in the order of registration (Civil Code; Decree No. 21/2021/ND-CP; Decree No. 99/2022/ND-CP), and that priority is respected in enforcement.

The new enforcement law

A judgment or award is worth what can be collected under it. In Vietnam collection is the business of the civil judgment enforcement system, and the law that governs it changed on **1 July 2026**, when **Law No. 106/2025/QH15 on Civil Judgment Enforcement**, passed by the National Assembly on 5 December 2025, replaced Law No. 26/2008/QH12 as amended; a handful of provisions, including those on the digital database, took effect earlier, on 20 January 2026. The new law keeps the structure of the old one, a State enforcement system acting on the creditor's request, but adds three significant changes: private

enforcement offices that creditors can engage under contract, a national civil judgment enforcement database connected to other national databases with electronic documents having the same legal value as paper (Article 5), and more specific duties on debtors and third parties to disclose assets.

Article 2 defines what is enforced: effective civil, commercial, labour and other civil judgments and decisions of Vietnamese courts, including foreign court judgments and foreign arbitral awards that a Vietnamese court has recognised and ordered to be enforced; first-instance judgments that are immediately enforceable despite appeal; decisions on interim measures; and awards and interim measures of Vietnamese arbitral tribunals under the Law on Commercial Arbitration. A foreign judgment or award that has not been recognised is not enforceable ([Foreign arbitration and enforcement of awards](#)).

Who enforces: the agencies after the 2025 restructuring

The State system was reorganised in 2025 in step with the courts and the provinces. At the centre, the former General Department of Civil Judgment Enforcement became the **Department of Civil Judgment Enforcement Management** (Cục Quản lý thi hành án dân sự) of the Ministry of Justice, under Decision No. 1898/QĐ-BTP of 25 June 2025. In each of the 34 provinces and centrally run cities there is a **provincial civil judgment enforcement agency** (Thi hành án dân sự tỉnh, thành phố), with legal personality, its own seal and accounts, and beneath it **regional civil judgment enforcement divisions** (Phòng Thi hành án dân sự khu vực), 355 in all, corresponding to the regional courts. Articles 17 and 19 of Law No. 106/2025/QH15 reflect that structure, and military-region enforcement bodies deal with judgments of the military courts.

Article 32 allocates cases between the levels; among other matters, recognised foreign judgments and awards and arbitral awards are enforced by the provincial agency, which works through its regional divisions where the assets are. Each case is handled by an **enforcement officer** (chấp hành viên), who issues the decisions, verifies assets, applies coercive measures and distributes the proceeds.

The new **private enforcement offices** (văn phòng thi hành án dân sự) are staffed by licensed enforcement practitioners (thừa hành viên), appointed by the chairman of the provincial People's Committee, who must hold at least a law degree and complete enforcement training (Article 29). An office is organised as a private enterprise or a partnership (Article 26). It acts on a creditor's request under a **service contract**, its head must issue the enforcement decision within five working days of signing (Article 31), and its practitioners may verify assets outside their own province (Article 30). The creditor pays the agreed fees. Where the office cannot complete the case or the contract ends, the file passes to the State agency. Implementing decrees on the offices were being issued during 2026, and the number of offices in operation should be checked before relying on this route.

Time limits, voluntary compliance and coercion

The creditor must **request enforcement within five years** of the date the judgment or award takes legal effect, or, for an obligation with a later due date, from that date (Article 34). Time lost to emergencies, objective obstacles or force majeure is excluded. The limit is strict, and a creditor that waits while trying

to negotiate payment can lose the right to enforce. The request is filed with the competent agency, or a contract is signed with a private office, with the judgment or award, any recognition decision and information about the debtor's assets.

The agency issues an **enforcement decision** and notifies the debtor, who has **ten days** from valid notification to comply voluntarily (Article 36). The period does not apply to interim measures, which are enforced immediately. If the debtor does not pay, the officer may apply coercive measures: deducting money from bank accounts, freezing accounts and assets, garnishing income and receivables, seizing and auctioning assets including shares and real property, compelling a party to deliver property or perform an act, and requiring the debtor to vacate property. Coercion may not be carried out at night, on rest days or public holidays, and the debtor is notified at least two working days before a coercive operation unless immediate action is needed. Judgments for payment normally order interest on late payment from the date the creditor requests enforcement, at the rate provided by the Civil Code unless the parties agreed otherwise.

Finding the assets

Most enforcement cases fail not for want of legal powers but for want of identified assets. The enforcement officer may verify the debtor's assets and conditions for enforcement and require bodies holding information to provide it (Article 25); banks, tax authorities, land and vehicle registries, securities depositories and other bodies must act promptly on verification requests (Article 14); and the debtor must truthfully declare its accounts, assets and ability to pay (Article 7). The creditor has its own right to verify and to supply information (Article 6), and the commune-level People's Committee must provide information about local residents and assets (Article 10).

In practice the creditor's own work matters most. Before suing, and again before requesting enforcement, a creditor should assemble what it knows: the debtor's bank accounts from past payments, its customers and receivables, its land use rights from contracts or site visits, its vehicles and equipment, its shareholdings in other companies from the National Business Registration Portal, and any security registered against those assets in the secured transactions registry. Interim measures obtained during the case, such as account freezing, carry through to enforcement and are often the only reason a judgment is paid ([Vietnamese courts and litigation](#)). Where the debtor is insolvent, enforcement gives way to bankruptcy proceedings under Law No. 142/2025/QH15 on Recovery and Bankruptcy ([Insolvency, restructuring and bankruptcy](#)).

Enforcing a judgment or award against a Vietnamese debtor

1 Confirm the title is enforceable

An effective Vietnamese judgment, a Vietnamese award after the 30-day annulment window (or after an unsuccessful annulment application), a registered ad hoc award, or a foreign judgment or award recognised by a Vietnamese court.

2 Gather asset information

Bank accounts, receivables, land use rights, vehicles, shareholdings and registered security; consider a pre-enforcement asset search.

3 Choose the State agency or a private office

File with the provincial civil judgment enforcement agency, or sign a service contract with a licensed private enforcement office, within five years (Article 34).

4 Enforcement decision and voluntary period

The decision is issued and notified; the debtor has ten days to pay voluntarily (Article 36).

5 Verification and coercion

The officer verifies assets with banks, registries and authorities and applies deductions, freezes, seizures and auctions as needed.

6 Distribution

Proceeds are paid out after enforcement costs, with secured creditors paid from their collateral in priority under the registered order.

7 If the debtor has no assets

The agency records that the debtor lacks the conditions for enforcement and re-verifies periodically; the creditor may supply new information at any time or consider bankruptcy proceedings.

Recognising foreign court judgments

A foreign court judgment in a civil or commercial matter is enforceable in Vietnam only after recognition by a Vietnamese court, and recognition is available only in two cases under **Article 423** of the Civil Procedure Code: where Vietnam and the judgment state are parties to a treaty providing for recognition, or, failing a treaty, on the basis of **reciprocity** ([FAQ 75](#)). Vietnam has bilateral judicial assistance agreements with about 17 countries, including China, France and Russia, but none with the United Kingdom, the United States or Singapore, and Vietnamese courts have not developed a settled practice of finding reciprocity for those states. Judgments from common-law jurisdictions are therefore unlikely to be recognised, which is the principal reason this guide recommends arbitration for cross-border contracts ([Dispute resolution landscape and choice of forum](#)).

The procedure mirrors that for foreign awards. The application is filed within **three years** of the judgment taking legal effect, through the Ministry of Justice where a treaty requires or directly with the court; since 1 July 2025 the regional court where the debtor is located hears it at first instance, with appeal to the provincial court. The court checks the judgment against the grounds for refusal in Article 439, which include that the judgment is not yet effective, that the defendant was not duly summoned or could not defend, that the case fell within the exclusive jurisdiction of the Vietnamese courts, that a Vietnamese court or another recognised judgment has already decided the same dispute, that the limitation period has expired, and that recognition would be contrary to the fundamental principles of Vietnamese law. The court fee is VND 3 million under Resolution No. 326/2016/UBTVQH14.

Security and priority

The surest protection against non-payment is security taken when the contract is made. Security interests are created under the **Civil Code** (Law No. 91/2015/QH13) and **Decree No. 21/2021/ND-CP**, and take effect against third parties on registration or possession; priority among secured creditors follows the order in which their security became effective against third parties, generally the order of registration (FAQ 80). Security over movable assets is registered online under **Decree No. 99/2022/ND-CP** with the Ministry of Justice's Department of Secured Transaction Registration and State Compensation; mortgages of land use rights and houses are registered with the land registration office. A new decree to replace Decree No. 99/2022/ND-CP is being drafted but had not been issued as at October 2026. Offshore lenders cannot take mortgages of land use rights under the Land Law 2024 and use an onshore security agent instead ([Project finance, security and the financial centre](#)).

In enforcement, the officer respects registered priority: proceeds from secured collateral pay the secured creditor first, after enforcement costs, and only the surplus is available to unsecured judgment creditors. A secured creditor may also enforce its security outside court, by the methods agreed in the security contract, such as sale or retention of the collateral, subject to notice and the debtor's handover; where the debtor resists, the creditor needs a court judgment or the enforcement agency's assistance. For guarantees and bank guarantees, the beneficiary's claim is against the guarantor, and an on-demand bank guarantee from a Vietnamese bank is in practice the most reliable form of payment security in Vietnam.

Enforcement in Vietnam: the numbers (October 2026)

Item	Rule	Source
Governing law	Law No. 106/2025/QH15 from 1 July 2026 (some provisions from 20 January 2026), replacing Law No. 26/2008/QH12	Law No. 106/2025/QH15
State enforcement structure	Ministry of Justice department; 34 provincial agencies; 355 regional divisions	Decision No. 1898/QD-BTP; Law No. 106/2025/QH15, Articles 17 and 19
Private enforcement offices	Licensed practitioners under a service contract; decision within 5 working days	Articles 26, 29 and 31
Time limit to request enforcement	5 years from effect of the judgment or the due date	Article 34
Voluntary compliance period	10 days from valid notification	Article 36
Enforceable titles	Vietnamese judgments and awards; recognised foreign judgments and awards; interim measures	Article 2
Foreign judgment recognition	Treaty or reciprocity; apply within 3 years; regional court since July 2025	Civil Procedure Code, Articles 423 and 439, as amended

Item	Rule	Source
Bilateral judicial assistance agreements	About 17 countries; none with the UK, US or Singapore	Ministry of Justice
Fee for recognising a foreign judgment	VND 3,000,000	Resolution No. 326/2016/UBTVQH14
Security registration	Movables online with the Ministry of Justice; land with the land registration office	Decree No. 99/2022/ND-CP
Priority	Order in which security became effective against third parties	Civil Code; Decree No. 21/2021/ND-CP

WORKED EXAMPLE

Collecting a VIAC award of VND 12 billion

A Thai-owned Vietnamese logistics company obtains a VIAC award of VND 12 billion plus costs against a Vietnamese trading company in Hanoi. The trading company does not apply to annul and does not pay. Illustrative dates and figures.

10 July 2026	Award received by both parties; the 30-day annulment window runs to 9 August 2026.
July 2026	Creditor's lawyers search the secured transactions registry and the business registration portal: the debtor's warehouse land is mortgaged to a Vietnamese bank for VND 20 billion; it holds 30% of a subsidiary and accounts at two banks known from past payments.
12 August 2026	Creditor files an enforcement request with the Hanoi civil judgment enforcement agency, well within the five-year limit, with the award and the asset information.
19 August 2026	Enforcement decision issued and notified; the ten-day voluntary period expires on 29 August without payment.
September 2026	Officer verifies the accounts with the two banks and deducts VND 2.3 billion; freezes the debtor's 30% shareholding and notifies the subsidiary and business registration office.
October 2026	Shareholding valued; auction planned. The mortgaged warehouse is not pursued because the bank's registered mortgage exceeds its likely value.
Outcome (projected)	Auction proceeds expected to cover most of the balance; enforcement costs are deducted from amounts collected.

Had the creditor taken a bank guarantee or a registered pledge over the debtor's receivables when contracting, it could have been paid within days of default.

Had the award been a SIAC award, the same steps would have followed only after a recognition decision of the regional court, typically several months later.

Questions investors ask about enforcement

How long do I have to enforce a Vietnamese judgment or award?

Five years from the date the judgment or award takes legal effect, or from the due date of a later obligation, under Article 34 of Law No. 106/2025/QH15 on Civil Judgment Enforcement. Time lost to force majeure or objective obstacles is excluded. After the request, the debtor has ten days to pay voluntarily.

Who enforces judgments in Vietnam since 2025?

The provincial civil judgment enforcement agencies of the 34 provinces and their regional divisions, managed by the Ministry of Justice's Department of Civil Judgment Enforcement Management. From 1 July 2026 a creditor may instead engage a licensed private enforcement office under a service contract under Law No. 106/2025/QH15.

Can I enforce an English or US court judgment in Vietnam?

Usually not. Under Article 423 of the Civil Procedure Code a foreign judgment is recognised only under a treaty or on reciprocity, and Vietnam has no judicial assistance treaty with the United Kingdom or the United States. Arbitration, enforceable under the New York Convention, is the safer choice.

How are a debtor's assets found?

The enforcement officer can require banks, tax authorities, registries and other bodies to disclose information under Articles 14 and 25 of Law No. 106/2025/QH15, and the debtor must declare its assets. In practice the creditor's own information about accounts, receivables, land and shareholdings, and any interim freezing order, decide most cases.

Does a secured creditor rank ahead of a judgment creditor?

Yes, over the collateral. Registered security ranks in the order it became effective against third parties under the Civil Code and Decree No. 21/2021/ND-CP, and enforcement proceeds from collateral pay the secured creditor first after costs. Unsecured judgment creditors share only what remains.

THE 2027 HORIZON

- Implementing decrees and circulars under Law No. 106/2025/QH15, including on private enforcement offices, fees and the national enforcement database, were being issued through 2026; the practical availability of private offices in each province should be checked in 2027.
- A decree replacing Decree No. 99/2022/ND-CP on the registration of security is in preparation; changes to registration procedures and the registry system are expected once it is issued.
- Any new bilateral judicial assistance agreement providing for the recognition of judgments, or a decision by Vietnam to join the 2019 Hague Judgments Convention, would change the position on foreign judgments; neither is imminent as at October 2026.

Terms you will meet in the documents

English	Vietnamese	Meaning
Civil judgment enforcement	<i>Thi hành án dân sự</i>	The enforcement of civil and commercial judgments and awards.
Civil judgment enforcement agency	<i>Cơ quan thi hành án dân sự</i>	The provincial agency and its regional divisions.
Enforcement officer	<i>Chấp hành viên</i>	The State official who handles an enforcement case.
Private enforcement office; enforcement practitioner	<i>Văn phòng thi hành án dân sự; Thừa hành viên</i>	Private enforcement under a service contract (Articles 26 to 31).
Time limit to request enforcement	<i>Thời hiệu yêu cầu thi hành án</i>	Five years under Article 34.
Voluntary enforcement	<i>Tự nguyện thi hành án</i>	The ten-day period for the debtor to comply.
Coercive enforcement	<i>Cưỡng chế thi hành án</i>	Deductions, freezing, seizure and auction of assets.
Verification of assets	<i>Xác minh tài sản, điều kiện thi hành án</i>	The officer's inquiry into the debtor's assets.
Recognition of a foreign judgment	<i>Công nhận và cho thi hành bản án của Tòa án nước ngoài</i>	The court procedure under Article 423 and following.

FOREIGN V VIETNAMESE INVESTOR

The enforcement system treats every creditor alike, and a foreign creditor may file directly or through a Vietnamese representative with a legalised or apostilled power of attorney. The differences arise from the title: a foreign creditor holding a foreign judgment or award must first obtain recognition, and a foreign judgment may not be recognisable at all; and an offshore lender cannot itself hold a land mortgage, so its security over land must be held by an onshore security agent.

WATCH OUT FOR

- Letting the five-year enforcement limit expire while negotiating with the debtor.
- Starting enforcement without asset information: the agency's verification is only as good as the leads it is given.
- Assets dissipated during the case: seek interim freezing orders early.
- Unregistered security, which ranks behind registered creditors and may not bind third parties.
- Relying on a foreign court judgment against a Vietnamese debtor where no treaty or reciprocity exists.
- Assuming private enforcement offices are operating in every province from 1 July 2026; check first.

OFFICIAL SOURCES

- National Legal Database (vbpl.vn): Law No. 106/2025/QH15 on Civil Judgment Enforcement — <https://vbpl.vn>
- Ministry of Justice: civil judgment enforcement system and secured transaction registration — <https://moj.gov.vn>
- National Legal Database (vbpl.vn): Civil Procedure Code No. 92/2015/QH13, Articles 423 to 445; Decree No. 21/2021/ND-CP; Decree No. 99/2022/ND-CP — <https://vbpl.vn>
- National Business Registration Portal (debtor shareholdings and company information) — <https://dangkykinhdoanh.gov.vn>

Investor-State disputes and treaty claims: the procedure under bilateral investment treaties, the CPTPP and the ASEAN agreements, notice and cooling-off, the Government's coordination under Decision 14/2020, known cases, UNCITRAL and non-ICSID arbitration, enforcing awards against the State, and contracts with State bodies

Reviewed 10 October 2026 · Prepared by a foreign investment lawyer (now retired) with 20 years' experience advising on Vietnamese investment law · Legal and tax information, not legal advice · [How we check](#) · [Open in the app](#)

WHAT YOU NEED TO KNOW

- A foreign investor's dispute with a Vietnamese authority goes to Vietnamese arbitration or courts unless the contract with the State or a treaty to which Vietnam is party provides otherwise (Article 13, Law No. 143/2025/QH15); negotiation and mediation come first.
- Vietnam has 45 bilateral investment treaties in force, and the CPTPP and the ASEAN Comprehensive Investment Agreement provide investor-State arbitration; RCEP has none, and the EU-Vietnam Investment Protection Agreement is not in force.
- Under the CPTPP a claimant must request consultations, wait six months, give 90 days' notice of intent and file within three years and six months, and for claims against Vietnam the choice between local proceedings and arbitration is final (Annex 9-J).
- Vietnam is not a party to the ICSID Convention, so claims proceed under the UNCITRAL Rules or other rules, including the ICSID Additional Facility where a treaty allows; awards are enforced under the New York Convention.
- The Government's defence is coordinated under Decision No. 14/2020/QD-TTg, with the ministry or province whose measure is challenged leading and the Ministry of Justice advising; UNCTAD records 13 known treaty cases against Vietnam.

Three kinds of dispute with the State

A foreign investor can find itself in dispute with the Vietnamese State in three ways. The first is a **contract dispute** under an agreement with a State body: a PPP contract, a production sharing contract with Petrovietnam approved by the Government, a land lease, an investment incentive commitment, or a supply contract with a State-owned enterprise. The second is an **administrative dispute** over a decision by an authority: a tax assessment, the refusal or revocation of a licence, the termination of a project, or

the recovery of land. The third is a **treaty dispute**, where the investor claims that the State's conduct breached an international investment agreement, for example by expropriating the investment without compensation or denying it fair and equitable treatment.

The routes differ. Contract disputes go to the forum in the contract, within the limits of Article 13 of Law No. 143/2025/QH15 on Investment. Administrative disputes go to administrative complaint and the administrative courts (The VIFC court and specialised forums; Tax administration, audits and disputes). Treaty disputes go to international arbitration under the treaty. The same facts can give rise to all three, and the choice of one route can close another, so the strategy must be settled before the first step is taken. The guarantees in Chapter II of the law, the treaty network and how to qualify for protection are explained in [Investment guarantees and treaties](#); this section deals with procedure.

Article 13 and contracts with State bodies

Article 13 of the Law on Investment requires negotiation and mediation first. A dispute between a foreign investor and a State authority relating to business investment in Vietnam then goes to Vietnamese arbitration or the Vietnamese courts, unless the contract between them or a treaty to which Vietnam is party provides otherwise; a dispute between a domestic investor, or a company not more than 50% foreign-owned, and the State goes to Vietnamese arbitration or courts ([FAQ 77](#)). The exception for contracts is significant: a foreign investor negotiating a contract with a State body can seek a clause providing for international arbitration, and a well-advised investor in a large project does.

PPP contracts under Law No. 64/2020/QH14 on PPP Investment, as amended in 2024 and 2025 and detailed by Decree No. 243/2025/ND-CP, follow a similar pattern: the law's own dispute provisions, which should be checked for each project, allow disputes between the contracting authority and a foreign investor or a project company it established to go to the forum agreed in the contract, including international arbitration ([FAQ 96](#)). **Petroleum contracts** are approved by the Prime Minister and name the arbitration or court that will decide disputes; production sharing contracts with foreign contractors customarily provide for international arbitration ([FAQ 111](#)). **Land leases** from the State are founded on administrative decisions allocating or leasing land, and disputes over land rent, recovery or compensation are generally resolved by complaint and in the administrative courts rather than by arbitration, although a lease of land in an industrial park from the park developer is an ordinary commercial contract ([Land recovery, compensation and non-use](#)).

A dispute with a **State-owned enterprise** acting commercially is an ordinary commercial dispute: the enterprise is a separate legal person, Article 13's investor-State limb does not apply, and the contract's arbitration clause governs.

The treaties that allow a claim

According to UNCTAD, Vietnam has signed 66 bilateral investment treaties, of which 45 are in force, and around 20 other treaties with investment provisions ([FAQ 76](#)). Most BITs in force allow an investor of the other state to bring a claim for breach of the treaty's protections before an arbitral tribunal, usually under the UNCITRAL Rules or ad hoc, after a period of negotiation. The **CPTPP** Chapter 9 provides investor-State arbitration for breaches of its investment protections, with claims based on investment authorisations and investment agreements suspended. The **ASEAN Comprehensive Investment**

Agreement gives ASEAN investors a comparable mechanism, and the ASEAN agreements with China, Korea, Australia and New Zealand and others contain their own provisions. **RCEP**, in force since 1 January 2022, has no investor-State mechanism. The **EU-Vietnam Investment Protection Agreement**, signed in 2019 with an investment court system, is not in force, so EU investors rely on their member state's BIT where one exists.

Vietnam is **not a party to the ICSID Convention**. Treaty claims therefore proceed under the UNCITRAL Arbitration Rules, often administered by the Permanent Court of Arbitration, or under other rules a treaty allows, including the ICSID Additional Facility Rules, which several claimants have used against Vietnam, and ICC or SCC rules. An award is not an ICSID award enforceable under the ICSID Convention; it is enforced under the New York Convention and is open to annulment at the seat of the arbitration, which makes the choice of seat, often Singapore, Paris or another arbitration-friendly city, an important strategic decision.

Notice, cooling-off and the CPTPP steps

Every treaty requires a period of negotiation before arbitration, typically between three and six months from written notice of the dispute in the older BITs, and in some cases a period for local remedies. The notice should identify the investor and its nationality, the investment, the measures complained of, the treaty provisions breached and the relief sought, and should be addressed to the authorities the treaty names or, failing that, to the Government and the Ministry of Justice. Failure to observe the period can lead a tribunal to stay or dismiss the claim, and Article 13 of the Law on Investment adds the domestic requirement of negotiation and mediation.

The **CPTPP** sets a fuller sequence. The claimant must first request consultations; it may not submit a claim until six months after the respondent received that request; it must deliver a written notice of intent at least 90 days before submitting the claim; it must waive the right to continue other proceedings over the same measure; and it must file within three years and six months of the date it knew, or should have known, of the breach and the loss. For claims against Vietnam, **Annex 9-J** adds a fork in the road: once an investor has alleged the breach before a Vietnamese court or administrative tribunal, the election is definitive and it cannot then submit the same claim to arbitration. A side letter between Vietnam and New Zealand replaces direct access to arbitration for their investors with a consultation process and a requirement for specific consent. No CPTPP claim against Vietnam had been reported as at October 2026.

How the Government responds

Vietnam coordinates its response to international investment disputes under **Decision No. 14/2020/QĐ-TTg** of the Prime Minister, which issued the regulation on coordination in the settlement of international investment disputes. The ministry, ministerial-level agency or provincial People's Committee whose measure is challenged takes the lead, the **Ministry of Justice** advises on the law and represents or coordinates representation, and other ministries contribute, with the Ministry of Finance involved where payment of an award or settlement is concerned ([FAQ 77](#)). A notice of dispute addressed only to the provincial authority that took the measure may not reach the coordinating bodies quickly; it is good practice to send it also to the Ministry of Justice and, where relevant, the Government Office.

The cooling-off period is where most leverage lies. Several known disputes settled after notice, and Vietnamese authorities, aware of the reputational and financial cost of a treaty claim, often engage seriously once a well-founded notice arrives from an investor with a credible treaty position. Diplomatic support from the investor's embassy, contacts with the Ministry of Finance as the investment-promotion ministry, and a clear account of the remedy sought, such as reinstatement of a licence, a revised land price or compensation, are usually more productive than an immediate filing.

The known cases

UNCTAD's Investment Dispute Settlement Navigator records **13 known treaty cases** against Vietnam. In outline: the claims brought by Trinh Vinh Binh under the Netherlands-Vietnam BIT, the first of which settled and the second of which ended in a 2019 award recorded as decided in favour of the investor; claims by McKenzie under the 2000 US-Vietnam trade agreement (decided for the State, 2013), by Dialasie under the France-Vietnam BIT (decided for the State, 2014) and by RECOFI under the same BIT (decided for the State, 2015, with a challenge rejected by the Swiss Federal Supreme Court); a claim by ConocoPhillips and Perenco under the UK-Vietnam BIT, reported to concern the taxation of a sale of petroleum interests, which settled; a claim by Shin Dong Baig under the Korea-Vietnam BIT under the ICSID Additional Facility, in which an award was rendered in 2020; and several claims pending as at the latest records, including claims under the US-Vietnam trade agreement, the Germany-Vietnam BIT and, by PowerChina and other Chinese contractors, the China-Vietnam BIT and the ASEAN-China investment agreement.

The cases suggest three lessons. Claims have been brought mostly under older BITs with broad protections, which Vietnam is now inclined to renegotiate on CPTPP lines. Outcomes have been mixed, with more decided for the State than for investors. And settlement before or during proceedings is common. These summaries are drawn from UNCTAD's public database and are not a complete account of any case; details of pending cases are often confidential.

Enforcing an award against the State

An award against Vietnam under a treaty is enforced like any foreign arbitral award. Inside Vietnam, the investor applies to a Vietnamese court for recognition under the Civil Procedure Code and the New York Convention, facing the same grounds for refusal, including the fundamental principles of Vietnamese law (Foreign arbitration and enforcement of awards), and payment then depends on the State budget processes. Outside Vietnam, enforcement depends on the law of State immunity in the enforcing country: commercial assets of the State may be reachable in some jurisdictions, while diplomatic and central bank assets are generally immune. Assets of a separate State-owned enterprise are not assets of the State unless the enforcing court disregards the separate personality. In practice most awards against States are paid or settled, but the investor should assess where enforcement could take place before starting a claim.

Political risk insurance, from MIGA or private insurers, and the security package in a project financing are complementary protections: they pay or reduce exposure without depending on an award, and an insurer that pays will usually be subrogated to the investor's treaty rights.

DECISION GUIDE

A dispute with a Vietnamese authority: contract, administrative or treaty route?

A screening sequence once a measure by a State body has harmed an investment. Take advice before any step, because some choices are irreversible.

Q1 Is the dispute under a contract with the State body (PPP, petroleum, incentive agreement) that contains a dispute clause?

Yes Follow the contract's negotiation and dispute steps; if it provides for international arbitration, Article 13 permits it. Consider whether a treaty claim is also available and whether the contract route affects it.

No Continue to Q2.

Q2 Is the investor (or an entity up the chain) a national of a state with a BIT in force with Vietnam, or a CPTPP or ASEAN party, with investor-State arbitration?

Yes Continue to Q3.

No Use administrative complaint and the administrative court, Article 13 negotiation and mediation, and diplomatic and investment-promotion channels.

Q3 Does the measure plausibly breach a treaty standard (expropriation, fair and equitable treatment, free transfer) rather than being ordinary regulation lawfully applied?

Yes Serve a treaty notice of dispute on the Government and the Ministry of Justice, diarise the cooling-off period and limitation, and do not commence local proceedings on the same measure without checking any fork-in-the-road clause (CPTPP Annex 9-J for Vietnam).

No Challenge the decision by complaint and in the administrative court, preserving evidence in case the position changes.

Investor-State options at a glance (October 2026)

Instrument	Claims against Vietnam	Pre-arbitration steps	Rules and enforcement
Law on Investment, Article 13	Contract or Vietnamese forum unless contract or treaty provides otherwise	Negotiation and mediation	Vietnamese arbitration or courts by default
Bilateral investment treaties (45 in force)	Usually yes	Negotiation period, commonly 3 to 6 months	Usually UNCITRAL or ad hoc; New York Convention

Instrument	Claims against Vietnam	Pre-arbitration steps	Rules and enforcement
CPTPP Chapter 9	Yes, for protection standards; authorisation and agreement claims suspended	Consultations; 6 months; 90-day notice of intent; waiver; 3 years 6 months limit; Annex 9-J fork in the road	UNCITRAL or other permitted rules; New York Convention
ASEAN Comprehensive Investment Agreement	Yes, for ASEAN investors	Consultation and notice periods	UNCITRAL, regional centres or other permitted rules
RCEP	No investor-State mechanism	n/a	State-to-State only
EU-Vietnam Investment Protection Agreement	Not in force	n/a	Investment court system once in force
ICSID Convention	Vietnam not a party	n/a	ICSID Additional Facility only where a treaty allows
Coordination on the State side	Decision No. 14/2020/QĐ-TTg	Lead ministry or province; Ministry of Justice advises	Ministry of Finance involved in payment

WORKED EXAMPLE

A Singapore investor's licence is revoked by a provincial authority

A Singapore company holds 100% of a Vietnamese company operating a waste-to-energy plant under a PPP contract with a provincial People's Committee. The province terminates the contract and the investment project, citing environmental breaches the investor disputes. Illustrative; the facts and timetable are simplified.

Month 0	Termination decision issued. The PPP contract provides for negotiation, then SIAC arbitration seated in Singapore; the Singapore-Vietnam BIT and the CPTPP are both available to the Singapore parent.
Month 0 to 1	Advisers map the routes: contract claim by the project company at SIAC; treaty claim by the parent under the BIT or the CPTPP; administrative challenge to the termination of the investment project in the administrative court. Under CPTPP Annex 9-J, an administrative lawsuit on the same measure would close the CPTPP arbitration route.
Month 1	Project company serves a contractual notice of dispute on the province; parent serves a treaty notice of dispute under the BIT and a request for consultations under the CPTPP on the province, the Ministry of Justice and the Ministry of Finance.
Months 2 to 6	Negotiations under Decision No. 14/2020/QĐ-TTg coordination, with the Ministry of Justice attending. The province commissions an independent environmental audit.

Month 6	Audit finds remediable breaches; the province withdraws the termination against a remediation plan, a performance bond and a revised tariff schedule. The parent does not deliver a notice of intent.
If talks had failed	The project company would have commenced SIAC arbitration on the contract, and the parent would have weighed a CPTPP claim (notice of intent at least 90 days before filing; filing within three years and six months).

The investor's credible treaty position, established years earlier by holding through a Singapore company with substance, did more to produce a settlement than any filing.

Had the investor first sued in the Vietnamese administrative court, the CPTPP route would have been lost under Annex 9-J, although the BIT, depending on its terms, might still have been available.

Questions investors ask about claims against the State

Can a foreign investor sue Vietnam in international arbitration?

Yes, under a treaty that provides for investor-State arbitration, such as most of the 45 bilateral investment treaties in force, the CPTPP and the ASEAN Comprehensive Investment Agreement, after the treaty's negotiation period. Vietnam is not an ICSID member, so claims proceed under UNCITRAL or other permitted rules and awards are enforced under the New York Convention.

What must I do before starting a CPTPP claim against Vietnam?

Request consultations, wait six months from the respondent's receipt, deliver a written notice of intent at least 90 days before filing, waive parallel proceedings and file within three years and six months. Under Annex 9-J, alleging the breach first before a Vietnamese court or administrative tribunal bars arbitration of the same claim.

Who defends Vietnam in an investment treaty claim?

Under Decision No. 14/2020/QĐ-TTg the ministry or provincial People's Committee whose measure is challenged leads, the Ministry of Justice advises and coordinates representation, and other ministries, including the Ministry of Finance on payment, contribute. A notice of dispute should be sent to the Ministry of Justice as well as the authority concerned.

Can a PPP contract with a Vietnamese authority provide for SIAC arbitration?

Yes. Article 13 of the Law on Investment sends a foreign investor's dispute with a State authority to Vietnamese arbitration or courts unless the contract or a treaty provides otherwise, and PPP contracts with foreign investors or their project companies may provide for international arbitration. The clause must be negotiated before signing.

Have investors won treaty claims against Vietnam?

Rarely. UNCTAD records 13 known cases: three decided for the State, one recorded as decided for the investor (Trinh Vinh Binh, 2019), two settled, one discontinued, one with an award of unreported outcome and several pending. Settlement during the cooling-off period is the more common result of a well-founded claim.

THE 2027 HORIZON

- Ratification of the EU-Vietnam Investment Protection Agreement by the remaining EU member states would bring its investment court system into force and, after transition, replace the member-state BITs.
- Vietnam has indicated a preference for renegotiating older BITs on CPTPP lines, with narrower fair-and-equitable-treatment clauses and carve-outs for tax and regulation; terminations or replacements may affect protection for new investments.
- Accession to the ICSID Convention is periodically discussed but not scheduled; until it happens, the seat of any treaty arbitration and the New York Convention remain central to enforcement.

Terms you will meet in the documents

English	Vietnamese	Meaning
International investment dispute	<i>Tranh chấp đầu tư quốc tế</i>	A dispute under an investment treaty between an investor and the State.
Investor-State dispute settlement	<i>Giải quyết tranh chấp giữa nhà đầu tư và Nhà nước</i>	Arbitration between an investor and the host State.
Notice of dispute	<i>Thông báo tranh chấp</i>	The written notice that starts the negotiation period.
Notice of intent	<i>Thông báo ý định khởi kiện</i>	The CPTPP notice delivered at least 90 days before filing.
Cooling-off period	<i>Thời hạn tham vấn, thương lượng</i>	The negotiation period required before arbitration.
Fork in the road	<i>Điều khoản lựa chọn một lần</i>	A clause making the choice of local proceedings or arbitration final.
Public-private partnership contract	<i>Hợp đồng dự án PPP</i>	A contract under Law No. 64/2020/QH14 between an authority and an investor.
Production sharing contract	<i>Hợp đồng chia sản phẩm dầu khí</i>	The standard petroleum contract.
State immunity	<i>Quyền miễn trừ của quốc gia</i>	The rule protecting State assets from enforcement in foreign courts.

FOREIGN V VIETNAMESE INVESTOR

Treaty claims are for foreign investors alone, and depend on nationality and structure. A Vietnamese investor, or a company not more than 50% foreign-owned, takes its disputes with the State to Vietnamese arbitration or the Vietnamese courts and to administrative complaint and the administrative courts; its foreign minority shareholder may, however, have treaty rights of its own as an indirect investor. Contract clauses providing for international arbitration with a State body are available only where Article 13's foreign-investor limb applies.

WATCH OUT FOR

- Suing in a Vietnamese court or administrative tribunal first: under CPTPP Annex 9-J it bars arbitration of the same claim against Vietnam.
- Restructuring after a dispute has arisen to gain treaty protection: tribunals treat it as an abuse of process.
- Missing the CPTPP limit of three years and six months, or a BIT's negotiation period.
- Sending a notice of dispute only to the provincial authority, without the Ministry of Justice.
- Accepting a PPP or other State contract with only a Vietnamese court clause when international arbitration could have been negotiated.
- Assuming an ICSID award: Vietnam is not a party, so the seat and New York Convention enforcement matter.

OFFICIAL SOURCES

- National Legal Database (vbpl.vn): Law No. 143/2025/QH15, Article 13; Decision No. 14/2020/QĐ-TTg; Law No. 64/2020/QH14 on PPP Investment — <https://vbpl.vn>
- UNCTAD Investment Dispute Settlement Navigator: cases against Viet Nam — <https://investmentpolicy.unctad.org/investment-dispute-settlement/country/229/viet-nam>
- UNCTAD Investment Policy Hub: Viet Nam's international investment agreements — <https://investmentpolicy.unctad.org/international-investment-agreements/countries/229/viet-nam>
- Ministry of Justice (coordination of international investment disputes) — <https://moj.gov.vn>

The VIFC court and specialised forums: the specialised court of the Vietnam International Financial Centre under Law 150/2025, the centre's international arbitration centre, and the routes for labour, administrative, tax, intellectual property and competition disputes

Reviewed 10 October 2026 · Prepared by a foreign investment lawyer (now retired) with 20 years' experience advising on Vietnamese investment law · Legal and tax information, not legal advice · [How we check](#) · [Open in the app](#)

WHAT YOU NEED TO KNOW

- Law No. 150/2025/QH15, passed on 11 December 2025 and in force from 1 January 2026, created a specialised court of the Vietnam International Financial Centre in Ho Chi Minh City, with a first-instance court and an appellate court whose judgments are final, without cassation or retrial.
- The court has jurisdiction over investment and business disputes in which at least one party is a centre member, recognition of foreign judgments and awards involving a member, and court support for arbitration involving a member, excluding matters involving State or public interests; English is a working language and foreign judges and foreign lawyers may take part.
- The court's procedural rules are to be issued by the Judges' Council of the Supreme People's Court, planned for completion by 31 December 2026; until then the court is available in principle but untested.
- Decree No. 328/2025/ND-CP of 18 December 2025 provides for an international arbitration centre within the VIFC, licensed by the Minister of Justice, with foreign governing law permitted in foreign-element disputes and an option for the parties to waive annulment in their original agreement.
- Labour disputes go through labour mediation, labour arbitration or the courts under the Labour Code (Law No. 45/2019/QH14); decisions of authorities, including tax decisions, are challenged by complaint and in the administrative court under Law No. 93/2015/QH13 as amended.

A new forum for the financial centre

The **Vietnam International Financial Centre** (VIFC), a single centre with hubs in Ho Chi Minh City and Da Nang, was created by National Assembly Resolution No. 222/2025/QH15, effective from 1 September 2025, and launched on 21 December 2025 ([FAQ 69](#)). Its legal regime, membership, foreign exchange rules and financial incentives are explained in [Project finance, security and the financial centre](#). Two dispute institutions form part of the design: a **specialised court** created by statute, and an **international arbitration centre** provided for by Government decree. Both are intended to offer foreign investors in

the centre a forum operating in English, applying international practice and resolving disputes quickly, closer to the model of the Dubai International Financial Centre or the Astana International Financial Centre than to the ordinary people's courts.

Both are new, and their practical value depends on rules and appointments still being made. This section describes what the law provides as at October 2026, and what an investor should check before relying on either.

The specialised court under Law No. 150/2025/QH15

Law No. 150/2025/QH15 on the Specialised Court at the International Financial Centre was passed on 11 December 2025 and took effect on **1 January 2026**. The court sits within the people's court system in Ho Chi Minh City and comprises a **first-instance court**, an **appellate court** and a supporting apparatus. Its jurisdiction covers: investment and business disputes between centre members, or between a member and a non-member; the recognition and enforcement in Vietnam of foreign court judgments and foreign arbitral awards in such disputes; requests relating to commercial arbitration under the arbitration law, such as appointing arbitrators, interim measures and evidence, where at least one party is a member; and other matters the Supreme People's Court specifies where at least one party is a member. Matters involving **State interests or the public interest** are excluded. Commentary describes the jurisdiction as exclusive within its scope, so a member's commercial dispute that would otherwise go to a regional court goes to the specialised court, unless a valid arbitration agreement applies. Disputes over jurisdiction between the specialised court and the people's courts are resolved by the chief judge, with complaints to the Supreme People's Court, whose decision is final.

The procedure departs from the Civil Procedure Code in important respects. **English** is a working language: proceedings and judgments may be in English alone or in English with a Vietnamese translation. A first-instance case is heard by a single judge, or, for complex cases at the parties' request, by a panel of three; appeals are heard by three judges, and no judge who heard the first instance may sit on the appeal. **Appellate judgments are final** and not subject to cassation or retrial, unlike judgments of the ordinary courts. Judges may be Vietnamese or **foreign**, and must have at least ten years' experience in investment and business disputes and English sufficient to adjudicate. Parties may be represented by Vietnamese lawyers or by **foreign lawyers** holding a valid practising certificate from a foreign authority, and a legal entity must be represented by a lawyer unless the procedural rules provide otherwise. The procuracy does not take part. Filing, service, payment of fees, evidence and hearings may all be electronic.

On substance, parties to transactions with a foreign element may choose **foreign law** or international commercial custom, provided the result does not breach Vietnam's public order; disputes over ownership and other property rights in real estate, including leases and security over it, follow the law of the place where the property is located. Commentary on the law reports a limitation period of six years from the triggering event, which the parties may vary by agreement within limits to be clarified by the procedural rules. The costs of proceedings include court fees and reasonable lawyers' costs, advanced by the requesting party and borne by the unsuccessful party unless agreed otherwise, at levels to be set by the Supreme People's Court with the Ministry of Finance. The court issues its own enforcement decisions, carried out by a designated enforcement judge.

When the court will be usable

Law No. 150/2025/QH15 leaves the detail to the **Specialised Rules of Procedure**, to be adopted by resolution of the Judges' Council of the Supreme People's Court. The Supreme People's Court's implementation plan, reported in January 2026, set 31 March 2026 for a circular on appointing judges, 30 June 2026 for instruments on fees and costs, enforcement and judicial ethics, and **31 December 2026** for the procedural rules themselves. Until the rules are in force and judges appointed, the court should be treated as available in principle but untested, and an investor should not choose it as the sole forum in a contract without a fallback (Project finance, security and the financial centre).

For contracts signed now by centre members, a practical approach is to choose arbitration, VIAC, the VIFC arbitration centre once operating, or an offshore institution, and to rely on the specialised court for supporting functions and for recognition of awards involving a member, which it will handle in any event. Where the parties prefer litigation, a clause choosing the specialised court should identify the member party and state what happens if the court is not yet able to hear the case.

The VIFC international arbitration centre

Decree No. 328/2025/ND-CP of 18 December 2025, one of eight decrees implementing Resolution No. 222/2025/QH15, provides for an **international arbitration centre** within the VIFC. The centre must be an independent legal entity headquartered within the centre's perimeter and licensed by the Minister of Justice. It resolves investment and commercial disputes arising from activities at the VIFC where the parties agree to its jurisdiction, excluding disputes over administrative decisions and acts, labour disputes, disputes over personal rights and matters already decided by a court or competent authority. Parties to foreign-element disputes may choose foreign law, provided it does not contravene the fundamental principles of Vietnamese law, and the tribunal may apply international trade usages; English may be used. The specialised court supports the arbitrations, appointing arbitrators where the parties cannot agree, assisting with evidence and witnesses, granting interim measures and recognising foreign awards connected to the centre.

The decree's most distinctive feature is the **waiver of annulment**: the parties may expressly waive, in the original arbitration agreement, their right to ask a court to annul the award, in which case the award is final and enforceable from issue, except where the arbitration agreement is void under Article 18 of the Law on Commercial Arbitration or the waiver was made after an annulment petition had been filed. Commentary noted that the centre's own procedural rules had not been published when the decree took effect, so that proceedings would default to the Law on Commercial Arbitration and the Resolution. This guide has not been able to confirm that the centre is accepting cases as at October 2026; an investor should check its licence, rules and panel before naming it in a clause, and should not combine a waiver of annulment with an untested institution without advice.

Labour disputes

Disputes between an employer and an employee are outside commercial arbitration and follow the **Labour Code** (Law No. 45/2019/QH14). An individual labour dispute goes first to a labour mediator appointed by the provincial labour authority, now within the Ministry of Home Affairs' system, completed within five working days, except for disputes over disciplinary dismissal, unilateral

termination, termination payments, insurance and certain others, which may go straight to court; if mediation fails, the parties may agree to refer the dispute to the provincial **labour arbitration council**, or either may sue in court (Articles 187 to 190). Limitation periods are six months for mediation, nine months for arbitration and one year for court proceedings. Collective disputes over rights and interests follow separate routes, and only an interest dispute can lead to a lawful strike, whose legality is decided by the regional court. These rules, with their practical consequences for a foreign employer, are in [Internal labour rules, unions and disputes](#) and, for termination, [Termination, severance and redundancy](#) (FAQ 58).

Administrative and tax disputes

A decision of a State authority, refusing or revoking a licence, terminating an investment project, imposing an administrative penalty, assessing tax or recovering land, is challenged in two ways, which can be used in sequence. The first is an **administrative complaint** under the Law on Complaints to the authority that issued the decision, generally within 90 days of receiving it, and then to the next level if the complaint is rejected or not decided in time. The second is an **administrative lawsuit** under the Law on Administrative Procedure (Law No. 93/2015/QH13, amended by Law No. 85/2025/QH15), generally within one year of receiving the decision; since 1 July 2025 first-instance administrative cases are heard by the reorganised regional and provincial courts. Law No. 58/2020/QH14 allows pre-acceptance dialogue between the claimant and the authority. The decision usually remains enforceable while it is challenged, so an investor may need to comply under protest.

Tax disputes follow this route with the special rules of Law No. 108/2025/QH15 on Tax Administration: a complaint to the tax authority generally within 90 days, a second complaint or an administrative lawsuit, and payment of the assessed tax meanwhile, with recovery if the challenge succeeds; treaty issues can also be taken to the mutual agreement procedure (FAQ 30; [Tax administration, audits and disputes](#)). Where an administrative measure also breaches an investment treaty, the choice of an administrative lawsuit can close the treaty route under a fork-in-the-road clause such as CPTPP Annex 9-J ([Investor-State disputes and treaty claims](#)).

Intellectual property and competition

Infringement of intellectual property rights can be pursued through administrative enforcement by inspectorates, market surveillance and customs, through civil proceedings for injunctions and damages, and, for serious counterfeiting, through criminal prosecution. Since 1 July 2025 civil IP cases are heard at first instance by the **Intellectual Property Courts of Regional People's Court No. 2 in Hanoi and Regional People's Court No. 1 in Ho Chi Minh City**, with appeals to the economic courts of the Hanoi and Ho Chi Minh City People's Courts. Disputes over the grant, validity or invalidation of registered rights go first to the Intellectual Property Office of Vietnam. Licence and technology transfer disputes between businesses are commercial and may be arbitrated. The choice between administrative and judicial enforcement, and the evidence needed, are explained in [IP enforcement and anti-counterfeiting](#) (FAQ 84).

Competition matters, including cartel and abuse-of-dominance investigations, merger control and private complaints, are handled by the **National Competition Commission** under Law No. 23/2018/QH14 on Competition, whose decisions can be challenged through the procedures in that law and then in the

administrative court; damages for anti-competitive conduct may be claimed in the civil courts. Notification thresholds, procedures and penalties are covered in [Merger control and competition law \(FAQ 87\)](#).

Before choosing the VIFC court or arbitration centre

Points to verify as at the date of contracting; several depend on instruments still being issued in 2026.

☐

Membership
Confirm that at least one party is, and will remain, a registered member of the VIFC; jurisdiction depends on it.

☐

Subject matter
Confirm the dispute is an investment or business dispute and involves no State or public interest, which is excluded.

☐

Procedural rules
Check whether the Supreme People's Court has adopted the Specialised Rules of Procedure and appointed judges; until then, provide a fallback forum.

☐

Arbitration centre status
Check the licence, rules, fee schedule and panel of the VIFC international arbitration centre before naming it.

☐

Annulment waiver
Decide deliberately whether to waive annulment under Decree No. 328/2025/ND-CP; the waiver must be express and in the original agreement.

☐

Governing law
Foreign law is permitted for foreign-element transactions, but not for property rights in real estate.

☐

Representation and language
Plan for English proceedings and confirm whether foreign counsel will appear, with a Vietnamese lawyer as needed.

☐

Enforcement
Consider where the counterparty's assets are and how a VIFC judgment or award will be enforced against them inside and outside the centre.

Specialised forums at a glance (October 2026)

Dispute	Forum	Key rule	Source
Business dispute involving a VIFC member	VIFC specialised court (first instance and appellate)	English; foreign judges and lawyers; appeal final; rules due by end-2026	Law No. 150/2025/QH15

Dispute	Forum	Key rule	Source
Arbitration of VIFC-related disputes	VIFC international arbitration centre	Foreign law permitted; optional waiver of annulment	Decree No. 328/2025/ND-CP
Individual labour dispute	Labour mediator; labour arbitration council; court	Mediation first, with exceptions; 6, 9 and 12-month limits	Labour Code No. 45/2019/QH14, Articles 187 to 190
Administrative decision	Complaint; administrative court	Complaint generally within 90 days; lawsuit generally within 1 year	Law on Complaints; Law No. 93/2015/QH13 as amended
Tax assessment	Tax authority complaint; administrative court; mutual agreement procedure	Tax payable meanwhile	Law No. 108/2025/QH15
IP infringement (civil)	IP Courts of Regional Court No. 2 Hanoi and No. 1 Ho Chi Minh City	Appeal to Hanoi or Ho Chi Minh City economic courts	Civil Procedure Code as amended by Law No. 85/2025/QH15
Competition	National Competition Commission; administrative court	Damages in civil courts	Law No. 23/2018/QH14
Insolvency	Designated regional courts in Hanoi, Da Nang and Ho Chi Minh City	Recovery and bankruptcy procedures	Law No. 142/2025/QH15

WORKED EXAMPLE

A Singapore fund manager in the VIFC chooses its dispute forum

A Singapore fund manager registers a Vietnamese subsidiary as a member of the VIFC in Ho Chi Minh City and signs a USD 15 million co-investment agreement with a Vietnamese real estate developer that is not a member. Illustrative; the facts and options are simplified.

Jurisdiction check	One party is a member and the dispute would be a business dispute with no State interest, so the specialised court would have jurisdiction under Law No. 150/2025/QH15.
Status in March 2026	The court's procedural rules are not yet adopted and no foreign judges have been appointed; the VIFC international arbitration centre has not published rules.
Governing law	Singapore law chosen for the co-investment agreement (foreign element present); Vietnamese law necessarily governs the property rights in the developer's land, which is the collateral.
Forum chosen	SIAC arbitration seated in Singapore, English language, three arbitrators, with the specialised court named for interim measures and recognition in Vietnam once operational, and the regional court as fallback.

Why not the VIFC court alone	Untested procedure in 2026, and the developer's assets are in Vietnam outside the centre, so enforcement would in any case run through Vietnamese enforcement bodies.
Review clause	The parties agree to review the forum clause in 2027, when the court's rules and the arbitration centre's rules are expected to be in place.

Had the developer also been a member, and the court's rules been in force, an English-language VIFC court clause with a final appeal would have been a credible alternative to offshore arbitration.

A waiver of annulment under Decree No. 328/2025/ND-CP was considered and rejected while the centre's rules remained unpublished.

Questions investors ask about the VIFC court and specialised forums

What is the VIFC specialised court?

A court created by Law No. 150/2025/QH15, in force from 1 January 2026, sitting in Ho Chi Minh City to hear business disputes involving at least one member of the Vietnam International Financial Centre. It works in English, may include foreign judges, allows foreign lawyers to appear, and its appellate judgments are final without cassation.

Can the VIFC court hear cases now?

In principle, but its Specialised Rules of Procedure, to be adopted by the Supreme People's Court's Judges' Council, were planned for completion by 31 December 2026, and judges were still being appointed during 2026. Until the rules are in force, contracts should not rely on the court as the only forum.

Does the VIFC have its own arbitration centre?

Decree No. 328/2025/ND-CP provides for an international arbitration centre within the VIFC, licensed by the Minister of Justice, with foreign governing law permitted and an option to waive annulment in the original agreement. Its rules and operating status should be checked before naming it in a contract.

How do I challenge a decision by a Vietnamese authority?

By administrative complaint to the issuing authority, generally within 90 days, and then to the next level, or by a lawsuit in the administrative court under Law No. 93/2015/QH13, generally within one year. The decision usually remains enforceable meanwhile, so compliance under protest may be needed.

Which court hears intellectual property cases?

Since 1 July 2025, civil IP cases are heard at first instance by the Intellectual Property Courts of Regional People's Court No. 2 in Hanoi and Regional People's Court No. 1 in Ho Chi Minh City, with appeals to the economic courts of the Hanoi and Ho Chi Minh City People's Courts.

THE 2027 HORIZON

- Adoption of the VIFC court's Specialised Rules of Procedure, planned by 31 December 2026, and the appointment of its first foreign judges would make the court usable in 2027; check the Supreme People's Court's announcements before contracting.
- The licensing and rules of the VIFC international arbitration centre under Decree No. 328/2025/ND-CP, and the first use of the annulment waiver, will determine whether it becomes a real alternative to VIAC and Singapore.
- Membership of the VIFC is expanding after online registration opened in August 2026, which will widen the range of disputes falling within the specialised court's jurisdiction.

Terms you will meet in the documents

English	Vietnamese	Meaning
International Financial Centre	<i>Trung tâm tài chính quốc tế</i>	The VIFC in Ho Chi Minh City and Da Nang.
Specialised court	<i>Tòa án chuyên biệt tại Trung tâm tài chính quốc tế</i>	The court created by Law No. 150/2025/QH15.
Specialised Rules of Procedure	<i>Quy tắc tố tụng của Tòa án chuyên biệt</i>	The procedural rules to be adopted by the Supreme People's Court.
International arbitration centre	<i>Trung tâm trọng tài quốc tế</i>	The VIFC arbitration institution under Decree No. 328/2025/ND-CP.
Labour arbitration council	<i>Hội đồng trọng tài lao động</i>	The provincial body that arbitrates labour disputes.
Administrative complaint	<i>Khiếu nại hành chính</i>	A complaint to the authority that issued a decision.
Administrative lawsuit	<i>Khởi kiện vụ án hành chính</i>	A court challenge to an administrative decision.
National Competition Commission	<i>Ủy ban Cạnh tranh Quốc gia</i>	The competition authority under Law No. 23/2018/QH14.

FOREIGN V VIETNAMESE INVESTOR

The VIFC court and arbitration centre turn on membership of the centre, not nationality: a Vietnamese member has the same access as a foreign one, and a non-member, foreign or Vietnamese, is within the court's jurisdiction when it deals with a member. The labour, administrative, tax, IP and competition forums apply to all businesses alike; a foreign investor's additional option is a treaty claim where an administrative measure breaches an investment treaty, which must be weighed before any administrative lawsuit is filed.

WATCH OUT FOR

- Choosing the VIFC court as the only forum before its procedural rules are in force.
- Waiving annulment under Decree No. 328/2025/ND-CP without confirming the arbitration centre's rules and panel.
- Choosing foreign law for property rights in real estate, which follow the law of the place where the property is located.
- Missing the 90-day complaint period or the one-year limit for an administrative lawsuit.
- Filing an administrative lawsuit that closes a treaty route under a fork-in-the-road clause.
- Treating an employee dispute as commercial: labour disputes cannot go to commercial arbitration.

OFFICIAL SOURCES

- National Legal Database (vbpl.vn): Law No. 150/2025/QH15 on the Specialised Court at the International Financial Centre — <https://vbpl.vn>
- Government portal: Resolution No. 222/2025/QH15 and Decree No. 328/2025/ND-CP on the international arbitration centre — <https://chinhphu.vn>
- Supreme People's Court (specialised court implementation and IP courts) — <https://www.toaan.gov.vn>
- National Legal Database (vbpl.vn): Labour Code No. 45/2019/QH14; Law No. 93/2015/QH13 on Administrative Procedure; Law No. 23/2018/QH14 on Competition — <https://vbpl.vn>