

Arbitration in Mozambique: an overview

An overview of Mozambique's legal framework and arbitration practice, from contractual choices to the award, judicial review and enforcement, with particular attention to regulated sectors and investment.

Reviewed on 15 October 2026

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This overview develops and updates the author's contribution to the 2024 Arbitration Compass. Its structure and text were prepared for this portal. References identify the legislation and decisions consulted. Examples are hypothetical; doctrinal views and reform proposals are identified as such. The review date marks the research cut-off and does not replace consultation of the sources applicable to a particular case.

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Arbitration in Mozambique's legal system

The applicable sources and the choices that shape an arbitration.

General legislation, special regimes and international instruments

Law No. 11/99 of 8 July governs arbitration, conciliation and mediation in Mozambique. It provides the general arbitration framework and specific provisions for international commercial arbitration. In areas governed by special regimes, the general law applies on a subsidiary basis under Article 5(3). Identifying the applicable framework therefore starts with the legal relationship and the subject matter of the dispute.

The law recognises party autonomy while requiring safeguards including equality, an opportunity to be heard, impartiality and independence. Flexibility allows the procedure to be tailored; it does not permit a party to be denied a fair opportunity to present its case.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 1–5

Domestic, international and investment arbitration

Article 52 links internationality to international trade interests and connections such as the parties' places of business, the seat of arbitration and the place where a substantial part of the obligations is performed. A shareholder's nationality or foreign wording in a contract does not, by itself, settle the classification. An international arbitration may be seated in Mozambique.

Commercial arbitration concerns commercial relationships. Investment arbitration may be based on a treaty, legislation or a contract, depending on consent and the requirements of the instrument invoked. A contract with the State does not automatically turn every breach into a violation of an investment treaty.

Hypothetical example

Two companies with places of business in different countries choose Maputo as their seat and dispute payment for goods. Their arbitration may be international and commercial while remaining subject to Mozambique's law as the law of the seat.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 52–53
Washington Convention — text, ICSID · art. 25

Seat, institution, language and applicable law

The seat connects the arbitration to a legal system. It must be distinguished from the physical hearing venue and the institution administering the arbitration. Article 27 permits procedural activities elsewhere on the terms it sets out. Choosing a foreign institution does not necessarily mean choosing a foreign seat.

Article 34 addresses applicable law and decision-making in equity under the general regime. For international commercial arbitration, Article 54 recognises the choice of rules of law governing the merits; absent a choice, the tribunal applies the law designated by the conflict-of-laws rules it considers applicable. A reference to a country's law ordinarily means its substantive law. Decision-making in equity requires express authorisation. Article 56 permits the parties to agree on the language or languages of the international proceedings.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 27, 34, 54 and 56

Mozambique's participation in international conventions

Mozambique acceded to the New York Convention on 11 June 1998; it entered into force for Mozambique on 9 September 1998. The recorded reservation is reciprocity: application to awards made in another Contracting State. The Convention addresses arbitration agreements and the recognition and enforcement of awards within its scope.

Mozambique signed the Washington Convention on 4 April 1995, deposited its ratification on 7 June 1995 and became bound on 7 July 1995. Membership does not constitute consent to every ICSID arbitration: written consent and the jurisdictional requirements of Article 25 must be established.

The UNCITRAL Model Law is a legislative model for States, rather than a treaty or directly applicable legislation by that name. Comparison is useful, but Law No. 11/99 must be read on its own terms. Soft-law instruments, including the IBA Rules on Evidence and Guidelines on Conflicts of Interest, can assist practice through agreement, procedural decisions or specific statutory reference. They do not override mandatory rules.

Sources: United Nations depositary — Mozambique's accession · accession
New York Convention — text and status, UNCITRAL · arts. I-II
ICSID — 2015 institutional report, membership table, p. 12 · p. 12
Washington Convention — text, ICSID · art. 25
UNCITRAL Model Law on International Commercial Arbitration · text
IBA — arbitration instruments and published versions · instruments

Institutions and organisation of arbitration

Who administers the proceedings, who decides the dispute and how costs are organised.

Institutional and ad hoc arbitration

In institutional arbitration, an administering institution provides the services specified in the chosen rules. In ad hoc arbitration, the parties and tribunal organise the proceedings without permanent institutional administration, potentially using established rules and an appointing authority. In both cases, the arbitral tribunal decides the dispute.

The Centro de Arbitragem, Conciliação e Mediação de Maputo (CACM) publishes statutes and arbitration, costs and ethics rules. The clause should correctly identify the institution and applicable rules. Using the UNCITRAL Arbitration Rules does not mean that UNCITRAL itself administers the proceedings.

Hypothetical example

A contract provides for ad hoc arbitration under the UNCITRAL Rules and designates an appointing authority. The rules organise the procedure, the authority performs its assigned functions and the arbitrators decide the case.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 3 and 17
CACM — legislation, statutes and rules · statutes and rules

State courts and specialist mechanisms

A State court, an arbitral tribunal and an administering institution perform different functions. Courts may support or review arbitration in the circumstances prescribed by law; the arbitral tribunal determines the submitted dispute; the institution administers it under its rules. A commercial division of a State court is not thereby an arbitral institution.

In employment matters, the Labour Law and the regulations governing the Comissão de Mediação e Arbitragem Laboral (COMAL) require separate analysis. Mediation, conciliation and arbitration are not interchangeable stages. In administrative litigation, Law No. 7/2014 contains a specific chapter on arbitration.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · art. 9
Law No. 13/2023 of 25 August — Labour Law · arts. 189–198
Decree No. 30/2016 of 27 July — COMAL · organisation
Law No. 7/2014 of 28 February — Administrative Judicial Proceedings · arts. 202–226

Costs, advances and budgeting

Article 24 addresses arbitrators' remuneration, administrative charges and evidentiary expenses, together with their determination and allocation. The chosen rules and any permitted party agreements should be checked before preparing a budget. Counsel's fees, experts, translation and travel may be separate items.

The portal's calculator estimates CACM costs using the schedules it identifies. Its output does not replace the Centre's quotation or guarantee the final cost and must be read with its stated assumptions and exclusions. Cost comparisons should also take account of evidentiary complexity, the number of arbitrators and enforcement needs.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · art. 24
CACM — legislation, statutes and rules · costs rules

Arbitration agreements and arbitrability

Consent, formal requirements and the limits on submitting disputes to arbitration.

Arbitration clauses and submission agreements

An arbitration clause covers future disputes arising from an identified legal relationship; a submission agreement concerns an existing dispute. Article 10 requires writing and addresses signed documents, communications and incorporation by reference. The subject matter must be sufficiently identified. Paragraph 5 imposes a specific effectiveness requirement for clauses in contracts of adhesion.

Separability under Article 11 means that invalidity of the contract does not automatically invalidate the arbitration agreement. It remains necessary to examine whether the defect also affects that agreement. The law governing the contract, the parties' capacity and the validity of the arbitration agreement may raise distinct questions; Article 44(2)(a) distinguishes incapacity from invalidity.

Hypothetical example

A party alleges that a supply contract is invalid. The tribunal must examine the alleged defect and its relationship to the clause; merely alleging invalidity of the contract does not eliminate arbitration.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 4, 10–11, 44 and 55

Who may arbitrate, and which matters?

Article 5 excludes disputes reserved by special legislation to State courts or a special arbitration regime, as well as disputes concerning rights that cannot be disposed of or settled. A claim's economic character does not remove the need for that assessment. Article 6 contains specific eligibility rules, including restrictions concerning unemancipated minors and legally incapacitated persons.

For the State and other public-law entities, Article 6 must be considered alongside the enabling special legislation, the nature of the relationship and the signatory's authority. A clause does not cure a lack of authorisation or legal power. Administrative and employment disputes remain subject to the boundaries of their respective regimes.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 5–6 and 55
Law No. 7/2014 of 28 February — Administrative Judicial Proceedings · arts. 202–226
Law No. 13/2023 of 25 August — Labour Law · arts. 189–198

Multiple parties, contracts and third parties

Several companies participating in the same project are not necessarily bound by the same arbitration agreement. The contracts, authority to represent a party and any succession or assignment must be examined. Extending an agreement to an entity that did not sign requires a legal basis; membership of the same corporate group does not justify a presumption of consent.

Joinder and consolidation likewise require examination of consent, the applicable rules and procedural safeguards. Statutory silence should be treated neither as unrestricted permission nor as an absolute prohibition. Clauses can anticipate these difficulties, particularly in projects involving interdependent contracts.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 4, 10, 27 and 44

Who decides jurisdiction, and what if a court action is brought?

Article 37 expressly empowers the tribunal to rule on its own jurisdiction, including the existence or validity of the arbitration agreement. It distinguishes a preliminary ruling from a ruling contained in the award and regulates court review. Where jurisdiction is upheld in a preliminary ruling, a party may seek a court determination within thirty days of notification under paragraph 3.

If court proceedings concern a matter covered by the agreement, Article 12 provides for referral to arbitration upon a timely request, subject to its exceptions concerning expiry or inability to perform the agreement. Seeking court interim relief is not incompatible with the agreement. Jurisdiction must be addressed through the appropriate procedures; judicial support does not amount to determination of the merits.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 12–13 and 37

Constitution and operation of the arbitral tribunal

Appointment, independence, challenges and replacement of arbitrators.

Number, qualifications and appointment

Under the general regime, Article 16 provides for a sole arbitrator or an odd-numbered tribunal, with three arbitrators by default. Article 19 requires an individual of full age and legal capacity who meets the agreed or institutional qualifications. Nationality does not itself preclude appointment, unless otherwise agreed under Article 21(1).

Article 18 provides default appointment rules and mechanisms for resolving failures to appoint. Paragraph 8 permits an appointment request after eight days from the specified acts; it does not require a court to decide within eight days. International commercial arbitration is subject to the special provisions in Articles 57 and 58: Article 58 notably provides thirty-day periods for certain steps in constituting a three-member tribunal.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 16–19, 21, 57–58

Independence, impartiality and disclosure

An arbitrator does not represent the appointing party. Article 20(2) requires disclosure of circumstances that may give rise to justifiable doubts about impartiality or independence, from the initial approach and throughout the proceedings. Article 22 sets out ethical duties including equal treatment, diligence and confidentiality of deliberations.

The IBA Guidelines may assist conflict analysis but do not replace consideration of the law, rules and specific facts. Disclosure and disqualification are related but distinct issues: not every disclosure requires removal, and non-disclosure must also be assessed in context.

Hypothetical example

A prospective arbitrator is approached for a case involving a former client. The relevant relationship must be assessed and disclosed; independence depends on the circumstances rather than merely on who made the appointment.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 20–22

IBA — arbitration instruments and published versions · Guidelines

Challenge, replacement and liability

Article 21(4) addresses justifiable doubts about impartiality or independence and the absence of agreed qualifications. In the absence of an agreed challenge procedure, Article 23 requires a reasoned communication within fifteen days of learning of the tribunal's constitution or the relevant circumstances. If the challenge fails, paragraph 3 governs a court request within thirty days of notification of that decision.

Replacement follows the rules applicable to the original appointment. Article 23(7) interrupts the proceedings until the replacement accepts; paragraph 8 addresses possible repetition of oral evidence. The law also addresses liability: Article 21(5) concerns unjustified withdrawal after acceptance, and Article 22(4) addresses dishonest or fraudulent performance, resulting harm and violations of law. Arbitrators should not be described as generally immune from liability.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 21–23

Procedure, evidence and court assistance

Case management, interim protection and participation safeguards.

Commencement, notices and timetable

Unless otherwise agreed, Article 25 places commencement at the respondent's receipt of the request to submit the dispute to arbitration. Notices must comply with Article 26 and the applicable rules. Evidence of delivery and of the documents sent should be retained, particularly where a party does not participate.

Commencement and interruption of limitation periods are different questions. Substantive time limits depend on the claim, the applicable law and the acts capable of interrupting them. Negotiations or informal communications should not be assumed sufficient without checking.

Article 35 provides a six-month period for the award where no other period results from the parties' agreement, counted from constitution of the tribunal, with extension on the terms of paragraph 4. This is not a forecast of every dispute's total duration: constitution, procedural incidents and subsequent court proceedings require separate consideration.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 14, 25–26 and 35

Opportunity to be heard, hearings and evidence

Articles 27–32 allow the procedure, submissions, hearings and evidence to be organised while preserving Article 2 safeguards. Documents and material on which the tribunal may rely must be communicated to the parties. Failure to defend is not itself an admission: Article 30 permits continuation on its stated terms, with assessment of the available evidence.

The tribunal may use experts and assess the admissibility, relevance and weight of evidence. Where judicial powers are needed, Article 32(2) permits court assistance at the tribunal's request or that of an authorised party. Such cooperation does not confer unlimited coercive powers over third parties.

Remote hearings should ensure effective participation, identification of participants, access to documents and the ability to question witnesses. Technology choices require attention to procedural fairness and the applicable rules, rather than simply one party's convenience.

Hypothetical example

A party fails to defend despite proper notice. The tribunal should not automatically grant everything claimed: it must assess the claims and evidence under the procedural rules.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 2 and 27–32

Interim measures and court intervention

Unless otherwise agreed, Article 33 empowers the tribunal to order parties to take interim measures relating to the dispute and to provide appropriate security. Article 12(4) preserves court interim relief before or during arbitration. The appropriate route depends on the measure, urgency and need for coercive enforcement.

Emergency arbitration, expedited proceedings and other institutional mechanisms must be checked in the applicable rules. They do not arise automatically under the general law. Nor does the availability of ordinary interim relief imply an unrestricted power to restrain court actions or other arbitrations.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 9, 12 and 33
CACM — legislation, statutes and rules · rules

Privacy and use of information

Privacy and confidentiality are principles under Article 2. Article 42 provides for publication of the award with all parties' agreement and permits references for research while preserving anonymity and confidentiality. The framework must be considered alongside statutory disclosure duties and information that may become public in court proceedings.

A procedural order may specify document access, file retention and use of evidence outside the proceedings. Confidentiality should not be promised as absolute secrecy in every circumstance.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 2, 22 and 42

Awards, challenges, recognition and enforcement

The effects of an award, the available review and the steps towards compliance.

Form, reasons and effects

Article 39 specifies the award's elements, including the parties, agreement, dispute, arbitrators, place, date and signatures. Reasons are required subject to its exceptions, as is determination and allocation of costs. Article 48 governs correction, interpretation and additional awards; these mechanisms are not a general appeal on the merits.

Notification and deposit are governed by Article 42, including its exceptions and alternative arrangements. Article 43 gives the decision the effects of a court judgment between the parties and successors and makes a condemnatory award enforceable on the statutory terms. Interest, rate, accrual period and any compounding require a basis in the applicable law and claims; there is no single formula for every case.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 39 and 42–43, 48

Setting aside and the arbitral tribunal's role

The LACM permits only a setting-aside challenge to the award, on Article 44 grounds. Subject to the statutory requirements, these include incapacity, invalidity of the agreement, notice or due-process failures, excess of mandate, irregular constitution or procedure, non-arbitrability and public policy. Setting aside is not a general reconsideration of the merits.

Article 45 requires filing before the arbitral tribunal within thirty days of notification of the award or the decision correcting, interpreting or supplementing it. It provides for a response and subsequent transmission to the court. Paragraph 3 assigns the tribunal the rejection of late applications or applications whose grounds do not comply with the preceding article; paragraph 4 permits recourse against rejection. Article 47 makes the right to seek setting aside non-waivable.

In his 2023 study, the author critically examines arbitrators' power to reject a challenge to their own award because the grounds are inappropriate. His proposals include direct filing in court; if filing before the arbitral tribunal is retained, he proposes removing its power to assess the adequacy of the grounds. These are reform proposals, distinct from the description of current law.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 44–48
Dimétrio Manjate — Challenging Arbitral Awards, 2023, pp. 225–243 · pp. 242–243

Enforcement of domestic awards

Voluntary compliance is the first route. If it does not occur, Article 49 permits enforcement on its stated terms. Article 50 requires authenticated documentation of the agreement, award and supplementary decisions, together with evidence of notification and deposit and an official translation where necessary. Statutory arrangements and exceptions concerning deposit must be taken into account.

Objections to enforcement are specifically governed by Article 51. Its paragraphs must be read together, including paragraph 3 on raising setting-aside grounds in enforcement objections. Interaction with ordinary civil procedure does not permit the special arbitration regime to be disregarded. In its judgment of 15 April 2024, Case No. 66/23-R, the Maputo Higher Court of Appeal nullified a ruling on enforcement objections because the relevant statutory grounds had not been established.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 42 and 49–51
Maputo Higher Court of Appeal, Case No. 66/23-R, judgment of 15 April 2024 · reasons and ruling

Foreign awards and the New York Convention

For an award covered by the New York Convention, its scope, Mozambique’s reservation and Articles III–V and VII must be considered. Article IV addresses the authenticated original or duly certified copy of the award and agreement and a certified translation where required. Article V defines refusal grounds rather than providing a general merits appeal.

The 2019 Supreme Court judgments discussed here used review and confirmation proceedings and also examined Article 1096 of the Code of Civil Procedure. That reasoning must be read in context. The cumulative approach used in those cases should not be turned into an automatic list of additional Convention requirements for every covered award. Preparing an application requires the domestic procedural route to be reconciled with the Convention’s limits.

Where an award is challenged, suspended or set aside at the seat, Articles V(1)(e), VI and VII require specific analysis. Neither a pending challenge nor annulment should be addressed through a generic conclusion detached from the enforcement State and applicable framework.

Sources: New York Convention — text and status, UNCITRAL · arts. I and III–VII
Supreme Court, Case No. 32/2018, judgment of 26 September 2019 · review and confirmation
Supreme Court, Case No. 08/2018, judgment of 31 October 2019 · review and confirmation

The ICSID route and immunity from execution

Awards rendered under the Washington Convention follow the distinct system in Articles 53–55. Article 54 requires recognition of their binding character and enforcement of their pecuniary obligations as if contained in a final court judgment. The New York Convention's refusal grounds do not transfer to this route.

Execution against assets follows the law of the enforcement State. Article 55 preserves immunity rules. Consent to arbitration and recognition of an award's binding effect do not themselves mean that every State asset may be attached. Ownership, the use of the assets and the applicable property and immunity rules must be examined.

Sources: Washington Convention — text, ICSID · arts. 25 and 53–55

Arbitration in regulated sectors and investment

Reading the special legislation, contract and transitional framework together.

Mining: the contract and the 2026 law

Law No. 7/2026 of 3 June is the new Mining Law. Article 23(2)(g) includes dispute resolution mechanisms among the mining contract's elements, mentioning conciliation, mediation, expert determination and international arbitration. The provision calls for examination of the contractual clause; it does not automatically submit every sector dispute to a single arbitral forum.

Article 124 repeals Laws Nos. 20/2014 and 15/2022. Analysis of earlier relationships does not end with repeal: Articles 122 and 123 address acquired rights and existing contracts, including the legislation applicable on extension and new contracts after earlier ones expire. The title's date and status are essential.

Sources: Law No. 7/2026 of 3 June — Mining Law · arts. 23 and 122–126

Petroleum: agreement, clause and forum

Law No. 8/2026 of 3 June replaced the framework of Laws Nos. 21/2014 and 16/2022. Article 92 prioritises agreement; failing agreement, it provides for arbitration or courts under the concession contract. In the absence of an arbitration clause, it refers disputes to the courts. It also identifies national and international possibilities, subject to their requirements and the contractual choice.

Article 91 preserves rights under earlier contracts but contains qualifications concerning matters including sovereignty, security, regulation, the environment, human rights and the public interest. Amendments, extensions and addenda require attention to the new law. Merely replacing the old statute's citation is insufficient when interpreting an existing contract.

Hypothetical example

A concession predating 2026 contains an arbitration clause. Before commencing proceedings, the clause, the new law's temporal effects and the chosen forum's jurisdictional requirements must be checked.

Sources: Law No. 8/2026 of 3 June — Petroleum Law · arts. 91–95

Electricity: regulation, concessions and evidence

The framework is Law No. 12/2022 of 11 July as amended by Law No. 16/2024 of 3 September. Article 51 distinguishes regulatory disputes from disputes between the State and a concession holder involving foreign direct investment. The former involve ARENE on the statutory terms; the latter follow the arbitration framework in the law and concession title. The same formula should not be applied to every sector dispute.

As amended in 2024, Article 51(4) permits agreement on the arbitral forum and language or languages, with simultaneous interpretation into Portuguese as required by law. Its former wording concerning Maputo and Portuguese should not be presented as the current rule. Paragraph 5 specifically refers to the IBA Rules on Evidence in the version in force when arbitration begins. Here, the IBA reference has a specific statutory basis.

Decree No. 31/2026 of 7 July approved new Electricity Concessions Regulations and repealed Decrees Nos. 8/2000 and 42/2005. Article 31(1)(y) of the regulations includes dispute resolution mechanisms in the contract. Article 108 distinguishes ARENE's regulatory role, challenges to its decisions and disputes between the concession holder and the competent authority, which are referred to the contractual clause and legislation.

Sources: Law No. 12/2022 of 11 July — Electricity Law · arts. 13 and 51

Law No. 16/2024 of 3 September — amendment to the Electricity Law · art. 51, para. 4

Decree No. 31/2026 of 7 July — Electricity Concessions Regulations · Decree arts. 1-4; Regulations arts. 31, 107-108

Private investment and consent to arbitration

Law No. 8/2023 of 9 June and Decree No. 8/2024 of 7 March form part of the private investment framework. Article 26 guarantees access to courts, requires written notification of certain disputes and favours amicable or negotiated resolution. Paragraph 4 permits national or international extrajudicial mechanisms, including arbitration, subject to its qualifications for special laws and agreements.

This openness should not be described as universal and unconditional State consent to ICSID arbitration. For a specific claim, the instrument invoked, eligible claimants, covered disputes and preconditions must be identified. Treaty protection may require qualifying nationality and investment and impose requirements different from those of a contractual clause.

Sources: Law No. 8/2023 of 9 June — Private Investment · art. 26

Decree No. 8/2024 of 7 March — Private Investment Regulations · regulations

Washington Convention — text, ICSID · art. 25

Administrative and labour arbitration

Administrative arbitration must be read under Chapter X of Law No. 7/2014 of 28 February and the special legislation governing the relationship. Choosing arbitration neither removes arbitrability limits nor makes every exercise of administrative power a matter the parties may freely dispose of.

In labour matters, the starting point is Law No. 13/2023 of 25 August, its conciliation, mediation and arbitration provisions and the relevant regulations. A constitutional ruling concerning earlier legislation or mandatory mediation should not automatically be transferred to the new law or to arbitration. The provision, procedure and scope of the ruling must be checked.

Sources: Law No. 7/2014 of 28 February — Administrative Judicial Proceedings · arts. 202–226
Law No. 13/2023 of 25 August — Labour Law · arts. 189–198
Decree No. 30/2016 of 27 July — COMAL · institutional framework

Arbitration practice and developments in Mozambique

Published decisions, the limits of available data and issues to monitor.

What selected published decisions show

In Case No. 32/2018, on 26 September 2019 the Supreme Court confirmed an International Cotton Association award dated 14 July 2017 in recognition proceedings between Branson Commodities and Mocotex. The award had been made between Branson Marketing and Mocotex; the judgment describes an assignment of rights to the recognition applicant. This distinction avoids confusing the parties at the two stages.

In Case No. 08/2018, on 31 October 2019 the Supreme Court confirmed an award by the same institution dated 1 December 2017 between RCMA Asia and Mocotex. Both cases concern commercial cotton supply relationships. They illustrate the recognition route rather than demonstrating that every commercial dispute will have the same outcome.

Case No. 66/23-R, decided by the Maputo Higher Court of Appeal on 15 April 2024, concerns objections to enforcement of an ad hoc award. This differs from confirmation of a foreign award. The date used here follows the signed judgment, rather than the 2014 date shown in the electronic catalogue.

Sources: Supreme Court, Case No. 32/2018, judgment of 26 September 2019 · full judgment
Supreme Court, Case No. 08/2018, judgment of 31 October 2019 · full judgment
Maputo Higher Court of Appeal, Case No. 66/23-R, judgment of 15 April 2024 · p. 5

How long does recognition take?

The two 2019 judgments identify the dates of the awards and confirmation decisions but not the exact filing dates of the recognition applications. The year in a case number cannot establish the day and month. It would therefore be inaccurate to treat the award-to-judgment interval as the duration of recognition proceedings.

A useful assessment would separately record filing, service, procedural incidents, judgment, finality, execution and payment. The documents consulted do not support a representative average or establish receipt of the sums awarded. Recognition, execution and satisfaction of the debt are distinct stages.

Sources: Supreme Court, Case No. 32/2018, judgment of 26 September 2019 · available chronology
Supreme Court, Case No. 08/2018, judgment of 31 October 2019 · available chronology

Funding, technology and emerging matters

Third-party funding requires attention to the funding agreement, arbitrator independence, professional duties, confidentiality and risk allocation. The author's study on the portal develops the topic in Mozambique's context. Engaging a funder should not be confused with a decision on the merits or automatic transfer of party status.

Technology, diversity in appointments and procedures proportionate to the dispute are matters of organisation and practice quality. Assessment should rely on documented rules and initiatives rather than unsupported claims about nationwide progress or its absence.

Insolvency, corruption allegations, climate, human rights and carbon projects may raise distinct questions of jurisdiction, evidence, public policy and applicable law. A potential dispute does not establish that an arbitration exists. Registration of proceedings, allegations and final decisions should be distinguished when reporting a case.

Sources: Dimétrio Manjate — Third-party Funding in Arbitration in Mozambique · author's study
Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 2, 20–22, 27 and 44

Before contracting and before commencing proceedings

When contracting, check arbitrability, signatory authority, clause scope, seat, institution or ad hoc organisation, number of arbitrators, language, applicable law and costs. In projects involving multiple contracts, consider whether clauses are compatible and how related proceedings will be handled.

When a dispute arises, review the consent instrument, substantive time limits, notices, mandatory negotiation steps, evidence and need for interim relief. Strategy should consider early where assets are located and the potential recognition and enforcement route. Success on the merits does not remove the need to prepare for subsequent stages.

Sources: Law No. 11/99 of 8 July — Arbitration, Conciliation and Mediation · arts. 4–12, 24–33 and 44–58
New York Convention — text and status, UNCITRAL · arts. III–V

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CACM — legislation, statutes and rules

https://www.cacm.org.mz/?page_id=55

New York Convention — text and status, UNCITRAL

https://uncitral.un.org/en/texts/arbitration/conventions/foreign_arbitral_awards

United Nations depositary — Mozambique's accession

https://treaties-prod.un.org/Pages/showActionDetails.aspx?clang=_en&objid=080000028002a4d9

Washington Convention — text, ICSID

<https://icsid.worldbank.org/resources/rules-and-regulations/convention/overview>

ICSID — 2015 institutional report, membership table, p. 12

https://icsid.worldbank.org/sites/default/files/publications/annual-report/en/ICSID_AR15_ENG_CRA_DD.pdf

UNCITRAL Model Law on International Commercial Arbitration

https://uncitral.un.org/en/texts/arbitration/modellaw/commercial_arbitration

IBA — arbitration instruments and published versions

<https://www.ibanet.org/resources>

Law No. 7/2014 of 28 February — Administrative Judicial Proceedings

<https://dimetriomanjate-arbitration.com/documentos/contencioso-administrativo.pdf>

Law No. 13/2023 of 25 August — Labour Law

<https://dimetriomanjate-arbitration.com/documentos/trabalho.pdf>

Decree No. 30/2016 of 27 July — COMAL

<https://dimetriomanjate-arbitration.com/documentos/comal.pdf>

Law No. 7/2026 of 3 June — Mining Law

https://mireme.gov.mz/wp-content/uploads/2026/07/BR_104_I_SERIE_SUPLEMENTO_2026.pdf

Law No. 8/2026 of 3 June — Petroleum Law

https://www.inp.gov.mz/wp-content/uploads/2026/06/BR_104_I_SERIE_2.o_SUPLEMENTO_2026.pdf

Law No. 12/2022 of 11 July — Electricity Law

<https://arene.org.mz/wp-content/uploads/2022/08/Lei-de-Electricidade-2022.pdf>

Law No. 16/2024 of 3 September — amendment to the Electricity Law

<https://dimetriomanjate-arbitration.com/documentos/alteracao-electricidade.pdf>

Decree No. 31/2026 of 7 July — Electricity Concessions Regulations

<https://arene.org.mz/wp-content/uploads/2026/08/Decreto-31-2026-Regulamento-da-Lei-da-Electricidade.pdf>

Law No. 8/2023 of 9 June — Private Investment

<https://dimetriomanjate-arbitration.com/documentos/investimento.pdf>

Decree No. 8/2024 of 7 March — Private Investment Regulations

<https://dimetriomanjate-arbitration.com/documentos/reg-investimento.pdf>

Supreme Court, Case No. 32/2018, judgment of 26 September 2019

https://www.newyorkconvention.org/media/uploads/pdf/7/7/779_mozambique-2021-a.pdf

Supreme Court, Case No. 08/2018, judgment of 31 October 2019

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