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Global Legal Group



The International Comparative Legal Guide to: Litigation & Dispute Resolution 2010

A practical cross-border insight
into litigation & dispute resolution

Published by Global Legal Group, in association with
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I. LITIGATION

1 Preliminaries

1.1 What type of legal system has Belgium got? Are there any rules that govern civil procedure in Belgium?

Belgium is a civil law country. Civil procedure in Belgium is regulated by the Judicial Code, which was enacted on 10 October 1967 and has, since then, been subject to various amendments. Precedents do not, in principle, bind the courts but are used nonetheless as a source of authority.

1.2 How is the civil court system in Belgium structured? What are the various levels of appeal and are there any specialist courts?

The Belgian civil court system is composed of courts of mainly three levels. At the highest level sits the Supreme Court (*Cour de cassation / Hof van cassatie*). Below are the five Courts of Appeals (*Cour d'appel / Hof van beroep*), dealing with all civil and commercial cases, and with specialised courts (*Cour du travail/Arbeidshof*) for the labour matters. At the first level are the district courts (27 districts) composed of the Tribunal of First Instance (*tribunal de première instance / rechtbank van eerste aanleg*), Labour Court (*tribunal du travail / arbeidsrechtbank*) and Court of Commerce (*tribunal du commerce / rechtbank van koophandel*). There is also the Justice of Peace (*juge de paix / vrederechter*), dealing with small claims (i.e. for a value not exceeding EUR 1,860) and also having jurisdiction in specific matters (e.g. leases).

1.3 What are the main stages in civil proceedings in Belgium? What is their underlying timeframe?

Typical civil proceedings are commenced by a writ of summons, notified to the adverse party after the case has been registered with the court. Within a short period (weeks) follows the introductory hearing, where very simple cases or undisputed cases may be pleaded, or otherwise the dates for the exchange of the written pleadings and for the main hearing are determined. After all written pleadings have been exchanged, comes the date of the main hearing, where the case is pleaded orally. The judgment has in principle to be rendered within one month following the date of the hearing (art. 770 of the Judicial Code); this delay may however be postponed.

The underlying timeframe depends on the jurisdiction concerned, and on its location. Before the district courts, an average duration of one to two years may be anticipated, although it is not extraordinary to have longer delays for complex cases.

1.4 What is Belgium's local judiciary's approach to exclusive jurisdiction clauses?

The Belgian courts will in principle recognise an exclusive jurisdiction clause and hence decline jurisdiction to hear a claim based upon a contract containing a clause giving exclusive jurisdiction to the courts of another country. Belgian courts will do so on the basis of the rules of EC Regulation 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, on the basis of a specific applicable bilateral treaty or on the basis of art. 7 of the Belgian International Private Law Code, subject to some exceptions in particular circumstances.

1.5 What are the costs of civil court proceedings in Belgium? Who bears these costs?

The costs of civil court proceedings are in principal small (costs of registering of the writ of summons, and costs of the bailiff for serving the writ of summons). The main expenses relate to the fees and costs of the lawyers. In principle, any judgment will order the losing party to indemnify the other party for its costs and also order it to pay an indemnity for its lawyer's costs; such indemnity is fixed by the court in accordance with a scale provided for by Royal Decree.

1.6 Are there any particular rules about funding litigation in Belgium? Are contingency fee/conditional fee arrangements permissible? What are the rules pertaining to security for costs?

Litigation funding is not developed in Belgium. Contingent fee arrangements are prohibited by art. 446 *ter* of the Judicial Code, prohibiting any fee arrangement linked exclusively to the outcome of the case.

Security for costs can in principle be requested where the claimant is not a national of an EC country, save where prohibited by an applicable treaty (art. 851 of the Judicial Code).

2 Before Commencing Proceedings

2.1 Is there any particular formality with which you must comply before you initiate proceedings?

Before commencing proceedings, the (future) claimant should normally send a formal notice requesting the opposing party to pay or perform, and giving it a certain delay to comply. If no performance occurs, proceedings may be commenced.

2.2 What limitation periods apply to different classes of claim for the bringing of proceedings before your civil courts? How are they calculated? Are time limits treated as a substantive or procedural law issue?

The various applicable limitation periods are laid down by statute, among which is the Civil Code. According to art. 2262 *bis* of the Civil Code, the limitation period for contract and tort claims is in principle ten years. For tort claims, the period is five years as from the day following the day on which the victim gained knowledge of its damage and of the identity of the person who is liable, but it must not exceed twenty years from the date the event that provoked the damage took place. Limitation periods are not mandatory provisions and hence parties may provide for shorter limitation periods in their contracts.

3 Commencing Proceedings

3.1 How are civil proceedings commenced (issued and served) in Belgium? What various means of service are there? What is the deemed date of service? How is service effected outside Belgium? Is there a preferred method of service of foreign proceedings in Belgium?

Civil proceedings are normally commenced by a writ of summons (*citation / dagvaarding*), which, at the intervention of a bailiff (*huissier de justice / rechtdeurwaarder*), is served to the defendant, after the bailiff had the case registered with the court and fixed at an introductory hearing. Other means for commencing civil proceedings include the *requête / verzoekschrift*, which is notified by the court without the intervention of the bailiff but is only available for certain cases, and the voluntary intervention of both parties before the court (*comparution volontaire / vrijwillige verschijning*). The date of service is the date on which the bailiff notifies the writ of summons to the defendant, at his (actual or elected) domicile or residence, or any other location where he is found.

If the defendant has no actual or elected domicile or residence in Belgium, service is normally effected by sending the writ to the domicile of the defendant abroad, in addition to any other means of service as provided by any applicable international treaty, or, if the defendant has a domicile or residence in a country of the EU, by Regulation 1348/2000.

3.2 Are any pre-action interim remedies available in Belgium? How do you apply for them? What are the main criteria for obtaining these?

Pre-action interim remedies can be requested from the President of the Tribunal of First Instance or from the President of the Court of Commerce, in the framework of a summary proceeding ("*action en référé*" / "*kortgeding*"). They have broad jurisdiction to grant interim measures, provided there is urgency and there is a need for

the measure so as to avoid imminent and unjustified damage. They will not render a decision on the merits of the case. In the case of absolute urgency, such measures may be requested in an *ex parte* proceeding, without the defendant being notified.

Once the court is seized with actual proceedings, interim measures may also be requested from the court itself (art. 19, al. 2 of the Judicial Code). The court may take measures linked to the proper gathering of evidence, such as the designation of an expert, or order that a witness be heard or a document be produced. The court is also empowered to take interim measures to protect the interest of the parties during the course of the proceedings, such as ordering one party to pay a certain amount to the other, to protect interest that may be jeopardised by the length of the proceedings.

3.3 What are the main elements of the claimant's pleadings?

The initial writ of summons must contain the following:

- name and address of the parties;
- claim for relief with the supporting facts;
- indication of the court having jurisdiction to hear the case; and
- indication of the date, place and time of the introductory hearing.

The writ of summons may in principle only contain multiple claims if there is a *nexus* among those claims.

3.4 Can the pleadings be amended? If so, are there any restrictions?

The initial writ of summons will be followed by more elaborate written pleadings which must, in principle, indicate the legal arguments on which the arguments they develop are based (art. 744 of the Judicial Code).

In his written pleadings, the plaintiff may extend or otherwise amend his initial claim, provided the new written pleadings remain based upon a fact or an act invoked in the writ of summons (art. 807 of the Judicial Code).

Pursuant to the last reform of the Judicial Code, the last written pleadings of both parties must be comprehensive and will be deemed to replace the previous pleadings and the writ of summons itself for the purpose of the obligation made to the court that its judgment contains appropriate motivation, including a response to the written pleadings of the parties (art. 748 *bis* of the Judicial Code).

4 Defending a Claim

4.1 What are the main elements of a statement of defence? Can the defendant bring counterclaims/claim or defence of set-off?

The defendant will bring its statement of defence in his written pleadings, which must include his name and domicile, and his arguments for opposing the claim, including the facts and rules of law on which his defences are based. Defences may include set-off.

The defendant may bring in his written pleadings any counterclaim against the claimant, provided the court has jurisdiction to hear it taking into account its subject-matter. Such counterclaim does not need to be related to the initial claim (art. 14 of the Judicial Code). However, if the counter-claim is likely to delay the hearing of the initial claim too much, both claims will be heard separately.

As for the claimant, the last written pleadings of the defendant must be comprehensive and will be deemed to replace his previous pleadings for the purpose of appropriate motivation of the judgment.

4.2 What is the time-limit within which the statement of defence has to be served?

The time limit within which the statement of defence of the defendant must be served is, as with any other delay for filing written pleadings, fixed by an Order of the court, which either confirms the agreement of the parties, if any, or acts on its own motion.

4.3 Is there a mechanism in your civil justice system whereby a defendant can pass on liability by bringing an action against a third party?

A defendant can bring a third party before the court by a writ of summons served to such third party; this is called a forced intervention (*intervention forcée / gedwongen tussenkomst*). Where the condemnation of the third party is sought, it can however not be made for the first time before the Court of Appeals (art. 812 al. 2 of Judicial Code).

Bringing an action against a third party, even if successful, will however not necessarily release the defendant from its liability against the plaintiff.

4.4 What happens if the defendant does not defend the claim?

If the defendant is not present or represented at the introductory hearing, the claimant may ask the court to render a default judgment. Within one month after such judgment has been notified to the defendant, such defendant may oppose it by way of an *opposition / verzet* and seek the reversal of the initial judgment before the same court.

A default judgment may also be requested in a later stage of the proceedings. In specific circumstances, however, the judgment may be deemed to have been rendered contradictory, even if the defendant failed to appear at a hearing.

A default judgment needs to be notified to the defendant within a year, failing which it is deemed to no longer exist (art. 806 of the Judicial Code).

4.5 Can the defendant dispute the court's jurisdiction?

The defendant can dispute the court's jurisdiction but must bring this argument in his first written pleadings and prior to any other defence (art. 854 of the Judicial Code). The defendant must also indicate the court which, according to him, has jurisdiction. If jurisdiction is disputed in favour of another Belgian court, the defendant may request that the dispute be resolved by the *tribunal d'arrondissement / arrondissementsrechtbank*.

5 Joinder & Consolidation

5.1 Is there a mechanism in your civil justice system whereby a third party can be joined into ongoing proceedings in appropriate circumstances? If so, what are those circumstances?

Joinder of third parties into ongoing proceedings may never be decided *proprio motu* by the court, and may not delay the hearing

of the ongoing proceedings. It may occur at the initiative of the third party itself or at the initiative of one party to the proceedings in the following circumstances:

1) Voluntarily intervention (*intervention volontaire / vrijwillige tussenkomst*). Where the third party claims he has a right that needs to be protected, and which is jeopardised by the parties to the original proceedings, his intervention may be considered to be aggressive and it requires that he has adequate standing and a valid interest of his own, and that his intervention has a certain nexus with the ongoing proceedings. Where the intervention is of a conservatory nature, the third party intervenes to support the case of one of the original parties.

2) Forced intervention (*intervention forcée / gedwongen tussenkomst*). Where the intervention seeks the condemnation of the third party, it needs to be done before the lower court, and may not be made for the first time before the Court of Appeals.

5.2 Does your civil justice system allow for the consolidation of two sets of proceedings in appropriate circumstances? If so, what are those circumstances?

The Belgian courts will order the consolidation of two sets of proceedings where the parties are identical and have formulated claims that are based upon the same subject-matter and the same cause (art. 29 of the Judicial Code). They may also order consolidation where those conditions are not met but there is such a close link between the two sets of proceedings that it is advisable to hear and judge them simultaneously, so as to avoid conflicting solutions (art. 30 of the Judicial Code).

5.3 Do you have split trials/bifurcation of proceedings?

The Judicial Code does not organise split trials or bifurcated proceedings. It may however happen that more often with the agreement of the parties, the proceedings are bifurcated by having for example the court deciding on the merit of the claim before deciding on the exact amount of damages.

6 Duties & Powers of the Courts

6.1 Is there any particular case allocation system before the civil courts in Belgium? How are cases allocated?

Cases are allocated according to the court's internal rules. In some district courts there are, within a same court, internal divisions more likely to be dealing with cases of certain subject-matters.

6.2 Do the courts in Belgium have any particular case management powers? What interim applications can the parties make? What are the cost consequences?

The courts have management powers in fixing the date of the hearing and determining the time-frame for the exchange of written pleadings. Save where the parties agree to have the case sent to the dockets, the court will determine the calendar of the proceeding within six weeks following the introductory hearing. The court will confirm the agreement of the parties, if any, on the deadlines for the written submission, and indicate the date of the main hearing; in the absence of agreement, the court will determine these deadlines itself, taking into account the observations of the parties.

There is no appeal against that Order of the court but errors or omissions can be rectified.

The party that discovers after the date of its written pleadings but before the hearing a new fact or evidence justifying new pleadings, may apply to the court to be allowed to file new pleadings.

6.3 What sanctions are the courts in Belgium empowered to impose on a party that disobeys the court's orders or directions?

Written pleadings that are filed after the expiry of the delay determined by the Order of the court are in principle automatically disregarded, save where they have been filed with the express consent of the other party, or where their subject-matter is limited to an update of a claim due to the passing of time.

6.4 Do the courts in Belgium have the power to strike out part of a statement of case? If so, in what circumstances?

As indicated under question 6.3 hereinabove, written pleadings will be disregarded by the court where they have been filed after the expiry of the deadline determined by the Order of the court.

6.5 Can the civil courts in Belgium enter summary judgment?

Civil courts in Belgium may not render summary judgments, other than in the framework of an *action en référé / kort geding*, as discussed under question 3.2.

6.6 Do the courts in Belgium have any powers to discontinue or stay the proceedings? If so, in what circumstances?

The courts in Belgium have no power to discontinue or stay proceedings, other than in the cases providing statutorily for such a discontinuation or stay (e.g. in the case of parallel criminal proceedings, of a prejudicial question raised with the European Court of Justice, or of notification of the death of a party).

7 Disclosure

7.1 What are the basic rules of disclosure in civil proceedings in Belgium? Are there any classes of documents that do not require disclosure?

There is no formal discovery in civil proceedings in Belgium. Each party bears in principle the burden of proving its allegations and will attach to its written pleadings the lists of the documents on which it relies, and provide the other party with copies of such documents. Also, shortly before the hearing, each party will provide the court with a bundle with all its evidences.

Each party has also a duty of good faith which implies a certain degree of cooperation in the production of evidence. A party which has reasons to believe its opponent possesses a document that is relevant to the decision to be rendered by the court may solicit the production of said document by its opponent, if needed with the intervention of the court (see question 7.3 below).

7.2 What are the rules on privilege in civil proceedings in Belgium?

Any correspondence between an attorney and his client, or among attorneys, is in principle confidential, and may not be used as evidence in civil proceedings.

Other privileges apply to other professions, such as the medical profession. Such privileges are generally considered to be of public policy, which means that the privilege may not be waived.

7.3 What are the rules in Belgium with respect to disclosure by third parties?

Where there exists strong indications that a party or a third party has in its custody a document establishing a relevant fact, the court may order that this document, or a copy thereof, be communicated to the other party and filed with the court.

In the case of a third party, such third party is invited by the court to present the document, together with its observations. There is no opposition or appeal against the judgment ordering a third party or a party to produce a document.

In case of failure to comply with the production without a legitimate motive, the court may order the party or third party to pay damages. Failure to comply with such a judgment is also criminally sanctioned in case of fraud (art. 495 *bis* of the Criminal Code).

7.4 What is the court's role in disclosure in civil proceedings in Belgium?

See question 7.3 above.

7.5 Are there any restrictions on the use of documents obtained by disclosure in Belgium?

There is no express rule in the Judicial Code restricting the use of documents obtained following a judgment ordering its production.

8 Evidence

8.1 What are the basic rules of evidence in Belgium?

There are no discovery proceedings in Belgium. As indicated under question 7.1 above, each party bears in principle the burden of proving its allegations and will file documents it deems appropriate.

The court will examine the evidence in order to make its judgment; in pure civil matters (as opposed to commercial cases), the court will be bound to follow the priorities set out by the Civil Code (see question 8.2 below).

8.2 What types of evidence are admissible, which ones are not? What about expert evidence in particular?

In commercial matters, all types of evidence are admissible. In strictly civil matters, written evidence overrides in principle other types of evidence, on the basis of art. 1341 of the Civil Code.

Expert evidence may be presented by the parties. The court may also designate its own expert.

8.3 Are there any particular rules regarding the calling of witnesses of fact? The making of witness statements or depositions?

Witnesses are seldom heard before the Belgian courts. The proceeding organising the hearing of such witnesses is quite burdensome. Witnesses may only be interrogated by the court, not by the parties. Parties are to avoid any contact with the witnesses.

In some cases, witness statements or depositions are filed, without the witness being called and heard by the court.

8.4 What is the court's role in the parties' provision of evidence in civil proceedings in Belgium?

The provision of evidence is normally in the hands of the parties, with a limited role of the court, as indicated under sections 7 and 8 above.

9 Judgments & Orders

9.1 What different types of judgments and orders are the civil courts in Belgium empowered to issue and in what circumstances?

The court issues procedural orders in the context of case management.

The court issues a judgment that is definitive and has a *res judicata* effect (*autorité de la chose jugée/ gezag van het rechterlijk gewijsde*), when it has definitively decided a litigious question. Judgment may be for damages, specific performance, or any form of declaratory relief.

The court may also issue a judgment which is not definitive (*jugement d'avant dire droit / vonnis alvorens recht te doen*), by which it orders an interim measure (art. 19 of the Judicial Code - see questions 3.2 and 7.3 above concerning a judgment for production of documents).

9.2 What powers do your local courts have to make rulings on damages/interests/costs of the litigation?

The courts will in principle grant damages according to the applicable substantive law. Under Belgian law, only actual damages will be compensated. There are no punitive damages.

On monetary claims, interest will normally be awarded as from the date a formal notice of claim has been served. The applicable rate will be that provided in the contract or failing which the general legal rate (3.25% for 2010). Where the claim concerns the late payment of a commercial transaction, interest will in principle be due automatically, at the more favourable rate provided for by the Act of 2 August 2002 on combating late payment in commercial transactions (implementing Directive 2000/35/CE).

The court will order the losing party to bear the costs of the litigation (see question 1.5 above).

9.3 How can a domestic/foreign judgment be enforced?

A domestic judgment can be enforced through adequate seizures and attachments on the assets of the defendant in Belgium, in accordance with the provisions of the Judicial Code.

The recognition and enforcement of foreign judgment is subject to distinct rules, such as EC Regulation 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, or the rules provided in the specific treaty binding Belgium and the foreign country. Where the judgment has been rendered in a country with is not an EC country and which is also not bound by a specific treaty, recognition and enforcement will be possible in accordance with art. 22 to 25 of Belgian Code of Private International Law.

9.4 What are the rules of appeal against a judgment of a civil court of Belgium?

In principle, any judgment rendered by a civil court may be appealed up to an upper court.

Appeal against a judgment rendered itself on appeal is restricted to mere questions of law, and is brought before the Supreme Court, with the mandatory intervention of a lawyer admitted to the Supreme Court who will first render an advice on the chances of success of the appeal. The Supreme Court either rejects the appeal, or quashes the judgment, in which hypothesis the case is sent to another Court of Appeals which will render a new judgment on the merits.

II. DISPUTE RESOLUTION

1 Preliminaries

1.1 What methods of dispute resolution are available and frequently used in Belgium? Arbitration/Mediation/Tribunals/Ombudsman? (Please provide a brief overview of each available method.)

The most frequently-used method of dispute resolution, other than litigation before the judicial courts, is arbitration. Arbitration is quite widely used for commercial disputes in Belgium, both for domestic and international affairs.

Arbitration clauses are frequently inserted in commercial contracts, as arbitration is often viewed as a more efficient tool than the courts, allowing in particular the parties to receive a final decision on the case within a shorter delay.

Mediation has developed recently and is beginning to be used as an alternative dispute resolution mechanism.

Ombudsman is available in specific sectors, e.g. the banking and insurance sectors where it is quite often used as a first level of dispute resolution (mainly for disputes involving individuals, however).

1.2 What are the laws or rules governing the different methods of dispute resolution?

Arbitration is regulated by Book VI of the Judicial Code (art. 1676 to 1723 of the Judicial Code). It is a common set of rules for domestic and international arbitration.

Mediation is regulated by Book VII of the Judicial Code (art. 1724 to 1737 of the Judicial Code), which was introduced by an Act of 21 February 2005.

1.3 Are there any areas of law in Belgium that cannot use arbitration/mediation/tribunals/Ombudsman as a means of dispute resolution?

Arbitration is available for all areas of law on which the parties can settle a claim (art. 1676.1 of the Judicial Code). It may not be used for personal or family matters or criminal cases. In the case of labour dispute, arbitration may only be used if the arbitration agreement was entered into after the dispute arose (art. 1678.2 of the Judicial Code).

Similar rules apply to mediation, save that it can be used for some family matters (art. 1724 of the Judicial Code).

2 Dispute Resolution Institutions

2.1 What are the major dispute resolution institutions in Belgium?

For arbitration, the major Belgian institution is *Centre Belge d'Arbitrage et de Mediation / Belgisch Centrum voor Arbitrage en Mediatie* ("CEPANI"/"CEPINA"), which handles both domestic and international arbitrations. Belgium is also quite frequently used as the seat of ad hoc arbitrations, or institutional arbitrations, such as, for example, under the rules of the ICC.

Mediation is less developed than arbitration. The major institutions in that respect are the CEPANI/CEPINA and the *Brussels Business Mediation Center* ("BBMC"). There is also non institutional mediation, and mediation at the initiative of the courts.

2.2 Do any of the mentioned dispute resolution mechanisms provide binding and enforceable solutions?

Arbitration conducted in Belgium will result in a binding and enforceable award. Article 1703 of the Judicial Code specifically provides that, save where the subject matter of the dispute did not allow for arbitration or where the award is itself in violation of public policy, an arbitral award has *res judicata* effect. Awards rendered in Belgium may however be vacated provided the strict criteria provided in the Judicial Code are met. Where none of the parties to the arbitration is Belgian or has a domicile in Belgium, parties may, by way of a specific agreement, waive any possibility to obtain the annulment of the award.

Belgium is also bound by the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards and Belgian courts will recognise and enforce foreign arbitral awards.

Mediation may also offer a binding and enforceable solution, provided it is conducted in accordance with the rules of the Judicial Code and at the intervention of a mediator registered with the *Commission fédérale de médiation / Federale bemiddelings commissie*. In these circumstances, any party may indeed seek the homologation by the court of the agreement resulting from the mediation; such homologation may only be refused by the court if the agreement is considered to be violating public policy or, in the context of a family mediation, in violation of the interest of the minor children.

3 Trends & Developments

3.1 Are there any trends in the use of the different dispute resolution methods?

There has been quite a lot of attention on mediation during the last years, with the introduction in the Judicial Code of a new Book dealing with mediation in 2005, and with the Directive 2008/52/EC of 21 May 2008 on certain aspects of mediation in civil and commercial matters. It is however not certain that such Directive will need specific implementation in Belgium, taking into account the existing regulation.

In practice, mediation has however not yet achieved in Belgium the degree of development of other countries, such as the UK or the US.

3.2 Please provide, in no more than 300 words, a summary of any current issues or proceedings affecting the use of those dispute resolution methods in Belgium?

A working group within CEPANI/CEPINA is currently working on a proposal which would modernise Book VI of the Judicial Code, to have it more closely modelled after the UNCITRAL Model Law on International Commercial Arbitration, and to avoid delaying intervention of the judicial courts.

Belgian courts may be considered to be usually arbitration-friendly. However, in the current state of the law, the intervention of judicial courts cause sometimes too many delays in arbitration, taking into account that arbitration-related litigation is generally subject to two degrees of jurisdiction (Tribunal of First Instance and thereafter Court of Appeals). The current reform could provide that any recourse to the Belgian courts for annulment of an award or for a challenge to an arbitrator in the case of non-institutional arbitration would be directly decided by the Court of Appeals, thereby shortening the time within which there is some uncertainty on the arbitral proceedings itself.



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Sylvie is a member of the litigation team of DLA Piper in Brussels. She practices litigation in all areas of commercial law, including insurance law and professional liabilities, with also a particular expertise in the area of insolvency law, banking law and all questions arising out of security interest. Sylvie has excellent knowledge of the functioning of the Belgian courts, as she has been in particular acting, since 2002, as a supplemental judge before the Brussels Court of Appeals and also has been designated by the courts as ad hoc trustee for commercial companies.

Sylvie graduated in 1980 from the Université Libre de Bruxelles. She is currently a member of the drafting committee of the legal journal *Privilèges et Hypothèques*.



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Caroline is based in the Brussels office. Her main area of practice is litigation and arbitration, both before the judicial courts and national and international arbitration tribunals. She handles complex litigation as counsel and also sits as arbitrator (ICC, CEPANI, *ad hoc*). She handles cases in all areas of commercial and contract law, and also has expertise in certain areas of financial law.

Caroline graduated from Université Libre de Bruxelles, in 1993, with *summa cum laude*, and from Duke University (LL.M.) in 1994, which she attended as a Fulbright scholar. She was a teaching assistant at the Université Libre de Bruxelles between 1994 and 2000, in the field of contract law. She obtained in 2007 the certificate of proficiency for proceedings before the Supreme Court, and was made a member of CEPANI and recognised as mediator in 2008. She is currently a member of the steering committee of CEPANI 40.



DLA Piper is an international law firm with more than 65 offices worldwide. With more than 110 lawyers, DLA Piper Belgium is one of the largest legal firms in Belgium that provides a full service in terms of legal advice. DLA Piper stands guarantee for excellent legal advice at local level, supported by an extensive international network and a sound, long-term relationship with our clients.

The litigation team in Belgium has considerable experience in conducting litigation and arbitration in all practices areas. In addition to interventions before the lower courts or courts of appeals, it represents clients before the Belgian Supreme Court (Pierre Van Ommeslaghe being one the 20 lawyers admitted before the Supreme Court), the Council of State (Belgian highest administrative court), the Constitutional Court, the European Court of First Instance and the European Court of Justice. Members of the team also act as counsel in arbitration proceedings and as arbitrators.