

DELOS GUIDE TO ARBITRATION PLACES (GAP)

2ND EDITION

REPORT ON TIME-LIMITATION

BY

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states (for the USA). Nor does it apply in India, where the limitation period is three years for claims in contract and tort. It is worth noting that some of the jurisdictions may have a more nuanced position than that reflected in the table, which provides a succinct summary of limitation periods in the context of international arbitration. For example, in England & Wales, the date of the claimant's knowledge of damage is relevant to claims for personal injury, latent defects, and under the Consumer Protection Act 1987.

Geographical influences add to this congenital disparity. Legal systems thus show both the mark of local specificities and the result of games of influence. The rules of time-limitation in Africa provide a good illustration. For example, in numerous African countries, the duration of the limitation periods derives from former French law (the Napoleonic code), which provided that all claims, both real and personal, were subject to a 30-year statute of limitation. This is why for example Côte d'Ivoire, Guinea and Benin laws provide that the ordinary limitation period for bringing a civil action is 30 years. In those countries, time limitation rules in commercial matters are also influenced by French law, but this time by the new French law resulting from the reform of the French provisions on statute of limitation n°2008-561 of 17 June 2008. This reform shortened the limitation period to five years for the ordinary law. It is such a period that is found in article 16 of the OHADA Uniform Act on General Commercial Law which, adopted on 15 December 2010, was able to take into consideration the said reform. However, numerous African jurisdictions are also based on common law systems. For instance, Gambia implements a tripartite legal system based on English common law, Sharia (Islamic) law, and customary law. As with the common law jurisdictions referred to above, the limitation period for claims in both contract and tort is six years, and the influence of the common law in this regard is therefore clear (although different time periods apply in respect of certain specialized claims such as under the Labour Act (Cap 56:01)).

Limitation statutes can still be distinguished by their degree of modernity. Indeed, some countries have not evolved their rules relating to time-limitation for decades, while others have recently undergone a comprehensive reform of statutes of limitation either independently or on the occasion of a more extensive reform of national civil law. A temporal approach thus makes it possible to shed some light on this diversity of solutions. Indeed, in all legal systems, the evolution of the rules relating to time-limitation is marked by (i) the shortening of time-limits, (ii) the postponement of the starting point to the day when the claimant was actually in a position to act, and (iii) a search for uniformity, through the adoption of single-criterion regimes in modern legal systems, which are however often completed by specific criteria for certain situations, in order to take into account the diversity of the situations.

The heterogeneity of the models is thus partly a reflection of the evolution of time-limitation. Indeed, objective regimes and long periods of time are essentially found in legal systems which have not been the object of a recent reform of the law. On the other hand, the recently reformed systems have opted for a subjective approach and have shortened the periods. Thus, countries whose time-limits appear particularly long are generally countries whose statutes of limitation have not been recently amended. Conversely, the countries in which the periods are particularly short and the starting points floating are generally countries which have been the object of a recent reform of the statute of limitations. It is also mostly in these countries that one finds Maximum Periods (as defined above), coming within the framework of a subjective rule based on a floating starting point.

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16 March 2023*

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| Jurisdiction | Default time-limitation period for civil actions subject to specific situations and exceptions |
|--|---|
| Algeria , by Bennani & Associés | In general: 15 years. |
| Angola , by Miranda & Associados | Contract in general: 20 years (6 months to 5 years in certain situations). Tort in general: 3 years from time of knowledge that cause of action has arisen, within a maximum of 20 years from date of damage. Claims relating to periodical obligations: 5 years. |
| Argentina , by Bomchil | Contract and tort in general: 5 years. Damages (contract and tort): 3 years. For claims that accrue over periods of years or shorter terms: 2 years. |
| Australia , by Squire Patton Boggs | In general: 6 years. |
| Austria , by Knoetzl | By default: 30 years, but many claims have shorter limitation periods. Warranty claims: 2 years after the handover of the goods or works, and 3 years for immovable objects. Damage claims: 3 years after the claimant became aware of the damage and the liable party; 30 years after the occurrence of the damage all damage claims are time-barred regardless of the knowledge of the damage and the tortfeasor. Contractual performance claims: 3 years after the due date. A claim for rescission/adjustment of a contract due to error: 3 years after the conclusion of the contract. |
| Belgium , by Fieldfisher | Contract in general: 10 years. |
| Benin , by Oya | Contract in general: 5 years from date of (deemed) knowledge that cause of action has arisen. Tort in general: 30 years. Commercial sale: 2 years. |
| Brazil , by TozziniFreire Advogados | Contract in general: 10 years. |
| British Virgin Islands (BVI), by Conyers | Contract and tort in general, action to enforce a recognisance, actions to enforce an award, where the submission is not by an instrument under seal, actions to recover any sum recoverably under an enactment: 6 years. Action brought on any judgment: 12 years. |
| Bulgaria , by Kambourov & Partners | In general: 5 years. For liquidated damages: 3 years. |
| Canada , by Borden Ladner Gervais (BLG) | Varies by state, and generally 2, 6 or 10 years. |
| China (Mainland) , by Herbert Smith Freehills | In general: 3 years from date of (deemed) knowledge that cause of action has arisen and of the person liable for it. |
| Côte d'Ivoire , by Dogue - Abbé Yao & Associés | In general: 30 years. In commercial matters: 5 years, save for commercial sales: 2 years. |
| Cyprus , by Christos Georgiades & Associates | In general: 6 years. |
| Dominican Republic , by Jimenez Peña | In general: 20 years. Contract in general: 2 years, but for annulment of contracts: 5 years. |

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| Jurisdiction | Default time-limitation period for civil actions subject to specific situations and exceptions |
|---|---|
| Egypt , by Zulficar & Partners | Contract in general: 15 years. Tort in general: 3 years from the date of knowledge of the damage and of the person responsible for it, within a maximum of 15 years from date of damage. Claims relating to periodical obligations: 5 years. Commercial transactions between traders: typically 7 years from the due date of performance. |
| England & Wales (UK) , by White & Case | Contract and tort in general: 6 years from the time when the cause of action has arisen. |
| Ethiopia , by Aman Assefa & Associates | In general: 10 years. |
| Finland , by Castrén & Snellman | In general: 3 years from date of (deemed) knowledge that cause of action has arisen. |
| France , by August Debouzy | Contract in general: 5 years from date of damage. Tort in general: 5 years from date of (deemed) knowledge that cause of action has arisen. |
| The Gambia , by Farage Andrews Law Practice | In general: 6 years. |
| Germany , by CMS Hasche Sigle | In general: 3 years from the end of the year in which the claim arose and the claimant had or reasonably could have had knowledge of the claim. |
| Greece , by KLC Law Firm | Contract in general: 20 years and, for most types of commercial contracts, 5 years (from the end of the calendar year in which the claim arose). Tort in general: 5 years from date of (deemed) knowledge of the damage and of the person responsible for it. |
| Guinea , by Thiam & Associés | In general: 30 years. |
| Hong Kong , by Fangda Partners | Contract and tort in general: 6 years. |
| Indonesia , by KarimSyah Law Firm | In general: 30 years, but for services and supplies: 3 years. |
| Iran , by Gheidi & Associates | In general: indefinite, subject to exceptions. |
| Iraq , by Eversheds Sutherland | In general: 15 years. |
| Italy , by Legance | Contract in general: 10 years. Tort in general: 5 years. |
| Kenya , by ALN Kenya - Anjarwalla & Khanna | Contract in general: 6 years. Tort in general: 3 years, except for actions for libel or slander, which must be brought within 12 months. |
| Japan (as of Nov. 2022) | Contract in general: 5 years from date of knowledge, within a maximum of 10 years from date of damage. Tort in general: 3 years from date of knowledge that cause of action has arisen and of the person liable for it, within a maximum of 20 years from date of damage. |
| Rep. of Korea (as of Nov. 2022) | Contract and tort related to commercial matters, in general: 5 years. |
| Lebanon , by Obeid Law Firm | In general: 10 years. |
| Libya , by MKE Lawyers | In general: 15 years. Contract: 10 years. |
| Mauritius , by Peeroo Chambers | In general: 10 years. |

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| Mexico , by Von Wobeser | Contract in general: 10 years from the date of knowledge that the cause of action has arisen (or 2 years if a claim for breach of contract includes a claim in tort or for civil liability). |
| Mongolia , by Nomin & Advocates | In general: 10 years. Contract and claims related to obligations to be performed within a fixed period: 3 years. |
| Morocco , by Gide Loyrette Nouel | In general: 15 years. |
| New Zealand , by Chapman Tripp | In general: 6 years. |
| Nigeria , by Broderick Bozimo & Company | Contract in general: 5-6 years, depending on the state. |
| Norway , by Wikborg Rein | Contract and tort in general: 3 years. |
| Pakistan , by Raja Mohammed Akram & Co. (RMA&CO) | No default time-limitation period. Depending on the nature of claim: generally either 3 years or 6 years. |
| Peru (as of Nov. 2022) | In general: 10 years. |
| The Philippines , by SyCip Salazar Hernandez & Gatmaitan | In general – contract: 10 years; oral contract and quasi-contract: 6 years; tort: 4 years. |
| Poland , by Clifford Chance | In general: 6 years. Claims relating to periodical obligations or to economic activity: 3 years. |
| Portugal , by Morais Leitão, Galvão Teles, Soares da Silva & Associados (MLGTS) | In general: 20 years. |
| Romania , by Iordache Partners | In general: 3 years. |
| Russia , by Freshfields Bruckhaus Deringer | In general: 3 years from date of (deemed) knowledge that cause of action has arisen and of the person liable for it, within a maximum of 10 years from date of damage. |
| Senegal , by Geni & Kebe | In general: 10 years. |
| Serbia , by Moravčević Vojnović and Partners in cooperation with Schoenherr | In general: 10 years. Commercial contracts: 3 years. Damages: 3 years from date of (deemed) knowledge that cause of action has arisen and of the person liable for it, within a maximum of 5 years from date of damage. Claims relating to periodical obligations: 3-5 years. |
| Singapore , by Shearman & Sterling | Contract and tort in general: 6 years from the date of accrual of the cause of action. |
| South Africa (as of Nov. 2022) | In general: 3 years. |
| Spain , by Garrigues | In general: 5 years. |
| Sweden (as of Nov. 2022) | Contract in general: 10 years. |
| Switzerland , by Lévy Kaufmann-Kohler | Contract in general: 10 years. Tort in general: 3 years, subject to an absolute limitation of 10 years. |

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| Jurisdiction | Default time-limitation period for civil actions subject to specific situations and exceptions |
|---|--|
| Taiwan , by Formosa Transnational | In general: 15 years. Hire of Work: 1 year. Payment for goods: 2 years. Interest or rental in general: 5 years. Tort in general: 2 years from the date of knowledge of the damage and of the person responsible for it, within a maximum of 10 years from the date on which the tort occurred. |
| United Arab Emirates (UAE) , by Al Tamimi & Co. | Contract and tort in general: 15 years, but 10 years for commercial contracts subject to the UAE Commercial Transactions Law. |
| United States of America (USA) by Arent Fox for California, Boies Schiller Flexner for Florida, New York and Washington D.C., and Vinson & Elkins for Texas | Varies by state. <ul style="list-style-type: none"> • California – contracts in general: 4 years. • New York – contracts in general: 6 years. |

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