Litigation Comparative Guide - Guernsey (Legal 500)

Briefing Summary: This country-specific Q&A provides an overview of litigation laws and regulations applicable in Guernsey.

Service Area: Dispute Resolution and Litigation

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1. What are the main methods of resolving disputes in your jurisdiction?

Disputes in Guernsey are resolved primarily *via* adversarial court or tribunal proceedings, where those disputes cannot be settled by out of court settlements (either through open or without prejudice communications between the parties' advocates). Alternative dispute resolution is also used in Guernsey to resolve disputes. This can take the form of mediation, arbitration and expert determination.

2. What are the main procedural rules governing litigation in your jurisdiction?

Litigation in the Royal Court is governed by the Royal Court Civil Rules 2007 and various practice directions. Although the rules bear some resemblance to the Civil Procedure Rules in England and Wales, there are a number of distinct, Guernsey-specific provisions.

For 'petty debt' matters (with a value of less than £10,000) the Magistrates Court has jurisdiction and the Magistrate Court and the Court of Appeal are subject to their own sets of rules.

3. What is the structure and organisation of local courts dealing with claims in your jurisdiction? What is the final court of appeal?

The Magistrate Court has jurisdiction in civil matters for disputes of under £10,000 in value, in addition to certain domestic proceedings and inquests. Appeals from the Magistrate's Court go to the Royal Court sitting as the Ordinary Court.

The Royal Court in Guernsey is divided into the following divisions:

i. Court of Chief Pleas
ii. Full Court
iii. Ordinary Court
iv. *Court de Plaid d'Heritage*
v. Matrimonial Causes Division

The majority of commercial matters are litigated in the Ordinary Court. The Ordinary Court is constituted by a single judge of the Royal Court sitting alone or a judge sitting with a minimum of three Jurats, who are elected lay members of the court and determine questions of fact.

Questions of pure law, interlocutory matters and case management or procedural hearings are heard before a judge sitting alone, with trials heard either by a judge sitting alone or a judge sitting with jurats.

Appeals proceed from the Royal Court to the Court of Appeal. Appeals from the Court of Appeal are heard by the Judicial Committee of the Privy Council.

In 2020 proposals were made to amend and update the operations of the Ecclesiastical Court but these have not progressed. The result is that the Ecclesiastical Court still has jurisdiction over matters of probate and estates.

4. How long does it typically take from commencing proceedings to get to trial in your jurisdiction?

The timeline of a case varies greatly depending on the type of case, the number of parties involved and the complexity of the issues.

The Royal Court will always look to manage cases expeditiously, consistent with the overriding objective set out in the Royal Court Civil Rules to deal with cases fairly, expeditiously and in a cost-effective manner. The courts will encourage parties to agree procedural directions by consent, where possible.

As a rough guide, cases will generally take around 12 to 18 months from proceedings being issued to the conclusion of a trial. Complex or multi-party cases may take between 24-36 months to conclude.

The Court of Appeal sits at regular intervals and appeals tend to be concluded within 6-12 months of the notice of appeal being filed.

5. Are hearings held in public and are documents filed at court available to the public in your jurisdiction? Are there any exceptions?

Hearings are generally held in public save for certain well-recognised exceptions where proceedings are held in camera. If a party considers that a case falls within one of those exceptions, a privacy application should be made. This will generally be granted by the Guernsey courts where the case involves minors, private trust matters, trade secrets and/or matters affecting national security. Parties seeking a privacy order will usually also apply to have the court file sealed, thereby restricting public access to the court materials; unless an order is made sealing the court file pleadings are publicly available.

For a fee, transcripts are available of right to parties (unless the court directs otherwise) and on request by a non-party where the court is persuaded that this is appropriate.

Most judgments of the Royal Court are published online unless the matter is subject to privacy orders. Published judgments may also, on occasion, be anonymised.

6. What, if any, are the relevant limitation periods in your jurisdiction?

What is known as limitation in English law is known as 'prescription' in Guernsey law. Whilst limitation is essentially procedural in nature, barring the remedy sought through passage of time, and hence governed by the ***lex causae***, prescription is a substantive remedy which extinguishes the relevant right and is therefore part of the ***lex fori.*** The length of the limitation period for a particular right varies, dependent on the nature of the right.

Prescription periods in Guernsey are generally laid down in statute, albeit customary law principles are also relevant in this area. Following a period of consolidation of the various statutory provisions, a limited number of key rules remain:

i. breach of contract claims are prescribed after the elapse of six years from the date of breach under the ***Loi Relative aux Prescriptions 1889***;
ii. commercial torts are prescribed after six years from the date that relevant actionable damage occurred under The Law Reform (Tort) (Guernsey) Law, 1979;
iii. unjust enrichment claims are generally regarded as an ***action personelle*** (non-tortious personal claims), alternatively as a ***demande mobilière*** (claim to moveable property). From a prescription perspective, this difference is immaterial since both actions are subject to six-year prescription periods under the ***Loi Relative aux Prescriptions 1889***;
iv. claims for breach of trust under section 76(2)(a) of The Trusts (Guernsey) Law, 2007 are subject to a prescription period of three years from the date on which the claimant first has knowledge of the breach (but not where the claim is based on breach of fiduciary duty and knowing assistance or receipt).

The prescriptive period can be suspended during periods when the claimant was prevented from pursuing the claim due to a relevant impediment. In Guernsey, such an impediment is taken from the customary law and is termed an '***empêchment d'agir',*** literally: an 'impediment to action'.
Where ***empêchement*** is successfully raised it will 'stop the clock' on the prescriptive period from the date of the impediment until that impediment no longer prevents the claimant from pursuing the cause of action.

Prescription periods are also disapplied in cases of fraud, where the period begins to run from the date on which the fraud was discovered (which is, in essence, a reflection of the broader ***empêchement*** rule).

In summary:

i. Claims brought under contract or tort are time-barred after six years.
ii. Trust disputes are time-barred after three years, but this does not apply in cases of fraud.
iii. Personal injury claims are time-barred after three years.
iv. Rights in realty are time-barred after 20 years.

7. What, if any, are the pre-action conduct requirements in your jurisdiction and what, if any, are the consequences of non-compliance?

There are no specific pre-action conduct requirements in Guernsey and no pre-action protocols. In personal injury claims, pre-action disclosure is available but not compulsory.

In practice, however, parties will issue a letter before action and seek to settle the matter without recourse to the courts because a failure to give a defendant the opportunity of resolving the dispute before an action is commenced may limit the scope to recover costs at a later stage.

8. How are proceedings commenced in your jurisdiction? Is service necessary and, if so, is this done by the court (or its agent) or by the parties?

Proceedings in the Royal Court are commenced by serving a Summons on the defendant. The Summons must contain three elements:

i. the material facts relied on (but not the evidence used to establish those facts);
ii. the relief sought by the plaintiff, including any damages; and
iii. the plaintiff's address for service (the ***election de domicile***).

The Summons must be delivered to HM Sergeant (an agent of the Royal Court) who will effect service on the other parties in the proceedings. The prescription period will stop running at the point at which the Summons is handed to HM Sergeant.

The plaintiff then 'tables' the Summons (by this stage taking the form of a 'Cause') before the Royal Court. This is generally the first hearing of the case in court. Should the defendant fail to appear or arrange representation at this hearing, the plaintiff will generally be able to obtain judgment. If the defendant appears or is represented and subject to any preliminary issues such as any jurisdictional challenge, where the matter is being defended the defendant will provide an address for service, known as an ***election de domicile.*** The defendant will then have 28 days in which to file their defences (although this can be extended by up to three months' by the consent of the other parties, without reference to the court, or longer if the court so orders).

9. How does the court determine whether it has jurisdiction over a claim in your jurisdiction?

A Guernsey resident or entity incorporated or with a place of business in Guernsey will generally be subject to the jurisdiction of the court through the standard service mechanisms.

Where an entity or person is not resident in Guernsey, the Guernsey courts may still exercise jurisdiction in certain cases. In broad terms, the Guernsey courts will do so, and grant permission to serve proceedings outside the jurisdiction, where satisfied that the case is a suitable one in which to exercise the court's discretion to accept jurisdiction (Rule 6, Royal Court Civil Rules).

In determining an application for permission to serve out, the Guernsey courts will broadly apply the same principles as apply in England and Wales under the Civil Procedure Rules and look to English case law for guidance, as well as to Practice Direction 6B issued under the CPR.

The primary considerations for determining jurisdiction are broadly similarly to other jurisdictions namely:

i. The applicable law (i.e. the governing law of the contract/trust);
ii. The locus of the alleged wrongdoing;
iii. ***Forum non conveniens*** (i.e. whether Guernsey is the most appropriate forum to hear the dispute);
iv. Parties' domicile or place of incorporation/business;
v. The location of any assets held by the Defendant or which are the subject of the dispute.

10. How does the court determine which law governs the claims in your jurisdiction?

In the majority of cases, the Royal Court will respect the parties' choice to submit to a particular governing law if expressly agreed between the parties. Where there is a dispute on the proper law there may need to be a preliminary hearing to determine the point. If it is foreign law that governs the issue, e.g. an exclusive jurisdiction clause in a contract, then expert evidence on the foreign law may need to be adduced.

11. In what circumstances, if any, can claims be disposed of without a full trial in your jurisdiction?

Rule 19 of the Royal Court Civil Rules enables the Royal Court to grant summary judgment at any time after the pleadings have closed. The test which the Royal Court applies is that it will grant summary judgment if the other party has no real prospect of succeeding on the claim or defence and there is no other compelling reason why the claim should be disposed of at a trial.

An application needs to be served on the defendant a minimum of four clear days before the application is to be heard. It must be supported by an affidavit that sets out the effect of the application, if successful. The affidavit should also identify concisely any point of law or any provision of a document on which the applicant relies.

If a case is demonstrably weak then, consistent with the overriding objective, the Royal Court will almost certainly grant summary judgment on the basis that the case should not take up further expense and court time. When assessing the case, the primary consideration is not whether there is a probability of success, but rather that there is an absence of reality that the claim or defence can succeed.

The Royal Court can also exercise its discretion under Rule 52 of the Royal Court Civil Rules to strike out a pleading where the pleading discloses no reasonable grounds for bringing or defending the action, is an abuse of the court's process or there has been a failure to comply with the court's process.

Although there is no specific provision dictating how an application to strike out should be progressed, in practice an application under Rule 52 of the Royal Court Civil Rules should be supported by an affidavit outlining the abuse of process or failure to comply that is relied on.

12. What, if any, are the main types of interim remedies available in your jurisdiction?

In addition to summary judgment and strike out, there are a number of interim remedies available including:

i. Interim payments are available where a plaintiff can seek payment of a portion of damages prior to the final determination of the case. This is typically seen in medical negligence or personal injury matters where liability is admitted but there is a dispute as to quantum;
ii. Payments into court or offers to settle under Rule 62 of the Royal Court Civil Rules can assist a defendant in reducing their risk of being liable for all the plaintiff's legal cost should the plaintiff be unsuccessful at trial.
iii. Prohibitory injunctions are available under the Law Reform (Miscellaneous Provisions) (Guernsey) Law, 1987 which gives the Royal Court power to grant a party injunctive relief in order to restrict a party's ability to do a certain act. Mareva (freezing) injunctions are common in Guernsey and these can be sought and obtained in advance of any action commencing in earnest. Typically, a freezing order would be applied for in tandem with a disclosure order to ascertain the whereabouts of the assets.

iv. Search orders (Anton Pillar orders), are available in Guernsey to gain access to premises to ensure evidence is not being concealed or destroyed. In practice, this relief is seldom used.
v. Anti-suit injunctions, are also available to prevent a party from continuing or starting legal proceedings outside of Guernsey.
vi. The ***Clameur de Haro*** is a customary law remedy providing a party with injunctive relief from interference with land (nuisance or trespass) while the act is happening. The modern applications of this customary law relic are limited, albeit not extinct, as the remedy has been exercised in recent times.

13. After a claim has been commenced, what written documents must (or can) the parties submit in your jurisdiction? What is the usual timetable?

In the Royal Court, where the plaintiff has commenced an action and tabled the Cause, the defendant has 28 days to file defences (extended up to three months by consent). Following receipt of the defences the matter is placed on the ***Rôle des Causes en Preuve*** (the witness list) and a case management conference should be fixed within 14 days of the inscription of the action on the witness list.

Following the filing of defences, the plaintiff can also file a ***réplique***, a reply to the defence, to which the defence may respond with a ***duplique***. These can, essentially, be provided at any time during the case although it may require the leave of the court depending on the timing relative to any trial date.

It is also open to the defendant to file a counterclaim but this is typically contained within the defences rather than as a standalone document.

Similarly, it is open to the defendant to file a request for further information under Rule 60 of the Royal Court Civil Rules. This can also be achieved by including an e***xception de forme,*** where a cause is unclearly drafted, such that the defendant cannot effectively plead in response.

The defendant can also plead an ***exception de fond*** as part of the defences, which is effectively a plea in bar of trial. There are three types of ***exception de fond***:

i. An ***exception déclinatoire***: this asserts that court does not have jurisdiction, often through ***forum non conveniens,*** and should be pleaded first;
ii. An ***exception dilatoire***: this alleges that there is no cause of action against the defendant because it has not yet arisen. An example might be a debt that has not yet fallen due for payment; or
iii. An ***exception péremptoire***: this alleges claim is null, most often because it is prescribed.

14. What, if any, are the rules for disclosure of documents in your jurisdiction? Are there any exceptions (e.g. on grounds of privilege, confidentiality or public interest)?

The parties' disclosure obligations are contained within Part X of the Royal Court Civil Rules. In the absence of an order to the contrary, disclosure is limited to standard disclosure under Rule 65 of the Royal Court Civil Rules. This requires the provision of documents that:

i. are relied on;
ii. adversely affect that party or another party's case;
iii. support another party's case; and
iv. are required to be disclosed by a relevant practice direction.

The documents to be disclosed are those which are or have been within a party's control; there is no general obligation to disclose 'train of enquiry' documents.

A 'document' includes anything in which information of any description is recorded and therefore encompasses any electronic media, mobile devices, as well as data stored on cloud services. The duty of disclosure is a continuing obligation.

Parties are under a duty to conduct a reasonable search for relevant documents, keeping in mind the volume of documents held, the nature and complexity of the proceedings, the proportionality, cost of retrieval, and, the significance of the documents located during the search.

In undertaking disclosure, parties should bear in mind the overriding objective, and should therefore endeavour to ensure that the exercise conducted is proportionate and saves unnecessary expense.

Parties are required to provide a list of documents for inspection, and a disclosure statement confirming the extent of the search undertaken, and certifying that they have complied with their obligations to the best of their knowledge.

The duty of disclosure is a continuous one which does not end until the conclusion of proceedings.

Documents can be withheld on the ground of privilege, where a person seeks legal advice from a lawyer (legal advice privilege) and/or where advice is sought in relation to threatened or actual proceedings (litigation advice privilege). Guernsey's approach to privilege largely mirrors the English principles.

Where, within the context of a disclosure exercise, a party claims that a document is covered by legal professional privilege, this claim to privilege should be set out in the list of documents and inspection refused.

In addition to claims of privilege, a party may assert a right or a duty to not disclose a document. This arises where a party claims a public interest immunity from disclosure under Rule 76 of the Royal Court Civil Rules an ***ex parte*** application should be made to the court for an order permitting the party to withhold the document from disclosure.

Where the Royal Court makes an order under Rule 76, the order must not be served on any other person nor should the document be open to inspection by any person, unless the court orders otherwise. Where a party claims to have a right or duty to withhold all or part of a document from inspection, the existence of that right or duty and the grounds on which the party claim to have it must be stated in writing.

That a document is confidential is not in itself a reason for inspection to be withheld.

Documents obtained through the disclosure process are subject to collateral use restrictions.

15. How is witness evidence dealt with in your jurisdiction (and in particular, do witnesses give oral and/or written evidence and what, if any, are the rules on cross-examination)? Are depositions permitted?

Affidavit evidence or witness statements are usually provided and witnesses providing these will generally be subject to cross-examination in person. Evidence is usually given live at trial and in open court where the witness will be put to proof on the statements contained in their evidence.

To the extent that examination in chief is undertaken, it will typically take the form of 'open' questions but it is common for parties to agree that the written witness evidence will stand as the examination in chief of the witness. Leading questions are not generally permitted in examination in chief, save where the issue is uncontroversial or covers an area that is not contested. In contrast, cross-examination will generally be conducted in the form of 'closed' or leading questions. Re-examination is generally only permitted to address points raised in cross-examination.

Advocates are not permitted to 'badger' witnesses and the judge will intervene where this occurs.

16. Is expert evidence permitted in your jurisdiction? If so, how is it dealt with (and in particular, are experts appointed by the court or the parties, and what duties do they owe)?

Expert evidence is permitted in appropriate cases. The courts will consider whether or not expert evidence is appropriate, and if so how it should be undertaken, at the case management conference. Expert evidence is provided for in the Evidence in Civil Proceedings (Guernsey and Alderney) Law, 2009 and the 2011 Rules by the same name.

The parties may appoint a joint expert or parties may prefer (and the court may agree) to appoint their own expert. The court may order simultaneous or sequential exchange of expert evidence, depending on the nature of the case. It is common for the court to order that a list of issues is provided by the experts in order to narrow the points of disagreement.

Expert witnesses are generally expected to follow the requirements of the Civil Procedure Rules and English case law on expert witnesses is likely to be persuasive in Guernsey. As such, the expert's duties are likely to follow the principles set out in the ***Ikarian Reefer*** case from England and Wales, as follows:

i. Expert evidence should be the independent product of the expert, uninfluenced into its form or content by the exigencies of the litigation.
ii. An expert witness should provide independent assistance to court by way of objective unbiased opinion in relation to matters within their expertise.
iii. An expert witness should state the facts or assumptions on which their opinion is based. They should not omit to consider material facts which could detract from their concluded opinion.
iv. Expert witness should make it clear when a particular question or issue falls outside their expertise.
v. If, after exchange of reports, an expert witness changes their view on the material having read the other side's expert report or for any other reason, such change of view should be communicated (through legal representative) to the other side without delay and when appropriate to court.

17. Can final and interim decisions be appealed in your jurisdiction? If so, to which court(s) and within what timescale?

Appeals from the Magistrate's Court are to the Royal Court sitting as Ordinary Court. There is a right of appeal where the debt or damages claimed exceeds £200, or if there is a point of law. Notice must be given within seven days of the first instance decision.

In the Royal Court, parties may appeal a final decision as of right and without leave on a point of law or where the value of the claim exceeds £200. Notice must be served within one month and thereafter the appeal should be set down within seven days.

Leave is required for interlocutory decisions or in respect of decisions on costs.

There is a further right of appeal to the Judicial Committee of the Privy Council, which is the ultimate appeal court of the courts of the Bailiwick of Guernsey.

18. What are the rules governing enforcement of foreign judgments in your jurisdiction?

Where a party wishes to enforce a foreign judgment in Guernsey, there are two main routes: first, enforcement through common law and, secondly, using the statutory framework laid down in the Judgments (Reciprocal Enforcement) (Guernsey) Law, 1957.

Under the common law route, a judgment creditor must sue on the judgment in the same way that a creditor would sue on a simple debt in Guernsey. A foreign judgment can be challenged where:

i. the foreign court making the decision had no jurisdiction;
ii. the judgment was obtained through fraud;
iii. the proceedings in the foreign court breached natural justice requirements; or
iv. enforcement would be contrary to public policy in Guernsey.

The statutory method is only available for a small number of jurisdictions and provides a streamlined method for having such judgments recognised and enforced. The judgment must be of a superior court, be final and conclusive and be one the foreign court had jurisdiction to grant.

19. Can the costs of litigation (e.g. court costs, as well as the parties' costs of instructing lawyers, experts and other professionals) be recovered from the other side in your jurisdiction?

Advocates' fees incurred in the Magistrate's Court are not recoverable; instead, there are only (limited) disbursement-type costs recoverable.

In proceedings before the Royal Court, the Royal Court has a wide discretion to make such orders for costs as it thinks just. The general principle is that 'costs follow the event', so that the losing party will pay the successful party's costs at the recoverable rate (presently £325 per hour for Advocates). However, there is also scope for issue-based costs orders being made, where parties have enjoyed mixed success. Further, a successful party may have costs awarded against it if, for example, the damages awarded are less than the sum paid into court or offered by the other party in settlement (see question 12, above) or where the court deems that a party has not conducted all or part of the litigation appropriately.

On occasion the courts may also make an order that the parties bear their own respective costs.

In exceptional cases the courts can order costs on an indemnity basis. This allows all (or substantially all) of a party's costs to be recovered from the other side. The court may also award costs on a partial indemnity basis.

Where agreement on the amount of costs under a costs order cannot be reached, the paying party should seek to have the costs 'taxed'. An application for taxation must be made within one month immediately following the receipt of the opponent's bill.

Interest is available on any costs ordered pursuant to a judgment, with the applicable interest rate being the current judgment rate of 8%.

20. What, if any, are the collective redress (e.g. class action) mechanisms in your jurisdiction?

It is possible to run 'class action' cases in Guernsey although their use is limited in practice. Rule 33 of the Royal Court Civil Rules allows a person to commence or continue a claim as the representative of others with the same interest in that claim. Judgment will be binding on all parties represented and it will prevent the represented party, if unsuccessful, from raising a further claim on the same facts under the ***res judicata*** principle.

21. What, if any, are the mechanisms for joining third parties to ongoing proceedings and/or consolidating two sets of proceedings in your jurisdiction?

Joinder proceedings are governed by Rule 37 of the Royal Court Civil Rules, which allows the Royal Court to order that a party be joined to active proceedings where the court finds that it is just and convenient to do so for the purposes of determining the case or an issue in the case.

22. Are third parties allowed to fund litigation in your jurisdiction? If so, are there any restrictions on this and can third party funders be made liable for the costs incurred by the other side?

Third-party litigation funding has been provided in some cases in Guernsey, but it is important to note that the rules of maintenance and champerty have not been abolished by statute or at common law. In deciding whether or not a funding arrangement is champertous or amounts to maintenance, the Royal Court is likely to follow English principles. Third-party funding arrangements are typically seen in litigations involving liquidators.

Guernsey advocates are expressly prohibited by the Guernsey Bar's Rules of Professional Conduct from entering into any arrangement under which payment of a fee is contingent on success in the claim, commonly called "no win, no fee" agreements.

This is presently under review by the Guernsey Bar Association and the introduction of contingent/conditional fee arrangements and damage-based agreements is being considered, as well as the jurisdiction-specific challenges that would be faced should such agreements be permissible in future.

23. What has been the impact of the COVID-19 pandemic on litigation in your jurisdiction?

Guernsey was fortunate in its experience of COVID-19 in that strict border controls prevented any significant period of lockdown. After an initial two and a half months, there were very few practical restrictions on ordinary life within Guernsey, save for strict border controls. During the lockdown period, Guernsey's courts operated a triage system in order to ensure that essential hearings were able to proceed. After that initial lockdown, hearings took place in person for the most part, albeit with the ability to use video hearings where necessary, including where witnesses were unable to travel to Guernsey or the client/legal team were in isolation through suspected infection. Most court filings were moved temporarily to an electronic basis. Overall, therefore, Guernsey's court system experienced relatively little disruption during the pandemic. If anything, the pandemic helped to accelerate the use of technology within the court system and enabled the faster adaptation of court systems and processes to accommodate technological changes.

24. What is the main advantage and the main disadvantage of litigating international commercial disputes in your jurisdiction?

There are several advantages to litigating disputes in Guernsey. Guernsey is a leading international finance centre. As a result, the Guernsey courts are used to dealing with complex and high value international disputes, across a wide array of legal disciplines. The proximity and shared roots with the UK means that, whilst retaining its own identity, Guernsey law and process leans on and is broadly familiar to clients versed in the common law approach.

The Guernsey legal market itself brings a wealth of international experience to the jurisdiction, with lawyers hailing from around the world, including England, Scotland, South Africa, Australia, New Zealand, together with a growing number of practitioners from wider afield, as well as other offshore jurisdictions such as Cayman, Bermuda and BVI.

Guernsey also has an impressive body of case law, which is accessible online at www.guernseylegalresources.gg. Whilst Guernsey law shares many elements of English law, it is important to note that there are differences and Guernsey can and often has introduced new and novel legal solutions which have then been copied elsewhere, such as cell companies and other corporate structures, as well as in areas of intellectual property and trust law.

25. What is the most likely growth area for commercial disputes in your jurisdiction for the next five years?

Trust litigation in Guernsey is an area that continues to see strong growth and which is expected to continue over the next five years. Similarly, the market for restructuring work continues to grow steadily, as is common in times of global recessionary pressures and the COVID-19 pandemic. In recent years, regulatory work has become an increasingly niche and active area, including financial services regulation as well as competition law.

26. What, if any, will be the impact of technology on commercial litigation in your jurisdiction in the next five years?

Guernsey is presently rolling out a new SMART court platform which will make the electronic filing of pleadings and court documents more efficient and simpler than at present. This will also allow for a smarter tool to create court bundles for trial or interlocutory hearings and for the centralisation of the documentary evidence for the case, which will aid hearings considerably.

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