

Cyprus



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SECURITY AND PRIORITIES

1. What are the most common forms of security taken in relation to immovable and movable property? Are any specific formalities required for the creation of security by companies?

Immovable property

The security most commonly granted over immovable property is the mortgage. A mortgage can be legal or equitable:

- Legal mortgage. This transfers a legal interest in the mortgaged property to the lender until full repayment of the loan or the performance of some other obligation.
- Equitable mortgage. This transfers an equitable interest in the property (as opposed to a legal interest) to the lender until full payment of the debt or the performance of some other obligation.

Another form of security is the charge, which is generally regarded as a species of mortgage although there is a difference between the two: a mortgage is a conveyance of property subject to a right of redemption, whereas a charge conveys nothing and simply gives certain rights to the chargee over the property in question as a security.

Movable property

The security devices for movables are the common law lien, the pledge and the floating charge.

A lien may be legal under common law or equitable. The type of lien which is relevant in the current context is the common law lien, which is the right to retain possession of property belonging to another person until a debt has been paid. This type of lien merely gives the holder the right to retain the debtor's property until payment, not a right to sell or otherwise deal with the property, and it is extinguished if the creditor gives possession to the debtor or his agent. A common example is the carrier's lien, a carrier's right to retain possession of goods against payment of transport costs.

A pledge is the loan of money in return for the delivery of possession to the lender. The lender has the power to sell in the event of default by the borrower but the general ownership of the goods remains with the borrower.

A floating charge is a security interest, generally over all of the assets of a company, which "floats" until an event of default occurs or until the company goes into insolvent liquidation, at which time the floating charge crystallises and attaches to all the relevant assets. It gives the secured creditor two key remedies in the event of default:

- Firstly, the creditor may crystallise the charge, and then realise any assets subject to the charge as if it was a fixed charge.
- Alternatively, if the floating charge encompasses substantially all of the assets and undertaking of the company, the charge holder may appoint a receiver to take control of the business with a view to discharging the debt out of income or selling off the entire business as a going concern.

Formalities

To have legal effect, mortgages, charges and other rights over immovable property should be registered with the Department of Lands and Surveys (*Immovable Property (Transfer and Mortgage) Law, No. 9 of 1965*). However, registration is not compulsory.

A company creating a charge over any of its property is required to send particulars of the charge accompanied by the charge itself to the Registrar of Companies within 21 days after creation of the charge (*Article 91, Companies Law*). If a company acquires property subject to a charge, it must send the same particulars together with a certified copy of the charge within 21 days of acquiring the property (*Article 92, Companies Law*). The charges must be properly stamped in order to be accepted for registration. Failure to comply with Articles 91 and 92 makes the company and every officer liable to a default fine of CYP250 (about US\$573).

Any other person interested in the charge may submit the particulars to the Registrar of Companies for registration and recover the cost from the company (*Article 91, Companies Law*).

Article 96 of the Companies Law gives the court power to extend the time for registration or to register a charge out of time if it considers it appropriate to do so.

A charge that is not registered in the prescribed manner will be void against the liquidator and any creditor of the company (*Article 90, Companies Law*).

2. Where do creditors and shareholders rank on the insolvency of a company?

The order of distribution of assets in a winding up is as follows:

- First, the costs of the winding up.
- Second, the preferential debts. Preferential claims are defined in Article 300 of the Companies Law and comprise:
 - all government and local taxes and duties due at the date of liquidation and having become due and payable within 12 months before that date and, in the case of assessed taxes, not exceeding one year's assessment;
 - all sums due to employees including wages, up to one year's accrued holiday pay, deductions from wages (such as provident fund contributions) and compensation for injury.

Claims of employees who are shareholders or directors may not rank as preferential depending on the nature of the shareholding or directorship (*Article 300(1), Companies Law*).

A person who has advanced funds for the purpose of paying employees will have a subrogated preferential claim to the extent that the employees' direct preferential claims have been diminished by reason of the advances (*Article 300(2), Companies Law*).

- Third, any amount secured by a floating charge.
- Fourth, the unsecured ordinary creditors.
- Fifth, any deferred debts such as sums due to members in respect of dividends declared but not paid.
- Finally, any share capital of the company. Where there are different classes of share capital, such as preference shares, their respective rankings will be determined by the terms on which they were issued.

Within each category of claim, creditors rank equally and abate in equal proportions should there be insufficient funds to pay them in full (*Article 300(3), Companies Law*).

3. Are there any mechanisms used by trade creditors to secure unpaid debts?

The commonest mechanism is the retention of title or "Romalpa" (after the English case of *Aluminium Industrie Vaassen BV v Romalpa Aluminium Limited*) clause. This is a provision in a contract for the sale of goods that the title to the goods remains vested in the seller until certain obligations (usually payment of the purchase price) are fulfilled by the buyer. In the event of the purchaser's insolvency the buyer may be able to recover possession of goods that have not been paid for.

In Cyprus law, English law precedents after 1960 are highly persuasive and although retention of title clauses have not been tested in the Cyprus courts, it is likely that the courts would follow the English precedents, of which there are many.

4. Are there any procedures (other than the formal rescue or insolvency procedures described in Question 5) that can be invoked by creditors to recover their debt?

In the case of an unsecured creditor, an action for recovery of the debt may be brought in the district court of the debtor's residence. Such actions can be protracted if the debtor files a defence.

A creditor who has obtained a judgment against a debtor may enforce it in various ways, including:

- A writ of execution for the sale of movables.
- Garnishee proceedings requiring a third party who owes money to the debtor to pay the money directly to the creditor instead.
- Registration of a charging order over the debtor's immovable property or chattels.
- A writ of delivery of goods, ordering goods to be delivered to the creditor.
- A writ of possession of land, ordering the land to be delivered to the creditor.
- A writ of sequestration, ordering the seizure or attachment of property.

If the debtor owns certain assets and there is a risk that the debtor will dispose of them, the creditor may obtain an injunction to freeze them. Apart from this, prejudgment attachments are not available.

No special procedures apply to foreign creditors.

RESCUE AND INSOLVENCY PROCEDURES

5. Please briefly describe rescue and insolvency procedures that are available in your jurisdiction. In each case, please state:

- The objective of the procedure and, where relevant, prospects for recovery.
- Companies to which it can potentially apply.
- How it is initiated, when and by whom.
- Substantive tests that apply (where relevant).
- How long it takes.
- The consents and approvals that are required.

- **The effect on the company, shareholders and creditors.**
- **How the procedure is formally concluded.**

Company arrangements and reconstructions

- **Objective.** In addition to the financial restructuring of a company which is viable but subject to short-term liquidity problems, company arrangements are used in Cyprus to effect a wide range of mergers and reorganisations of companies, owing to the favourable tax treatment of reorganisations.
- **Companies.** The procedure applies to all Cyprus-registered companies apart from banks and insurance companies, which are subject to special procedures.
- **How, when and by whom.** Where a compromise or arrangement is proposed between a company and its creditors, or between the company and its members or any class of them, the company or any creditor or member or, in the case of a company being wound up, the liquidator may apply to the court for an order for a meeting of the creditors or the members of the company to be convened in whatever way the court directs in order to consider the proposals (*Article 198, Companies Law*).
- **Substantive tests.** The notices of the meetings sent to creditors and members must be accompanied by a statement explaining the effects of the proposals. This statement must identify any interests of the directors and the effect of the proposals on those interests.
- **How long.** The reorganisation procedure is flexible and fast, and with proper planning reorganisations can be completed within weeks.
- **Consents and approvals.** The approval of the court is required for the convening of any meetings and to sanction the resolutions passed at those meetings.
- **Effect.** Subject to the sanction of the court, any compromise or arrangement passed by a majority in number representing three-quarters in value of the creditors or members present and voting at the meeting of creditors or members will be binding on:
 - all the creditors or members;
 - the company; and
 - in the case of a company being wound up, on the liquidator and contributories (those persons liable to contribute to the assets) of the company.
- **Conclusion.** The order sanctioning the compromise or reconstruction must be delivered to the Registrar of Companies for registration and a copy must be annexed to every copy of the memorandum or other document comprising or defining the constitution of the company issued after the order has been made.

Receivership

- **Objective.** A creditor holding a charge over assets may appoint a receiver to realise the assets subject to the charge and discharge the debt out of the proceeds. If the charge is a floating charge covering substantially all the assets of the company, the creditor may appoint a receiver and manager. The purpose of receivership is recovery of the secured creditor's debt. It does not bring the existence of the corporate debtor to an end, as liquidation does, and therefore offers the best chance of the debtor continuing as a going concern. The secured creditor's recovery prospects are entirely determined by the value of the security in relation to the debt.
- **Companies.** The procedure applies to all Cyprus-registered companies apart from banks and insurance companies, which are subject to special procedures.
- **How, when and by whom.** An application may be made to the court by debenture holders or other creditors of a company and the court will order a receiver (who may be the Official Receiver) to be appointed (*Article 336, Companies Law*). Alternatively, a creditor may appoint a receiver under a specific power contained in the charge.
- **Substantive tests.** The court will make an appointment if it considers that the interests of the creditors concerned require protection by the appointment of a receiver, depending on the circumstances of the case (for example, whether the assets are in jeopardy). An appointment under a charge merely requires compliance with the provisions of the charge.
- **How long.** If the receiver can quickly realise charged assets and account to his appointor and the company, the process may be completed in months. More usually, receiverships take years to conclude.
- **Consents and approvals.** No consents and approvals are required.
- **Effect.** The effect of receivership is to suspend the directors' powers of management over the assets encompassed by the receivership. Within seven days of appointing a receiver, the appointor must notify the Registrar of Companies (*Article 97, Companies Law*). If the appointment is under a floating charge covering substantially all the assets of the company, the receiver must immediately notify the company, which must within 14 days provide the receiver with a statement of affairs including a statement of all assets and liabilities (*Article 340, Companies Law*). Based on this the receiver will decide whether to realise assets piecemeal or as a whole.
- **Conclusion.** Once the receiver has repaid the sum due to the appointor (or has concluded that it is uneconomic to continue the receivership), he will account to the appointor and the company, and notify the Registrar of Companies under Article 97 of the Companies Law that he has ceased to act. He must send an account of his receipts and payments to the appointor, to the company and to the Registrar of Companies within two months of ceasing to act.

If the appointment lasts for more than one year, he must submit annual accounts to the same people at each anniversary.

Winding up by the court (compulsory liquidation)

- **Objective.** Compulsory liquidation is the creditor's ultimate sanction. The company immediately ceases to trade, the assets are realised and distributed, and the company's existence comes to an end. The threat of compulsory liquidation may be used as a debt collection tool. However, if a company actually goes into compulsory liquidation recovery prospects are slim. Compulsory liquidation also involves investigation into the conduct of persons involved in the company to ascertain the reasons for its demise and their part in it.
- **Companies.** The procedure applies to all Cyprus-registered companies apart from banks and insurance companies, which are subject to special procedures. A company incorporated outside Cyprus which is carrying on business in Cyprus or which having carried on business in Cyprus ceases to do so, may be wound up by the court, even if it has been dissolved or otherwise ceased to exist as a company by virtue of the laws of the country in which it was incorporated (*Article 362, Companies Law*).

- **How, when and by whom.** A petition for the winding up of a company may be presented by (*Article 213, Companies Law*):

- the company;
- any creditor (including a contingent or prospective creditor);
- a contributory; or
- a member.

The Official Receiver may present a petition against a company that is being wound up voluntarily.

On hearing the petition, the court may dismiss it, adjourn it, or make any order that it deems fit. If a winding-up order is made, the liquidation will be deemed to have commenced at the time of presentation of the petition unless a resolution has previously been passed for a voluntary winding up (*see below*), in which case liquidation will be deemed to have begun with the passing of the resolution.

- **Substantive tests.** A company may be wound up by the court if (*Article 211, Companies Law*):
 - it has resolved by special resolution to be wound up by the court;
 - default is made in delivering the statutory report to the Registrar of Companies or in holding the statutory meeting;
 - the company does not commence its business within a year from its incorporation or suspends its business for a whole year;

- the number of members is reduced below one in the case of a private company or below seven in the case of any other company;
- the company is unable to pay its debts;
- the court is of the opinion that it is just and equitable that the company should be wound up.

- **How long.** Compulsory liquidation is the most formal insolvency process and proceedings generally take several years to complete.
- **Consents and approvals.** No consents and approvals are required.
- **Effect.** On the making of a winding-up order the company may no longer trade, except with the sanction of the court (or if there is one, the committee of creditors) for the beneficial realisation of assets. No action may be proceeded with, or commenced against, the company except by leave of the court and subject to such terms as the court may impose (*Article 97, Companies Law*). Any disposition of the company's property that takes place after the commencement of winding up and any transfer of shares or alteration in the status of the members of the company after the commencement of winding up will be void unless the court orders otherwise.

All the company's assets vest in the Official Receiver, who is responsible for realising them and distributing the proceeds among the creditors. The directors are required to provide the Official Receiver with a statement of affairs detailing all the company's assets and liabilities, including prospective and contingent assets and liabilities. The Official Receiver (or liquidator appointed to act in his place (*see below*)) will realise the assets, determine the amount of individual claims and distribute any funds in accordance with the priorities set out in *Question 2* above.

Article 233 of the Companies Law gives the liquidator extensive powers to realise the assets and determine claims, including the right to:

- bring and defend actions on the company's behalf;
- continue to trade for the beneficial realisation of assets;
- borrow on the security of the company's assets; and
- do anything else that may be necessary for the purposes of the winding up.

Certain of these powers require the sanction of the court (or the committee of creditors if one has been appointed) and all powers are subject to the control of the court, and any creditor or contributory may apply to the court in respect of the exercise of the liquidator's powers (*Article 233(3), Companies Law*).

The Official Receiver is a government official and in Cyprus the post has always been combined with that of Registrar of Companies. The Official Receiver may apply to the court for

another person to conduct the liquidation under his direction. He will convene meetings of creditors and contributors (shareholders) in order to ascertain their wishes on this issue (*Article 227, Companies Law*).

Liquidators in compulsory liquidations have extensive powers to investigate the conduct of persons involved with the company, including power to apply to the court for the public examination of any officer of the company or anyone involved in its promotion. The court may order the arrest of any person it considers liable to abscond and the seizure of any relevant records (*Article 257, Companies Law*).

- **Conclusion.** Once the assets have been realised and the funds have been distributed the liquidator may apply to the court for the dissolution of the company. The company is dissolved with effect from the date of the order (*Article 260, Companies Law*). The liquidator is required to send a copy of the order to the Registrar of Companies.

Members' voluntary liquidation

- **Objective.** Members' voluntary liquidation is the means of bringing to an end the existence of a solvent company which is no longer required and distributing the assets among the members. It is generally undertaken as a house-keeping measure in the context of group reorganisation.
- **Companies.** The procedure applies to all Cyprus-registered companies apart from banks and insurance companies, which are subject to special procedures.
- **How, when and by whom.** A members' voluntary winding up starts with a statutory declaration by the directors (or a majority of them if there are more than two) that, having enquired fully into the affairs of the company, they consider that the company will be able to pay its debts in full within a maximum of 12 months (*Article 266(1), Companies Law*). The statutory declaration must be made within five weeks before the date of the proposed resolution to wind up and delivered to the Registrar of Companies before the date of the proposed resolution to wind up (*Article 266(2), Companies Law*).

Once the statutory declaration has been delivered to the Registrar of Companies, the liquidation is initiated by the passing of a resolution of members to wind up the company. A special or an extraordinary resolution is necessary unless the articles of association of the company provide for a fixed period for the duration of the company or specify that a certain event should occur for the winding up, in which case an ordinary resolution is sufficient.

- **Substantive tests.** The critical factor is the ability to pay debts in full within a year of liquidation. If the directors are unable to make the statutory declaration of solvency or if, having been appointed, the liquidator forms the opinion that the company will be unable to pay its debts, the liquidation must be undertaken as a creditors' voluntary winding up (*see below, Creditors' voluntary liquidation*).
- **How long.** By definition, creditors in a members' voluntary liquidation must be paid in full within a year of commence-

ment of the liquidation. Realisation and distribution of residual assets to members and formal conclusion of the winding up may take longer. If the liquidation continues for more than one year the liquidator must convene annual meetings of members and lay accounts before them.

- **Consents and approvals.** No consents and approvals are required.
- **Effect.** The effect of liquidation is to vest the assets in the liquidator as trustee. The company may no longer trade except to the extent required for beneficial realisation of the assets. The liquidator has the same extensive powers as a liquidator in a compulsory liquidation to do whatever is necessary to achieve a beneficial winding up. Apart from needing the sanction of the court or the committee to settle any category of claims in full, or to make compromises of claims, he may exercise those powers without reference to anyone (*Article 286, Companies Law*). The liquidator may also apply to the court to determine any issue or to exercise any of the powers available to the court in a compulsory liquidation (*Article 290, Companies Law*).
- **Conclusion.** The provisions concerning the conclusion of members' voluntary liquidations are set out in Articles 273 and 274 of the Companies Law and may be summarised as follows:
 - once the liquidator has realised all the company's assets, discharged its liabilities and distributed remaining assets among the members he is required to call a final meeting of members (which must be advertised by one month's notice in the official Gazette) and lay before it an account of his receipts and payments;
 - the liquidator must notify the Registrar of Companies of the meeting within a week of its having taken place;
 - the company is deemed to be dissolved three months after the registration of the return of the meeting, subject to the right of the liquidator or any other interested person to apply to the court for the three-month period to be extended.

Creditors' voluntary liquidation

- **Objective.** Creditors' voluntary liquidation is used to distribute the available assets of an insolvent company among the creditors and bring the company's existence to an end. Like compulsory liquidation, it may involve investigation into the conduct of persons involved in the company to ascertain the reasons for its demise and their part in it.
- **Companies.** The procedure applies to all Cyprus-registered companies apart from banks and insurance companies, which are subject to special procedures.
- **How, when and by whom.** The first step in a creditors' voluntary winding up is the convening of separate meetings of members and creditors:
 - **Members' meeting.** The purpose of the members' meeting is to pass a resolution to wind up the company and appoint a liquidator;

- **Creditors' meeting.** The purpose of the creditors' meeting is to (*Articles 276 to 278, Companies Law*):
 - present creditors with a statement of the company's financial position and a list of creditors' claims;
 - nominate a liquidator to act in place of the liquidator appointed by the members; and
 - appoint a committee of inspection of up to five persons to assist and oversee the liquidator and fix his remuneration. If the creditors and members nominate different people to act as liquidator, the creditors' wishes will prevail, subject to a right to apply to the court (*Article 277, Companies Law*).

The creditors' meeting must be convened for the same day as the members' meeting or the following day and notice of the meeting must be posted to creditors simultaneously with the notice to members, and advertised in the official Gazette and two local newspapers.

- **Substantive tests.** None.
- **How long.** Creditors' voluntary liquidations are often protracted as realisation of assets, agreement of claims and completion of investigations can take years. If the liquidation lasts longer than a year, separate annual meetings of members and creditors must be held within three months of each anniversary to consider the conduct of the liquidation and the liquidator's receipts and payments account (*Article 282, Companies Law*).
- **Consents and approvals.** No consents and approvals are required.
- **Effect.** The effect of liquidation is to vest the assets in the liquidator as trustee. The company may no longer trade except to the extent required for beneficial realisation of the assets. The liquidator has the same extensive powers as a liquidator in a compulsory liquidation to do whatever is necessary to achieve a beneficial winding up. Apart from needing the sanction of the court or the committee to settle any category of claims in full, or to make compromises of claims, he may exercise those powers without reference to anyone (*Article 286, Companies Law*). The liquidator may also apply to the court to determine any issue or to exercise any of the powers available to the court in a compulsory liquidation (*Article 290, Companies Law*).
- **Conclusion.** Once the liquidator has realised and distributed all the company's assets and completed his investigations, he is required to call separate final meetings of members and creditors (which must be advertised by one month's notice in the official Gazette) and lay before each of them an account of his receipts and payments. He must notify the Registrar of Companies of the meetings within a week of their having taken place. The company is deemed to be dissolved three months after the registration of the return of the meeting, subject to the right of the liquidator or any other interested person to apply to the court for the three-month period to be extended.

LIABILITY AND TRANSACTIONS

6. Are there any circumstances in which a director, parent company (domestic or foreign) or other party can be held liable for the debts of an insolvent company?

If a person is proved to be involved in fraudulent trading under Article 311 of the Companies Law or some other offence (such as misappropriation of assets under Article 312), the court may make an order for him to be personally liable for the company's debts or to pay compensation. However, in the absence of severe misconduct such as this there are no provisions for lifting the corporate veil.

There is no provision in Cyprus law for the combination of proceedings against the parent company and its subsidiaries for administrative purposes, or for the aggregation of assets and liabilities. Each company is a separate legal entity and is subject to separate procedures.

7. Can transactions that are effected by a company that subsequently becomes insolvent be set aside?

There are a number of provisions in the Companies Law which may invalidate a charge granted by a company or any other disposition it has made or any debt which it has incurred:

- A charge that has not been properly registered is void against the liquidator and any creditor of the company (*Article 90(1), Companies Law*) (see *Question 1, Formalities*).
- Article 301 of the Companies Law extends the "fraudulent preference" provisions of bankruptcy law to companies. Any transaction (including any conveyance, mortgage, delivery of goods, payment, execution or other act relating to property made or done by or against a company) within six months before the commencement of its liquidation may be deemed a fraudulent preference against its creditors and be invalid accordingly unless there is full consideration for the company having entered into it. In determining whether there was a fraudulent preference, the court looks at the dominant or real intention and not at the result. The onus is on those who claim to avoid the transaction to establish that the dominant intention was to prefer.
- A floating charge on the undertaking or property of the company created within 12 months of the commencement of winding up is valid only to the extent of any cash paid to the company at the time of, or subsequently to, the creation of and in consideration of the charge, unless it is proved that immediately after the creation of the charge the company was solvent (*Article 303, Companies Law*). The onus of proving the company's solvency is on the holder of the floating charge. Solvency requires not only an excess of assets over liabilities, but also the ability to pay debts as they become due.

8. Please set out any conditions under which a company can continue to carry on business during insolvency or rescue proceedings. In particular:

- Who has the authority to supervise or carry on the company's business?
- What restrictions apply?

Receivers

As long as the order appointing him (in the case of a court appointment) or the charge and the instrument of appointment (in the case of a receiver appointed under a charge) give him the power, a receiver or a receiver and manager may carry on the company's business.

A receiver is personally liable on any contract he enters into in the performance of his functions, except in so far as the contract excludes personal liability. As long as the contract has been entered into with proper authority he has a right of indemnity out of the assets (*Article 337, Companies Law*).

Once a receiver has been appointed, every invoice, purchase order or business letter issued by or on behalf of the company or the receiver or manager showing the name of the company must contain a statement that a receiver or manager has been appointed (*Article 338, Companies Law*).

Liquidators

In any form of liquidation, the liquidator may only carry on the business of the company so far as is necessary for the beneficial winding up of the company. In a compulsory liquidation, the liquidator requires the sanction either of the court or of the committee of inspection in order to carry on business (*Article 233(1), Companies Law*). Liquidators in voluntary liquidations are not required to obtain approval.

INTERNATIONAL CASES

9. Please state whether:

- Courts in your jurisdiction recognise insolvency and rescue procedures in other jurisdictions.
- Courts co-operate where there are concurrent proceedings in other jurisdictions.

- There are any international treaties relating to insolvency to which your jurisdiction is a signatory.
- There are any special procedures that apply to foreign creditors.

■ **Recognition.** To date the courts in Cyprus have not been involved in cross-border insolvency arrangements or co-operations with other jurisdictions, and so there is no case law. There is no domestic legislation that prevents recognition of insolvency proceedings in another jurisdiction. The appointment of a foreign insolvency officeholder will also be recognized and there will be no need for the officeholder to apply for formal recognition.

■ **Concurrent proceedings.** If there are concurrent proceedings in Cyprus and abroad against a foreign company, the Cypriot courts will consider the Cypriot proceedings as subsidiary to the foreign proceedings. Generally, Cypriot courts will recognize judgments and orders made by courts in other jurisdictions where the Cypriot courts consider that such judgments or orders have been properly made under the foreign law and that the foreign courts had the necessary jurisdiction. Under Regulation (EC) No. 1346/2000 on insolvency proceedings (Insolvency Regulation) the Cypriot court may not question whether the court hearing the main proceedings actually had jurisdiction. No doubt this will be clarified by case law in due course.

■ **International treaties.** Cyprus has not entered into any agreements in relation to insolvency. The Insolvency Regulation has had direct effect in Cyprus since the island's accession to the EU on 1 May 2004, but there have not yet been any significant developments or decisions involving it.

■ **Special procedures for foreign creditors.** Foreign creditors may prove their claim in a Cypriot liquidation under the normal procedure. In the event of concurrent liquidation of the same company in the foreign jurisdiction, a creditor who proved his claim in Cyprus will only receive a share in any distribution after any amount received in the foreign proceedings has been taken into account.

PROPOSED REFORMS

10. Are there any proposals for reform to insolvency law in your jurisdiction?

No reforms are imminent.





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