MANUAL - Poland

for legal practitioners dealing with cross-border enforcement of civil claims

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This Manual is intended to help practitioners (primarily authorities in the field of civil enforcement) facing a foreign enforcement title. It offers answers to the most pressing issues faced in cross-border enforcement proceedings in a step-by-step manner, starting with the visual inspection and identification of the elements of the enforcement title. However, the Manual should only be used as an assisting tool in an unofficial capacity and cannot replace the scrutiny of regular inspection. The materials for this Manual have been sourced from national reports and other deliverables obtained within the EU-En4s project.

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1. Judgement

1.1 Headlines that form part of the judgement

The Polish Code of Civil Procedure does not explicitly set out the "headlines" of a judgement. There are two main parts of a judgement: the operative part and the reasoning part. The operative part of a judgement consists of *komparycja* (introductory part) and *tenor* (the court's adjudication on the claims of the respective parties).

Article 325 of the Code enumerates that the operative part of a judgement should include the name of the court, names of the judges, court reporter and prosecutor, if any, the date and place of the hearing of the case and the issuing of the judgement, names of the parties and the subject-matter of the case as well as the court's adjudication on the claims of the respective parties.

The introductory part of a judgement ("*komparycja*") consists of:

1. Reference symbol of files
2. Image of a crowned white eagle

Article 118 § 1 of the Regulation of the Minister of Justice of 18 June 2019 laying down rules concerning the operation of the common courts further specifies the content of a judgement. It says that at the top of the document there is an image of a crowned white eagle (the national emblem of the Republic of Poland).

3. Expression "JUDGEMENT IN THE NAME OF THE REPUBLIC OF POLAND"

A judgement contains the title "judgement"' ("*wyrok*") and a proclamation that the judgement is issued in the name of the Republic of Poland. Article 118 § 1 of the Regulation of the Minister of Justice of 18 June 2019 laying down rules concerning the operation of the common courts further specifies the content of a judgement, and indicates that after the word "judgement" the type of judgement should be clarified if it is required pursuant to separate provisions (e.g. "default judgement").

4. Date and place of issuance of the judgement

A judgement next specifies the date on which the case was considered and whether it was considered at a hearing or a closed-doors session, and the date on which a judgement was rendered.

5. Information on the court that rendered the judgement

e.g. 'Court of Appeal in Wrocław, I (1st) Civil Department' ['*Sąd Apelacyjny we Wrocławiu, Wydział I Cywilny*']

6. Enumeration of the names of the judges

A judgement must specify the court by including the name(s) of the judge(s) who rendered the judgement. Article 118 § 2 of the Regulation clarifies that the enumeration of the names of the judges shall include their first names and last names, preceded by the word "judge" or "judges", "court assessor", "lay judge" or "lay judges", and in cases of delegation of the judge an abbreviation "(*del.*)" after the word "judge". In practice, a judgement indicates not only first names and last names, but also the professional title of the judge, e.g. "Judge of Court of Appeal ['*Sędzia SA (Sądu Apelacyjnego*)'] Jacek Gołaczyński". In accordance with Article 118 § 2 of the Regulation, the name of the judge may

be followed by the annotation (rep.) ['*(spr.)*'], signifying the judge reporting the case. The above applies solely to judicial panels, which as a rule sit in cases concerning a second instance appeal against judgements or decrees. If a case is tried by a panel of judges, one of the judges will act as the presiding judge and a judgement will include an additional annotation: 'Presiding Judge – Judge of Court of Appeal Jacek Gołaczyński' ['*Przewodniczący SA Jacek Gołaczyński*'].

7. Name(s) of the court reporter and prosecutor (if any)
8. Subject-matter of the case and names of the parties of the proceedings

A judgement contains information on the parties to proceedings by specifying which party is the claimant and which party is the defendant, and what is the subject-matter of the case, e.g. a case initiated by a claim 'filed by Piotr Rodziewicz versus Maria Dymitruk for payment'. If a judgement constitutes a ruling with regards to a second instance appeal against a judgement of a court of first instance, a judgement must also include information that the appellate court considered a second instance appeal, e.g. filed by the claimant against a judgement rendered by Regional Court in Wrocław on [...] in case [...] – here the reference number of the files of the court of first instance is specified, e.g. 'I C 23/19'.

This introductory part of a judgement is followed by *tenor*, which contains the resolutions made by the court. Resolutions are formulated as concise items.

First, the court renders a verdict as to the principal claim of the party, and in closing renders a decision as to the costs of the trial and potentially renders a judgement to be provisionally enforceable. Judgements awarding claims are usually worded as follows: '[the court] awards the claimant with the amount of 100,000 PLN (say: one hundred thousand złoty) from the defendant, with statutory interest charged from [...] until the date of payment' [*'zasądza od pozwanego na rzecz powoda 100.000 zł (słownie: sto tysięcy złotych) z ustawowymi odsetkami od dnia [...] do dnia zapłaty']*. Until 07/11/2019, parties were unable to seek the award of interest on costs of trial, which currently is possible. Due to the above, if a party seeks the award of costs of trial with interest, a verdict as to such interest can be included in the court's resolution with regards to costs. Such a decision may be worded as follows: '[the court] awards the claimant with the amount of 5,400 PLN (say: five thousand and four hundred złoty) from the defendant in court costs, with statutory interest charged from the date of the judgement becoming final until the date of payment' *['zasądza od pozwanego na rzecz powoda 5.400 zł (słownie: pięć tysięcy czterysta złotych) tytułem zwrotu kosztów procesu wraz z ustawowymi odsetkami w wysokości odsetek ustawowych za opóźnienie od dnia uprawomocnienia się wyroku do dnia zapłaty'].*

In accordance with Article 324 § 3 of the Code of Civil Procedure, the operative part of a judgement shall be signed by all the members of the court. As a result, a judgement is signed by the entire judicial panel, even where a judge renders a dissenting opinion (*votum separatum*). In such an event, a note reading 'vs' is placed next to that judge's surname.

Unlike the operative part of a judgement, the reasoning is not obligatory. As a result, judgements do not have to contain a statement of reasons. As a general rule, the court will draw up a statement of reasons for a judgement or a decree only at the request of a party filed within 7 days of the announcement of the judgement or its service if it was rendered at a closed-doors hearing.

In contrast to the operative part, the reasoning part is marked by a separate headline in a judgement. Usually, the word Reasoning/Justification/Statement of reasons ("*Uzasadnienie*") is written in all capital letters. If the reasoning part is written, in accordance with Article 327 § 1 of the Code of Civil Procedure, it should contain:

1) the factual basis for the case resolution, namely the facts that the court considers to have been proved, evidence on which the court relied, reasons for which the court denied credibility and probative value to other evidence,
2) the legal basis for a judgement, including a reference to the relevant provisions of law.

Customarily, a reasoning of a first-instance judgement is subdivided into three parts: historic part (the court describes the course of proceedings), factual basis part (starting with the expression "*Sąd ustalił następujący stan faktyczny:*" ["*the court ascertained the following findings of fact:*"]), and legal basis part (starting with the expression "*Sąd zważył, co następuje:*" ["*the court considered the following:*"]).

According to Article 330 of the Code of Civil Procedure, in cases heard by a panel of three professional judges, a statement of reasons for a judgement shall be signed by the judges who participated in the rendering of the judgement (if any of the judges is unable to sign the statement of reasons, the presiding judge or the most senior judge shall state the reasons for such missing signature in the judgement), and a statement of reasons for a judgement issued in a case heard with the participation of lay judges shall be signed by the presiding judge only. If a dissenting opinion is given, the statement of reasons for the judgement shall be signed by the presiding judge and the lay judges.

Legal instructions are not part of a judgement, but they are appended to a cover letter concerning the service of the judgement.

1.2 Structural and substantive division/sequence of the Reasoning

The structure of a reasoning part is not exhaustively regulated in the legislation and is largely the product of many years of judicial practice. As already explained, customarily the reasoning of a first-instance judgement is subdivided into three parts: historic part, factual basis part, and legal basis part. These three parts are not marked by listings or by numbers.

The historic part, where the court describes the course of proceedings (including how the parties have presented their respective cases: the allegations of the claimant, and the defence raised by the defendant) is not preceded by any kind of headline, number, or explicit expression, and it occurs after the word "*Uzasadnienie*".

Then the factual basis part (with the description of the facts that the court considered to have been proved, evidence on which the court relied, reasons for which the court denied credibility and probative value to other evidence) starts with the words *"Sąd ustalił następujący stan faktyczny:"* ["The Court ascertained the following findings of fact:"]. This expression is usually written in bold.

Subsequently, the legal basis part (including the legal assessment of the dispute with a reference to the relevant provisions of law) begins with the expression *"Sąd zważył, co następuje:"* [“The Court considered the following:"]). Again, these words are usually written in bold. This part shall end with the reasoning concerning the costs of the proceedings.

There is no practice of subdivision of the above-mentioned parts into smaller sections.

1.3 Textual identification of the elements comprising the judgement

“the introduction of the judgement”: (komparycja)

“the operating part”: (tenor)

“the reasoning of the judgement”: (uzasadnienie)

“legal instruction”: (pouczenie)

1.4 Short description of the elements of the judgement

A judgment contains the title ‘judgment’ [‘*wyrok’*] and a proclamation that the judgment is issued in the name of the Republic of Poland. The judgment therefore has a solemn character, which is also intended to ensure respect for the judgment from parties to proceedings and state authorities, including enforcement agencies.

The judgment then contains information on the court that rendered the judgment, e.g. ‘Court of Appeal in Wrocław, I (1st) Civil Department’ *[‘Sąd Apelacyjny we Wrocławiu, Wydział I Cywilny’],* and the reference number of files of the case, prescribed in detail by provisions of regulations governing the operation of courts law – which take the form of a regulation issued by the Minister of Justice – and provisions of regulations governing the operation of court offices – which take the form of a direction issued by the Minister of Justice. Each department of each court of a given tier uses specific reference number. For example, the I Civil Department of a Court of Appeal uses reference numbers that begin with ‘I’, followed with the letters ‘A’, which means that the case is considered by a court of appeal (*sąd apelacyjny*) and ‘Ca’, which signify that the case is a civil case (C) and is being considered as a result of a second instance appeal against a judgment (a). If the court is reviewing an appeal against a decree issued by a regional court, i.e. a lower-tier court, the reference number of the files will read ‘I A Cz’, with the letter ‘z’ – signifying a second instance appeal against a decree [‘*zażalenie’*] – replacing the letter ‘a’ – signifying a second instance appeal against a judgment [‘*apelacja’*]. Other cases that do not concern second instance appeals against decrees or against judgments are recorded in the ‘Co’ register. Reference numbers assigned to civil trial cases in courts of first instance contain the letter ‘C’, while reference numbers assigned to trial commercial cases contain the letters ‘GC’.

The judgment also specifies the court by including the name(s) of the judge(s) who rendered the judgment. The first names and last names of judges and their professional titles are given, e.g. Judge of Court of Appeal [‘Sędzia SA (Sądu Apelacyjnego)’] Jacek Gołaczyński. The name may be followed by the annotation (rep.) [‘(spr.)’], signifying the judge reporting the case. The above applies solely to judicial panels, which as a rule sit in cases concerning a second instance appeal against judgments or decrees. If case is tried by a panel of judges, one of the judges will act as the presiding judge and the judgment will include an additional annotation: ‘Presiding Judge – Judge of Court of Appeal Jacek Gołaczyński’ [‘Przewodniczący SA Jacek Gołaczyński’].

The judgment next specifies the date on which the case was considered and whether it was considered at a hearing or a closed-doors session, and the date on which the judgment was rendered. Under Polish law, the announcement of a judgment may be adjourned by 14 days or up to a month in particularly complex cases or cases before accounting chambers. In such event, the judgment contains information on the date of the hearing and the date on which the judgment was announced. Judgments may be rendered at a closed-doors hearing if the case can be resolved after the parties to proceedings present a statement of claim, statement of defence and any additional preliminary submissions, and do not request for a hearing to be scheduled. In this event, the judgment specifies the date on which it was rendered and states that it was rendered at a closed-doors hearing. Default judgments include a clear annotation that they were rendered by default, i.e. pursuant to art. 339 Code of Civil Procedure.

The judgment contains information on the parties to proceedings by specifying which party is the claimant and which party is the defendant, and what is the subject matter of the case, e.g. a case initiated by a claim ‘filed by Jan Kowalski versus Jan Nowak for payment’. If the judgment constitutes a ruling with regards to a second instance appeal against a judgment of a court of first instance, the

judgment must also include information that the appellate court considered a second instance appeal, e.g. filed by the claimant against a judgment rendered by Regional Court in Wrocław on [...] in case [...] – here the reference number of the files of the court of first instance is specified, e.g. 'I C 23/19'.

This introductory part of the judgment is followed by the operative part ['*sentencja*'], which contains the resolutions made by the court. Resolutions are formulated as concise items.

First, the court renders a verdict as to the principal claim of the party, and in closing renders a decision as to the costs of the trial and potentially renders the judgment to be provisionally enforceable. Judgments awarding claims are usually worded as follows: '[the court] awards the claimant with the amount of 100,000 PLN (say: one hundred thousand złoty) from the defendant, with statutory interest charged from [...] until the date of payment' *['zasądza od pozwanego na rzecz powoda 100.000 zł (słownie: sto tysięcy złotych) z ustawowymi odsetkami od dnia [...] do dnia zapłaty'*]. Until 07/11/2019, parties were unable to seek the award of interest on costs of trial, which currently is possible. Due to the above, if a party seeks the award of costs of trial with interest, a verdict as to such interest can be included in the court's resolution with regards to costs. Such a decision may be worded as follows: '[the court] awards the claimant with the amount of 5,400 PLN (say: one hundred thousand złoty) from the defendant in court costs, with statutory interest charged from the date of the judgment becoming final until the date of payment' *['zasądza od pozwanego na rzecz powoda 5.400 zł tytułem zwrotu kosztów procesu wraz z ustawowymi odsetkami w wysokości odsetek ustawowych za opóźnienie od dnia uprawomocnienia się wyroku do dnia zapłaty'*]. In the case of judgments rendered by an appellate court (after considering a second instance appeal against a judgment of the court of first instance), which become final and effective on the date they are rendered, the deadline for the payment of such interest must be specified as the date falling 7 days after the date of rendering the judgment. Pursuant to art. 324 section 3 Code of Civil Procedure, the judgment is signed by the entire judicial panel, even where a judge renders a dissenting opinion (*votum separatum*). In such event, a note reading 'vs' is placed next to that judge's surname.

Decrees rendered in non-trial proceedings, payment orders rendered in prescriptive, summary and electronic summary proceedings do not include the solemn statement 'In the name of the Republic of Poland'. However, other components of the judgment discussed above remain the same.

Judgments, court decrees and payment orders as a rule do not contain a statement of reasons. The court will draw up a statement of reasons in exceptional circumstances, e.g. where it overturns a judgment of the court of first instance and refers the case back to be re-examined. The court will draw up a statement of reasons for a judgment or decree only at the request of a party filed within 7 days of the announcement of the judgment or its service if it was rendered at a closed-doors hearing. In the case of payment orders, after an objection is filed the payment order is rendered null and void or the court issues a judgment upholding or revoking the payment order in whole or in part, in regular proceedings.

1.5 Graphical separation of the elements of the judgement

The operative part of a judgment is composed of items and always follows the initial part, which is composed of the number and date of the judgment, information on the court rendering the judgment – including the judicial panel – and on the case. The operative part is followed by the signatures of judges who rendered the judgment. The statement of reasons is a clearly separate part of judgment and is not obligatory. In most cases, the statement of reasons is drawn up at a later time, at the request of a party to proceedings. If a statement of reasons for the judgment is drawn up, it is clearly separate from the judgment itself and follows the words 'Statement of reasons'. As regards the order, the

statement of reasons is always appended to the judgment and therefore follows the operative part and signatures of judges. Constituent parts of the statement of reasons are regulated in art. 327 (1). Code of Civil Procedure. Pursuant to provisions of this art., the statement of reasons must specify the factual basis for the resolution, including a description of facts that the court found to have been proven, evidence on which the court based its findings and reasons why it found other evidence to be unreliable and lacking evidentiary value, as well as an explanation of the legal basis for the judgment, citing the relevant provisions of law. Pursuant to art. 327 (1) section 2 Code of Civil Procedure, a statement of reasons for a judgment is to be drawn up in a concise manner. The outline of the content of the statement of reasons and its structure are a product of judicial practice, which as a rule must be consistent with the requirements resulting from the above-specified provision of law.

1.6 Specification of time-period in which the judgement must be performed

The time-period within which the obligation is to be fulfilled is specified only in exceptional cases. As a rule, it is possible to specify the deadline by which the debtor is required to fulfil the obligation. However, civil procedure does not include any regulations that would enable the court to specify in the judgment that the judgment will cease to be enforceable after the expiry of a certain period of time. A judgment that imposes an obligation, e.g. ordering the payment of a specific amount of money, must be complied with by the debtor after it becomes final and effective, and if the judgment is rendered provisionally enforceable – after the judgment is rendered and served on the debtor. At the debtor's request, the court may specify a different due date for the payment of the amount of money when it divides the amount to be repaid into instalments pursuant to art. 320 Code of Civil Procedure. The same rules for specifying a different time period for fulfilling an obligation may be included in a court decree in the matter of revoking joint ownership, dividing assets or dividing an estate, where deadlines for fulfilling obligations, such as making payments and contributions or handing over items are specified (art. 212 section 3 Code of Civil Procedure, art. 624 Code of Civil Procedure). The effect of specifying a time period or dividing the amount due into instalments is that rendering a writ of execution to a judgment in the part where a time period was specified will be possible only after that period of time expires. Commencing enforcement action as to an obligation in respect of which a time period for its fulfilment was specified will therefore be possible only after the time period specified in the judgment expires.

1.7 Identification of Parties

Provisions of civil procedure do not specify in detail how the parties to proceedings should be identified in the judgment. However, regulations stipulate that parties to proceedings must be identified in the submission that initiates the proceedings. The claimant is therefore required to identify itself in the action. If the claimant is a natural person who does not carry out business activity, they must specify their personal identification number (PESEL), and if the claimant does carry out business activity, they must specify their personal identification number (PESEL) or tax identification number (NIP, also used to register natural persons in the Central Register and Database of Business Activity – CEIDG). If the claimant is a legal person entered into the register of businesses of the National Court Register or the register of associations, other social and professional organisations, Health Care Institutions – it is required to specify its number in the National Court Register (KRS). The claimant is also required to specify information that will enable the court to determine the defendant's identification number. The court has access to a database with PESEL numbers of every Polish citizen and may determine the defendant's PESEL on its own based on information provided by the claimant. Of importance is the fact that when first contacting the court, e.g. when filing a statement of defence or objection against a payment order or default judgment, the defendant is required to provide their identification number.

In the judgment, the court usually describes both parties only using their names and surnames (in the case of natural persons) or names (legal persons, unincorporated legal entities). The court does not specify the parties' PESEL, NIP or KRS number. These numbers are specified only in the writ of execution, allowing enforcement officers, who also have access to PESEL, CEIDG and KRS databases), to again verify the identity of a given party and institute enforcement action against that person.

1.8 Indication of the amount in dispute

The amount awarded by the court is stated in the operative part of the judgment in numbers and in words, specifying the time period in which contractual interest – if stipulated in the contract – statutory interest for late payment or interest for delay in commercial transactions is to be charged, provided that a claim for the award of interest was made. If the claimant sought the award of a periodic obligation, the court indicates that the entire amount must be paid, but interest for late payment is charged on specific amounts due for specific periods, which is reflected in the operative part of the judgment.

1.9 Indication of the underlying legal relationship

Under Polish law, the operative part of the judgment itself does not precisely specify the underlying legal relationship that led to the award of the obligation. The above circumstances are described in the statement of reasons for the judgment, if one was drawn up. However, as noted above, every judgment, decree, payment order contains information on the subject matter of the case, e.g. child maintenance, remuneration for work, legitime, compensation, general damages. Based on this, an enforcement officer is able to determine whether the case concerned e.g. an employment relationship. The same can be deduced from the name of the court that rendered the decision (e.g. 4th Department of Labour and Social Security), the family court has jurisdiction over cases concerning maintenance (3rd Department of Minor and Family Affairs). Enforcement officers are therefore able to glean information on the nature of the claim based on the operative part of the judgment itself and based on this ascertain whether there is any basis for limiting enforcement action.

1.10 Information contained in the operative part

No data was provided.

1.11 Existence of a threat of enforcement

Under Polish law, no information or legal instruction is included in the operative part of the judgment or the statement of reasons, in particular concerning the possibility of initiation of enforcement proceedings by the creditor or *sua sponte.* Decisions in the operative part contain only the description of the obligation that the debtor must perform, without specifying the consequences of failing to do so.

1.12 Final specification of debt

The court specifies the obligation to be performed, e.g. to hand over the real property located at 123 Mickiewicza street in Wrocław, recorded in land and mortgage register no [...], kept in the custody of District Court for the district of Wrocław-Krzyki. In the case of a monetary obligation, the due amount is specified in numbers and words, and an obligation to pay interest may be imposed (if interest is contractual, the court determines the interest rates, the date from which they are due and the principal amount; if interest is statutory, the interest rate is not specified and the enforcement agency is responsible for calculating these matters). There are obligations that the enforcement agency cannot

further particularise, e.g. obligations involving the duty to perform a specific action (make a declaration of intent, publish this declaration in the press, etc.). However, where the court awards a specific amount of money in a foreign currency, the enforcement officer is responsible for converting this amount into Polish złoty in the course of enforcement proceedings.

1.13 Partial rejection of a claim

If the court examining the case finds that the claimant's claim is fully or partially invalid, the court will wholly or partially dismiss the action and render a decision as to the costs of the trial, if the defendant has incurred such costs and is requesting the court to award their reimbursement from the claimant. Depending on a specific decision, the operative part of such a judgment may be worded differently. If the court dismisses the action in whole, the operative part will read as follows:

1. " [the court] dismisses the action;
2. [the court] awards the defendant 450 PLN from the claimant in reimbursement of costs of the trial".

If the court only partially dismisses the action, the operative part of the judgment will usually read as follows: '[the court] awards the claimant 50,000 PLN [say: fifty thousand złoty] from the defendant and dismisses the remaining claims of the action'. Depending on practice and the court, if an action is partially dismissed, the decision of the court may be divided into two items in the operative part of the judgment or the entire decision may be included in a single item of the operative part. There are no rules that would regulate in detail how to formulate the operative part of the judgment in such circumstance, it depends on the practice followed by a given judge.

1.14 Set-off of a claim

The judgment of the court does not include any remarks as to whether a set-off was granted or refused. This issue is discussed only in the statement of reasons for the judgment if one was drawn up.

Under Polish law, a set-off of the amount due to the defendant against the amount sought by the claimant in the claim is allowed. Currently (from 07/11/2019), claims for a set-off have been significantly limited and may only be sought with regards to amounts resulting from the same legal relationship (art. 203 (1) Code of Civil Procedure), unless the amount due is not contested by the parties or its existence is confirmed by a document that did not originate solely with the defendant. Claims for a set off must be raised no later than on the date of the commencement of a dispute as to the essence of the case by the defendant or within two weeks of the due date of this amount due. Raising such a claim requires meeting all formal requirements, such as bringing an action and paying the requisite fees. Similar restrictions as to the ability to raise claims for set-off were implemented pursuant to the above amendment of the act in summary and commercial proceedings, which means that the defendant will not always be able to invoke this mechanism in examination proceedings. Therefore, the defendant may request revoking the enforceability of an enforcement title pursuant to art. 840 Code of Civil Procedure if the defendant's claim for a set-off was not resolved during the trial due to procedural reasons, by demonstrating that as a result of a set-off, the amount due no longer exists in whole or in part.

1.15 References to the Reasoning found within the operative part

The operative part does not contain any elements of the statement of reasons, including provisions that served as the legal basis for the judgment.

1.16 Wording used to mandate performance

Under Polish law, the operative part of the judgment specifies the obligation that the debtor is required to fulfil. Where the court orders the defendant to pay a specific amount of money, the wording used is '[the court] awards the claimant from the defendant'; where the obligation involves certain behaviour, the court orders the defendant to perform a specific action, e.g. '[the court] orders the defendant to hand over the car to the claimant'.

An obligation involving the cessation of specific behaviour by the debtor is formulated by the court by specifying what behaviour the defendant is to cease, e.g. '[the court] orders the defendant to cease disturbing the claimant's peace'; an obligation involving the acceptance of a specific situation *(pati, prestare)* will be worded as '[the court] orders the defendant to refrain from any actions interfering with the claimant's right to pass through the defendant's land property'.

1.17 Reciprocal claims

Polish law provides for enforcement titles that include a condition that the debtor's performance is dependent on the claimant's counter-performance. They also include enforcement titles that impose an obligation to perform simultaneous obligations (art. 488 of Civil code) and enforcement titles making the debtor's performance dependent on the earlier performance of an obligation by the creditor (art. 490 of Civil code). In such event, the court specifies in the operative part of the judgment that the parties should perform their obligations simultaneously or that the debtor is to perform its obligation after the creditor performs its obligation. The operative part may for example be worded as follows: '[the court] awards the claimant the amount of 132,000 PLN from the defendant, ordering the claimant to simultaneously hand over the abode located in P. on [...] street and pay the amount of 14,019 PLN, with statutory interest charged from 20 November 2011'.

1.18 Indication of interest (rates)

Regulations do not directly specify how to phrase resolutions concerning interest. However, the method used to award interest depends on the type of interest to be awarded. In the case of contractual interest (art. 359 section 1 of Civil code), the court should specify the rate of interest agreed between the parties in the operative part of the judgment. In the case of interest charged for a delay in fulfilling a financial obligation and interest due on the principal amount, Polish law stipulates a statutory rate of this interest and it is sufficient to include the passage 'with statutory interest for delay' in the operative part in the judgment – the enforcement officer will be able to calculate the amount of statutory interest due for delay (art. 481 section 2 of Civil code) or interest due on the principal amount (art. 359 section 2 of Civil code). The same rules apply to interest for delay in commercial transaction, the rate of which is announced pursuant to art. 11c of the act of 08/03/2013 on preventing excessive delay in commercial transactions.

Interest may be awarded for open-end or closed-end periods. The start and end dates for charging interest may be specified as specific calendar dates or as specific events that can be placed on a specific date. They may include past or future periods (if interest is awarded for an open-end period).

An example of the wording of an operative part of a judgment dealing with interest:

- '[the court] awards the claimant contractual interest from the defendant, charged at a rate of 3.5% per annum on the amount of 50,000 PLN from 05/05/2018 until 31/03/2020';
- '[the court] awards the claimant statutory interest for late payment from the defendant, charged on the amount of 50,000 PLN from 05/05/2018 until the date of payment';

- ‘[the court] awards the claimant statutory interest from the defendant, charged from the day following after the day of service of an authenticated copy of the statement of claim’;
- ‘[the court] awards the claimant interest for delay in payment in commercial transactions from the defendant, charged from 31/03/2018 until the date of payment’.

1.19 Legal ramification for incomplete, undetermined, incomprehensible or inconsistent operative part

If the operative part of the judgment is incomplete (it does not contain all the elements that were included in the statement of claim), a party may file a request for complementing the judgment within 14 days of the date of the judgment’s announcement at a hearing, or within 14 days of service of the judgment if the judgment was rendered at a closed-doors session. If the scope of the request includes only a decision as to the costs of the trial or the immediate enforceability of the judgment, the court may render a decree to complement the judgment at a closed-doors session. The decree issued in this matter may be appealed.

If the judgment is inconsistent or incomprehensible, a party may at any time request for an interpretation of the judgment and the court will then clarify the meaning of its decision. If there are scrivener’s errors, calculation mistakes or other obvious mistakes in the operative part of the judgment, the court may amend the judgment *sua sponte* or at the request of a party. Amending the judgment may not take the place of means of recourse, i.e. may only concern obvious mistakes, e.g. where the court mistakenly specified the party entitled to receive a payment, there is a spelling error in the name of one of the parties, etc., e.g. ‘the court awards the claimant the amount of 50,000 PLN (say: fifty thousand złoty) from the claimant’.

The fact that the judgment is incomplete may not constitute a basis for filing a means of recourse, as there will be nothing to appeal against. A means of recourse may be filed only where a court ruled as to the merits of a given issue, which is impossible if the court issues an incomplete judgment that omits the issue.

Amending the judgment is not meant to be used for correcting errors with regards to the application of substantive or procedural law, but in practice it’s not always easy to define what type of mistake (inaccuracy) we are dealing with in a given case. There is a trend in case law that speaks in support of keeping a narrow scope of situations where amending a judgment is possible, postulating that judgments should not be amended in a way that modifies the decision as to the merits of the dispute through changing the amounts awarded by the court or determinations made in the judgment, as well as a trend in favour of a broader perspective on this mechanism.

If a judgment is incomprehensible or contains an obvious mistake, its enforcement may not be possible. Enforcement officers are bound by the particulars of the judgment and may not interpret the judgment in case of doubts or amend obvious mistakes, as this lies solely within the competences of the court that examined the case.

1.20 Legal effects of the Reasoning of the judgement

Under Polish law, only the operative part of the judgment is binding with regards to *res judicata*. Opinions expressed by the court in the statement of reasons (written or oral) do not constitute *res judicata* but may be taken into account by other courts in other cases. Case law of the Supreme Court is of material importance for the binding effects of judicial decisions, as judgments of the Supreme Court issued in specific cases are binding on the court of lower instance that examines the case on which the Supreme Court deliberated. Where the Supreme Court adopts a resolution as panel of seven

judges or with the participation of all judges of the Civil Chamber, the judgment of the court binds on the parties to the trial, other courts and state authorities. Pursuant to art. 365 Code of Civil Procedure, a final judgment binds not only on the parties and the court that rendered the judgment, but also on other courts and public administration authorities, as well as other persons in circumstances provided for in the act.

1.21 Obtaining the res judicata effect

A judgment becomes *res judicata* when it becomes final. A judgment becomes final if no ordinary means of recourse is available or if no such means of recourse was filed within the statutory deadline.

1.22 Res judicata of negative declaratory relief

Polish civil procedure provides for the ability of seeking the determination of the existence or non-existence of a legal relationship or right. The action may therefore have a positive (for the determination of existence) or negative (for the determination of non-existence) character.

Action for the determination of a legal relationship or right may be granted if two substantive prerequisites are cumulatively met: the existence of a legal interest in the claim for granting legal protection through rendering a determining judgment, and the existence of a given legal relationship or right. The first of these prerequisites determines the effect of the action, deciding whether the examination and determination of veracity of the claimant's assertions is admissible. Demonstrating the existence of the second prerequisite is required for the action to be valid. The claimant is required to demonstrate both these prerequisites. Failure to demonstrate any of the prerequisites results in the dismissal of the action, as they constitute substantive and not formal prerequisites.

As regards the comment, Polish law does not provide for the ability to seek the determination of the existence or non-existence of an obligation if the party is entitled to a farther reaching claim, i.e. claim for payment.

1.23 Suspensive periods barring the enforcement of a judgement

Under Polish law, after a judgment is passed and becomes final and effective as a result of becoming final (a writ of execution is appended) or is rendered provisionally enforceable or enforceable by operation of law, the creditor may file an application with an enforcement agency to commence enforcement action at once, without having to request the debtor to voluntarily perform the obligation. To avoid enforcement action, the debtor should immediately contact the creditor and voluntarily perform the obligation. In this way, the debtor can avoid incurring additional costs related to enforcement proceedings.

2. Court settlements

2.1 Elements of a court settlement

The content of a settlement (the parties' declarations) shall be fully recorded in the minutes of a conciliation session (which is described in detail in the section 2.2 Formal requirements) and signed by all parties to the proceedings. If a party cannot sign the settlement, the court must include the reason for the lack of signature in the minutes. The settlement should specify precisely the claim pursued in the process and covered by the settlement as well as the scope and manner of its security and enforcement, with the exception that all pursued claims should be settled.

The content of the settlement must be clear and understandable for the parties as well as shall be capable of being enforced.

2.2 Formal requirements

In accordance with art. 185 Code of Civil Procedure, irrespective of the subject matter jurisdiction of the court, a motion for a summons to a conciliation session may be filed with a district court of general jurisdiction over the opposing party. The motion should briefly describe the facts of the case. Conciliation shall be conducted by a single judge. Minutes shall be taken from a conciliation session or, if the parties conclude a settlement agreement, the body of such agreement shall be noted in the minutes or in a separate document forming part thereof; the parties shall sign the agreement. If the agreement cannot be signed, the court shall state so in the minutes.

2.3 Identification of Parties

There are no specific regulations on how the parties to a settlement should be identified. In practice, most often they are identified by first and last names in the case of natural persons and by names in the case of legal persons as well as organisational units without legal personality. In addition, for the avoidance of doubts, depending on the type of the party, the personal identification number (PESEL), the tax identification number (NIP) or the National Court Register number (KRS) should be indicated. Alternatively, another register number can be used, if an entity is subject to registration. For example, investment funds are not entered in the National Court Register but in a separate investment funds register (the so-called RFI) kept by the Circuit Court in Warsaw, VII Civil Family and Registry Department.

3. Notarial deeds

3.1 Prerequisites for enforceability

A notarial act is an enforcement order. In the Polish legal order only an enforcement title (Polish *tytuł wykonawczy*) – not an enforcement order (Polish *tytuł egzekuzyjny*) – constitutes the basis for enforcement. The enforcement title is an enforcement order with a writ of execution [alternatively: an enforcement clause] (Polish *klauzula wykonalności*) (Article 776 Code of Civil Procedure). The writ of execution is a court deed which includes the court statement that the writ entitles to execution and, if necessary, defines its scope. As a result, the execution authority cannot initiate execution actions on the basis of a notarial enforcement order without enforcement title (notarial enforcement order + writ of execution) having been submitted by the creditor.

In accordance with Article 781 § 2 Code of Civil Procedure, the writ of execution for a notarial enforcement order shall be issued by the district court (Polish sąd rejonowy) of general jurisdiction for the debtor (as a general rule – the court in the place of residence of the debtor). Where this general jurisdiction cannot be determined, a writ shall be issued by the district court with jurisdiction over the geographical area in which the execution is to be commenced or, if the creditor intends to commence execution abroad, the district court with jurisdiction over the geographical area in which the order was issued. The writ of execution is issued at the request of the creditor. Applications for a writ of execution shall be adjudicated by the court immediately, in no case later than within three days from the day on which they are filed (Article 781 (1) Code of Civil Procedure).

Pursuant to Article 786 § 1 Code of Civil Procedure, if enforcement of an enforcement order depends on an occurrence which should be proven by the creditor, the court shall issue a writ of execution after proof of that occurrence has been submitted in the form of an official document or private document

bearing an officially certified signature. This shall not apply when enforcement depends on a simultaneous reciprocal obligation, unless the debtor's obligation is by a declaration of intent.

The issuance of a writ of execution depends on the following conditions:

- the notarial act complies with formal requirements,
- the time limit for the performance of the obligation has expired,
- the event that gave rise to the proceedings has occurred,
- the time limit for the creditor to apply for a writ of execution for the act has not expired.

In accordance with Article 782 (1) § 1 Code of Civil Procedure, the court shall refuse to issue a writ of execution if:

1. on the basis of the circumstances of a given case, it is obvious that the application for a writ of execution is contrary to law or whose purpose is to bypass law,
2. the circumstances of a given case and the content of an enforcement order suggest that the claim covered by the enforcement title is subject to limitation, unless the creditor presents a document stating that the course of limitation was interrupted.

As a general rule, after a writ of execution is issued, it is served on the creditor (Art. 794(2) § 1 Code of Civil Procedure).

3.2 Special clause

The content of the writ of execution is determined by the Regulation of the Minister of Justice of 6 April 2014 on the content of the writ of execution (Journal of Laws of 2014, item 1092). Pursuant to § 1 of the Regulation, the content of the writ of execution shall be as follows: “In the name of the Republic of Poland, (date), [District] Court in ... acknowledges that the title entitles to enforce in whole/in part ..., and orders all organs, agencies and other persons who may be affected to execute provisions of the title, and – when legally called for – render assistance” (Polish “*W imieniu Rzeczypospolitej Polskiej, dnia ... Sąd ..... w ..... stwierdza, że niniejszy tytuł uprawnia do egzekucji w całości/w zakresie ..... oraz poleca wszystkim organom, urzędom oraz osobom, których to może dotyczyć, aby postanowienia tytułu niniejszego wykonały, a gdy o to prawnie będą wezwane, udzieliły pomocy”*). In accordance with § 4 of the Regulation, the content of the writ of execution shall also include:

1. the registration number in the Universal Electronic System for Registration of the Population (PESEL) or taxpayer ID number (NIP) of the creditor and the debtor who are natural persons, if they are obliged to have one or if they have one even without being obliged to, or
2. the registration number in the National Court Register (KRS) or, if unavailable, the number in another relevant register or taxpayer ID number (NIP) of the creditor and the debtor who are not natural persons and are not obliged to be entered in a relevant register, if they obliged to have one.

Normally, when a writ of execution for a court enforcement order is issued, it takes the form of a printed or stamped clause affixed to an enforcement order (the writ of execution is entered in an enforcement order – Article 783 § 1 (1) Code of Civil Procedure). In the case of a notarial enforcement order, the situation is different. When a writ of execution for a notarial enforcement order is issued, it takes the form of a separate document – a court decree (Polish: *postanowienie*).

According to Article 783 § 1 Code of Civil Procedure, a writ of execution identifies the enforcement order and, if need be, specifies the benefit subject to execution and the scope of execution, and

determines whether the order is enforceable as final and non-appealable or as immediately enforceable. A writ of execution contains a provision to the effect that the enforcement order authorises enforcement. It is signed by a judge or court clerk (Article 783 § 1(1) Code of Civil Procedure).

Unless otherwise provided for by specific regulations, the court issues a writ of execution for an enforcement order involving payment in a foreign currency and obliges the enforcement officer to convert the awarded amount to Polish currency according to the mid-market exchange rate of the foreign currency issued by the National Bank of Poland on the day when the money allocation plan is made or, when no plan is made – on the day of payment of the amount to the creditor (Article 783 § 1 Code of Civil Procedure).

A writ of execution contains a provision to the effect that the enforcement order authorises enforcement. It is signed by a judge or court clerk (Article 783 § 1(1) Code of Civil Procedure).

An exemplary writ of execution for a notarial act reads as follows:

File No II Cz 138/15

DECREE

Kalisz, May 19, 2015

Regional Court in Kalisz, II Civil Department of Appeal composed of:

Chair: Regional Court Judge Wojciech Vogt

Judges: Regional Court Judge Barbara Mokras

Regional Court Judge Janusz Roszewski (rapporteur)

after hearing in camera on May 19, 2015 in Kalisz

the case on petition of R.S.

with the participation of J.R and Z.R.

for issuing a writ of execution for a notarial act

as a result of the applicant's complaint

against the decision of the District Court in Kępno of October 10, 2014, file No I Co 329/14

d e c i d e s t o:

1. issue a writ of execution for the notarial act of December 20, 2013 drawn up before the notary K.S. operating his/her notary office in J., street ..., Repertory A No 1404/2013, in the interest of the creditor R.S. against the joint and several debtors J.R. and Z.R. within the scope of the obligation set out in § 2, i.e. the payment of:
   - 13.200,00 PLN at the latest on 19 January 2014,
   - 13.200,00 PLN at the latest on 19 February 2014,
   - 123.200,00 PLN at the latest on 19 March 2014,
2. issue a writ of execution for the notarial act of December 20, 2013 drawn up before the notary K.S. operating his/her notary office in J., street ..., Repertory A No 1404/2013, in the interest of the creditor R.S. against the joint and several debtors J.R. and Z.R. within the scope of the

obligation set out in §§ 9 – 11, i.e. surrendering immovable properties (Real-estate Register No ... and Real-estate Register No ...).

There is no significant difference in the writ of execution if the act refers to monetary or non-monetary claims.

3.3 Consent

There is no way that a notarial act including a voluntary submission to execution can be drafted without the debtor's consent. The debtor is 1) the party to the contract concluded in the notarial act form (in a typical case), or 2) the person who carried out the unilateral juridical act in the form of a notarial act (the case provided for in Article 777 § 2 Code of Civil Procedure). In the content of the notarial act, there is always a clause stating that the person submits to execution (Polish *poddawać się egzekucji*).

The notarial act must be read over by the notary (or by a person authorized to do so by the notary in his/her presence) before being signed. While reading, the notary ought to make sure that the persons involved understand the content and the meaning of the notarial act, and that the act is conformable to their will (Article 94 § 1 of the Notaries Law). The debtor signs the notarial act at the end of the document (see Article 92 § 1 subparagraph 8 of the Notaries Law).

The notarial act must first describe in detail the obligation. The clause in which the debtor submits to execution must be specific and concrete, but it can refer to previously described elements.

An exemplary notarial clause:

§...
Submission to execution on the basis of
Article 777 § 1 subparagraph 4 of the Code of Civil Procedure

... (*the debtor*) submits to execution directly on the ground of the act on the basis of Article 777 § 1 subparagraph 4 Code of Civil Procedure in favour of ... (*the creditor*) in terms of obligation under the tenancy contract of ... (date) to surrender the subject of the contract, i.e. the immovable property located in ... (city), cadastral parcel No ..., described in detail in paragraph 1 of the act, free from defects and encumbrances, no later than ... days after the date of expiration or termination of the contract.

Polish version:

§...
Poddanie się egzekucji na podstawie art. 777 § 1 pkt 4) k.p.c.

... (*dłużnik*) poddaje się egzekucji wprost z niniejszego aktu na podstawie art. 777 §1 pkt 4 kodeksu postępowania cywilnego na rzecz ... (*wierzyciel*) co do obowiązku wydania przedmiotu Umowy dzierżawy z dnia ... (data) - w postaci nieruchomości położonej w ... (miejscowość) składającej się z działki o numerze geodezyjnym ..., szczegółowo opisanej w § 1 niniejszego aktu, w stanie wolnym, w terminie ... dni od dnia wygaśnięcia lub rozwiązania Umowy dzierżawy.

3.4 Structure

The structure of a notarial act is regulated by Article 92 § 1 of the Notaries Law. According to this provision, a notarial act shall include the following elements:

1. date of drawing up the act (day, month and year), and if necessary or at the party’s request – starting time of drawing up the act (hour and minute) and the time of signing the act (hour and minute);
2. place of drawing up the act;
3. name and surname of the notary and the place of the notary's office;
4. in the case of natural persons: names, surnames, parents' names and the place of residence; in the case of legal persons and organizational entities not being legal persons: business name, registered office, name, surnames and the place of residence of persons who act as its organ, representative or agent and of other person who is present at the drawing up of the act;
5. parties' statements, if necessary with reference to documents presented by the parties;
6. at parties' request – assertion of facts and other essential circumstances that occurred during drawing up of the act;
7. affirmation of reading, acceptance and signing of the act;
8. signatures of persons participating in the drawing up of the act and persons present at the drawing up of the act;
9. signature of the notary.

Although Article 92 § 1 of the Notaries Law does not prescribe a specific sequence of the above-mentioned elements, customarily a notarial act consists of three parts:

1) the introductory part including: date and place of the drawing up of the act, name and surname of the notary, place of notary's office and presentation of the parties;
2) the main substantive part of the notarial act consisting of the declarations of the parties;
3) the final part (concerning notarial costs, extracts of the act, etc.) ending with signatures.

Substantive elements of the notarial act referred to in Article 777 § 1 subparagraph 4 Code of Civil Procedure:

1. identification of the debtor and the creditor;
2. debtor’s voluntary submission to enforcement;
3. precise definition of the debtor’s obligation (payment of a certain amount of money or provision of things of the type and quantity specified in the act, or surrendering an individual thing);
4. identification of the legal ground for the debtor’s obligation (the contract between the debtor and the creditor);
5. indication of the time limit for performing the debtor’s obligation or an event on which it is conditioned.

Substantive elements of the notarial act referred to in Article 777 § 1 subparagraph 5 Code of Civil Procedure:

1. identification of the debtor and the creditor;
2. debtor’s voluntary submission to enforcement;
3. precise definition of the debtor’s obligation (payment of a certain amount of money either directly determined in the act or expressed by means of a valuation clause);
4. indication of the event conditioning performance of the obligation;
5. indication of the time limit for the creditor to apply for a writ of execution for the act (after this deadline, the notarial act loses the status of an enforcement order, but it still may give rise to an issuance of an order for payment in the order for payment procedure on the basis of Article 485 § 1 subparagraph 1 Code of Civil Procedure).

Substantive elements of the notarial act referred to in Article 777 § 1 subparagraph 6 Code of Civil Procedure:

1. identification of the parties to the notarial act;
2. voluntary submission to enforcement made by the person, other than the personal debtor whose property, claim or right is mortgaged or pledged (the statement that he/she submits to execution against the mortgaged or pledged item in order to satisfy the monetary claim of the secured creditor);
3. precise definition of the creditor's monetary claim (certain amount of money either directly determined in the act or expressed by means of a valuation clause);
4. circumstances authorizing the creditor to commence the execution;
5. indication of the time limit for the creditor to apply for a writ of execution for the act.

In this case the execution is limited to the objects of the collateral.

3.5 Personal information

In accordance with Article 92 § 1 subparagraph 4 Notaries Law, a notarial act shall include the following information for the purpose of identifying the parties:

1. in the case of natural persons: names, surnames, parents' names and place of residence;
2. in the case of legal persons and organizational entities not being legal persons: business name, registered office, name, surnames and the place of residence of persons who act as its organ, representative or agent and of other person who is present at the drawing up of the act.

According to the resolution of the Supreme Court dated 26 June 2017 (file ref. No. III CZP 10/17), when identifying the parties, the notarial enforcement order should identify them at least as well as a court judgment does, because in this case a notarial act substitutes for a court judgment. This means that the notarial enforcement order should precisely identify its parties, and the notarial act cannot be drawn up as a ‘bearer document' (without identification of the creditor).

Taking the above into consideration, it should be concluded that the parties to the notarial enforcement order should be identified as indicated in Article 92 § 1 subparagraph 4 Notaries Law. When a writ of execution for a notarial enforcement order is issued, one more piece of identifying information is added:

1. the registration number in the Universal Electronic System for Registration of the Population (PESEL) or taxpayer ID number (NIP) of the creditor and the debtor who are natural persons, if they are obliged to have one or if they have one even without being obliged to, or
2. the registration number in the National Court Register (KRS) or, if unavailable, the number in another relevant register or taxpayer ID number (NIP) of the creditor and the debtor who are not natural persons and are not obliged to be entered in a relevant register, if they are obliged to have one (§ 4 of the Regulation of the Minister of Justice of 6 April 2014 on the content of the writ of execution).

Notaries as obligated institutions within the meaning of Article 2 of the Act of 1 March 2018 on counteracting money laundering and terrorist financing (unified text: Journal of Laws of 2019, item 1115) are obliged to apply customer due diligence measures towards their customers (Article 33 of the Act). Pursuant to Article 34 paragraph 1 of the Act, customer due diligence measures comprise, among others:

1. identification of a customer and verification of its identity,
2. identification of the beneficial owner and undertaking justified measures in order to:
    a. verify its identity,
    b. define the ownership and control structure – in the case of a customer being a legal person or an organisational unit without legal personality.

Notaries shall identify a person authorised to act on behalf of the customer and verify his/her identity as well as authorisation to act on behalf of the customer while applying the customer due diligence measures referred to in paragraph 1(1) and (2). Within the scope of application of the Act, in accordance with Article 36, notaries are obliged to include in the notarial act the following information about parties:

1. in case of a natural person:

a. name and surname;
b. citizenship;
c. number of the Universal Electronic System for Registration of the Population (PESEL) or date of birth in the case a PESEL number has not been assigned, and the state of birth;
d. series and number of the document confirming the identity of the person;
e. residence address in case of availability of such information to the obligated institution;
f. name (company), tax identification number (NIP) and address of the principal place of business in the case of a natural person pursuing economic activity.

2. in a case of a legal person or an organisational unit without legal personality:

a. name (enterprise);
b. organisational form;
c. address of the registered office or address of pursuing the activity;
d. taxpayer ID number (NIP), and in the case of unavailability of such a number – the state of registration, the commercial register as well as the number and date of registration;
e. identification data referred to in subparagraph 1 (a) and (c) of a person representing such a legal person or organisational unit without legal personality.

Pursuant to Article 37 of the Act, the verification of identity shall be based on confirmation of determined identification data based on a document confirming the identity of a natural person, a document containing valid data from the extract of the relevant register or other documents, data or information originating from a reliable and independent source.

When a notarial act constitutes the basis for an entry in a land and mortgage register, it should also include additional information about legal persons necessary under implementing rules for the Act of 6 July 1982 on land and mortgage registers and on mortgage (unified text: Journal of Laws of 2019, item 2204), i.e. registration number in the National Court Register (KRS) and identification number issued in the national business register pursuant to the public statistics regulations (REGON number).

Although it is not mandatory, notaries often include the following information about the parties:

- names actually used by the parties,
- identity card (or passport) number and its expiry date.

3.6 Obligations contained in attachments

An attachment to a notarial act is an integral part of the act. Considering the above, there are no theoretical contraindications to contain debtor's obligations in the attachment to the notarial act. This approach is supported in legal scholarly literature (see A. Sadowski, 'Załączniki do aktu notarialnego', 9 Rejent (2008), p. 112 – 121). An attachment to a notarial act can incorporate legal obligations as long as two conditions are met: 1) within the text of the act there is a direct reference to the attachment, and 2) the attachment is initialled by the notary and the parties. An entirely different view on this issue (that the content of the attachment to the notarial act is not an integral part of the act) is also expressed in the doctrine (see S. Kulusiński, 'Prawo o notariacie – uwagi wizytatora', 1 Nowy Przegląd Notarialny (1999), p. 33), but this approach seems unconvincing.

On the other hand, when taking a pragmatic approach, it would be advisable to contain all elements of the voluntary submission to execution specifically within the text of the act. This would prevent any misunderstanding in the course of the issuance of a writ of execution by the court.

3.7 Conditional claims

Voluntary submission to execution may concern a future or a conditional debt (A. Marciniak, Comment on Article 777 of the Code of Civil Procedure, Nb 22, in A. Marciniak (ed.), Kodeks postępowania cywilnego. Tom IV. Komentarz. Art. 730 – 1095, C. H. Beck 2020). A future debt is debt made with the stipulation of a time limit. Conditional debt is debt made contingent on a future and uncertain event (condition).

It is also worth mentioning that in the case of the notarial act referred to in Article 777 § 1 subparagraph 4 Code of Civil Procedure, the debtor's obligation is clearly defined at the time of drafting the act. On the other hand, in the case of the notarial act referred to in Article 777 § 1 subparagraph 5 Code of Civil Procedure, the extent of the debtor's obligation is not yet known (P. Sławicki, Comment on Article 777 of the Code of Civil Procedure, in Piotr Sławicki and Paweł Sławicki, Postępowanie klauzulowe. Art. 776-795 k.p.c. Komentarz, Wolters Kluwer Polska 2019).