LATIN LAWYER REFERENCE LITIGATION 2019

Colombia

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LATIN LAWYER INSIGHT

1 Outline the court system in your jurisdiction.

In general, the judiciary in Colombia is unitary and it is organised under the Judicial Branch of the Public Power. As set out in article 11 of Law 270/96, modified by article 4 of the Law 1285/09, the Judicial Branch is composed of bodies in four different jurisdictions:

- Ordinary jurisdiction: It is composed of (i) the Supreme Court of Justice, divided in three specialised chambers: civil, labour and criminal. The three chambers, in plenum, are competent to decide upon the matters set out in article 17 of Law 270/96; (i)i superior district courts; (iii) civil, labour, criminal, criminal judges for teens, family judges, judges for the enforcement of criminal decisions, judges for small causes, specialised judges and judges of general or multiple causes.
- Administrative jurisdiction: this is outlined as follows: (i) the Council of State, the supreme tribunal for administrative matters; (ii) administrative judicial district courts; and (iii) administrative judges.
- Constitutional jurisdiction: as per article 43 of Law 270/96, the Constitutional Court is the guardian of the integrity and supremacy of the Colombian Constitution (articles 241 and following of the 1991 Constitution); this jurisdiction has the following features: (i) all judges are empowered to rule on actions for the protection of constitutional rights, and any such decisions may be chosen to be reviewed by the superior courts and, in the end, by the Constitutional Court, at the latter's discretion, as the highest court for constitutional matters; (ii) the Constitutional Court decides on the constitutionality of laws, whenever the public constitutionality action has been raised; and (iii) any person is entitled to request the Council of State to determine whether an administrative act is adjusted to the constitution and the law, through the nullity on grounds of unconstitutionality action (Constitution, article 86, 241 and 237.2).
- Peace Jurisdiction: Composed of peace judges.

Finally, the following administrative entities have limited jurisdictional powers as per article 24 of Law 1564/2012, General Code of Procedure (GCP): (i) the Superintendency of Industry and Commerce, which has authority to rule upon matters concerning consumer rights and any alleged violation of the competition law rules; (ii) the Superintendency of Finance, which has authority to rule over disputes encompassing the financial activities financial of the entities supervised by said superintendency, as well as concerning securities and insurance and, in general, all activities related to the use and investment of resources originated by the public; and (iii) the Superintendency of Corporations, which has jurisdiction to rule over corporate disputes, such as compliance with shareholder agreements and the nullity of decisions taken by the shareholders.

2 What remedies are available to a local entity or resident that is in a dispute with a foreign entity? Do the laws provide foreign entities the same rights afforded to local entities? Are there laws requiring foreign entities to post a bond or other security before they can defend a suit?

The foreign character of an entity involved in a dispute in Colombia does not give rise to any restriction on the available remedies; however, two scenarios must be distinguished:

- in cases concerning contractual liability, the compensation of damages and either specific performance or the termination of the contract on grounds of failure to perform by one of the parties (Civil Code, article 1546 on inherent resolutory condition); and
- where non-contractual liability is at issue (torts), the aggrieved party may ask for the payment of all damages caused (Civil Code, article 2341).

As regards damages, the Colombian legal system allows the compensation of the following:

- compensatory damages;
- loss of profit; and
- liquidated damages in the form of penalty clauses.

It is important to note that Colombia does not recognise punitive or exemplary damages and, in general terms, as it is set out by the Supreme Court of Justice (Cas. Civ., File 5348) and the Council of State (3rd section, subsection C, File No. 20505), damages must be real, actual and certain.

The foreign character of an entity in a dispute in Colombia does not give rise to any restriction on the available remedies. In this sense, Colombian law provides foreign entities the same rights afforded to local entities. There is no statutory provision requiring that foreign entities post a bond or other security before defending a suit.

There is a special rule regarding disputes concerning the restitution of a leased asset, but by no means shall be interpreted as the obligation to post a bond. In that specific case, as per article 384 GCP, if the dispute relates to non-payment of

rent, the defendant shall not be heard if it does not deposit in the court account the amount of the rent allegedly owed plus any other related charges.

Regarding provisional measures of attachment, local or foreign entities are treated similarly, and are subject to the following rules:

- Pursuant to article 590 GCP, when a declaratory proceeding has been commenced, at the outset of the proceeding, the plaintiff is authorised to request the judge any or all of the following provisional measures:
  - the record of the statement of claim on the public registry of movable and immovable assets such as land and vehicles, and the attachment of assets not subject to public registry, when the dispute involves the ownership right or any other principal right in rem, directly or as a consequence of a different claim;
  - the record of the statement of claim on the public registry of movable and immovable assets subject to public registry when the dispute concerns the contractual liability of the defendant or its tortious liability; and
  - any provisional measure the judge deems necessary and reasonable to protect the disputed right, to prevent its breach and its consequences.

If the plaintiff request the judge any of such measures, it shall post a bond for 20 per cent of the amount in dispute to secure the payment of costs and damages it may cause with such measures, unless those measures are requested after having obtained a favourable rule in the first instance. The defendant, on the other hand, to obtain the cancellation of the provisional measures, it may post a bond to secure payment of the total amount in dispute.

The same rules apply in collection proceedings, whereby the claimant is authorised to request, at the outset, the provisional attachment and seizure of the defendant's assets. In this case, the plaintiff may be ordered to post a bond up to the 10 per cent of the amount in dispute to secure the payment of costs and damages it may cause with such measures, unless the provisional measure is requested after the claimant has obtained favourable decision in a declaratory proceeding. The defendant wishing to apply for cancellation of any such measure may be ordered to post a bond for the total amount in dispute plus an additional 50 per cent.

It is important to note that posting a bond to obtain or cancel provisional measures is not a condition precedent to litigate a case, either as a claimant or defendant.

3 What is the process by which a foreign entity may challenge the jurisdiction or venue of the; court where litigation is filed? What factors are considered when a court evaluates whether; to exercise jurisdiction over a foreign entity?

There is no specific procedure to contest the jurisdiction or venue of the court. However, when an ordinary proceeding has been commenced against a foreign entity, challenge of the jurisdiction or the competence of the court shall be argued as a dilatory defence, as per article 100, §1 or §2, CGP.

In such a case, Colombian judiciary take any of the following approaches:

- The rules of jurisdiction and competence are part of the public order of Colombia and, in this sense, parties are not allowed to agree on a different venue or jurisdiction (article 13 and article 28.3 GCP), unless an arbitration clause, national or international, is agreed (articles 3 and 69 Law 1563/2012).
- If no arbitration clause has been entered – domestic or international – local courts decide on their own competence mainly considering the territorial factor (article 28 GCP), as follows:
  - If the foreign entity is not a Colombian resident, but is summoned as a defendant, the competent court would be the one of the domicile or the place of residency of the Colombian claimant.
  - If the dispute is related to a contract or arises out from negotiable instruments, eg, promissory notes or checks, the competent court would be the one of the places where the contract is to be performed or the obligation contained in said instrument is to be complied with.
  - If a branch of a foreign company is summoned as a defendant, the competent court would be that of the domicile of the branch.
  - In cases related to tort, the competent court is the court located in the place where the material facts of the claim occurred.

4 What is the most common type of litigation encountered in your jurisdiction by foreign entities?

Foreign entities are mostly involved in:

- employment disputes regarding unjustified and unilateral termination of the labour contract;

- claims for agency by estoppel when an intermediation or distribution contract was entered with a local company, and the application of the economic consequences of the existence and termination of that contract (articles 1317 and following of the Colombian Commercial Code);
- litigation for the payment of amounts due (collection proceedings where there is a document granting the right of execution); and
- in local arbitration proceedings, it is now common to have disputes involving large infrastructure projects (construction law) and oil and gas issues where a public entity is involved.

5 How frequently do parties pursue criminal actions in the context of commercial disputes? May criminal trial evidence be adduced in follow-on civil litigation? May civil cases be brought concurrently or after criminal litigation?

It has become common for criminal actions in the context of commercial litigation to be pursued; however, this scenario is available where a criminal offence has been committed (eg, where forged documents have been filed as evidence in a commercial matter or where a witness deposition is false).

The fact that evidence has been used in a criminal trial is not a threshold for it to be submitted in any subsequent civil litigation proceedings. However, it depends on the stage of the civil proceeding, as in Colombia the opportunities to request evidence are expressly provided for in procedural law, unless the judge, by his or her own motion (ex officio) requests the criminal trial evidence to be submitted for his or her consideration.

There are two procedural regimes applicable to criminal cases litigated in Colombia and both allow bringing civil litigation concurrently with criminal litigation:

- Law 600/2000, which governs the proceedings for criminal offences taking place in Bogotá and other regions before 1 January 2005. This statute provides the victims with the possibility to seek the payment of damages, before civil courts or within the criminal proceedings, at the aggrieved persons' choice (Law 600/00, article 45).
- Law 906 of 2004, which applies to proceedings for criminal offences that occurred in Bogotá and other regions after 1 January 2005 (Law 906/04, article 533). The latter statute provides that, within the 30 days following the issuance of a decision against the offender, victims may file a request to make their rights to truth, justice and compensation effective (Law 906/04, articles 102–106, as modified by Law 1395/10). Thus, damages are discussed within the criminal proceeding itself.

6 Is there a right to a trial by jury in a commercial dispute?

Trial by jury does not currently exist in Colombia in either commercial or civil disputes.

7 Do courts require or strongly encourage mediation or other alternative dispute resolution methods before or during a litigation proceeding?

In civil, family and administrative cases, where the subject matter of the dispute is capable of being directly settled by the parties, extrajudicial conciliation is a condition precedent to commence litigation (Law 640/01, article 35), unless the claimant states under oath that the domicile, residence or workplace of the defendant is unknown (Law 640/01, article 35), or where the claimant requests provisional measures with the statement of claim.

During litigation proceedings articles 372.6 and 392 GCP provide that, in case of a verbal proceeding or a summary proceeding, the judge must summon the parties to a conciliation hearing differences at the "initial hearing".

Finally, article 28.13 of law1123/2007 provides that counsels have the duty to prevent innocuous litigation and to facilitate, inter alia, mediation as an alternative dispute resolution method.

8 Will choice of law and choice of forum provisions in a contract be recognised?

In principle, if a contract has a foreign element, there is nothing to prevent the parties from choosing the law applicable to it. However, courts are likely to take a restrictive approach in this regard, allowing choice of law solely in two scenarios:

- where it has been provided that disputes will be resolved through arbitration and such arbitration is international under article 62 of Law 1563/2012; or
- if one of the parties is a Colombian domiciliary and if the contract at issue is to be performed abroad, regardless of whether the contract has been executed in Colombia or on foreign soil (article 869 of the Commercial Code).

Colombian law does not allow parties to waive or prorogue the jurisdiction of Colombian courts (articles 16 and 28.3 GCP). Foreign decisions concerning matters subject to the exclusive jurisdiction of Colombian courts of law are not enforceable in Colombia as per article 606 of the GCP, for example, disputes related to assets located in Colombia at the moment the dispute arises.

9 Does your jurisdiction have a specific arbitration law? Are arbitration awards enforced by the courts? May courts enjoin/prohibit arbitration proceedings in matters that are also pending in a court proceeding?

The cornerstone of arbitration in Colombia is article 116 of the Constitution. National and international arbitration is thoroughly regulated by Law 1563/2012. As regards international arbitration, the Colombian legislator based all of its regulation on the UNCITRAL Model Law, and its 2006 amendments.

Courts generally grant enforcement of arbitral awards issued in Colombia. If the award is considered foreign, the petitioner must comply with the provisions set out in article 111 of Law 1563/2012 and a prior recognition by the judiciary is required by means of exequatur as provided for in article 111.3 of Law 1563/2012. In such a case, the procedure to be followed is set out in article 607 GCP. Once recognised, local courts are able to enforce the decisions contained therein.

If the award is issued in an international arbitration seated in Colombia, there is no need to apply for its recognition as per article 111.2(bis) of Law 1563/2012, and courts would automatically enforce it.

Courts cannot prohibit arbitration proceedings in matters also pending in court proceedings as a sort of lis pendens. On the contrary, where a lawsuit related to a matter covered by an arbitration agreement is filed, courts will refer the parties to arbitration at the request of the defendant. In such scenario, the interested party must raise the arbitral agreement as a preliminary defence and seek an anticipated final decision towards the court's jurisdiction (article II.3 of the New York Convention, article 70 of Law 1563/2012 and article 100 GCP).

10 Do the courts recognise attorney-client privilege? If so, is the privilege applicable to in-house lawyers?

The Colombian Constitution expressly recognises and protects professional secrecy (Constitution, article 74). In addition, article 209 GCP expressly includes professional secrecy as an exception to the duty to appear as a witness of fact. The professional secrecy has been construed by the Constitutional Court as "a reserve and confidential information" recognised as a consequence of certain professions or activities; therefore, is either as a right and duty.

The legal basis of the professional secrecy lies in the defense of the personal reputation, honour and protection of the public image and privacy of the recipient.

The extent of the professional secrecy varies depending of the professional relationship and the degree of proximity. With regard to the documents or information within the attorney–client relation, Colombian Constitutional Court has held that communication is inviolable; and any illegal interception must be severely punished.

Notwithstanding the inviolability of the professional secrecy, the Constitutional Court has recognised some extreme cases in which the disclosure is allowed. The exception arises in cases in which the disclosure, beyond reasonable doubt, has the potential to prevent a crime.

It is important to highlight that under Colombian law, all evidence obtained in violation of due process is null and void by right (article 29 of the Political Constitution).

The same principles shall be applicable to in-house lawyers but, the absence of a clear-cut decision by our judiciary, investigations conducted by the Superintendency of Commerce have shown that the documents produced by in-house lawyers are treated as documents owned by the company, therefore they are subject to examination and analysis.

11 Are legal proceedings public? In other words, can the general public observe hearings and review the filings of the parties?

Although hearings are generally public, revision of documents presented by the parties, including their petitions, are reserved to the parties. Article 26 of Decree 196/71 provides that files and decisions in judicial or administrative proceedings can only be examined by:

- public servants exercising their powers;
- attorneys admitted to practise in Colombia exercising their mandate;
- the parties;
- persons appointed as court assistants for the proceedings in question;
- directors and members of legal clinics in proceedings in which the law authorises them to act as counsel; and

- law students engaged as pupils of attorneys admitted to practise in Colombia.

12 May a defendant join other potentially liable parties to the existing lawsuit?

Yes. The rules applicable to joinder are those contained in articles 60 and following of the GCP which, in addition, are applicable to domestic arbitration. In this sense, the following scenarios must be distinguished:

The respondent may file a gjoinder, whereby:

- if the dispute has to be decided with the participation of all parties related to the material facts of the case as they are part of the relations giving rise to the dispute or have had any participation in their occurrence, all the parties must necessarily be joined by the court when admitting the claim for the proceedings to be valid (article 61 GCP);
- when the parties are able to voluntarily join into the proceedings for reasons of judicial economy, but it is not necessary for them to appear for the proceeding to be valid, as they have independent relations to the parties of the dispute (article 60 GCP);
- parties are in presence of cases where law expressly indicates that the decision resulting from the process may produce effects over certain third parties, although their appearance was not considered necessary by the judge, which is the case of debtors of obligations in solidum (article 62 GCP); and
- the judge finds that collusion or fraud to the detriment of a third party is taking place, it is empowered to summon such third party to the proceedings (GPC, article 72). A third party has guaranteed the performance by a party to the litigation, or such party has agreed on an indemnity clause. As per article 64, GCP, "[a person] who affirms having legal or contractual right to request another party compensation for damages, [or] total or partial reimbursement of the payment [that could be] due because of the [prospective] judicial decision, may request the issuance of a summons [of such third party], for the matter to be resolved in the same proceedings…" (Free translation, GCP, article 64)

13 How may a party enforce a foreign judgment?

Article 606 of the GCP lists the conditions that must be fulfilled by a foreign judgment to obtain recognition and enforcement in Colombia. Failure to fulfil any of the conditions listed therein shall be construed as a reason to dismiss without prejudice the request for recognition of the foreign decision. As it is set out in said provisions, the conditions a foreign judgment shall met are the following:

- it must not refer to rights in rem upon assets located in Colombia when the dispute arises as jurisdiction is exclusively vested in Colombian courts (article 606.1 GCP);
- it must not oppose Colombian public policy (GCP, article 606.2), with the exclusion of procedural law;
- it must be a final and enforceable ruling (GCP, article 606.3);
- the decision shall not refer to matters upon which local courts have exclusive jurisdiction (GCP, article 606.4);
- it must not be related to a proceeding pending on Colombian courts where the same subject matter is yet to decide (GCP, article 606.5);
- the decision should have been issued in compliance with the service of process and the due process clause (GCP, article 606.6); and
- that the party seeking recognition comply with the exequatur requirement (GCP, article 606.7) and, in this sense, either a treaty or convention must exist between Colombia and the country where the judgment was granted or reciprocity in the recognition of foreign judgments between the courts of the relevant jurisdiction and the Colombian courts.

14 How is service of process effected?

Process in Colombia is served depending on the judicial order that has to be served pursuant to article 289 of the GCP. As regards the service of process, three different types of notifications are applicable as per articles 290 and following of the GCP:

- Personal service of process as per the following procedure:
  - For public entities, the Public Ministry, private companies executing public activities and particulars registered in the trade registry: as per article 612 GCP, to personally serve the admission of a claim in a declaratory proceeding or the payment order in a collection proceeding, the public entity shall receive, in the official electronic mailbox arranged by the entity to receive service of process, a copy of the admission of the claim as well as the statement of claim.
  - For other parties (general rule): as is provided for in article 291 GCP, the claimant shall send a communication to the party to be served containing the existence of the process, its nature and date of the decision to be served, and a summons to appear before the court within the five following days if hsi or her domicile is in the same circuit of

the court, 15 following days if he or she is domiciled in another circuit and within the 30 following days if he or she is neither domiciled nor a resident in Colombia.

- If personal service of process is not effected without the fault of the interested party, said party shall request the court to issue a notice containing its date of creation as well as the date of the decision, the identification of the court, the nature of the proceedings, the name of the parties and a warning that the services of process shall be considered made at the end of the day following the delivery of said notice. To such notice the interested party shall attach, for the service to be valid, the decision to be served. There is no need, as in the CCP, to attach a copy of the claim to the notice for the service of process to be valid (article 292 GCP).
- If the claimant does not know the domicile of the defendant, he or she shall inform, under oath, such circumstance for the court to authorise summoning the defendant by using a well-known newspaper and/or radio station.

15 How much time does a party have to answer a complaint? Can a party extend this time?

Based on the GCP, civil and commercial disputes are to be resolved through one of the following procedures:

- the verbal proceeding, in which case the answer to the complaint must be submitted within 20 days of the personal notification of the claim (GCP, article 368). There is no possibility for a party to extend this time;
- the summary oral proceeding, where the statement of defence shall be filed no later than 10 days after the claim has been notified to the defendant (GCP, article 391). There is no possibility for a party to extend this time; or
- collection proceedings, where the statement of defence shall be filed no later than 10 days after the notification of the order of payment against the defendant (GCP, article 442).

In any case, if the defendant files a petition before the court seeking the reversal of the admission of the claim, the term to answer the complaint will start from the day following the service of the decision to the parties in which the judge confirms the admission of the claim.

16 What types of pretrial proceedings are available in court? What kinds of dispositive motions can be filed before trial? Under what circumstances may a lawsuit be dismissed prior to trial?

Pretrial collection of evidence is available as per article 183 GCP (see answer 19) and a pretrial provisional measures as it is set out in article 589 GCP.

Regarding the dismissal of a claim prior to trial, the only provision that could be assimilated to a dispositive motion to dismiss a claim is found in article 278 GCP, which provides that in any stage of the proceeding, Judges are authorised and empowered to issue an anticipated final decision if, inter alia, the principle of res judicata is evident from the facts of the case, a settlement agreement has been executed between the parties, when the period of time set out in the statute of limitations has passed or when the claimant lack of standing to file a claim against the alleged defendant.

In addition to these cases, an anticipated final decision, with res judicata effect, must be issued by the court if both parties agree to it or if not, evidence shall be collected by the court.

Finally, as per article 100 GCP, the judge may terminate the proceedings if the prosperity of a dilatory defence is declared and the claimant does not comply with any order issued by the court as regards such defence within the five days following the court decision on the dilatory defences. Said decision shall be taken before moving towards the collection of evidence requested by the party and, in any case, at the outset of the first hearing (article 101.2 GCP).

17 How long does it take to obtain a first-instance judgment in a typical commercial litigation case?

As of today, judges are bound to produce their decision on commercial disputes within one year of the notification of admission of the claim to all defendants (including third parties), unless the proceeding is suspended or interrupted. If the first-instance court does not rule within the term specified, the proceeding must be sent to the following judge, who in turn would have six months to produce a final ruling (GCP, article 121). Exceptionally, the first-instance judge has the power to extend the term up to six months to decide upon a case.

Notwithstanding said provision, owing to court congestion, it is likely that a first-instance ruling might be rendered by the court three years from the date of admission. In Colombia there is no provision ordering judges to produce the admission decision within a certain time frame.

18 Is a party required to submit all facts, arguments and supporting evidence with its initial pleading?

In the civil jurisdiction, the claim must include all facts, the legal grounds supporting the claimant's position, and the request for the pertinent means of evidence (GCP, article 82). However, if facts are omitted, or claims are not included in the initial pleading, the plaintiff can amend its initial claim once, as per article 93, GCP.

19 Does litigation provide a process for investigating claims or right to discovery of evidence prior to trial?

There is no discovery, as understood in the United States, in Colombia. The GCP allows a person intending to file a claim or fearing to be sued, to:

- ask its prospective counterparty to answer a questionnaire on the facts related to the subject matter of the prospective proceedings (article 184, article 185);
- request its prospective counterparty or third parties – where appropriate – to disclose documents or accounting books, as well as to exhibit movable goods (GCP, article 189);
- ask for witness statements to be rendered (CGP, article 187, article 188);
- request the practice of a judicial inspection on persons, documents, locations or goods (GCP, article 186, article189); and
- ask for the submission of expert reports (GCP, article 189).

20 Does litigation provide a process to subpoena or obtain documents or testimony from third parties?

Where a party intends to use documents in litigation that are in a third party's hands, the former may request the court to order them to be disclosed (GCP, article 265). On the other hand, both the CCP and the GCP expressly provide that any person has the duty to render the witness statement requested by a competent authority, unless otherwise provided by law (GCP, article 208).

21 Does the judge or opposing counsel examine witnesses?

Colombian judges are empowered to order the confrontation of witnesses both between them and with the parties (GCP, article 223). Therefore, both the judge and the opposing counsel may examine witnesses.

22 How may evidence be challenged? Are there specific rules of evidence?

Rules

There are specific rules of evidence in Colombia, applicable to documentary evidence, witness statements, expert reports and site inspections, among others (CGP, third section, Unique Title on "Evidence").

As regards the challenge of evidence, the following rules apply:

- The authentic character of documents may be challenged by requesting a comparison between the handwriting and signatures thereof with those used in other documents (GCP, article 185); or by submitting a written request for the document to be declared false within the time limits provided by the GCP, article 269.
- Witness statements may be challenged through a confrontation between witnesses or between them and the parties (GCP, article 233);
- A challenge must be submitted before or during the deposition of a witness if the party considers that the witness is suspicious, unnecessary or unsuited to testify (GCP, article 211, article 225).
- Expert witnesses appointed by the court or a party appointed expert may be challenged before their reports are submitted, for the same reasons applicable to challenges against judges (GCP, articles 226 and 235).
- Challenge of an expert report shall be made either by filing a different expert report showing inaccuracies either in the investigations, tests, results and conclusions of the challenged report or by summoning the expert to a hearing in which the court and the parties may ask about the specific issues of the report (GCP, article 231).

23 Do courts typically allow hearings at or before a trial? At what stage may parties present expert witness testimony?

Hearings are allowed before trial where anticipatory evidence has been requested (see question 14). On the other hand, witness statements may be requested or submitted by the parties with the claim or the answer to the complaint (CCP, articles 75, 77, 92 and 183; GCP, articles 82, 84, 93 and 96).

24 What must be demonstrated to collect a debt based on a written instrument?

A document grants the right of collection under Colombian law when it has been issued by the debtor and expressly indicates a clear, express and enforceable obligation (GCP, article 422). The document shall be presented in the original. Judges would neither admit, nor issue, an order of payment where the claimant has not presented the original document granting the right of collection.

25 What remedies are available in your jurisdiction to a minority shareholder of a corporation in a dispute with the corporation or the majority shareholders?

A minority shareholder is entitled to three special remedies in addition to those provided by the general rules on contractual and non-contractual liability (see question 2):

- A decision made by the shareholders' assembly or the board of directors may be challenged by the absent or dissenting shareholders within the two months following the date when the decision was made or registered, on grounds that it is not adjusted to law or to the company's by-laws (Commercial Code, article 191).
- If there has been an abuse of right by the majority, the minority shareholder is entitled to compensation for any damages suffered (Commercial Code, article 830; Law 1258/08, article 43).
- In the case of the simplified stock corporations, the shareholders' abuse of the right to vote gives rise to: (i) the obligation to compensate any damages caused; and (ii) the action of annulment against the act in question (Law 1258/08, article 43).

Under Colombian law, in general, an abuse of the right to vote occurs whenever it is exercised for either obtaining an unjustified advantage for oneself or on behalf of a third party, or to the detriment of the company or other shareholders.

In addition, any person may directly file a claim against a company's administrators for obtaining compensation of all damages caused by their wrongful conduct. A similar action may be raised by the company itself (Law 222/95, article 25).

26 What rights are available in the courts for someone holding a maritime lien interest in a vessel?

Colombian law provides special naval privileges on the vessel for the following credits:

- taxes and judicial costs related to the ship, owed to the treasury and caused during the last year or voyage;
- expenses incurred for selling the ship and distributing its price, or related to the vessel's custody and maintenance, since the ship's entry in the last harbour;
- credits caused by labour contracts concluded with the captain and crew, as well as by other services provided by persons on board;
- payments due because of salvage and assistance, in case of general average;
- compensation of damages caused by the collision of vessels or other accidents;
- credits originated in contracts duly concluded by the captain outside the port of registry, for attending a real need of preserving the ship or continuing the voyage;
- debts owed to materials' suppliers, workers and craftsmen, engaged in the manufacture of a vessel that has not yet sailed for the first time; and
- sums owed by the ship owner for any work or supplies related to a vessel's repairs and provisions, made at the port of registry after the ship has sailed at least once (Commercial Code, article 1556).

In the cases listed above, the creditor is entitled to obtain payment from the product of the ship's sale (Commercial Code, article 1555).

In addition, Decision 487 of the Andean Community provides naval privileges on the vessel for the following credits:

- salary and other credits owed to the captain, officer and other crew members;
- compensation for death or injury occurred on land or at sea, provided that such damages are directly related to the exploitation of the ship;

- compensation for salvage;
- sums owed for groundage, use of channels and other waterways and pilotage; and
- sums owed because of non-contractual negligence in material losses or damages caused by the ship's exploitation. Loss or damage caused to the charge or containers, among others, is excluded from this provision (Decision 487, article 22).

Decision 487 regulates the benefits of owners of the above-mentioned credits.

27 What rights are available for a party holding a security interest in real property and personal property? Are there expedited proceedings to allow the recovery of property serving as security for debt obligations?

The party holding a security interest in real and personal property has the right to enforce the security through a special collection proceeding if, as it is usual, the security is accompanied by a document that qualifies for collection action (see question 24). In addition, it must be called to become a party to proceedings initiated by third parties when the asset subject matter of the security is attached, so as to make the security effective.

Colombian law provides special privileges for creditors holding security interest on real and personal property. Credits are organised within the Civil Code in different groups, going from the first class (highest), to the fifth (lowest). Thus, lower class credits are to be paid only after those having a higher class have been satisfied. Whenever a pledge has been constituted over movable goods, the secured credit will be within the second class (Civil Code, article 2497). In addition, when the debtor's assets are enough to satisfy first class credits, the pledged goods will be used first to pay the sums owed to the creditor having security interest over them (Civil Code, article 2498). Furthermore, where the creditor lawfully has physical possession of the pledged good, he or she is entitled not to give it back until the credit has been paid (Civil Code, article 2421).

On the other hand, if a mortgage has been constituted over non-moveable goods, the credit will become a third-class credit (Civil Code, article 2499). Since second-class credits are always related to moveable goods, in practice this security means that the credit prevails over all those that are not in the first class. However, first-class creditors can only obtain payment from the product of the mortgaged goods' sale, as long as there are no other goods available to satisfy them (Civil Code, article 2500).

Proceeding for recovering property serving as security for debt obligations

As it is provided for in articles 467 and 468 GCP, when a mortgage or pledge has been constituted in favour of a creditor, such creditor may request judicial allocation of the collateral by means of a special procedure, to secure the total or partial payment of the debt obligation.

It is important to highlight the following:

- This procedure is not available if the creditor does not know the domicile of the owner of the asset or if provisional measures have been enforced upon the asset or if there exist one or more creditors with better real rights over the goods pledged or mortgaged.
- The creditor shall present, with the statement of claim, a certificate on the existence of the lien on the property and a valuation of the collateral as provided in article 444 GCP.
- The debtor may request the judge the auction of the collateral.
- The adjudication of the asset would be equivalent to 90 per cent of the value assessed in the valuation presented by the creditor; and if such amount is superior to the debt obligation, the creditor must deposit the difference with the court.

28 Describe the types of employment disputes that frequently result in litigation.

Most employment claims pursue the declaration of the existence of a labour contract, in which case the worker will be entitled to obtain special benefits. Now, where a personal service is being directly provided, the existence of such contract is presumed; however, the employer may prove otherwise. At this point, it is worth highlighting that the core element of labour contracts is sub-ordination (ie, the fact that the employer could determine when, how and where the service was to be provided (Labour Code, articles 23 and 24 modified by articles 1 and 2, Law 50/90).

Disputes concerning the determination of whether a labour contract has been unjustifiably terminated are also usual. In those cases, if the claimant succeeds, the employee will have to pay a compensation amounting to:

- 30 days of salary for the first year of work and 20 days for each subsequent year, if the worker earned less than 10 monthly legal minimum wages; or
- 20 days of salary for the first year of work and 15 days of salary for each subsequent year, if the salary exceeds 10 monthly legal minimum wages (Law 789/02, article 28).

The monthly legal minimum wage for 2016 was fixed at 689,454 Colombian pesos (Decrees 2552 and 2553 of 30 December 2015) (approximately US$235,61 – exchange rate of 10 October 2016).

29 Does your jurisdiction allow class actions or some form of collective litigation proceeding?

Colombian law basically allows two kinds of collective litigation proceedings:

- collective actions, which are intended to protect collective rights and interests; specifically, they may be commenced to (i) prevent imminent damages; (ii) face perils, threats or offences affecting collective rights or interests; and (iii) re-establish the situation preceding the wrongdoing (Law 472/98, article 2);
- class actions, whereby a plural number of persons uniformly affected by the same cause, may request the payment of the damages individually suffered, in the form of loss of profit, compensatory damages or other type of material or immaterial damages (Law 472/98, article 46).

30 Do government-owned or controlled entities enjoy any privilege when they are engaged in commercial activity and involved in a commercial or administrative litigation?

In principle, entities owned or controlled by the government undertaking commercial activities do not enjoy special privileges. As a matter of fact, in this cases, contracts entered into by such entities would be governed by private law, although the principles of public procurement would be applicable, eg, efficiency, transparency, planning, etc.

There is a special benefit in favour of public entities in litigation: as a general rule, for the effects of an appealed decision to be suspended, the appellant must provide security for the payment of any damages that such suspension may be likely to cause; however, such security is not required where that the appellant is a public entity. This is also the case in collection proceedings when a public entity requests provisional measures against assets of a private party, therefore, no security must be placed as a condition precedent to order such measures (GCP, article 599; Code of Procedure for Contentious Administrative Matters (CPCA), article 232).

Additionally, if a decision orders a public entity to pay an amount of money, collection proceedings shall be commenced against the entity 10 months after such decisions becomes enforceable (article 307, GCP).

31 Do foreign states or entities controlled or owned by foreign states enjoy any privilege when they are engaged in commercial activity and involved in a commercial or administrative litigation in your jurisdiction (state immunity)?

In the past, Colombian judiciary has approached to the issue in a restrictive manner, granting immunity from jurisdiction either when a state was engaged in commercial activities. As of today, the Supreme Court of Justice, in a case involving the Arab Republic of Egypt (Civ. Cas, 20 January 2016), differentiated the acts of a state as iure imperii and iure gestionis, being the later, as the court recognised, exclude the political faculties and rights of the states.

Although in the past the position of the Supreme Court was that states did not have standing to appear before the Colombian courts neither to request the protection of the fundamental rights or to request their intervention in the decision of disputes on Colombian soil, as they had jurisdictional immunity, in this particular occasion the Supreme Court took the opportunity to revise their decisions in order to introduce a relative theory of jurisdictional immunity of states, regardless that Colombia has not yet ratified the Convention on Jurisdictional Immunities of States and their Property of 2004.

The Court went further to impliedly consider that decision involving states in labour disputes might be well extended to commercial issues, as our Constitutional Court have considered that the relative theory of jurisdictional immunity does not violate the Colombian Constitution.

32 Is injunctive or other relief available on an emergency basis?

In Colombia, injunctions may be granted on an emergency basis in certain cases expressly provided for in article 589 GCP. According to said provision, when there is a violation of the intellectual property or of the competition law rules, it is possible to request the suspension of the wrongful act when requested as a consequence of a pretrial collection of evidence; in urgent circumstances, such measure may be adopted within the 24 hours following the request's submission and without hearing the applicant's counterparty (Law 256/96, article 31).

Additionally, the Council of State and the administrative tribunals may suspend the effects of administrative acts, as long as certain conditions are fulfilled (Law 1437/11, article 230).

As regards actions related to fundamental rights, the court, if it considers necessary and urgent, may (i) suspend the effects of a concrete act that is or might threat a fundamental right; (ii) to order conservatory measures to avoid the production of additional damages and (iii) to order any measure to protect any fundamental right that might be in discussion while the decision is issued (article 7, Decree 2591/91).

33 Is injunctive relief available as part of a final award? If so, in what types of cases do courts usually provide injunctive relief?

It is not uncommon for Colombian courts to issue final judgments containing orders to do or to abstain from doing something. Four indicative examples:

- Specific performance is frequently ordered in civil litigation (see question 2 above).
- The core relief sought in popular actions is an order to execute certain acts or to abstain from doing so (Law 472/98, article 34).
- The Constitution introduced the compliance action, whereby a person may request a court of law to order a reluctant authority to execute legal provisions or an administrative act (Constitution, article 87).
- Where an action for the protection of fundamental rights (Constitution, article 86) has been successfully raised, judges will order an authority or private person to do or to abstain from doing something.

34 What are the typical court fees and costs required to file a civil lawsuit?

In civil litigation, the losing party is liable for the payment of three types of sums:

- the costs of the proceedings, which depend on the specific amount claimed and the special circumstances of the case; where an appeal has been filed, the following rules apply:
- if the second instance judgment confirms the first instance decision in all parts, the appellant will be liable to pay the costs of the appeal;
- where the appeal ruling revokes the lower decision, the losing party must pay both the first and second instance costs; and
- whenever the appeal is partially successful, judges are granted discretion to allocate costs (CCP, article 392; modified by article 42, Law 794/03; GCP, articles 361, 365 and 366);
- the attorney's fees and expenses (see question 37).

In addition to those general sums, if a party requests interim measures, it would be liable for the damages caused by the adoption thereof, thus in some cases courts require the constitution of a guarantee before adopting such measures (see question 2).

35 Is a bond required for a non-resident? What is the amount of the bond?

In the context of civil lawsuits, bonds are required only in cases specifically established by the Code of Civil Procedure; no distinction is made between residents and non-residents (GCP, article 603). No bond shall be posted by a foreign entity to litigate a case before Colombian courts, unless it requests provisional measures; and such bond will secure payment for costs in case the final decision is issued against its specific claims.

36 What types of damages are available? How are damages quantified? Are punitive damages available?

Colombian courts may award two kinds of damages:

- non-pecuniary damages, referred to the pain or affliction derived from a wrongdoing. To determine its quantum, much discretion must be left to the judge but always taking into account the principles of full compensation and equity (Law 446 of 1998, article 16). Furthermore, the Judge has the duty to motivate its decision according to Colombian legislation and case law, because its discretion cannot be considered as arbitrariness. Courts assessed indemnifications of non-pecuniary damages in a limit of 100 legal monthly minimum wages concerning moral damages' reparation. That parameter was imposed without further motivation or explanation, indeed the Court established those limits as a policy.
- material damages, which comprise both the actual losses of the aggrieved party and the income such party did not receive as a consequence of the breach of contract or wrongful act (Civil Code, articles 1613 and 1614). It is worth mentioning that only proven damages are compensable (CSJ, Decision of 9 August 1999).
- No punitive damages are available in Colombian legislation.

37 Is the losing party liable for the prevailing party?

The losing party is liable for the prevailing party's attorney's fees and costs. Pursuant to Resolution PSAA16-10554/16, issued by the Superior Council for the Judiciary, the losing party must pay the attorney's fees and expenses. However, statutory limits to the payable sums have been established. For example, in commercial disputes, the limit for the first instance fees is 7.5 per cent of the sum recognised or denied by the decision. There are detailed provisions on this matter for each judicial proceeding.

38 Will courts enforce a liquidated damages provision in a contract?

Colombian courts will enforce a liquidated damages clause if it does not exceed the limits established by statutory law; namely, in civil contracts, liquidated damages cannot be higher than two times the amount of the obligation (Civil Code, article 1601); and in commercial contracts, they cannot exceed the amount of the obligation (Commercial Code, article 867).

The Code of Commerce further provides that, when the latter amount is not quantifiable, manifestly excessive liquidated damages may be equitably reduced by judges (Commercial Code, article 867).

39 What is the appeal process against trial court decisions?

Two circumstances must be differentiated:

- If the decision is issued and its notification is effected during a hearing, parties may verbally present the appeal immediately after the decision has been pronounced by the judge, setting out, briefly, the main arguments and concrete reasons for the decision to be overruled by the superior. Before the hearing is ended, the judge has to decide whether the appeal proceeds. If the appellant does not briefly present its main arguments, the first instance court would declare the appeal deserted (articles 322.1 and 322.3 GCP).
- If the decision is issued in writing and out of hearing, the appeal must be submitted, along with the main arguments, within the three days following the notification of the challenged decision before the same court issuing it, which in turn will rule on the appeals' admissibility (articles 322.1 and 322.3 GCP).

In any case, if the appeal is held to be admissible, the file will be sent to the second instance court and the parties are entitled to ask for the production of any means of evidence they deem necessary provided that: (i) such evidence was requested before the first instance court, but was not collected due to causes not attributed to the party seeking their collection; (ii) the parties agreed before the second instance court on the collection of evidence not requested in the first instance; (iii) evidence is related to issues occurred after the opportunity to request evidence in the first instance has elapsed; (iv) there are documents not filed as evidenced due to force majeure or by an act attributable to the other party (article 327 GCP).

After the appeal has been admitted by the Superior Court, date and hour for holding a hearing will be fixed. In such hearing, the parties have one opportunity to address the court only with regards to the arguments briefly exposed to the first-instance court and, in the same hearing, the competent court will issue its decision (GCP, final part of article 327).

40 How frequently do appellate courts reverse trial court decisions?

There are no available statistics in this regard. Appellate courts in general do not reverse first instance rulings unless they find a serious flaw in the decision.

41 May the courts entertain challenges to administrative decisions made by federal or local governments? If so, how frequently do courts reverse administrative decisions in favour of a private party?

Colombia is a unitary state, and therefore there are not federal governments and local authorities do not enjoy broad powers. However, there are three main ways whereby courts may reverse administrative decisions:

- the Constitution established the nullity on grounds of unconstitutionality action whereby the Council of State may reverse administrative acts contrary to the Constitution or laws (Constitution, article 237.2);
- any person may request a court to declare the nullity of an administrative act pursuant the proceeding specifically provided for in the Code of Administrative Procedure (CAP) (Law 1437/2011, articles 135 and 137); and
- any person unlawfully affected by an administrative act, may request it to be set aside, the compensation of any damages and the re-establishment of its rights (CAP, article 138).

42 How are trade secrets protected in judicial proceedings?

As per article 267 of the GCP, the party who has the burden to show certain information considered as trade secret has to oppose to the exhibition of such information within three days from the date the judge ordered its exhibition.

The judge will appreciate the arguments set out in the opposition to decide whether the information requested by the other party are part of the trade secrets and know-how of the company and, if it finds it admissible, it will decide not to order the exhibition of the information (trade secrets); however, it is exclusively for the judge to decide upon the opposition.

43 Are settlement agreements confidential? Must the parties' settlement agreement be certified by the court?

Settlement agreements entered before any judicial proceeding, unless otherwise provided by the parties, are not confidential. But if the parties agree on a confidentiality agreement upon any settlement, a judge can order the exhibition of the document if it is necessary to establish the facts or evidence upon certain situation in civil or criminal matters, and the parties should present the document upon request of competent authority.

If any settlement agreement is executed within a judicial proceeding, but with no intervention of the judge, the parties have the option not to disclose the agreement and request the judge to dismiss the claim by voluntary withdrawal of the claim by the plaintiff, or to show the document to terminate the proceeding by settlement.

The only time where it is necessary to obtain a certification or court approval is where public entities conciliate their disputes with private parties. In this case, the agreement must have the authorisation of the administrative jurisdiction (administrative judges or tribunals depending on the nature and amount of the agreement), in order to determine whether the agreement violates the public order, is injurious to public funds or presents any risk to the public entity. If no authorisation is granted, no settlement agreement can enter into force.

Finally, it is important to note that there is no law that expressly forbids using as evidence the statement made in a genuine attempt to settle. Nevertheless, by the interpretation of the Constitution (article 29) and some laws, such as the Law 640/2001 (articles 1 and 2) and article 164 of the General Procedure Code, even the daily legal practice, it is possible to concluded that all statements of the parties and exchange of oral information, production of documents, etc, within settlement hearing (judicial or out-of- court) or a genuine attempt to settle are considered inadmissible evidence before the judge.

44 Who has the burden of proof at trial? What is the burden?

Article 167 of the GCP has introduced an important modification to the traditional procedural law, taking into account the particularities of the case, the Court can, by its own motion or by the request of a party, order to a specific party to present any and all evidence it has in its power because such party has a better position or it has an intimate relation with the evidence.

45 What are the most significant recent developments regarding judicial reform? Is any proposed legislation likely to affect the civil litigation market?

N/A.

46 Describe any recent noteworthy litigation and arbitral cases.

- In Dec 2017, the Dispute Resolution group has been appointed by Linzor Capital Partners (a leading pan-regional private equity firm focused on the middle market in Latin America), to represent the interests of one of its investments in an ICC arbitration seated in Bogotá, arising out the execution of a complex sale and purchase transaction (M&A dispute) – strictly confidential.
- In June 2018, the Dispute Resolution group has been appointed by a Spanish company specialised in the engineering and construction of large turnkey industrial installations in dispute arising out of an EPC contract, having a multi-tiered dispute resolution mechanism prior an ICC Arbitration (strictly confidential) The amount of the claim is nearly US$26 million. At the moment the Dispute Resolution Group is representing the Spanish company in the preparation of the claim intended to officially began the direct negotiation.
- In March 2018, the Dispute Resolution group has been appointed by a Spanish construction company (37th largest in the World and the 4th largest in Latin America) in a dispute arising out of a FIDIC Contract (Red Book) for the construction of a light rail in the Municipality of Medellín, having an ICRD Arbitration Clause. The amount in dispute amounts US$20 million.
- In July 2018, the Dispute Resolution group has been appointed by the major generator of thermal energy in Colombia in an arbitration seated in Barranquilla, Colombia. The amount of the claim is US$10 million.

- The Dispute Resolution group has been appointed by General Motors (2017–2018) to assume the representation of the company in two post arbitration actions commenced by a former concessionaire: Los Coches, part of one of the biggest conglomerates in Colombia. The actions entailed, by way of a tutela action and an annulment, the reversal of the arbitration award issued in midst 2016. Both actions were decided by Superior Civil and Commercial Court for the Circuit of Bogotá and the Supreme Court of Justice totally favourable to GM (also considered as a Big Win for the Dispute Resolution Team).
- Mr William Araque was appointed as arbitrator in a dispute involving a Consortium composed, inter alia, by Prosegur, a company with presence in more than 24 jurisdictions, and the National Unit of Protection (public entity). The seat of the arbitration is Bogotá and the amount in dispute is US$10 million.
- The Dispute Resolution Group continue advising the National Agency of Hydrocarbons in the annulment of an arbitral award an in a tutela action. Both actions are pending at the Council of State. The arbitration was commenced by Petrominerales Ltd, Colombian Branch (as of today Frontera Energy), and had an aggregate amount of US$300 million.
- At the end of 2016, beginning of 2017, the Dispute Resolution group was appointed by Refinería de Cartagena in a dispute with, inter alia, Kentz Corporation (SNC Lavalin) connected with a contract for the pre-commissioning and Commissioning of the expansion project and modernisation of the Cartagena refinery. The contract amount was nearly US$186 million, and the amount in dispute was US$23 million. The dispute was settled after one year and a half of hard work or the Dispute Resolution team (confidential).
- The Dispute Resolution group continue acting as counsels for Refinería De Cartagena in two arbitration proceedings seated in Bogotá, Colombia, in an excess of US$30 million, involving foreign and Colombian domiciliaries. The first arbitration proceeding is awaiting decision on jurisdiction, while the second has issued its decision on jurisdiction, after several challenges by a third party joined at the request of Refinería de Cartagena.
- In July 2017, the Dispute Resolution group was selected by a group of companies called Grupo Térmico (Termobarranquilla, Termocandelaria and Zona Franca Celsia) in an arbitration proceeding involving the Sociedad Portuaria el Cayao with regards three different contracts for the provision of the regasification service. The amount in dispute was nearly US$5 million.
- The Dispute Resolution group continue acting as IGT Games (controlled by IGT Corporation) counsel, in a US$20 million arbitration seated in Bogotá, Colombia, commenced by a state entity, Coljuegos, at the Bogotá Chamber of Commerce. The proceeding is in its final stages – summon to expert witness and closing arguments.
- The Dispute Resolution group has been appointed by a group of companies in an exequatur proceeding before the Supreme Court of Justice, Civil Chamber. The role of the Dispute Resolution Team is to oppose the recognition of the foreign decision.
- The Dispute Resolution Group has been appointed by Huawei Technologies, a giant in the telecom business, for the defence of their interests in a claim seeking the compensation of approximately US$80 million in damages.
- The Dispute Resolution Group has been appointed as co-counsel of an American company in a commercial agency related CPR arbitration seated in Indiana, and parallel litigation proceedings before the Colombian courts.
- The Dispute Resolution Group has been appointed by Solarte Nacional de Construcciones, part of one of the biggest Colombian construction conglomerates, in an arbitration seated in Bogotá, Colombia, derived from a construction contract.
- The Dispute Resolution Group has been appointed by Frank Louis Cooper in an arbitration seated in Colombia, against one of the largest constructors in the Caribbean Coast of Colombia, in a dispute arising of a development of a mall in Cartagena, Colombia. The amount in dispute is US$3 million.

William Araque

Gómez-Pinzón Abogados (Bogotá)

William Araque is partner of the firm and director of its national arbitration and litigation department. He is a lawyer graduated from the Universidad Libre (Bogotá). For over 10 years, William was an assistant of a magistrate and Court Official at the Judiciary in Bogotá. He was a senior associate of Baker & McKenzie's Litigation Group (Bogotá) and a founder partner of Zuleta & Partners Legal Group, in which he was the director of its Litigation Group.

He has been consistently invited by Universidad de los Andes, Pontificia Universidad Javeriana in Cali, and the Court of Arbitration of the Chamber of Commerce of Bogotá to lecture in national arbitration, litigation and their evidentiary issues.

According to the specialised publications, William Araque has been classified as "a magnificent lawyer", "expert in litigious matters", "excellent litigant", "very good in cases of international arbitration", with "high technical and procedural knowledge and strategic skill "that gives its customers" great security.

William has been a consultant to domestic and foreign companies for more than 25 years in complex commercial contracts, commercial distribution schemes, Colombian procedural law and, in general, matters involving business law. As a proxy of these companies, he has acted in countless cases before the ordinary jurisdiction and national arbitral tribunals in complex controversies. Within the group of foreign companies, it has provided expert advice on matters of dispute resolution, to four of the top 10 Fortune 500 companies and 12 of the top 100 companies listed on the Global 500, such as Exxon Mobil, General Motors, Chevron, Hewlett Packard, Bank of America, Procter & Gamble, Honeywell International, International Paper, Pepsico, Pfizer, Merck and JetBlue.

David Ricardo Araque - Quijano

Gómez-Pinzón Abogados (Bogotá)

David Araque is a partner of Gómez Pinzón Abogados and co-directs the dispute resolution & investment protection team.

He is a lawyer graduated from Universidad de los Andes (Bogota) and LLM, with distinction, from the Queen Mary University of London, specialised in international disputes resolution, international arbitration, international litigation and settlement of controversies involving investment projects. In addition to having received a partial scholarship from the University of London (Queen Mary) to attend the programme, he obtained the School of Law prize as the best student of the master's degree in such a field of specialisation.

He has been professor at Universidad de Los Andes in Bogotá, Colombia, in subjects covering Roman Law, Business Law and Obligations (Civil Liability, Effects, Transfer and Termination of Obligations).

He has more than 13 years of experience in commercial transactions, national litigation and national and international arbitration, in areas that include construction, commercial distribution of goods and services, infrastructure and, in general, in complex commercial disputes.

David has represented various national and multinational companies in commercial lawsuits before Colombian courts and arbitration courts. Likewise, he has provided advice in matters of contractual and extracontractual liability of the producer, as well as group and popular actions defending various multinational companies in issues involving environment, personal damages and consumer protection.

GÓMEZ-PINZÓN

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