

PANORAMIC

DISPUTE RESOLUTION

Netherlands

 LEXOLOGY

Dispute Resolution

Contributing Editors

Jonathan Speed and Louise Lanzkron

Bird & Bird

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Contributors

Netherlands

BUREN



Philip ter Burg

Klaas van der Graaf

Sam Amrani

p.terburg@burenlegal.com

k.vandergraaf@burenlegal.com

s.amrani@burenlegal.com

LITIGATION

Court system

What is the structure of the civil court system?

The court system in the Netherlands consists of 11 judicial district courts, which decide on civil claims on the merits in the first instance. Each district court has a number of sub-district venues.

Each district court also has a limited jurisdiction sector, which hears cases on subjects such as consumer law, employment or rent, and civil cases involving claims of up to €25,000. For such cases, legal representation by an attorney is not mandatory.

The Netherlands has four courts of appeal, which decide on appeals lodged against judgments by district courts in their judicial districts.

Most judgments by courts of appeal can be appealed to the Dutch Supreme Court. Unlike district courts and courts of appeal, the Dutch Supreme Court does not assess the facts, but only arguments regarding the comprehensibility of the judgments and matters of law. In addition, lower Dutch courts can refer prejudicial questions regarding Dutch law to the Dutch Supreme Court (subject to certain conditions).

Further, there are a few Dutch courts with a special mandate:

- The Netherlands Commercial Court (NCC) is based in Amsterdam and facilitates English proceedings in international commercial disputes – parties must agree in writing to the jurisdiction of this court;
- The Court of Appeals in Amsterdam has a dedicated Enterprise Chamber that, among other things, hears corporate disputes in relation to (alleged) mismanagement and shareholder squeeze-out proceedings in the first instance;
- The District Court of The Hague has exclusive jurisdiction over certain intellectual property-related matters; and
- The District Court of Rotterdam has exclusive jurisdiction over maritime and transport law-related disputes.

Law stated - 21 May 2026

Judges and juries

What is the role of the judge and the jury in civil proceedings?

Cases are typically heard by either one judge (straightforward cases and summary proceedings) or three judges (complex cases) assisted by a court clerk.

Judges decide on cases based on the facts brought forward by the parties. As to these facts, judges are typically inquisitive, especially during hearings. Judges will also, in practice, often actively explore the possibility of a settlement during a hearing.

Judges must, in principle, supplement legal grounds ex officio based on the facts and arguments brought forward by the parties.

Limitation issues

What are the time limits for bringing civil claims?

The general statutory period of limitation pursuant to Dutch law is 20 years. However, many claims become time-barred after five years or an even shorter period prescribed by statutory law.

For example, the right to claim specific performance of a contractual obligation and the right to claim damages under a contract become time-barred after five years. The right to claim the purchase price under a sales contract with a consumer becomes time-barred after two years. Incremental penalty payments that have become due based on violation of a court order become time-barred after six months.

The applicable statutory period of limitation can be interrupted by (1) a letter in which a party unambiguously reserves its rights in relation to its claim, or (2) by initiating legal proceedings.

Law stated - 21 May 2026

Pre-action behaviour

Are there any pre-action considerations the parties should take into account?

For contractual claims, the counterparty must be (put) in default before initiating legal proceedings. Common practice, although not always required in this respect, is to send the counterparty a formal notice letter prior to initiating legal proceedings.

There are typically no other mandatory pre-litigation steps. Exceptions to this apply, for instance, in the context of collective actions (section 3:305a of the Dutch Civil Code (DCC)) and cases of mismanagement brought before the Enterprise Chamber (section 2:349 of the DCC).

Law stated - 21 May 2026

Starting proceedings

How are civil proceedings commenced? How and when are the parties to the proceedings notified of their commencement? Do the courts have the capacity to handle their caseload? Do the courts charge a fee for starting proceedings or issuing a claim?

There are two main types of civil proceedings in the Netherlands. Proceedings for ordinary civil suits are initiated by serving summons onto the opposing party and subsequently providing these summons to the court. In addition, there is a substantial category of less formal proceedings (eg, in relation to employment, leases, and family and certain corporate matters) that are initiated by an application to the court, which subsequently shares the application with any interested parties.

The Netherlands has a well-developed legal and court system. The capacity (and constraints thereof) depends on the court in question. Some courts, especially appeal courts, have busy calendars, which can lead to delays in scheduling hearings, and they may suspend the scheduled judgment date.

The amount of court fees depends on, among other things, the stage of the proceedings (first instance, appeal or Supreme Court), whether the proceedings are initiated by summons or by application, the claim amount, and whether the claimant is a natural person or a legal entity.

Law stated - 21 May 2026

Timetable

What is the typical procedure and timetable for a civil claim?

The period between the service of summons in first-instance proceedings by the bailiff on a defendant and the date of formal court appearance by the defendant is at least one week. Subsequently, a defendant in summons proceedings has six weeks to submit a written defence statement, which can include a counterclaim. Following this defence statement, the court will typically schedule a hearing during which it will question the parties on the relevant facts and explore settlement options, followed by a judgment. All in all, proceedings at first instance typically take anywhere between six months and a year. This can be longer if evidence is provided through witness testimony at trial or if the court issues interim judgments.

Law stated - 21 May 2026

Challenging the court's jurisdiction

Can the parties challenge the court's jurisdiction? If so, how can parties do this? Can parties apply for anti-suit orders and, if so, in what circumstances?

Parties can challenge the court's jurisdiction. Pursuant to rules of Dutch procedural law, such a challenge must be submitted before all other defences (ie, ultimately in the first written defence statement).

Law stated - 21 May 2026

Case management

Can the parties control the procedure and the timetable? Can they extend time limits?

Dutch courts do not schedule case management hearings as part of the ordinary course of civil proceedings. Courts at first instance or on appeal may, however, do so in exceptional (complex) cases at the request of the parties or ex officio.

An exception is the NCC, where active case management is typically organised in consultation with the parties through a conference, in which issues, motions and a timetable are discussed.

Law stated - 21 May 2026

Evidence – documents

**Is there a duty to preserve documents and other evidence pending trial?
Must parties share relevant documents (including those unhelpful to their case)?**

Parties have a procedural duty to present the facts in a complete and truthful manner, meaning they cannot refrain from submitting documents if this would lead to an incomplete or untruthful overview of the facts. Pursuant to the new Dutch law on rules of civil evidence that entered into force on 1 January 2025, parties are obligated to collect and submit to the court all information that can reasonably be considered of interest for the decision in a case. This implies that relevant documents must be preserved and submitted.

Law stated - 21 May 2026

Evidence – privilege

Are any documents privileged? Would advice from an in-house lawyer (whether local or foreign) also be privileged?

Dutch law recognises the concept of legal privilege for lawyers admitted to the Dutch Bar for lawyer–client communication, and communication between lawyers and other lawyers. No distinction is made between legal advice privilege and litigation privilege. In-house lawyers are entitled to legal privilege if they are admitted to the Bar (in the Netherlands or abroad) and have concluded a professional charter (or equivalent agreement, for a foreign in-house counsel) with their employer. Additional conditions apply for non-EU, EEA and Switzerland counsel.

Law stated - 21 May 2026

Evidence – pretrial

Do parties exchange written evidence from witnesses and experts prior to trial?

No.

Law stated - 21 May 2026

Evidence – trial

How is evidence presented at trial? Do witnesses and experts give oral evidence?

Evidence can be submitted by any means, unless otherwise provided by law.

If evidence by witnesses is permitted by law, the court shall order the examination of witnesses as often as one of the parties so requests, and the facts offered by it are disputed and may be relevant for the decision of the case. The court may also do so ex officio. Witnesses shall be examined in court and the court may order that the parties must be present in person during the examination of witnesses.

Experts can also play a role in civil cases. The court may appoint independent experts to provide an expert opinion. Parties are also free to submit their own expert reports to support their arguments.

When dealing with cross-border cases, practitioners need to consider international treaties, agreements and regulations. Obtaining foreign evidence for use in Dutch civil proceedings (or vice versa) involves specific procedures.

Law stated - 21 May 2026

Interim remedies

What interim remedies are available?

A party with a claim can start a pre-judgment attachment procedure (*conservatoir beslag*) that serves as an interim remedy when a respondent (typically, a debtor) appears likely to remove or dissipate assets or evidence from the jurisdiction where ongoing court proceedings are taking place.

Interim relief proceedings (*kort geding*) provide a way to effectively protect certain rights and interests in urgent cases before a court decides on the main proceedings. Interim relief proceedings allow parties to seek temporary relief when regular civil proceedings would take too long. These proceedings are suitable for urgent matters where there is a threat of infringement of rights or interests by another party. The decision in interim relief is generally provisional and not final.

Interim proceedings are suitable to ensure compliance with contractual agreements when the claimant has an urgent interest, to prevent imminent infringement, to release attached assets, in the case of omission of harmful publications, or to terminate unlawful situations.

The court may order the preliminary examination of witnesses prior to proceedings on the merits at the request of an interested party. 'Interested parties' may be the person who is considering bringing proceedings before the civil court, the person who expects such proceedings to be brought against them, or a third party who has an interest in such proceedings in some other way. The court may also order the preliminary examination of witnesses when the proceedings are already pending at the request of a party. The application shall be made to the court before which the case is pending. This can also be the court of appeal.

The court hearing the application for interim measures may grant leave to take interim measures to protect evidence to an applicant who has made it sufficiently plausible that their intellectual property rights have been infringed or are likely to be infringed. These

measures for the protection of evidence may include, in addition to those already provided for by law, the seizure of evidence, detailed description and sampling of allegedly infringing movable property, materials and tools used in its production, and documents relating to the infringement.

Any person having a legitimate interest in doing so may, at their own expense, request inspection, copies or extracts of certain documents relating to a legal relationship to which their legal predecessors are parties from the person who has those documents at their disposal or in their custody. 'Documents' include information placed on a data carrier. If necessary, the court shall determine the manner in which inspection, copies or extracts shall be provided.

Law stated - 21 May 2026

Remedies

What substantive remedies are available?

Dutch law provides various remedies, including specific performance, damages, rescission, declaratory judgments and injunctions. However, punitive damages are not typical, and interest can be awarded on money judgments.

Law stated - 21 May 2026

Settlement

Are there any rules governing the settlement process? Can parties keep settlement discussions confidential from the court?

In the Netherlands, parties are encouraged to explore settlement options before proceeding to trial. Settlement agreements can be reached at any stage of the proceedings, even during trial.

Dutch law does not specifically address the confidentiality of settlement discussions. Parties can agree to keep settlement negotiations confidential by subjecting such discussions to a non-disclosure agreement. If the parties agree to confidentiality, the court will generally respect their wishes and not inquire about the details of the settlement discussions. However, if a party alleges that the settlement agreement was reached under duress, fraud or mistake, the court may inquire into the circumstances. If the settlement relates to public policy matters, the court may also examine its content.

If a settlement is reached outside the hearing, the content of the settlement does not have to be shared with the court. The parties can withdraw the case from the court without further substantiation.

If a settlement has been reached at the hearing, minutes shall be drawn up, signed by the judge and the parties or their special agents for that purpose, setting out the undertakings that the parties undertake as a result of the settlement. The issue of this report shall be in the form of an enforceable order.

The content of settlement negotiations conducted between lawyers may not be disclosed to the court or body to whose judgment the case is submitted without the consent of the opposing party's lawyer.

Law stated - 21 May 2026

Enforcement

What means of enforcement are available?

Judgments are enforced through a bailiff. The bailiff serves the judgment on the debtor, giving them a final opportunity to pay the debt. If the debtor fails to comply, further enforcement measures can be taken, such as through attachment and subsequent selling of the counterparty's assets.

A court order may contain an order for incremental penalties, which fall due if the judgement is not observed.

Law stated - 21 May 2026

Public access

Are court hearings held in public? Are court documents available to the public? Are there circumstances in which hearings can be held in private? Is there a mechanism to preserve documents disclosed as part of the court process?

Court hearings are, in principle, public and case details are accessible. However, mechanisms such as 'confidentiality clubs' exist to protect sensitive information, especially in trade secret cases. The Netherlands emphasises transparency while balancing the need for confidentiality.

Law stated - 21 May 2026

Costs

Does the court have power to order costs? Are there any steps a party can take to protect their position on costs both before the start of proceedings and while proceedings are in progress?

Under Dutch law, the losing party pays the costs; however, the court assesses costs based on fixed tables. These costs include court fees and legal fees. Lawyers' fees are generally billed based on hourly rates. Conditional fee agreements (where fees depend on the outcome) are possible but not for the entire sum. The court may order costs payable by one party to another, usually a fraction of the actual lawyer's fees, but exceptions exist for certain types of cases. Subject to certain exceptions, claimants are not required to provide security for the defendant's costs, and protective measures can be taken both before and during proceedings.

Law stated - 21 May 2026

Funding arrangements

Are 'no win, no fee' agreements, or other types of contingency or conditional fee arrangements between lawyers and their clients, available to parties? May parties bring proceedings using third-party funding? If so, may the third party take a share of any proceeds of the claim? May a party to litigation share its risk with a third party?

'No win, no fee' agreements between lawyers and clients are partly permitted for most types of cases. A lawyer is not allowed to charge no fee when the case is not won; however, they may charge a lower fee that increases retroactively if the case is won. The lower fee must cover the lawyer's costs. An agreement between lawyer and client can stipulate that the lawyer charges an hourly rate, but the rate is doubled or tripled if the case is won.

Third-party funding is permitted in the Netherlands for both state court litigation and arbitration. Parties to litigation can share their risk with third parties. A claimant may, for example, sell a portion of any recovery to investors in exchange for an upfront payment, or an defendant might pay a fixed sum to offset a proportion of their potential liability.

Law stated - 21 May 2026

Insurance

Is insurance available to cover all or part of a party's legal costs?

Legal expenses insurance in the Netherlands provides coverage for legal costs, including both the insured party's own costs and potential liability for opponent's costs.

Law stated - 21 May 2026

Class action

May litigants with similar claims bring a form of collective redress? In what circumstances is this permitted?

In the Netherlands, several mechanisms allow for collective redress. The Collective Settlements of Mass Claims Act enables collective settlements of mass claims. Under this mechanism, an association or foundation with full legal capacity can represent the interests of multiple injured parties and initiate a single claim against the responsible party before Dutch courts.

The Collective Redress of Mass Damages Act, which came into force on 1 January 2020, allows for collective redress in cases related to events occurring on or after 15 November 2016. A central public register records all pending collective actions. Representative organisations can claim collective monetary damages on behalf of injured parties. During a specified period, other representative organisations may file similar collective actions related to the same events, facts and legal points. After this period, all related collective actions are consolidated for efficient handling.

Law stated - 21 May 2026

Appeal

On what grounds and in what circumstances can the parties appeal? Is there a right of further appeal?

In principle, subject to certain exceptions, judgments can be appealed. The appellate court comprehensively reassesses the case, unless expressly stated otherwise in the law or if the parties have agreed to waive the right to appeal. Unlike appeals in cassation, there are no limited grounds on which judgments can be appealed.

Any subsequent appeals (review) to the Supreme Court must also be filed within three months from the appellate court's judgment. The Supreme Court does not decide on the facts of the case; it considers only whether the lower courts applied the law correctly.

Law stated - 21 May 2026

Foreign judgments

What procedures exist for recognition and enforcement of foreign judgments?

The Netherlands recognises and enforces foreign judgments based on EU regulations, bilateral conventions and principles of comity. Specific conventions simplify the process, and the exequatur procedure ensures proper authorisation for enforcement. Dutch law requires judicial authorisation for the recognition and enforcement of foreign judgments. The exequatur procedure is used to obtain approval from the Dutch court. The origin of the foreign judgment determines the procedural steps required for enforcement in the Netherlands.

Law stated - 21 May 2026

Foreign proceedings

Are there any procedures for obtaining oral or documentary evidence for use in civil proceedings in other jurisdictions?

The Taking of Evidence Regulation ((EU) 2020/1783) provides for different options to obtain evidence for use in civil proceedings in other jurisdictions. The court from another member state may request that (1) the Dutch court obtain evidence in the Netherlands, or (2) the court of the other member state itself directly obtain evidence in the Netherlands.

For each possibility, the use of technology for remote communication is enhanced. The Taking of Evidence Regulation also lays down detailed rules for the digital presence of a court of the member state where evidence is taken (in the case of direct taking of evidence) and of the court requesting the taking of evidence in another member state (in the case of the taking of evidence by the court of that other member state).

The competent court of a member state may also summon and hear a party domiciled in another member state as a witness in accordance with the law of the member state of that court. Expert evidence to be taken in the territory of another member state may also be obtained in accordance with the law of the member state of the court, unless the taking of

evidence is likely to affect the official authority of the member state in which the investigation is to be conducted.

Law stated - 21 May 2026

ARBITRATION

UNCITRAL Model Law

Is the arbitration law based on the UNCITRAL Model Law?

Although the Dutch arbitration law is not directly based on the UNCITRAL Model Law, there are similarities and influences. The UNCITRAL Model Law lays down general principles that are also relevant to Dutch arbitration law. Both the Model Law and Dutch law contain provisions on the validity and enforceability of arbitration agreements, and the Dutch law's provisions on the recognition and enforcement of arbitral awards are similar to the Model Law guidelines on those matters.

Law stated - 21 May 2026

Arbitration agreements

What are the formal requirements for an enforceable arbitration agreement?

Although an arbitration agreement does not have to be in writing, it must be proven by an instrument in writing. For this purpose, any instrument in writing that provides for arbitration or that refers to standard conditions providing for arbitration is sufficient, provided that this instrument is expressly or impliedly accepted by or on behalf of the other party. The arbitration agreement may be proven also by electronic means.

Law stated - 21 May 2026

Choice of arbitrator

If the arbitration agreement and any relevant rules are silent on the matter, how many arbitrators will be appointed and how will they be appointed? Are there restrictions on the right to challenge the appointment of an arbitrator?

The arbitral tribunal must be composed of an uneven number of arbitrators and may also consist of a sole arbitrator. If the parties have not agreed on the number of arbitrators, the number shall, at the request of either party, be determined by the provisional relief judge of the competent district court. An arbitrator may be challenged if justifiable doubts exist as to their impartiality or independence.

Law stated - 21 May 2026

Arbitrator options

What are the options when choosing an arbitrator or arbitrators?

The arbitrators are appointed by any method agreed by the parties. The parties may entrust to a third person the appointment of all the arbitrators or any of them. If no method of appointment is agreed upon, the arbitrators shall be appointed by consensus between the parties. If the appointment of the arbitrators is not made within two months after the commencement of the arbitration, the arbitrators shall, at the request of either party, be appointed by the provisional relief judge of the district court. The other party shall be given an opportunity to be heard. If the parties have agreed on an even number of arbitrators, the arbitrators shall appoint an additional arbitrator who shall act as the chairperson of the arbitral tribunal. Unless the parties have chosen arbitration under the rules of an arbitration institute (eg, the Netherlands Arbitration Institute), there is no prescribed pool of arbitrators and any expert may qualify for appointment as an arbitrator.

Law stated - 21 May 2026

Arbitral procedure

Does the domestic law contain substantive requirements for the procedure to be followed?

The Dutch Arbitration Act governs both substantive and procedural aspects of arbitration within the country. Parties are allowed by agreement on, for example, the applicable law or rules of an arbitration institute to deviate from most of the substantive and procedural requirements.

Law stated - 21 May 2026

Court powers to support the arbitral process

What powers do national courts have to support the arbitral process before and during an arbitration?

National courts step in to support the arbitral process where needed. Their involvement respects the arbitration agreement executed by the parties and the decisions of the arbitral tribunal.

Law stated - 21 May 2026

Interim relief

Do arbitrators have powers to grant interim relief?

During pending arbitral proceedings on the merits, the arbitral tribunal may, at the request of either party, grant interim relief, including injunctions with a penalty payment in case of violation. However, seizure of property or documents is a privilege of the court and an order of the interim relief judge of the court is required for seizure.

Law stated - 21 May 2026

Award

When and in what form must the award be delivered?

The arbitral tribunal may render a final award, a partial final award or an interim award. The award must be in writing and signed by the arbitrators. If a minority of the arbitrators refuses to sign or is incapable of signing, the other arbitrators shall mention that beneath the award signed by them. This statement shall be signed by them. In addition to the decision, the award shall contain in any case: (1) the names and addresses of the arbitrator or arbitrators; (2) the names and addresses of the parties; (3) the date on which the award is made; (4) the place where the award is made; and (5) the reasons for the decision.

Law stated - 21 May 2026

Appeal or challenge

On what grounds can an award be appealed or challenged in the courts?

Arbitral appeal against an arbitral award is possible only if the parties have provided for it by agreement.

A party may, up to three months from the date of dispatch of the award, request the arbitral tribunal in writing to (1) correct any manifest error that lends itself to simple correction, or (2) render a supplementary award if the tribunal failed to rule on one or more claims or counterclaims that were subject to its discretion.

Dutch law sets exhaustive grounds upon which the courts may, at the request of a party, partially set aside an arbitral award: (1) if there is no valid arbitration agreement; (2) if the arbitral tribunal was constituted in violation of the rules applicable to it; (3) if the arbitral tribunal failed to comply with its mandate; (4) if the arbitral award was not signed or substantiated; or (5) if the arbitral award, or the manner in which it was made, is contrary to public policy.

Law stated - 21 May 2026

Enforcement

What procedures exist for enforcement of foreign and domestic awards?

The Netherlands are a party to the New York Convention. A request for an exequatur must be filed with the competent Dutch appeal court. In the absence of a treaty on the recognition and enforcement of arbitral awards, or if an applicable treaty allows recourse to the law of the country in which recognition and enforcement is sought, an arbitral award made in a foreign state may be recognised and enforced in the Netherlands, upon filing the original or a certified copy of the arbitration agreement and the arbitral award, unless:

- the party against whom recognition or enforcement is sought asserts and proves that:
 - a valid arbitration agreement is lacking;
 - the arbitral tribunal was constituted in violation of the rules applicable thereto;

- the arbitral tribunal has not complied with its mandate;
 - the arbitral award is open to appeal before arbitrators or the court in the country where the arbitral award was made; or
 - the arbitral award has been set aside by a competent authority of the country where that award was made; or
- the court finds that recognition or enforcement is contrary to public policy.

Once an exequatur has been obtained, the bailiff can foreclose the award on the debtor's assets.

Law stated - 21 May 2026

Costs

Can a successful party recover its costs?

Dutch arbitration law does not deal with the recovery of legal fees or costs. The parties may in the arbitration agreement agree on the allocation of costs. In the absence of such agreement, the arbitrators can decide this allocation. Normally, the arbitrators decide that the losing party bears the costs of arbitration, including the legal fees of the other party, provided these are reasonable. The arbitrators may also award third-party funding costs.

Law stated - 21 May 2026

ALTERNATIVE DISPUTE RESOLUTION

Types of ADR

What types of ADR process are commonly used? Is a particular ADR process popular?

In the Netherlands, mediation and binding advice are the most common ADR processes. 'Binding advice' is a form of ADR based on article 7:900 of the Dutch Civil Code. Having recourse to binding advice entails that Dutch law is the law applicable to the contract. The parties agree to leave the determination of their undetermined or partially determined legal relationship to a third party to whose judgment they commit themselves in advance. A successful binding advice process results in an enforceable settlement agreement between the parties.

Law stated - 21 May 2026

Requirements for ADR

Is there a requirement for the parties to litigation or arbitration to consider ADR before or during proceedings? Can the court or tribunal compel the parties to participate in an ADR process?

In the Netherlands, mediation or other ADR processes are not mandatory before starting legal proceedings. The court may recommend, but cannot oblige, that the parties try ADR first.

Law stated - 21 May 2026

MISCELLANEOUS

Interesting features

Are there any particularly interesting features of the dispute resolution system not addressed in any of the previous questions?

An appealing aspect of Dutch law is the possibility to levy a provisional attachment on the assets of a foreign party located in the Netherlands (*saisie foraine*). Since many international companies have a holding, finance or operational company in the Netherlands, and since a lot of goods pass through the Dutch ports, it is often attractive to attach a foreign debtor's assets in the Netherlands. As an added advantage, a *saisie foraine* in the Netherlands gives the Dutch courts jurisdiction to resolve the dispute between the parties.

Law stated - 21 May 2026

UPDATE AND TRENDS

Recent developments and future reforms

What were the key cases, decisions, judgments and policy and legislative developments of the past year? Are there any proposals for dispute resolution reform? When will any reforms take effect?

From 6 May 2024, digital litigation in summary proceedings in trade and family matters has been possible in all Dutch courts.

A revision of the law of evidence in civil proceedings has been effective from 1 January 2025: the duty of truth and completeness in the Code of Civil Procedure is supplemented, putting more emphasis on information gathering prior to civil proceedings. The new law also clarifies the judge's role in ascertaining the truth, including the power to discuss the factual basis of the claim, application or defence with the parties. Further, the right of inspection is included in the regulation of evidence, the preliminary evidence orders are merged into one request, and the record of findings is added as evidence.

Law stated - 21 May 2026