



ICLG

The International Comparative Legal Guide to:

Litigation & Dispute Resolution 2018

11th Edition

A practical cross-border insight into litigation and dispute resolution work

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Contributing Editors
Greg Lascelles and Tom Jackson, Covington & Burling LLP

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Toni Hayward

Sub Editor
Jane Simmons

Senior Editors
Suzie Levy
Caroline Collingwood

Chief Operating Officer
Dror Levy

Group Consulting Editor
Alan Falach

Publisher
Rory Smith

Published by
Global Legal Group Ltd.
59 Tanner Street
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Tel: +44 20 7367 0720
Fax: +44 20 7407 5255
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EDITORIAL

Welcome to the eleventh edition of *The International Comparative Legal Guide to: Litigation & Dispute Resolution*.

This guide provides corporate counsel and international practitioners with a comprehensive worldwide legal analysis of the laws and regulations of litigation and dispute resolution.

It is divided into two main sections:

One general chapter. This chapter provides an overview of legal privilege in litigation, particularly from a UK perspective.

Country question and answer chapters. These provide a broad overview of common issues in litigation and dispute resolution in 40 jurisdictions, with the USA being sub-divided into eight separate state-specific chapters.

All chapters are written by leading litigation and dispute resolution lawyers and industry specialists, and we are extremely grateful for their excellent contributions.

Special thanks are reserved for the contributing editors Greg Lascelles and Tom Jackson of Covington & Burling LLP for their invaluable assistance.

Global Legal Group hopes that you find this guide practical and interesting.

The *International Comparative Legal Guide* series is also available online at www.iclg.com.

Alan Falach LL.M.
Group Consulting Editor
Global Legal Group
Alan.Falach@glgroup.co.uk

Mozambique

Frederico Gonçalves Pereira



Vieira de Almeida

Rui Andrade



I. LITIGATION

1 Preliminaries

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

The Mozambican legal system is a civil law legal system, the statute being its primary source of law.

Civil procedure in Mozambique is predominantly governed by the Mozambican Code on Civil Procedure (“MCCP”) which dates back from 1961, though it has been subsequently amended.

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

The judiciary structure in Mozambique comprises: (i) a Constitutional Court aimed at safeguarding people’s fundamental rights; (ii) a Supreme Court which is at the top of the Judicial Court’s hierarchy and holds jurisdiction over the entire territory although it is limited to ruling on matters of law; (iii) the Courts of Appeal which may either act at first or second instance levels depending on the subject-matter and rule on both factual and legal matters; and (iv) Provincial Courts and District Courts.

Appeals on the grounds of factual matter may only be launched once, whereas when it comes to matters of law, there are generally two levels of appeal available to the parties.

There is a specialised military jurisdiction and there are specialised courts to deal with public law and customs and tax matters as well as maritime law matters.

1.3 What are the main stages in civil proceedings in your jurisdiction? What is their underlying timeframe (please include a brief description of any expedited trial procedures)?

Civil proceedings under the MCCP are divided into a written stage (parties file their written pleadings and describe their claims’ underlying grounds) and a subsequent oral stage with pre-trial and trial hearings.

Expedited proceedings are foreseen for cases dealing with claims of a lower economic value and will typically provide for shorter periods for filings of written pleadings to be made and/or circumvent certain procedural stages.

As to timeframes, although the law provides for precise timelines for both parties and the Court to render pleadings and/or decisions/judgments, only the ones imposed on parties are binding in practice. Hence, it is not possible to foresee how long a case will take to be ruled on in definite before Mozambican Courts.

1.4 What is your jurisdiction’s local judiciary’s approach to exclusive jurisdiction clauses?

The Mozambican legal system foresees exclusive jurisdiction clauses provided that certain requirements are met, e.g. they may only be entered into with respect to disposable rights and with regard to matters that do not fall under the Mozambican Courts’ exclusive jurisdiction.

1.5 What are the costs of civil court proceedings in your jurisdiction? Who bears these costs? Are there any rules on costs budgeting?

Civil Court proceedings comprise Court fees, stamp duties and expenses. Costs are determined by the applicable law and are generally dependent of the amount under discussion.

As to each parties’ liability regarding costs, it is determined by the judgment, the rule of law being that the losing party is to bear costs in proportion to its loss.

There are no rules on cost budgeting.

1.6 Are there any particular rules about funding litigation in your jurisdiction? Are contingency fee/conditional fee arrangements permissible?

There are no such particular rules under Mozambican law.

In Mozambique, lawyers are forbidden to work on the sole basis of contingency fees.

1.7 Are there any constraints to assigning a claim or cause of action in your jurisdiction? Is it permissible for a non-party to litigation proceedings to finance those proceedings?

Parties are generally free to assign their rights and claims under Mozambican law, so long as they are freely disposable rights. There are no legal restrictions to third-party financing of legal proceedings.

1.8 Can a party obtain security for/a guarantee over its legal costs?

The law is silent in this regard.

2 Before Commencing Proceedings

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

No, there are no particular formalities with which you must comply prior to initiating proceedings in Mozambique.

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?

Variable statutory limitation periods apply to civil claims under Mozambican law. The general statutory limitation period available to civil claims is 20 years. However, other periods apply to specific subject-matters such as annual perpetual rents, periodically renewable instalments, conventional or legal interests, companies' dividends and alimony, where limits are set at five years, credits for services rendered by establishments that provide accommodation or educational assistance where the period is reduced to that of two years. For other subject-matters, periods may be as short as that of six months.

The way these periods are calculated will also vary depending on the subject-matter/kind of liability at stake.

These are substantive law issues.

3 Commencing Proceedings

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

Civil proceedings are issued once the Statement of Claim ("SoC") is filed, i.e. when it is received by the Court. A formal examination by the Court of the underlying formal requirements is made and service to the Defendant follows.

Service under Mozambican law is, as a rule, carried out personally and not by post; in addition, personal service is exclusively carried out by judicial clerks/officials, i.e. the law does not allow for service to be rendered by attorneys or any other service agents. If the Defendant is a company, service will be carried out before its legal representative at the company's headquarters or, in the absence of the latter, before any company employee.

The date when the Defendant receives the SoC is, in general, considered as the date of service, albeit with various exceptions.

When the Defendant is someone living abroad, service will be carried out in accordance with the provisions set forth in International Treaties and/or Conventions to which Mozambique is a party, and in the absence of the latter, by registered courier with acknowledgment of receipt or via diplomatic means.

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

To ensure the outcome of the proceedings when the effectiveness of a possible favourable ruling is at risk, the Claimant may request the adoption of interim remedies. Such measures may be requested before or after the main claim has been filed and will lead to independent and separate proceedings with a separate Court order.

In general, when requesting interim measures, the applicant must demonstrate the following requirements are met: (i) *fumus boni iuris* – *prima facie* case, the applicant must show that he has a justifiable claim on the merits against the Defendant; (ii) *periculum in mora* – circumstances giving rise to urgency; and (iii) the damage that the applicant wants to avoid must not exceed the damage caused by the interim measure to the counterpart.

As to the measures that may be requested, Mozambican law provides for an array of specified (such as provisional alimony, restitution of possession, lien on assets and preventive arrest, amongst others) and unspecified measures.

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

The SoC must contain the following elements: indication of the competent Court and full identification of the parties (name and address), the facts giving rise to the dispute and underlying legal grounds, claims and relief sought (including interest). The Claimant must lodge documentary evidence and list the witnesses with the initial plea.

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

In general terms, the pleadings may be amended – at any time, if the parties agree or, in the absence of an agreement, until the preliminary hearing.

3.5 Can the pleadings be withdrawn? If so, at what stage and are there any consequences?

In general terms, during the proceedings, the Claimant may, at any time, either withdraw the proceedings ("*desistência da instância*") or waive all rights to the claims ("*desistência do pedido*"). In the first case, where there is a mere withdrawal of the proceedings but the claims have not been waived, the withdrawal is subject to the Defendant's agreement; in the second case, where there is a withdrawal of the proceedings together with the waiver of all rights to the claims, the withdrawal is free, not subject to the Defendant's agreement (and the Claimant's underlying rights are considered extinguished).

4 Defending a Claim

4.1 What are the main elements of a statement of defence? Can the defendant bring a counterclaim(s) or defence of set-off?

The Statement of Defence "SoD" must indicate which facts alleged in the SoC the Defendant denies, which facts the Defendant admits and which facts it is unable to admit or deny (and the reasons behind

such inability). Much like what is imposed for the SoC, all factual and legal grounds must be set out therein, again accompanied by all evidentiary documents to support it.

The Defendant may, in general terms, bring a counterclaim against the Claimant if the cause of action is based on the same grounds of the SoC. Set-off is also allowed, in general terms, provided the underlying legal requirements are met.

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

In general terms, the SoD must be filed within 20 days from the date the SoC is considered to have been served.

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

In its SoD, the Defendant may argue lack of standing (“*ilegitimidade passiva*”), if it considers it has been wrongly sued. If the Court rules in favour of the Defendant on this issue (either at the preliminary hearing/preliminary decision (“*despacho saneador*”) or in the final judgment), the claim will be dismissed.

The Defendant may also call upon third parties to the proceedings to join ongoing proceedings as means to pass on or share liability, provided certain requisites are met.

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

When no SoD is filed by a Defendant that is considered properly summoned to proceedings, its silence will be perceived as a direct confession to the facts claimed against him. The parties’ representatives will then be granted eight days to offer their closing arguments and a Default Judgment will follow.

4.5 Can the defendant dispute the court’s jurisdiction?

The Defendant can dispute the Court’s jurisdiction; this must be argued within the SoD.

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?

In addition to those set out in question 4.3 above, a third party may also be joined into ongoing proceedings, in cases where such party has the same interest in the proceedings as the Claimant or as the Defendant. This request may be made directly by the third party or either by the Claimant or the Defendant, in principle, until the preliminary decision is issued.

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?

Yes, Mozambican law allows for the consolidation of two sets of

proceedings, provided there is a connection between the respective causes of action and the Court deems there is no inconvenience to such consolidation. The request should, in principle, be made before the Court where the first proceedings were filed.

5.3 Do you have split trials/bifurcation of proceedings?

Mozambican law does not directly provide for split trials/bifurcation of proceedings. However, if certain issues arise that need to be addressed, separately from the main proceedings, an incident will be launched and undergo specific procedural treatment.

6 Duties & Powers of the Courts

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

Civil Courts are subsidiary Courts, meaning that if a case does not fall within the material jurisdiction of specialised Courts (listed in question 1.2. above), the civil Court shall have jurisdiction. The law defines that specialised Courts shall be created if *circumstances so justify*.

In regards to territorial jurisdiction, proceedings regarding real estate must be instituted with the Court of the corresponding municipality; concerning fulfilment of obligations, with the Court of the municipality where the obligation should have been fulfilled; regarding tort, where the damaging fact occurred; and regarding insolvency, where the company holds its registered offices.

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

The Courts management powers are, to a certain extent, limited by the law’s express provisions on case management. Notwithstanding, Courts have the power to carry out or order certain measures deemed necessary to unveil the truth. Courts may also remove obstacles that hinder the normal course of the case. After the parties have finished exchanging their pleadings, the Court may schedule a preliminary hearing to discuss and decide procedural matters.

The parties can file interim applications before and during the proceedings.

Further to this, parties may, under certain circumstances and within certain deadlines, file additional written statements, modify their claims or the causes of action throughout proceedings, subject to certain limitations.

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

The sanctions to be imposed by a Court in reaction to party disobedience will vary according to the concrete act or omission in question. If the party does not comply with a final Court judgment on the merits, although the decision may be enforced thereafter, no sanction (besides interest) will be applied. If a party acts unlawfully during proceedings, it may be sentenced to pay a fine and/or compensation to its counterpart.

6.4 Do the courts in your jurisdiction have the power to strike out part of a statement of case or dismiss a case entirely? If so, at what stage and in what circumstances?

A judgment on the merits may be passed at the time of the preliminary hearing if the Court finds that all relevant factual circumstances have already been proven.

Besides this, after receiving the SoC the Court may strike off the case if it finds that the SoC does not clearly indicate the request and/or its grounds, if there are procedural obstacles that are clear and should be analysed by the Court (e.g. jurisdiction matters), if the claim is time-barred and/or the Court finds all the information needed to issue a decision on the extinction of the alleged right has been gathered.

6.5 Can the civil courts in your jurisdiction enter summary judgment?

Courts may find that they are able to decide on the merits of a case without going to trial either because the merits of the case are solely based on legal grounds or when it deems that the proceedings already contain all the necessary elements for a judgment to be passed.

Further to this, Courts can issue Summary Judgments in proceedings with an economic value that is not in excess of that imposed for second instance Courts. These sort of proceedings rely on fewer evidence and party pleadings, as well as shorter deadlines for both the Court and the parties.

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

The Court may stay the proceedings when it finds there are grounds to sustain it. Further to this, the death or the extinction of one of the parties or one of the lawyers (when representation is mandatory) are also causes for proceedings to be suspended. There may also be procedural reasons giving cause to a stay, such as a pending suit with direct influence on the case.

Proceedings may also be discontinued if left pending for more than one year solely due to party negligence.

7 Disclosure

7.1 What are the basic rules of disclosure in civil proceedings in your jurisdiction? Is it possible to obtain disclosure pre-action? Are there any classes of documents that do not require disclosure? Are there any special rules concerning the disclosure of electronic documents or acceptable practices for conducting e-disclosure, such as predictive coding?

Under the M CCP, parties are bound to file their evidentiary documents alongside their written filings. Should they fail to file their documents with their written filings they may still do so until proceedings end at first instance level, yet subject to a fine for the delay. After this stage, the Court will only accept documents to be filed if it is shown that it was impossible to file them previously.

Parties may request their counterparts to disclose documents that are in their possession.

The M CCP does not provide for any specific rules regarding pre-action disclosure of documents. It does, however, provide rules for pre-action hearings, expert reports and judicial inspections if there is the risk of losing such evidence in the future.

The Commercial Code, on the other hand, allows accounting documents to be disclosed pre-action, in order to allow for its preparation.

The M CCP does not provide for any specific rules concerning the disclosure of electronic documents.

7.2 What are the rules on privilege in civil proceedings in your jurisdiction?

Witnesses and third parties may refuse to disclose information or provide evidence on the basis of marital or other family-linked privileges, client-attorney privileges or bank secrecy privileges recognised by the law.

Documents may also be considered privileged if their disclosure is found to violate professional secrecy rules or cause serious damage to the honour, consideration, property of a given person or one of his/her relatives.

However, under certain circumstances, some of the above-listed privileges may be set aside so long as judicially determined by the Court.

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

Parties may also request that documents held by third parties be presented to Court.

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

The Court may, of its own initiative or following the request of one of the parties, request from the latter or third parties that certain information, specialised opinions, photographs, drawings, objects and any document necessary to the clarification of the truth be disclosed/brought before it.

Should the notified party/entity refrain from filing the requested documents, said option may result in reverting the rules on the burden of proof, lead to the determination of fines and/or the adoption, by the Court, of coercive measures to guarantee proper filing.

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

No, there are no restrictions on the use of documents obtained by disclosure in Mozambique.

8 Evidence

8.1 What are the basic rules of evidence in your jurisdiction?

When it comes to evidence, the general rule is that the burden of proof lies with the party claiming the facts that supports its alleged right.

There are, however, exceptions to this rule such as the following:

- (i) when discussing and determining contractual liability, whereupon it will fall to the Claimant to allege and prove that there was a contractual breach, the Defendant will be encumbered to prove that such breach occurred to no fault of his/her own; and
- (ii) when the suit launched by the Claimant is intended to obtain a negative determination on the existence of a given situation/reality (“*ação de simples apreciação negativa*”), the burden proof rule is the opposite. In these cases, it will fall to the Defendant to prove that the reality is not the one described.

Also, the burden of proof may, under specific circumstances, be reversed. This is the case when it is shown that the counterpart willingly/with fault made it impossible for certain evidence to be made/produced.

Parties may enter into agreements on the matter of the burden of proof. However, there are some restrictions regarding said agreements. Thus being, when said agreements result in an excessive burden imposed on one of the parties alone or are entered into with respect to inalienable rights, they will be found null and void.

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

The following types of evidence are available under the M CCP:

- (i) Evidence by party confession.
- (ii) Documentary evidence, including video and audio.
- (iii) Presentation of movables and immovables.
- (iv) Expert evidence.
- (v) Judicial inspections.
- (vi) Witness statements.

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

A party may summon up to 20 witnesses to be heard on the facts under discussion. However, no more than five witnesses may be heard on each fact. In the event the Defendant files a counterclaim, each party may call up to an additional 20 witnesses to be heard on the matter of the counterclaim and/or its defence.

Witnesses will offer their testimonies before the Court, in person, through telephone or video-conference.

Written statements will only be allowed as an exception.

The list of witnesses may be changed until 15 days prior to the beginning of the trial, but this late change will not imply the notification of the witness, therefore burdening the party with the appearance of the new witness in Court. If a notified witness does not appear before the Court, the party may substitute him/her for another person; alternatively, it may request that the person in question be coerced to testify before Court.

Additionally, the Court may, of its own accord, summon a given witness to be heard when the need to hear such person becomes obvious from other testimonies.

8.4 Are there any particular rules regarding instructing expert witnesses, preparing expert reports and giving expert evidence in court? Are there any particular rules regarding concurrent expert evidence? Does the expert owe his/her duties to the client or to the court?

There is a distinction to be made between experts and expert witnesses.

Experts are persons appointed by the Court, after the parties have been heard, to perform an analysis and to draft a report on specific and specialised matters pertaining to the claim. These experts may then be heard at the final hearing upon request of the parties or on the Court's initiative. However, these experts are not heard as witnesses so the number of witnesses to be heard by each party is not affected. As a rule, a panel of three experts will be appointed by the Court, save when the issues at stake are considered simple enough for a sole expert to be appointed.

Expert witnesses, on the other hand, are appointed by the parties as regular witnesses, albeit their expertise. Expert witnesses are bound to tell the truth but are not bound to the impartiality obligations imposed on the above-referenced experts.

Parties and the Court may make clarification requests concerning the expert report and even request for a second expert report to be prepared. It must, however, be noted that the second report does not replace the first one but merely constitutes an additional source of evidence. The second expert report is carried out by a distinct panel of experts composed of two additional experts (meaning that, as a rule, the second expertise panel will be composed of five experts). In cases where the first expert report has been carried out by a state entity, a second analysis will not be allowed for.

Both expert reports and testimonies are valued by the Court freely.

9 Judgments & Orders

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

Courts in Mozambique may rule with recourse to: (i) orders “*despachos*” which are judicial acts aimed at boosting the proceedings and/or rule on incidental matters; (ii) judgments “*sentenças*” which are Court Rulings on the merits and may also take the form of Consent Judgments; and (iii) awards “*acórdãos*” which are decisions issued by the Higher Courts.

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

The local Courts' powers to render judgments on any matter are always subject to the precise terms and limits of the underlying claim brought before them. Courts may rule on damages (direct or indirect and/or patrimonial/moral) so long as thus requested, the same being said of interest which may be computed in accordance to a specific agreed rate or at the legal default rate. As to costs, the rule is that they must be borne in proportion to each party's liability as determined by the relevant final and binding judgment.

9.3 How can a domestic/foreign judgment be recognised and enforced?

The MCCP expressly provides that without prejudice as to what is foreseen in International Treaties and Conventions to which Mozambique is a party to, no foreign judgment/award may produce effects in the territory without prior review by the Mozambican. As a consequence thereof, it falls to the Supreme Court to confirm that:

- (i) there are no doubts as to the judgment's authenticity;
- (ii) there is evidence to the fact that the relevant judgment has already transited *in rem* according to the law of the country of its issuance;
- (iii) there is evidence that the judgment was rendered by a Court with jurisdiction to rule the relevant case as per the Mozambican's conflict of jurisdiction rules;
- (iv) the resolution of the same dispute is not pending with the Mozambican Courts;
- (v) no final and binding ruling has been rendered by Mozambican Courts on the very same matter;
- (vi) there is evidence that the Defendant was duly summoned to the proceedings;
- (vii) the judgment contains no decisions contrary to the Mozambican principles of public policy; and
- (viii) having been rendered against a Mozambican party, the judgment contains no decisions offensive of the Mozambican private law (should this law be applicable law to the situation according to the Mozambican conflict-of-law rules).

The request for recognition must be filed alongside a copy of the judgment to be reviewed, certified by the Court of origin stating that it is final and binding together with a translated version of same into Portuguese language.

Only after the judgment/award has been reviewed may enforcement proceedings be commenced before the Mozambican Courts.

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

First instance judgments may generally be appealed on the grounds of factual and legal grounds so long as the appealed judgment has been rendered in a suit with a value higher than the one set for the jurisdiction of the lower Court; the second instance is, however, limited to legal arguments.

10 Settlement

10.1 Are there any formal mechanisms in your jurisdiction by which parties are encouraged to settle claims or which facilitate the settlement process?

Courts themselves are bound to enable settlements between opposing parties yet there are no formal mechanisms to this effect.

II. ALTERNATIVE DISPUTE RESOLUTION

1 General

1.1 What methods of alternative dispute resolution are available and frequently used in your jurisdiction? Arbitration/Mediation/Expert Determination/Tribunals (or other specialist courts)/Ombudsman? (Please provide a brief overview of each available method.)

Mozambican law provides for arbitration and mediation as alternative dispute resolution mechanisms.

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

The primary domestic source of law relating to arbitration and mediation in Mozambique is the Law on Arbitration, Conciliation and Mediation (the "LACM"), Law No. 11/99, dated 8 July 1999.

1.3 Are there any areas of law in your jurisdiction that cannot use Arbitration/Mediation/Expert Determination/Tribunals/Ombudsman as a means of alternative dispute resolution?

The general rule under the LACM is that parties are free to submit their disputes to arbitration, except disputes that fall under the state Courts' exclusive jurisdiction and disputes that relate to inalienable rights. As a rule, to which there are a number of exceptions, disputes relating to the following issues can be submitted to arbitration: IP rights; antitrust; competition law; securities transactions; and intra-company disputes.

1.4 Can local courts provide any assistance to parties that wish to invoke the available methods of alternative dispute resolution? For example, will a court – pre or post the constitution of an arbitral tribunal – issue interim or provisional measures of protection (i.e. holding orders pending the final outcome) in support of arbitration proceedings, will the court force parties to arbitrate when they have so agreed, or will the court order parties to mediate or seek expert determination? Is there anything that is particular to your jurisdiction in this context?

Once the parties have agreed to resort to arbitration, the intervention of the judicial Court is limited to those instances set forth in the LACM aimed at assisting the arbitration proceedings. In the event, however, parties lodge judicial proceedings in breach of an arbitration agreement, the Defendant may rely on the latter and request that the proceedings be dismissed accordingly.

The same applies to judicial proceedings launched in breach of a mediation agreement.

- 1.5** How binding are the available methods of alternative dispute resolution in nature? For example, are there any rights of appeal from arbitration awards and expert determination decisions, are there any sanctions for refusing to mediate, and do settlement agreements reached at mediation need to be sanctioned by the court? Is there anything that is particular to your jurisdiction in this context?

Pursuant to the LACM, an award may only be challenged through setting-aside proceedings, there being no appeal on the merits.

A settlement agreement reached via mediation under the LACM does not need to be sanctioned by the Court.

2 Alternative Dispute Resolution Institutions

- 2.1** What are the major alternative dispute resolution institutions in your jurisdiction?

The Centre for Arbitration, Conciliation and Mediation (CAMC) is the only arbitration institution operating in Mozambique. It was created in 2001, is based in Maputo, with other offices in Nampula and Beira and is responsible for promoting commercial arbitration, conciliation and mediation in Mozambique.

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Frederico Gonçalves Pereira

Vieira de Almeida
Rua Dom Luís I, 28
1200-151 Lisboa
Portugal

Tel: +351 21 311 3400
Fax: +351 21 311 3406
Email: fgp@vda.pt
URL: www.vda.pt

Frederico joined VdA in 1995 and was made Partner in 1999. He has been Head Partner of the Litigation & Arbitration Law practice group since then. In such capacity he has been involved in many cases representing several domestic and international clients in disputes involving commercial law before judicial courts, as well as in arbitration before Portuguese and international entities. In addition, he has been active in out-of-court negotiations involving Groups of Companies and Public Entities. More recently, he has gained extensive experience in insolvency and restructuring under Portuguese law, having represented clients in many of the most important cases in Portugal in the past five years.

Published works

Participates as a speaker in conferences and seminars on arbitration matters and has published several articles, namely:

- Temporary Employment – Some Remarks, 1990.
- Credit Cards, 1991.
- Commercial Law – Study Elements (co-authorship), 1994.
- Voting Prohibition System and article 58, 1 b) of the Portuguese Companies Act – Vote and Abusive Resolutions of the Companies' Shareholders, 1994 (Masters' Dissertation).
- Arbitrator Status, 2012.
- Comment on the Portuguese Arbitration Law (co-authorship), 2013.


Rui Andrade

Vieira de Almeida
Rua Dom Luís I, 28
1200-151 Lisboa
Portugal

Tel: +351 21 311 3400
Fax: +351 21 311 3406
Email: rsa@vda.pt
URL: www.vda.pt

Rui joined VdA in 2015. He is a Partner in the Litigation & Arbitration practice. He has an extensive experience coordinating matters of litigation, arbitration and labour in Angola, Mozambique, East Timor, Equatorial Guinea, São Tomé and Príncipe, Guinea Bissau and Cape Verde, representing and advising the most relevant national and international companies, including oil industry corporations.

Published works

While Head of the Office of the Portuguese Secretary of State for Consumer Policy, was the author and co-author of various laws, including the Law on Minimum Banking Services and the Law on Special Sales. He is also the author of "The Education of Consumers – Rights and Duties of Consumers" (1997) and an insurance handbook, "*Vocabulário de Seguros*" (2002).



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59 Tanner Street, London SE1 3PL, United Kingdom
Tel: +44 20 7367 0720 / Fax: +44 20 7407 5255
Email: info@glgroup.co.uk

www.iclg.com