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What Statute of Limitations Applies to Enforcement of ICSID Awards in the US? Unpacking the DC District Court's Decisions in Titan and Webuild

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May 27, 2025 – One of the defining features of arbitration conducted under the auspices of the International Center for Settlement of Investment Disputes (ICSID) is the binding and final nature of the arbitration awards rendered under the ICSID Convention. This principle is embodied in Article 54(1) of the ICSID Convention, which provides that “Contracting States” must recognize ICSID awards “as binding and enforce the pecuniary obligations imposed by that award within its territories as if it were a final judgment of a court in that State.” Like all arbitration awards, however, ICSID awards must be confirmed and recognized by the courts in the jurisdiction where enforcement is sought. As a result, domestic courts adjudicating ICSID enforcement actions must apply whatever statute of limitations or repose is prescribed by that jurisdiction.

In the U.S., the law implementing the ICSID Convention is silent on the limitations period for bringing actions to enforce ICSID arbitral awards. See 22 U.S.C. § 1650a. In contrast, the Federal Arbitration Act (FAA), which implements the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, provides for a three-year statute of limitations for bringing actions to enforce arbitral awards. See 9 U.S.C. § 207.

So, what statute of limitations applies in ICSID enforcement actions in the U.S.? That is the question the U.S. District Court in the District of Columbia faced in two recent actions seeking enforcement of ICSID awards against the Argentine Republic: *Titan Consortium 1, LLC v. Argentine Republic*, No. 21-cv-2250 (JMC), 2024 WL 3858821 (D.D.C. Aug. 19, 2024); and *Webuild S.p.A. v. Argentine Republic*, 757 F. Supp. 3d 65 (D.D.C. Nov. 19, 2024).

I. What statute of limitations applies to the enforcement of ICSID awards in Washington?

Ordinarily, when applicable federal law lacks a statute of limitations, the U.S. Supreme Court instructs federal courts to “borrow” the most suitable statute or other rule of timeliness from some other source.” *DelCostello v. Int’l Brotherhood of Teamsters*, 462 U.S. 151, 158 (1983). In typical cases, this “most suitable statute” will be “the most closely analogous statute of limitations under state law.” *Id.* If, however, there is a “closer analogy” in federal law that provides “a

significantly more appropriate vehicle for interstitial lawmaking” given the circumstances of the case, then the court borrows the statute of limitations from that federal law. *Id.* at 172.

This choice-of-law question took center stage in the two actions seeking to enforce ICSID awards rendered against Argentina. Those actions were brought approximately four years (*Titan*) and 10 years (*Webuild*) after the ICSID tribunals had issued their final awards. The petitioners in both cases argued that the 12-year limitations period for enforcing final judgments in the DC Uniform Enforcement of Foreign Judgments Act, D.C. Code § 15-101(a), should apply. Argentina argued that the court should borrow the three-year statute of limitations from the FAA (see 9 U.S.C. § 207) or, in the alternative, the DC Arbitration Act, which itself does not contain a statute of limitations and therefore draws from Washington’s catch-all limitations period of three years. See D.C. Code § 16-4425; D.C. Code § 12-301(a)(8).

In both cases, the District Court found that the 12-year limitations period from the DC Uniform Enforcement of Foreign Judgments Act should apply.

II. Why did the DC District Court find that a 12-year limitations period should apply to ICSID award enforcement actions?

The District Court gave several reasons for applying the 12-year statute of limitations.

First, the court in the *Titan* case noted that the U.S. statute implementing the ICSID Convention explicitly states that the FAA “shall not apply to enforcement of [ICSID] awards.” 22 U.S.C. § 1650a(a). This statutory command, which the court characterized as an “unequivocal mandate,” counsels against applying the FAA’s three-year statute of limitations. *Titan*, 2024 WL 3858821, at *3. Together with the strong presumption in favor of borrowing from state law instead of a federal law, the court found that this statutory command precluded the application of the FAA’s three-year limitations period in ICSID confirmation cases. *Id.*

Second, the court in both cases looked to Article 54(1) of the ICSID Convention, which declares that signatory states “shall” recognize an ICSID award “as if it were a final judgment of the courts of a constituent state.” The court concluded that a natural reading of this obligation required a federal court to look to state law for determining what limitations period should apply. As a result, for an enforcement action brought in federal court in Washington the 12-year limitations period under D.C. Code § 15-101(a) applied. *Titan*, 2024 WL 3858821, at *2; *Webuild*, 757 F. Supp. 3d, at 74-75.

Third, the court in both cases rejected Argentina’s argument relying on the FAA and the DC Arbitration Act as “closely analogous” statutes from which the court should borrow the limitations period. The court observed that, while the court’s role in recognizing ICSID awards is largely “perfunctory,” the FAA and the DC Arbitration Act provide for far greater court involvement in reviewing the underlying merits of the award. *Webuild*, 757 F. Supp. 3d, at 76 (quoting *Tidewater Inv. SRL v. Bolivarian Republic of Venezuela*, No. 17-cv-1457, 2018 WL 6605633, at *6 (D.D.C. Dec. 17, 2018)). The fact that courts take these starkly different roles in the confirmation proceedings weighed against “borrowing” from the three-year limitations period applicable to other arbitration awards and applying it to ICSID award enforcement actions. *Titan*, 2024 WL 3858821, at *4; *Webuild*, 757 F. Supp. 3d, at 76-77.

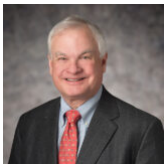
Finally, the court in *Webuild* noted that a longer limitations period better serves the practicalities of ICSID litigation. The court observed that annulment proceedings are commonly brought by the party against whom an ICSID award is issued, which in some cases can take up to six years. The court reasoned that the longer statute of limitations period allowed for the annulment process to conclude prior to enforcement of any ICSID award. *Webuild*, 757 F. Supp. 3d, at 79-81.

III. What do the decisions in *Titan* and *Webuild* mean for enforcement actions in other US states?

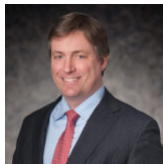
If other U.S. federal courts follow these decisions, the result will be that there is no single nationwide statute of limitations for ICSID enforcement actions. Rather, the applicable statute of limitations will vary from state to state. So, while the DC federal court found that the 12-year statute of limitations period from Washington law controls, that only applies if recognition is sought in Washington. The only other jurisdiction that has addressed this question is the U.S. District Court for the Southern District of New York (coincidentally, also in a case against Argentina), which also found that it should borrow the limitations period for enforcement of money judgments under state law, which in New York is a 20-year limitations period. *Blue Ridge Invs., LLC v. Republic of Argentina*, 902 F. Supp. 2d 367, 388 (S.D.N.Y. 2012) (citing N.Y. C.P.L.R. § 211(b)).

The Republic of Argentina has appealed the decision in *Titan* to the U.S. Court of Appeals for the DC Circuit. The DC Circuit's decision on that appeal could influence how federal courts in other states address the question of what limitations period to apply in ICSID award enforcement actions.

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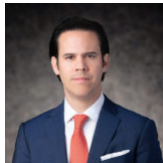
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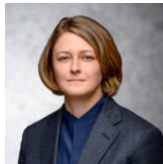
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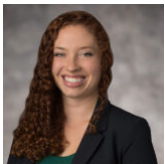
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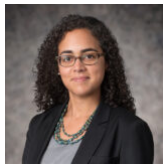
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