ICLG

The International Comparative Legal Guide to:

Competition Litigation 2013

5th Edition

A practical cross-border insight into competition litigation work

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

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URL: www.glgroup.co.uk

GLG Cover Design
F&F Studio Design

GLG Cover Image Source
iStockphoto

Printed by
Ashford Colour Press Ltd
September 2012

ISBN 978-1-908070-37-1
ISSN 1757-2819

Strategic Partners

AEJE ECLA

MIX
Paper from responsible sources
FSC® C011748

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Country Question and Answer Chapters:

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1 General

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

The scope of claims concerning the breach of competition law in Hungary can be divided into three main categories based on the fields of the law that govern the proceedings:

(i) Claims governed by administrative law: An undertaking, in respect of which the Hungarian Competition Authority (*Gazdasági Versenyhivatal*, "***GVH***") brought a decision for the breach of Hungarian and/or European competition law (including the prohibition of anti-competitive agreements, the prohibition of the abuse of dominant position, merger control law and unfair commercial practices) may request the judicial review of that decision of the GVH by way of a lawsuit against the GVH in front of courts.

(ii) Unfair competition claims: For certain acts of unfair competition as contained in Chapter II of Act LVII of 1996 on the prohibition of unfair and restrictive market practices ("***Hungarian Competition Act***", "***HCA***"), such as the breach of business secrets, calls for boycott and/or special claims may be brought exclusively in front of civil courts (the plaintiff may request, *inter alia*, the establishment of the infringement, its termination, its discontinuation as well as compensation for any damages, etc.).

(iii) Claims governed by Hungarian civil law (private enforcement): Private enforcement claims may be lodged against an undertaking that committed an infringement of competition law (including the prohibition of anti-competitive agreements, the prohibition of the abuse of a dominant position and unfair commercial practices) and such infringements may also be relied upon as an objection against the claim of the other party in a civil lawsuit.

Below, we will restrict the scope of competition litigation issues as covering only the third category of claims (private enforcement) and will thus respond to the questions in respect of this category. The HCA expressly states that a prior decision of the GVH establishing an infringement of competition law is not a condition precedent for a litigation to take place for the breach of competition law; so-called "stand-alone" actions are therefore expressly permitted, while "follow-on" actions (litigation initiated after a respective decision of the competition authority) are also possible, and are, in fact, encouraged under the Hungarian legal environment (see in detail, questions 3.1 and 4.6).

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

Concerning competition law infringements (including unfair commercial practices), the basis for the claims are contained in (i) Chapters IV-V of the HCA and/or Article 101-102 of the TFEU (the prohibition of anti-competitive agreements and of the abuse of dominant position), (ii) Act XLVII of 2008 on the prohibition of unfair commercial practices as well as Chapter III of the HCA (the national implementing provisions of Directive 2005/29/EC), and (iii) the provisions of the Hungarian Civil Code (including those relating to contract law (nullity of contracts, legal consequences) and tort law (compensation for damages).

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

The local authorities, municipalities and regional administrative bodies are not involved in the legislation concerning competition law, thus, the claims connecting to competition law infringements are based on national law as well as the law of the European Union.

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

Competition litigation cases are assigned to those Hungarian courts that hear general civil law disputes; there is no court specifically assigned to competition disputes in Hungary. If the value of the claim is below HUF 30 million (approx. EUR 100,000), local courts will be competent, while for claims above that value, county courts are appointed to proceed on the first instance.

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

Under Hungarian law, any private person or legal entity (who generally has the right to bring a civil case in front of civil courts in Hungary) has the right to bring an action for the breach of competition law. According to the established case-law of the courts, any plaintiff would also have to show a specific legitimate interest to initiate the proceedings or refer to a certain legal provision entitling the plaintiff to bring the given action. In particular, in respect of claims for damages, the plaintiff would have

to show that it was the person/entity whose assets suffered the loss in question. In a recent landmark case, the Hungarian Supreme Court decided that the issue whether a given claimant could have suffered damages (and whether the damages may have been incurred by a third party) does not affect the standing of such a claimant; rather such issues go to the merits of the case, namely pertain to the existence (or non-existence) of damages incurred by the claimant (see decision No. Pfv.X.20.630/2011).

In addition, as of 2011, in cases where the infringement affects a large number of consumers and where the relevant group of consumers can be identified, the HCA empowers the GVH to initiate its own lawsuit against an undertaking that infringed competition law. The GVH may only start such a lawsuit if it has either already initiated proceedings in the matter or if it has already closed the case with a finding of an infringement. The statute of limitations for such lawsuits is three years from the date of the infringement. If the relevant civil law claim for consumers stemming from the competition law infringement is "clearly identifiable" (for example, a claim for damages), then GVH is entitled to fully pursue such civil law claim on behalf of the consumers and achieve a judgment obliging the infringer to fulfil the claims of the relevant group of consumers. This type of collective claim by the GVH therefore can be characterised as being an "opt-out" system. Otherwise (i.e. if the relevant civil law claim is not "clearly identifiable"), then the GVH is only entitled to request the establishment of the infringement in relation to the relevant group of consumers and it is up to the individual consumers to initiate individual lawsuits (e.g. to establish causal connection between the damages they suffered and the infringement of the defendant as well as the quantum of the damages). Furthermore, under the HCA, the affected consumers in any case retain their right to initiate civil law actions against the infringer on their own as well. It is important to note that the GVH has not used such powers in practice, however, it is expected that the first such lawsuits will already be initiated by the GVH in 2012 / 2013.

In addition, in cases where the infringement affects a broad number of consumers, who cannot be personally identified, the HCA empowers the GVH to initiate its own lawsuit against an undertaking which infringed competition law provisions, provided that the GVH already established the competition law liability of the given undertakings. Such powers, however, have not been used in practice so far.

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

As stated above at question 1.4, competition litigation cases are assigned to those Hungarian courts that hear general civil law disputes.

In determining whether Hungarian courts have jurisdiction to hear the dispute, the general principles and specific provisions of private international law are applicable (including those contained in Law Decree 13 of 1979 on private international law as well as any applicable bilateral or multilateral treaties on jurisdiction). For disputes concerning persons domiciled in the European Union, the provisions of Regulation 44/2001/EC are applicable.

1.7 Is the judicial process adversarial or inquisitorial?

The judicial process for competition law claims is adversarial, based on the general principles of civil procedural law (it is for each party to provide the respective reasoning and evidence in order to substantiate its statements).

2 Interim Remedies

2.1 Are interim remedies available in competition law cases?

Interim measures are available under the general rules of civil procedure; there are no provisions applying specifically to interim measures in competition cases.

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

Under the applicable civil procedural rules, the court may adopt interim measures if these are necessary for preventing directly threatening loss, for preserving the situation that gave rise to the legal dispute or for the legal protection of the plaintiff meriting special consideration. The interim measures may only be ordered if the detriment caused by the measures does not outweigh the potential benefits. The court may decide to make the adoption of interim measures subject to the provision of a security by the plaintiff. The request for interim measures cannot be submitted before the submission of the statement of claim.

3 Final Remedies

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

In respect of claims for damages, the plaintiff may request compensation for the damages it suffered as a result of the infringement of competition law. Under Hungarian civil law, it is for the plaintiff to prove that an illegal act occurred, it suffered damages and there is causal link between the illegal act and the damages suffered. Once these points are proven, the burden of proof shifts to the defendant: the defendant is only released from liability if it was not at fault (acted reasonably in the given circumstances).

In respect of contractual claims, in a landmark decision brought in December 2010, the Court of Appeal of Budapest ruled on the question of the validity of agreements concluded by members of a horizontal cartel with their customers (so-called "fruit contracts") under Hungarian civil law. The court was of the view that such vertical "fruit contracts" should be distinguished from the original horizontal cartel agreement: while the latter is clearly regarded as a null and void contract within the meaning of Hungarian civil law, the former contracts – which do not have as their object or effect the restriction of competition – are not tainted with similar nullity.

The decision is expected to make the plaintiffs in private enforcement cases concentrate on the issue of liability for damages and less on the question of nullity. Nevertheless, it cannot be excluded that plaintiffs may still try to base their claims on the invalidity of the "fruit contract" referring, for example, to misrepresentation by the cartelist. For the time being, however, these remedies are untested within the realm of private enforcement of competition law in Hungary.

3.2 If damages are an available remedy, on what bases can a court determine the amount of the award? Are exemplary damages available?

Hungarian law on delictual liability is based on the principle of full compensation; exemplary or punitive damages are not available under Hungarian law.

The basis of the claim for compensation is that the injured person is worse off than he would have been in the absence of the violation. Under Hungarian law on delictual liability, the wrongdoer has to restore the initial status (*in integrum restitutio*). If restoration is not possible or the injured party does not want it (for reasonable causes), the injured person has to be compensated for the pecuniary and non-pecuniary loss suffered. This notion suggests that the loss of the injured person comprises of the difference between his situation with the violation (e.g. the higher prices resulting from a cartel) and his would-be situation without the violation (e.g. the market prices without the cartel).

The court has a wide discretion when calculating and assessing the amount of damages. If the amount of the loss cannot be defined precisely (e.g. by way of an expert opinion) – as a last resort –, both the civil procedural rules and the civil code enable the court to define the amount of damages at its discretion.

There is also a special new provision of Hungarian law assisting plaintiffs in damages claims based on competition law. As stated above at question 3.1, in such cases, the plaintiff bears the burden of proof relating to the existence and amount of damages. However, the HCA sets a specific presumption (albeit rebuttable) on the amount of damages suffered as a result of hard-core cartels. It is thus presumed in cases initiated against parties that participated in a hard-core cartel (price-fixing, market sharing, allocation of quotas) that such cartel had a 10% influence on the purchase price applied by the cartelists. It is important to note that the presumption merely covers one single element of the amount of damages: for example, the existence of the presumption does not affect the possible application of the passing-on defence.

3.3 Are fines imposed by competition authorities taken into account by the court when calculating the award?

Hungarian law on delictual liability is based on the principle of full compensation, i.e. the injured person is entitled to full compensation that covers the entire loss he suffered. This implies that the fine awarded by the competition authority cannot be taken into account by the court when calculating the amount of damages to be awarded.

4 Evidence

4.1 What is the standard of proof?

The standard of proof is not precisely defined in Hungarian civil procedure. The judge establishes the factual situation on the basis of the evaluation of the individual pieces of evidence presented by the parties as well as their entirety.

4.2 Who bears the evidential burden of proof?

The burden of proof rests on the person who is interested in the court accepting the given fact as truth. In civil cases, the burden of proof normally rests on the plaintiff. Specifically for competition litigation cases, the HCA states that it is for the party wishing to rely on a breach of competition law to prove the facts underlying such a claim, while a party who wishes to rely on group exemption or individual exemption in respect of a given agreement would have to prove the facts underlying such a reference. For the specific issues concerning damages cases, see above at question 3.1.

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

Hungarian civil procedure is based on the principle of unfettered evaluation of evidence: all types, forms and methods of evidence are admissible. There are, however, certain restrictions relating to various forms of evidence (e.g. to protect state/business secrets).

Expert evidence is generally accepted in Hungarian civil procedure. If a circumstance, fact or piece of evidence requires special non-legal expertise, – after due information provided to the parties on such a requirement and is provided that the party who bears the burden of proof in the given question decides to motion for such form of evidencing – the court appoints an expert. The expert then prepares its report (on the basis of the documents of the case-file as well as documents/submissions received from the parties). Such report is binding on the court; however, if the report is ambiguous, contradictory or disputed by the party, the court may hear the expert at trial and clarify such issues or even appoint a second expert to re-evaluate the case.

The parties may also submit expert reports as part of their position ("private experts"), however, these "private experts" are generally deemed as a mere part of the statements of the given party.

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

There is no general obligation of disclosure in Hungarian civil procedural law. For the various specific rules that prescribe obligations of disclosure, see question 10.2 below.

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

Witnesses can be forced to appear. Unjustified non-appearance may trigger different sanctions, e.g. the witness has to bear the costs resulting from their non-appearance, a fine may be imposed on her/him, and – as a last resort – their compulsory attendance may be enforced by the police.

Witnesses can be examined by the judge (or judges) and the parties may also propose questions via the judge. The procedure flows under the conduct of the judge, who may allow direct cross-examination of witnesses.

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

Hungarian courts are bound by the final decisions of the GVH. Section 88/B(6) of the HCA provides as follows: "[t]he statement on the existence or absence of an infringement, made in the decision of the GVH [as reviewed by the courts], shall be binding on the court hearing the lawsuit".

Likewise, Hungarian courts are bound by the final decisions of the Commission in competition matters on the basis of Article 16 of Regulation 1/2003, which courts are obliged not to take decisions running counter to a decision adopted by the Commission and who must avoid giving decisions which would conflict with a decision contemplated by the Commission.

There are no provisions on the probative value of the decisions of the competition authorities of other countries, though the decisions of Member State competition authorities may have a persuasive value.

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

The most important measure the court can adopt is the exclusion of the publicity of the trial. In principle, trials are public; nevertheless, the court can exclude the public from part of the trial or from its entirety if this is justified, among others, by the protection of business secrets. Nevertheless, the court has to pronounce the judgment in public; in this regard no restrictions can apply.

The code of civil procedure further contains strict rules on the protection of business secrets. For instance, a witness can refuse to answer questions covered by a business secret if he was not released from his obligation to preserve the business secret.

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

According to Article 88/B of the Competition Act, the court shall notify the GVH if the rules concerning the prohibition of anticompetitive agreements or the abuse of a dominant position are to be applied in the ongoing lawsuit. Upon receipt of the court's notification, the GVH is entitled to provide the proceeding court with an *amicus curiae* brief and may also be heard at the hearing. Furthermore, at the request of the GVH, the proceeding court shall grant the GVH access to the case-file. A similar notification obligation is applicable if the Hungarian courts apply the EU antitrust rules in a lawsuit (Article 91/H of the Competition Act).

At the request of the court, the GVH shall submit its assessment on any issues raised in relation to the application of antitrust rules in a lawsuit within 60 days from the receipt of the order of the court. The court is not bound by the assessment of the GVH; it is, however, to be taken into account as a piece of evidence in the proceedings. In case the EU antitrust rules are applied, the courts may also request for the assessment of the European Commission on the basis of Regulation 1/2003/EC.

For the time being, the GVH has issued *amicus curiae* briefs in an increasing number of cases and the courts generally welcomed and duly took into account the remarks of the GVH as a neutral party in the proceedings.

5 Justification / Defences

5.1 Is a defence of justification/public interest available?

There is no general defence based on public interest available; nevertheless, the interested party may raise different defences – based on the applicable competition law provisions – in order to prove that its conduct complies with competition law.

In case of anti-competitive agreements, the most important defence in this respect is the possibility of qualifying the conditions for individual exemption under the HCA and Article 101 (3) of the TFEU. Under the HCA, the relevant conditions are fulfilled if the agreement rationalises production or distribution, or adds to technical or economic development, or helps environmental conditions or competitiveness: consumers must be granted a fair share of the benefits; the limitation or elimination of competition must not exceed the extent necessary to attain the set goals; and the agreement must not enable the elimination of competition regarding a significant proportion of the relevant products.

Under the current provisions of the HCA, no notification to the GVH is necessary in this respect: the party wishing to rely on such individual exemption would have to prove to the court that the relevant conditions for such exemption are fulfilled and the court may decide on its own as to whether such a reference is well-founded.

Furthermore, there is certain room to rely on public interest arguments in cases concerning professional regulations (self-regulation and ethical norms of advocates, auditors, accountants, etc.). In such cases, it may be argued that the given restriction was justified by the observance of the core ethical values and requirements of the given profession (e.g. incompatibility rules, due diligence rules, etc.).

Finally, dominant undertakings may also raise certain justifications against claims of abuse, which may also include certain public interest arguments.

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

The "passing-on defence" is generally available under Hungarian law. This possibility stems from the notion of "damages" or "loss". Under Hungarian law, the loss of the injured person comprises of the difference between his situation with the violation (for example, the existence of a cartel) and his would-be situation without the violation (for example, in case there had not been a cartel). This can be accomplished only with a detailed calculation based on the different elements of the loss suffered by the injured person. The higher prices paid by the injured party are certainly part of its loss; however, those parts of the higher price that were actually passed onto its customers are to be deducted. At the same time, whether the injured person lost some of its customers when passing some parts of the price increase onto its customers is also to be examined. If this is the case, the loss of these customers may also be included in the amount of damages.

Indirect purchasers generally have standing under Hungarian law, there is no specific provision excluding such a possibility. Nevertheless, such indirect purchasers are expected to face a number of practical difficulties in terms of meeting their burden of proof relating to the existence/extent of the damages they suffered as well as the causal link between their alleged loss and the given breach of competition law.

6 Timing

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

There is a 5-year limitation period for civil law claims (with the exception of claims for nullity, which, in theory may be requested for an indefinite time). The limitation period starts on the day when the claim becomes due; claims for damages become due when the damage actually occurred. The limitation period is, however, suspended, if the injured person is not in a position to enforce its claim. In such a case, the claim remains enforceable for one year

after the end of the circumstance that prevented the injured person from enforcing the claim even if the limitation period expired. Furthermore, the flow of the limitation period is interrupted (and starts to run again) if the injured person, in writing, calls on the other party to perform, a judicial action is instituted against the other parties, the parties reach a settlement on the claim, or the other party acknowledges its debt.

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

Competition law claims are a relatively novel feature in Hungarian law, and thus it is very difficult to estimate the typical length of such a claim. Generally, cases concerning claims for damages may take between 2-4 years until a final and binding judgment, depending on the complexity of the claim and the factual/economic issues involved.

In order to accelerate civil litigations in Hungary, special provisions were adopted by the legislator in July 2011 that apply to all civil law claims whose value exceed HUF 400 million (approx. EUR 1.5 million). These provisions shortened procedural deadlines (e.g. the period available for the expert to prepare its opinion or the period between subsequent hearings) and obliged the courts to make an interim judgment (i.e. a judgment relating only to the legal basis of the claim without any assessment of the amount) or a partial judgment (i.e. a judgment relating to a clearly separable part of the claim) if any of the parties make such a motion.

As a result of the above changes, the duration of competition law litigations falling under the scope of the new rules are expected to be reduced, which could make Hungary an even more attractive forum for competition law claims.

7 Settlement

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

If the parties reach a consensus concerning the competition law claim in a civil proceeding they can conclude a settlement both before and out of court. Judicial settlements require the court's permission. The court endorses the settlement if it complies with the parties' will and is in accordance with the law. Judicial settlements have the same binding force as final judgments.

The parties may also conclude an out-of-court settlement, which does not require judicial endorsement and is contractual in nature. In procedural terms, the out-of-court settlement does not terminate the law-suit, it is simply a civil law agreement between the parties; here, the plaintiff is expected to withdraw his claim before the court (the defendant's approval is necessary for such withdrawal after the litigation has started on the merits).

8 Costs

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

Hungarian procedural law follows the 'losing party pays' principle. Basically, all legal costs are to be borne by the losing party, irrespective of whether this is the plaintiff or the defendant. During the proceedings, all costs, with some exceptions, are advanced by the party in the sphere of control of which the expenditure emerges (for example, the appointment of an expert who is requested by one party). At the end of the law-suit, the court, if the given party requests so, summarises the expenditures related to the procedure and orders the losing party to pay the costs of the winning party. There are special provisions applicable to attorney's fees. Generally, the losing party has to reimburse the winning party for the attorney's fees, which are determined by the court. The party may also decide to request the reimbursement of the actual attorney's fees that it paid, upon the presentation of the relevant mandate agreement (however, the court may still decrease the amount to be passed on if the attorney's fee is disproportionate to the work done or the value of the claim).

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

Contingency fees in Hungarian procedural law are permitted, provided the attorney bears a clear risk in respect of the claim. These arrangements are, however, relatively rare in practice.

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

There are no provisions on third party funding in competition matters.

9 Appeal

9.1 Can decisions of the court be appealed?

The decision of the local or county court can be appealed to the higher court on points of law and fact (to the county court and the regional courts of appeal, respectively). The latter courts bring the final and binding judgment in the matter. Such judgment may be challenged before the Supreme Court, solely on points of law with an extraordinary request for revision.

10 Leniency

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

The GVH offers leniency on the basis of Sections 78/A-78/B of the HCA and the corresponding notices of the GVH. There are two types of successful leniency applications: applications resulting in full immunity from fine; and applications where a reduction in the fine is granted (30-50%, 20-30%, less than 20%).

Leniency applicants may acquire full or restricted immunity from the competition law fine; this, however, does not in any way entail an immunity from civil law consequences of a competition law infringement (e.g. claims for damages by injured customers). Nevertheless, the HCA provides certain limited protection to those successful leniency applicants that were granted full immunity from the fine (as opposed to those that were merely granted a reduction of the fine).

First, the HCA requires the injured party in follow-on actions to seek a claim for damages first from those members of a hard-core cartel that have not been awarded immunity from fines, and such party may claim damages from the successful leniency applicant

only if the injured party was unable to recover the whole amount of its loss from the other members of the cartel. Nonetheless, it is to be stressed that this rule does not touch upon the rules on the contribution between the wrongdoers: the cartelist company can claim reimbursement from the successful leniency applicant in accordance with the general rules.

Second, the HCA states that any civil law claims for damages against a party that has been afforded full immunity has to be suspended until the final completion of the judicial review of the GVH's respective decision (provided that the decision was challenged in front of court).

In addition to the "ordinary" leniency regime, it is to be highlighted that Hungary has taken a pioneer position in Europe by introducing a reporting fee for individuals. As of April 2010, not only undertakings but private individuals (such as employees or managers) have also been made interested to cooperate with the competition authority. In case private individuals provide the GVH with indispensible documentary evidence for hard-core horizontal restrictions of competition law, they become entitled to a monetary award that amounts to 1% of the total amount of the fine imposed by the GVH at the end of its proceedings, but a maximum of HUF 50 million (approx EUR 185,000).

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

A leniency application does not create a right to the applicant to hide or not to disclose evidence under Hungarian law. Nevertheless, it is important to note that the evidence forming part of the administrative file before the GVH can be accessed exclusively by the parties of the case. Since in antitrust cases the parties include the undertakings against whom the procedure is conducted (and in merger cases the applicants), victims of competition law violations do not generally qualify as parties of the procedure; hence, they cannot access the administrative file containing the evidence disclosed by the leniency applicant. Nonetheless, courts in a pending case can approach the GVH for assistance, which may include both legal and factual assistance.

Furthermore, since pre-trial discovery is unknown in Hungarian civil procedural law, the applicant (i.e. the defendant in the civil case) is, in principle, not obliged to disclose any evidence to the opposing party. At the same time, there are certain provisions in Hungarian procedural law that have effects similar to discovery. For example, if certain documents are needed in the judicial procedure, the person possessing them can be summoned to appear before the court as a witness; the witness is obliged not only to appear before the court and to make a testimony but also to produce the documents he/she possesses. In addition, under the rules of civil procedure, the court may order any (opposing) party to hand over a certain document in its possession, if that party is obliged to hand over or produce such document according to the rules of civil law (this is the case in particular if the document was issued in the interest of the requesting party).

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Oppenheim currently consists of more than 40 lawyers and legal experts who provide advice on all areas of Hungarian business law and who work in specialised practice groups, including a dedicated antitrust, competition and trade practice group.

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