ICLG

The International Comparative Legal Guide to:

Competition Litigation 2018

10th Edition

A practical cross-border insight into competition litigation work

Published by Global Legal Group, in association with CDR, with contributions from:

ACCURA Advokatpartnerselskab
Albuquerque & Associados
Arnold Bloch Leibler
Arthur Cox
Ashurst LLP
Berkeley Research Group
Blake, Cassels & Graydon LLP
bpv Hügel Rechtsanwälte GmbH
DALDEWOLF
Dittmar & Indrenius
Economic Insight Limited
Fieldfisher - Studio Associato Servizi Professionali Integrati
GANADO Advocates
Hansberry Tomkiel
Hausfeld & Co LLP
Haver & Mailänder Rechtsanwälte Partnerschaft mbB
INFRALEX
King & Wood Mallesons
Luthra & Luthra Law Offices
MinterEllisonRuddWatts
Müggenburg, Gorches y Peñalosa, S.C.
Nagashima Ohno & Tsunematsu
Nedelka Kubáč advokáti
Nicholas Ngumbi Advocates
Osborne Clarke
Pels Rijcken & Droogleever Fortuijn
Selçuk Attorneys At Law
Skadden, Arps, Slate, Meagher & Flom LLP
Stavropoulos & Partners Law Office
Stewarts
Wilson Sonsini Goodrich & Rosati
Zhong Lun Law Firm

CDR Commercial Dispute Resolution
GLG Global Legal Group

global legal group

Contributing Editor
Euan Burrows, Ashurst LLP

Account Director
Oliver Smith

Sales Support Manager
Toni Hayward

Editor
Caroline Collingwood

Senior Editors
Suzie Levy, Rachel Williams

Chief Operating Officer
Dror Levy

Group Consulting Editor
Alan Falach

Publisher
Rory Smith

Published by
Global Legal Group Ltd.
59 Tanner Street
London SE1 3PL, UK
Tel: +44 20 7367 0720
Fax: +44 20 7407 5255
Email: info@glgroup.co.uk
URL: www.glgroup.co.uk

GLG Cover Design
F&F Studio Design

GLG Cover Image Source
iStockphoto

Printed by
Stephens & George
Print Group
September 2017

ISBN 978-1-911367-72-7
ISSN 1757-2819

Strategic Partners

PEFC Certified
This product is from sustainably managed forests and controlled sources
PEFC/16-33-254
www.pefc.org

General Chapters:

Country Question and Answer Chapters:

global legal group

Country Question and Answer Chapters:

EDITORIAL

Welcome to the tenth edition of *The International Comparative Legal Guide to: Competition Litigation*.

This guide provides corporate counsel and international practitioners with a comprehensive worldwide legal analysis of the laws and regulations of competition litigation.

It is divided into two main sections:

Five general chapters. These are designed to provide readers with a comprehensive overview of key issues affecting competition litigation work, particularly from the perspective of a multi-jurisdictional transaction.

Country question and answer chapters. These provide a broad overview of common issues in competition litigation in 29 jurisdictions.

All chapters are written by leading competition litigation lawyers and industry specialists, and we are extremely grateful for their excellent contributions.

Special thanks are reserved for the contributing editor, Euan Burrows of Ashurst LLP, for his invaluable assistance.

Global Legal Group hopes that you find this guide practical and interesting.

The *International Comparative Legal Guide* series is also available online at www.iclg.com.

Alan Falach LL.M.
Group Consulting Editor
Global Legal Group
Alan.Falach@glgroup.co.uk

Malta

Sylvann Aquilina Zahra

GANADO Advocates

Antoine G. Cremona

1 General

1.1 Please identify the scope of claims that may be brought in your jurisdiction for breach of competition law.

For the purposes of this chapter, we shall be focusing on claims of breaches of competition law brought in private actions before the courts of civil jurisdiction. It should be noted that allegations of infringement of the competition rules may also be the subject of administrative proceedings (public enforcement action) before the Office for Competition (OC) within the Malta Competition and Consumer Affairs Authority. The OC has investigatory and decision-making powers under the Competition Act (CA). The administrative procedure falls outside the scope of this chapter.

A plaintiff may bring an action before any court of civil jurisdiction alleging that an agreement is anticompetitive in accordance with Article 5 CA and/or Article 101 of the Treaty on the Functioning of the European Union (TFEU) or alleging an abuse of a dominant position under Article 9 CA and/or Article 102 TFEU. A defendant may rely on the said articles (referred to in this text collectively as 'the competition rules') as a defence (commonly referred to as a 'shield') by holding that the plaintiff's claim is unenforceable as the agreement or conduct breaches the competition rules.

Damages claims (whether follow-on or stand-alone) arising from an infringement of the competition rules may be made before the courts either in individual or class actions.

Plaintiffs may also request interim measures before or during the pendency of proceedings, including freezing orders and prohibitory injunctions.

1.2 What is the legal basis for bringing an action for breach of competition law?

The substantive articles on which an action for breach of competition law can be based are Articles 5 and 9 CA (the national competition rules referred to above) and Articles 101 and 102 TFEU.

Both Articles 5 and 9 are modelled on Articles 101 and 102 TFEU respectively, except that they concern conduct affecting trade in Malta as opposed to interstate trade.

Article 5(1) CA prohibits any agreement between undertakings, any decision by an association of undertakings and any concerted practice between undertakings having the object or effect of preventing, restricting or distorting competition within Malta or any part of Malta. A non-exhaustive list of the types of agreements, decisions and practices covered by the prohibition [like that found in Article 101(1) TFEU] is provided.

Such agreements and decisions are *ipso jure* null and unenforceable [Article 5(2) CA] unless their impact on the market is minimal (*de minimis*) or they satisfy the conditions for exemption under Article 5(3) CA.

Article 9 CA prohibits any abuse by one or more undertakings of a dominant position within Malta or any part of Malta. Again, an indicative list of the conduct covered by the prohibition similar to that found in Article 102 TFEU is provided.

The legal bases for an action for damages arising from a breach of the competition rules are:

(i) the Competition Law Infringements (Action for Damages) Regulations, 2017, Subsidiary Legislation 379.09 of the Laws of Malta (Regulations) for any such actions arising from infringements occurring as from 27 December 2014;

(ii) Article 27A CA for infringements occurring as from 23 May 2011; and

(iii) the tort provisions in the Civil Code for infringements occurring before 23 May 2011 [see *Hompesch Station Limited v Enemalta Corporation, Malta Resources Authority, Minister for Energy and Rural Affairs and the General Retailers and Traders Union* (23 November 2015) currently pending appeal, explained in the reply to question 3.2].

Except where otherwise stated, this chapter shall focus on the legal regime introduced by the Regulations. The provisions referred to henceforth as a 'regulation' or 'sub-regulation' are found in these Regulations.

Apart from the Regulations (the definition of action for damages in regulation 3 includes an action "by someone acting on behalf of one or more alleged injured parties"), Article 3 of the Collective Proceedings Act (CPA) also provides the legal basis for a class action.

Precautionary warrants for interim relief are issued in terms of the Code of Organization and Civil Procedure (COCP) which provides the rules of procedure applicable to civil actions in general.

1.3 Is the legal basis for competition law claims derived from international, national or regional law?

The right to file an action based solely on Articles 5 and 9 CA is derived from national law. These two articles are interpreted in line with the case law of the Court of Justice of the EU (CJEU) and the decisions and guidelines of the European Commission (Commission).

The right to file an action for breach of Articles 101 and 102 TFEU (which have direct effect) is derived from EU law, although provision to this effect is also made in national law. Council Regulation (EC)

No 1/2003 of 16 December 2002 on the implementation of the rules on competition laid down in Articles 81 and 82 of the Treaty (Regulation 1/2003) conferred upon the national courts and the national competition authorities jurisdiction to apply Articles 101 and 102 TFEU.

Articles 5(5) and 9(4) CA provide that Articles 101 and 102 TFEU apply where the agreement or conduct in question affects trade between Malta and any one or more Member States. Moreover, in terms of Article 4(1) of the European Union Act, all rights, powers, liabilities, obligations and restrictions emanating from the TFEU, which in accordance with EU law are without further enactment to be given legal effect in Malta, shall be recognised and enforced in Malta.

The legal bases for an action for damages or for interim relief outlined in the reply to question 1.2 are derived from national law, but the Regulations were introduced to implement *Directive 2014/104/EU of the European Parliament and of the Council of 26 November 2014 on certain rules governing actions for damages under national law for infringements of the competition law provisions of the Member States and of the European Union* (EU Damages Directive).

1.4 Are there specialist courts in your jurisdiction to which competition law cases are assigned?

The courts of civil jurisdiction seized of private actions are not specialist competition law courts, but are generally presided by judges who are familiar with the competition rules.

The Competition and Consumer Appeals Tribunal (CCAT), which is a specialist tribunal, hears appeals from decisions of the OC, but is not competent to hear private actions and to award damages. The CCAT is presided by a judge sitting with two other members selected by him from a panel of ordinary members, consisting of two economists, preferably one specialised in industrial organisation economics and the other in behavioural economics, a certified public accountant and three other persons with recognised competence and knowledge in competition law matters, consumer protection, industry and commerce.

1.5 Who has standing to bring an action for breach of competition law and what are the available mechanisms for multiple claimants? For instance, is there a possibility of collective claims, class actions, actions by representative bodies or any other form of public interest litigation? If collective claims or class actions are permitted, are these permitted on an "opt-in" or "opt-out" basis?

Any person (natural or legal) who can prove a juridical interest can bring an action for breach of competition law. Thus, any person who can show that he has or is likely to suffer loss or harm may file an action. This could be an undertaking or a consumer.

Under Article 3 CPA, collective proceedings may be instituted to seek the cessation of an infringement of competition law, the rectification of the consequences of an infringement and/or compensation for harm. Collective proceedings may be instituted as a group action or a representative action. A group action is brought on behalf of the class members by a class representative who has a claim which falls within the proposed collective proceedings. A representative action is brought on behalf of the class members by a registered consumer association or a constituted body.

Class actions may be instituted as stand-alone or follow-on actions. Collective proceedings are permitted on an opt-in basis, so that in order to be represented, a claimant must himself choose to be included as a member of the class by registering his claim with the class representative.

1.6 What jurisdictional factors will determine whether a court is entitled to take on a competition law claim?

Jurisdiction before the EU Member State courts, as from 10 January 2015, is regulated by *Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and recognition and enforcement of judgments in civil and commercial matters (recast)* (Brussels Recast Regulation).

Where the Brussels Recast Regulation does not apply, the rules in the COCP apply. In principle, the courts have jurisdiction with respect to actions concerning:

(a) citizens of Malta, provided they have not fixed their domicile elsewhere;

(b) any person as long as he is either domiciled or resident or present in Malta;

(c) any person, in matters relating to property situated in Malta;

(d) any person who has contracted any obligation in Malta in regard to actions touching such obligation and provided such person is present in Malta;

(e) any person who, having contracted an obligation in some other country, has nevertheless agreed to carry out such obligation in Malta, or who has contracted any obligation which must necessarily be carried into effect in Malta, provided in either case such person is present in Malta;

(f) any person, in regard to any obligation contracted in favour of a citizen or resident of Malta or of a body incorporated or operating in Malta, if the judgment can be enforced in Malta; and

(g) any person who voluntarily submits to the jurisdiction of the court.

1.7 Does your jurisdiction have a reputation for attracting claimants or, on the contrary, defendant applications to seize jurisdiction, and if so, why?

We have observed an absence of private competition law claims with a cross-border element filed in Malta.

However, there is an increase in private proceedings (unrelated to the competition rules) with a cross-border element in Malta and, based on our experience, plaintiffs are generally comfortable with initiating proceedings here.

1.8 Is the judicial process adversarial or inquisitorial?

The judicial process is adversarial. However, it is still possible for the judge to put questions to witnesses, order inspections *in faciem loci* and order expert opinions.

2 Interim Remedies

2.1 Are interim remedies available in competition law cases?

Yes. Interim measures may be awarded by the court in the form of precautionary warrants under the COCP in private competition law cases independently of whether they are follow-on or stand-alone cases.

2.2 What interim remedies are available and under what conditions will a court grant them?

The following precautionary warrants may be obtained before or pending proceedings:

(a) Warrant of description. This is issued to secure a right over movable things when the applicant has an interest that such movable things remain in their actual place or condition. A court official draws up an inventory describing in detail the things forming the subject matter of the warrant by stating their quantity and quality. The things forming the subject matter of the warrant remain in the custody of the person in whose possession they are found.

(b) Warrant of seizure of movables. This warrant of seizure orders the removal of property of the debtor, which is subsequently seized under court authority with a view to it being sold by means of a court-approved public auction (i.e., after an executive title is obtained, such as a judgment on the merits).

(c) Warrant of seizure of a commercial going concern. This may only be issued to secure a claim which could be frustrated by the sale in part or in whole of the said going concern. Thus, it is issued to preserve the totality of the assets of the going concern. The court must be satisfied that there is no other way to safeguard the amount due and that the warrant is necessary to protect the rights belonging to the applicant who, *prima facie*, appears to have such rights.

(d) Garnishee order. A garnishee order would require that money or movable property held by third parties for a debtor are attached and deposited in court.

(e) Warrant of prohibitory injunction. An application for a warrant of prohibitory injunction must demand that a person is restrained from doing anything (both acts and omissions) which might be prejudicial to the person filing the application. The court will issue such warrant if it is satisfied that it is necessary to preserve any right of the person suing out the warrant, and that *prima facie* such person appears to possess such right.

(f) Warrant of arrest of sea vessels/aircraft. Such warrants order that the sea vessel or aircraft in question is seized and attached under the control and power of the Authority for Transport in Malta to secure a claim which could be frustrated by the departure of the ship or aircraft.

The precautionary warrants mentioned above may only be issued if the essential requisites particular to each warrant are satisfied. Each warrant is subject to the procedural formalities and exceptions provided by law. Once issued, the applicant must, within 20 days, file an action in respect of the right stated in the warrant. The court may order the party suing out the warrant to provide sufficient security for the payment of the penalty that may be imposed, and of damages and interest in favour of the person against whom the warrant was sought.

3 Final Remedies

3.1 Please identify the final remedies which may be available and describe in each case the tests which a court will apply in deciding whether to grant such a remedy.

In a private action, the court may declare the nullity of the agreement, order the cessation of an infringement, order specific performance or rectification of the consequences and award compensation. In principle, the court assesses all the circumstances of the case and whether the remedy would be proportionate.

3.2 If damages are an available remedy, on what bases can a court determine the amount of the award? Are exemplary damages available? Are there any examples of damages being awarded by the courts in competition cases which are in the public domain? If so, please identify any notable examples and provide details of the amounts awarded.

In terms of regulation 4, the claimant is entitled to full compensation for any and all damages caused by an infringement of competition law so that the claimant is placed in the position he would have been had the infringement not been committed. Full compensation covers actual loss, loss of profit and interest from the time the damage occurred until the capital sum awarded is actually paid.

No over-compensation is allowed, in particular, by way of punitive, multiple or exemplary damages.

In terms of regulation 16, it is up to the claimant to prove the extent of the harm and for this purpose the claimant may produce his own expert witnesses. However, once it is established that the claimant suffered harm and it is impossible or excessively difficult to quantify precisely the harm suffered on the basis of the evidence available, the court may estimate the amount of harm. The court in this case may opt to rely on the concept of *arbitrio boni viri*. In estimating the amount of harm suffered by the claimant or the share of any overcharge that was passed on to the claimant, the court may also appoint an expert to assist it [regulation 12(3)].

The court may also seek the assistance of a competition authority in the determination of the quantum of damages [regulation 16(3)]. The court must also consider the guidance provided by the Commission on quantification of harm in competition cases [regulation 12(3)].

In establishing the quantum of damages, the court must take into account the counterfactual scenario.

The only case where damages have been awarded for anticompetitive conduct so far is the *Hompesch Station* case. This case originated from an agreement between Enemalta (the exclusive distributor of fuel at the time of the agreement) and the General Retailers and Traders Union (GRTU) representing service stations, which provided for an increase in the commission on sales of fuel to service stations.

The OC found that the overall arrangement, consisting of collusion between the members of GRTU, the individual agreements between Enemalta and the petrol station owners, and the agreements between GRTU and Enemalta, infringed Article 5(1) CA. Furthermore, the OC recommended that the law on opening hours should be amended as it was restricting competition. This decision was confirmed by the then Commission for Fair Trading (CFT, today replaced by the CCAT).

In a separate action for damages, the civil court, relying on responsibility in tort (non-contractual responsibility for damages occurring through fault) and relying on the CFT infringement decision, confirmed that the conduct of the defendants caused harm to the plaintiff. The value of the damages liquidated, representing the difference between the full commission and the commission actually paid to the plaintiff, as well as the loss of commission from reduced sales in the period that it started to adhere to the opening hours, amounted to €242,837. It considered the defendants to be jointly liable to pay the damages, on the basis that in terms of Article 115(1) of the Commercial Code, in commercial obligations, co-debtors are, saving any stipulation to the contrary, presumed to be jointly and severally liable. An appeal from this judgment is pending.

We are aware that another follow-on damages case for breach of competition law, in the names of *Alfred Spiteri et v Malta Transport*

Authority (Reference 369/09 LM) and a stand-alone case, in the names of *St George's Park Co Ltd et v Korporazzjoni Enemalta* (Reference 684/2015 LSO) are currently pending at first instance.

3.3 Are fines imposed by competition authorities and/or any redress scheme already offered to those harmed by the infringement taken into account by the court when calculating the award?

Damages actions in Malta are restorative in nature. Hence, the courts when calculating damages will have to take into account any compensation already offered to those harmed. Regulation 18 provides that, following a consensual settlement, the claim of the settling injured party shall be reduced by the settling co-infringer's share of the harm that the infringement caused. Any remaining claim shall be exercised by the settling injured party only against non-settling co-infringers. However, if the latter cannot pay the damages that correspond to the remaining claim, the settling injured party may recover the remaining claim from the settling co-infringer, unless such an option has been expressly excluded under the terms of the consensual settlement.

We are not aware of a case involving damages before the Maltese courts where a fine had previously been imposed on the defendant. However, considering that a fine is intended to punish and deter undertakings from breaching the law, whilst damages are intended to compensate victims for harm suffered, it is probably unlikely that the courts would take into account fines imposed when calculating damages. On the other hand, in the context of public enforcement, regulation 17(3) provides that the national competition authority may consider compensation paid as a result of a consensual settlement as a mitigating factor when deciding to impose a penalty.

4 Evidence

4.1 What is the standard of proof?

The standard of proof in civil proceedings is 'on a balance of probabilities'. Regulation 5(1), which adopts faithfully the text of the EU Damages Directive, requires that the claimant presents a reasoned justification containing reasonably available facts and evidence sufficient to support the 'plausibility' of the claim for damages – although this threshold still needs to be interpreted by the courts, it appears to us that the standard of proof under the regulations is oriented towards 'probability'.

4.2 Who bears the evidential burden of proof?

The general procedural rule is that the burden of proving a fact rests on the party alleging it. Where evidential presumptions apply, the burden of proof is reversed.

In a stand-alone action for damages, the plaintiff will have to show that there was an infringement of the competition rules and that he suffered harm (including the extent of the harm in terms of regulation 16, although certain mechanisms are included to make it easier for the claimant in cases where it is difficult to quantify the harm – see the reply to question 3.2), as well as a causal link between the breach and the harm suffered. However, the burden on the plaintiff to show that there was a breach of the competition rules is alleviated as, in terms of the CA, when in any case a breach of the competition rules is alleged, the court must stay the proceedings and request the Director General of the OC to submit a report on the competition questions raised before it and the court will take into consideration such report, and any submissions thereon made by the parties and the Director General, before deciding the case (Article 27 CA). In drawing up such a report, the Director General may use the investigatory powers conferred upon him under the CA.

In follow-on actions for damages, the court is bound by a final infringement decision of the Commission and by a final infringement decision adopted under the CA. Hence, in a follow-on action, the plaintiff will have to prove only the harm he suffered and the link between the infringement and the harm arising therefrom. Final infringement decisions of national competition authorities in other Member States do not bind the court and are treated as *prima facie* evidence of an infringement of competition law.

Where the defendant is trying to defend its conduct, the burden of showing any justification for that conduct is on the defendant (see the reply to question 5.1). Where the defendant raises the passing-on defence, the onus of proving that the plaintiff passed on the overcharge or a part thereof to his customers is on the defendant, who may reasonably require disclosure from the claimant or from third parties.

4.3 Do evidential presumptions play an important role in damages claims, including any presumptions of loss in cartel cases that have been applied in your jurisdiction?

The Regulations provide for a rebuttable presumption that cartels cause harm (although the claimant would still need to prove the quantum of damages) and for a rebuttable presumption that overcharges have been passed on to indirect purchasers.

Evidential presumptions that apply in civil proceedings generally should also apply to competition cases.

Moreover, under Article 723 COCP, where a party who has proved his case generally is, through the negligence or fraud of the opposite party, unable to prove the amount or the quantity, in whole or in part, due to him, he shall be admitted, if the court deems it proper, to the oath *in litem*. The party may also be admitted to such oath, independently of any negligence or fraud of the opposite party, provided there are sufficient inferences in support of the alleged amount or quantity. The party applying to be admitted to the oath *in litem* must produce a list showing distinctly the sums or things due to him, and the amount or quantity in regard to which the oath is to be taken, together with a declaration to the effect that he is prepared to verify on oath the contents of such list, both as regards the existence as well as the amount or quantity of the sums or things stated therein. The amount or quantity shown on the list shall be accepted by the court insofar as, having regard to all the circumstances of the case, it shall deem it just. The court remains free to appoint an expert should it require further clarifications.

4.4 Are there limitations on the forms of evidence which may be put forward by either side? Is expert evidence accepted by the courts?

So long as the evidence is relevant to the matter in issue between the parties and constitutes the best evidence that a party is able to produce, there is in principle no limitation on the form of evidence. The court will disallow any evidence which it considers to be irrelevant or superfluous, or which it does not consider to be the best which the party can produce. The court may require the party tendering the evidence to state the object of the evidence.

Evidence can be documentary, written or oral. Witnesses are examined in open court at the trial of the action and *viva voce*. Hearsay evidence is accepted exceptionally in limited circumstances.

Expert evidence on economic and technical matters is accepted by the courts. Experts may be appointed by the court on its own motion or on the demand of the parties or brought as witnesses by the parties.

4.5 What are the rules on disclosure? What, if any, documents can be obtained: (i) before proceedings have begun; (ii) during proceedings from the other party; and (iii) from third parties (including competition authorities)?

There are no rules on discovery before the proceedings have been instituted under Maltese law.

Regulations 5 and 6 contain provisions on access to evidence during proceedings once the claimant has presented "a reasoned justification containing reasonably available facts and evidence sufficient to support the plausibility of the claim for damages". Regulation 5 allows the court, upon the request of the claimant or of the defendant, to order the disclosure of relevant evidence by the defendant, the claimant or a third party (including public authorities) according to the provisions of the COCP or as may be provided in any special law subject to the conditions set in the Regulations. The court may, if it considers it appropriate in the circumstances, "order the disclosure of specified items of evidence or relevant categories of evidence circumscribed as precisely and as narrowly as possible on the basis of reasonably available facts in the reasoned justification presented by the claimant".

The court must limit the disclosure of evidence to that which is proportionate. In determining whether any disclosure requested by a party is proportionate, the court will consider the legitimate interests of all parties and third parties concerned and it will take into account a number of factors, including: the extent to which the claim or defence is supported by available facts and evidence justifying the request to disclose evidence; the scope and cost of disclosure; the confidentiality of the evidence sought to be disclosed and the existing arrangements for protecting confidential information.

Without prejudice to the duty of professional secrecy and subject to the need to adopt effective measures to protect confidential information, the court has the power to order the disclosure of evidence containing confidential information if it considers it relevant to the action for damages.

Prior to ordering the disclosure of any evidence, the court shall give that person the opportunity to present any submissions or objections concerning such disclosure.

The COCP provides for the documentary evidence that may be demanded during proceedings. Article 637(1) COCP provides that it is lawful to demand the production of documents which are in the possession of other persons:

(a) if such documents are the property of the party demanding the production thereof;

(b) if such documents belong in common to the party demanding their production and to the party against whom the demand is made;

(c) if the party demanding the production of the documents, although he is not the owner or a co-owner thereof, shows that he has an interest that such documents be produced by the other party to the suit;

(d) if the person possessing the documents, not being a party to the suit, does not declare on oath that, independently of any favour for either side, he has special reasons not to produce the documents; or

(e) if the documents are public acts, or acts intended to constitute evidence in the interest of the public in general.

These documents may be demanded at any stage in the proceedings during which evidence may still be provided. The documents must constitute evidence relevant to the case. It rests with the court to decide as to the interest of the party demanding the production, regard being had to the nature of the case and to the nature of the document the production of which is demanded. The demand for the production of documents must state the nature of the documents and all the particulars which may be known to the party making the demand. The party demanding the production of the document must prove that the document is in the possession of the person from whom the production is demanded.

According to regulation 6, the court also has the power to order the disclosure of evidence included in the file of a competition authority. In considering the proportionality of the disclosure, the court in this case will also consider, in particular, whether the request is specific or is simply a 'fishing expedition' and the need to safeguard the effectiveness of the public enforcement of competition law. Subject to the requirements of proportionality and the limitations on disclosure described in the next paragraph, the disclosure of evidence in the file of a competition authority may be ordered at any time. However, the court shall only request the disclosure of evidence included in the file of a competition authority where no party or third party is reasonably able to provide that evidence. A competition authority has a right to be heard on a request for disclosure.

Regulation 6(5) expressly prohibits the disclosure of leniency statements and settlement submissions in an action for damages at any time (even after the competition authority has closed its proceedings). Furthermore, such evidence will be considered inadmissible if presented by a person who obtained it following access to the file of a competition authority [regulation 7(1)]. Under regulation 6(6), the court may order disclosure of the following evidence only after a competition authority has closed its proceedings:

a) information that was prepared by a natural or legal person specifically for the proceedings of that competition authority;

b) information that the competition authority has drawn up and sent to the parties in the course of its proceedings; and

c) settlement submissions that have been withdrawn.

Where such evidence was obtained following access to the file of a competition authority, such evidence would be inadmissible until the competition authority has closed its proceedings [regulation 7(2)].

Any other evidence not falling in the exceptions provided in regulations 6(5) and 6(6) obtained by a person solely through access to the file of a competition authority can be used in an action for damages only by that person or its successor [regulation 7(3)].

The provisions in the Regulations relating to the disclosure of evidence included in the file of a competition authority are without prejudice to the rules and practices on public access to documents pursuant to Regulation (EC) No 1049/2001, and to the rules and practices under Maltese law or EU law on the protection of internal documents of national competition authorities and of correspondence between competition authorities.

Article 637(3) COCP specifies that the production of any document which is held by a public authority and which is an exempt document under certain provisions of the Freedom of Information Act (FOIA), or the disclosure of which is prohibited by any other law, may not be demanded. The list of exempt documents includes, *inter alia*, documents the disclosure of which:

- would divulge any information or matter communicated in confidence between a public authority in Malta and a public authority in a foreign country or an international organisation;

- could prejudice the conduct of an investigation of a breach of the law or prejudice the enforcement of the law;
- could disclose the existence or identity of a confidential source of information in relation to the enforcement of the law;
- could prejudice the fair trial of a person or the impartial adjudication of a particular case;
- could prejudice the effectiveness of lawful methods or procedures for preventing, detecting, investigating or dealing with matters arising out of breaches or evasions of the law;
- could prejudice the maintenance or enforcement of lawful methods for the protection of public safety; or
- would divulge internal information, such as opinions, advice or recommendations, relating to the deliberative processes of a public authority.

Trade secrets, although considered as exempt for the purposes of the FOIA, are not considered as exempt for litigation purposes, so the plaintiff may demand their production.

Article 588 COCP provides for a seemingly narrow legal professional privilege covering communications between lawyer and client, but only in relation to advice given in the context of legal proceedings. This privilege is absolute and may not be lifted by any court or authority, unless the client gives his express consent. As to other communications between lawyer and client, these are also protected by professional secrecy and confidentiality obligations and may only be lifted in very limited circumstances within the ambit of criminal law enforcement (for example, prevention of money laundering).

4.6 Can witnesses be forced to appear? To what extent, if any, is cross-examination of witnesses possible?

In terms of the COCP, a witness is bound to appear in court if he has been summoned according to the procedure prescribed. If any witness duly summoned fails to appear when called on, he will be considered guilty of contempt of court and will be punished accordingly. The court can also, by means of a warrant of escort or arrest, compel such witness to attend for the purpose of giving evidence. Furthermore, any person being present in the court may, upon the oral demand of either of the contending parties, be called upon forthwith to give evidence, as if he had been summoned to attend by means of a subpoena. A witness is bound to answer the questions allowed by the court. However, a witness cannot be compelled to answer incriminating questions. It is within the discretion of the court to determine whether a witness cannot be compelled to give evidence as to facts the disclosure of which will be prejudicial to the public interest. No witness may be compelled to disclose any information derived from or relating to any document to which Article 637(3) COCP applies (see the reply to question 4.5). An advocate may not, without the consent of the client, be questioned on circumstances stated by the client to him in professional confidence in relation to the cause.

Pursuant to the Regulations, the court in an action for damages can impose penalties on any of the parties, a third party or a legal representative for failure or refusal to comply with a disclosure order of the court or for destroying relevant evidence [regulation 8(1)]. The penalties imposed by the court could be drawing adverse inferences, such as presuming the relevant issue to be proven or dismissing claims and defences in whole or in part. Any penalty imposed must be effective, proportionate and dissuasive.

Witnesses may be cross-examined and re-examined *viva voce* in open court at the trial of the action. Leading or suggestive questions are allowed in a cross-examination. On the other hand, leading or suggestive questions may not, without special permission of the court, be put on an examination-in-chief. In a cross-examination, a witness may only be questioned on the facts deposed in his examination or on matters calculated to impeach his credit. Should the party cross-examining wish to prove by the same witness any circumstance not connected with the facts deposed in the examination, he must produce the witness and examine him as his own witness. At any stage during cross-examination, the court may ask the witness questions.

4.7 Does an infringement decision by a national or international competition authority, or an authority from another country, have probative value as to liability and enable claimants to pursue follow-on claims for damages in the courts?

In follow-on actions for damages, the court is bound by a final infringement decision of the Commission and by a final infringement decision adopted under the CA. Final infringement decisions of national competition authorities in other Member States will be treated as *prima facie* evidence of an infringement of competition law and may be assessed along with any other evidence adduced by the parties.

4.8 How would courts deal with issues of commercial confidentiality that may arise in competition proceedings?

As noted in the reply to question 4.5, the courts may order the disclosure of confidential information, but they are bound to protect confidential information. The judge will assess whether the information is truly confidential. The documents may be sealed and deposited in the registry of the court and allowed to be viewed only by legal counsel or technical/financial advisors (by way of a confidentiality ring). A request may be made for evidence to be heard *in camera*. The court must adhere to the principle of fair hearing and thus can rely only on documents that have been made available to both parties.

4.9 Is there provision for the national competition authority in your jurisdiction (and/or the European Commission, in EU Member States) to express its views or analysis in relation to the case? If so, how common is it for the competition authority (or European Commission) to do so?

Whenever a breach of the competition rules is alleged before a civil court, Article 27 CA requires the court to stay proceedings and request the Director General to submit a report on the competition questions raised before it. This report is not binding on the court. The Director General must also request this procedure to be applied when he becomes aware of a case involving the competition rules.

The OC or a competition authority in another Member State may assist the court, at the court's request, to determine the quantum of damages, if the competition authority considers such assistance to be appropriate [regulation 16(3)].

A competition authority may also assist the court to determine whether the evidence in question amounts to a leniency statement or a settlement submission [regulation 6(6)].

Under Article 960 COCP, the Commission may, on its own motion, intervene during the pendency of proceedings (*in statu et terminis*), if it shows to the satisfaction of the court that it is interested in the suit.

Furthermore, under Article 15(1) of Regulation 1/2003, the court may ask the Commission for its opinion on questions concerning

the application of the EU competition rules and, under Article 15(3), the Commission, acting on its own initiative, may submit written observations to the court and, with the permission of the court, may also make oral observations.

Given that Article 27 CA imposes an obligation on the courts, the courts in a stand-alone case must always request a report from the OC on the competition issues raised before them (see, for instance, *St George's Park Co Ltd et v Korporazzjoni Enemalta*, referred to in reply to question 3.2, where this procedure was applied). We are not aware of a case where the Commission has intervened in a competition case before the national courts.

5 Justification / Defences

5.1 Is a defence of justification/public interest available?

Article 5(3) CA, which is modelled on Article 101(3) TFEU, provides that the prohibition in Article 5(1) CA will not apply to any agreement between undertakings, any decision by an association of undertakings or any concerted practice, which:

- contributes towards the objective of improving the production or distribution of goods or services or promoting technical or economic progress;
- allows consumers a fair share of the resultant benefit;
- does not impose on the undertakings concerned any restriction which is not indispensable to the attainment of the said objective; and
- does not give the undertakings concerned the possibility of eliminating or significantly reducing competition in respect of a substantial part of the products to which the agreement, decision or concerted practice refers.

This provision is interpreted in line with the case law of the CJEU and the Commission's *Guidelines on the application of Article 81(3) of the Treaty*. The undertaking seeking to rely on Article 5(3) CA and/or Article 101(3) TFEU has the burden of proving that the four conditions laid therein are fulfilled.

Agreements, decisions or concerted practices which may affect trade between Member States but which do not restrict competition within the meaning of Article 101(1) TFEU or which fulfil the conditions of Article 101(3) TFEU, or which are covered by a Block Exemption Regulation, cannot be prohibited under national competition law [Article 3(2) Regulation 1/2003; Article 5(6) CA].

Like Article 102 TFEU, Article 9 CA does not explicitly provide for the grounds on the basis of which the alleged abusive conduct may be defended. Nevertheless, it is still possible for a dominant undertaking to attempt to justify its behaviour by showing that the conduct is objectively necessary and proportionate or by showing that its conduct produces substantial efficiencies which outweigh any anti-competitive effects.

The defendant can also invoke the state compulsion defence in cases where the anti-competitive conduct is required by law, so that the infringement is not the result of its own autonomous conduct.

The above defences can be invoked where the infringement has not yet been established by a final decision under the CA or by the Commission.

Once an infringement has been established, it would be very difficult for a justification or public interest defence against the award of damages to be successful. Under the tort provisions in the Civil Code, the defendant may argue that the damage was the result of *force majeure*.

5.2 Is the "passing on defence" available and do indirect purchasers have legal standing to sue?

The passing on defence is available under regulation 13 (see the reply to question 4.2). The defendant must show that the claimant passed on the whole or at least part of the increase in price to his customers.

In terms of regulation 12(1), a person who is not the immediate customer of the defendant is entitled to sue for damages. According to regulation 14(1), the indirect purchaser has the onus of proving the existence and scope of such a passing-on. However, in order to facilitate proving passing-on, the indirect purchaser is considered to have proven that a passing-on to him occurred where he shows that:

(a) the defendant has committed an infringement of competition law;

(b) the infringement of competition law has resulted in an overcharge for the direct purchaser of the defendant; and

(c) the indirect purchaser has purchased the goods or services that were the object of the infringement of competition law, or has purchased goods or services derived from or containing them (regulation 14(2)).

5.3 Are defendants able to join other cartel participants to the claim as co-defendants? If so, on what basis may they be joined?

Under Article 961 COCP, a third party may by decree of the court be joined in any suit pending between other parties in a court of first instance, whether upon the demand of either of such parties, or without any such demand, at any stage of the proceedings before the judgment. In terms of Article 962 COCP, the third party joined in the suit is considered as a defendant, so that he will be served with the application of the plaintiff and he will be entitled to file any written pleading, raise any plea and avail himself of any other benefit which the law allows to a defendant. The claim may be allowed or disallowed in his regard as if he were an original defendant.

Furthermore, under Article 960 COCP, a cartel participant or interested party may intervene during pending proceedings (*in statu et terminis*) whether in first instance or appeal, if he satisfies the court that he has a juridical interest in the suit as required under Maltese procedural law. As an intervenor, he is able to make submissions before the court. An intervenor can never be bound by the judgment since the proceedings are not addressed to the intervenor, but to the defendant/co-defendants.

6 Timing

6.1 Is there a limitation period for bringing a claim for breach of competition law, and if so how long is it and when does it start to run?

Under Article 27A CA, an action for damages is barred by the lapse of two years commencing from the day the injured party became aware or should reasonably have become aware of the damage, the infringement and the identity of the undertaking responsible for the infringement. This period is suspended if infringement proceedings are initiated by the Director General under the CA or by the Commission under Regulation 1/2003. Moreover, this period is interrupted where separate proceedings involving the application of the competition rules have been instituted before a court, until any such proceedings are terminated by a decision which has become final.

Regulation 10(1) extends the period of prescription for actions for damages to five years commencing from the date when the infringement of competition law has ceased and the claimant became aware or could reasonably be expected to have become aware of the conduct and the fact that it is unlawful, the harm suffered as a result of the infringement and the identity of the perpetrator. Moreover, the period of prescription is suspended where a competition authority takes action (investigation/proceedings for the infringement of competition law). This suspension ends one year after the infringement decision has become final and definitive or after the proceedings are terminated. The period of prescription is suspended for the duration of any consensual dispute resolution process, exclusively with regard to those parties taking part in the consensual dispute resolution [regulation 17(1)].

Regulation 10 has yet to come into force [see regulation 1(2) and regulation 10(4)], so that for the time being the two-year period of prescription applies.

Under Article 22 CPA, the period of prescription applicable to a claim for damages is interrupted in favour of a class member on the commencement of the collective proceedings, but that interruption is deemed inoperative if he withdraws from the collective proceedings.

6.2 Broadly speaking, how long does a typical breach of competition law claim take to bring to trial and final judgment? Is it possible to expedite proceedings?

It is difficult to estimate the duration of civil proceedings since this depends on a number of factors particular to each case (for example, complexity of the case, nature of the breach, availability of evidence and the need for experts to assist in the quantification of damages). Broadly speaking, we estimate that proceedings at first instance may take between two to three years in a follow-on claim. However, we have observed that presiding judges are increasingly willing to manage proceedings expeditiously in cases of commercial disputes, particularly those which are sensitive and/or complex.

7 Settlement

7.1 Do parties require the permission of the court to discontinue breach of competition law claims (for example if a settlement is reached)?

No permission is required. Any of the parties may, by means of a note, at any stage of the trial before definitive judgment is given, withdraw the acts filed by him [Article 906(1) COCP].

7.2 If collective claims, class actions and/or representative actions are permitted, is collective settlement/settlement by the representative body on behalf of the claimants also permitted, and if so on what basis?

In terms of Article 6(b) CPA, the court may at the pre-trial stage stay proceedings if the parties agree during the hearing to attempt to compromise the lawsuit by alternative dispute resolution or other means. Articles 19 and 20 CPA also make provision for the possibility of the class representative to compromise or discontinue all or part of a claim with the permission of the court. A compromise approved by the court binds every represented person, unless a represented person has obtained permission from the court or has notified the class representative to be omitted from the compromise.

Where one or more of the represented persons are to be omitted from the compromise, the court will give directions for the future conduct of the proceedings, which may include provision that the proceedings will continue as one or more proceedings between different parties.

8 Costs

8.1 Can the claimant/defendant recover its legal costs from the unsuccessful party?

In its judgment, the court will determine who is to bear the judicial costs. These are generally awarded against the unsuccessful party. Judicial costs can be recovered in accordance with the judgment.

8.2 Are lawyers permitted to act on a contingency fee basis?

Lawyers are not permitted to act on a contingency fee basis. Article 83 COCP prohibits advocates from entering into or making any agreement or stipulation *quotae litis*.

8.3 Is third party funding of competition law claims permitted? If so, has this option been used in many cases to date?

In principle, third party funding of claims governed by Maltese law is permitted, unless the funding is characterised as champerty (stipulations *quotae litis* are deemed void). Regulatory clearance may be required if funding is made on an ongoing basis. There are operators based in Malta which do engage in third party litigation funding, but we are unaware of such operators funding claims filed in Malta, whether in the commercial realm, or specifically in competition law cases.

9 Appeal

9.1 Can decisions of the court be appealed?

Decisions of the court of first instance are subject to appeal to the Court of Appeal. An appeal may be entered not only by the contending parties, but also by any person interested. The appeal must be filed within 20 days from the judgment, although in urgent cases the court may abridge this period upon the demand of the parties. No further appeal lies from the decision of the Court of Appeal.

Under the CPA, an appeal from a judgment of the court on behalf of the class or sub-class may only be filed by a class representative. However, if a class representative does not appeal, any class member may file an application to the Court of Appeal for leave to act as the class representative to file an appeal.

10 Leniency

10.1 Is leniency offered by a national competition authority in your jurisdiction? If so, is (a) a successful, and (b) an unsuccessful applicant for leniency given immunity from civil claims?

There is no leniency programme in Malta. The draft leniency regulations published in June 2013 have not been brought into force and no time-frame has been established for their coming into force.

Under the Regulations, an immunity recipient (therefore a successful leniency applicant) is still liable for harm caused, although it is conferred some advantages when compared to other infringers. Thus, an immunity recipient is jointly and severally liable only to its direct or indirect purchasers or providers, unlike other infringers which remain liable for the harm caused in full [although if other infringers are SMEs, they may benefit from more favourable treatment under regulation 11(2)]. It is only when full compensation cannot be obtained from the other infringers that an immunity recipient is jointly and severally liable to other injured parties [regulation 11(4)]. Furthermore, the amount of contribution due by an immunity recipient to a co-infringer cannot exceed the amount of the harm it caused to its own direct or indirect purchasers or providers [regulation 11(6)]. Where the infringement has caused harm to persons other than the direct or indirect purchasers or providers of the infringers, the amount of any contribution from an immunity recipient to the other infringers must be determined in the light of its relative responsibility for that harm [regulation 11(7)].

10.2 Is (a) a successful, and (b) an unsuccessful applicant for leniency permitted to withhold evidence disclosed by it when obtaining leniency in any subsequent court proceedings?

The provisions on disclosure described in the reply to question 4.5 should apply.

11 Anticipated Reforms

11.1 For EU Member States, highlight the anticipated impact of the EU Directive on Antitrust Damages Actions at the national level and any amendments to national procedure that are likely to be required.

The Directive was transposed by way of the Regulations. We are of the view that the Regulations' impact was not very significant, since Article 27A CA already provided for a tailor-made action for damages in case of a breach of the competition rules. Thus, a claimant was already entitled under Article 27A CA to compensation for actual loss and for loss of profit, together with interest from the time the damage occurred until compensation was actually paid as provided by the Directive. From a procedural aspect, some of the principles found in the Regulations already exist under Maltese procedural law or are followed by the courts.

Nevertheless, we expect that the following changes (which were already highlighted above in our replies) might facilitate future actions for damages filed under the Regulations:

- new disclosure obligations and the use of evidence included in the file of a competition authority;
- final infringement decision by a competition authority in another Member State to constitute at least *prima facie* evidence of an infringement before the Maltese civil courts;
- the rebuttable presumption that cartels cause harm;
- the rebuttable presumption in favour of indirect purchasers that they suffered overcharge harm; and
- the extension of the limitation period within which an injured party may bring an action for damages from two to five years, once regulation 10, which provides for a five-year prescription, enters into force.

11.2 Have any steps been taken yet to implement the EU Directive on Antitrust Damages Actions in your jurisdiction?

The Directive was transposed into Maltese law by virtue of the Regulations published on 26 April 2017 (Legal Notice 117 of 2017). Transposition is, however, not yet complete for, as highlighted above, the respective article on prescription has not yet come into force.

11.3 Please identify with reference to transitional provisions in national implementing legislation, whether the key aspects of the Directive (including limitation reforms) will apply in your jurisdiction only to infringement decisions post-dating the effective date of implementation or, if some other arrangement applies, please describe.

The Regulations are deemed to have come into force on 27 December 2014 in their totality, except for the provision on the period of prescription which will come into force at a later stage by way of a notice published in the Government Gazette.

During the consultation period, it was proposed that Article 27A CA will be completely replaced by a new provision enabling the Minister to make regulations providing for actions for damages caused by competition law infringements. However, no such amendment was made, since the application of Article 27A cannot be excluded with respect to actions for damages to which the Regulations do not apply for temporal reasons. Thus, it is expected that a transitional arrangement for the application of Article 27A CA will be provided.

11.4 Are there any other proposed reforms in your jurisdiction relating to competition litigation?

Apart from leniency, which may still be on the proposed reforms agenda, no other proposed reform relating to or affecting competition litigation between private parties has been published.

In the light of the case *Federation of Estate Agents v Director General (Competition) et* (decided 3 May 2016), amendments to the CA, which can have a substantial impact on the public enforcement domain of competition law, are expected. In this case, the Constitutional Court considered that the provisions in the CA, enabling the Director General to decide upon competition infringements and impose fines and providing for the CCAT to hear appeals from the decisions of the Director General, are in breach of Article 39(1) of the Constitution of Malta, although they are not in breach of Article 6 of the European Convention on Human Rights (ECHR). Article 39(1) of the Constitution requires that a person charged with a criminal offence must be afforded a fair hearing by an independent and impartial court established by law. The Court reached its conclusion after considering that public enforcement proceedings by the OC under the CA are criminal in nature and that the OC and the CCAT are not courts for the purposes of Maltese law.

Sylvann Aquilina Zahra
GANADO Advocates
171 Old Bakery Street
Valletta VLT 1455
Malta

Tel: +356 2123 5406
Email: sazahra@ganadoadvocates.com
URL: www.ganadoadvocates.com

Sylvann Aquilina Zahra is a consultant at GANADO Advocates, specialising in EU and Maltese competition law. She provides advice to clients on antitrust, merger control and State aid law and assists them in competition investigations, competition litigation and merger notifications.

As former Director General of the Office for Competition within the Malta Competition and Consumer Affairs Authority, as well as a senior case handler for a number of years, Sylvann was involved in many investigations concerning competition law breaches in various sectors and in the assessment of a number of concentrations. She has often participated in proceedings before the Competition and Consumer Appeals Tribunal and the superior courts.

Sylvann also provides assistance in matters involving EU law and in human rights cases.

Sylvann is a visiting senior lecturer at the University of Malta. Her teaching areas cover competition law, human rights in the EU and administrative law.

Antoine G. Cremona
GANADO Advocates
171 Old Bakery Street
Valletta VLT 1455
Malta

Tel: +356 2123 5406
Email: agcremona@ganadoadvocates.com
URL: www.ganadoadvocates.com

Antoine G. Cremona is a Partner at GANADO Advocates. He regularly represents clients in civil and commercial litigation and arbitration proceedings, particularly in corporate disputes including shareholder disputes, construction and claim and antitrust litigation.

Antoine specialises in public procurement and construction law and regularly assists employers, engineers and contractors in the drafting and negotiation of construction contracts modelled on the FIDIC and other main industry forms of contract. He has also, over the past few years, represented clients in some of the leading antitrust proceedings in Malta relating to cartels and abuse of dominance.

Antoine lectures on commercial arbitration at the University of Malta and participates regularly in practice groups relating to dispute resolution, public procurement and energy law. He is a Member of the Chartered Institute of Arbitrators (CIArb) and of the International Bar Association.

GANADO
ADVOCATES

GANADO Advocates is a leading law firm based in Malta, widely recognised for its financial services and commercial law practices. The firm traces its roots back to the early 1900s, and is today one of Malta's foremost law practices that is consistently ranked as a top-tier law firm in all its core sectors.

For over 15 years, the Competition practice at GANADO Advocates has been active in the areas of antitrust, State aid, concentrations, public procurement, joint ventures, intellectual property and privatisations. The firm's competition law experts:

- draft and review agreements and assist market participants in complying with competition law and regulatory requirements;
- represent complainants and assist undertakings concerned in investigations regarding alleged abuse of dominance and anti-competitive agreements carried out by the Office for Competition within the Malta Competition and Consumer Affairs Authority;
- represent clients in cases before the Competition and Consumer Appeals Tribunal and before the ordinary courts;
- assist clients with merger notifications; and
- are regularly resorted to for providing advice relating to EU State aid law.

Other titles in the ICLG series include:

- Alternative Investment Funds
- Anti-Money Laundering
- Aviation Law
- Business Crime
- Cartels & Leniency
- Class & Group Actions
- Construction & Engineering Law
- Copyright
- Corporate Governance
- Corporate Immigration
- Corporate Investigations
- Corporate Recovery & Insolvency
- Corporate Tax
- Cybersecurity
- Data Protection
- Employment & Labour Law
- Enforcement of Foreign Judgments
- Environment & Climate Change Law
- Family Law
- Fintech
- Franchise
- Gambling
- Insurance & Reinsurance
- International Arbitration
- Lending & Secured Finance
- Litigation & Dispute Resolution
- Merger Control
- Mergers & Acquisitions
- Mining Law
- Oil & Gas Regulation
- Outsourcing
- Patents
- Pharmaceutical Advertising
- Private Client
- Private Equity
- Product Liability
- Project Finance
- Public Procurement
- Real Estate
- Securitisation
- Shipping Law
- Telecoms, Media & Internet
- Trade Marks
- Vertical Agreements and Dominant Firms

global legal group

59 Tanner Street, London SE1 3PL, United Kingdom
Tel: +44 20 7367 0720 / Fax: +44 20 7407 5255
Email: info@glgroup.co.uk

www.iclg.com