

EGYPT



INTRODUCTION

Egypt is a civil law jurisdiction based on the French Civil Code. Sources of Egyptian law include the Constitution, legislation, custom and practice. The Constitution provides the salient legal principles that Parliament should observe while passing any legislation. The legislation (which takes the form of codes) provides the detailed legal text by which citizens should abide.

The main code in Egypt is the Egyptian Civil Code, which governs the daily transactions between individuals. This code is supported by specialised codes (eg, the Commercial Code, the Companies' Code, etc). The Penal Code deals with criminal actions.

LITIGATION

1. WHAT IS THE STRUCTURE OF THE LEGAL PROFESSION?

Advocates can practise in Egypt either as sole practitioners or through a partnership with other advocates. Lawyers in Egypt are called advocates; there is no split profession. A licensed advocate has rights of audience before the courts, although there are specific requirements as to experience at each level of the court structure. Advocates also draft and notarise agreements and advise clients.

Pursuant to the requirements of the Egyptian Bar Association, only Egyptian nationals with a law degree from an Egyptian university or a recognised foreign university can practise law in Egypt. Overseas lawyers are prohibited from practising law in Egypt (whether Egyptian law or any other) unless reciprocal treatment is offered to Egyptian lawyers in the country in which the overseas lawyer is recognised to practise.

2. WHAT IS THE STRUCTURE OF THE COURT SYSTEM?

The main courts in Egypt for hearing civil and criminal cases are divided as follows:

- Courts of First Instance have jurisdiction to hear cases where the disputed amount is more than EGP 40,000 (otherwise they are heard in District Courts)
- the Court of Appeal

- the Court of Cassation (the highest court in Egypt from which there is no appeal)

In addition, a Supreme Constitutional Court governs disputes relating to the constitutionality of laws and regulations.

Furthermore, specialised courts exist, including Family Courts, Military Courts, Economic Courts and the Council of State as the administrative judicial court.

3. WHAT ARE THE TIME LIMITS FOR BRINGING CIVIL CLAIMS?

The time limits for bringing civil claims are stated in the Civil Code. These generally vary, based on the subject matter, from one year to 15 years. The general limitation according to article 374 of the Civil Code is that a right expires after 15 years from the date on which such right arose. This is subject to the following exceptions:

- the right to sums recurring periodically such as rent, interest, periodical payments, salaries, wages and pensions expire after five years, even if the debt is admitted by the debtor. However, debt sums recurring periodically in respect of bad faith debtor expire after 15 years (article 375 of the Civil Code)
- the fees of physicians, pharmacists, lawyers, engineers, experts, trustees in bankruptcy, brokers, professors or teachers expire after five years, provided that such fees are due as remuneration for work conducted within the scope of their professions or in payment of expenses incurred by them (article 376 of the Civil Code)
- claims relating to taxes and dues owing to the State expire after five years from the end of the year in which they fell due (article 91 of the Income Tax Law)
- the right to annul a contract expires within three years from the date on which a party becomes entitled to annul such contract (article 140 of the Civil Code)
- the right of a purchaser to request a reduction in the price/the excess paid, or cancellation of contract in respect of deficient sold items expires one year from the date of actual delivery of the item sold (article 434 of the Civil Code)
- breach of warranty claims expire one year from the date of delivery of the sold item, even if the purchaser discovers the defect after the expiration of this period, unless the seller agrees to be bound by the warranty for a longer period (article 452 of the Civil Code)
- claims related to an administrative decision issued by the Government expire 60 days from the date of the decision

4. ARE COMMUNICATIONS BETWEEN A LAWYER AND HIS CLIENT PRIVILEGED (IE, PROTECTED FROM DISCLOSURE TO A COURT/TRIBUNAL AND OPPOSING PARTIES)?

Yes. According to article 79 of the Egyptian Bar Association Law, communications between a lawyer and his or her client are privileged unless the lawyer is requested by the client to reveal them in court in order to defend their interests. Article 66 of the Egyptian Evidence Law further states that attorney-client privileged information is confidential and must not be disclosed even after retirement.

The lawyer may be requested to disclose the information as appropriate if the information indicates commission of a felony or misdemeanour by the client (article 65 of the Egyptian Bar Association Law and article 66 of the Egyptian Evidence Law).

The above-mentioned provisions of the Egyptian Bar Association apply also to in-house counsel.

5. HOW ARE CIVIL PROCEEDINGS COMMENCED, AND WHAT IS THE TYPICAL PROCEDURE WHICH IS THEN FOLLOWED?

The claimant files their claim (which comprises a memorandum of claim) with the relevant court, and the court bailiff must deliver a copy of the claim to the defendant and inform him or her of the time and date of the hearing. Once served, the defendant must submit a memorandum with a defence at least three days prior to the first hearing (article 65 of the Civil and Commercial Procedures Law).

If the defendant does not attend the first hearing because he or she was not duly notified of the claim in time, the court will postpone the hearing until the defendant has been notified (article 84 of the Civil and Commercial Procedures Law). In practice lawyers sometimes avoid receiving the notice so as to postpone the hearing as this gives them more time to prepare for the hearing. Usually, when the defendant attends the first hearing he or she requests a postponement so as to review the case files and fully prepare his or her defence.

6. WHAT IS THE EXTENT OF PRE-TRIAL EXCHANGE OF EVIDENCE, AND HOW IS EVIDENCE PRESENTED AT TRIAL?

In practice, there is no pre-trial exchange of evidence in Egypt. Although the Civil and Commercial Procedures Law allows for the parties to provide their evidence when filing the claim or defence, it is more usual for it to be delayed until the trial where parties present both the oral and documentary evidence on which they rely. There is no requirement for a party to provide evidence which may assist the counterparty's case. Pursuant to article 87 of the Egyptian Evidence Law witnesses are cross-examined.

Article 135 of the Egyptian Evidence Law provides for the court appointment of up to three experts (if necessary). Upon the appointment of the expert(s), the expert's report/findings may be viewed as part of the trial and be adduced as evidence.

7. TO WHAT EXTENT ARE THE PARTIES ABLE TO CONTROL THE PROCEDURE AND THE TIMETABLE? HOW QUICK IS THE PROCESS?

The procedural timetable is enshrined in the Civil and Commercial Procedures Law and does not afford much flexibility to the parties. However, there are various tactics the parties can use deliberately to slow down the litigation. In some cases lawyers may challenge the authenticity of documents, or demand the recusal of the court.

The court process is usually slow and complex. The courts may take three to five years to issue a final judgment. This will depend on the nature of the case and the sophistication of the judge. The promulgation of the Economic Courts in 2008 has reduced the period that courts may take in reviewing cases to determine their jurisdiction.

8. WHAT INTERIM REMEDIES ARE AVAILABLE TO PRESERVE THE PARTIES' INTERESTS PENDING JUDGMENT?

The following interim measures may be available:

- a preservation order to prevent the parties' interests being destroyed, damaged or lost
- protective seizure of a counterparty's assets
- appointing a legal guardian over the subject matter of the dispute pending final judgment

In practice either party may request such remedy through filing a claim with a specialist judge. A hearing will be held where both parties present their cases and a final judgment is rendered.

9. WHAT MEANS OF ENFORCEMENT ARE AVAILABLE?

Separate proceedings must be filed to enforce a judgment. The enforcement methods provided for by the Civil and Commercial Procedures Law include seizure of property (movable and immovable) and/or cash. Applications for a charging order and/or the appointment of a receiver are made through a petition submitted to a specialist judge.

In practice, enforcing a court judgment is not an easy process. It can be a very lengthy and bureaucratic process which, in some cases, might take more time than the time involved in obtaining judgment.

10. DOES THE COURT HAVE POWER TO ORDER COSTS? ARE FOREIGN CLAIMANTS REQUIRED TO PROVIDE SECURITY FOR COSTS?

In practice, costs lie where they fall irrespective of the outcome of the case. The judge may ask the losing party to pay some costs to the court (for example, the judicial fees); however, the court does not usually order the losing party to pay the winning party any costs.

Foreign claimants are not required to provide security for costs.

11. ON WHAT GROUNDS CAN THE PARTIES APPEAL, AND WHAT RESTRICTIONS APPLY? IS THERE A RIGHT OF FURTHER APPEAL? TO WHAT EXTENT IS ENFORCEMENT SUSPENDED PENDING AN APPEAL?

The right of appeal is a legislative right based on any one of the following grounds:

- the court did not have jurisdiction to hear the dispute
- the judgment is void
- procedural irregularities

Articles 227 and 252 of the Civil and Commercial Procedures Law provides that the appeal must be filed within 40 days (for appeals against decisions of the Court of First Instance) and 60 days (for appeals from the Court of Appeal to the Court of Cassation). It is not open for the parties to present new evidence on appeal before the Court of Cassation (article 233 of the Civil and Commercial Procedures Law). In general, enforcement of the decision of the Court of First Instance is suspended until the appeal is decided by the Court of Appeal, although suspension of enforcement is not automatic on appeal from the Court of Appeal to the Court of Cassation.

12. TO WHAT EXTENT CAN DOMESTIC AND/OR FOREIGN STATE ENTITIES CLAIM IMMUNITY FROM CIVIL PROCEEDINGS?

There is no explicit legislation in relation to State sovereign immunity. Egyptian State entities do not enjoy sovereign immunity from civil proceedings. Any party has the right to bring legal action against State entities and has the right to enforce any final judicial verdict issued by a competent Egyptian court or arbitration panel against Egyptian State entities.

As a general principle, the assets of the Egyptian Government are divided into public assets and private assets. Public assets are any fixtures or movables, owned by the Government or public entities, and allotted for public interest, such as water or electricity utilities. Public assets are immune from seizure/attachment orders. Private assets are assets owned by the Government but not allotted for public interest. Private assets of the Government can, in theory, be seized or be the subject of an attachment order. In practice, court officials generally refuse to take enforcement procedures against government assets.

13. WHAT PROCEDURES EXIST FOR RECOGNITION AND ENFORCEMENT OF FOREIGN JUDGMENTS?

Egyptian courts will not recognise a judgment of a foreign court unless there is a reciprocal recognition of judgments between the two countries. Egypt has treaties for reciprocal recognition of awards with Italy and some Arab countries (it is a signatory to the Arab League Convention on the Enforcement of Judgments and Arbitral Awards (dating from 1952) which only applies where the Riyadh Convention does not). Egypt is not a signatory to the Riyadh Convention. There are no treaties with the UK, USA or Japan, for example.

ARBITRATION

14. IS THE ARBITRATION LAW BASED ON THE UNCITRAL MODEL LAW? IF YES, ARE THERE ANY KEY MODIFICATIONS? IF NO, WHAT FORM DOES THE ARBITRATION LAW TAKE?

The Egyptian Arbitration Law No 27 of 1994 (the Arbitration Law) is based on the UNCITRAL Model Law. It applies to both domestic and international arbitrations. There are no key modifications except that the UNCITRAL Model Law has given more attention to the power of the arbitral tribunal to grant interim measures and preliminary orders, while in the Arbitration Law many of these details are not included. The UNCITRAL Model Law provides that the arbitrator has the power to grant interim measures unless otherwise agreed; however, the Egyptian legislature required that parties must explicitly agree this in advance in order to empower the arbitrator to grant such remedies.

Other differences include a definition of commercial arbitration in article 2 and a definition of international arbitration in article 3. Article 9 provides that the court having original jurisdiction over the dispute has jurisdiction to review arbitral matters referred to it by the arbitrators save in cases of international commercial arbitration (whether conducted in Egypt or abroad) in which case, unless agreed otherwise, the jurisdiction lies with the Cairo Court of Appeal.

15. WHAT ARE THE MAIN NATIONAL ARBITRATION INSTITUTIONS?

The main arbitration institution in Egypt is the Cairo Regional Centre for International Commercial Arbitration (CRCICA).

16. ARE THERE ANY RESTRICTIONS ON WHO MAY REPRESENT THE PARTIES TO AN ARBITRATION?

Although Egyptian law does not allow overseas-qualified lawyers to work in Egypt unless there is reciprocal treatment for Egyptian lawyers in the country where the overseas lawyer is registered to practise, in practice foreign lawyers handle a number of international arbitration cases which are heard in Egypt, in particular before the CRCICA.

17. WHAT ARE THE FORMAL REQUIREMENTS FOR AN ENFORCEABLE ARBITRATION AGREEMENT?

The arbitration agreement must be concluded in writing, otherwise it will be void. An arbitration agreement is deemed to be in writing if it is incorporated in a document that is mutually signed by both parties or written correspondences between them whether in letters, cables or any other means of written communication evidencing their agreement on referring matters to arbitration (article 12 of the Arbitration Law). The reference in a contract to a document containing an arbitration clause constitutes an arbitration agreement, provided that such reference is such as to make that clause an integral part of the contract (article 10 of the Arbitration Law). Arbitration clauses in administrative contracts with public bodies require the approval of the competent minister or whoever possesses his or her powers as to public juridical persons. Delegation of powers is prohibited in this respect (article 1 of the Arbitration Law).

In order that the arbitration agreement becomes valid, all the conditions required to enter into any contract must be fulfilled, such as a valid consent, object (subject matter) and cause (meaning that the obligation must have been assumed for a reason which is neither illegal nor contrary to public policy or morality).

18. WILL THE COURTS STAY LITIGATION IF THERE IS A VALID ARBITRATION CLAUSE COVERING THE DISPUTE? DOES THE APPROACH DIFFER IN THIS REGARD IF THE SEAT OF THE ARBITRATION IS INSIDE OR OUTSIDE OF THE JURISDICTION?

Article 13 of the Arbitration Law states that a court seized with a dispute in respect of which an arbitral agreement exists must rule the case non-admissible if the respondent invokes a plea of non-admissibility before raising any request of defence in the case (article 13(1) of the Arbitration Law). This means that the courts will not be able to review a dispute where the parties have agreed to recourse to arbitration provided that one of the parties has challenged the jurisdiction of the court prior to raising any other request of defence. If neither party requested the normal court to cease reviewing the dispute, the court will then have the power to review the dispute (and neither party can challenge the judgment of the court on the basis of lack of jurisdiction due to the existence of the arbitration agreement).

The approach does not differ whether the seat of arbitration is within Egypt, or not.

19. IF THE ARBITRATION AGREEMENT AND ANY RELEVANT RULES ARE SILENT, HOW MANY ARBITRATORS WILL BE APPOINTED, AND WHO IS THE APPOINTING AUTHORITY?

According to the Arbitration Law, if the parties do not agree on the number of arbitrators, the arbitral tribunal will comprise three arbitrators (article 15(1) of the Arbitration Law). One arbitrator shall be selected by each party and the third shall be selected by the two arbitrators appointed by the parties (article 17(1)(b) of the Arbitration Law). If the third arbitrator is not selected within 30 days from the date of

appointment of the other arbitrators, this appointment will be made, upon request of one of the parties, by:

- the Cairo Court of Appeal (in case of an international commercial arbitration) or
- by the Egyptian court which would have had jurisdiction over the case if there was no arbitration agreement (in the case of a domestic arbitration)

If the parties have agreed that there will be a sole arbitrator, the arbitrator shall be selected by the Cairo Court of Appeal in the case of an international arbitration and the court which would have had jurisdiction if there was no arbitration agreement (in the case of domestic arbitration) (article 17(1)(a) of the Arbitration Law).

20. WHAT RIGHTS ARE THERE TO CHALLENGE THE APPOINTMENT OF AN ARBITRATOR?

The parties are entitled to challenge the appointment of an arbitrator only if there is serious doubt about the arbitrator's impartiality or independence. However, an arbitrator may not be challenged by the party who appointed him except for reasons which became known to the latter party after the appointment was made (article 18 of the Arbitration Law).

A challenge to the appointment of an arbitrator must be made in writing to the arbitral tribunal within 15 days from the date the concerned party was aware of the composition of the arbitration panel and the appointment of the arbitrator, or from the date the challenging party became aware of the reasons justifying such challenge. If, within 15 days from submitting the challenge, the arbitrator in question does not step aside, the challenge will be referred to the Cairo Court of Appeal in the case of international arbitration (or the court which would have had jurisdiction over the dispute in the case of domestic arbitration) to decide (article 19(1) of the Arbitration Law).

It is worth noting that an arbitrator cannot be challenged by the same party twice in the same arbitration: in other words, if the challenge is rejected, it cannot be brought again in the same arbitration (article 19(2) of the Arbitration Law).

21. DOES THE DOMESTIC LAW CONTAIN SUBSTANTIVE REQUIREMENTS FOR THE PROCEDURE TO BE FOLLOWED?

The parties are free to agree on the procedural rules or to apply institutional rules to govern the arbitration whether in Egypt or abroad (article 25 of the Arbitration Law). However, the Arbitration Law provides certain mandatory general procedural principles which must be followed in all cases to ensure fair and equal treatment of the parties. These principles are:

- the parties should be on an equal footing and have an equal and full opportunity to submit their cases (article 26 of the Arbitration Law)
- the claimant shall serve a written statement of claim and the respondent shall serve a written statement of defence to the claim within the period agreed between the parties or specified by the arbitral tribunal (article 30 of the Arbitration Law)
- copies of documents submitted to the tribunal by either party must be sent to the other party, and similarly copies of expert reports and any document submitted to the tribunal must be sent to both parties (article 31 of the Arbitration Law).
- the parties must be notified of the dates of hearings and meetings sufficiently in advance of the scheduled date (article 33(2) of the Arbitration Law)

22. ON WHAT GROUNDS CAN THE COURT INTERVENE IN ARBITRATIONS SEATED INSIDE THE JURISDICTION?

The court can intervene during the arbitration process, upon the request of the tribunal, to impose penalties on witnesses who fail to attend or give their testimony (Article 37 of the Arbitration Law). In the event that the arbitral tribunal fails to render an award in an international arbitration within the timeframe agreed upon by the parties, the Cairo Court of Appeal can intervene, upon the request of either party, to extend the arbitration, or terminate the arbitration (article 45(2) of the Arbitration Law). The court which would have had jurisdiction but for the arbitration agreement has the same powers in case of a domestic arbitration. If the arbitration is brought to an end without an award being made, the parties are entitled to bring proceedings before the court having jurisdiction (article 45(2) of the Arbitration Law). Upon the request of one of the parties, the court may order the taking of interim or conservatory measures, whether before the commencement or during the arbitration proceedings (article 14 of the Arbitration Law). Upon the request of one of the parties, the court can intervene to nominate the arbitrators if the parties fail to agree (article 17 of the Arbitration Law).

23. ON WHAT GROUNDS CAN THE COURT INTERVENE IN ARBITRATIONS SEATED OUTSIDE THE JURISDICTION?

The court may intervene in arbitrations seated outside the jurisdiction, where such dispute is subject to the rules of the Egyptian Arbitration Law, on the same grounds as it can intervene in arbitrations seated in Egypt. With the exception of international commercial arbitrations, the court which would have had jurisdiction, but for the arbitration agreement, will be the competent court. As for international commercial arbitrations (as defined in article 3 of the Arbitration Law), the competent court will be the Cairo Court of Appeal, whether the seat of arbitration is inside or outside Egypt.

24. DO ARBITRATORS HAVE POWERS TO GRANT INTERIM OR CONSERVATORY RELIEF?

Under the Arbitration Law, interim and conservatory relief may not be granted by the arbitral tribunal unless that power is expressly stated in the arbitration agreement, or the parties apply institutional rules which allow the arbitral tribunal to grant such relief. In order to grant this relief the following conditions must be fulfilled:

- parties must agree explicitly to grant the tribunal this power (article 24 of the Arbitration Law)
- the arbitration procedure must have been started
- one of the parties to the dispute must request the order to grant interim relief from the tribunal
- the relief must be provisional or conservatory relief
- the relief must be related to the nature of the dispute
- general requirements for issuing an interim order must exist. These requirements are: the possibility of the existence of a right, the existence of the case of urgency and that the interim order must not affect the subject matter of the case

25. WHEN AND IN WHAT FORM MUST THE AWARD BE DELIVERED?

The award must be delivered within the timeframe agreed upon by the parties or designated by the relevant institutional rules. In the absence of such agreement or institutional rules, an award must be made within 18 months of the date of commencement of the arbitral proceedings.

According to article 43 of the Arbitration Law, an award must be in writing and signed by the arbitrators and it must include the following:

- the reasons for the award (unless the parties agree otherwise)
- the names and addresses of the parties
- the names, addresses, nationalities and capacities of the arbitrators
- a summary of the parties' claims and statements
- the date and place where the award was issued

For the purpose of enforcement, a party in whose favour the award has been rendered must deposit the original award, or a copy in the language in which it was issued or an authenticated Arabic translation thereof if the award has been issued in a foreign language, with the clerk of the court which would have had jurisdiction over the dispute (article 47 of the Arbitration Law).

26. CAN A SUCCESSFUL PARTY RECOVER ITS COSTS?

The arbitral tribunal may award costs to the successful party at its discretion.

27. ON WHAT GROUNDS CAN AN AWARD FROM AN ARBITRATION SEATED IN THE JURISDICTION BE APPEALED TO THE COURT?

The Arbitration Law states that arbitral awards made in accordance with its provisions are final and not subject to appeal for any reason. However, article 53 of the Arbitration Law allows the competent Egyptian court (the Cairo Court of Appeal in the case of international arbitration) to declare the invalidity of arbitral awards in any of the following circumstances:

- the arbitral agreement does not exist or is void
- lack of capacity of one of the parties at the time of entering into the arbitration agreement
- failure to notify any of the parties properly of the proceedings, or inability of the defendant to issue a defence because he or she was not properly notified of the arbitral proceedings or for any reason beyond its control
- the arbitral tribunal fails to apply the law designated by the parties
- the invalid appointment of the arbitrators (contrary to the law of the agreement between the parties)
- the award falls outside the terms of submission to arbitration; however, in this case nullity does not extend to the part of the award which is within the scope of the arbitration agreement
- the award violates Egyptian public policy

The above reasons are the only grounds for the invalidation of the arbitral award as a matter of Egyptian law.

28. CAN A FOREIGN ARBITRATION AWARD BE APPEALED IN THE LOCAL COURTS? IF SO, ON WHAT GROUNDS?

Foreign arbitration awards cannot be appealed in the local courts.

29. WHAT PROCEDURES EXIST FOR ENFORCEMENT OF: (I) AWARDS RENDERED IN ARBITRATIONS SEATED OUTSIDE OF THE JURISDICTION AND (II) DOMESTIC AWARDS?

For awards rendered in arbitrations seated outside of the jurisdiction, Egypt is a signatory to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention). Therefore, a valid arbitral award is enforceable without retrial of the merits if it fulfils the conditions of the New York Convention and the Arbitration Law. The conditions set out in article 58 of the Arbitration Law are:

- the arbitral award does not contradict a judgment previously made by the Egyptian courts on the subject in dispute
- it does not contravene Egyptian public policy
- it was properly notified to the party against whom it was made

For enforcement of a foreign or domestic arbitral award, first, the party in whose favour the arbitral award has been rendered must deposit at the secretariat of the competent court (or of the Cairo Court of Appeal in the case of international arbitration) the original award, or a copy or an official Arabic translation if it was rendered in a foreign language. Then, an application for execution of the award (*exequatur*) must be submitted to the Cairo Court of Appeal. The application must be accompanied by the original award or a signed copy thereof (plus an Arabic translation authenticated by the competent authority), a copy of the arbitration agreement and a copy of the report attesting the deposit of the award at the secretariat of the court.

Generally, the role of the Cairo Court of Appeal is only to order the execution of the arbitral award and this is usually done without delay. However, if any party claims the invalidity of an arbitral award due to any of the above-mentioned reasons, the Cairo Court of Appeal may suspend the enforcement of the award until it reviews the grounds. This analysis applies to both domestic and foreign awards.

Under Decree 8310/2008 (as amended by Decree 9739/2011), the Ministry of Justice's Arbitration Technical Office scrutinises awards prior to their review by the courts. The reviewing role of the Technical Office is preserved despite the latest amendments, which are intended to facilitate the process of enforcement of arbitral awards, although we understand that in practice the role is becoming more limited. The amendment also affirmed the authority of the competent court to issue an enforcement order after having ascertained that the arbitral award conforms to the conditions stipulated in article 58 of the Arbitration Law, which are based on the UNCITRAL Model Law. This will make enforcement easier. Even though the amendment did not completely erase the obstacle of the Technical Office's review, it eliminated the substantive restriction on arbitrating certain matters, it reduced the discretion and binding effect of the Technical Office's decision to only providing its opinion, it eliminated the waiting period for depositing an award, and reaffirmed the complete authority of the court to decide the enforcement of the arbitration award.

30. ARE FOREIGN AWARDS READILY ENFORCEABLE IN PRACTICE?

Yes, in accordance with the procedures detailed above.

ALTERNATIVE DISPUTE RESOLUTION

31. ARE THE PARTIES TO LITIGATION OR ARBITRATION REQUIRED TO CONSIDER OR SUBMIT TO ANY ALTERNATIVE DISPUTE RESOLUTION BEFORE OR DURING PROCEEDINGS?

There is no requirement under Egyptian law for the parties to consider ADR or mediation, although the parties may agree to submit to this by way of contract.

REFORMS

32. ARE THERE LIKELY TO BE ANY SIGNIFICANT PROCEDURAL REFORMS IN THE NEAR FUTURE?

We are not aware of any future plans for reform.

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