How to bring a case to court

Estija

1 Do I have to go to court or is there another alternative?

Disputes can be resolved by both judicial and extrajudicial means.

One extrajudicial manner of dispute resolution is **conciliation**. Conciliation is an extrajudicial manner of voluntary dispute resolution which is conducted by an independent and impartial conciliator. A conciliator facilitates communication between parties in finding a solution to the dispute. Conciliation negotiations are confidential and a conciliator may not direct conciliation in a manner that gives an impression that the conciliator has the power to make binding decisions. A conciliator may be a notary public, a barrister or any other natural person appointed by the parties to the dispute and authorised to operate via a legal person (such as conciliators with an insurance conciliation body via the Estonian Insurance Association (*Eesti Kindlustusseltside Liit*) and the Estonian Motor Insurance Bureau (*Eesti Liikluskindlustuse Fond*)). A conciliation body is an entity affiliated to a state or a local government agency, such as the copyright committee (*autoriõiguse komisjon*). A settlement agreement reached as a result of conciliation proceedings constitutes an enforceable title under the terms and conditions laid down in law, provided that the agreement has been declared enforceable by a court, and may be presented to a bailiff for compulsory enforcement. If a conciliator is a notary public or a barrister, a settlement agreement concerning a property claim or a settlement agreement concerning a non-property claim, provided that a compromise agreement may be made with regard to the non-property claim, may be authenticated by a notary public at the request of the parties to the conciliation and subjected to immediate compulsory enforcement. In such an event, the settlement agreement does not have to be declared enforceable by a court. A settlement agreement validated by a conciliation body is binding on the parties and does not have to be declared enforceable by a court. **Arbitration** is another method of alternative dispute resolution. As the arbitration panel is appointed by the parties themselves, they can be certain about the knowledge, experience and impartiality of the arbitrators. The parties also have the right to choose the language of the proceedings, the applicable law and the rules of procedure. An arbitration board may be appointed for a single case (*ad hoc*) or operate on a permanent basis. A permanent arbitration board in Estonia is the Arbitration Board of the Chamber of Notaries (*Notarite Koja vahekohus*). In Estonia, disputes arising from cross-border business are often resolved in the Court of Arbitration of the Estonian Chamber of Commerce and Industry (*Eesti Kaubandus-Tööstuskoja (EKTK) arbitraažikohus*). A judgment rendered by an Estonian arbitration board operating on a permanent basis constitutes an enforceable title without it having to be declared enforceable by a court. Judgments made by other arbitration boards, including *ad hoc* arbitration boards, and by those of other states must first be declared enforceable by a court in order for them to be subjected to compulsory enforcement. In addition to arbitration and conciliation, there are also committees for extrajudicial resolution of certain types of disputes.

For instance, labour disputes may first be referred to a **Labour dispute committee** (*töövaidluskomisjon*). A labour dispute committee is an independent body resolving individual labour disputes to which both employees and employers may turn. The resolution of labour disputes in a labour dispute committee is regulated by the Labour Dispute Resolution Act (*individuaalse töövaidluse lahendamise seadus*). No state fees are charged for dispute resolution using a labour dispute committee. A labour dispute committee may resolve any disputes arising from labour relations. In the case of a pecuniary claim, the amount of the claim must be justified, and there is no limit on having recourse to a labour dispute committee. The application submitted to a labour dispute committee must set out the circumstances that are relevant to the dispute. For instance, when challenging a dismissal, the time and reason for dismissal must be given. The application should describe the nature of the disagreement between the parties, i.e. what the employee or the employer has failed to do or done contrary to the law in the opinion of the applicant. Evidence should be included with the application supporting the claims made therein (e.g. employment contract, mutual agreements or correspondence between the employee and the employer, etc.) or by references to any other evidence or witnesses. If an applicant considers it necessary to call a witness to the hearing, the witness's name and address should be indicated in the application. A decision by a labour dispute committee which has taken effect constitutes an enforceable title and may be submitted with a bailiff for compulsory enforcement. In certain circumstances, a labour dispute committee may declare its decision immediately enforceable. If a party to the dispute does not agree with the decision of the labour dispute committee, the party may file an action with a county court (*maakohus*) to have the same labour dispute heard and do so within one month of the day following the day of receipt of the transcript of the decision. In this case, the decision by the labour dispute committee will not take effect.

Claims arising from a contract between a consumer and a trader can be resolved by the **Consumer Disputes Committee** (*tarbijakaebuste komisjon*). The resolution of consumer disputes is regulated by the Consumer Protection Act (*tarbijakaitseseadus*). The Consumer Disputes Committee is competent to resolve both domestic and cross-border consumer disputes which arise from contracts between consumers and traders and which are initiated by a consumer if one of the parties to the dispute is a trader whose place of establishment is in the Republic of Estonia. The Committee is also competent to settle any disputes relating to losses caused by a defective product, provided that the loss can be ascertained. If the fact that loss was caused has been established but the exact amount of the loss cannot be quantified, for example in the event of non-monetary loss or losses arising in the future, the amount of compensation will be determined by a court. The Committee does not resolve disputes related to the provision of non-economic services of general interest, education services offered by legal persons in public law or health care services provided by health care professionals to patients in order to assess, maintain or restore their state of health, including the prescription, dispensation and provision of medicinal products and medical devices. Furthermore, the Committee does not resolve disputes regarding claims arising from death, physical injuries or damage to health, or disputes for which the resolution procedure is prescribed by other Acts. Such disputes are resolved by competent institutions or courts (e.g. besides courts, disputes arising from dwelling lease contracts may also be resolved by lease committees). An application filed by a consumer will be heard and the outcome of the dispute resolution made available to the parties within 90 days of the acceptance of the application of the consumer for review. In the case of complex disputes, said term may be extended. A decision by the Consumer Disputes Committee must be complied with within 30 days of the day following its publication on the website of the Consumer Protection Board (*Tarbijakaitseamet*) unless otherwise provided for by the decision. A list of traders who have failed to comply with the decisions of the Committee is published on the website of the Consumer Protection Board; however, the Committee's decision cannot be subjected to compulsory enforcement which means that it cannot be submitted to a bailiff for such a purpose. A trader entered in the list will be deleted from the list when the trader complies with the decision of the Committee after being entered in the list or when more than 12 months have passed from the entry of the trader in the list. Should the parties to the dispute not agree with the decision made by the Committee and not comply with it, they may have recourse to a county court to resolve the same dispute. A trader notifies the Consumer Protection Board in writing of the fact that the decision has been complied with or that the case has been referred to a county court enclosing a copy of the application filed with the county court. The Consumer Protection Board itself may, with the consent

and as the representative of the consumer, refer the dispute resolved by the Committee to a county court for hearing if the trader has failed to comply with the decision and the dispute is relevant to the application of an Act or other legislation or to the collective interests of consumers.
Disputes arising from dwelling lease contracts can be resolved by a **lease committee**. The resolution of lease disputes is regulated by the Lease Disputes Resolution Act (*üürivaidluse lahendamise seadus*). Lease committees do not resolve disputes involving financial claims in excess of €3 200. A lease committee may be established by a local government and it resolves lease disputes arising in its territory. In Estonia, a lease committee has been established only in Tallinn. An application to a lease committee must indicate the applicant's request and the facts on which it is based and the application must include the lease contract and evidence proving the allegations stated in the application as well as other relevant documentary evidence. A decision by a lease committee which has taken effect constitutes an enforceable title and may be submitted with a bailiff for compulsory enforcement. Should a party to the dispute not agree with the decision made by the lease committee, the party may refer the same lease dispute to a county court within 20 days of the day following the receipt of the decision of the committee. In this case, the decision by the lease committee will not take effect. The resolution of disputes by the aforementioned committees does not constitute compulsory pre-trial proceedings, i.e. should the parties not wish or not be able to resolve the dispute by extrajudicial means, they may refer their claim to a court. The same claims cannot be heard at the same time by both a court and a competent extrajudicial committee.

2 Is there any time limit to bring a court action?

Private law relationships are governed by the principle of private autonomy, meaning that a creditor is free to decide when to enforce their claim against a debtor. However, in the interests of legal clarity and stability of the law a debtor may refer to a limitation period if the creditor has failed to present their claim within a certain period of time. A court or any other dispute resolution body will only enforce a limitation period if the obligated person so demands. The creditor's claim will therefore not expire upon the expiry of the limitation period. However, if the claim is time-barred and the obligated person refers to the limitation period, the court will neither hear the claim nor make a material judgment with regard thereto.
The limitation period for claims arising from transactions is three years.
The limitation period for claims arising from transactions will be ten years if the obligated person deliberately fails to meet their obligations.
The limitation period for claims relating to the transfer of immovable property, encumbering immovable property with a real right, the transfer or termination of a real right or amendment of the content of a real right is ten years.
The limitation period for a claim arising from the law is ten years from the moment the claim falls due, unless otherwise provided by law.
The limitation period for a claim arising from unlawfully caused damage is three years from the moment the entitled person became or should have become aware of the damage and of the person obliged to compensate the damage.
The limitation period for a claim arising from unjust enrichment is three years from the moment the entitled person became or should have become aware of obtainment of the claim arising from unjust enrichment.
The limitation period for a claim for the performance of recurring obligations, with the exception of claims for the performance of child maintenance obligations, is three years for each separate obligation regardless of the legal basis for the claim.
The limitation period for a claim for the performance of child maintenance obligations is ten years for each separate obligation.
The limitation period for restitution claims arising from a right of ownership and for claims arising from family law or law of succession is 30 years from the moment the claim falls due unless otherwise provided by law.
A restitution claim arising from a right of ownership against an arbitrary possessor does not expire.
Certain claims resulting from employment relations have a limitation period for recourse to a court. For instance, the period for submitting a claim to a labour dispute committee or court for the recognition of rights arising from employment relations and protection of rights violated is four months. An action in court or an application to a labour dispute committee for revoking the termination of an employment contract may be submitted within 30 calendar days of the receipt of the declaration of termination; within 30 calendar days of the receipt of a declaration of termination an employee may submit an application to a court or a labour dispute committee to challenge the termination as contrary to the principle of good faith, unless the employer terminated the contract due to a breach of the employment contract by the employee; the term for submitting a claim for wages is three years.

3 Should I go to a court in this Member State?

The circumstances under which a case can be heard by an Estonian court are determined by the provisions concerning international jurisdiction. A case falls under the jurisdiction of an Estonian court if an Estonian court can hear the case pursuant to the provisions concerning its competence and jurisdiction or based on an agreement on jurisdiction, unless otherwise provided by law or an international agreement. International jurisdiction is not exclusive jurisdiction, unless otherwise prescribed by law or an international agreement. The provisions of the Code of Civil Procedure (*tsiviilkohtumenetluse seadustik*) concerning international jurisdiction apply only to the extent that this is not otherwise regulated by an international agreement or the following European Union regulations:
(1) Regulation (EU) No. 1215/2012 of the European Parliament and of the Council on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters;
(2) Council Regulation (EC) No. 2201/2003 concerning jurisdiction and the recognition and enforcement of judgments in matrimonial matters and the matters of parental responsibility, repealing Regulation (EC) No. 1347/2000;
(3) Council Regulation (EC) No. 4/2009 on jurisdiction, applicable law, recognition and enforcement of decisions and cooperation in matters relating to maintenance obligations;
(4) Regulation (EU) No. 650/2012 of the European Parliament and of the Council on jurisdiction, applicable law, recognition and enforcement of decisions and acceptance and enforcement of authentic instruments in matters of succession and on the creation of a European Certificate of Succession;
(5) Regulation (EU) No. 655/2014 of the European Parliament and of the Council establishing a European Account Preservation Order procedure to facilitate cross-border debt recovery in civil and commercial matters.

4 If yes, which particular court should I go to in this Member State, given where I live and where the other party lives, or other aspects of my case?

The court where an action may be filed against a person and where other procedural acts may be performed with respect to a person is established by **general jurisdiction**, unless it is provided by law that the action must be filed with or the act performed by another court.
Optional jurisdiction establishes the court where actions may be filed against a person and where other procedural acts may be performed with respect to a person besides general jurisdiction.
Exclusive jurisdiction establishes the sole court which can be addressed for adjudication of a civil case. Jurisdiction in non-contentious cases is exclusive unless otherwise provided by law.
Under **general jurisdiction** an action against a natural person is filed with the court of his or her place of residence and an action against a legal person is filed with the court of its seat. If the place of residence of a natural person is not known, an action against the person can be filed with the court of his or her last known place of residence.

If, pursuant to general provisions, a case does not fall under the jurisdiction of an Estonian court or jurisdiction cannot be determined and an international agreement or law does not provide otherwise, the case will be heard by the Harju County Court (*Harju Maakohus*) if:
the case must be heard in the Republic of Estonia pursuant to an international agreement;
the applicant is a citizen of the Republic of Estonia or has a residence in Estonia, and the applicant has no possibility to defend his or her rights in a foreign state or the applicant cannot be expected to do so;
the case concerns Estonia to a significant extent due to another reason and the applicant has no possibility to defend his or her rights in a foreign state or the applicant cannot be expected to do so.
The Harju County Court will also hear a case if the case falls under the jurisdiction of an Estonian court but it is not possible to determine which Estonian court has jurisdiction in the case. This also applies if Estonian jurisdiction has been agreed upon without specifying which court has jurisdiction.
Under **exclusive (mandatory) jurisdiction**, actions with the following objects are filed with the court of the location of the immovable property:
1) a claim related to the recognition of the existence of the right of ownership, limited real right or other real right encumbrance concerning immovable property, or recognition of absence of such rights or encumbrances, or a claim related to other rights in immovable property;
2) determination of boundaries or division of immovable property;
3) protection of the possession of immovable property;
4) a property right claim arising from apartment ownership;
5) a claim related to compulsory enforcement regarding immovable property;
6) a claim arising from a lease contract or commercial lease contract concerning immovable property or other contract for the use of an immovable under the law of obligations, or from the validity of such contracts.
An action related to a servitude, encumbrance or right of pre-emption in relation to property is filed with the court in whose jurisdiction the property is located.
Under exclusive (mandatory) jurisdiction, an action for the rescission of an unfair standard term or for the termination and withdrawal of recommendation of the term by the person recommending application of the term is filed with the court of the place of business of the defendant or, in the absence thereof, with the court of the residence or seat of the defendant. If the defendant has no place of business, residence or seat in Estonia, the action will be filed with the court under whose territorial jurisdiction the standard term was applied.
An action by a legal person for revocation of a decision by a body or to declare it null and void is filed under exclusive jurisdiction with the court of the seat of the legal person.
An Estonian court may to hear a matrimonial case if:
1) at least one of the spouses is a citizen of the Republic of Estonia or was a citizen at the time of contracting the marriage;
2) both spouses have a residence in Estonia;
3) one of the spouses has a residence in Estonia, except where the judgment to be made would clearly not be recognised in the country of nationality of either spouse.
Under exclusive jurisdiction a matrimonial action to be heard by an Estonian court is filed with the court of the joint residence of the spouses and in the absence thereof, with the court of the residence of the defendant. If the residence of the defendant is not in Estonia, the action will be filed with the court of the residence of a joint minor child of the parties and, in the absence of a joint minor child, with the court of the residence of the plaintiff.
If custody has been established over the property of an absent person due to the person going missing, or a guardian has been appointed to a person due to his or her limited active legal capacity or if imprisonment has been imposed on a person as punishment, a divorce action against such person can also be filed with the court of the residence of the plaintiff.
An Estonian court can hear a filiation case if at least one of the parties is a citizen of the Republic of Estonia or at least one of the parties has a residence in Estonia. A filiation action to be heard by an Estonian court is filed under exclusive jurisdiction with the court of the residence of the child. If the residence of the child is not in Estonia, the action will be filed with the court of the residence of the defendant. If the residence of the defendant is not in Estonia, the action will be filed with the court of the residence of the plaintiff. The same applies to maintenance cases.
Under **optional jurisdiction**, an action involving a proprietary claim may be filed against a natural person also with the court of his or her place of stay if the person stays in such place for a longer period of time due to an employment or service relationship, studies or for another such reason. An action related to the economic or professional activities of the defendant may also be filed with the court of the place of business.
A legal person based on membership, including a company, or a member, partner or shareholder thereof may, under optional jurisdiction, file an action arising from such membership or holding against a member, partner or shareholder of the legal person also with the court of the seat of the legal person.
If a person has a residence or seat in a foreign state, an action involving a proprietary claim may, under optional jurisdiction, also be filed against such a person with the court in whose jurisdiction the assets related to the claim are located or with the court in whose jurisdiction the person's other assets are located. If an asset has been entered in a public register, said action may be filed with the court of the location of the register in which the asset is registered. If the asset is a claim under the law of obligations, said action may be filed with the court of the residence or seat of the debtor. If the claim is secured by an object, the action may also be filed with the court in whose jurisdiction the object is located.
An action for the collection of a claim secured by a mortgage or linked to an encumbrance in property or another such action involving a similar claim may also be filed with the court in whose jurisdiction the immovable property is located, provided that the debtor is the owner of the registered immovable property which is secured by the mortgage or subject to the encumbrance.
An action against an apartment owner which arises from a legal relationship related to apartment ownership may under optional jurisdiction also be filed with the court in whose jurisdiction the apartment concerned is located.
An action arising from a contract or an action to declare a contract void may under optional jurisdiction also be filed with the court in whose jurisdiction the contractual obligation concerned would be carried out.
A consumer may under optional jurisdiction file an action arising from a contract or relationship specified in Sections 35, 46 and 52, Section 208(4), Sections 379 and 402, Section 635(4) and Sections 709, 734 and 866 of the Law of Obligations Act (*võlaõigusseadus*) or an action arising from any other contract concluded with an undertaking having a seat or place of business in Estonia also with the court of the residence of the consumer. This does not apply to actions arising from contracts of carriage.
A policyholder, beneficiary or other person entitled to demand performance from the insurer on the basis of an insurance contract may under optional jurisdiction file an action arising from the insurance contract against the insurer also with the court of the residence or seat of the person.
In the case of liability insurance, or insurance of a building, immovable or movable property together with a building or immovable property, an action against the insurer may under optional jurisdiction also be filed with the court in whose jurisdiction the act or event causing the damage took place or where the damage was caused.
An employee may under optional jurisdiction file an action arising from his or her employment contract also with the court of his or her residence or place of work.

An action for compensation for illegally caused damage may under optional jurisdiction also be filed with the court in whose jurisdiction the act or event causing the damage took place or the place where the damage was caused.
An action the object of which is the establishment of the right of succession, a successor's claim against the possessor of the estate, a claim arising from a legacy or succession contract or a claim for a compulsory portion or for division of an estate may under optional jurisdiction also be filed with the court in whose jurisdiction the deceased was resident at the time of his or her death. If the deceased was a citizen of the Republic of Estonia but at the time of death had no residence in Estonia, said action may also be filed with the court in whose jurisdiction the deceased was last resident in Estonia. If the deceased had no residence in Estonia, the action may be filed with the Harju County Court.
An action against several defendants may be filed with the court of the residence or seat of one of the co-defendants at the plaintiff's choice.
If several actions can be filed against one defendant on the basis of the same circumstances, all the actions may be filed with the court with which an action concerning one claim or some of the claims arising from the same fact could be filed.
A counterclaim may be filed with the court with which the action was filed, provided that the counterclaim does not fall under exclusive jurisdiction. This also applies where, pursuant to general provisions, the counterclaim should be filed with a court of a foreign state.
An action by a third party with an independent claim may be filed with the court which is hearing the main action.
An action concerning bankruptcy proceedings or bankruptcy estate against a bankrupt, trustee in bankruptcy or a member of the bankruptcy committee, including an action for exclusion of property from a bankruptcy estate, may also be filed with the court which declared the bankruptcy. An action for acceptance of a claim may also be filed with the court which declared the bankruptcy.
A bankrupt may also file an action concerning the bankruptcy estate, including an action for recovery, with the court which declared the bankruptcy.
If you file an action with a different court than that of the defendant's general jurisdiction, you must justify this to the court.
If a case could at the same time fall under the jurisdiction of several Estonian courts, the applicant will have the right to choose the court with which to file the application. In that case, the case will be heard by the court which was the first to receive the application.

5 Which particular court should I go to in this Member State, given the nature of my case and the amount at stake?

In Estonia, jurisdiction is not determined by the nature of a case or the amount at stake.

6 Can I bring a court action by myself or do I have to go via an intermediary, such as a lawyer?

Unless otherwise provided by law, parties (plaintiff, defendant, third party) may participate in proceedings in person or through a representative with active legal capacity in civil proceedings. Personal participation in a case does not deprive a party to proceedings of the right to have a representative or adviser in the case.
Active legal capacity in civil proceedings means the capacity of a person to exercise civil procedural rights and perform civil procedural obligations in court through his or her actions. A person of at least 18 years of age enjoys full active legal capacity. Persons with limited active legal capacity also lack active legal capacity in civil proceedings, unless the restriction of active legal capacity of an adult does not relate to the exercise of civil procedural rights and performance of civil procedural obligations. A minor of at least 15 years of age has the right to participate in proceedings together with his or her legal representative.
A contractual representative in court may be an advocate or any other person who has acquired at least a state-recognised Master's Degree in the field of law, a corresponding qualification within the meaning of subsection 28 (22) of the Republic of Estonia Education Act (*Eesti Vabariigi haridusseadus*) or a corresponding foreign qualification.
A legal person is represented in court by a member of its management board or of a body substituting the management board (legal representative) unless the law or its articles of association provide for a joint right of representation. The member of the management board may delegate the handling of the case in court to a contractual representative. The existence of such a representative does not prejudice the participation of the legal representative, i.e. member of the management board of the legal person in the proceedings.
A representative for a person is appointed by a court where the law so requires.

7 To initiate the case, who exactly do I apply to: to the reception office or the office of the clerk of the court or any other administration?

An application must indicate the name of the court to which the statement is intended to be submitted. An application can also be submitted electronically via the portal available at https://www.e-toimik.ee/ by logging in to the environment with the ID card. An application can also be submitted electronically by fax or by sending it to the e-mail address designated for such a purpose. When taking an application to court in person, it should be handed over at the office of the relevant court house.

8 In which language can I make my application? Can I do it orally or does it have to be in writing? Can I send my application by fax or by e-mail?

Proceedings before the courts and clerical business in the courts are conducted in the Estonian language. An application must be submitted in the Estonian language and in writing. An application must be filed with a court in a signed format; it may also be filed in a digitally signed format via the portal available at https://www.e-toimik.ee/ by logging in with the ID card, or it may be sent by e-mail in a digitally signed format. An application may only be sent by fax or by e-mail in a format which is not digitally signed if a signed application will be filed with the court as soon as possible.

9 Are there special forms for bringing actions, or, if not, how must I present my case? Are there elements that have to be included in the file?

There is no standard form for applications. Applications must indicate the following:
the names, addresses and contact details of the participants in proceedings and of any representatives;
the name of the court;
the clearly expressed claim of the plaintiff (object of action);
the factual circumstances which constitute the basis of the action (cause of action);
evidence in proof of the circumstances which constitute the cause of the action, and a specific reference to the facts which the plaintiff wants to prove with each piece of evidence;
whether the plaintiff agrees to the case being reviewed in written proceedings or wants the case to be heard at a court session;
the value of the action unless the action seeks to obtain the payment of a specific sum of money;
a list of annexes to the application;
the signature or, for a document transmitted electronically, a digital signature of the participant in proceedings or representative thereof.
If the plaintiff wishes the action to be reviewed in a documentary proceeding, the plaintiff must so indicate in the action.
If the plaintiff is represented in the proceedings by a representative, the action must also set out the details of the representative. If the plaintiff wants to be assisted in the proceedings by an interpreter or translator, the plaintiff must so indicate in the application and set out, if possible, the details of the interpreter or translator.
If you file an action with a different court than that of the defendant's general jurisdiction, you must justify this to the court.

In addition to the information specified above, applications in a divorce case must also indicate the names and dates of birth of the joint minor children of the spouses, the person who maintains and raises the children and the person with whom the children reside, as well as a proposal concerning the parental rights and the upbringing of the children after the divorce.

If a plaintiff or defendant is a legal person entered in a public register, a transcript of the registry card, excerpt from the register or registration certificate is annexed to the action, unless the court is able to check such data from the register independently. In the case of other legal persons, other evidence on the existence and legal capacity of them must be provided.

10 Will I have to pay court charges? If so, when? Will I have to pay a lawyer right from the introduction of my application?

A state fee is charged for the review of a petition, appeal or application. State fee rates either depend on the value of the civil case (in Annex 1 to the State Fees Act (*riigilõivuseadus*)) or are set out as specific sums subject to the type of claim. A state fee is not charged for hearing an application for legal aid, when a claim is filed for remuneration of wages or for maintenance support and in other cases provided for by the State Fees Act.

A state fee is paid before requesting the performance of an act. Before the state fee is paid, the application will not be communicated to the defendant or other procedures resulting from an act for which a state fee is charged performed. If the state fee is not fully paid, the court will grant the applicant a deadline within which to pay the full amount. Should the state fee not be paid by the due date, the application will not be accepted for review. If the amount of the state fee paid for a claim accepted for review is less than that prescribed by law, the court will require the payment of the state fee in the amount prescribed by law. If the plaintiff fails to pay the state fee by the due date set by the court, the court will not hear the action to the corresponding extent of the claim.

Upon payment of a state fee, the act for which the state fee is paid must be indicated in the payment document. If a state fee is paid for another person, the name of that person will also be indicated. If after the filing of an application the court requests the payment of an additional state fee, the reference number set out by the court must also be indicated when paying the state fee via a credit institution.

The necessary and reasonable costs of a contractual representative are generally ordered to be paid by the party against whom the judgment is made. In order to have compensation for the costs of a contractual representative awarded, the payment of such costs does not have to be evidenced; an invoice issued for the provision of legal services is enough proof to receive compensation. The Code of Civil Procedure does not regulate the payment to be made to a contractual representative before the division and determination of procedural expenses by the court; this should be agreed between the provider of legal services and the person to be represented in the contract for legal services.

11 Can I claim legal aid?

Legal aid is granted to a participant in proceedings who is a natural person and who, at the time of filing the application for legal aid, has a residence in the Republic of Estonia or another EU Member State or is a citizen of the Republic of Estonia or another EU Member State. Residence is determined on the basis of Article 62 of Regulation (EU) No. 1215/2012 of the European Parliament and of the Council. Other participants in proceedings who are natural persons are granted legal aid only if this arises from an international agreement.

Legal aid is granted to the person requesting it if:

the person requesting legal aid is unable to pay the procedural expenses due to his or her financial situation or is able to pay such expenses only in part or in instalments; and

there is sufficient reason to believe that the intended proceedings will be successful.

Participation in proceedings is presumed to be successful if the application for the filing of which legal aid is requested sets out the grounds in a legally convincing manner and the facts support this. The importance of the case to the person requesting legal aid is also taken into consideration when evaluating the success of the person's participation in the proceedings.

A natural person is not granted legal aid if:

(1) the procedural expenses are not presumed to exceed twice the average monthly income of the person requesting legal aid calculated on the basis of the average monthly income of the last four months before the submission of the application less any taxes and compulsory insurance payments, amounts prescribed to fulfil a maintenance obligation arising from the law and reasonable expenses on housing and transport;

(2) the person requesting legal aid is able to cover the procedural expenses out of existing assets which can be sold without any major difficulties and against which a claim for payment can be made pursuant to the law;

With regard to legal persons, only non-profit associations or foundations entered in the list of non-profit associations or foundations benefiting from income tax incentives or non-profit associations or foundations equal thereto which have a seat in Estonia or another EU Member State have the right to apply for legal aid in order to achieve their objectives, provided that the applicants prove that they are applying for legal aid in the field of environmental or consumer protection or in any other predominant public interest in order to prevent potential damage to the legally protected rights of a large number of people and provided that they cannot be presumed to cover the costs out of their assets or that they are able to pay for such costs only in part or in instalments. The legal aid that other Estonian legal persons in private law may apply for is full or partial release from the payment of state fee on the appeal. Other foreign legal persons are granted legal aid only on the basis of an international agreement.

12 From which moment is my action officially considered to have been brought? Will the authorities give me some feedback on whether or not my case has been properly presented?

An action is considered to have been brought at the time when the action arrives at the court. This applies only if the action was served on the defendant at a later date. If the court refuses to accept the application for review, the court will not serve the action on the defendant. If the application conforms to the statutory requirements, the court will make a ruling and accept it for review. If the application does not conform to the requirements, the court will grant the plaintiff a deadline within which to correct it. The court will make a ruling on the acceptance of an application for review or on the refusal to do so or on the granting of a deadline for correction within a reasonable time. The court will inform the plaintiff of the acceptance of the application for review.

13 Will I have detailed information about the timing of subsequent events (such as the time allowed for me to enter an appearance)?

The court will notify the participant of the progress of the proceedings by administrative rulings. The court will set a deadline for the defendant to respond by an administrative ruling, which will also inform the defendant that the application for review has been accepted.

Last update: 30/03/2023

The national language version of this page is maintained by the respective EJN contact point. The translations have been done by the European Commission service. Possible changes introduced in the original by the competent national authority may not be yet reflected in the translations. Neither the EJN nor the European Commission accept responsibility or liability whatsoever with regard to any information or data contained or referred to in this document. Please refer to the legal notice to see copyright rules for the Member State responsible for this page.