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Comparative
Legal Guides

Litigation & Dispute Resolution 2021

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

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1 Litigation – Preliminaries

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

Liechtenstein is a civil law jurisdiction. Therefore, the rules that govern civil procedure are contained in several acts, of which the following are the most important:

- Jurisdiction Act ("**JA**", in German *Jurisdiktionsnorm*, *"JN"*), dealing with the jurisdiction of courts;
- Code of Civil Procedure ("**CCP**", in German *Zivilprozessordnung*, *"ZPO"*), containing the rules for contentious court proceedings in civil matters; and
- Enforcement Proceedings Act ("**EPA**", in German *Exekutionsordnung*, *"EO"*), providing for the enforcement of court judgments and orders and other formal titles (e.g. arbitration awards), and temporary (protective) injunctions.

Liechtenstein is neither a signatory of the Lugano Convention nor the Brussels Convention, both containing rules on jurisdiction and enforcement of judgments in civil and commercial matters in an international context.

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?

There is only one court of first instance dealing with all civil (and criminal) matters, i.e. the Princely Court of Justice in Vaduz ("**CoJ**", in German *Fürstliches Landgericht*). Please note that there exist several non-official translations of *(Fürstliches) Landgericht* into English, e.g. Regional Court, Land Court, District Court, Lower Court, etc. (where "Princely" for all variations remains the translation for *Fürstlich*).

However, since there is only one such court and no regional division exists, we here use the translation Court of Justice, because this is what the *Landgericht* surely is.

Decisions (judgments, orders) of the CoJ can be appealed to the Court of Appeals ("**CoA**", in German *Fürstliches Obergericht*); the CoJ also translates as Higher Court, Superior Court, etc.

An appeal to the Supreme Court (in German *Fürstlicher Oberster Gerichtshof*) is only possible if certain criteria are fulfilled, e.g. the matter and the value of the matter at dispute, whether the CoJ and CoA have decided identically, etc.

There are no specialist courts.

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)?

Proceedings start with the statement of claim. The court serves the statement of claim to the defendant and orders the defendant to file a statement of defence; at the same time, the date of a first oral court hearing is communicated.

With the statement of claim, the claimant must argue the facts of his case, offer the relevant evidence and formulate his claim. Legal arguments are not mandatory.

At the first oral court hearing, the defendant must raise certain objections, e.g. with respect to the jurisdiction of the court, indecisiveness of the claim, or apply for a security for costs (see below at question 1.6); furthermore, the court will address the parties regarding the question of possible settlements of the claim. Certain objections must be raised at the first court hearing (by the defendant). If a claim is indecisive, the complaint may be dismissed. If, on the other hand, the facts are not presented, the court can reject the action. However, the complaint may be dismissed and/or rejected only if the plaintiff was unsuccessfully granted a possibility for improvement. A distinction must be made between this and an "*in limine*" rejection. First, the court examines whether it has jurisdiction at all, both factually and locally. If the court declares that it has no jurisdiction, it must reject the claim by order (*in limine*). Otherwise, the first hearing also serves the purpose of structuring the litigation, addressing factual and legal issues and determining which evidence is admitted for which topic. A further oral hearing serves the purpose of taking of evidence, e.g. the testimonies of witnesses, experts, and of the parties.

There are no reliable statistics on the duration of first instance proceedings. The duration can vary between several months and several years, depending on the complexity of the case and the evidence to be taken.

Appeal proceedings normally are shorter. An oral hearing in appeal proceedings only takes place if a party applies for or the CoA orders such oral hearing. The taking of evidence by the CoA (new evidence or repetition of the evidence taken by the CoJ) is limited and not often the case.

There are no oral hearings before the Supreme Court. Proceedings before the Supreme Court normally take six months to one year.

It is to be noted that a party can appeal final decisions (judgments, orders) of the civil courts to the Constitutional Court for

infringement of constitutional (procedural or substantive) rights, including the infringement of rights granted by the European Convention on Human Rights, the Agreement on the European Economic Area, or other international conventions granting judiciable and directly applicable fundamental (human) rights. Such appeals to the Constitutional Court prolong (original civil) proceedings by several months or even more than a year.

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

Exclusive jurisdiction clauses normally are accepted unless expressly prohibited by the law, and if the parties have the competence to agree upon such 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?

Costs are determined by statutory law, the Act on Court Fees ("*Gerichtsgebührengesetz*"). Court fees have to be paid by the claimant (or the appellant) in advance, the amount of the fee depending on the value of the dispute. Additional costs, such as for expert opinions, witnesses, etc., will also have to be paid in advance by order of the court.

The costs of representation by a counsel are also determined by statutory provisions on the tariff of attorneys ("*Rechtsanwaltstarifgesetz*") and depend on the duration and complexity of the proceedings (number of hearings, briefs, other interventions of the counsel) and the interest (value) in dispute. The court will order which party has to bear the costs (court's and counsel's fees) and to what extent. In order for the court to determine the costs, the costs must be announced to the court at the last hearing. If the costs are not presented at the end of the hearing, the court cannot award any costs, which means that no reimbursement is due. As a general rule, the succumbing party is ordered to pay the costs to the degree it succumbed in the proceedings. There are no rules on costs budgeting.

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

There are no particular rules regarding funding litigation. However, there is the prohibition of "*pactum de quota litis*", meaning, e.g., that contingency agreement must not be based on a percentage of the value of the item in dispute and awarded by the court.

Legal aid is permissible for parties financially not in a position to bear the costs of the proceedings. If the court grants legal aid, the respective party (temporarily, i.e. as long as its financial situation is not eased) is released from paying court fees and the costs of a counsel.

A defendant (or respondent in appeal proceedings) can request that the claimant be ordered to deposit a security for the costs of his defence if the claimant (appellant) has not proven that he possesses sufficient assets to cover the costs of the defendant in case the claimant succumbs in the proceedings. Such assets must be located in Liechtenstein or in a country with which Liechtenstein is entered into an agreement which ensures the recognition and enforcement of Liechtenstein court decisions. Such agreements, with limited scope, so far only exist with Switzerland and Austria. Consequently, assets located in other jurisdictions other than Liechtenstein, Austria or Switzerland cannot be taken into account when assessing whether the defendant is sufficiently secured.

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?

There are only a few statutory constraints to assigning a claim or cause of action, e.g. when a claim is closely connected to a person (assignor). However, the parties (e.g. of a contract) can agree the prohibition of assignment of claims arising between them.

Financing of proceedings by a non-party is permissible; however, the prohibition of *pactum de quota litis* must be respected (see question 1.6).

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

Yes, see question 1.6.

2 Before Commencing Proceedings

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

No, there is no particular formality.

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?

Limitation periods are a substantive law issue. For certain procedures, procedural limitation periods also exist, e.g. law of tenancy. However, the procedural limitation periods relate to procedural benefactions but not to the loss of claims under substantive law.

Substantive law provides for several limitation periods. The most common limitation period is three years (e.g. contractual or tort damages). The claim must be brought within three years from the aggrieved party having obtained sufficient knowledge of the damage incurred and the tortfeasor. However, the maximum period within which damage claims must be brought to the court is 30 years from the occurrence of the damage or tort.

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?

See question 1.3. The claimant submits his statement of claim to the court, and the court serves the statement of claim to the defendant by registered letter with return receipt. The deemed date of service is the day on which the statement of defence is served to the defendant.

Service outside and from outside the jurisdiction is normally effected by mutual legal assistance of courts.

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?

Yes, with respect to the safeguarding of evidence. The claimant can apply to the court for such safeguarding even before filing his statement of claim.

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

The facts of the case (claim), the supporting evidence, and the relief sought.

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

Yes; however, the amendment either needs the consent of the defendant or, if the defendant does not approve the amendment, consent of the court. The court approves the amendment if no severe complications or delays of the proceedings are to be expected. In certain cases, the amendment of the claim does not require the consent of either the defendant or the court, provided that neither the legal basis of the claim is changed nor the value of the claim is raised. However, additional submission of facts and evidence usually is permissible if the delay of the submission is not to be seen as gross negligence.

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

The claim can be withdrawn at any time and even in appeal proceedings if the claimant also waives his right to the specific claim. Without such renunciation (or waiver), the claim can only be withdrawn before it has been served to the defendant; after such service, it can only be withdrawn with the consent of the defendant. In any case, the claimant has to bear all costs so far incurred, be it court fees or the defendant's counsel fees.

The waiving of the claim bars the claimant from bringing the same claim against the same party again.

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 contains the facts, together with the evidence and a request with respect to the claim, in general to dismiss the claim wholly or partially.

It can also contain a counterclaim or a defence of set-off.

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

It is the judge's prerogative to set a time limit within which the statement of defence has to be served – usually such time limit is four weeks. A written statement of defence is not mandatory; the defendant can orally plead at the first court hearing.

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?

No, there is no such mechanism.

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

If the defendant does not defend the claim, i.e. if he does not serve a statement of defence, if he does not appear in the (first) court hearing or if he does not plead, the claimant can request the court to issue a default judgment.

4.5 Can the defendant dispute the court's jurisdiction?

Yes. The defendant must do so before he pleads the case. Under certain circumstances, the courts have to take the initiative if certain matters do not fall within their jurisdiction, and dismiss (reject) the case and declare the proceedings null and void.

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?

Yes. At any stage of the proceedings, a third party can be requested to participate in or request to be admitted to the proceedings if the outcome of the proceedings affects the third party's rights and legal position. In light of this, it should be noted that the judgment may even extend to and bind the third party who has joined the proceedings.

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, if: (a) the parties in the two (or more) proceedings are identical or at least the claimant or the defendant is the same in the two (or more) proceedings; and (b) if the consolidation simplifies the proceedings or saves time or costs.

5.3 Do you have split trials/bifurcation of proceedings?

Yes, this is available in Liechtenstein.

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?

Cases are allocated according to the matter at issue to the judges responsible for the relevant matter. There are certain statutory rules regarding the allocation; however, it is mainly the courts' competence (e.g. Presidium of the CoJ, the three presiding judges of the three Senates of the CoA) to issue detailed regulations on the allocation of cases. The file allocation system must guarantee judicial independence in any case.

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?

Yes. The judge has the power and responsibility to efficiently manage the proceedings, e.g. to impose time limits for certain procedural steps, dismiss unnecessary motions (e.g. motions intentionally delaying proceedings), etc.

Parties can make procedural motions (motion to stay proceedings) or apply for interim measures (e.g. preservation of evidence). Costs usually are allocated at the end of the proceedings, depending on the success of the individual motion or the outcome of the case as a whole.

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 court has powers to impose sanctions on a party if it disobeys an order of the court (max. fine of CHF 1,000.00) or intentionally acts untruthfully (max. fine CHF 5,000.00).

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?

Not directly. However, the court may ignore parts of a statement of case it deems not relevant. Dismissal of a case can only be done by final judgment.

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

As regards default judgments, see above at question 4.4.

Proceedings with a value at dispute below CHF 5,000.00 are abridged and the judge can issue a judgment orally; a written judgment will be issued only upon request of a party. Appeals are possible only for limited reasons.

If the claim (only) requests payment, the court can issue a payment order. The defendant can object, which causes regular proceedings to take place. If the defendant does not object, the payment order becomes an enforceable title like a regular judgment.

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

Yes. The courts may stay proceedings *sua sponte* or upon a party's or both parties' motion or agreement. The reasons for a stay are manifold, e.g. if the parties enter into settlement negotiations, if the decision depends on the result of the outcome of other proceedings, pending or imminent. In any case, it lies within the court's discretion whether to stay proceedings or not. The stay of the proceedings takes place either *ex lege* (e.g. in case of death, occurrence of legal incapacity to contract, opening of insolvency proceedings, etc. of one of the parties) or by court order.

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?

There is neither pre-action disclosure nor special rules concerning the disclosure of electronic documents or predictive coding.

When a party wants to make use of documents which are in the possession of a public (domestic) authority or of a notary, the court can request the production of documents from such authority or notary.

A party can request certain documents to be produced by the opposing party (by submission order of the trial court), e.g. if the opposing party relied on a document but did not produce it, if the opposing party is obliged by civil law to produce the document, or if the document jointly belongs to the parties.

Submission of certain documents can be refused, e.g. if they concern matters of family life, if submission would infringe obligations of honour, if submission would put the party or a third person to shame or result in criminal prosecution, if submission would infringe a statutory secrecy obligation (e.g. attorney-client privilege), or for other reasons which justify the non-submission.

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

Regarding submission of privileged documents, see question 7.1 above.

Attorneys can refuse to testify on matters shared by their party or client, even if they have been released from their secrecy obligations by their party or client. Other witnesses to which statutory (esp. professional) secrecy obligations apply (e.g. physicians) may also refuse testimony.

Certain persons (e.g. if incapacitated) or persons in certain professions (priests, public officers, mediators) must not be asked to testify.

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

Third parties can be ordered by the trial court to submit documents if the third party is obliged by the law to produce the document to a party of the proceedings, or if the document jointly belongs to a party of the proceedings and the third party.

In all other cases, documents must be claimed from third parties by separate legal action.

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

The court can order disclosure by its own initiative or by motion of a party; however, there are only limited powers to order disclosure – see above at questions 7.1–7.3.

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

No. The parties are free to submit any sort of document. However, they are liable for infringement of protected secrecies. Nevertheless, the court also may take into consideration such "poisoned" documents.

8 Evidence

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

The parties submit (documentary) evidence or apply for the taking of evidence (e.g. testimony of witnesses, the party, expert opinions). It is the court's prerogative to decide which evidence is accepted/taken. If the court deems certain evidence not relevant, it can disregard or reject it. Evidence must be submitted/applied for as early as possible in the proceedings; otherwise, if considerable delays are to be expected once the evidence is accepted and the party offered the evidence (too) late through gross fault, the court can refuse such evidence. All evidence must be taken directly in the proceedings before the trial court (or the court requested by rogatory letter). The court is free in its consideration of evidence, unless there are statutory rules on the validity and conclusiveness of evidence.

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

Documentary, (oral) witness and party testimony, expert opinions and judicial inspection are the most common, admissible types of evidence.

Expert evidence (expert opinion) is ordered by the court, on the court's own initiative or upon application by a party. Experts are "officers of the court"; they must be impartial and are chosen by the court (but they can be rejected by a party for reasons of partiality).

The expert is usually ordered to render his opinion in written form, but also can be summoned to a hearing to give oral evidence only. However, after submission of the written opinion, upon the order of the court, initiated by the court alone or by application of a party, the expert will be summoned for an oral hearing and will be questioned by the court and the parties. The court is not bound by an expert opinion. The court can also order additional expert opinions if an expert opinion is insufficient.

Expert opinions submitted by a party do not count as expert opinions, but as documentary evidence.

In any case, the principle of free assessment of evidence by the judge applies. The judge can therefore decide freely whether he considers something to be proven or not. His decision must be to the best of his knowledge and belief. The judge sets out his considerations in his decision.

In the interest of an efficient procedure, the parties also are required to offer evidence at the earliest stage of the procedure possible, normally at the occasion of the first hearing. Evidence that is presented late not only means that the judge can reject such evidence, but also, if not rejected by the judge, that the opponent can file a request for separation of costs. As a result, the party who has presented the evidence late may be ordered to pay the costs of a particular procedural step (e.g. if an additional hearing became necessary for the taking of the evidence presented late), regardless of the outcome of the proceedings.

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

Witness statements are only accepted if given orally before the trial court. Written witness statements are not admitted. There are no depositions.

Witnesses are under a duty, and can be forced (by sanctions ordered by the court) to appear and to give their witness statement before the court.

The witnesses are first questioned by the court, then by the parties. The court, *sua sponte* or by application of a party, can order the witness to testify under oath.

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?

The court instructs the expert, puts together the matter (questions) on which the expert shall give his (written or oral) opinion, provides him with all necessary information and documents, and informs him of whom he can get in contact with for further information, etc.

There are no particular rules on concurrent expert evidence, and such evidence is not foreseen in the CCP.

The expert owes his duties to the court.

See also above at question 8.2.

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?

Judgments ("*Urteile*") are decisions of the court on the merits. The court can issue partial judgments (on parts of a claim) and interim judgments (on certain issues, e.g. declaration on liability in general, but not yet on the damage or indemnification).

Court decisions on procedural issues (e.g. stay of proceedings, admission of evidence, choice and instruction of experts, etc.) are orders ("*Beschlüsse*").

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

The local courts have full powers; however, the maximum they can award is what has been claimed. Interests and costs are regulated by the law and must be claimed too. Whereas interests are part of the judgment on the merits (and based on substantive law), awards on costs – although also included in the judgment – can be appealed separately like an order on procedural issues.

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

Domestic judgments are automatically recognised as enforceable titles and can be executed upon application to and order of the court. The proceedings, including the titles recognised and enforceable, are regulated by the EPA.

Foreign judgments and other instruments are not directly recognised and enforceable domestically. However, there are

simplified proceedings ("*Rechtsöffnung*") granting recognition and enforcement to such foreign instruments. The respondent in such proceedings may only prevent recognition and enforcement if he brings an action for denial against the recognition of such foreign instrument recognised by simplified proceedings.

Liechtenstein is neither a party to the Brussels nor the Lugano Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters. It has only entered into such agreements on recognition and enforcement of judgments in civil matters with Austria and Switzerland.

However, Liechtenstein is a signatory of the New York Convention, i.e. the Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Therefore, arbitral awards issued according to the rules of the New York Convention are recognised and enforced in Liechtenstein like domestic judgments.

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

See above at question 1.2.

Civil court judgments can be appealed to the Court of Appeals within four weeks upon service ("*Berufung*"), and appeal judgments can be appealed to the Supreme Court within four weeks ("*Revision*"). There are limitations to the submission of new claims, evidence and defence in the appeal proceedings; however, they are not generally disallowed or disregarded. The Supreme Court, being a court of law only, does not accept new evidence, etc.

Orders of the CFI and the CoA can also be challenged by so-called "*Rekurs*" and "*Revisionsrekurs*", respectively. Both remedies have to be filed within two weeks from service of the lower order.

The CoA and the Supreme Court may set aside or approve judgments or orders, alter or amend them, or refer the case back to the lower courts.

Further instruments are the action for annulment and the action for reconsideration of a case.

At this point, the possibility of a partial appeal must also be mentioned. By means of a declaration of challenge (or appeal), the scope of the appeal is limited and defined (principle of petition) and the powers of the court of appeal to review the case are limited (with exceptions, e.g. regarding the application of the law, issues of *ordre public*, or mandatory procedural prerequisites).

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?

The plaintiff does not have to first apply for settlement or mediation proceedings, but can directly bring his claim to the court.

The CCP stipulates that the first court hearing should be used to encourage a settlement between the parties. (For certain matters (especially family law), the court may order a mediation.)

A party also can apply to the court for a settlement hearing. The court will summon the defendant; however, non-appearance of the defendant has no consequences whatsoever.

11 Alternative Dispute Resolution

11.1 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.)

In certain areas of the law, an ombudsman or conciliation board can be addressed before bringing a claim to the court. Mediation is not compulsory; however, in family cases the court can order a mediation after a claim or motion has been filed.

Certain professions or industries provide for arbitration or similar alternative dispute resolution ("**ADR**") (conciliation boards, professional bodies, with or without the involvement of authorities), e.g. trustees, attorneys, and in the building, telecommunications, and financial services. With respect to disputes between undertakings or consumers and undertakings, the Act on Alternative Dispute Resolution applies, referring to specific conciliation authorities competent in the respective field (telecommunications, electricity and gas, financial services, consumer complaints).

Some conciliation boards, mostly in the field of public law, are authorised to issue enforceable awards like courts.

Liechtenstein has implemented the relevant EU legislation with the Act on Alternative Dispute Resolution for consumer disputes.

Arbitration is the main alternative to court proceedings, and is actively promoted by liberal legislation and private associations and professionals.

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

Arbitration proceedings are regulated in the CCP (sections 594–635). Whenever possible, the provisions of the CCP are not mandatory and leave room for private agreement.

Mediation is regulated in a separate law, the Civil Law Mediation Act ("*Zivilrechts-Mediations-Gesetz*"). Mediators operating under this Act must be licensed by the Government.

Various acts in specific sectors contain ADR rules, mainly in the domain of public law.

11.3 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?

Mediation is open to any sort of dispute; however, the result (e.g. agreements between the parties) is not directly enforceable by the court, but only by simplified court proceedings (*Rechtsöffung*, see above at question 9.3).

Arbitration is open for all pecuniary claims, including, e.g., claims of information and disclosure, expect for claims relating to family law or apprenticeships.

The competence of the CoJ for proceedings which the CoJ can initiate *ex officio* based on compelling law (*ius cogens*), or upon application by or the notice of the Foundation Supervisory Authority or the prosecutor, cannot validly be excluded by an arbitration clause or agreement.

Arbitration of disputes between consumers and undertakings ("traders") and of labour law disputes can usually only be agreed after the dispute has arisen.

Arbitration can validly be provided for in articles of association or corporation, foundation articles, and trust deeds, and are compelling on all existing and future participants (associates, board members, shareholders, beneficiaries, etc.).

11.4 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, force parties to arbitrate when they have so agreed, or order parties to mediate or seek expert determination? Is there anything that is particular to your jurisdiction in this context?

With respect to arbitration proceedings, the court may only become involved or intervene if expressly provided for in the CCP. The court may: issue interim measures; assist in the appointment of arbiters; review challenges of arbiters; decide on the early termination of the mandate of an arbiter; enforce interim and protective measures and awards; assist with judicial acts when the arbitral tribunal has no powers (e.g. summons of witnesses, letters rogatory); set aside awards including interim awards; and approve the existence or inexistence of arbitration awards.

11.5 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?

In some special fields, by express provision of the law, decisions or awards of conciliation bodies are binding and enforceable by the court.

Arbitration awards under the provisions of the CCP and/or the New York Convention are usually binding but, if Liechtenstein courts are competent (e.g. Liechtenstein was the place of the arbitration), such awards can be challenged before the CoA within four weeks from service with an application to set aside.

There are no sanctions for refusing to mediate. The Liechtenstein Constitution guarantees access to the courts.

Regarding mediation, see question 11.2 above. Even when mediation was initiated or ordered by the (family) court, the settlement agreement reached by the parties of the mediation must be sanctioned by the court.

The liberal and supportive approach *vis-à-vis* arbitration is particular to Liechtenstein. The scope of issues which are arbitrable is very broad, the reasons for actions to set aside of arbitration awards are limited, actions must be brought within a short period after service of the award, and the court decision cannot be appealed.

Furthermore, the Liechtenstein rules on arbitration reiterate Liechtenstein's arbitration-friendly approach and provide for cost- and time-efficient arbitration proceedings and special provisions on the safeguarding of confidentiality. See also below at question 11.6.

11.6 What are the major alternative dispute resolution institutions in your jurisdiction?

The Liechtenstein Arbitration Association ("**LIS**", *Liechtensteinischer Schiedsverein*) in cooperation with the Liechtenstein Chamber of Commerce and Industry initiated the enactment of the Liechtenstein Rules of Arbitration ("**Liechtenstein Rules**"). Their goal is to establish opportunities for national and international arbitration in Liechtenstein. Market participants should be given the possibility to call upon fair arbitration procedures of a high quality. The Liechtenstein Chamber of Commerce and Industry offers the usual supportive secretarial services of arbitration organisations.

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