**Meeting report 15/10/2021**

**17 participants :**

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| Rasmus Nordahl (DK)  Alejandro Espada (Spain)  Christophe Delahousse (FR)  Thierry Clerc (FR)  Benedykt Fiutowski (PL)  Timo Mäenpää (FIN)  Guillaume Cardoen (MC)  Alistair Rustemeyer (UK)  Frits Bienfait (NL) | Xavier Franquesa (Spain)  Baris Ulker (TR)  Fabienne Legrand (B)  Christian Schlemmer (G)  Benoit Timmerman (B)  Lotte Vanfraechem (B)  Moritz Schumann (USA)  Isabelle Vaugon (Speaker - FR) |

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**Isabelle Vaugon**, specialist in African law, presents the OHADA law applicable in French-speaking countries for the most part.

That is 17 countries.

She explains the mediation and arbitration procedures stating that she notes 80% success for mediation.

She explains the rules of arbitration called the AUA rules.

The exequatur of arbitration decisions is automatic in the OHADA territory.

There is an OHADA Court of Justice (CCJA) which is also the Support Judge and the Supreme Court if the seat of arbitration is in the OHADA territory.

The language is French but can also be English, especially for Congo and Kenya.

ICC accounts for 7% of business in Africa.

Of course, if the arbitration is to be performed outside the OHADA territory, an exequatur will be required.

Choosing OHADA law and arbitration. OHADA is a good choice, but it can also be ICC arbitration, or Singapore, or LCIA.

The abstract of the presentation is addressed to the participants.

A questionnaire was sent to all participants, in particular to find out the category of disputes they had to deal with in Africa and the recommendations of local counterparts.

We received responses from:

* Baris Ulker for Turkey
* Fabienne Legrand for Belgium
* Moritz Schumann for the United States
* Thierry Clerc for France

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**Second topic of the seminar: The issuance of writs of summons abroad under the European Regulation or the Hague Convention of 15 November 1965.**

A questionnaire was also sent to all participants, and we received responses for the following countries: Germany, Spain, Turkey, Poland, USA, France, United Kingdom, Finland, Belgium, Monaco, Netherlands.

The question is whether it is still necessary to go through the requested agency or whether one can use another system, often faster, such as postal services or the direct issuance of a writ of summons by a process server or an agent of the country of issue of the summons.

For example in the United Kingdom, there are no process servers but it is the solicitors who can proceed with the issue.

Another question may arise concerning the limitation period when a document must be issued before the expiry of the timelimit. What is the date to take into account? Is it that of the sending to the requested agency, that of receipt by the requested agency, that of delivery by the requested agency or by the local process server to the defendant?

Various replies were given to the questionnaire.

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**Next meeting: Tallinn on 13 May 2022.**

Topic proposals:

* Benedykt Fiutowski: Communication between lawyers and courts.
* Thierry Clerc: Limitation period for various legal actions.
* Alejandro Espada: Estate litigation in Germany and Spain.
* Presentation of a topic on contracts and litigation in Estonian law.

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**Visit of the International Chamber of the Commercial Court.**

Presentation by two Judges of the Commercial Court.

To be a Judge in this Chamber, you must have had an international career, speak English and have worked internationally for 20 years.

The proceedings before the Court include stages in both French and English.

Documents can be transmitted in English.

Submissions must be drawn in French.

The judgment is delivered in French.

Oral arguments may be in English.

The protocol established between the Court and the Paris Bar is addressed to the participants.

The advantage of this court is that it is a judgment rendered by a European Court, therefore applicable without exequatur in all European countries.

A model jurisdiction clause is available.

There are no Court fees, which is more economical than arbitration.

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