Dispute Resolution
Around the World

Belgium
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1. Legal System

Belgium is a federal state formed as a constitutional monarchy in 1830 with a civil law system strongly influenced by French law. Belgium has had a written Constitution since 1831. The Constitution contains the general principles of the federal system, including provisions protecting individuals from abuse of power. It also lays down the principal functions of legislative, executive and judicial powers in the state.

Communities and regions have their own legislative and executive bodies with jurisdiction over particular matters. There is no hierarchy between national statutes, and the statutes enacted by the communities and regions are of equal authority.

In principle, case law precedents have no legally binding force. In practice, decisions of the highest courts have strong persuasive authority, especially when confirmed repeatedly.

2. Courts

Jurisdictional Courts

The Justice of the Peace

A Justice of the Peace hears cases in each of the 187 judicial cantons. The Justice of the Peace is a single-judge court. With limited exceptions any commercial and civil dispute not involving more than EUR1,860 must be dealt with by the Justice of Peace. The Justice of the Peace has exclusive jurisdiction in some matters irrespective of the amount, such as leases of real property.

The Police Court

There are 32 Police Courts, which are single-judge courts. The Police Court is a criminal court which mainly deals with traffic accidents and minor offences.
The Court of First Instance

A Court of First Instance is located in each of the 27 judicial districts. The Court of First Instance is divided into civil, criminal and juvenile divisions, each composed of one or more chambers consisting of one or three judges, including specialized tax chambers.

The Court of First Instance has jurisdiction in most matters involving more than EUR1,860 and exclusive jurisdiction in some matters, such as the recognition and enforcement of foreign judgments. Every Court of First Instance has one or more Judges of Seizure who deal with the enforcement of orders and pre-trial attachments.

The Labour Court

There is a Labour Court in every judicial district, presided over by a professional judge assisted by two lay judges, one of whom is an employer representative and the other a union representative. The Labour Court hears all disputes on employment matters as well as disputes involving works councils or committees.

The Commercial Court

Each judicial district also has a Commercial Court headed by a professional judge assisted by two lay judges. The Commercial Court has jurisdiction to hear cases involving commercial disputes and has exclusive jurisdiction in areas such as bankruptcy proceedings.

Court of Appeal

There are five Courts of Appeal, located in Brussels, Antwerp, Ghent, Mons and Liège. Each Court of Appeal is composed of civil, criminal, tax and juvenile chambers. Cases are generally assigned to a chamber with three judges. A Court of Appeal hears appeals against decisions of the Court of First Instance and the Commercial Court and some other types of case as required by law. A separate Labour Court of Appeal hears appeals against decisions of the Labour Court. A party may bring an appeal without the consent of the Court of First Instance.
The Supreme Court

The Supreme Court is the highest civil and criminal court and is composed of three chambers, one for civil and commercial matters, one for criminal and police matters and one for labour matters. There is an Attorney-General in the Supreme Court, who acts as Public Prosecutor.

Supreme Court decisions are normally rendered by five judges. In general, the Supreme Court does not reconsider the facts of a case, but only reviews the issues of law raised in a decision of a lower court. If it upholds an appeal, this renders the original decision null and void, and the case is referred back to an appropriate court for retrial.

Administrative Courts

The Council for Alien Disputes

The Council for Alien Disputes is an administrative court that hears cases with regard to the residence status of aliens. In cases that are unrelated to asylum, it can only annul or suspend decisions on the basis of excess or abuse of power or if it considers that essential procedural requirements have been violated.

The Council for Exam Disputes

The Council for Exam Disputes is an administrative court that hears cases with regard to decisions on the progress of studies taken by institutions of higher education in the Flemish Community. It can annul decisions if it considers that these decisions violate legislation or education and exam regulations of the concerned institution or the principles of proper administration. If a decision is annulled, the Council can give directives to the concerned institution with regard to the decision that must be taken. Decisions can be taken in a short time.

The Council for Permit Disputes

The Council for Permit Disputes is an administrative court that hears cases with regard to building permits in the Flemish Region. It can
annul or suspend decisions if it considers that these decisions violate legislation, building regulations or the principles of proper administration. If a decision is annulled, the Council can give directives to the concerned administration with regard to the decision that must be taken.

The Council of State

The Council of State is the highest administrative court. It has both a legal and an administrative section. The legal section advises the Belgian legislator. Its administrative section has a judicial function. It can overturn decisions of government officials and regulations of other administrative authorities and state agencies on the basis of excess or abuse of power or if it considers that essential procedural requirements are violated. Many of the cases before the Council of State arise from disputes over environmental and building permit matters. Since the establishment of the Council for Permit Disputes, cases with regard to building permits in the Flemish Region are no longer heard by the Council of State.

The Council of State also acts as Supreme Court for decisions of the Council for Alien Disputes, the Council for Exam Disputes and the Council of Permit Disputes.

The Constitutional Court

The Constitutional Court determines whether laws, ordinances or decrees violate the Constitution and deals with conflicts between communal and regional decrees. A claim can be filed with the court by the authorities or by any interested party. Any court can refer a question to the Constitutional Court.

In addition to the courts mentioned above, the court system also includes Military Courts and Jury Courts. These do not deal with commercial matters and are therefore not within the scope of this site.
3. Legal Profession

The legal profession is regulated by special provisions of the Code of Civil Procedure and by the Bar Associations. In each of the 26 judicial districts, there is a local Bar Association, and each has a Bar Council presided over by a President of the Bar.

Generally, only attorneys (avocats/advocaten) are entitled to represent their clients before the courts. Attorneys may bring cases before any court in Belgium, except civil cases before the Supreme Court, where a party has to be represented by one of the attorneys appointed to the Supreme Court.

4. Litigation

Language

Proceedings which are conducted in a unilingual region are usually conducted in the language of that region. For example, proceedings in the north of Belgium are in Dutch, whereas those in the south are in French. In the Brussels region, a claimant may choose to initiate proceedings in either of these two languages. The defendant may ask to have the proceedings transferred to the court of another language. The language of the decision rendered in the first instance will also determine the language of the proceedings in any subsequent appeal.

Commencing Proceedings

Civil proceedings in Belgium are governed by the Code of Civil Procedure (1967). Proceedings can be initiated either by a writ of summons, by a petition or by the voluntary appearance of the parties. The latter method is less expensive, but rarely used because in most cases the defendant is unlikely to co-operate.

The writ of summons, which is the usual method of initiating proceedings, has to be served by a bailiff and sets out the claimant’s case and the date and location of an introductory court hearing. This hearing will usually take place at least eight days after the delivery of
the writ, but that term can be reduced in urgent cases or extended if the defendant lives outside Belgium.

**Introductory Hearing**

Cases that only require limited debate, such as the recovery of undisputed claims and requests for the appointment of a court expert, will normally be decided at the introductory hearing or shortly after.

In cases that require a more extensive exchange of arguments, the parties can always agree to a calendar to submit their respective arguments. If at the introductory hearing the parties do not agree to such a calendar, or to an adjournment of the case, the court should normally establish a calendar itself. In practice, this is not always the case.

If the defendant does not attend the hearing, the judge may render a judgment in default.

The claimant serves his documentary evidence on the defendant and must ensure that the defendant receives the documents.

**Security for Costs**

A claimant may be ordered to pay the defendant’s costs of the proceedings or to pay damages caused by frivolous or vexatious proceedings.

A Belgian defendant facing a foreign principal claimant or intervening party may ask for security for costs. This request must be made in the first document setting out the defendant’s arguments. The court will then determine whether security will be ordered and, if so, how much. Several bilateral and multilateral conventions provide exemptions to the obligation to give security for costs. Residents of EU Member States are not required to provide security.
Disclosure of Documents

Parties must provide the other party with all documents on which they rely. A “document” includes all written or printed documents, drawings, plans, pictures, objects, instruments, etc. Documents only have to be submitted if they are referred to in the writ of summons or briefs or if the claim or defence is based on them.

There is no obligation to submit documents which are harmful to a party’s case. However, when a party is shown to hold a document which could prove or disprove a fact that is relevant to the case, the judge can order that party to submit the document.

Evidence

Each party has to prove its claim. As in most civil law countries, documentary evidence is the most important type of evidence.

The law distinguishes between public and private deeds. Public deeds are drafted by a public officer such as a notary public, judge, court clerk, registrar, etc. Private deeds are written documents prepared without the involvement of a public officer. A public deed has a particular probative value as to the facts noted by the public officer (such as the date of signature or the identity of the signatories). Public and private deeds have the same probative value as to their content. The content is deemed to be true and does not have to be proved unless it has been contested.

In general, oral evidence is not permitted in claims exceeding EUR375. For claims below this amount, oral evidence may be permitted, but does not override documentary evidence. In commercial and labour cases, a judge can allow witnesses to testify even if there is written evidence to support a claim.

The Act of July 16, 2012 regulated the use of written testimonies. Witnesses are now allowed to submit their testimonies in writing to the court, provided that a number of formal conditions are met. The
evidentiary force conferred on such written testimonies is limited to a presumption that can be rebutted by proof to the contrary.

Expert surveys are an important feature. An expert survey is a means of evidence-gathering in technically complex cases. It may be ordered by the court at the request of one of the parties or on the initiative of the court itself. The expert’s role is set out in detail by the court. The expert can only advise on technical matters. The parties must collaborate in the survey (e.g., attend meetings, inform the expert and provide documents to allow him to assess the technical elements of their case). The judge may draw the appropriate conclusions from any lack of collaboration.

The expert will draft a report containing the results of his or her investigations, which is submitted to the judge. The final report of the expert is often an essential piece of evidence, but it is not binding on the court. In practice, the judge will usually adopt the expert’s conclusions, but if not, the judge must give reasons.

An application to appoint an expert can also be made to the President of the Court during interim proceedings if the matter is urgent.

In the past several years, the use of electronic evidence has increased significantly, allowing the parties to use any probative information stored or transmitted in digital form. Belgium adopted the Act of October 20, 2000 introducing the use of telecommunication and the electronic signature in judicial and extrajudicial procedures. Accordingly, a signature created by an electronic device to identify the signatory of a legal act may not be denied legal effectiveness and admissibility as evidence in legal proceedings. It is, however, only acknowledged as equivalent to a hand-written signature if it satisfies a number of technical security criteria.

On August 5, 2006, the Act on Electronic Evidence was voted into law, changing several articles of the Judicial Code relating to the notification and service of deeds by electronic means. In this Act, electronic and postal mail are treated as equivalent, and reference is
made to the judicial data system Phenix, subsequently renamed ‘Cheops’, but not yet implemented and executed in practice. Notwithstanding the fact that this is a valuable legal initiative, the date of commencement of most of the articles in this Act has been postponed to January 1, 2015.

Up until now, there is no specific procedure to regulate the collection, preservation and presentation of electronic evidence in court. Nonetheless, the general rules and procedures for traditional evidence are applied by analogy.

The Hearing

The oral hearings take place after the exchange of briefs and exhibits by the parties. If a calendar was set at the introductory hearing, the hearing date is known from the start. If this was not the case, the parties can request the court to fix a hearing date.

Civil hearings are open to the public. Parties may plead in person or through their legal representative. A judge may order a party to be represented by a lawyer if he considers that he cannot represent himself adequately. After the oral pleadings, the judge will deliberate and a written judgment should normally be given within one month. No deliberation may exceed three months.

Remedies

Judicial remedies can be granted by a court based on legal provisions or based on a contract.

Judicial Remedies

Interim Measures before the President of the Court

An urgent matter may require interim measures such as an injunction. An application for interim measures is made to the President of the Court of First Instance, the Labour Court or the Commercial Court, depending on the subject matter of the dispute. In general, the request must be urgent, and the claimant must face a threat of imminent
damage if no interim measures are granted. The President of the Court may only act on a temporary basis and will not decide the merits of the case. Proceedings seeking interim measures are initiated by a writ of summons, or in extremely urgent cases by one party petitioning the court. The procedure is expedited, if necessary without an exchange of briefs. The decision of the President is immediately enforceable, but is not binding on the judge who will hear the case on the merits and issue the final judgment.

Cessation Order

In cases alleging unfair trade practices or unfair competition in the business environment, the President of the Commercial Court can grant a cessation order to prevent a party from carrying on an unfair trade practice or requiring him to take certain steps to preserve the status quo until the rights of the parties have been finally determined. There is no requirement for urgency. The proceedings are conducted as interim proceedings, but the President of the Court will also decide the merits of the case. The President may also impose a fine on a defendant for any violation of a cessation order, but cannot award damages.

Protective Remedies

The court may order protective measures such as the sequestration of goods or the appointment of an administrator where the ownership of property is in dispute. Sequestration may be ordered to continue until the question of ownership has been decided. If a matter is urgent, the court can suspend a debtor’s rights to deal with assets. The court may designate a provisional administrator to act on behalf of the debtor. This measure is designed to avoid insolvent debtors disposing of their assets.

Freezing Injunctions

A claimant may apply for an order preventing the debtor from selling or moving his assets in cases of urgency. The claimant must show that
the defendant is or will become insolvent if he does not act quickly and that the debt is established, payable and there is no real dispute about it. The defendant may challenge the order; otherwise, it remains valid for three years.

If a creditor wants to start garnishment proceedings, a court injunction can be applied for, although this is not strictly necessary.

Other Remedies

General Remedies for Breach of Contract

Remedies for breach of contract include specific performance and compensatory damages. In contracts with reciprocal and simultaneous obligations (e.g., sales contracts) two additional remedies are available - the cancellation of the contract and the suspension of a party’s obligations when the other party has defaulted in performance.

If specific performance is impossible, a judge will award damages. Damages include actual expenses and lost profits. The court can also award compensation for damage to reputation.

Contractually Agreed Remedies

Contracts may provide for indemnification, penalty clauses, cancellation of the contract, and warranties. Contracting parties are free to determine the scope of indemnification in the contract, subject to some limitations. A penalty clause (where a party promises to pay a fixed sum by way of damages if he fails to perform the contract) is invalid if the amount is manifestly larger than the potential damages which the parties could foresee at the time they entered into the contract. Furthermore, whether the court will enforce this clause in case of breach of contract will depend on the court’s assessment of the reasonableness of the indemnification clause. Limited liability clauses will in general only be valid if willful misconduct is not excluded and if the contract does not become meaningless if the limitation is given effect.
Recovering Legal Costs

The victorious party is awarded a compensation for legal proceedings, which is considered to be a lump sum allowance for attorney’s costs and fees.

This compensation is determined in relation to the amount of the claim and can be modulated by the judge at the request of the parties on the basis of four criteria:

- financial capacity of the losing party, in order to lower the amount of compensation;
- complexity of the case;
- contractually provided compensations for the winning party;
- the apparently unreasonable character of the situation.

The basic, maximum and minimum amounts have been determined by Royal Decree of 26 October 2007 and for claims that can be valued in money are the following:

<table>
<thead>
<tr>
<th>Claim</th>
<th>Basic amount</th>
<th>Minimum amount</th>
<th>Maximum amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>From EUR0 to 250.00</td>
<td>EUR165</td>
<td>EUR82.50</td>
<td>EUR330</td>
</tr>
<tr>
<td>From EUR250.01 to 750.00</td>
<td>EUR220</td>
<td>EUR137</td>
<td>EUR550</td>
</tr>
<tr>
<td>From EUR750.01 to 2,500.00</td>
<td>EUR440</td>
<td>EUR220</td>
<td>EUR1,100</td>
</tr>
<tr>
<td>From EUR 2,500.01 to 5,000.00</td>
<td>EUR715</td>
<td>EUR412.50</td>
<td>EUR1,650</td>
</tr>
<tr>
<td>Claim</td>
<td>Basic amount</td>
<td>Minimum amount</td>
<td>Maximum amount</td>
</tr>
<tr>
<td>-------</td>
<td>--------------</td>
<td>----------------</td>
<td>---------------</td>
</tr>
<tr>
<td>From EUR 5,000.01 to 10,000.00</td>
<td>EUR990</td>
<td>EUR550</td>
<td>EUR2,200</td>
</tr>
<tr>
<td>From EUR 10,000.01 to EUR 20,000.00</td>
<td>EUR1,210</td>
<td>EUR687.50</td>
<td>EUR2,750</td>
</tr>
<tr>
<td>From EUR 20,000.01 to EUR 40,000.00</td>
<td>EUR2,200</td>
<td>EUR1,100</td>
<td>EUR4,400</td>
</tr>
<tr>
<td>From EUR 40,000.01 to EUR 60,000.00</td>
<td>EUR2,750</td>
<td>EUR1,100</td>
<td>EUR5,500</td>
</tr>
<tr>
<td>From EUR 60,000.01 to EUR 100,000.00</td>
<td>EUR3,300</td>
<td>EUR1,100</td>
<td>EUR6,600</td>
</tr>
<tr>
<td>From EUR 100,000.01 to EUR 250,000.00</td>
<td>EUR5,500</td>
<td>EUR1,100</td>
<td>EUR11,000</td>
</tr>
<tr>
<td>From EUR 250,000.01 to EUR 500,000.00</td>
<td>EUR7,700</td>
<td>EUR1,100</td>
<td>EUR15,400</td>
</tr>
<tr>
<td>From EUR 500,000.01 to EUR 1,000,000.00</td>
<td>EUR11,000</td>
<td>EUR1,100</td>
<td>EUR22,000</td>
</tr>
<tr>
<td>Above EUR 1,000,000.01</td>
<td>EUR16,500</td>
<td>EUR1,100</td>
<td>EUR33,000</td>
</tr>
</tbody>
</table>

For claims that cannot be valued in money, the following amounts have been determined:

<table>
<thead>
<tr>
<th>Claim</th>
<th>Basic amount</th>
<th>Minimum amount</th>
<th>Maximum amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not valuable in money</td>
<td>EUR1,320</td>
<td>EUR82.50</td>
<td>EUR11,000</td>
</tr>
</tbody>
</table>
Exceptions to these amounts exist (e.g., cases heard by labour courts).

In cases where an expert is appointed, the judge can decide which advance payments should be made by the parties during the expert survey. At the end of the trial, the court decides which party will have to bear the expert’s fees. The court usually orders the losing party to pay.

Appeals

Decisions of a Justice of the Peace cannot be appealed if the value of the claim does not exceed EUR1,240. Decisions of the Court of First Instance and of the Commercial Court cannot be appealed if the value of the claim is less than EUR1,860. Decisions of the Labour Court are always appealable.

Appeals must be lodged within a strict time frame, generally one month after the official notification of the judgment. The courts will dismiss appeals if they are filed late.

If the time to appeal starts and expires during the summer recess (July and August), the term will be extended by fifteen days from the start of the judicial year in September.

Opposition Proceedings

The defendant may file opposition proceedings if a judgment has been rendered by default. He must do so within one month from the official notification of the judgment. The case will then be reheard by the same court. However, if the defendant is absent for a second time, he will not be allowed to apply for a third hearing.

Appeal to a Higher Court

The Court of First Instance and the Commercial Court serve as appellate courts for certain decisions of the Justice of the Peace. The Court of Appeals and the Labour Court of Appeals are appellate courts for decisions rendered by the Court of First Instance, the
Commercial Court and the Labour Court. The time to file an appeal is one month from the official notification of the first judgment.

An appeal may be launched by filing a petition with the appellate court. Appellate proceedings suspend the enforcement of the judgment rendered in the First Instance proceedings, unless the judgment was declared provisionally enforceable.

Appeal to the Supreme Court

The parties may appeal to the Supreme Court against decisions of the Court of Appeal and against appellate decisions of lower courts on decisions of the Justice of the Peace and the Police Courts. The jurisdiction of the Supreme Court is limited in its scope, since it will not re-examine the entire case, but only the questions of law brought to its attention by the parties. The time to file a petition before the Supreme Court is three months from the official notification of the appellate court’s decision. A party does not need permission from a lower court to appeal to an appellate court or to the Supreme Court.

Third Party Opposition

Anyone who was not a party to a case, but whose rights have been adversely affected by the judgment, can oppose the court’s decision. The third party must do so within three months of being officially notified of the judgment. If the third party does not receive any official notification, it must oppose the decision within 30 years of the judgment being delivered.

5. Enforcement of Judgments

Generally, only a final and binding Court judgment is enforceable. However, decisions from a Court of First Instance can be enforced even if appeal proceedings are pending, provided that the first-instance court has declared it to be provisionally enforceable.
The losing party is expected to satisfy or comply with a final and binding judgment voluntarily, but if the losing party refuses to pay, the winning party may enforce the judgment.

On 31 January 2011, the Central Database of Reports Concerning Attachment came into effect. It is now possible to consult all reports published from that date in respect of attachment, delegation, transfer and collective debt settlement in a centralized digital system.

**Executory Attachment**

If a losing party fails to comply with a judgment, the successful party may have the debtor’s movable goods or real estate attached as security for the amount awarded by the court. The attachment is to the benefit of all known creditors. Judgments can only be enforced after a bailiff has notified the party whose assets are to be attached.

**Unseizable Amounts and Property**

The Code of Civil Proceedings lists goods which cannot be seized from a debtor. In essence, they are goods and utensils necessary for everyday life and employment. The amount of income from employment which can be attached is limited.

States and certain state-owned entities benefit from enforcement immunity. Traditionally only *acta iure imperii* (acts involving the exercise of sovereign authority) benefit from such immunity. *Acta iure gestionis* (acts unrelated to the exercise of sovereign authority) do not benefit from immunity.

With regard to goods owned by states or state-owned entities, the destination of those goods will determine whether or not enforcement immunity can be claimed. Goods destined for activities under private law can be seized. Goods destined for activities relating to the exercise of sovereign authority cannot be seized.

Under Belgian law, a particular immunity exists in favour of cultural goods belonging to (1) a foreign state, (2) one of its regions or (3) a
state entity vested with state sovereignty, when these cultural goods are situated on the Belgian territory in the framework of a public and temporary exhibition (e.g., paintings). Cultural goods destined for economical or commercial activities under private law do not benefit from enforcement immunity.

Recognition and Enforcement of Foreign Judgments

A foreign court’s decision will have effect in Belgium only if a Belgian court provides its assistance and enforces the judgment. There are three types of enforcement procedure:

(1) If there is no bilateral or multilateral treaty between Belgium and the country where the initial decision was rendered, an order must be obtained from the Court of First Instance to enforce a judgment (except in insolvency proceedings). For example, decisions rendered by courts in the United States are subject to this procedure of enforcement. The court will not render such an order, in the following cases, amongst others:

- If the consequences of the foreign judgment would be contrary to Belgium’s public policy
- If the rights of the defence have been violated
- If the Belgian courts had exclusive jurisdiction over the case

(2) Belgium is a party to many bilateral treaties for the enforcement of foreign judgments. Such treaties generally provide for enforcement after obtaining an order of the court. The courts will enforce judgments of courts in contracting states where the conditions provided by the treaty are fulfilled.

(3) European Regulation (EC) 44/2001 simplifies the formalities for recognition and swift enforcement of any judgment rendered by a court in another Member State by a uniform procedure. The procedure is very efficient and quick. The
Court of First Instance is, the competent authority designated by Belgium to examine applications. In uncontested claims, it is also possible to apply for a “European Enforcement Order” under Regulation (EC) No 805/2004. If such an order has been obtained, no further enforcement proceedings are necessary.

6. Arbitration Law

Belgium is a party to most of the basic international conventions with respect to arbitration, including the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 10 June 1958) and the European convention on International Commercial Arbitration (Geneva, 21 April 1961). In addition, Belgium has signed several bilateral arbitration conventions concerning the recognition and enforcement of arbitral awards. When applicable, the rules contained in these international conventions take precedence over the common rules on arbitration contained in the Code of Civil Procedure.

Belgian arbitration legislation is based on the Uniform Law of the Strasbourg Convention of 28 January 1966. This Convention was implemented in Belgium by the Act of 4 July 1972 and incorporated in the Judicial Code (art. 1676-1723). Subsequently, some of these provisions were altered by the Acts of 27 March 1985 and 19 May 1998.

Role of the Courts in Arbitration

As a general rule, any dispute which arises out of a civil or commercial relationship and which can be terminated by settlement agreement may be submitted to arbitration. This general principle is, however, subject to exceptions. Disputes may not be submitted to arbitration if specific laws prohibit this, or if they cannot be terminated by settlement agreement.

If a dispute that is subject to arbitration is brought before a court, the court must, upon request of either party, rule that it lacks jurisdiction,
unless the arbitration agreement is invalid or has ceased to exist. The parties may waive their rights under the arbitration agreement and decide to bring the dispute before the ordinary courts. Nevertheless, a party to an arbitration agreement may turn to a court with the purpose of obtaining conservatory measures or interim relief, without being deemed to have waived its rights.

**Institutional and Ad Hoc Arbitration**

The most important arbitration institution in Belgium is the CEPANI–CEPINA (Belgian Centre for National and International Arbitration) based in Brussels. Its administration is efficient, and its rules are modern and efficient.

There are no prohibitions on parties making use of any international arbitration institution. Arbitrations conducted under the auspices of institutions such as the ICC regularly take place in Belgium. There are no prohibitions on ad hoc arbitrations being conducted in Belgium.

**Enforcement of Arbitration Awards**

The execution of an arbitral ruling requires an exequatur decision from the President of the Court of First Instance. The exequatur decision can only be refused on limited grounds. The president may only dismiss the request if the award or its enforcement is contrary to public policy, or if the dispute could not be submitted to arbitration.

Belgium is also a party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958, which provides for mutual recognition and enforcement of arbitral awards in countries which are parties to the Convention. Under the Convention, arbitral awards of foreign countries that are parties to the Convention are enforceable in Belgium with the leave of the court, in the same manner as a judgment or order of the Belgian court.
Appealing and Setting Aside an Arbitral Award

An arbitral award is final and binding on the parties, unless expressly agreed otherwise by the parties. The award is only subject to annulment proceedings before a Court of First Instance. The grounds for annulment limited, however, and include the following:

- The award is contrary to public policy.
- The dispute could not be submitted to arbitration.
- There was no (valid) arbitration agreement.
- The arbitral tribunal exceeded its jurisdiction or was irregularly constituted.
- The award was obtained by fraud or based on evidence that had been declared false by a court.

It is not possible to appeal an arbitral award before a court on the ground of error in the application of the law.

7. Alternative Dispute Resolution

On 30 September 2005, the Belgian Law on Mediation dated 21 February 2005 came into force and was implemented in the Code of Civil Procedure (art. 1724 – 1737).

Under the Belgian Law on Mediation, any dispute which can be terminated by settlement agreement may be submitted to mediation. Mediation proceedings may end with an agreement between the parties that – unlike an arbitral award – is not enforceable.

A mediation initiative can be launched in the absence of a contractual mediation clause, and it can be used in contractual and non-contractual matters.

The Belgian Law on Mediation distinguishes between two categories of mediation: voluntary mediation, which is not linked to existing
legal proceedings, and court-instigated mediation, which takes place within the framework of existing legal proceedings. These two types of mediation have some of the same characteristics, namely (1) the intervention of an accredited mediator, (2) the possibility of conferring the status of a court order to the agreement entered into as a result of the mediation and (3) the limited suspension of periods of limitation.

The successful outcome of a mediation results in a settlement agreement that is binding on the parties, but they cannot enforce or appeal this agreement. If enforcement of the agreement becomes necessary, the interested party has to go to court to seek judicial ratification of the settlement agreement. However, according to European Directive 2008/52/EC, it should be possible in the future to request that a written agreement resulting from mediation be enforced. In the meantime, it is possible to have the mediation agreement approved by a judge in conformity with articles 1733 and 1736 of the Judicial Code.

Mediation is admissible in civil law (including family disputes), commercial law, employment law and – under limited circumstances – criminal law. By statute dated 22 June 2005, mediation was introduced into the Belgian Code on Criminal Procedure to the extent that the civil liability aspects of criminal acts are concerned.

By introducing mediation into the Belgian Code of Civil Procedure, the Belgian legislature has promoted mediation to the status of a full-fledged instrument for dispute resolution.
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