

Award in Civil Procedure

Lecture Title: Precautionary Warrants

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Diploma in Law (Malta)



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Warrant of Seizure (“Mandat ta’ Qbid”)

- The warrant of seizure may be granted only with regards to movables (not immovables) including:
 - Shares
 - Licenses issued by any competent authority
 - Insurance policies
 - Credit securities
 - Intellectual or industrial property rights



What is not subject to Seizure?

- Clothes for daily wear, bedding and utensils and furniture required for decent living of the debtor and his family*
- Personal documents and books relating to the debtor's profession, debtor's spouse or his children*
- Registeres and minute-books of public notaries*
- Tools and implements necessary for the instruction in or the exercise of any science or of any art of the debtor, his spouse or children*
- Animals and tools required for agriculture and any fruit*
- Aircraft which is being used for a state service (such as postal service)*
- Sea vessels wholly chartered in the service of the Government of Malta*
- Sacred vestements and vessels which are used in a consecrated church or belonging to a priest, a religious order or any member thereof
- Any property of any member of the Police Force or Armed Forces of Malta being arms, ammunition, equipment or clothing used by him in the discharge of his duties
- *There are some exceptions in which they may be seized but these are limited



Scope of the Warrant of Seizure

- It has the effect of bringing an asset under court authority with a view of being sold by court auction after obtaining an executive title.
- A warrant of seizure cannot form the basis of a judicial sale by auction unless an executive title is obtained first.
- However, in the case of perishable goods, the court may on the application of the claimant in a pending litigation, order the sale of the asset *pendente lite* if it appears that the debtor is insolvent or otherwise unlikely to be able to continue trading and maintaining the asset.
- It is also lawful for the court, upon application of any party, to give an order to prevent any loss, damage or deterioration of the item/s.



The Demand for the Issuing of a Warrant of Seizure

- The warrant is issued by the court on the demand (by application) of the party seeking the execution
- It is issued by the court if the applicant *prima facie*, has the right he is claiming.



Obligations on the Creditor after obtaining a Warrant of Seizure

- The applicant is bound to bring the action in respect of the right stated in the warrant within 20 days from the issue of the warrant of seizure
- If the applicant fails to do so, the effects of the warrant shall cease and he shall be liable for all damages and interest
- Where the party against whom the warrant was executed shall, by means of a note filed in the registry, allow to the applicant a time longer than 20 days, the warrant shall remain in force for such extended time.



The Demand for the Issuing of a Warrant of Seizure

- Exception to the 20 day rule:
- No warrant of seizure shall be issued by the Court of Magistrates (Malta) or by the Court of Magistrates (Gozo) in its inferior jurisdiction, unless the warrant is sued out accompanied by a demand that the credit or claim are judicially acknowledged and the debt or claim exceeds €1,164.69 or the demand for such warrant is for an item which belongs to the person requesting the issuance of such warrant.

The Warrant of Seizure (issued by the Court) shall contain orders on the following:

- The appointment of the day, time and place for judicial sale by auction and subsequent removal of all items from the place indicated by the creditor/the person of the debtor
- The seizure from the place indicated by the creditor/person of the debtor of the item/s mentioned in the warrant and that after the execution of the warrant, the court executing officer shall fix the day when the judicial sale by auction is to be held and, the date (at least 7 days prior to the auction) when the removal of the items which the creditor selects to have removed shall take place
- The execution of the warrant (if required) after legal hours or on a Sunday/public holiday and after two failed attempts, the court executing offer shall be authorised to force open the place
- Transport to the property seized and to be removed to the storage place indicated by the consignee and about the transfer of their possession from the debtor to the consignee
- The appointment of a consignee and payment of consignee
- The appointment of experts to make a valuation of the property seized
- The appointment of an auctioneer
- An order for the judicial sale by auction of the items seized and to be removed



Other orders in the Warrant of Seizure of

- Order to the registrar to seize from the debtor such item/s from the place indicated therein.
- If there is a demand for the removal of the seized items, the court shall appoint an official consignee (kunsinnatarju) to keep the items until the warrant either ceases to be in effect or, is converted into an executive one and sold by auction.

Service and Execution of the Warrant of Seizure

- The court executing officer shall deliver a copy of the warrant or order at the first available opportunity to the party against whom it is issued, or his lawful representative (mandatory)
- The court executive officer shall issue the warrant or order without delay and on the execution thereof, he shall return it to the registrar together with a certificate stating whether the warrant or order was executed. If executed, the certificate shall also state the details of the execution. If not executed, it shall state the reasons why.
- If the does not find movable property or only finds property not liable to seizure, he shall make a certificate to that effect and attach the certificate to the warrant.
- The warrant shall have effect on the property affected as from the date of the service. Any transfer made after that date is null



Powers of the Court Executing Officer

- After calling in two witnesses, exercise all such powers that are reasonably required to execute the warrant, including breaking open any outer or inner door, any box or other thing in which there might be items to be seized.
- No opposition can be made to the execution of a warrant until it has been executed.



Role of the Court Executing Officer

- He shall attach to the warrant, a detailed description of the property seized and any party can request him to take a photo or film of the items seized
- He shall describe in detail the property seized and –
 - (a) where the property includes any merchandise, he shall cause such merchandise to be weighed, measured or gauged, as the case may be;
 - (b) where money or securities for money, jewellery, or articles of precious metal are seized, he shall accurately state the amount or nominal value or weight thereof and he shall within the shortest time possible take the same to the registry and lodge them therein by means of a schedule;
 - (c) where papers are seized, he shall seal them and deliver them to the Registrar and such seals may not be removed except by the authority of the court.



Role of the Consignee

- To receive and hold the property seized in a storage place authorised by the Registrar until the property is sold or the consignee is ordered otherwise.
- To issue a receipt for such property which he received
- The consignee cannot be:
 - the execution creditor
 - the husband/wife of the debtor or creditor, the mother/father, son/daughter, brother/sister, uncle/aunt, father-in-law/mother-in-law or her husband or his son-in-law or daughter-in-law
 - Employed with the creditor
 - The person who claims to be the owner of the property seized



Role of the Consignee

- The consignee shall attend the execution of the warrant together with the court executing officer.
- The consignee is responsible for the proper preservation (bonus paterfamilias) of the property entrusted to him and may only use seized property, or allow it to be used, with the consent of the court.
- If not, consignee is responsible for damages and interest.



Warrant of Seizure of a Commercial Going Concern

- According to the provisions for the executive version of this warrant, "going concern" means any kind of commercial enterprise conducting a business activity and includes machinery, apparatus, goods, corporeal and incorporeal rights, movable property, immovable property, licences, copyright and good-will
- The law does not specifically state that this definition applies to precautionary warrant but its implied from reading the law.



Scope of the Warrant of Seizure of a Commercial Going Concern

- It is issued to secure a debt or claims which could be frustrated by the sale in part or in whole of the said going concern and, for this purpose, no other warrant may be issued against the going concern, unless it is this warrant of seizure.
- The effect is to preserve the assets of the going concern provided that the court shall not accept a demand for the issuing of this warrant if there are other means to safeguard the amount due.
- The court will only issue the warrant if it is necessary in order to protect the rights of the applicant who *prima facie*, appears to have such rights.



The Demand and Issuing of the Warrant

- Once the demand by application is made by the applicant, the court will consider the issue at hand and may either accept or reject the application
- If the court accepts the application, it shall appoint an administrator to consider whether to allow the going concern to continue to be run by the debtor, or by persons entrusted by the debtor with the assistance of the administrator, or by the administrator alone.



The Demand and Issuing of the Warrant

- The court shall appoint an expert who shall prepare an itemised list (confirmed on oath) of the value of the property forming the capital of the commercial going concern
- The administrator will be responsible for the commercial going concern and shall have a right to sell and administer the ordinary running of the concern provided that for any extraordinary decision, he shall request authorisation of the court
- If the administrator is of the opinion that the going concern is going to incur a market loss in its value, he can demand the court to authorise him to sell the whole or part of the going concern
- The payment due to the administrator shall be established by the court, taking into account the value of the going concern and the activity undertaken with regard to the running of the business.



Applicable General Provisions

- The court marshal shall execute the warrant by describing the things in detail stating the number and quality and, if so requested by the applicant shall state the weight/measure and the value as made by an expert appointed by the court
- It is also lawful for the court, upon application of any party, to give an order to prevent any loss, damage or deterioration of the item/s.



Applicable General Provisions

- The applicant is bound to bring the action in respect of the right stated in the warrant within 20 days from the issue of the warrant of seizure
- If the applicant fails to do so, the effects of the warrant shall cease and he shall be liable for all damages and interest
- Where the party against whom the warrant was executed shall, by means of a note filed in the registry, allow to the applicant a time longer than 20 days, the warrant shall remain in force for such extended time.



Applicable General Provisions

- Exception to the 20 day rule:
- No warrant of seizure shall be issued by the Court of Magistrates (Malta) or by the Court of Magistrates (Gozo) in its inferior jurisdiction, unless the warrant is issued accompanied by a demand that the credit or claim are judicially acknowledged and the debt or claim exceeds €1,164.69 or the demand for such warrant is for an item which belongs to the person requesting the issuance of such warrant.



Garnishee Order

- A garnishee order is an order by which a creditor attaches in the hands of a third party moneys or movable property due or belonging to his debtor, and by which such third party must subsequently lodge such movables or moneys in court. The debtor would not have access to these moneys or movables.
- Persons involved:
 - Creditor who is demanding the issuance of the garnishee order (Sekwestrant)
 - The debtor (Sekwestrat)
 - The third party/garnishee in whose hands the moneys or movables are attached (Sekwestratarju)
- A garnishee order is also issued at the request of the creditor, made by means of an application



Contents of Garnishee Order

- The name and surname of the debtor and ID Card number/registration number
- The amount or thing due
- The title under which the creditor sues out the execution (the reason for requesting a garnishee order to be issued)
- An order for the garnishee not to pay or deliver to the debtor or any other person, any moneys or things in his possession belonging to the debtor, under penalty of payment of damages and interest
- An order for the garnishee to deposit with the court registry, at the debtor's expense, within 19 days from date of service of the warrant, the moneys or items of the debtor (as subject to the garnishee order)
- If any of the above are missing, the garnishee order is null.



Execution of a Garnishee Order

- A garnishee order is executed by the delivery of a copy thereof, by the court executing officer, to the garnishee or by such electronic means as may be prescribed by the Minister responsible for justice.
- A copy of the order shall also be served on the debtor using the standard procedure for notification of judicial acts.



The Duties of the Garnishee

- If the garnishee does not deposit the moneys/property within 19 days, the garnishee shall be responsible for the ensuing damages and interest in favour of the creditor and the court may, upon application being made by the creditor, issue such orders as may be required, including the personal arrest of the garnishee for a period not exceeding 3 months, in order to force him to deposit such moneys/property.
- If the garnishee is a bank, the bank shall declare what fixed deposits or other bank books are in its possession which are the property of the debtor, without having to deposit them; however, the person responsible for the Bank's management shall always remain responsible.



The Duties of the Garnishee

- In the case of attachment of moneys, the garnishee may before lodging such moneys in court retain the costs in respect of such lodgement and, in the case of attachment of other movable property, the garnishee shall have a privileged claim over the property so lodged in respect of such costs.
- The execution creditor and the debtor shall be notified of any deposit by the garnishee to court.



Property not Subject to Attachment by Garnishee Order

- Salary or wages
- Any benefit, pension, allowance or assistance mentioned in the Social Security Act or private pension or any other pension, benefit or allowance issued by the Government or other foreign Government
- Any charitable grant or donation made by the Government
- Any bequest expressly made for the purpose of maintenance if the debtor has no other means of subsistence and the debt itself is not due for maintenance
- Any sum due for maintenance



Property not Subject to Attachment by Garnishee Order

- Moneys which have been made available to the debtor by deed of loan for the building, construction and maintenance of houses intended as a main dwelling place for the debtor
- Overdraft banking facilities
- Bank guarantees and letters of credit
- Benefits or subsidies issued by the Housing Authority
- Bank accounts used solely to receive (i) any benefit, pension, allowance or assistance mentioned in the Social Security Act or private pension or any other pension, benefit or allowance issued by the Government or other foreign Government, (ii) Any charitable grant or donation made by the Government and (iii) benefits or subsidies issued by the Housing Authority
- Moneys which have been made available to the debtor by deed of loan for the building, construction and maintenance of houses intended as a main dwelling place for the debtor



Property not Subject to Attachment by Garnishee Order

- Overdraft banking facilities
- Bank guarantees and letters of credit
- Benefits or subsidies issued by the Housing Authority
- Bank accounts used solely to receive (i) any benefit, pension, allowance or assistance mentioned in the Social Security Act or private pension or any other pension, benefit or allowance issued by the Government or other foreign Government, (ii) Any charitable grant or donation made by the Government and (iii) benefits or subsidies issued by the Housing Authority
- If the debtor is an employer – salary, wage of the employees of the debtor



Exceptions

- In respect of maintenance, the court may, where the creditor is the spouse, or a minor or incapacitated child, or an ascendant of the debtor, order that a specified portion of the salary, allowance or bequest, or the salary of any person, be paid directly to the creditor.
- In the case of any salary or wage, when the same exceeds €698.81 per month, a garnishee order may be issued on that amount that exceeds such amount.
- However, if the debtor (upon application to the court), proves that he needs this excess or part thereof for his maintenance or the maintenance of his family, the court shall revoke the garnishee order with respect to the excess or such part thereof
- The court may at any time, vary the garnishee order on demand by application of the creditor or the debtor if there is a change in the material circumstances of the debtor



Applicable General Provisions

- The applicant is bound to bring the action in respect of the right stated in the warrant within 20 days from the issue of the warrant of seizure
- If the applicant fails to do so, the effects of the warrant shall cease and he shall be liable for all damages and interest
- Where the party against whom the warrant was executed shall, by means of a note filed in the registry, allow to the applicant a time longer than 20 days, the warrant shall remain in force for such extended time.



Applicable General Provisions

- Exception to the 20 day rule:
- No warrant of seizure shall be issued by the Court of Magistrates (Malta) or by the Court of Magistrates (Gozo) in its inferior jurisdiction, unless the warrant is issued accompanied by a demand that the credit or claim are judicially acknowledged and the debt or claim exceeds €1,164.69 or the demand for such warrant is for an item which belongs to the person requesting the issuance of such warrant.



Applicable General Provisions

- A garnishee order shall remain in force up to such time as it is revoked by a decree issued by the court.
- It shall be lawful for the court, upon the application of any party, to give an order to prevent any loss, damage or deterioration of the things described
- A garnishee order in respect of movable property shall contain any order to the Registrar to seize from the debtor such articles or article from the place indicated, and when a demand is made in this regard, the court shall appoint an official consignee. In addition to this, the orders applicable to the warrant of seizure shall apply.



Judicial Sequestration

- The court may, at any stage of the case, on the demand of either of the parties, or of its own motion, make an order for judicial sequestration.
- The sequestration order shall remain in force until rescinded by the court.



Judicial Sequestration

- Under such order, the court may direct that the thing in litigation be deposited with, or delivered to a third party who shall bind himself to restore such thing, on the termination of the cause or within the time fixed by the court, to the party to whom the court shall order the thing to be restored.
- Judicial sequestration may also be ordered in regard to immovable property, where the possession or ownership thereof is in dispute, or where it is necessary for the security or preservation of the rights of any party interested



Judicial Sequestration

- The sequestrator shall be chosen either by consent of the parties interested, or by the court ex officio
- The sequestrator shall be subject to the same liabilities as the depositary.
- The sequestrator shall be entitled to remuneration which shall be determined by the court.





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Warrant of Arrest of a Sea Vessel

- The aim is to arrest a sea vessel in security of a claim so that if he obtains an executive title, the creditor would be able to demand the judicial sale of the sea vessel subject to the warrant of arrest.
- No other warrant may be issued against a sea-going vessel except a warrant of arrest
- The request for the issuance of such warrant is done by means of an application.



Requirements to be able to Issue a Warrant of Arrest of a Sea Vessel

- The sea vessel has to be more than 10 metres in length
- It is issued to secure a debt/claim which could be prejudiced by the departure of the said ship
- The sea vessel has to be in Maltese territorial waters
- The claim has to be at least Euro 7,000



The Contents of the Application of a Warrant of Arrest

- Under pain of nullity, the application shall state:
 - The particulars that enable the identification of the ship or vessel
 - The name of the authority in whose hands or power or control the ship may be (Transport Malta)
 - The place where the ship is to be found
 - The details of the person who shall effect service of the copy of the warrant



The Effect of a Warrant of Arrest of a Sea Vessel

- Seize the sea vessel from the debtor and attach the same in the hands of the authority where the vessel is.
- The court will order that the authority does not release the sea vessel or allow the debtor to divest himself in any way from the same (in whole or in part)
- The court will order the service of the warrant to be affected on the party indicated by the party issuing the warrant and, the seizure of all appropriate documentation and certification from on board the vessel. The documentation and certification is handed over to the registrar of ships.



When does the Warrant of Arrest take Effect?

- It takes effect as soon as notice is served on the executive officer of the authority (Transport Malta) who has the sea vessel in its hands or under its power or control.
- The authority shall display the court order for the general attention of third parties.
- A copy of the warrant is also served on the person whose ship or vessel is arrested, the master or other person in charge of such ship or vessel, or the agent of such ship or vessel (as indicated by the party issuing the warrant)

A claim *in rem* – The First Test

- For a claim *in rem* to be instituted against the vessel, one of the grounds mentioned in article 742B of the COCP need to be satisfied. Some examples include:
 - Any claim for damage received by a ship
 - Any claim for damage done or caused by a ship, either in collision or otherwise
 - Any claim for loss or damage to goods, including baggage, carried in a ship
 - Any claim in respect of the construction, re-construction, repair, conversion or equipping of a ship
 - Any claim in respect of port, dock or harbour dues
 - Claims by crew members for wages due to them
 - Any claim for commissions, brokerages or agency fees payable in respect of the ship, by or on behalf of the ship owner or demise charterer



A claim *in rem* – The Second Test

- Furthermore, an action *in rem* can only be brought against:
 - That ship or vessel where the person who would be liable on the claim for an action *in personam* (the relevant person) was, when the cause of the action arose, an owner or charterer of, or in possession or in control of, the ship or vessel, if at the time when the action is brought, the relevant person is either an owner or beneficial owner or bareboat charterer of the ship;
 - Any other vessel which, at the time when the action is brought, the relevant person is the owner or beneficial owner as respects all shares in it



Penalty for malicious Warrants

- If it is found that the warrant was obtained upon a malicious demand, a penalty of not less than €11,600 is imposed.
- The court may, on good cause being shown and upon the demand (by application) of (i) the person whose ship is seized, (ii) the master of the ship (iii) any person being in charge of the ship (iv) the agent, order the party issuing the warrant to deposit sufficient security in the amount of the penalty and in default, to rescind the warrant.



The Sale of the Vessel *Pendente Lite*

- The court may order the sale of an arrested ship *pendente lite* if it appears to the court upon the application of a creditor that the debtor is insolvent or otherwise unlikely to be able to continue trading and maintaining the asset.
- In doing so, it shall consider all the circumstances of the case, including the nature of the plaintiff's claim, the defence raised and any other steps which the debtor has taken to secure the claim or preserve the asset.



Breach of Warrant of Arrest

- If notwithstanding the issue and execution of a precautionary warrant of arrest, a ship or vessel is removed from the jurisdiction of the court in breach of the warrant of arrest, the owner, bareboat charterer or other person in possession of the ship or vessel at the time of such breach shall be jointly and severally liable to a penalty of more than €116,470 payable to the party issuing the warrant.



Filing a Court Case

- The applicant is bound to bring the action in respect of the right stated in the warrant within 20 days from the issue of the warrant of arrest
- If the applicant fails to do so, the effects of the warrant shall cease and he shall be liable for all damages and interest



Warrant of Arrest of an Aircraft

- The aim is to arrest an aircraft in security of a claim which would be prejudiced by the departure of the aircraft so that if the creditor obtains an executive title, he would be able to demand the judicial sale of the aircraft subject to the warrant of arrest.
- No other warrant may be issued against an aircraft unless it is a warrant of arrest.
- The request for the issuance of such warrant is done by means of an application.
- The sea vessel has to be in Maltese airspace



What is 'an Aircraft'?

- An aircraft is said to include:
 - All data, manuals and technical records
 - The airframe, all equipment, machinery and other appurtenances as accessories belonging to the aircraft, which are on board or which have been temporarily removed
 - if in Malta, any engines owned by the owner of the aircraft whether attached to the aircraft or not, as well as any replacement engines which are designated for use on the aircraft and owned by the owner of the aircraft but temporarily not attached to the aircraft, but shall not include any engine which is attached to the aircraft and which does not belong to the owner of the aircraft, which engine shall be subject to such orders of the court as are appropriate to the protection of the rights of the owner of the engine and the safe operation of the aircraft in accordance with the agreement relating to such engine.



Limitations to Issuing a Warrant of Arrest of an Aircraft

- Aircraft:
 - The claim has to be for at least €7000
 - If its an aircraft being used for public air transport of passengers or goods:
 - Aircrafts permitted to carry less than 10 passengers – at least €250,000
 - Aircraft permitted to carry more than 10 passengers – at least €1,000,000
- Engines:
 - If the engine is not attached to the aircraft – not less than €7000
 - If the engine is attached to an aircraft permitted to carry less than 10 passengers – not less than €50,000
 - If the engine is attached to an aircraft which is permitted to carry more than 10 passengers and the engine is not owned by the owner of the aircraft – not less than €100,000
 - If the engine is attached to the aircraft which is permitted to carry more than 10 passengers and the engine is owned by the owner of the aircraft – not less than €1,000,000

The Effects of a Warrant of Arrest of an Aircraft

- Seize the aircraft from the debtor and attach the same in the hands of the authority where the property is
- Order the authority not to release the aircraft or allow the debtor to divest himself in any way from the same in whole or in part or to give or surrender to any person any rights on the same



When does it take effect?

- It is executed when notice is served on the executive officer or the authority (Transport Malta) which has the aircraft in its hands or under its power or control.
- A copy of the warrant is also served on the person whose aircraft is arrested or the aircraft commander or other person in charge of the aircraft or the agent of the aircraft
- The authority in charge is considered the official consignee and shall display the court order for the general attention of third parties.



Contents of application for Warrant of Arrest of Aircraft

- Particulars to enable to identification of the aircraft or the engine
- The name of the authority in whose hands or under whose power or control the arrested aircraft or aircraft engine may be
- The place where the aircraft is to be found



Action *in rem* – The First Test

- For a claim *in rem* to be instituted against the aircraft, one of the grounds mentioned in article 742E of the COCP need to be satisfied. Some examples include:
 - Any claim to ownership, title of an aircraft or ownership of any share therein
 - Claim for possession of the aircraft
 - Claim in respect of a mortgage or international interest registered in terms of the Aircraft Registration Act
 - Any claim giving rise to a special privilege in terms of the Aircraft Registration Act
 - Any claim in the nature of salvage in respect of an aircraft
 - Any claim in the nature of towage in respect of an aircraft
 - Any claim in the nature of pilotage in respect of an aircraft



Action *in rem* – The Second Test

- Furthermore, an action *in rem* can only be brought against the aircraft when:
 - The claim arises in connection with that aircraft;
 - The person who would be liable on the claim for an action *in personam* (the relevant person) was, when the cause of action arose, the owner or lessee of, or in possession or in control of, the aircraft, if at the time when the action is brought the relevant person is either an owner or beneficial owner of that aircraft, or the lessee of that aircraft under a dry lease agreement; and
 - The relevant threshold for the issue of a warrant of arrest (the minimum amount of the claim) is satisfied

Penalty for malicious Warrants

- If it is found that the warrant was obtained upon a malicious demand, a penalty of not less than €11,600 is imposed.
- The court may, on good cause being shown and upon the demand (by application) of (i) the person whose aircraft is seized, (ii) the commander of the aircraft (iii) any person being in charge of the aircraft (iv) the agent, order the party issuing the warrant to deposit sufficient security in the amount of the penalty and in default, to rescind the warrant.



The Sale of the Aircraft *Pendente Lite*

- The court may order the sale of an arrested aircraft *pendente lite* if it appears to the court upon the application of a creditor that the debtor is insolvent or otherwise unlikely to be able to continue trading and maintaining the asset.
- In doing so, it shall consider all the circumstances of the case, including the nature of the plaintiff's claim, the defence raised and any other steps which the debtor has taken to secure the claim or preserve the asset.



Breach of Warrant of Arrest

- If notwithstanding the issue and execution of a precautionary warrant of arrest, the aircraft is removed from the jurisdiction of the court in breach of the warrant of arrest, the owner, lessee or other person in possession of the aircraft at the time of such breach shall be jointly and severally liable to a penalty of more than €120,000 payable to the party issuing the warrant.



Filing a Court Case

- The applicant is bound to bring the action in respect of the right stated in the warrant within 20 days from the issue of the warrant of arrest
- If the applicant fails to do so, the effects of the warrant shall cease and he shall be liable for all damages and interest





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