

Romania

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TYPES OF DISPUTE RESOLUTION

1. Please give a brief overview of the main dispute resolution methods used in your jurisdiction to settle large commercial disputes, identifying any recent trends.

Large commercial disputes in Romania are settled through either litigation before the competent courts of law or arbitration. Mediation as an alternative means of resolving commercial disputes has only recently been regulated in Romania by Law no. 192/2006 regarding mediation and the organisation of the mediator profession, and there are still not many cases where parties have used it.

Litigation

Commercial disputes in Romania are generally settled by the courts of law based on the provisions of the Civil Procedure Code.

The court proceedings are characterised, among others, by the active role of the judge, shown by a judge's powers to raise any issues related to the violation of public policy, to qualify the legal nature of a claim/request and to order, in certain conditions, the production of evidence necessary to settle the case. However, the civil justice system in Romania remains adversarial, with judges being obliged to give the floor to the parties on all issues arising from the procedure or raised by the judge.

Arbitration

Arbitration is another method of settling complex commercial disputes, the parties having a choice between institutional arbitration and ad hoc arbitration. The main Romanian enactment governing arbitration is the Civil Procedure Code which regulates arbitration as a means of ADR in Title IV. The provisions of the Civil Procedure Code, save for those relating to appointment bodies, are broadly based on the UNCITRAL Model Law on International Commercial Arbitration 1985. The parties are increasingly referring their disputes to arbitration and almost all commercial contracts of high value contain arbitration clauses.

COURT LITIGATION - GENERAL

2. What limitation periods apply to bringing a claim and what triggers a limitation period? Please briefly set out any different rules for particular areas of law relevant to large commercial disputes, for example contract, tort and land disputes.

The customary limitation period for an action deriving from a breach of a contract or tort is three years from the date when the

cause of action arose. In contract, the limitation period starts running as of the date of the breach. In tort, time normally runs from the date when the party knew or should have known that damage occurred and the person who caused it.

General claims on property (restitution claims) concerning land are as a matter of principle not subject to any statute of limitations, the rightful owner being entitled to claim such property back at any time.

In cases of fraud or error on the conclusion of a deed, the limitation period for the right to request cancellation of the deed does not start running until the claimant or its representative has discovered such grounds for cancellation, but no later than 18 months of signing the challenged deed.

Romanian law provides for several cases where the limitation period is suspended or interrupted. Suspension means that the limitation period ceases to elapse on the occurrence of the suspension cause and is resumed when such cause ends, while in case of interruption a new limitation period starts running when the interruption cause occurred.

3. Please give a brief overview of the structure of the court where large commercial disputes are usually brought. Are certain types of dispute allocated to particular divisions of this court (for example, IP, competition or maritime disputes)?

Large commercial disputes are brought in tribunals (county courts), as first instance courts. The tribunals are organised at the level of each county and of the Bucharest municipality and, as a rule, their headquarters are located in the county capital.

The tribunals are competent to settle claims above RON100,000 (about US\$40,000) as well as non-pecuniary commercial matters.

The tribunals are organised in specialised sections, each dealing with civil, commercial, criminal, administrative and labour and social security matters. There can also be specialised sections for IP related disputes, bankruptcy cases as well as for maritime disputes, depending on the actual number of cases.

The law regulating the court system in Romania stipulates the gradual establishment within the next years of specialised tribunals for commercial disputes, IP matters, or maritime disputes. These specialised tribunals will replace the current specialised sections.

The decisions rendered by the tribunals can be challenged before the competent court of appeal (first appeal) and then before the High Court of Cassation and Justice (final appeal).

The answers to the following questions relate to procedures that apply in tribunals.

4. Which types of lawyers have rights of audience to conduct cases in courts where large commercial disputes are usually brought and what requirements must they meet? Can foreign lawyers conduct cases in these courts?

All lawyers who are members of the Bar Association and have passed the qualification exam held after a minimum two-year period spent as trainees can assist or represent a party before tribunals and courts of appeal. Such lawyers can gain full rights of audience before the High Court of Cassation and Justice only if they continuously exercise legal activities for at least five years after the qualification exam is passed.

Foreign lawyers cannot conduct cases before courts of law but only before arbitral tribunals.

FEES AND FUNDING

5. What legal fee structures can be used? For example, hourly rates, task-based billing, and conditional or contingency fees? Are fees fixed by law?

Under Romanian law lawyers are entitled to bill based on hourly rates or as task-based fees. Contingency fees agreements are also allowed, provided that such fee is set in addition to a retainer fee. Romanian law forbids fee structures exclusively based on contingency.

Romanian lawyers generally bill based on task-based fees in commercial litigation to which a success fee could be added, depending on the favourable settlement of the dispute.

There is no scale fee fixed by law for commercial litigation.

6. How is litigation usually funded? Can third parties fund it? Is insurance available for litigation costs?

Funding

Commercial litigation is generally funded from a party's own resources. Court expenses, including stamp duty and attorney's fees can be recovered by a party, entirely or partially from the opponent, provided that the party is successful in the litigation.

Third-party funding agreements are allowed provided that the party in the litigation expressly agrees. However, only court expenses incurred directly by the party in the litigation can be recovered from the opponent.

Insurance

Insurance is available for litigation costs, although it is rarely used in Romania. As a matter of principle, such insurance policies only cover the costs incurred by the counterparty, if the insured person loses the case.

COURT PROCEEDINGS

7. Are court proceedings confidential or public? If public, are the proceedings or any information kept confidential in certain circumstances?

Romanian law provides as a general rule that court proceedings are held in public. The court can however decide to hold the hearings in private where it deems this to be in the best interest of the parties, or in order to protect public order or morality. Although not frequently applied in practice, the law provides that the judgment is to be made in a public hearing.

Confidentiality of the trial documents towards third parties is ensured, in that non-parties do not have access to them without a power of attorney issued by one of the parties.

In addition, the court can order for certain documents to be kept confidential by putting such documents in the custody of the court clerk.

8. Does the court impose any rules on the parties in relation to pre-action conduct? If yes, are there penalties for failing to comply?

Romanian law provides for a compulsory conciliation procedure to be completed before commencing a commercial action. This applies to pecuniary commercial disputes.

If a party fails to undertake the conciliation procedure, on the other party's request the court will dismiss the action as inadmissible. Further, in certain circumstances the party can be compelled to pay damages to the other party on grounds of having exercised the procedural rights in bad faith.

9. Please briefly set out the main stages of typical court proceedings, including the time limits (if any) for each stage, any penalties for non-compliance and the role of the courts in progressing the case. In particular:

- **How a claim is started.**
 - **How the defendant is given notice of the claim and when the defence must be served.**
 - **Subsequent stages.**
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Starting proceedings

A claim starts by filing a motion with the relevant court of law and paying the required stamp fee, which in pecuniary disputes is based on the value of the amount in dispute.

The claim must contain the name of the parties and their addresses and brief details of the object of the case. Reasons for the claim, setting out the alleged facts on which the claim is based or the evidence to be brought can be also stated to the court during the first hearing when the summoning procedure is completed.

Notice to the defendant and defence

The claim is served on the defendant by the court. The date set by the court for the first hearing must allow the defendant at least 15 days to prepare the defence, or at least five days in urgent cases.

Subsequent stages

The defendant must file the statement of defence at least five days before the first hearing. If at the first hearing the claimant modifies its initial claim, the defendant is entitled to submit a new statement of defence to the amended statement of claim.

The court settles the case based on the evidence brought by the parties, having the power to order the production of any evidence that is required to solve the dispute.

However, the court has a duty to encourage the parties to reach an amicable settlement of the litigation as well as to settle the case within a short period of time.

INTERIM REMEDIES

10. What actions can a party bring for a case to be dismissed before a full trial (for example, summary judgment or for a claim to be struck out)? On what grounds must such a claim be brought? Please briefly outline the procedure that applies.

To obtain the dismissal of a claim before a full trial, or to obtain strike out of the claim, the defendant can raise several defences, such as:

- Claimant's failure to pay the requisite stamp fee (*see Question 9*).
- Claimant's failure to prove that it has duly empowered the signatory of the statement of claim to start the legal action.
- Claimant's failure to comply with the time limits provided for challenging a decision.
- *Res judicata* authority of the claim (that the same claim has been already irrevocably settled by a court of law).
- Claimant's failure to comply with the statute of limitation period.

If the court accepts such a defence, it orders the claim to be annulled or dismissed before settlement on the merits.

If the claimant fails to prove payment of the stamp fee or a mandate granted in relation to the right to sue, the court can, in certain circumstances, postpone settlement of the claim for the following hearing, to allow the party to submit evidence that payment was made or the mandate was granted.

11. Can a defendant apply for an order for the claimant to provide security for its costs? If yes, on what grounds?

If certain costs or expenses are incurred by one of the parties before final settlement of the litigation, the party is entitled to request the competent court to order interim attachments (*see Question 13*).

12. In relation to interim injunctions granted before a full trial:

- Are they available and on what grounds are they granted?
- Can they be obtained without prior notice to the defendant and on the same day in urgent cases?
- Are mandatory interim injunctions to compel a party to do something available in addition to prohibitory interim injunctions to stop a party from doing something?

Under Romanian law, interim injunctions mainly take the form of provisional orders, which can compel temporary measures in urgent cases with the aim of:

- Preventing imminent damage which could not be remedied.
- Preserving a right which would be otherwise prejudiced.
- Overcoming the difficulties which might occur throughout an enforcement procedure.

Interim injunctions can be obtained without prior notice to the defendant but they are rarely granted on the same day. The order is usually issued by a court in two or three days.

Provisional orders can both compel a party to do something or prevent it from doing something, provided that they do not interfere with settlement of the case on the merits and the measure sought by the claimant does not have a permanent nature.

13. In relation to interim attachment orders to preserve assets pending judgment or a final order (or equivalent):

- Are they available and on what grounds must they be brought?
- Can they be obtained without prior notice to the defendant and on the same day in urgent cases?
- Do the main proceedings have to be in the same jurisdiction?
- Does attachment create any preferential right or lien in favour of the claimant over the seized assets?
- Is the claimant liable for damages suffered as a result of the attachment?
- Does the claimant have to provide security?

Interim attachments are available in Romania and are called conservatory seizures, which are aimed at preserving the funds and assets of the debtor until the settlement of the case on the merits.

Interim attachments are ordered if the creditor requesting them holds a receivable which is:

- Outstanding or, if not outstanding, the debtor has diminished the securities offered to the creditor or has not provided the agreed securities or if the debtor attempts to elude enforcement or hide/squander his assets; and

- Evidenced by a written deed or, if no such writ is available, if the creditor proves that it has filed a claim with the court and pays security of half of the amount of the claim.

Interim attachments are also ordered in case of a pending trial concerning a right held with respect to a movable or immovable asset, if they are necessary to preserve the right in question.

Interim attachments can be obtained without prior notice to the defendant but they are rarely granted on the same day. The order is usually issued by the court in two or three days.

Interim attachments can be obtained even in case of trials pending in foreign jurisdictions.

Under Romanian law, interim attachments by themselves create no preferential rights or liens over the seized assets in favour of the creditor.

The claimant can be liable for damage proven to be incurred by the opponent as a result of an attachment, in which case the value of the damage is offset against the security provided on creation of the attachment.

The creditor requesting the interim attachment can be compelled to provide security as set out by law in specific cases or as established by the court.

14. Are any other interim remedies commonly available and obtained? If yes, please give brief details.

The injunctions and attachments referred to in *Questions 12* and *13* are the only interim remedies set out by the civil procedure regulations.

FINAL REMEDIES

15. What remedies are available at the full trial stage (for example, damages and injunctions)? Are damages just compensatory or can they also be punitive?

The court can issue an injunction or grant damages to the successful party. Damages can be compensatory (aiming to cover the loss suffered due to the other party's failure to perform its obligations) or moratory (covering the loss incurred due to the defendant's delay in performing its obligations).

Under Romanian law, punitive damages can be awarded in the form of comminatory damages (due to the claimant for each day of delay until fulfilment of the court's order) or by applying a civil fine (to be paid to the state budget for each day of delay until the obligation provided by the writ of execution is fulfilled).

EVIDENCE

16. What documents must the parties disclose to the other parties and/or the court? Are there any detailed rules governing this procedure?

A party must generally disclose to its opponent and to the court the documents on which it relies for settlement of the litigation. The court can order each of the parties to disclose certain documents required for settling the dispute.

A party can request the court to order its opponent to disclose a certain document. Such a request cannot be denied in any of the following cases:

- The required document emanates from both parties.
- The opponent itself referred to the document during the proceedings.
- A legal provision provides for the opponent's obligation to disclose the document, based on a legal provision.

17. Are any documents privileged (that is, they do not need to be shown to the other party)? In particular:

- Would documents written by an in-house lawyer (local or foreign) be privileged in any circumstances?
 - If privilege is not recognised, are there any other rules allowing a party not to disclose a document (for example, confidentiality)?
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Privileged documents

Under Romanian law the court dismisses a request seeking disclosure of a document in the following cases:

- The content of the document concerns strictly personal matters.
- Disclosure of the document would infringe a confidentiality obligation.
- Disclosure of the document would trigger the criminal prosecution of the party or another person or could expose it to public contempt.

Since in-house lawyers qualified as such under Romanian jurisdiction are bound to preserve the secrecy and confidentiality of their activity, documents written by in-house lawyers throughout the exercise of their functions cannot be disclosed to the other party. The same applies to documents written by in-house lawyers who are bound by confidentiality obligations by law or agreements concluded with their respective employers.

The "privileged" character of a document under Romanian law mainly concerns non-disclosure of it to the other party, while the court itself can request to see the document to ascertain whether it fulfils the requisite conditions for non-disclosure.

Other non-disclosure situations

There are no other situations allowing for non-disclosure of documents under Romanian procedural rules.

18. Do witnesses of fact give oral evidence or do they just submit written evidence? Is there a right to cross-examine witnesses of fact?

Under Romanian procedural rules, witnesses testify orally before the court. Their deposition is recorded in writing and signed by the witness. Written depositions submitted to the court instead of oral testimony do not have the value of a witness statement but that of written evidence.

The general rule under Romanian law is that witnesses are cross-examined. The parties do not question the witnesses directly, but refer their queries to the judge who further questions the witness.

19. In relation to third party experts:

- How are they appointed (for example, are they appointed by the court or by the parties)?
 - Do they represent the interests of one party or provide independent advice to the court?
 - Is there a right to cross-examine (or reply to) expert evidence?
 - Who pays the experts' fees?
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Appointment procedure

As a matter of principle, the court appoints the experts whose identity has been agreed on by all parties to the litigation. If the parties do not agree on the identity of the expert, the court will appoint out of a list of authorised court experts.

In addition, each party has the right to appoint its own counsel expert.

Role of experts

A court-appointed expert provides independent advice to the court concerning various issues on which the court seeks specialised opinions.

Counsel experts appointed by the parties are entitled to review the report made by the court appointed expert and advise the party on the report.

Right of reply

Each party is entitled to submit objections to the report prepared by the court-appointed expert, at the hearing following submission of the report. The court has the objections discussed by the parties. If it decides to uphold the objections, the court requests its appointed expert to address them.

Fees

The fees of the court-appointed expert are advanced by the party requesting the report. If the report is requested by the court at its own initiative or jointly by the parties, each of the parties advance half of the expert's fees.

The fees of a counsel expert are advanced by the party who benefits from the advice of the counsel expert.

However, all such fees are part of the litigation costs which can be subject to recovery from the other party.

APPEALS

20. In relation to appeals of first instance judgments in large commercial disputes:

- To which courts can appeals be made?
 - What are the grounds for appeal?
 - Please briefly outline the typical procedure and timetable.
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First instance judgments made in disputes exceeding RON100,000 (about US\$40,000) or which are of a non-pecuniary nature can be subject to first appeal and further to final appeal. The competent court to settle the first appeal is the court of appeal, whose judgment can be further challenged before the High Court of Cassation and Justice by final appeal.

First instance judgments ruled in disputes below RON100,000 can be subject only to final appeal, which is settled by the tribunal.

A first appeal concerns unlawfulness of the first instance judgment and seeks re-examination of the case on the merits. The procedural rules do not provide a list of grounds for the first appeal, as is the case with final appeal. Therefore, it is possible to file a first appeal in relation to both findings of law and fact.

A final appeal can only be filed on the following grounds:

- The composition of the court was not as provided for by law.
- The judgment has been made by judges other than those who have participated in the debates of the case on the merits.
- The court was not competent to settle the case.
- The court has exceeded judicial powers.
- The court has not complied with the procedural rules stipulated under the sanction of nullity.
- The court has ruled on more than was requested or on what has not been requested.
- The judgment does not give reasons or the reasoning is contradictory or has no connection with the nature of the case.

- The judgment has wrongfully construed the legal case brought before the court, or has changed the nature of it or the clear and obvious meaning of the legal relation which is the object of the trial.
- The judgment lacks legal grounds or has been made by wrongfully enforcing or construing the law.

The first appeal and final appeal statements can be filed before the court making the challenged judgment, within 15 days of the date when the judgment (including reasoning) has been communicated. The notice of grounds for a first appeal can be filed until and including the first hearing when the parties have been duly summoned, while in a final appeal the notice of grounds must be filed within the above 15-day term. The statement of defence in both first appeals and last appeals follows the customary rules of first instance trials (see *Question 9*).

COSTS

21. Does the unsuccessful party have to pay the successful party's costs and how does the court usually calculate any costs award? What factors do the court consider when awarding costs (for example, any pre-trial offers to settle)?

As a matter of principle the unsuccessful party has to pay the successful party's costs, on the successful party's request. However, if the defendant accepts the claim during the first hearing when parties are duly summoned, he cannot be compelled to pay the claimant's court expenses, unless the claimant has previously asked the defendant to fulfil his obligation that is subject to the claim.

If the claim only partly succeeds, the costs of the parties are subject to set off as indicated by the court.

The court calculates costs based on evidence of due payment submitted by the party. As a matter of principle, the court cannot interfere with the amounts evidenced for stamp fees and other procedural taxes, experts' fees, witness disbursements and other costs the successful party proves to have incurred. The court can however decide to decrease counsels' fees if it deems them unreasonable as to the value of the case and services rendered.

22. Is interest awarded on costs? If yes, how is it calculated?

As a matter of principle, interest is awarded only on the amount claimed and not on costs.

ENFORCEMENT

23. What are the procedures to enforce a local judgment in the local courts?

Local judgments are enforced through qualified enforcement officers through the following procedures:

- Seizure of the debtor's movable and immovable assets, followed by sale of them at public auction or other means mutually agreed by the creditor and the debtor.
- Third-party debt orders which redirect to the creditor funds owed to the debtor by a third party (for example, attachment of bank accounts).
- Insolvency proceedings.

CROSS-BORDER LITIGATION

24. Do local courts respect the choice of law in a contract (that is, if the parties agree that the law of a foreign jurisdiction will govern the contract)? If yes, are there any areas of law in your jurisdiction that apply to the contract despite the choice of law?

As a matter of principle, courts comply with the governing law of a contract chosen by the parties.

The court can disregard the choice of the parties if it was made to elude mandatory provisions of law which would have otherwise governed the contract.

There are also certain fields which can trigger the exclusive application of Romanian law, such as:

- Insolvency of Romanian companies.
- Anti-competitive practices affecting a relevant market on Romanian territory.
- Romanian registered patents.
- Certain corporate matters relating to Romanian companies.

25. Do local courts respect the choice of jurisdiction in a contract (that is, if the parties agree that claims will be brought in the courts of a foreign jurisdiction)? Do local courts claim jurisdiction over a dispute in some circumstances, despite the choice of jurisdiction?

As a matter of principle, Romanian courts can only settle litigation relating to a contract with a foreign jurisdiction clause if both the following conditions are met:

- Under Romanian procedural rules, the court would have been deemed competent to settle the dispute in lieu of the parties' choice of jurisdiction.
- The defendant does not oppose the Romanian court settling the dispute.

If either of the above conditions are not fulfilled the Romanian court should dismiss the claim for lack of competence.

However, in commercial disputes, Romanian courts have exclusive competence in several matters, such as contractual claims relating to rights over immovable assets located in Romania.

26. If a foreign party obtains permission from its local courts to serve proceedings on a party in your jurisdiction, please briefly outline the procedure to effect service in your jurisdiction. Is your jurisdiction party to any international agreements affecting this process?

In Romania, proceedings are served by specialised services responsible to the Ministry of Justice, either by:

- Regular mail.
- If the relevant court of law so decides, through an officer employed to carry out the above services.

If the proceedings to be served are from another EU member state, service can be effected under Regulation (EC) No. 1348/2000 on the service in the members states of judicial and extra-judicial documents in civil or commercial matters and, as of 13 November 2008, under EC Regulation no. 1393/2007 which will repeal this regulation.

The proceedings can be also served under the Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents in Civil or Commercial Matters 1965 (Hague Service Convention) if the state of origin is a signatory to it but not an EU member state.

The central authority (as designated under the above regulations or the Hague Service Convention, as the case may be) from the originating state refers an official request and the relevant document(s) to the Ministry of Justice, which will further refer them to the specialised service of the courts.

27. Please briefly outline the procedure to take evidence from a witness in your jurisdiction for use in proceedings in another jurisdiction. Is your jurisdiction party to an international convention on this issue?

Procedure for taking evidence from a witness in Romania, on a request originating from EU member states except Denmark, is governed by Regulation (EC) no. 1206/2001 on co-operation between the courts of the members states in the taking of evidence in civil or commercial matters, and is initiated by a request filed with the relevant Romanian court by the foreign court which settles the dispute. The Romanian court proceeds to take the evidence under Romanian procedural rules.

The foreign court can request the use of communication technology such as teleconference or videoconference when the evidence is taken. In addition, representatives of the requesting court have the right to be present in the Romanian court during the taking of evidence.

If the foreign court wishes to directly take evidence in Romania, it should file a request to the Ministry of Justice. Direct taking of evidence by the foreign court is not allowed if it requires coercive measures. The taking of evidence will not be performed if the person to be heard can claim the right to refuse to give evidence or to be prohibited from giving evidence.

Romania is a party to the Hague Convention on the Taking of Evidence Abroad in Civil and Commercial Matters 1970, which governs the procedure for taking witness statements abroad on requests originating from signatory states.

28. What are the procedures to enforce a foreign judgment in the local courts?

Foreign judgments made by courts in states which are not EU members can be enforced in Romania by a special recognition and enforcement procedure regulated by law. Throughout this procedure, the Romanian court is not allowed to re-examine the case on the merits, but can refuse the enforcement of the judgment in several cases stipulated by law, for example if the judgment is contrary to Romanian public policy.

Foreign judgments made by courts of law in the EU are enforced in Romania under EC Regulation no. 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters. The party seeking enforcement of the judgment must file an application to this end before the tribunal.

ALTERNATIVE DISPUTE RESOLUTION

29. What are the main alternative dispute resolution (ADR) methods used in your jurisdiction to settle large commercial disputes? Please briefly outline the procedures that are typically followed, and any rules that apply.

Except for the mandatory conciliation procedure provided by the law (*see Question 8*), ADR methods are rarely used in Romania for large commercial disputes. Besides this conciliation procedure, the main ADR method in Romania is mediation, which has only recently been regulated along with the mediator profession.

The first step of a mediation procedure is the conclusion between the parties and a chosen mediator of a mediation contract. The purpose of the mediation is to conclude an agreement where the parties agree on the terms and conditions of the dispute settlement. The role of the mediator is to facilitate discussions between the parties and keep the negotiations on track. The mediator is not entitled to solve the conflict by deciding the dispute, but only to advise the parties on the legality of the settlement.

30. Does ADR form part of court procedures or does it only apply if the parties agree? Can courts compel the use of ADR?

Commercial disputes involving pecuniary claims can only be brought before the court after a specific conciliation procedure expressly regulated by law has been completed.

Courts can recommend parties to resort to mediation, but they cannot otherwise compel them to use ADR. Courts can also dismiss the claim as inadmissible if it has not been preceded by the conciliation procedure.

31. Is ADR confidential?

The outcome of the mandatory conciliation procedure provided by the law (see *Question 30*) is confidential to the extent that the parties expressly agree, or if the documents concluded between them provide for confidentiality clauses relating to the subject matter of the dispute.

The mediation process and its outcome are confidential by law.

32. How is evidence given in ADR? Can documents or admissions made or produced in (or for the purposes of) the ADR later be protected from disclosure by privilege?

There are no rules expressly regulating by law the taking of evidence in mediation. Such rules are as a matter of principle agreed on by the parties or, where an agreement cannot be reached, drawn up by the mediator.

According to the law governing mediation, documents or admissions made or produced throughout the mediation process cannot be used in court unless the parties expressly agree or if legal provisions provide otherwise.

33. How are costs dealt with in ADR?

According to law, the mediation contract must stipulate in detail the rules regarding costs incurred throughout the mediation process.

34. Is ADR used more in certain industries? If yes, please give examples.

As a matter of principle, ADR is currently rarely used in Romania. Therefore, it cannot be said whether ADR is used more frequently in certain sectors.

35. Please give brief details of the main bodies that offer ADR services in your jurisdiction.

There are no significant bodies offering ADR services in Romania.

REFORM**36. Please summarise any proposals for dispute resolution reform and state whether they are likely to come into force and, if so, when.**

The main contemplated reform consists of a new civil procedure code which is currently being drafted. The project aims to improve the Romanian system of dispute resolution, having among others the following features:

- Regulating for the first time the fundamental principles of the civil trial, which are at present only set out in Romanian doctrine.
- Rearranging competence of the courts by subject matter.
- Enhanced efficiency of the service of proceedings system.
- Improving efficiency of judicial activity and reducing the duration of trials, while preserving all procedural guarantees.
- Enacting rules to prevent a party's attempts to extend the duration of the trial.
- Introducing new regulations about appeals.
- A new mechanism aimed at unifying case law.
- Providing new procedural rules for arbitration.
- Ensuring prompt and effective enforcement procedures.

The new civil procedure code is highly likely to enter into force, however the effective date is unknown.

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