

Civil litigation in Albania

A practical guide to claims, defence
and enforcement



STRATEGY / PROCEDURE / RECOVERY

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ENGLISH EDITION

THE COMPLETE GUIDE

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From the first assessment to the enforceable result.

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CHAPTER 01

Using this guide

Civil litigation in Albania begins well before a claim is filed and rarely ends with the announcement of a judgment. The outcome depends on identifying the correct remedy, bringing the right parties before the correct court, preserving admissible evidence, meeting procedural deadlines and finding a realistic route to enforcement. A strong legal entitlement can lose practical value if any of these steps is overlooked.

This whitepaper explains the ordinary civil litigation process for businesses, investors, property owners and private clients. It follows a dispute from its first assessment through proceedings at first instance, appeal, recourse to the High Court and enforcement. It also addresses foreign parties, recognition of foreign judgments, settlement, mediation and the boundary between litigation and arbitration. The practical sections explain what a client should collect, decide and monitor at each stage.

The principal reference is Law no. 8116 of 29 March 1996, the Code of Civil Procedure, referred to throughout as the CPC. References to the Civil Code concern substantive rights and obligations, including limitation, rather than procedural rules. International conventions and special legislation can displace or supplement the general framework. Article references are included throughout; the source register identifies the principal texts used.

Scope and research basis

The supplied consolidated CPC contains amendments through Law no. 44/2021 and a note concerning Constitutional Court decision no. 30 of 2 November 2022. It has been checked against publicly accessible official legislative sources. This paper also uses the Ministry of Justice's September 2026 publication of the Civil Code, which incorporates Law no. 82/2026 of 23 July 2026, and current HCCH treaty information. Research was completed on 19 October 2026.

This is an English-language explanation of Albanian law, not an official translation of legislation. Albanian statutory language and the applicable treaty text remain authoritative. English terms

such as “claim”, “appeal”, “attachment” and “recourse” are used to explain Albanian procedures; they should not be read as importing the rules of another legal system.

The focus is ordinary civil and commercial litigation. Administrative, criminal, insolvency, family and other specialist proceedings are addressed where they affect that route, rather than presented as comprehensive standalone manuals. Court fees, the national minimum wage, court practice and treaty relationships should be checked when an actual matter is commenced. The paper does not reproduce every special statutory deadline or every ground of action.

How to use the whitepaper

For a new dispute, begin with Chapters 2–6. For a claim already served, turn first to Chapters 7–10 and the deadline register in Appendix A. Where assets or evidence may disappear, read Chapters 11 and 12 immediately. For a judgment already obtained, Chapters 17–23 explain the steps needed to turn it into an enforceable result.

Examples are hypothetical and illustrate procedural choices; they are not accounts of Tridens matters or predictions of court outcomes. Practical recommendations are distinguished from statutory requirements. Monetary examples do not constitute a fee quotation. References to statutory decision periods describe the legal framework, not a promise that a court will determine a particular matter within that time.

The first instruction in a live matter should include the complete documents received and the exact dates of service. A short deadline can run while the parties are still discussing whether to litigate.

This publication provides general information. It does not replace advice based on the documents, applicable law, procedural history and objectives of a particular dispute. An engagement with Tridens begins only on agreed terms.

Principal authorities: CPC arts. 1–34; Civil Code; laws and conventions identified in the source register. Research date: 19 October 2026.

CHAPTER 02

The decisions that shape a dispute

Before committing to proceedings, a client needs a clear answer to five questions: what legal result is available; who should be sued or defend; which forum can decide; what evidence proves the case; and whether the result can be enforced. These questions are connected. A contract claim may be easier to establish than a proprietary claim, but it may leave the claimant as an unsecured creditor of an insolvent company. A foreign judgment may be commercially useful only if it can reach assets in Albania.

Define the result before drafting the claim

The court generally decides within the relief sought. CPC article 6 requires it to determine what has been requested and only what has been requested. The remedy should therefore be drafted with the end result in mind: payment of an identified sum; performance of an obligation; delivery of an identified asset; recognition of a right; invalidity or termination of a transaction; cessation of interference; or another remedy permitted by substantive law.

The factual account, legal basis and requested order must fit together. A complaint that a developer has delayed construction does not itself specify whether the buyer wants performance, contractual penalties, termination and repayment, compensation, or alternative remedies. Those possibilities can have different legal conditions, limitation periods, evidential needs and enforcement consequences. Counsel should examine compatibility and avoid seeking inconsistent recoveries without explaining their alternative basis.

Quantification should distinguish principal, contractual interest, statutory interest, penalties, damages and costs. Record the currency, relevant dates, calculation method and supporting records. Future or continuing amounts require an appropriate legal and procedural formulation. The court cannot be expected to reconstruct an unparticularised financial claim from a box of invoices.

Test the defence before the other side does

A useful initial assessment separates admitted facts from disputed facts and documents from assumptions. Review the opposing case at its strongest: contractual exclusions, performance defects, payment, set-off, lack of authority, missing parties, time bars, forum clauses and evidence that contradicts the client's account. Counsel needs access to adverse documents early. A weakness discovered during preparation can often be addressed; the same weakness first exposed in a hearing may be much harder to manage.

For a corporate client, establish who owns the claim. A shareholder's economic loss may arise from damage suffered by the company, but that does not automatically give the shareholder standing to recover the company's loss personally. Similarly, an administrator signing a contract on behalf of a company is not automatically personally liable for the company's obligations. Guarantees, separate wrongdoing and statutory responsibility require their own analysis.

Plan for collection and proportionate expenditure

Investigate available assets through lawful sources before deciding the scale of the litigation. Consider the defendant's property, secured debt, bank and trading relationships, litigation exposure and solvency. A judgment against one group company is not automatically enforceable against another group member or its shareholders. Identify the legal owner of each potential asset and any prior security or third-party interest.

Use a staged budget. Initial investigation, urgent relief, first-instance proceedings, expert evidence, appeal and enforcement should have separate assumptions and decision points. Compare the amount realistically recoverable with the cost of achieving it, the likely delay and the business consequences of prolonged conflict. This assessment is commercial judgment, not a substitute for legal analysis.

Settlement should be tested against the net value of litigation, not merely the amount written at the top of the claim. A secured, enforceable settlement payable promptly may be worth more than a larger unsecured judgment obtained later. Conversely, a proposed settlement that merely postpones payment without security may worsen the creditor's position.

An initial instruction that enables useful advice

Provide a dated chronology, all contracts and amendments, corporate details, communications, payment records, prior notices and a list of known assets. State the desired outcome and any non-negotiable commercial constraints. Explain whether proceedings, enforcement, regulatory action or negotiations are already underway elsewhere. Identify urgent risks, including a threatened transfer, demolition, termination, expiring guarantee or loss of records.

A litigation strategy should identify both the order to be requested and the practical steps by which that order would change the client's position.

Principal authorities: CPC arts. 2, 6, 12, 31–34, 154 and 310; substantive remedies depend on the applicable Civil Code and special-law provisions.

CHAPTER 03

Courts and the correct procedural route

Ordinary civil disputes generally begin before a Court of First Instance of General Jurisdiction. Ordinary appeals are heard by the Court of Appeal of General Jurisdiction. The High Court reviews cases within its statutory recourse jurisdiction. The Constitutional Court has a distinct constitutional function and is not a further ordinary civil appeal court.

The judicial map was reorganised in 2023. The ordinary first-instance network was reduced to thirteen courts, and a single Court of Appeal of General Jurisdiction replaced the former regional ordinary appeal courts. Older contracts, decisions and consolidated legislation may still refer to “district courts” or the former appeal structure. Those labels must be mapped to the current competent court rather than copied into a new filing without checking territorial coverage.

Civil or administrative jurisdiction

The involvement of a public authority does not alone determine the correct route. Identify the legal relationship, the act challenged and the relief sought. A challenge to the exercise of public power may fall within the administrative courts and Law no. 49/2012. A private-law dispute involving a public entity may require a different analysis. Employment in the public sector, public contracts, tax assessments and property registration disputes can raise particularly important classification questions.

An administrative complaint or mandatory preliminary review may have to be completed before judicial proceedings under the relevant special law. The ordinary civil appeal periods should not be applied to administrative litigation by analogy. Separate statutory time limits and allocation rules must be checked. Bringing a civil claim is not a safe substitute for a missed administrative remedy.

Criminal proceedings concern criminal responsibility. A criminal complaint should not be treated as a general debt-collection procedure. Parallel civil issues may exist, and the CPC addresses

circumstances in which a civil case depends on another proceeding, but there is no automatic rule that every allegation of fraud stops the civil court from proceeding.

Composition of the court

CPC article 35 generally provides for a single judge at first instance. A three-judge panel is required in specified matters, including claims valued at more than ALL 50 million and certain proceedings concerning disappearance, death or capacity. The value and nature of the claim can therefore affect how the court is constituted.

The appeal court generally sits with three judges, with statutory single-judge exceptions, including specified small contractual claims and enforcement matters. The High Court's Civil College generally sits with three judges, while procedures to unify or develop judicial practice and proceedings before the combined colleges follow special composition rules. An irregularly constituted court can be a serious procedural defect.

Jurisdiction and competence objections

Albanian procedure distinguishes jurisdiction from competence. Subject-matter, functional and territorial competence also need to be separated. Some objections can be raised by the court of its own motion; others must be advanced by the party within the procedural stage allowed by law. CPC article 61 requires an ordinary territorial competence objection to be raised before the order scheduling the judicial hearing under article 158/c. Exclusive territorial competence is treated differently.

Do not assume that every ruling on competence has an immediate standalone appeal. Under article 62, a decision declaring lack of competence or rejecting an objection is challenged with the final or non-final decision, according to the Code. Questions of judicial jurisdiction under article 59 have their own rules. The correct remedy must be identified from the particular ruling rather than from its general description as a "jurisdiction decision".

If a file is transferred or returned, preserve the original filing receipt and all subsequent orders. Consider the effect on limitation and on any interim protection. A transfer is an administrative event in the life of the case, but it can also affect which judge receives urgent applications and how the parties are notified.

Principal authorities: CPC arts. 35–41 and 59–64; Law no. 49/2012; High Judicial Council 2023 annual report, section on implementation of the new judicial map.

CHAPTER 04

Domestic venue and international jurisdiction

Selecting the competent court requires two separate inquiries where a foreign element is present: whether Albanian courts have international jurisdiction, and which Albanian court is competent. The governing law of the contract is a third question. Choosing German or English substantive law, for example, does not by itself select a German or English court.

Domestic territorial rules

The ordinary starting point is the defendant's residence or the legal entity's seat, subject to the CPC's detailed rules. A branch's activities can also be relevant. Real-property rights, partition of real property and possession claims fall within the special territorial rule in article 45. Inheritance disputes have their own rule in article 46. These provisions are not displaced merely because another court would be more convenient.

Other claims may offer an additional venue. The Code provides options for certain employment, maintenance and damage claims. Where several defendants or related claims are involved, the joinder and venue provisions must be read together. The practical convenience of hearing everything in one place does not create competence if the statutory conditions are absent.

Article 52 permits written territorial agreements within its limits. It does not permit the parties to override the exclusive rules in articles 45 and 46 or other statutory prohibitions. A clause should identify the intended dispute and forum clearly; a vague reference to "the competent courts" may add little to the statutory position.

Foreign parties and the private international law framework

Law no. 10 428 of 2 June 2011 on private international law governs international jurisdiction alongside applicable conventions and the CPC. Its general rule in article 71 connects jurisdiction to the defendant's habitual residence in Albania. Article 80 provides additional bases, including

specified contractual obligations to be performed in Albania and harmful acts occurring there. The precise connection must be established from the facts.

Article 72 reserves certain matters to Albanian courts, including specified rights in Albanian immovable property, corporate or organisational decisions involving entities connected to Albania, the validity of entries in Albanian public registers and enforcement in Albania. An exclusive forum clause elsewhere must be tested against these rules and any applicable convention; it cannot simply be assumed effective for every dispute arising from the contract.

Article 73 recognises jurisdiction agreements meeting its conditions and can also give significance to a defendant's participation without challenging international jurisdiction in the circumstances specified there. A defendant should therefore obtain advice before filing a substantive response that might amount to acceptance of the forum. The international jurisdiction objection should be coordinated with, rather than omitted from, the defence timetable.

Article 81 allows Albanian jurisdiction over interim protective measures where the measures are to be executed in Albania or Albanian courts have jurisdiction over the merits. This matters when the substantive dispute is international but the threatened asset is local. The availability of local protection does not automatically establish jurisdiction over the whole merits dispute.

Parallel proceedings

CPC article 38 permits the Albanian court, in its stated circumstances, to stay a later Albanian proceeding in favour of an earlier foreign proceeding where the foreign decision is expected to be recognisable and the interests of proper administration support a stay. The court may resume proceedings in specified circumstances, including problematic delay abroad. A foreign action is not an automatic bar to an Albanian claim.

Compare the parties, subject matter, legal basis, filing dates and expected recognition route. A parallel case can create inconsistent judgments, duplicated expense and difficult service questions. Disclose it to counsel at the outset, even if it concerns an affiliate, a related contract or only part of the commercial relationship.

Court selection under the Hague Convention

The 2005 Hague Choice of Court Convention entered into force for Albania on 1 October 2024. It can materially affect qualifying exclusive choice-of-court agreements and recognition of resulting judgments. Its scope, exclusions and transitional provisions must be checked; it is not a general rule validating every clause in every consumer, employment or property agreement. Chapter 23 explains how it differs from the 2019 Judgments Convention.

Principal authorities: CPC arts. 37–58; Law no. 10 428/2011 arts. 71–85; 2005 Hague Choice of Court Convention arts. 1–6 and 16; HCCH status table.

CHAPTER 05

Parties representation and authority

The party named in the claim must be the person or entity entitled to the remedy or legally responsible for the obligation. Accurate identification affects service, standing, the binding effect of the judgment and enforcement. A trading name, project name or building name is not necessarily a legal person.

For a company, obtain a current registration extract and examine historic entries where the identity or authority of a signatory matters. Check the legal name, registration number, registered seat, administrators, representation rules, liquidation status and any succession or merger. For an individual, verify identity and a usable service address. Where an estate, co-owned asset or person lacking procedural capacity is involved, establish who must act and in what capacity.

Authority to conduct proceedings

CPC articles 90–98 regulate participation and representation. Depending on the circumstances, an individual may act personally or through a permitted representative. A legal entity acts through its competent organs or authorised representatives. The fact that a person manages day-to-day commercial dealings does not necessarily confer authority to institute proceedings, accept service, waive a claim or settle.

A power of attorney should identify the client and representative and address the intended proceedings. Article 97 requires specific authority for acts involving disposition of the right in dispute. Settlement, withdrawal, waiver, acceptance of claims, receipt of money and instructions concerning enforcement should therefore be considered expressly rather than left to a generic formula.

At the High Court, lawyer representation is mandatory under article 96/a, subject to the statutory exception for representation by the State Advocacy. Article 474 requires recourse and other applications to that court to be signed by the representing lawyer. A client's own signature does not cure the absence of the required professional signature. The special power of attorney required for recourse must be included in the filing package.

Instructions from abroad

A foreign client can often conduct much of the litigation through Albanian counsel, but should not be promised that attendance will never be required. The court may require personal attendance where procedural rules permit, including for clarification of the facts. Witness evidence, identity issues and particular settlement or personal-status matters may also require additional arrangements.

Foreign corporate extracts, powers of attorney and other public documents may need an apostille or other authentication, subject to the relevant treaty and document type. Authentication and translation are separate questions. An apostille authenticates the public signature or seal within its scope; it does not prove the truth of every statement in the document or establish substantive authority that the signatory did not have.

Foreign-language evidence must be submitted with an appropriate Albanian translation under CPC article 266. Obtain guidance on the required certification before commissioning translations in another country. Different spelling of names, transliteration, addresses and company identifiers should be reconciled through the source documents, not silently “corrected” by the litigation team.

Multiple parties and conflicts of interest

Where several people must be bound by the outcome, examine mandatory joinder before filing. A property partition, challenge to an indivisible legal relationship or corporate dispute may require additional parties. The court can require correction of incomplete necessary joinder, but relying on a later correction creates avoidable risk and delay.

Related parties do not always have identical interests. A company, its administrator, shareholder and guarantor may require separate advice. Counsel should identify conflicts before obtaining detailed confidential instructions from all of them. The client should also appoint one person to coordinate information while reserving substantive decisions to the legally authorised decision-maker.

Confidentiality and the court file

Professional confidentiality is not the same as a guarantee that all documents disclosed to a lawyer are immune from use in litigation. CPC articles 235 and 264 contain protections relevant

to representative knowledge and documentary production, but particular communications and records require legal assessment. Merely copying a lawyer on a business email does not resolve its evidential status.

Keep legal advice separate from ordinary commercial correspondence, restrict access to genuinely confidential material and discuss protective steps before filing trade secrets or personal data. Open justice remains the starting point, although article 173 allows closed hearings in specified circumstances.

Principal authorities: CPC arts. 90–98, 162, 173, 182, 235, 264, 266, 474 and 476; Law no. 10 428/2011 arts. 82–85; Hague Apostille Convention and applicable bilateral arrangements.

CHAPTER 06

Limitation and the pre action stage

A limitation review should be completed before substantive negotiations become prolonged. The CPC governs the procedure, but the Civil Code and special statutes determine many periods within which rights must be asserted. A claim can be factually strong and still fail because the relevant period has expired and the opposing party raises the defence.

General and special limitation periods

Civil Code article 114 provides a general ten-year period where the law does not prescribe otherwise. It is a starting point, not a universal rule. Article 115 contains materially shorter periods: six months for the specified contractual penalty claims; one year for forwarding claims; six months for specified non-maritime transport claims and one year for maritime or mixed transport; two years for insurance and reinsurance compensation; three years for immovable-property rents; and three years for non-contractual damage and unjust enrichment. Certain non-pecuniary reputation claims have a one-year period.

Other Civil Code provisions and special laws prescribe their own periods. Some rights or actions listed in article 113 are not subject to prescription, but this does not mean that every dispute described as a “property case” or “declaration” is immune from time bars. The substance of the relief, competing rights such as acquisitive prescription and any special statutory regime must be examined.

Under article 125, the court does not ordinarily apply completed prescription of its own motion; the interested party must invoke it. A defendant should identify and plead the issue promptly within the CPC’s framework for defence. A claimant should investigate it even where the defendant has not yet mentioned it.

Identify when the clock began

Article 117 links commencement to the arising of the right of action, with specific rules following. For a contractual obligation with a fixed performance date, article 118 starts the period when that date is reached. Periodic payments have separate starting points. Obligations without a fixed

period or payable on demand require particular care: the statutory starting rule should not be replaced by an assumption that a creditor can postpone prescription indefinitely by delaying a demand.

For non-contractual damage, article 120 addresses when the injured party knew or should have known of the damage and the responsible person. Similar discovery-related language appears for unjust enrichment. Establish the relevant knowledge through dated documents, not merely a retrospective statement that the client “only recently realised” there was a problem.

Prepare a limitation schedule for every head of claim and every defendant. A principal debt, rent instalment, penalty, indemnity and damage claim can have different periods or starting points. Keep limitation distinct from a contractual notification deadline, a guarantee expiry date and a procedural deadline set by the court.

Interruption suspension and preclusion

Article 131 recognises several forms of interruption, including a sufficiently clear acknowledgement by the debtor, filing a claim, counterclaim or objection within the provision, an act placing the debtor in default, and applying for compulsory enforcement. Whether a particular letter qualifies depends on its content, legal effect and provable delivery. A casual negotiation email should not be assumed to preserve the claim.

Articles 134 and 135 regulate the effect of interruption. Importantly, where proceedings are dismissed without a merits determination or discontinued, the interruption associated with filing may not survive. Withdrawing a claim to improve its drafting can therefore have consequences beyond paying the filing fee again. Counsel should analyse limitation before withdrawal or an agreed discontinuance.

Suspension under articles 129–130 is a different concept: specified circumstances exclude time from the calculation. Preclusive periods are different again. Article 137 generally excludes the ordinary interruption rules, and suspension applies only where the law permits it. Parties cannot safely extend statutory prescription periods by agreement contrary to article 116.

A useful demand and preservation step

A pre-action demand should identify the obligation, relevant contract, breach, amount or performance requested, deadline and payment or delivery method. It should reserve appropriate

rights and use the contractually and legally relevant notification method. A demand may help establish default or support interruption, but the right wording and delivery route must be assessed rather than assumed.

The CPC does not impose one universal pre-action protocol for every civil claim. A contract or special statute may nevertheless require prior notice, a cure period, administrative review or another step. Urgent protective relief may also be necessary before a demand alerts the other side to a threatened attachment. Discuss the sequence with counsel where asset dissipation is a genuine concern.

Issue an internal preservation instruction covering emails, messaging applications, accounting systems, original contracts, site records and backup policies. Stop routine deletion of relevant material. Preserve the original format and context; a screenshot alone may not establish authorship, completeness or date.

Do not treat ongoing negotiations as an automatic suspension of limitation. Record the legally effective protective step and the evidence that it occurred.

Principal authorities: Civil Code arts. 112–139, particularly 114–125 and 129–137; CPC arts. 154, 158 and 201–201/a.

CHAPTER 07

Costs fees and financial exposure

The amount in dispute is only one component of the financial decision. A litigation budget should distinguish court fees, lawyers' fees, experts, translations, service, travel, protective security and enforcement costs. It should also identify the potential liability for the other side's recoverable costs if the claim or defence fails.

Court fees and advance expenses

Law no. 98/2017 establishes the framework for judicial fees, including general filing fees, special procedural or administrative fees and additional fees associated with unjustified delay. The amount payable for a particular filing depends on its classification, value, stage and applicable implementing tariff. The court administration's current payment instructions should be checked before filing.

The legislation distinguishes the statutory framework from the detailed tariff. Do not assume that a headline percentage applies to every claim or that an older schedule applies unchanged to a different procedural step. The filing package should contain a transparent value calculation and proof of the correct payment or an application for a legally available exemption. Increasing or changing relief can affect the fee analysis.

Court fees should not be confused with professional fees. Law no. 98/2017 states that VAT is not applied to the judicial fees it regulates. The tax treatment of lawyers, translators, experts or other providers is a separate question. A budget should show whether professional prices include or exclude applicable VAT rather than adding tax indiscriminately to every line.

Under CPC article 105, expenses associated with witnesses, experts and other procedural acts are generally advanced by the party requesting them, subject to the court's allocation and statutory exceptions. The party may therefore need to finance an expert report well before there is any recoverable judgment. Failure to provide a required advance can obstruct the evidence the party needs.

What the losing party may pay

Article 106 allocates the claimant's recoverable court expenses and the fee of one lawyer to the defendant in proportion to the part of the claim allowed; the defendant's expenses are correspondingly relevant to the rejected part. This is not a promise that the winning party will recover every amount paid under its private retainer. The costs request must be properly supported, and the court determines the recoverable allocation.

Unnecessary expense and unjustified procedural delay can affect costs separately from the merits. Article 107 also addresses situations in which the claimant caused unnecessary litigation despite ultimately succeeding. In a judicial settlement, article 108 provides for each party to bear its own costs unless the parties agree otherwise. The settlement should expressly allocate fees, expert expenses and enforcement costs where another result is intended.

Maintain a costs file from the beginning: engagement documents, invoices, payment evidence, expert deposits, translations, courier charges and other relevant expenditure. Distinguish costs of this case from unrelated advisory work. A consolidated schedule is easier to support than a late estimate.

Security for a foreign claimant

Article 83 of the private international law statute can allow a defendant to seek security for judicial costs from a qualifying foreign or stateless claimant without residence or a seat in Albania. It contains important exceptions, including relevant reciprocity, international agreements, timing requirements and the absence of a legitimate interest in security. It is not an automatic deposit imposed on every foreign claimant.

Security for costs must also be distinguished from security supporting an interim measure. The former addresses potential procedural costs; the latter protects against harm caused by a protective measure that proves unjustified. A client can encounter both in the same dispute, and neither should be treated as a payment of the underlying debt.

Legal aid and realistic budgeting

State-guaranteed legal aid and exemptions are governed by their own eligibility and application rules, including Law no. 111/2017 and the judicial-fees framework. A person who may qualify

should raise the issue early and provide the necessary eligibility records. Being financially disadvantaged does not justify simply omitting a fee without the required application or decision.

For a commercial mandate, agree reporting and approval points: commencement, urgent measures, appointment of an expert, settlement proposals, appeal and enforcement. Ask what work is included, what would trigger a revised budget and who approves third-party expenses. A capped stage fee can provide predictability while recognising that a counterclaim, additional parties or a technically complex expert dispute changes the work required.

Principal authorities: CPC arts. 102–110 and 525; Law no. 98/2017, especially arts. 5–10 and 13; Law no. 111/2017; Law no. 10 428/2011 art. 83.

CHAPTER 08

Commencing proceedings

Proceedings should begin with a coherent, complete claim rather than an outline to be developed later. The CPC places significant responsibility on the parties to identify their facts, evidence and procedural requests early. A well-prepared filing helps the court understand both the legal dispute and the decisions needed to organise the case.

Contents of the statement of claim

Article 154 requires the court, parties, subject matter, facts, evidence and legal basis to be identified, together with the value where relevant. Contact information must be accurate. A company's name should match its registration records, and an individual should be distinguishable from other people with the same or similar name. The requested order should state precisely what the defendant is to pay, deliver, do or refrain from doing.

The filing should identify witnesses and the facts each can address, documents sought from other people or institutions, the location and relevance of those documents, any expert examination requested and the basis for involving additional parties. Merely stating that evidence "will be provided later" may be inadequate where it could and should have been presented at the outset.

The chronology should connect each material event to an exhibit. Explain disputed contractual provisions and calculations in the pleading itself, while attaching the complete documents necessary to understand them. Selective extracts that omit qualifications or later amendments can undermine the claim and create unnecessary challenges over completeness.

Attachments and filing administration

Article 156 addresses copies for defendants and the accompanying authority and fee documents. Organise exhibits consistently, keep originals available and use readable copies. Where documents are in another language, plan the Albanian translation and any authentication before the filing deadline. Large technical records should have a usable index and a clear explanation of relevance.

Retain evidence of submission, the case number, the assigned court and any correction order. The filing receipt is important for limitation and for monitoring whether the case is moving through the registry. Confirm how notices will be received and who will monitor them. An administrative request for information should not be mistaken for an extension of a judicial deadline.

Correction of defects

Under article 154/a, the court may require defects to be corrected within the period it sets. Timely correction preserves the original presentation date within the provision. If the defects are not cured, the claim is treated as not filed and returned. This can be critical where a limitation period or a pre-action attachment deadline is close.

Do not assume that every substantive defect can be repaired as a formal omission. Naming the wrong defendant, choosing an unavailable remedy or failing to include a necessary party may require different procedural steps. A correction order should be read alongside the claim's substantive and limitation position, not handled as routine correspondence.

The effect of filing

Filing sets the procedural process in motion, but it does not itself freeze assets, stop a contract, suspend a registry operation or prove liability. If protection is needed, request an appropriate measure and support it with evidence. Likewise, filing a civil action does not automatically suspend a related administrative or enforcement procedure.

Where connected claims or parallel actions exist, explain the relationship. Articles 55–58 and the case-preparation provisions regulate joinder and related proceedings. Consolidation may improve efficiency, but it must be legally available and must not obscure the separate obligations or evidence concerning different defendants.

The first weeks after filing should be used to resolve service issues, respond to the defence, prepare expert questions and confirm the documentary record. They are not a safe period in which to postpone assembling the case.

Principal authorities: CPC arts. 55–58, 153–158/c and 202–204.

CHAPTER 09

Service and deadline control

Service is central to the fairness and enforceability of the proceedings. A party must have the legally required opportunity to learn of the case and respond. Defective service can affect the validity of later procedural acts, the available appeal remedies and recognition of a judgment abroad. Equally, a party should not assume that refusing to accept an envelope prevents service from taking effect.

Domestic notification

CPC articles 129–144 regulate summonses and notifications. Written service can be performed through court staff or the postal service in accordance with the Code. For private legal entities, article 130 provides for delivery at the registered centre to a representative or person authorised to receive documents and, in their absence, another person working there. Internal company procedures should therefore ensure that reception staff immediately forward judicial documents to the responsible person.

Where personal delivery is not possible, article 131 provides specified alternatives at the residence, place of business or employment, including delivery to qualifying family members or other persons under the conditions stated. The record should identify the recipient, relationship, steps taken and time and place of delivery. These rules should not be reduced to the proposition that only a director's personal signature makes service effective.

Refusal, inability to sign and substituted service have particular rules. Articles 130 and 132 can treat notification as completed when the prescribed record of refusal or inability is made. A litigant who disputes service should obtain the actual service record and explain the legal defect, rather than rely solely on an assertion that the document was never personally read.

Electronic service and public announcement

Article 129 permits electronic notification where the court orders it and the required prior consent exists. It also recognises the significance of an address expressly selected in a contract for judicial notification. Parties must inform the court of changes to their own or their

representative's address and electronic contact details. Breach of that duty can make a later invalid-service argument inadmissible.

Public announcement is a fallback subject to articles 133/a-133/b, including the necessary attempts to locate and notify the recipient. It is not a convenient first choice simply because international service is slower. The notice must contain the prescribed information, be displayed through the required channels and remain displayed for at least twenty days.

Keep a central service log with the document, recipient, method, actual receipt date, legally relevant notification date and supporting proof. A company should cover staff absence and spam filtering. The person responsible for the litigation calendar should receive the original notification, not a verbal summary several days later.

Service abroad

The CPC's international assistance provisions operate alongside treaties. The 1965 Hague Service Convention can provide the relevant route between states for which it applies, subject to declarations and the nature of the documents. Central-authority requests, translations and alternative channels must be assessed for the destination state. Membership of the Convention does not make every postal or electronic method valid in every direction.

An Albanian court's domestic email practice should not be assumed sufficient for service on a foreign defendant. If the address is unknown, establish what searches were made and whether the applicable treaty is engaged. Where a foreign judgment may later be enforced, preserve the evidence of timely, lawful service from the first proceeding. Correcting that deficiency after judgment can be difficult or impossible.

Calculating procedural time

Under articles 145-149, the starting day or hour is generally excluded, and the rules address periods expressed in days, weeks, months or years. If the final day falls on a holiday, the next working day generally becomes the final day. Filing at a court office is subject to its operating hours; a deadline should not be treated as permission to arrive after the registry has closed. Postal filing has its own rule concerning timely dispatch.

For the main appellate periods in article 443, article 444 starts the period on the day after notification of the reasoned decision. The date the operative part was announced and the date

the reasoned judgment was notified may differ. Both should be recorded. A different statutory rule can apply to a special remedy, so the general rule must not be copied indiscriminately into every calendar entry.

Restoration of a missed deadline is exceptional. Articles 151–152 address restoration in specified circumstances, and article 458 specifically concerns restoration of an appeal period for justified reasons. Evidence of the obstacle, prompt action and the correct procedural route matter. An application for restoration is not a reliable substitute for timely filing.

Use two independent diary checks for every appeal and enforcement challenge. Record the legal trigger as well as the calculated date, and retain proof of filing.

Principal authorities: CPC arts. 119–124, 129–152, 443–445 and 458; 1965 Hague Service Convention and current state declarations.

CHAPTER 10

Defending a claim and defining the issues

The defence stage is substantive. It is not merely an opportunity to state that the claim is disputed. Under CPC article 158, the defendant must present its account, objections, evidence and relevant procedural requests within the period fixed by the court, which may not exceed thirty days from notification of the claim. The actual court order must be followed; a defendant should not assume that it always has a full thirty days.

The defence package

The response should distinguish facts admitted, facts denied and facts outside the defendant's knowledge. Explain the contractual or statutory basis of the defence and identify the documents supporting it. Payment, defective performance, lack of standing, limitation, jurisdiction and authority issues require their own factual foundation. A generic denial may leave the court without the material needed to assess the real dispute.

Article 158 requires early identification of witnesses, documents sought from others, expert questions, third-party participation and any counterclaim. Defences and evidence that depend on the parties can be precluded if not put forward at the required stage. Later exceptions exist, but they should not be treated as a routine opportunity to reconstruct the case after the hearing has begun.

The claimant should analyse the defence immediately. Article 158 permits responsive evidence concerning new matters raised in it within the procedural framework. New allegations may require additional documents, a revised expert request or a decision about the parties. The correct response is a focused answer to the new issue, not repetition of the original claim.

Counterclaims and set off

Article 160 permits a counterclaim where the statutory connection exists or set-off is available, subject to the timing rule before the article 158/c scheduling order. In practice it should be

evaluated and, where appropriate, included in the defence package required by article 158. Waiting for the merits hearing can leave the defendant outside the proper procedural stage.

Distinguish a defence that reduces the claimant's entitlement from an independent request for a judgment in the defendant's favour. A counterclaim requires its own pleaded facts, relief, evidence, valuation and fee analysis. If different parties or an arbitration clause are involved, examine whether the proposed counterclaim can be heard in the same proceeding at all.

The court may need to separate claims that cannot properly proceed together. Commercial connectedness does not eliminate the requirements for subject-matter competence, party participation or a valid procedural form. The defendant should also consider whether a separate claim is necessary to preserve a right that cannot be pursued as a counterclaim.

Amendments and additional parties

Article 185 distinguishes changes to the cause of action during preparation from changes to the relief at a later stage where the statutory conditions are met. It also protects an absent party's opportunity to respond. An amendment is not simply a revised document emailed to the court: it requires the proper request and judicial handling.

Articles 189–193 regulate primary intervention, secondary intervention and the involvement of third parties. These mechanisms serve different purposes. A person claiming the disputed right is not in the same position as a person supporting an existing party or a third party against whom related relief may be sought. The timing rules, generally tied to the preparatory stage, must be checked.

Necessary joinder under article 162 deserves particular attention. If a decision cannot properly be made without everyone concerned, the absence of a necessary party can undermine the proceedings and lead to remittal on appeal. The court may set a period to cure the defect. The client should help identify co-owners, successors and other affected rights holders before that problem arises.

Withdrawal and waiver are different decisions

Article 201 addresses withdrawal from the proceedings; after the defendant has defended on the merits, the defendant's position on withdrawal becomes relevant under the provision. Article 201/a concerns waiver of the right of action and has a different consequence: dismissal and

inability to bring the same claim again. The client's instructions must specify which legal step is intended.

Before consenting to discontinuance, consider costs, limitation, interim measures and enforceability of the settlement. A promise that the other side will pay after withdrawal may expose the claimant if the promise is not itself enforceable or secured.

Principal authorities: CPC arts. 158–162/a, 185–201/a and 467.

CHAPTER 11

Urgent protection of assets and rights

An interim measure protects the usefulness of a future judgment. It does not finally determine the dispute. A claimant seeking to freeze an asset must explain why the statutory conditions are met and why the requested measure is appropriate to the claim and risk. The application should identify the asset and the order that a bailiff, bank, registry or other person can actually implement.

The legal test

Under CPC article 202, the court may secure a claim where there are reasons to fear that enforcement of the eventual decision will become impossible or difficult. The provision refers to written evidence supporting the claim or security given by the applicant in an amount and form set by the court. The court may require security even where written evidence supports the application. It should not be assumed that a cash guarantee automatically replaces the need for a legally coherent claim and an enforcement risk.

Evidence of risk should be specific: an identified proposed sale, dissipation of assets, insolvency indicators, repeated transfers or another documented circumstance. The existence of a dispute alone does not explain why assets must be frozen. The measure should be limited and proportionate to the relief sought, including the amount secured.

Article 206 permits seizure of movable or immovable assets and receivables, as well as other suitable measures. Several forms of protection may be combined within the value of the claim. The exemptions cross-referenced in article 529 remain relevant. The application should explain why the chosen form is effective and why a less intrusive alternative would or would not protect the claim.

Before or during the main action

Article 204 permits pre-action protection before the court of the claimant's residence or the place where the assets are located, within the provision. If protection is granted before the claim is filed, the court sets a period for filing the action that must not exceed fifteen days. Missing that deadline can cause the measure to fall. The draft claim and filing arrangements should therefore be substantially ready before pre-action relief is sought.

Article 203 permits protective relief during the proceedings, including before the appellate court where the case is pending there, until the relevant finality stage. It expressly separates this regime from claims already in enforcement. Once enforcement is underway, the applicable tools and challenges are found in the enforcement provisions rather than a fresh use of pre-judgment security as though no title existed.

Article 202 provides a five-day decision period for the application. The court generally considers the parties' positions, but article 205 permits urgent consideration in chambers where the statutory circumstances justify proceeding without first hearing the opponent. A request without prior notice should explain the urgency and the risk created by advance warning.

Implementing and maintaining the measure

An order is useful only if implemented correctly. Identify the property through the relevant cadastral data, the debtor through accurate identifiers and the recipient institution through the correct channel. The bailiff must have the executable decision and practical information necessary to act. Obtain evidence of the bank freeze, registry entry or other implementing step.

The opposing party may seek variation, substitution or removal under article 207. Security can change as the claim, asset position or risk changes. Monitor whether the measure still covers the actual dispute and whether it has become excessive. A settlement should expressly address its continuation, replacement or release.

Appeal effects require care. Articles 209–210 permit a special appeal. An appeal against granting security does not suspend implementation; an appeal against replacement or removal suspends the execution of that ruling under article 210. The general assumption that “an appeal stops everything” is therefore wrong.

Liability and release

Article 211 regulates the fate of security if the claim is not pursued or ultimately fails and addresses the guarantee and potential damages claim. The provision includes a fifteen-day period, measured from the relevant final decision, for the opposing party's damages action affecting return of the guarantee. The precise outcome must be checked against the procedural posture.

When the claimant succeeds, article 212 connects the confirmed measure with enforcement. The claimant should ensure that the protective step is carried into the execution process without an avoidable gap. A defendant should similarly ensure that a legally required release is actually registered and communicated to the institutions concerned.

A useful urgent application combines a viable claim, evidence of a real risk, an identifiable asset, a proportionate proposed order and a plan for immediate execution.

Principal authorities: CPC arts. 202–212, 510–515 and 529; Law no. 10 428/2011 art. 81.

CHAPTER 12

Evidence strategy and preservation

Under CPC article 12, each party must prove the facts on which it bases its claims. The court determines the legal significance of those facts and assesses the evidence according to the Code. A persuasive commercial narrative is not a substitute for admissible proof of each necessary element.

Build an evidence matrix

Break the claim or defence into propositions: a contract existed; the signatory had authority; the obligation became due; performance occurred or failed; notice was given; loss followed; and the requested amount is justified. Match each proposition to a document, witness, expert issue or other admissible source. Record gaps and the procedural means available to fill them.

This exercise often reveals that the strongest-looking exhibit proves less than expected. An invoice may show that a sum was requested, but not that goods were delivered or accepted. A bank transfer may prove payment without identifying which obligation it discharged. A cadastral extract records registered information but does not necessarily answer every challenge to the underlying transaction or chain of title.

The court admits relevant and necessary evidence under article 213. It is not required to receive every document the client possesses. Organise material so that the judge can locate the specific proposition and supporting passage. Keep complete originals or source files available even where a concise extract is used for navigation.

Obtaining documents from other people

Albanian civil litigation does not operate on the assumption of unrestricted common-law discovery. Article 223 allows the court, on a party's request, to order another party or a third person to produce a document or item where necessary. The applicant must describe the circumstances indicating its location, characteristics and the facts it would prove. A speculative demand for all of the opponent's records is materially different from a targeted request for an identified contract or account entry.

Article 224 addresses information from public authorities, while articles 264–276 provide further rules on documentary production and justified refusal. Professional secrecy, protected information and state secrets require specific treatment. The party seeking production generally advances necessary expenses. Make requests early enough to comply with the preparation and evidence deadlines.

Where evidence is abroad, articles 215–222 and applicable conventions govern judicial assistance. The 1970 Hague Evidence Convention may be relevant in an applicable treaty relationship, including declarations affecting particular requests. A domestic production order should not be assumed to compel a foreign non-party directly without the necessary international process.

Preserve evidence before it disappears

Articles 292–296 allow evidence to be taken in advance where it risks disappearing or becoming difficult to obtain. This is distinct from securing the claim under articles 202–212. A freezing order protects enforcement; early evidence-taking protects the ability to prove the case. The same dispute may justify both applications, for different reasons.

Before a claim is filed, the evidence-preservation request is directed to the court connected to the person to be examined or the item to be inspected under article 293. The request should identify the evidence, the facts it supports and the urgency. The other party is normally notified, with exceptions where it is unknown or delay cannot be permitted. The court specifies what evidence will be taken and how.

Construction defects provide a practical example. Necessary repairs may remove the physical condition that later needs to be proved. Counsel should consider a prompt inspection and expert record before repair, while recognising that immediate safety work may be unavoidable. Record the condition, intervention, materials, dates and reasons; do not deliberately preserve a dangerous condition merely to strengthen a claim.

Manage electronic records carefully

Preserve original emails with headers and attachments, complete message threads, native accounting exports and relevant metadata. Record who collected a file, from which system and

when. Keep an unchanged master copy and a separate working copy. These steps support authenticity and completeness; they do not make an unlawfully obtained record admissible.

Do not edit screenshots, reconstruct missing messages or change dates to make a sequence appear clearer. Any translation, transcription or explanatory annotation should be separate from the original. Where authenticity is likely to be contested, obtain appropriate technical advice and consider whether a court-appointed expert is needed.

Principal authorities: CPC arts. 12–14, 29, 154, 158, 186, 213–224, 264–280 and 286–296; applicable judicial-assistance treaties.

CHAPTER 13

Documents witnesses and experts

Different forms of evidence have different statutory characteristics. The objective is not to accumulate the largest file, but to assemble reliable proof that addresses the disputed issues and can withstand challenge. A document's official appearance, a witness's confidence or an expert's professional title does not remove the need to examine what the evidence actually establishes.

Official and private documents

Articles 253–257 give official documents particular evidential force where they are issued by a competent public official in the prescribed form. That force relates to the matters the official document legally establishes. It should not be expanded into a guarantee of the validity of every underlying commercial arrangement. A notarised act and a private contract with a signature authenticated by a notary may raise different questions.

Articles 259–263 address private writings and business records. The origin of a signature, the nature of an admission and the statutory rules concerning books or accounts can be decisive. Under article 267, a person against whom a private writing is produced must promptly state whether the signature's authenticity is accepted; failure to respond has consequences under the provision.

Where authenticity or falsification is disputed, articles 267–280 provide the procedural framework. The objection should identify the alleged problem and the evidence supporting it. Unsupported accusations of forgery are not an effective substitute for analysis and can carry procedural consequences. Preserve comparison signatures and source records, and distinguish a false signature from disagreement with the legal effect of a genuine document.

Article 278 permits photographs, films and other recordings to serve as evidence where the court is satisfied of their accuracy and authenticity, including through expert assistance. Article 279 addresses properly certified reproductions. For an electronic record, explain provenance and completeness rather than assuming that a printed screenshot proves the whole exchange.

Witness evidence

Witnesses should be identified by the facts they personally observed. A person who negotiated the contract, received the goods or inspected the defect may offer different evidence from a manager who learned of the dispute later. The pleading should state why each witness is relevant. The client should provide contact details and explain any relationship that may affect the evidence.

Articles 231–234 limit witness evidence where the law requires writing for validity or proof and in attempts to contradict or go beyond certain written instruments, subject to the statutory exceptions. An oral recollection should not be assumed capable of replacing a required written agreement. The exception relied on must be analysed, not merely asserted.

Article 235 contains restrictions and protections concerning representatives, specified relatives and other persons. Witness examination is governed by the court's procedural rules. Preparation should help a witness understand the process and distinguish direct recollection from inference; it must not shape or invent an account. If a witness does not remember, accuracy is preferable to a confident reconstruction.

Small-claim provisions allow specified written statements or remote evidence in appropriate circumstances, but this is not a universal entitlement to substitute an affidavit or video call for attendance in every civil case. The relevant order and statutory procedure must be followed.

Expert evidence

Under articles 224/a–230, the court appoints experts where scientific, technical or artistic knowledge is required. The expert's role is to assist with factual and technical questions, not to decide the law. A civil engineer may address compliance, quantities, causation or repair cost; the court determines the contractual and legal consequences.

The expert should be appropriately qualified and independent, with appointment from the Ministry of Justice's register subject to the statutory exception for specialist fields without a licensing regime. Conflicts or grounds for exclusion should be raised promptly. The appointment order should define the task, timetable, documents, access and advance payment.

Parties can propose questions and comment on the report. Article 227 provides for written observations and participation within the court's directions, including specialist observations in

the circumstances described there. Article 229 allows clarification or a fresh examination where the report is incomplete, unclear or conflicting. A private expert's report can help frame the case, but it does not automatically replace a court-appointed examination.

Testing the report

Examine the assumptions, source material, method and calculation, not merely the conclusion. Ask whether the expert inspected the relevant property, used the correct period and prices, separated contractual work from variations, accounted for depreciation or betterment and explained uncertainty. A damages model should not count the same loss under multiple headings.

The expert's opinion does not bind the court. Article 224/b requires detailed reasoning where the court takes a different view. The litigation team should therefore translate the technical findings into a clear legal submission while preserving the distinction between expert fact-finding and judicial decision-making.

Principal authorities: CPC arts. 224/a–280, including 224/b, 224/d, 227, 229, 231–236/a, 253–267 and 278–279.

CHAPTER 14

Preparation hearings and procedural conduct

The preparatory stage determines how the case will be tried. It is the time to clarify the parties' positions, resolve procedural issues, identify evidence and organise the hearing. Treating preparation as an administrative formality can leave important objections or evidence outside the permitted stage.

The preparation order and hearing

Articles 158/a-158/c regulate the judge's preparatory work, the preparatory hearing and the order setting the case for judicial examination. Matters such as intervention, substitution, succession, amendments, counterclaims and expert appointments can require a preparatory hearing. The court's directions should be translated into a concrete task list for the client and counsel.

The article 158/c order is a significant procedural boundary. Article 186 limits later introduction of new facts and evidence, subject to exceptions such as circumstances outside the party's fault, matters not previously knowable and other statutory grounds. For any late evidence, explain when it became available, why it could not have been presented earlier and why it matters.

The client should review the factual chronology and evidence index before the preparation stage closes. Check that all material documents have been delivered to counsel, witnesses are identified, technical issues are included in the proposed expert task and the relief accurately reflects the intended outcome. This is the point to resolve gaps, not simply to approve a polished narrative.

Attendance and absence

The court checks proper notification and attendance. Article 179 sets out consequences where one or both parties fail to attend. Depending on the circumstances and the requests made, the case may be discontinued or may proceed in a party's absence where the statutory conditions

are met. A defendant's absence does not automatically establish the claimant's legal entitlement or prove the amount claimed.

A claimant should not assume that the court will continue a case without a procedurally appropriate request when the defendant is absent. A defendant should not assume that refusing to attend prevents judgment. Where there is a genuine obstacle, notify the court promptly, provide evidence and request the appropriate step. An adjournment is a judicial decision, not a unilateral entitlement.

Under article 187, an absent party may join at a later stage, but repetition of earlier procedural steps requires the conditions in that provision, including relevant service defects or circumstances outside the party's control. Returning to the case does not automatically reset it to the beginning.

Open justice and sensitive material

Hearings are generally public. Article 173 permits closed proceedings in specified circumstances, including protection of minors, private life, commercial secrets and other protected interests. A request should identify the information requiring protection and the legal basis for limiting public access. General embarrassment or reputational concern is not equivalent to a statutory ground.

Use proportionate measures. Sensitive documents may need careful presentation, limited disclosure or another legally available arrangement. Do not omit relevant evidence without discussing the consequences with counsel. The right to confidentiality must be considered alongside the opposing party's right to understand and answer the case.

The record and procedural objections

The hearing record is important for appeal. Article 118 provides for recording and the procedural minutes, with article 118/1 addressing transcription. Counsel should ensure that material requests, rulings, objections and statements are accurately recorded. A disputed refusal to admit evidence is much harder to challenge if the request and reasons are absent from the file.

The Code distinguishes procedural defects and the extent to which they invalidate later acts. Under articles 119–124, not every irregularity automatically nullifies the case; purpose, effect and timely objection matter. Raise a defect at the proper time and explain the prejudice or statutory consequence, rather than saving every complaint for appeal.

Concluding submissions

After evidence is complete, articles 302–304 govern final submissions and reopening. A party may request the period allowed for written final submissions, up to five days under article 302. The closing submission should address each element of the remedy, the strongest opposing argument and the requested costs order, with references to evidence actually admitted.

New evidence is not ordinarily introduced after closure of the investigation. Reopening requires the applicable grounds. A final submission should synthesise the record, not try to repair an avoidable failure to prove a central fact.

Principal authorities: CPC arts. 118–124, 158/a–158/c, 173, 179, 182, 186–187 and 302–304.

CHAPTER 15

Small claims and special civil proceedings

Not every civil matter follows the same sequence as a fully contested ordinary claim. The Code contains simplified and special procedures. The correct classification can affect how evidence is received, whether an oral hearing is required, the form of the decision and available appeals. It should be identified at the beginning rather than after the parties have prepared for the wrong process.

The simplified contractual claim

Article 162/a provides a simplified route for claims arising from contractual relationships with a value up to twenty times the national minimum wage. Because the threshold is linked to a changing statutory figure, it should be calculated using the minimum wage applicable to the case rather than a permanently printed lek amount. The threshold is not the same as the separate value limit for recourse to the High Court.

The court generally proceeds in writing unless it considers an oral hearing necessary under the provision. The parties still need a complete statement of claim or defence, relevant documents and a reliable calculation. Simplification does not mean that disputed invoices become automatically payable or that ordinary evidential objections disappear.

Where a counterclaim exceeds the simplified threshold, article 162/a provides for treatment under the ordinary procedure. Articles 236/a and 285/a allow particular forms of written or remote evidence and explanation. Their use depends on the statutory conditions and the court's directions, not solely on the parties' preference to avoid attendance.

A short period concerning the reasoned decision

Article 310 provides a special form of decision for claims within the stated small-value threshold. If a party intends to appeal, it must notify the court in writing within three days of notification of that decision so that the court reasons the decision and serves it. This step deserves immediate

diary control and should not be confused with the ordinary fifteen-day appeal period against the reasoned judgment.

The three-day step should be addressed with counsel as soon as the decision is received. Waiting until the ordinary appeal period is nearly over may create an avoidable procedural dispute about the form and timing of the decision to be challenged.

Partition and proof of legal facts

The CPC also contains special procedures, including partition, declarations concerning disappearance or death, capacity matters and judicial confirmation of certain legal facts. A request to confirm a fact is not a universal way to bypass a contested ownership claim. The statutory conditions, available documentary proof and the existence of a dispute over substantive rights matter.

Partition requires identification of all co-owners, their shares and the assets to be divided. Questions about entitlement, the feasibility of division and the means of allocating or selling assets must be addressed through the appropriate stages. A client who wants exclusive control over a property should be advised about the possible outcomes rather than promised a physical division that may be technically or legally impossible.

Specialist subject matter

Family proceedings can involve mandatory protections, personal attendance, child interests and special interim measures. Insolvency can replace individual enforcement with a collective process. Labour claims can engage specific substantive deadlines and rules. Administrative disputes follow a separate jurisdictional framework. The existence of a CPC procedure does not displace the special statute governing the underlying matter.

This whitepaper concentrates on the ordinary civil route and the procedural features most relevant to business and private-client disputes. When a matter falls within a specialist procedure, the litigation plan should identify the additional statute, any mandatory preliminary step, the distinct deadline and the effect on settlement or enforcement.

Principal authorities: CPC arts. 162/a, 236/a, 285/a and 310; Part II, Title III on special proceedings; applicable family, labour, administrative and insolvency legislation.

CHAPTER 16

Settlement mediation and arbitration

A settlement is successful when it resolves the dispute on terms the parties understand and can enforce. The amount is only one element. Authority, timing, security, release of claims, tax treatment, registration steps, costs and consequences of default can determine whether the agreement actually closes the matter.

Negotiating a workable settlement

Define the obligations precisely: payer and recipient, currency, account, payment dates, documents to be delivered, property to be transferred and steps required from registries or third parties. Where payment is deferred, consider appropriate security and the consequences of a missed instalment. Avoid assuming that a default clause automatically makes the entire arrangement directly enforceable without the required legal form.

The sequence matters. A claimant may agree to discontinue proceedings after cleared payment or upon delivery of enforceable security, rather than immediately upon a promise. Specify what happens to interim measures, costs and existing enforcement. Releases should identify the claims and parties covered without inadvertently giving up unrelated rights or purporting to bind people who are not parties.

For a company, confirm the signatory's authority and any necessary corporate approvals. For counsel, ensure the power of attorney permits the proposed dispositive act. An agreement reached commercially can fail procedurally if the person purporting to bind the client lacks authority.

Judicial settlement

CPC article 158/ç allows settlement efforts during the proceedings. The court considers whether the agreement is compatible with law before approving it. A judicially approved settlement has procedural consequences different from an informal exchange of settlement emails. Its terms should be drafted so that the obligations are clear enough to support enforcement where required.

Where mediation is pursued during litigation, articles 297–298 regulate the relevant stay and resumption framework, including the thirty-day provision in article 298. Parties should monitor the case while negotiating. They should not assume that an invitation to mediate automatically suspends every filing, limitation or appeal deadline.

Mediation under the special law

Law no. 10 385 of 24 February 2011, as amended, regulates mediation. The mediator facilitates agreement; the mediator does not impose a binding adjudication on the merits. Check licensing, conflicts, the scope of the dispute and the parties’ authority before the process begins.

Articles 19–20 contain confidentiality and restrictions on using specified mediation communications as evidence, subject to the statutory rules. These protections should not be assumed to cover every settlement discussion outside a qualifying mediation. Existing documents do not necessarily become unusable merely because someone also discussed them during negotiations.

Articles 22–24 address the settlement instrument, its contents, enforceability and invalidity. A compliant mediation agreement can constitute an executable title under article 23. The obligations must be clear and precisely defined, and the conditions of the law must be satisfied. An informal agreement labelled “mediation” does not automatically acquire that status.

Arbitration as a distinct route

Arbitration is based on a valid arbitration agreement and an arbitrable dispute. Law no. 52/2023 now provides the principal modern statutory framework. Older reproductions of the CPC’s arbitration provisions should not be used as the sole guide to a new arbitration. The special law also contains transitional rules for proceedings commenced before its entry into force.

Review the clause before filing in court. The seat, scope, parties, institution or ad hoc rules, appointment mechanism and language affect both the procedure and court assistance. Consumer agreements and public bodies are subject to specific requirements under the 2023 law. A contract’s invalidity does not automatically resolve the separate question of the arbitration clause’s validity.

The court’s role includes the forms of assistance, protection and review permitted by the statute. Arbitration is not simply a confidential version of ordinary litigation with an unrestricted

appeal on the merits. Challenges to an award are based on the statutory grounds, and the enforcement route depends on whether the award is domestic or foreign.

Foreign awards engage the 1958 New York Convention, Law no. 52/2023 article 47 and the applicable CPC recognition procedure. They should not be processed as though they were ordinary foreign court judgments under the Hague Judgments Convention, which excludes arbitration and related proceedings.

Before ending a live case, check the settlement’s legal form and enforcement route, the authority to sign, and the consequences for limitation, costs and protective measures.

Principal authorities: CPC arts. 97, 108, 158/ç, 201–201/a and 297–298; Law no. 10 385/2011 arts. 19–24; Law no. 52/2023 arts. 4–11 and 44–49; New York Convention.

CHAPTER 17

Judgment finality and provisional enforcement

A judgment should be reviewed as an operative legal instrument. The client needs to know what was decided, against whom, in what amount or form, when it can be challenged and when it can be enforced. A favourable oral announcement is not enough to answer all of those questions.

The reasoned decision

Articles 308–310 regulate the decision and its contents. The court may announce the operative part and deposit the reasoned decision within twenty days, or defer announcement of the reasoned decision within that period. The decision should identify the court, parties, claims, findings, evidence, legal reasoning, operative orders, costs and appeal information.

Compare the operative part with each head of relief. Check names and identifiers, amounts, currency, interest dates, property descriptions and the nature of any required act. A reasoning section that appears favourable may not be enough if the operative part does not contain the obligation the client needs to enforce.

Article 316 provides for notification of appealable decisions within its stated period, including where the reasoned decision follows later. Obtain the complete decision and evidence of notification. Keep the announcement date and notification date separate because they serve different procedural purposes.

Correction supplementation and interpretation

Article 312 permits correction of clerical, calculation or other evident errors; it is not a mechanism for changing the court's substantive assessment. Article 313 allows a request to supplement a decision where the court failed to determine a request on which evidence was presented, within thirty days of announcement. Article 314 concerns clarification or interpretation of an obscure decision before it has been executed.

Choose the remedy that corresponds to the problem. A wrong legal conclusion generally calls for an appeal, not a request that the same judge “correct” the judgment. A missing operative determination may require supplementation. A transposed digit may be a clerical correction. Do not assume that seeking one of these measures suspends the deadline for another remedy; assess and preserve the appeal position separately.

Finality and the binding effect

Article 451 states when a decision becomes final, including where no appeal lies, the available appeal is not made in time or is withdrawn or rejected, and the specified outcomes at second instance. Article 451/a addresses the binding effect between the relevant parties and successors and prevents the same dispute, between the same parties, concerning the same subject and cause, from being tried again except as the law permits.

Finality is not identical to the exhaustion of every extraordinary remedy. An appeal judgment may be final and enforceable while a recourse to the High Court remains pending. The client must therefore examine enforcement exposure and any stay application independently of the decision to seek recourse.

The scope of the binding effect should be read carefully. A judgment against a company does not automatically impose liability on its shareholders. A finding about one payment period does not necessarily dispose of every future obligation. The precise parties, relief, cause and operative determination matter.

Provisional enforcement

Article 317 permits provisional enforcement in specified categories, including maintenance, remuneration from employment and restoration of possession of the marital home. It also addresses cases where delay would cause serious harm that cannot be repaired or would make enforcement impossible or excessively difficult. The court may require security in the latter situation.

The request should explain why waiting for ordinary finality would defeat meaningful relief and how any security addresses the risk to the other party. It should not be presented as an automatic entitlement of every successful claimant. Article 318 allows a special appeal against granting or refusing provisional enforcement.

If the provisionally enforced decision is overturned, article 319 regulates suspension and restitution. A party receiving money or property under provisional enforcement should understand that it may have to return it if the ultimate outcome changes. Funds should not be treated as commercially irreversible simply because a bailiff has transferred them.

Principal authorities: CPC arts. 308–319, 443–445, 449 and 451–451/a.

CHAPTER 18

Appeal to the Court of Appeal

An ordinary appeal is an opportunity to challenge the first-instance decision within the limits prescribed by the CPC. It should identify the errors that matter to the outcome and the order sought from the appeal court. Repeating the first-instance pleading without explaining why the judgment is wrong is rarely an effective appellate submission.

Time and filing

The ordinary period for appealing a final first-instance civil judgment is fifteen days under article 443. Article 444 starts that period on the day after notification of the reasoned decision. Article 445 also contains a one-year outer rule from announcement, subject to the stated exception for an absent party unaware of the proceedings because of invalid notification. Both the ordinary deadline and any outer limit require attention.

The appeal is filed through the court that issued the decision, under article 446. Articles 453–455 regulate signature, contents and attachments. The filing should identify the challenged decision, grounds, requested outcome, required copies and authority. Where defects are notified, article 455 provides a five-day correction period. Missing the original deadline is not the same as a curable omission in an otherwise timely appeal.

Article 456 provides a five-day period from notification of the opposing appeal for a counter-appeal. A respondent who seeks a change to the judgment should obtain advice on that mechanism rather than assume a general response can achieve the same result. Independently preserve any available ordinary appeal before relying on the other side to appeal.

Scope and new evidence

Article 465 confines appellate review to the scope of the appeal, subject to the legal framework. Article 459 treats rejected requests and contentions not repeated in the appeal as abandoned. The drafter should therefore audit every adverse ruling and decide consciously which points to pursue.

New claims cannot generally be introduced, and the elements of the action cannot simply be changed at appeal. Article 465 permits new facts and evidence in specified circumstances, including inability without fault to present them earlier, unlawful refusal by the first-instance court to receive relevant evidence, or lack of prior knowledge that the party could not overcome. Explain the applicable exception and provide evidence of it.

A document that was available throughout first instance but withheld for tactical reasons should not be assumed admissible later. Equally, a properly made request that the trial court wrongly rejected should be preserved in the record so that the appeal can address both the error and its significance.

Procedure and attendance

Article 460 regulates scheduling, notice and written submissions. Notice of the hearing and panel is ordinarily given at least fifteen days before the hearing through the prescribed channels, with specific rules for individual electronic notification and exceptional situations. Parties may file written submissions concerning the appeal and counter-appeal up to five days before examination under article 460(5/1).

The absence of a properly notified party does not necessarily prevent examination of the appeal. Article 461 contains the relevant rules and exceptions. Counsel should monitor the court's published schedule and the contact channels used in the case; waiting for an informal telephone call is not a dependable notification strategy.

The appeal court can uphold or change the decision or take another outcome permitted by the Code. Article 467 addresses remittal for specified serious procedural defects, including irregular composition, proceedings without proper notice, defective necessary joinder and failure to examine the relevant claims. Remittal is not the automatic consequence of every error.

Does the appeal stop enforcement

Article 449 generally suspends execution of the appealed decision pending ordinary appeal, except where the law provides otherwise. Provisional enforcement and special measures therefore require separate analysis. An appeal against an interlocutory ruling does not generally stop the main proceedings or the ruling's execution under article 471, unless the Code or the appeal court provides otherwise.

Article 467 permits a special recourse against the specified remittal decision. The general five-day period for special appeals and special recourses under article 443 is materially shorter than the thirty-day period for an ordinary High Court recourse. The classification of the decision must be checked immediately.

Principal authorities: CPC arts. 443–471/a, particularly 444–446, 449, 453–460, 465 and 467.

CHAPTER 19

High Court recourse and reopening

The High Court is not an unrestricted third hearing of the facts. A recourse must satisfy the statutory grounds and procedural requirements. A client should understand the distinction between a strong disagreement with the result and a legal issue that the High Court can properly examine.

Grounds and admissibility

Article 472 permits recourse for the specified serious legal and procedural grounds: incorrect application of substantive or procedural law of fundamental importance to the consistency, certainty or development of judicial practice; inconsistency with the identified High Court practice; and serious procedural violations affecting validity within the statutory framework. The provision excludes recourse against appeal decisions concerning claims valued up to ALL 150,000.

The separate small-claim threshold linked to the minimum wage does not replace that ALL 150,000 recourse threshold. Nor does the fact that a case is economically important to the particular client alone establish a qualifying ground under article 472.

The recourse should formulate the legal question, identify the challenged reasoning, explain the material consequence and show the applicable admissibility ground. Where inconsistent practice is alleged, identify the relevant decisions accurately and explain the inconsistency. Citations to unrelated judgments or summaries without a matching legal issue weaken the submission.

Filing and response

Articles 443–444 and 476 provide the thirty-day period measured from notification of the reasoned decision. Filing is through the issuing court. The lawyer's signature, special power of attorney, certified decision, notification material where relevant and required copies must be included. Article 476 provides a five-day correction period for the defects it covers, with consequences if they are not cured.

Article 477 regulates counter-recourse, including notification within twenty days from notification of the recourse. This period is different from the five-day counter-appeal period at ordinary appeal. A respondent should address admissibility and the legal merits, not assume that an unsuccessful appellant will necessarily be refused without a response.

Article 478 restricts new documents at this stage, with exceptions concerning the challenged decision and admissibility of recourse or counter-recourse. The High Court is not the place to introduce a previously available accounting file in an attempt to retry the facts. The foundation for legal review is normally the record properly developed below.

Enforcement while recourse is pending

Recourse does not automatically suspend enforcement. Under article 479, the High Court may grant a stay on application where immediate execution would have serious and irreparable consequences and/or the applicant provides material security ensuring execution. The application may be included in the recourse or submitted separately and must explain the actual risk.

The opposing party ordinarily has three days from the day after learning of the application to provide written arguments under article 479. Urgent consideration without prior notice is possible in the stated circumstances. The decision can later be varied or revoked on a proper application. A stay request must therefore be monitored separately from the progress of the recourse itself.

Possible outcomes

Article 485 sets out the High Court's powers, including refusal of recourse, upholding, reversal, remittal and, where the law can be applied without renewed factual or evidential assessment, final determination. Decisions unifying or changing practice articulate the relevant legal rule and have the publication consequences prescribed by the Code.

A remittal order should be converted into a new litigation plan. Identify what the lower court must reconsider, what evidence remains valid and which procedural issues are settled by the higher court's instructions. Do not simply restart the original pleadings as though the appellate decision had not occurred.

Reopening a final decision

Articles 494–498/a provide an exceptional reopening procedure, known as *rishikim*. Grounds include qualifying newly discovered circumstances or written evidence, false testimony or expert opinion, criminal conduct affecting the decision, forged documents, reversal of a decision on which the judgment depended, specified inconsistent final judgments and an applicable finding by the European Court of Human Rights.

Reopening is not a substitute for an appeal that the party chose not to pursue. Article 496 generally requires the application within thirty days from proven knowledge of the ground, with the specific final-decision trigger for the cases addressed by article 495. Article 497 identifies the competent court by reference to the highest court that examined the merits, requires a lawyer's signature and regulates correction of defects.

The applicant must preserve evidence of discovery: when the new document was obtained, why it could not previously have been known and how it affects the result. An ordinary adverse development or a new legal argument does not automatically qualify as a reopening ground.

Principal authorities: CPC arts. 96/a, 443–445, 472–485 and 494–498/a.

CHAPTER 20

Delay remedies and fundamental rights

Litigation planning must distinguish statutory periods, actual case progress and remedies for excessive delay. A court backlog does not eliminate procedural rights, but it also does not mean that every period of inactivity automatically establishes a compensable violation. The record should show what happened, why it happened and what the party did to move the case forward.

Requests to progress the case

Keep a chronology of filing, service, hearings, adjournments, expert appointments, completed reports and pending decisions. Where a practical obstacle can be removed, address it directly: correct an address, provide a requested translation, pay an ordered advance or seek a ruling on an unresolved application. A party's own delay affects both the case and the assessment of any later delay complaint.

At appeal, article 460 permits a reasoned request for accelerated consideration on particularly serious grounds within the law. Such a request should explain the concrete harm caused by delay and provide supporting material. It should not be confused with the separate statutory procedure for finding a breach of the reasonable-time requirement.

The CPC reasonable time framework

Articles 399/1–399/12 establish remedies concerning excessive duration, acceleration and compensation. Article 399/2 identifies reference periods, including two years at each of the first-instance, appeal and High Court stages in civil proceedings and, subject to its exceptions, one year for enforcement measured from the enforcement request. These are statutory benchmarks for the remedy, not advertised completion times for every case.

An application can be relevant even before those periods expire where the circumstances justify it. Complexity, subject matter, the conduct of the court or enforcement body, the parties'

behaviour and other relevant circumstances are considered. Periods of lawful suspension and other excluded periods must be treated according to the Code.

Article 399/6 allocates the acceleration application according to the stage: generally the appeal court for delay at first instance, the relevant High Court college for delay at appeal, a different High Court college for delay within that court, and the competent first-instance court for enforcement delay. The filing mechanism and required documents in article 399/5 must be followed.

The application does not suspend the underlying case or enforcement. Article 399/7 sets a forty-five-day period for deciding the acceleration application in chambers and regulates information from the body alleged to have delayed. The statutory framework also addresses action taken by that body while the request is pending. The applicant should continue monitoring both proceedings.

Compensation is a separate question

Articles 399/4 and 399/6 must be read together when moving from a finding of delay to compensation. The statutory acceleration route must first be exhausted, and the conditions concerning the finding and its implementation must be assessed. Compensation is not automatically transferred to the claimant when an acceleration request succeeds.

Article 399/6(3) prescribes a six-month period from the final finding of the breach for the compensation claim. Article 399/10 provides a statutory range of ALL 50,000–100,000 for each year, or proportionate months, beyond a reasonable period, taking the specified circumstances into account and subject to the statutory cap linked to the underlying claim or enforcement. This is not an automatic tariff payable for every year the case has existed.

Constitutional and Strasbourg remedies

An individual constitutional complaint concerns an alleged violation of constitutional rights and is subject to admissibility requirements, including exhaustion of effective remedies and the statutory four-month period under article 71/a of Law no. 8577/2000. The trigger and exhaustion analysis must be assessed for the particular complaint; they should not be assumed identical to the ordinary civil appeal rules.

An application to the European Court of Human Rights concerns the responsibility of the state under the European Convention. It is not another appeal on the correctness of private-law findings. The ordinary Article 35 period is four months from the relevant final domestic decision after exhaustion of effective domestic remedies. Strict application-form and admissibility requirements also apply. Pursuing an ineffective or inappropriate additional remedy does not necessarily extend the Strasbourg period.

Preserve the full procedural record and raise relevant rights complaints domestically at the appropriate time. Neither a constitutional complaint nor a Strasbourg application should be assumed to stop enforcement automatically. Any available interim or suspension mechanism requires its own legal basis and application.

Principal authorities: CPC arts. 399/1–399/12 and 460; Law no. 8577/2000 art. 71/a; European Convention on Human Rights arts. 6, 13 and 35; Constitutional Court guidance and ECHR admissibility guidance.

CHAPTER 21

Enforcing a judgment in Albania

Enforcement should be planned before judgment and activated promptly when the legal conditions are met. The creditor needs an executable title, the required execution instrument, accurate debtor and asset information and an organised relationship with the bailiff. A final decision does not cause the court to collect the debt automatically.

Titles and execution instruments

Article 510 lists executable titles. These include qualifying final civil decisions containing an obligation, specified interim and provisionally enforceable decisions, relevant parts of criminal judgments, recognised foreign judgments and awards, domestic awards, notarial acts containing monetary obligations, specified bank and non-bank credit instruments and other instruments designated by law.

An ordinary invoice or unsigned payment demand is not automatically an executable title. Where the creditor already holds a qualifying title, a fresh ordinary claim to establish the same obligation may be unnecessary or inappropriate. The form and content of the instrument must be assessed, including the distinction between a notarial monetary obligation and a document that merely bears an authenticated signature.

Article 511 governs the execution order. For the specified court judgments, the execution direction is included in the operative part of the decision; for a recognised foreign judgment, the recognising court issues it in the recognition decision. Certain decisions, including claim-security measures, fines, compulsory evidence orders, the costs component and provisionally enforceable civil decisions, are directly executed under the provision without a separate execution order.

The supplied CPC includes the constitutional qualification arising from decision no. 30 of 2 November 2022 concerning application of article 511's commercial late-payment reference to consumer bank loans. Commercial late-payment rules should not be applied mechanically to consumer credit. The current consumer-credit framework and the constitutional ruling require specific examination in such a case.

Instructing the bailiff

Article 515 allows execution through the state or private judicial bailiff service on the creditor's request. The package generally includes the executable title in the prescribed form, the original execution order where required, the relevant fee and representative authority. The Code allows a five-day correction period for the specified deficiencies and sets periods for initiating execution, including fifteen days for the ordinary request and five days for claim-security measures and court fines.

Those periods concern procedural action, not a guarantee of completed collection. Agree how the bailiff will search for assets, communicate with institutions, report results and obtain instructions. Article 524 requires records of enforcement acts. The creditor should obtain copies rather than rely only on a verbal statement that "the banks have been contacted".

Article 516/a addresses coordination where multiple creditors pursue monetary enforcement against the same debtor. A new instruction does not necessarily create a separate unrestricted collection track. Existing enforcement, insolvency and competing security must be checked.

Voluntary compliance and compulsory action

Under article 517, the ordinary voluntary-compliance notice provides ten days, with five days for wages or maintenance. Article 519 permits earlier compulsory action where waiting would risk making enforcement impossible. The debtor can be required to disclose its asset position within the statutory framework.

Where the debtor requests time or instalments, article 517 contains conditions and an exception concerning obligations arising from bank credit. A creditor should evaluate payment proposals against actual financial evidence and available security. Informal instalment arrangements should specify whether enforcement is stayed and what happens on default.

Bank funds receivables and movable assets

Attachment can target the debtor's receivables and property within the amount necessary to satisfy the obligation. Bank balances and trading receivables may be more practical than a sale of land, but the legal owner, account status, competing claims and protected funds must be considered. A third-party receivable is not necessarily undisputed merely because the debtor recorded it in its accounts.

Articles 583–585 regulate the third party’s response concerning attached debts or items. Where the third party disputes that the debt or item belongs to the debtor, a further claim may be necessary to establish the creditor’s position. The bailiff’s attachment cannot simply decide every contested relationship between the debtor and another business.

Movable assets require identification, inventory, valuation, custody and a lawful sale process. The expected net proceeds should justify the cost. Assets used by the debtor may belong to a lessor, a supplier retaining title or another group company. Third-party ownership objections can materially affect the result.

Real property and distribution

Articles 560–564 require registration of the attachment and verification of the debtor’s ownership. Property descriptions must be accurate. Valuation, notice, auction, payment and transfer follow the subsequent statutory provisions. A registered attachment does not guarantee that the property has enough value after prior mortgages, preferential claims and sale costs to pay the creditor.

Review the valuation and auction records promptly because challenges can have very short periods. A creditor considering acquisition of the property against its claim needs advice on the price, any amount payable beyond the debt, third-party rights, taxes and registration consequences. It should not assume that bidding is a cost-free substitute for collecting money.

Articles 534–539 govern participation by other creditors and distribution. Preferential claims are dealt with first, and remaining proceeds may be distributed proportionately. The distribution proposal has its own five-day challenge period under article 538. Monitor it even where the original attachment was made by another creditor.

Protected assets and public debtors

Article 529 excludes specified assets and benefits from attachment. Article 533 protects the legally determined minimum subsistence level when wages are attached. These protections should be examined before proposing a collection strategy against an individual. Enforcement is not a licence to deprive a debtor of every means of living.

Article 589 contains a special regime for monetary enforcement against budgetary institutions and excludes compulsory execution against their movable and immovable property within that

provision. State-related and foreign public debtors also raise immunity and special-authorisation questions. An ordinary commercial asset plan should not be applied to them without further analysis.

Monitor the net result

Article 525 distinguishes fixed enforcement fees initially advanced by the creditor from other expenses and any agreed success fee under the applicable law. Obtain a written financial arrangement and understand which amounts may be charged to the debtor and which remain a contractual exposure. Recovery of the principal does not automatically settle every fee dispute.

Reconcile all receipts against principal, interest, costs and remaining balance. When the debt is satisfied or the process ends, obtain the appropriate closing records and release of attachments. If no assets are located, article 615 addresses suspension in specified circumstances. Keep the limitation and possible resumption position under review; a dormant enforcement file is not a continuing assurance of recovery.

Principal authorities: CPC arts. 510–539, 560–589 and 615–617; Constitutional Court decision no. 30 of 2 November 2022; applicable bailiff and insolvency legislation.

CHAPTER 22

Challenging enforcement and protecting third parties

Enforcement disputes require immediate classification. A challenge to the underlying obligation, a complaint about a bailiff's procedural act and a third party's ownership claim are different remedies with different conditions. Using the wrong mechanism can leave the short period for the correct one running.

Challenging the title or obligation

Article 609 allows the debtor to seek a declaration that the executable title is invalid, that the obligation does not exist, exists in a smaller amount or has subsequently been extinguished. The statutory period is thirty days from learning of the commencement of compulsory enforcement. The triggering event should be investigated from the actual file, not inferred from an unrelated demand letter.

Where the title is a court judgment or arbitral award, article 609 limits the debtor to facts arising after the decision. It does not ordinarily reopen the original merits. A later payment, settlement or other extinguishing event must be evidenced; a defence that could have been raised in the original case generally cannot be repackaged as a fresh merits challenge at enforcement.

The court may stay execution within the statutory conditions, but the act of filing does not itself create the stay. Credit instruments from banks and non-bank financial institutions have restrictive special rules in article 609 concerning security, duration and the grounds on which suspension is available. Those rules require specific advice rather than generalisation from an ordinary judgment debt.

Complaints about bailiff acts or refusal

Article 610 addresses acts contrary to the CPC's enforcement procedure and refusal to perform a required act. Its five-day period is short. The trigger depends on presence, summons, notification or knowledge under the relevant paragraph, and the provision contains specific

wording for debtor complaints concerning private bailiffs. The safest operational response is to seek advice immediately upon any disputed act, without waiting for a later document.

The complaint should identify the act or refusal, its date, the procedural rule breached, supporting evidence and the relief requested. Disagreement with a valuation, defective notice, an improper attachment and an unlawful refusal to act require different factual material. A complaint about professional conduct to a supervisory body does not replace the judicial remedy or suspend its deadline.

Article 610 states that the complaint does not suspend execution unless the court decides otherwise. It also includes a limited suspension regime where the title is a specified credit instrument. If an auction or transfer is imminent, a properly supported suspension request may therefore be essential in addition to the substantive complaint.

Property belonging to someone else

Under article 612, a third party claiming ownership of property under execution can sue the creditor and debtor before the court of the place of execution and seek exclusion of the asset from attachment and sale. The court may grant a temporary stay with or without security. Evidence should establish the third party's title, acquisition date and identification of the asset.

Articles 613–614 address consequences where property has already been sold and the third party's ownership is subsequently established. The position can become significantly more complex after distribution of the sale proceeds. A third-party owner should act before the sale if possible and should not assume that informing the bailiff informally is equivalent to obtaining judicial protection.

Payment and closure

If the obligation has been paid, give counsel and the bailiff complete evidence identifying the debt discharged and the amount received. Article 616 governs cessation in the stated circumstances. A payment to the wrong person or an ambiguous bank reference may not prove satisfaction of the executable obligation.

An agreement to pause execution should also state whether it is suspension, cessation, withdrawal or another step. These distinctions affect existing attachments, costs and the possibility of renewed execution under article 617. The debtor should obtain evidence that the agreed release has actually reached the bank or registry; the creditor should preserve the right to resume where the agreement permits.

Principal authorities: CPC arts. 538–539 and 609–617.

CHAPTER 23

Foreign judgments and international enforcement

Recognition establishes the effect of a foreign decision in Albania; enforcement uses Albanian procedures to obtain compliance against assets or persons within the relevant jurisdiction. The two steps are connected but distinct. A foreign judgment should be assessed before proceedings abroad begin if Albanian assets are likely to be the principal source of recovery.

The domestic CPC route

Articles 393–398 regulate recognition and enforcement of foreign court judgments, subject to applicable treaties and special laws. The application is presented to the appeal court under article 395. Article 397 makes clear that the court does not retry the merits; it examines the statutory barriers to recognition.

Article 394 addresses matters including the foreign court's jurisdiction, proper and timely notification of an absent defendant, conflicting Albanian judgments, relevant pending Albanian proceedings, finality under the foreign law and compatibility with the basic principles of Albanian law. The recognition court is not an opportunity to argue every contractual point again, but a serious service or jurisdiction defect can still prevent enforcement.

Article 396 identifies the documentary package, including the judgment, evidence of finality and representative authority with the required Albanian translations and authentication. Applicable conventions may modify authentication or other requirements. Obtain the complete judgment and relevant certificates from the issuing court; a downloaded summary or solicitor's description may not satisfy the formal requirements.

Once recognition is granted, execution proceeds under the applicable Albanian enforcement rules. The creditor still needs a practical asset plan. Recognition does not remove mortgages, immunities, insolvency rules or legitimate third-party claims.

The 2019 Hague Judgments Convention

The Convention entered into force for Albania on 1 March 2026. It provides an additional framework for qualifying civil or commercial judgments between states for which the Convention has effect. This development should be considered for both foreign judgments brought to Albania and Albanian judgments taken abroad.

Two threshold checks are essential. Article 29 governs whether treaty relations exist between the relevant states, including notifications. Article 16 requires the Convention to have had effect between the state of origin and the requested state when the original proceedings were instituted. A judgment delivered after March 2026 does not qualify merely because of its judgment date if the underlying proceedings began before the applicable treaty relationship existed.

The Convention does not cover every dispute. Exclusions include specified family and succession matters, insolvency, intellectual property, defamation, privacy, certain corporate validity issues and arbitration and related proceedings. Interim protective measures are not “judgments” for this purpose. A final payment judgment arising from a commercial contract may be within scope, but the particular subject matter and jurisdictional connection must still be tested.

Article 5 sets eligibility connections, including specified residence, branch, consent, contractual-performance and tort connections. Consumer and employment cases receive particular safeguards. Article 6 imposes an exclusive rule for judgments concerning rights in rem in immovable property. A contractual label should not be used to avoid the Convention’s property-related limits.

Articles 4 and 7 distinguish effect and enforceability in the state of origin from grounds for refusal, including defective notification, fraud, public policy and inconsistent judgments. Article 12 addresses documents and translation; article 13 leaves much of the procedural machinery to the requested state. Article 15 preserves national recognition routes subject to article 6. The Convention therefore adds a route; it does not make domestic procedure irrelevant.

The 2005 Choice of Court Convention

The 2005 Convention entered into force for Albania on 1 October 2024. It concerns qualifying exclusive choice-of-court agreements in international civil or commercial matters and judgments from the chosen court. Its structure differs from the 2019 Convention, which does not depend on the same type of exclusive clause.

Scope exclusions, formal requirements, the date of the jurisdiction agreement and the date proceedings were instituted must be checked under the 2005 Convention, particularly article 16. Consumer and employment contracts are outside its scope, and other exclusions are important. Not every asymmetric, non-exclusive or multi-forum clause fits the Convention's definition.

The two conventions should be analysed alongside any bilateral treaty and domestic law. Do not assume that EU civil-justice regulations apply directly to Albania merely because the other party or judgment is European. Likewise, a Hague Convention's entry into force for Albania is not equivalent to automatic enforcement in every country worldwide.

Foreign arbitral awards

Foreign awards have a separate framework under the New York Convention, the 2023 Arbitration Law and the CPC. The arbitration agreement, award, notification history, seat and any set-aside proceedings must be examined. The permitted refusal grounds are not a general licence to reconsider the merits.

The recognition route should be planned with counsel in both jurisdictions. An award may have assets available in several states, but parallel recovery must be coordinated and credited so that the creditor does not obtain double satisfaction. A stay or challenge at the seat may also affect the enforcement strategy elsewhere.

A cross border file that travels well

Preserve the initiating documents, service certificates, translations, hearing notices, complete reasoned decision, finality or enforceability certificates, appeal history and powers of attorney. Keep consistent names and corporate identifiers across the file. Where default judgment is involved, proof of a genuine opportunity to defend is especially important.

The same discipline applies when taking an Albanian judgment abroad. Obtain destination-country advice before assuming which certificate, authentication, limitation rule or local registration process applies. A judgment that is enforceable in Albania does not by itself authorise an Albanian bailiff to seize assets in another state.

Principal authorities: CPC arts. 393–399 and 510–515; 2019 Hague Judgments Convention arts. 1–16 and 29; 2005 Hague Choice of Court Convention, especially arts. 1–9 and 16; Law no. 52/2023 art. 47; New York Convention.

CHAPTER 24

Applying the process to common disputes

Procedural choices become clearer when they are connected to the transaction that has gone wrong. The examples below identify the questions to investigate; they do not replace the substantive law governing a particular contract, employment relationship, property right or company. Special limitation periods and statutory remedies must be checked separately.

Unpaid invoices and commercial debt

An invoice is an important accounting record, but the litigation file should establish the obligation behind it. Collect the contract, purchase order, delivery or completion records, acceptance, correspondence about defects, credit notes and payment history. Reconcile the figure claimed with the ledger and bank statements. Identify whether VAT, interest, contractual penalties and collection expenses are included and the legal basis for each component.

A defendant may dispute delivery, quality, price, authority, maturity, payment allocation or set-off. Address those points before filing rather than treating the absence of payment as proof that no defence exists. A written acknowledgement can be valuable, but its meaning, signatory authority and effect on limitation require examination.

Ask whether the existing instrument is already an enforceable title under article 510. A qualifying notarial monetary obligation may lead to a different route from an ordinary invoice. Starting an unnecessary merits action may add expense; attempting direct enforcement on a document that is not a title may expose the creditor to challenge. Use the instrument's legal character, not its heading, to choose the route.

Real estate and competing ownership claims

Separate the contractual promise to transfer property from ownership, possession and the accuracy of a public-register entry. A buyer seeking reimbursement from a seller may need a different defendant and remedy from a person asserting ownership against a registered third

party. A claim concerning an administrative act can raise a different jurisdictional question from a dispute between private holders of competing rights.

Obtain current and historical cadastral material, title instruments, maps, succession documents, encumbrance information and the transactions through which each party claims. Check parcel identity carefully: an address or marketing designation is not a substitute for the legal property identifier. Survey and valuation evidence may be needed, but neither resolves a legal defect in title by itself.

Where a sale, mortgage, demolition or construction activity threatens the utility of the judgment, assess targeted interim protection. The application should identify the property and the proposed restriction precisely. Include affected persons where legally required and consider third-party interests. An order that cannot be matched to a parcel or registered against the correct right may be difficult to implement.

Construction and development disputes

Preserve the signed contract, specifications, approved variations, permits, progress certificates, site records, photographs, instructions and correspondence about delay or defects. Separate contractual completion, physical handover, acceptance and registration; they may not occur on the same date. A defects dispute can turn on what was specified, who changed it and whether the contractor had a proper opportunity to inspect or remedy it.

Technical evidence should be obtained before the site changes. Record why emergency remedial work was necessary, give appropriate notice where feasible, preserve samples or records and consider judicial preservation of evidence. An expert should distinguish observed defects, likely causes, remedial options and cost, leaving legal liability to the court.

Claims for delay, loss of use or lost income need a documented causal and financial analysis. Avoid claiming the same loss under several labels. When a development involves separate landowner, developer, contractor and selling entities, identify which undertaking each entity actually gave. Common branding does not establish that all project participants owe the buyer the same obligation.

Shareholder and management disputes

Collect the articles, shareholder register, resolutions, notices of meetings, voting records, financial statements and relevant management decisions. Distinguish a claim belonging to the company from a shareholder's personal right. Identify who may validly instruct lawyers for the company where the authority of management is itself disputed.

The desired relief may include invalidating a resolution, enforcing an information right, recovering damage or obtaining another remedy under company law. Each has its own standing, timing and proof requirements. A broad allegation that management acted unfairly is not a substitute for identifying the decision, legal duty and appropriate remedy.

Urgent relief should be directed at an identified risk rather than simply seeking to stop the company's business. Consider employees, creditors and innocent shareholders as well as the parties. Preservation of accounting records and a controlled process for access to information can be as important as preventing an asset transfer.

Employment and private client disputes

Employment cases require the contract, job description, payroll, attendance records, notices, reasons for termination and the relevant communications. Labour legislation can impose special substantive deadlines and remedies. Do not assume that the Civil Code's general ten-year period governs an employment challenge or that a contractual arbitration clause is effective against an employee.

Inheritance, family status and capacity matters require their own substantive and procedural analysis. Identify all interested parties, authentic status documents and the relevant succession or family-law rules. A private settlement cannot dispose of another person's rights, override safeguards for a child or cure a lack of legal capacity. Where the issue is outside this guide's commercial focus, use the special procedure rather than adapting an ordinary debt claim.

Principal authorities: CPC arts. 31–34, 45–46, 154–162/a, 202–212, 224/a–230, 292–296 and 510; Civil Code and the applicable company, labour, family, cadastral or other special legislation must be examined for the particular dispute.

CHAPTER 25

Worked examples and decision points

These scenarios are hypothetical. They illustrate how procedural choices interact and do not predict a court's decision, case duration or recoverable amount.

A supplier facing a threatened asset sale

An Albanian supplier has an unpaid contractual claim. The customer disputes part of the delivery and appears to be preparing to sell its principal property. The supplier wants an immediate freeze of everything the customer owns.

The initial work should separate three questions: whether the debt can be proved, whether the transfer creates a concrete enforcement risk, and what protective measure is proportionate. The file should include the signed terms, delivery evidence, objections, reconciliation and reliable evidence about the asset and proposed transfer. A general fear that the debtor might not pay is weaker than a documented risk tied to identifiable property.

Counsel should check whether a valid enforceable title already exists, which court can hear the dispute, whether limitation is approaching and what guarantee the court may require for interim protection. If protection is sought before the claim is filed, the merits claim must be ready for the court's filing deadline, which cannot exceed fifteen days under article 204.

The commercial decision is whether the likely recovery justifies the cost, security and potential liability associated with protection. Settlement may be sensible if it provides verified security and an enforceable payment obligation. Simply withdrawing protection in exchange for an unsecured promise may reverse the benefit obtained.

A foreign company receiving Albanian proceedings

A foreign company receives a claim concerning performance in Albania. Its staff believe that the contract's foreign governing-law clause means it can ignore the Albanian court. They also forward only the first page of the papers to management.

The immediate response is to preserve the whole service package and record the method, date, recipient and any translation. The governing-law clause and jurisdiction clause must be examined separately. Participation without a timely jurisdiction objection can have consequences. Any challenge to service should be prepared alongside the defence strategy rather than treated as permission to miss the court's timetable.

The company must appoint an authorised representative, assemble the contractual evidence and identify witnesses, expert issues and any counterclaim in time for the defence. Corporate documents and powers of attorney may require translation or authentication. If an extension or restoration is thought necessary, the legal basis and supporting facts must be examined promptly; an informal discussion with court staff is not an extension order.

Management should also decide whether an early settlement is commercially possible and whether assets in Albania create enforcement exposure. These decisions can proceed while jurisdiction is contested, but communications and procedural steps should be coordinated so that they do not inadvertently undermine the objection.

A successful claimant facing an appeal

A claimant wins at first instance and assumes that the awarded money is available immediately. The defendant files an ordinary appeal. The claimant later learns that the defendant has sold an asset during the appeal period.

The judgment must be reviewed for finality, provisional enforceability and any continuing protective measure. An ordinary appeal generally suspends execution, subject to statutory exceptions. A merits victory therefore does not eliminate the need to monitor assets. The claimant should assess whether protection is available in the appellate proceedings and ensure that existing measures have not expired or been lifted.

Once the case reaches the stage of High Court recourse, the suspension analysis changes. Recourse does not itself produce an automatic stay. A party seeking a stay must address article 479 and the required conditions, while the opposing party should be ready to respond within the short statutory period. Treating every form of appeal as having the same enforcement effect is a costly mistake.

A judgment intended for use in two countries

An investor obtains a judgment abroad against a company with Albanian assets. The investor points to the 2019 Hague Convention and asks for immediate collection. The proceedings, however, were instituted before the Convention had effect between the two relevant states.

Article 16 must be checked before choosing the Convention route. If its timing requirement is not met, another treaty or the domestic CPC recognition framework may still be available. The answer is not necessarily that the judgment is unenforceable; it is that the proposed treaty basis may be wrong.

The investor should obtain the full judgment, service record, finality or enforceability certificates and appeal history. Albanian counsel should identify the recognition route and collection assets, while counsel in the originating state confirms the judgment's effect there. Any recovery abroad must be reconciled with recovery in Albania. Currency, interest, costs and satisfaction should be recorded consistently to prevent over-enforcement.

Decisions that should be recorded in writing

At the start, record the remedy sought, evidence gaps, limitation analysis, forum, urgent measures, proposed budget and client authority. After the defence and principal evidence are known, update the assessment rather than repeating the initial view. Before appeal, compare the specific alleged errors with the applicable appeal grounds, the cost and the effect on enforcement.

At settlement or collection, record what has actually been paid or transferred, which rights are released, whether security can be discharged and which files remain open. A case is not operationally complete merely because a settlement was signed or a bailiff received instructions.

Principal authorities: the provisions explained in chapters 4, 8–11, 17–19 and 21–23. These examples are illustrations, not additional rules of law.

APPENDIX A

Essential deadline register

Use this register to identify deadlines for immediate verification, not as an automated diary. The governing provision, valid notification, the court's order and the rules for calculating time must be checked in each case. "Days" below reproduces the statutory periods; it does not mean that every period consists of working days. Special legislation may alter the general position. Record both the legal last day and an earlier internal filing date.

Initial proceedings and urgent relief

Step	Period and starting event	Authority
Defence statement	Court-set deadline, no later than 30 days from notification of the claim. The same framework applies to specified intervening claims and counterclaims.	CPC 158
Decision on security for the claim	Article 202 provides for action within 5 days on the claimant's application. This is a statutory court timetable, not a promise of actual completion.	CPC 202
Claim after pre-action security	File within the deadline set by the court, which cannot exceed 15 days. Read the order immediately and confirm its calculation.	CPC 204
Intention to appeal a small-claim decision	Inform the court within 3 days from notification of the decision so that it prepares and notifies the reasoned decision. Distinct from the appeal itself.	CPC 310
Supplement an incomplete judgment	Apply within 30 days from announcement where the conditions for supplementing the decision are met.	CPC 313

Appeals and exceptional review

Step	Period and starting event	Authority
Ordinary appeal	15 days, beginning the day after notification of the reasoned decision.	CPC 443-444

Step	Period and starting event	Authority
High Court recourse	30 days, beginning the day after notification of the reasoned decision.	CPC 443–444
Special appeal or special recourse	Generally 5 days, beginning the day after notification of the reasoned decision; check any specific rule.	CPC 443–444
Outer appeal limit	Ordinary appeal and High Court recourse generally cannot be brought after one year from announcement. The Code has an exception for an absent party unaware of the case because notification was invalid.	CPC 445
Counterappeal	5 days from notification of the other party's appeal. Comply with the notification requirements.	CPC 456
Cure defective appeal or recourse	Generally 5 days from notification of the deficiencies under the applicable correction provision.	CPC 455 and 476
Counterrecourse	Must be notified to the recourse applicant within 20 days from notification of the recourse. Merely preparing the document does not satisfy this rule.	CPC 477
Response to a High Court stay request	3 days from the day after learning of the application. The short period also matters for specified variation requests.	CPC 479
Reopening a final decision	30 days from proved knowledge of the ground; article 495 cases use the finality of the relevant decision as the trigger.	CPC 495–496
Cure a reopening request	10 days under the correction procedure.	CPC 497

Enforcement and delay remedies

Step	Period and starting event	Authority
Voluntary compliance	Normally 10 days in the bailiff's notice; 5 days for wages or maintenance. Urgent enforcement exceptions must be checked.	CPC 517 and 519
Challenge the distribution proposal	5 days from the bailiff's presentation of the proposed distribution.	CPC 538
Challenge title or debt in enforcement	30 days from learning of commencement of compulsory execution. The permitted grounds depend on the title.	CPC 609

Step	Period and starting event	Authority
Challenge a bailiff's act or refusal	Generally 5 days. The trigger depends on presence, summons, notice or knowledge; the specific paragraph concerning a debtor's challenge to a private bailiff runs from the act. Seek immediate advice.	CPC 610
Compensation for excessive delay	Bring the damages claim within 6 months from the final decision finding the violation, subject to the statutory conditions.	CPC 399/4–399/6

For individual constitutional applications, examine the four-month limit in article 71/a of Law no. 8577/2000, the point at which the infringement is established and exhaustion requirements. For an application to the European Court of Human Rights, examine its separate four-month rule after the final effective domestic remedy and the requirements for a complete application. These routes are not substitutes for an ordinary appeal and their clocks should be assessed individually.

Principal authorities: the CPC articles identified in each row; Law no. 8577/2000 art. 71/a; European Convention on Human Rights art. 35 and the Court's application requirements.

APPENDIX B

Client checklists and working records

These checklists are tools for working with counsel. They are not forms to file with the court. Assign responsibility for every item and record missing information explicitly rather than leaving blanks that might be mistaken for confirmation.

Before commencing proceedings

- Confirm the client's legal identity, authority to instruct and any conflict of interest.
- Identify the correct defendant and all persons whose rights the proposed judgment would affect.
- Write a dated chronology and a precise statement of the outcome sought.
- Check jurisdiction, venue, governing law, arbitration and any mandatory preliminary procedure.
- Analyse limitation and preclusive periods separately, including accrual and any claimed interruption.
- Preserve originals, electronic records and evidence at risk of loss; record lawful custody and access.
- Identify assets, security interests, insolvency exposure and any need for interim protection.
- Prepare an itemised claim calculation, documentary index and witness or expert plan.
- Agree the staged budget, settlement authority and internal reporting arrangements.

Immediately after receiving a claim

- Preserve the envelope, delivery record, email metadata, attachments and translations.
- Record the recipient, date and method of service and the court's defence deadline.
- Examine jurisdiction, competence, arbitration, limitation and other threshold objections.
- Collect evidence and identify witnesses, third-party documents, expert issues and any counterclaim for the initial defence.
- Arrange representative authority, translations and authentication promptly.

- Consider settlement and asset exposure while preserving all procedural rights.
- Confirm that the defence and supporting documents have actually been filed and any required service completed.

Before an interim application

- Identify the threatened asset, act or evidence and the concrete risk requiring urgent action.
- Link the requested measure to the substantive right and explain its proportionality.
- Assemble supporting documents and identify affected third parties.
- Assess potential security, implementation costs and liability if protection proves unjustified.
- Prepare the merits claim where relief is sought before proceedings.
- Obtain the decision, arrange execution or registration, and diarise review and filing obligations.

Before a hearing or expert examination

- Check the issues the court will address and the evidence authorised for that stage.
- Confirm attendance, witness arrangements, interpreter needs and the representative's authority.
- Prepare a concise evidence-based argument with accurate references to the filed record.
- Review the expert's remit, assumptions, material and conflicts; prepare questions that concern the actual technical dispute.
- Bring the necessary originals and a clear index without altering or replacing the filed versions silently.
- After the hearing, check the record, directions and all new deadlines.

After judgment and during enforcement

- Obtain the complete reasoned judgment and reliable notification evidence.
- Identify the appeal route, deadline, finality and effect on enforcement.
- Check every part of the operative order, including interest, costs and treatment of each party.
- Prepare the title and execution documents, accurate debtor details and lawful asset information.
- Monitor bailiff acts, notices, valuation, sale and distribution; challenge defects within the correct route and period.

- Reconcile receipts against principal, interest and costs and record partial satisfaction.
- Release security or close the file only when the legal and payment conditions are fulfilled.

Evidence planning record

Issue	Material to obtain	Question the material must answer
Formation and authority	Signed terms, corporate extracts, powers, approval records	Who became bound, through whom, and on what terms?
Performance	Delivery notes, certificates, instructions, dated correspondence	What was supplied or completed, and was it accepted or challenged?
Breach and causation	Notices, technical records, photographs, expert analysis	What failed, when, why, and how did it produce the alleged loss?
Amount	Ledger, bank records, calculations, quotations and invoices	Is each claimed item supported and free from double counting?
Procedure	Service records, filing receipts, orders and hearing records	Was each procedural act valid and performed within time?
Recovery	Asset records, encumbrances, insolvency and payment information	What can lawfully be recovered, from whom, and with what priority?

A budget that supports decisions

Separate professional fees, official fees, experts, translations, service, travel, security and enforcement expenditure. For each stage, record the estimate, assumptions, approvals and actual spend. Mark amounts that may be recoverable from the opposing party as contingent rather than treating them as guaranteed reimbursement.

Compare settlement proposals on the same basis: amount, payment date, security, enforcement route, releases, tax treatment and remaining costs. A nominally higher offer may be less valuable if payment is deferred and unsecured. Use scenario ranges rather than invented probabilities presented as objective facts.

APPENDIX C

Albanian procedural terminology

English descriptions below are functional explanations for this guide. The Albanian statutory term controls and may not match a term used in another legal system exactly.

Albanian term	Meaning in this guide
Padi and kërkesëpadi	The claim and the originating statement setting it out.
Paditës and i paditur	Claimant and defendant.
Deklarata e mbrojtjes	Defence statement, including the early objections and evidence required by the CPC.
Kundërpadi	Counterclaim seeking relief against the claimant.
Juridiksion and kompetencë	Judicial jurisdiction and the allocation of the matter to the competent court.
Legjitimim	Standing or entitlement to bring or face the particular claim.
Sigurimi i padisë	Interim security or protection intended to preserve the effectiveness of the claim.
Sigurimi i provës	Preservation or advance taking of evidence at risk.
Prokurë	Power of attorney or representative authority.
Njoftim	Procedural notification or service.
Seancë përgatitore	Preparatory hearing.
Ankim and kundërankim	Appeal and counterappeal.
Rekurs and kundërrekurs	High Court recourse and counterrecourse.
Ankim i veçantë	Special appeal available for specified rulings.
Formë e prerë	Finality in the procedural sense provided by law.
Ekzekutim i përkohshëm	Provisional enforcement before ordinary finality where authorised.

Albanian term	Meaning in this guide
Titull ekzekutiv	An instrument recognised by law as a basis for compulsory enforcement.
Urdhër ekzekutimi	Execution order required in the circumstances specified by law.
Përmbarues gjyqësor	Judicial bailiff responsible for enforcement functions.
Sekuestro	Seizure or attachment, with its effect depending on the procedural context.
Parashkrim and prekluzion	Limitation and preclusion; their legal effects and calculation rules differ.
Rishikim	Exceptional reopening on the grounds prescribed by law.
Pushim i gjykimit	Discontinuance of proceedings, with consequences depending on its basis.
Rrëzim i padisë	Rejection of the claim; distinguish merits rejection from other procedural outcomes.

APPENDIX D

Sources and research method

This paper was prepared with reference to legislation and institutional materials consulted on 19 October 2026. The principal starting text was the Albanian Civil Procedure Code supplied for this project. It was compared with publicly available institutional consolidations. Article citations throughout the paper refer to the Albanian statutory numbering; they are paraphrases, not an official English translation.

The supplied Code lists amendments through Law no. 44/2021 and Constitutional Court Decision no. 30 of 2 November 2022. Separate legislation is important: a consolidated procedural code does not by itself establish the current rules on limitation, arbitration, mediation, fees, legal aid or international recognition. The Ministry of Justice's Civil Code consolidation consulted for this paper includes Law no. 82/2026 of 23 July 2026. Treaty status and timing were checked separately through the Hague Conference materials.

This is a code-based practical guide, not an exhaustive digest of Albanian case law. The interpretation of a provision can depend on Constitutional Court or High Court decisions and on the precise facts. Before advising on a live case, check the official gazette, the current consolidated text, relevant binding or unifying decisions, court notices, current tariffs and any applicable transitional rules. The article-level references make those checks easier; they do not eliminate them.

Core national legislation

- Civil Procedure Code, Law no. 8116 of 29 March 1996, as amended. The supplied text is the main reference. [Institutional consolidated copy](#) and [Ministry of Justice consolidated text](#).
- Civil Code, Law no. 7850 of 29 July 1994, as amended. [Ministry of Justice consolidation](#).
- Private International Law, Law no. 10 428 of 2 June 2011. [Ministry of Justice text](#).
- Mediation Law no. 10 385 of 24 February 2011, as amended. [Ministry of Justice consolidation through 2018](#).
- Arbitration Law no. 52/2023. [Official Ministry legislation index](#) and [copy of the Albanian statutory text](#). The latter is a third-party-hosted copy, not the official gazette.

- Court Fees Law no. 98/2017. [Judiciary publication](#). The applicable fee schedule and any exemption should be checked at filing.
- Administrative Courts Law no. 49/2012, Legal Aid Law no. 111/2017 and legislation governing the legal profession and bailiffs. [Ministry of Justice legislation collection](#). These laws provide separate frameworks beyond the ordinary CPC procedure.

International instruments and institutional guidance

- 2019 Hague Judgments Convention. [Convention text](#) and [status table](#). Check bilateral operation, declarations and the date proceedings were instituted.
- 2005 Hague Choice of Court Convention. [Convention text](#) and [status table](#).
- Hague Service, Evidence and Apostille Conventions. [HCCH instruments and practical information](#). Check the relevant states, declarations and designated authorities for each proposed step.
- 1958 New York Convention on recognition and enforcement of foreign arbitral awards. [UNCITRAL Convention resource](#). Check the applicable reservations and statutory recognition procedure.
- Albanian Constitutional Court. [Guidance on individual applications](#). The controlling requirements are in the Constitution and Law no. 8577/2000, as amended.
- European Court of Human Rights. [Applying to the Court](#) and [practical admissibility guide](#).
- High Judicial Council. [2023 annual report submitted to Parliament](#), used for the implementation of the new judicial map, not as a forecast of current case duration.

Editorial approach

Statutory rules are distinguished from practical recommendations. Worked examples are fictional. Statutory court timetables are not presented as promises of actual speed, fee ranges are not presented as current quotations, and treaty membership is not presented as universal automatic enforceability. The paper deliberately avoids claiming that a successful judgment guarantees collection.

For a specific dispute, the next step is a documented review of the facts, the remedy sought, the applicable deadlines and the assets or rights that need protection. That review should precede any procedural commitment that could prejudice the client's position.



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