

*1. Companies Limited by Shares Article 7 of Law /, which has amended Law / "On Companies Limited by Shares", provides that the payment in cash required for the increase of the share capital of a company limited by shares, likely increases thereof, as well as deposits made by shareholders and concerning their participation in any future capital increase shall be effected.*

International commercial contracts[ edit ] International commercial contracts are sale transaction agreements made between parties from different countries. Use of foreign agent to sell and distribute. Manufacture products in the foreign country by either setting up business or by acquiring a foreign subsidiary. Enter into a joint venture with a foreign entity. Appoint a franchisee in the foreign country. It is not concerned with the validity or provisions of the contract nor its effect on the property sold. The importance of CISG is its interpretation. International context, uniformity and observance of good faith must be regarded when interpreting the Convention. Matters not expressly settled by CISG are to be determined according to the general principles of CISG; or in such absence, according to rules of private international law. Incoterms While Incoterms were first published in , it has been revised every 10 years. Incoterms , the 8th revision, refers to the newest collection of essential international commercial and trade terms with 11 rules. Incoterm was effective on and from January 1, The terms were devised in recognition of non-uniform standard trade usages between various States. When incorporated into a sale contract, the Incoterm code provides a detailed interpretation of rights and obligations between parties. Any given Incoterm, in most jurisdictions, will not be incorporated into a contract without express or implied reference to it being an Incoterm. Parties should specifically refer to the Incoterms in the sale contract to indicate incorporation. The International Chamber of Commerce ICC is responsible for revising Incoterms periodically to reflect changing practices in international trade. The Incoterms are classified in 4 different classes: The 11 terms can also be classified into two different categories depending on its contents: Contract of carriage of goods[ edit ] In the carriage of goods by sea, air or land, goods may be lost, damaged or deteriorated. The bill of lading transport document used almost exclusively for carriage of goods by sea is a contract of carriage between the consignor, the carrier and consignee that acts as a receipt of transfer of goods and as a negotiable instrument. The bill of lading also determines rights and liabilities agreed between parties to an international sale contract. Also reservations as to the quality and quantity of the goods are marked on the bill when accepting goods so as to stifle any accusations from the consignee of damage in transit. The consignor retains ownership of the goods until the bill of lading is transferred to the consignee. These rules impose minimum responsibilities and liabilities that cannot be softened by contract. Title to sue[ edit ] Where loss or damage to goods is incurred by a party to the contract of carriage, that person may sue directly on that contract. Where loss or damage occurs when risk has passed to the buyer, the buyer may benefit under the contract of carriage with the seller, depending on contract terms between buyer and seller. This will ascertain who has contracted as principal to bring action against the carrier. Where loss or damage occurs before risk passes to the buyer, the seller may benefit under the contract of carriage made with the buyer. Who to sue[ edit ] The party to be sued on a contract of carriage may vary from the shipowner, the charterer or the freight forwarder. A distinction is made between the physical carrier and the legal carrier, the person contractually responsible for the carriage. If the consignee is suing on an implied contract of carriage or there is negligent carriage of goods, it is the physical carrier against whom action is brought. Insurance in international trade[ edit ] Insurance against perils is an important aspect of international commercial transactions. In the event of loss or damage to cargo due to hazards during voyage, an insured party will be able to recover losses from the insurer. The type of insurance required depends on the mode of transport agreed between parties to transport the cargo. Such insurance forms include marine, aviation and land. The type of insurance contract depends on the Incoterm adopted by the parties in a sale contract. A CIF sale contract requires the seller to obtain insurance cover for the voyage. An FOB contract however places no obligation on the buyer or seller to obtain insurance, although it is prudent for the buyer to protect against potential losses. It is not uncommon for the buyer in a FOB contract to request the seller to arrange insurance

on an understanding that they will reimburse the insurance costs incurred. Insurance obtained must cover only those goods that are being sold and stipulated in shipping documents. The insurance must also cover the entire voyage of the sale contract. Where it covers only part of the transit, the buyer will be able to reject the documents upon tender. Marine insurance contracts may be divided into hull insurance or cargo insurance. There is no uniform law or convention for international marine insurance. However commercial customs, usage and practices in international marine insurance have played a significant role in regulating marine insurance internationally. Thus the marine insurance contract is subject to both general principles of contract law and relevant domestic marine insurance law. Aviation Insurance contracts may be divided into hull insurance; cargo insurance; airport owners and operators liability; hovercraft insurance; spacecraft insurance; and commercial aircraft insurance. These conventions together provide guidance to domestic air insurance law. Payment in international trade [ edit ] Two broad methods of financing international transactions are direct payment between seller and buyer; or finance through banks. Practically, payment is effected by the following methods: The idea is to secure acceptance of the bill of exchange by the buyer; and the buyer is bound to return the bill of lading if he does not honour the bill of exchange. Upon presentation of necessary commercial documents verifying shipment of goods, the bank collects payment for goods on behalf of the seller. In the collection process, the buyer pays for goods in exchange for title documents. It represents a crucial aspect of international commercial law through its objectives of facilitating global trade flow; liberalising trade barriers; and providing an effective dispute settlement mechanism. Major functions of the WTO include to: Implement and administer the WTO and its annexes. Provide a forum for negotiating trade-related issues; and issues arising from the WTO Agreement. GATT is incorporated into the WTO Agreement, and contains three important basic principles in the context of international commercial law: Most-favoured nation principle MFN: Each GATT member must treat all trading partners as well as its most favoured trading partner. The WTO panels consider tariff classifications, product nature, intended use, commercial value, price and sustainability. Regional trade initiatives and economic integration is integral to international commercial law through its impact on commercial transactions. In particular, by the creation of free-trade and preferential trading areas; economic and monetary unions; and common markets. GATT allows the creation of customs unions and free trade areas as an exception to the MFN principle if it facilitates trade and does not raise barriers to trade of other contracting parties. Anti-dumping and countervailing measures [ edit ] Dumping refers to the unfair trading practice of exporting products at a cost below market price. Regulated by GATT , parties cannot introduce products into a foreign country to cause material injury to an established industry or to slow the establishment of a domestic industry. Such measures protect against anti-competitive behaviour but are not a means of trade protection. The regimes are not entirely consistent with WTO-GATT aims to liberalise trade barriers and are declining in use in the international trading arena. However the Committee on Anti-Dumping Practices provides a forum for consultation and exchange of information. Anti-dumping measures can only operate where enacted by domestic legislation since they are enforced by the importing country. Countervailing measures [ edit ] A countervailing duty is imposed for the purpose of offsetting a subsidy. Subsidies are not prohibited under WTO unless there is evidence of injury or damage to the importing country. The Agreement on Subsidies and Countervailing Measures forms the current regime for imposing countervailing duties on subsidised goods to conform to GATT principles. The Committee on Subsidies and Countervailing Measures exists to carry out tasks assigned under the Agreement International contracts relating to intellectual property IP [ edit ] Developments in international trade through e-commerce have seen an increased emphasis on IP protection. International commercial litigation and conflict of laws [ edit ] The resolution of disputes arising from private international commercial transactions may be conducted through international commercial mediation, litigation or arbitration. Some inherent difficulties of international litigation include the reluctance to litigate in a foreign court due to unfamiliarity or potential bias; and issues of enforcement of a foreign judgment. Like mediation, arbitration is a private dispute resolution process pursuant to an agreement between parties. The arbitrator or arbitral panel derives their authority and jurisdiction from the commercial agreement; and their decision is prima facie binding. Arbitration is divided into institutional and ad hoc arbitration. Institutional Arbitration is conducted through an organisation, such as

the ICC. The organisation governs the arbitral process through a set of rules and administrative structures. Resorting to the institution is typically determined by terms of the commercial contract between parties. Ad hoc Arbitration occurs where parties have not specifically made reference to arbitral institution in the contract but agree to submit their dispute to arbitration. These rules provide coverage of international commercial arbitration and parties do not need to settle on the arbitration rules. Recognition and enforcement of an international commercial arbitral award will be according to the laws of State seeking enforcement. The Convention provides a simple, uniform and effective means of enforcing arbitral awards and processes. In practice, the Convention is the chief means of recognition and enforcement of arbitral awards globally.

Conflict of laws rules in relation to private commercial disputes[ edit ] International conventions or customs govern international sale of goods contracts, depending on the terms of the sale contract. In the absence of an international convention, domestic law applies. This refers to a situation where the application of respective domestic laws in a commercial dispute can produce very different outcomes. Private law is crucial to international commercial transactions by establishing whether a contract exists; rights and obligations between parties; and the extent of liability if the contract is not performed. Disputes between governments in relation to the design and implementation of trade measures: A key role of the WTO in international commercial law is the dispute settlement mechanism for trade disputes. International trade fraud[ edit ] International trade fraud is an incident of international commercial transactions. It affects traders through loss of cargo, increased insurance premiums and shipping expenses, as well as the cost to final consumers. The types of fraud vary from documentary fraud; charter-party fraud; fraudulent insurance claims; scuttling; diversion of cargo; counterfeiting, and money laundering. A notable case in international trade fraud is the Salem Case. This case involved the scuttling of a ship carrying more than , tons of crude oil.

**Chapter 2 : The Town and Country Planning (General Permitted Development) Order**

*Commercial Developments: Private Securities Litigation Reform Act of One of the most significant developments in securities litigation is the passage of the Private Securities Litigation Reform Act of*

Bush in the wake of the savings and loan crisis of the s. These evaluation reports were divided into separate sections - one confidential; allowing the evaluated institution to retain its proprietary and personal information integrity at the same time the beginnings of the related databases were being compiled, and the other made public; intended to increase access and oversight of the CRS examination process. Over time, community groups and nonprofit organizations established "more-formalized and more-productive partnerships with banks. With the passage of this Act in December , section Upon the addition of section In response many institutions established separate business units and subsidiary corporations to facilitate CRA-related lending. Local and regional public-private partnerships and multi-bank loan consortia were formed to expand and manage such CRA-related lending. Niskanen , chair of the Cato Institute , criticized both the and sets of proposals for political favoritism in allocating credit, for micromanagement by regulators and for the lack of assurances that banks would not be expected to operate at a loss to achieve CRA compliance. He predicted the proposed changes would be very costly to the economy and the banking system in general. Niskanen believed that the primary long-term effect would be an artificial contraction of the banking system. Niskanen recommended Congress repeal the Act. In response to the aggregate concerns recorded by then, the Federal financial supervisory agencies the OCC, FRB, FDIC, and OTS made further clarifications relating to definition, assessment, ratings and scope; sufficiently resolving many of the issues raised in the process. The agencies jointly reported their final amended regulations for implementing the Community Reinvestment Act in the Federal Register on May 4, The final amended regulations replaced the existing CRA regulations in their entirety. This law repealed the part of the Glass-Steagall Act that had prohibited a bank from offering a full range of investment , commercial banking , and insurance services since its enactment in A similar bill was introduced in by Senator Phil Gramm but it was unable to complete the legislative process into law. The Senator also demanded full disclosure of any financial "deals" which community groups had with banks, accusing such groups of "extortion". The Act also mandated two studies to be conducted in connection with the "Community Reinvestment Act": The obligations to adhere to 25 percent for services and 25 percent for investments became optional and the means to securing a satisfactory CRA rating was left to the discretion of the qualifying thrifts instead See the notes in the "" column of Table I. The agencies use the Consumer Price Index to adjust the asset size thresholds for small and large institutions annually. The agency referenced several factors for the proposed realignment, in particular, that a consistent CRA standard applied to both the banking and the thrift industries would facilitate objective evaluations of CRA performance; ensure accurate assessments of banks and thrifts that operated in the same markets; and permit the public to make reasonable comparisons of bank and thrift CRA performance. Reaffirming the basis for the revised rules as first proposed, Reich stated, "OTS is making these revisions to promote consistency and facilitate objective evaluations of CRA performance across the banking and thrift industries. Consistent standards will allow the public to make more effective comparisons of bank and thrift CRA performance. These four changes generally mirror the ones made by the other three federal agencies in late All the affected Federal financial supervisory agencies have one year after the date of enactment to issue rules in final form to implement the change into the Code of Federal Regulations CFR according to Title X, Subtitle C, Section of the Act. CRA is responsible for the repackaging of sub-prime mortgages and credit agencies complicit in rating them AA concluding in the mortgage crises. CRA reform proposals[ edit ] In , Ben Bernanke suggested further increasing the presence of Fannie Mae and Freddie Mac in the affordable housing market to help banks fulfill their CRA obligations by providing them with more opportunities to securitize CRA-related loans. There were 15 witnesses from government and the private sector. Doing so would allow them favorable consideration under their Community Reinvestment Act responsibilities. It had recently begun a two-year pilot project with an initial group of 31 banks. The proposed revisions to CRA rules are intended to revise the term "community

development" to "include loans, investments and services that support, enable or facilitate projects or activities" that meet the criteria described in the Housing and Economic Recovery Act of HERA and are conducted in designated target areas identified under the Neighborhood Stabilization Program established by HERA and the American Recovery and Reinvestment Act of ARRA. Among other things, this would expand the range of persons served to include middle-income households. Perspectives on the Future of the Community Reinvestment Act, [76] which assembles views from a wide range of academic researchers, regulators, community development practitioners and financial service industry representatives on how to improve the CRA going forward. Lenders have come under investigation for not operating in such areas, whether they have halted service there or have never operated in them before. However, he notes that at least in some instances, "the CRA has served as a catalyst, inducing banks to enter under-served markets that they might otherwise have ignored". Most small business loans made by CRA regulated banks went to higher income areas; Barr, professor at the University of Michigan Law School, presented evidence to demonstrate that the CRA had overcome market failures to increase access to credit for low-income, moderate-income, and minority borrowers at relatively low cost. He contends that the CRA is justified, has resulted in progress, and should be continued. In a world of national banking enterprises, these policies are more likely to drive institutions out of neighborhoods. He stated that better ways to accomplish the goals would be vigorous enforcement of anti-discrimination laws, of antitrust laws to promote competition, and federal funding of worthy projects directly through an "on-budget and transparent process" like the Community Development Financial Institutions Fund. The net effect is that credit markets increased racial segregation". Over the period, one regulatory agency, the Federal Reserve Board, actually approved more applications than the average percentages of those without a detailed CRA review taking place. Of the 1, merger or acquisition cases the FRB reviewed on average per year where the relevant institutions were subject to CRA, only 70 instances on average were identified with potential CRA problems regardless of public opposition or internal reporting raising the concern. On average, 22 of these were ultimately identified as CRA compliance being the primary reason for both application withdrawal or FRB denial. Bernanke notes that at least in some instances, "the CRA has served as a catalyst, inducing banks to enter underserved markets that they might otherwise have ignored". In the same speech, Bernanke also noted that, "managers of financial institutions found that these loan portfolios, if properly underwritten and managed, could be profitable" and that the loans "usually did not involve disproportionately higher levels of default". Groups at first only slowly took advantage of these rights. Morgan donated hundreds of thousands of dollars to ACORN around the same time they were to apply for permission to merge and needed to comply with CRA regulations. Ballooning mortgages on rental properties threatened to require large rent increases from low and moderate income tenants that could ill afford them. The Fed, rather than take any action on New Century, merely waited until U. Bancorp sold off some of the warrants, and then said the issue was moot. Engel and Patricia A. McCoy noted that banks could receive CRA credit by lending or brokering loans in lower-income areas that would be considered a risk for ordinary lending practices. CRA regulated banks may also inadvertently facilitate these lending practices by financing lenders. They recommended that the federal agencies use the CRA to sanction behavior that either directly or indirectly increased predatory lending practices by lowering the CRA rating of any bank that facilitated in these lending practices. In order to gain market share lenders lowered their standards. Subprime mortgage crisis and Global financial crisis of 2007-2009" Economist Stan Liebowitz wrote in the New York Post that a strengthening of the CRA in the s encouraged a loosening of lending standards throughout the banking industry.

**Chapter 3 : Uganda's Legal System and Legal Sector - GlobalLex**

*Does Law Matter for Economic Development? turned their attention elsewhere. However, new theoretical developments, as well as the lingering importance of the underlying-*

Open Schedules only Status: This is the original version as it was originally made. This item of legislation is currently only available in its original format. In the case of a dwellinghouse on any article 1 5 land, development is not permitted by Class A if it would consist of or include the cladding of any part of the exterior with stone, artificial stone, timber, plastic or tiles. Class B The enlargement of a dwellinghouse consisting of an addition or alteration to its roof. Class C Any other alteration to the roof of a dwellinghouse. Class D The erection or construction of a porch outside any external door of a dwellinghouse. Permitted development The provision within the curtilage of a dwellinghouse of any building or enclosure, swimming or other pool required for a purpose incidental to the enjoyment of the dwellinghouse as such, or the maintenance, improvement or other alteration of such a building or enclosure. Permitted development The provision within the curtilage of a dwellinghouse of a hard surface for any purpose incidental to the enjoyment of the dwellinghouse as such. Permitted development The erection or provision within the curtilage of a dwellinghouse of a container for the storage of oil for domestic heating. Permitted development The installation, alteration or replacement of a satellite antenna on a dwellinghouse or within the curtilage of a dwellinghouse. Permitted development The erection, construction, maintenance, improvement or alteration of a gate, fence, wall or other means of enclosure. Permitted development The formation, laying out and construction of a means of access to a highway which is not a trunk road or a classified road, where that access is required in connection with development permitted by any Class in this Schedule other than by Class A of this Part. Class C The painting of the exterior of any building or work. Permitted development Development consisting of a change of the use of a building to a use falling within Class A1 shops of the Schedule to the Use Classes Order from a use falling within Class A3 food and drink of that Schedule or from a use for the sale, or display for sale, of motor vehicles. Permitted development Development consisting of a change of the use of a building a to a use for any purpose falling within Class B1 business of the Schedule to the Use Classes Order from any use falling within Class B2 general industrial or B8 storage and distribution of that Schedule; b to a use for any purpose falling within Class B8 storage and distribution of that Schedule from any use falling within Class B1 business or B2 general industrial. Permitted development Development consisting of a change of use to a use falling within Class A2 financial and professional services of the Schedule to the Use Classes Order from a use falling within Class A3 food and drink of that Schedule. Permitted development Development consisting of a change of use of any premises with a display window at ground floor level to a use falling within Class A1 shops of the Schedule to the Use Classes Order from a use falling within Class A2 financial and professional services of that Schedule. Permitted development Development consisting of a change of the use of a building or other land from a use permitted by planning permission granted on an application, to another use which that permission would have specifically authorised when it was granted. Permitted development Development consisting of a change of the use of a building a to a mixed use for any purpose within Class A1 shops of the Schedule to the Use Classes Order and as a single flat, from a use for any purpose within Class A1 of that Schedule; b to a mixed use for any purpose within Class A2 financial and professional services of the Schedule to the Use Classes Order and as a single flat, from a use for any purpose within Class A2 of that Schedule; c where that building has a display window at ground floor level, to a mixed use for any purpose within Class A1 shops of the Schedule to the Use Classes Order and as a single flat, from a use for any purpose within Class A2 financial and professional services of that Schedule. Permitted development Development consisting of a change of the use of a building a to a use for any purpose within Class A1 shops of the Schedule to the Use Classes Order from a mixed use for any purpose within Class A1 of that Schedule and as a single flat; b to a use for any purpose within Class A2 financial and professional services of the Schedule to the Use Classes Order from a mixed use for any purpose within Class A2 of that Schedule and as a single flat; c where that building has a display window at ground floor level, to a

use for any purpose within Class A1 shops of the Schedule to the Use Classes Order from a mixed use for any purpose within Class A2 financial and professional services of that Schedule and as a single flat. Permitted development The provision on land of buildings, moveable structures, works, plant or machinery required temporarily in connection with and for the duration of operations being or to be carried out on, in, under or over that land or on land adjoining that land. Permitted development The use of any land for any purpose for not more than 28 days in total in any calendar year, of which not more than 14 days in total may be for the purposes referred to in paragraph B.

**Chapter 4 : Community Reinvestment Act - Wikipedia**

*20 years after the Companies Act Company Law and Beyond - Reflections and Recent Developments Robert Mizzi - May 13, - Categories: Events The Chamber of Advocates, the Malta Law Academy and the Department of Commercial Law at the University of Malta are organising a half day conference with the above theme as follows.*

The Judiciary The Judiciary is an independent legal organ comprised of Courts of Judicature as provided for by the Constitution [2]. The Judiciary is entrusted to administer justice through courts of judicature including the Supreme Court, the Court of Appeal, the High Court and other courts or tribunals established by Parliament. The highest court in Uganda is the Supreme Court. The Court of Appeal is next in hierarchy and it handles appeals from the High Court but it also sits as the Constitutional Court in determining matters that require Constitutional interpretation. The High Court of Uganda has unlimited original jurisdiction. The Supreme Court only decides cases on appeal from lower courts save for presidential election petitions, where the Supreme Court has original jurisdiction, which means that any aggrieved candidate in a presidential election has to petition the Supreme Court directly. The decisions of the Supreme Court form precedents which all lower courts are required to follow. Five Justices are sufficient to hear most cases, but when hearing appeals from decisions of the Court of Appeal, a full bench of seven justices has to be present. The decisions of the Supreme Court form precedents that all lower courts are required to follow. It is an intermediary between the Supreme Court and the High Court and has appellate jurisdiction over the High Court. It is not a Court of first instance and has no original jurisdiction, except when it sits as a Constitutional Court to hear constitutional cases. The Court of Appeal consists of: Cases coming before the Court of Appeal may be decided by a single Justice. Any person dissatisfied with the decision of a single Justice of Appeal is, however, entitled to have the matter determined by a bench of three Justices of Appeal, which may confirm, vary or reverse the decision. Cases decided by the Court of Appeal can be appealed to the Supreme Court, but the Court of Appeal is the final court in election petitions filed after Parliamentary elections or elections provided for by the Local Government Act. When deciding cases as a Constitutional Court it sits with a bench of five judges. High Court The High Court of Uganda is the third court of record in order of hierarchy and has unlimited original jurisdiction, which means that it can try any case of any value or crime of any magnitude. Appeals from all Magistrates Courts go to the High Court. The High Court has five Divisions: There are three levels of Magistrates courts: These are subordinate courts whose decisions are subject to review by the High Court. Presently the country is divided into 26 Chief Magisterial areas administered by Chief Magistrates who have general powers of supervision over all magisterial courts within the area of their jurisdiction. Tribunals Specialized courts or tribunals form part of the judicial structure e. A parallel judicial system exists for the military with a hierarchy of courts established under the NRA Act and Regulations. The only link from the military system to the mainstream judicial system arises from an appeal from the Court Martial Appeal Court the highest appeal court in the military system to the Supreme Court where a death sentence or life imprisonment has been meted. Appointment of Judges The judges are appointed by the President on recommendation of the Judicial Service Commission and approval of Parliament. More information about the Courts of Judicature of Uganda can be obtained at the official website. Sources of Legislation All Acts of parliament, statutes, legal amendments and practice directions is first published in the Uganda Gazette which is published every week. Other information published in the Gazette includes rules, draft bills, proclamations and legal notices. Ugandan legislation is available in print in the set of Uganda Laws Volume. The Uganda Law Reform Commission [3] in published a Revised Edition of the Laws of Uganda, containing revised Acts from to , with the subsidiary legislation. The Law Development Center in Uganda is mandated to prepare and publish law reports and other legal material but so far have published only High Court Bulletins. As a result there has been a void in the availability of published judgments as lawyers and other stake holders are forced to depend on photocopies of judgments which they request from the Courts. Ugandan judgments are reported in the following law report series: The East Africa Law Reports were published from to when they collapsed following the dissolution of the East African Community.

### Chapter 5 : Hong Kong commercial law : current issues and developments (eBook, ) [calendrierdelascience.com]

*Middle East Commercial Law Developments: Year In Review ()*. Find out more about this topic, read articles and blogs or research legal issues, cases, and codes on [calendrierdelascience.com](http://calendrierdelascience.com)

### Chapter 6 : Banking Law Developments - Corporate/Commercial Law - Greece

*THE COMMERCIAL LAW OF THE SOCIALIST REPUBLIC OF VIETNAM*, adopted by the National Assembly (Legislature IX, 11 th Session (April 2 to May 10, )), effective January 1, (on file with author).

### Chapter 7 : International commercial law - Wikipedia

*UAE Federal Law No. 2 of ("New Law") governing commercial companies in the UAE was recently enacted, being published in the Federal Gazette dated 31 March 1. Introduction The New Law will become effective on 1 July ("Effective Date") and will replace UAE Federal Law No. 8 of ("Existing Law").*

### Chapter 8 : Commercial Law Development Program | U.S. Agency for International Development

*Law Reform of the Republic of Ireland, announced the creation of a Commercial Division of the High Court (popularly called the Commercial Court) to begin on January 12,*

### Chapter 9 : Commercial law trackers - Key developments and materials - Commercial

*securities law, as well as collective procedures and white-collar crime. Representation at all stages of the dispute, from pre-litigation to litigation before judicial or arbitral courts, protective measures and enforcement.*