

International Comparative Legal Guides

# Litigation & Dispute Resolution 2026

A practical cross-border resource to inform legal minds

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## Expert Analysis Chapters

- 1** **Swipe at Your Own Risk: Do Dating Apps Owe Their Users a Duty of Care?**  
Greg Lascelles & Demica Kaur Nettleford, Hausfeld
- 5** **Civil and Criminal Enforcement in Thailand Arising From International Fraud**  
Krida Phoonwathu, Prat Naka & Wichitta Taveekitsopon, Rajah & Tann (Thailand) Limited
- 10** **Indian Courts and Arbitration: Key Judicial Developments in the Last Year**  
Ravi Singhanian, Vikas Goel, Shilpa Shah & Anisha Dahiya, Singhanian & Partners LLP
- 15** **From Regulation to Litigation: How General Counsels Can Stay Ahead in the AI Era**  
Sylvie Gallage-Alwis, Anélia Naydenova & Gaëtan Defer, Signature Litigation

## Q&A Chapters

- 21** **Austria**  
Holger Bielez, Emanuel Peschek & Felix Langergraber, CERHA HEMPEL Rechtsanwälte GmbH
- 30** **Bermuda**  
John Hindess & Terry-Lynn Griffiths, Wakefield Quin Limited
- 38** **China**  
Zhou Yarui, Tahota Law Firm
- 48** **England & Wales**  
Greg Lascelles & Demica Kaur Nettleford, Hausfeld
- 64** **France**  
Olivier Laude, Benoit Renard & Camille Rigaud, Laude & Associés
- 75** **Germany**  
Dr. Michael Melber & Markus Hutschneider, Scott+Scott Germany LLP
- 83** **Greece**  
Maria Antoniadou, Sofia-Maria Sventzouri & Evangelia Sakarellou, Machas & Partners Law Firm
- 93** **Guernsey**  
Robin Gist, Rebekah Johnston & Charlotte Tomlinson, Ferbrache & Farrell LLP
- 100** **India**  
Smarika Singh, Saifur Rahman Faridi, Tanya Gupta & Arjun Singh Rana, Shardul Amarchand Mangaldas & Co.
- 113** **Italy**  
Alessandro Gravante & Rosanna Serraino, Giambrone & Partners – Studio Legale Associato
- 120** **Japan**  
Koki Yanagisawa & Hiroyuki Ebisawa, Nagashima Ohno & Tsunematsu
- 130** **Luxembourg**  
Clara Mara-Marhuenda & Sandrine Margetidis-Sigwalt, Arendt & Medernach
- 139** **Mexico**  
Armando Arenas Reyes & Eduardo Arana Ramírez, OLIVARES
- 150** **Philippines**  
Ramon G. Songco, Anthony W. Dee & Jewelle Ann Lou P. Santos, SyCip Salazar Hernandez & Gatmaitan
- 159** **Portugal**  
José Gonçalo Pereira, Rogério Alves & Associados – Sociedade de Advogados R.L.
- 165** **Spain**  
Sonia Gumpert Melgosa & Michael Fries, Monereo Meyer Abogados
- 173** **Sweden**  
Elsa Arbrandt & Ingrid Ek, Advokatfirman Cederquist KB
- 181** **Switzerland**  
Sonja Stark-Traber & André Bloch, Suter Howald Attorneys at Law
- 190** **Taiwan**  
Wei-sung Hsiao, Yu-June Tseng & Shih-I Wu, Lee and Li Attorneys-at-Law
- 199** **USA – New York**  
Chris Paparella, Justin Ben-Asher & Kirsten Bickelman, Steptoe LLP
- 209** **USA – Virginia**  
Brian A. Hill & Scott M. Dinner, Nixon Peabody LLP
- 217** **USA – Washington, D.C.**  
Brian A. Hill & Scott M. Dinner, Nixon Peabody LLP

# Portugal

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José Gonçalo Pereira

## 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?**

Portugal is a civil law jurisdiction. Civil, commercial and corporate litigation follow codified rules of procedure, with courts applying statutory law and authoritative case law from superior courts.

Civil proceedings are governed by the Code of Civil Procedure (*Código de Processo Civil*), complemented by sectoral statutes (e.g., the Commercial Companies Code, *Código das Sociedades Comerciais*, and Insolvency and Corporate Recovery Code, *Código da Insolvência e Da Recuperação de Empresas*) and special regimes for arbitration.

Arbitration seated in Portugal is governed by the Voluntary Arbitration Law (*Lei da Arbitragem Voluntária*).

Cross-border aspects may also engage EU instruments (e.g., Brussels Ia for jurisdiction and recognition), but application is via Portuguese courts.

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

The civil court system has three main tiers:

1. First-instance courts (*Tribunais Judiciais de Primeira Instância*).
2. Courts of Appeal (*Tribunais da Relação*).
3. Supreme Court of Justice (*Supremo Tribunal de Justiça*).

The system includes specialist formations, e.g., commercial sections for corporate and commercial disputes, including shareholder and director liability actions, and insolvency sections handle corporate and personal insolvencies.

**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)?**

Typical civil proceedings are structured as follows:

1. Pleadings stage: claim submission and defence, including counterclaims and replies.
2. Preliminary hearing and interlocutory stage: preliminary issues (like jurisdiction and admissibility); interim measures; and preparation for trial hearing.

3. Trial hearing and evidence stage: evidence production (namely parties, witnesses and expert statements); and oral hearings focused on evidence and arguments.
4. Judgment and costs: decision with allocation of costs; postjudgment motions; and appeal.

The system includes expedited procedures, like cautionary measures and injunctions, available on urgency grounds.

Arbitral contexts also admit interim measures with court support, including pretribunal constitution assistance.

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

Portuguese courts generally uphold exclusive jurisdiction clauses in civil/commercial contracts, subject to mandatory law and consumer or employment protections.

Where EU rules apply, the Brussels Ia regime reinforces party autonomy on jurisdiction, and local courts give effect unless override exceptions apply.

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

Typically, costs are mainly composed of:

1. Court fees: organised by levels according to the value of the claims, paid in two phases (with exclusion for nonpayment possible):
  - a. In advance, by all parties (the top level being € 1,632 court fee for a claim between € 250,000 and € 275,000).
  - b. At the end of the case, by the unsuccessful parties according to the proportion of the decay, for cases above € 275,000 (€ 306 for each fraction of € 25,000).
2. Parties' costs: the successful parties are compensated by the unsuccessful ones, according to the proportion of the decay, for the costs mentioned under 1 a) plus limited lawyer fees.

Cost budgeting is not a formalised general practice; courts may manage costs via proportionality and ceilings in specific regimes.

**1.6 Are there any particular rules about funding litigation in your jurisdiction? Are claimants and defendants permitted to enter into contingency fee arrangements and conditional fee arrangements?**

Third-party funding is permissible; no general prohibition for non-parties to finance litigation.

Regarding fee arrangements, contingency/conditional fees may be constrained by professional ethics; success fees are commonly structured as part of mixed fee agreements, subject to rules of the legal profession.

**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?**

Assignment of civil claims is generally permissible except for strictly personal rights, or where law or contract restricts assignment.

Non-party funding is allowed; issues of control, confidentiality and potential abuse must be managed.

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

Courts may order security for costs in appropriate circumstances; analogous mechanisms are expressly recognised in specialised regimes.

## 2 Before Commencing Proceedings

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

There is no universal preaction protocol for civil/commercial claims; however:

1. Contractual pre-conditions (e.g., negotiation/mediation clauses) are enforceable.
2. Arbitration agreements may require notice and steps prior to the constitution of arbitral courts.

**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 usually governed by substantive law. Typical periods are as follows:

1. General contractual claims are often subjected to 20-year longstop or shorter specific periods (e.g., some commercial and real estate claims may have shorter limits).
2. Corporate claims (e.g., director liability) have specific statutory periods.
3. Insolvency-related actions follow specialised time limits (e.g., avoidance actions).
4. Extracontractual claims regularly have shorter limitation periods than general contractual claims.

Calculation usually runs from when the claimant could reasonably bring the action; suspension/interruption rules apply.

## 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?**

Proceedings commence by filing the claim with the competent civil/commercial court and service on the defendant.

Service methods include judicial officer service, registered mail and electronic service in specific contexts.

Deemed service dates follow statutory presumptions (e.g., postal delivery presumptions).

Outside Portugal, service follows EU Service Regulation or Hague Service Convention, with courts preferring treaty-compliant methods; foreign proceedings service should respect local immunity and public policy.

**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?**

Interim measures (e.g., freezing orders, urgent injunctions, evidence preservation) are available preaction upon showing:

1. Urgency and risk of irreparable harm.
2. *Prima facie* right and danger in delay.
3. Proportionality.

Applications are made to the competent court; *ex parte* relief is possible with a subsequent *inter partes* hearing.

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

Pleadings must include:

1. Parties' identification.
2. Jurisdiction and competence basis.
3. Facts and legal grounds.
4. Relief sought (e.g., declaratory, performance, damages, interim relief).
5. Evidence indications (e.g., documents, witnesses, expert fields).

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

Amendments are allowed, typically before the close of pleadings/evidence, subject to:

1. No surprise or prejudice to the other party.
2. Relevance and good faith.

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

Claims can be withdrawn. Withdrawal is free for the rights invoked in the claim, but depends on the counterparty's acceptance if for the procedure.

The consequences of withdrawal depend on the stage:

1. Early withdrawal may avoid adverse costs orders.
2. Late withdrawal may entail costs and potentially *res judicata* consequences on refileing.

## 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?**

Defence includes:

1. Procedural defences (e.g., jurisdiction, admissibility).
2. Merits defences (fact and law).
3. Counterclaims and setoff, which are allowed if within court competence and connected to the claim.

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

Strict statutory deadlines after service, regularly of 30 days, but with other specific deadlines depending on the claim's natures. Extensions may be granted for justified reasons.

**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?**

The system allows mechanisms for joinder and impleader to pass/share liability with third parties when connected to the dispute.

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

The court may enter default judgment, subject to verification of service and the claim's legal sufficiency.

**4.5 Can the defendant dispute the court's jurisdiction?**

Defendants may challenge jurisdiction and competence at the outset. Exclusive jurisdiction clauses are respected unless overridden by mandatory rules.

## 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?**

Courts allow joinder of third parties when:

1. Their rights/obligations are affected.
2. Consolidation avoids inconsistent judgments.

**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?**

Consolidation of proceedings is possible for related actions to promote efficiency and avoid conflicting outcomes. In arbitral/investment contexts, consolidation rules can appear in treaties.

**5.3 Do you have split trials/bifurcation of proceedings?**

Courts may bifurcate issues (e.g., liability vs. quantum) for efficiency.

## 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?**

The system defines allocation based on subject-matter, the claim's values and territorial competence. Specialised civil/commercial/insolvency sections receive corresponding matters.

**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?**

Courts manage timetables, evidence and interlocutory disputes. Parties may apply for:

1. Strike-out of inadmissible claims/defences.
2. Security for costs.
3. Disclosure orders.
4. Interim injunctions.

Costs consequences follow success/failure and proportionality, as explained above.

**6.3 In what circumstances (if any) do the civil courts in your jurisdiction allow hearings or trials to be conducted fully or partially remotely by telephone or video conferencing, and what protocols apply? For example, does the court – and/or may parties – record and/or live-stream the hearings and may transcriptions be taken? May participants attend hearings remotely when they are physically located outside of the jurisdiction? Are electronic or hard-copy bundles used for remote hearings?**

Courts may conduct hearings by video or telephone in defined circumstances, subject to protocols on recording, transcription and bundle format. There is an increasing tendency to allow more informal methods.

Cross-border remote attendance is feasible where identification and participation guarantees are met.

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

Courts can impose procedural sanctions, adverse costs, contempt-like measures and evidential inferences for non-compliance.

**6.5 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?**

Courts may strike out parts of pleadings or dismiss cases

where claims are manifestly unfounded, inadmissible or lack jurisdiction.

#### 6.6 Can the civil courts in your jurisdiction enter summary judgment?

The system allows summary disposition, mainly when no genuine dispute of material fact exists and the case turns on legal issues.

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

Courts may stay or discontinue proceedings:

1. Pending resolution of arbitration or mediation.
2. Due to *lis pendens*, prejudicial questions or settlement efforts.

Under Permanent Court of Arbitration (PCA) cooperation, arbitral tribunals determine procedure and decisions are final and binding on parties.

## 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?

Portugal does not have expansive common-law discovery. Disclosure is targeted:

1. Parties submit documents that they rely on; courts can order specific disclosure.
2. Pre-action preservation is possible in urgent cases.

Electronic documents are admissible; courts manage practicality and authenticity. Predictive coding is not codified but may be acceptable as a party practice if reliability is ensured.

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

Legal professional privilege protects communications with counsel. Settlement discussions may have protected status. Trade secrets can be safeguarded via confidentiality orders.

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

Courts may order third parties to produce specific documents, including public entities, when necessary and proportionate.

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

The court supervises necessity, proportionality and enforcement of disclosure orders.

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

Documents obtained through disclosure are used for the purposes of the proceedings. Misuse may attract sanctions.

## 8 Evidence

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

Evidence follows admissibility, relevance and lawful acquisition principles. The burden of proof lies with the party asserting the fact and can be a key strategy factor. Courts assess credibility and weight.

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

Admissible evidence includes documents, witness testimony, expert reports, party statements and inspections.

Expert evidence is admissible when specialised knowledge is required. The court may appoint experts or accept party-appointed experts.

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

Witnesses of fact are called under oath. Written witness statements may be used only on exceptional circumstances. Depositions are uncommon but possible.

#### 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?

Experts must be independent; concurrent expert evidence can be managed where appropriate. The expert's duty is to the court, not the instructing party.

## 9 Judgments & Orders

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

Courts issue final judgments, interim orders, injunctions, declarations, enforcement orders and costs orders.

#### 9.2 Are the civil courts in your jurisdiction empowered to issue binding declarations as to (i) parties' contractual or other civil law rights or obligations, (ii) the proper interpretation of wording in contracts, statutes or other documents, (iii) the existence of facts, or (iv) a principle of law? If so, when may such relief be sought and what factors are relevant to whether such relief is granted? In particular, may such relief be granted where the party

seeking the declaration has no subsisting cause of action, and/or no party has suffered loss, and/or there has been no breach of contract/duty?

Courts can issue declaratory relief on rights/obligations, interpretation of contracts/statutes, existence of facts or legal principles, even absent breach or loss, subject to legitimate interest.

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

Courts award damages (including expectation/reliance), interest per statutory/commercial rates, and costs according to success and proportionality.

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

Domestic judgments are enforced via enforcement procedures. Foreign judgments:

1. Within the EU: recognition/enforcement fall under the Brussels Ia.
2. Outside the EU: *exequatur* per Portuguese law and applicable treaties (including New York Convention for arbitral awards, referenced within BIT enforcement clauses).

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

Appeals proceed to Courts of Appeal and then, on points of law and in exceptional cases, to the Supreme Court of Justice. Time limits and admissibility depend on value/importance and legal issues.

## 10 Settlement

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

Courts may promote settlement during interim hearings. Specialised regimes contemplate mediation or arbitration exploration as part of case management.

## 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.)**

Arbitration: widely used in commercial/corporate disputes; institutional options include local centres and the PCA facilities available in Portugal under the host-state agreement.

Mediation: voluntary and court-encouraged; effective in shareholder, commercial and insolvency-adjacent negotiations.

Expert determination can be used for technical valuation disputes.

Ombudsman/tribunals: sector-specific fora exist outside core civil litigation.

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

Arbitration is governed by the Voluntary Arbitration Law; for international institutional proceedings, the PCA Optional Rules may apply under the host-state agreement. Some instruments set costs/security, legal aid and procedural stages, e.g., specialised rules.

**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?**

Certain matters are nonarbitrable due to public policy or status (e.g., some family status, criminal liability). Corporate/commercial disputes are generally arbitrable; insolvency proceedings themselves are typically court-centric, though arbitrable issues may arise around related contracts.

**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?**

Courts may:

1. Stay litigation in favour of arbitration when parties agreed to arbitrate.
2. Grant interim measures in support of arbitration, including pre-constitution support.

The PCA host-state framework confirms Portugal's role to facilitate international arbitration/mediation/conciliation logistics.

**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?**

Arbitral awards are binding and there are limited set-aside grounds and recognition/enforcement via the New York Convention framework. BITs emphasise finality and enforcement.

Expert determinations bind per contract terms.

Mediation settlements typically require court homologation for enforceability in judicial channels. Refusals to mediate do not carry universal sanctions but may influence costs.

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

Local arbitration centres – e.g., the Commercial Arbitration Centre of the Portuguese Chamber of Commerce and Industry: <https://www.centrodearbitragem.pt/en/about-cac/about-us>, as well as international facilities supported by the PCA host-state agreement.



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The **International Comparative Legal Guides** (ICLG) series brings key cross-border insights to legal practitioners worldwide, covering 59 practice areas.

**Litigation & Dispute Resolution 2026** features four expert analysis chapters and 22 Q&A jurisdiction chapters covering key issues, including:

- Litigation – Preliminaries
- Before Commencing Proceedings
- Commencing Proceedings
- Defending a Claim
- Joinder & Consolidation
- Duties & Powers of the Courts
- Disclosure
- Evidence
- Judgments & Orders
- Settlement
- Alternative Dispute Resolution