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Global Legal Group

The International Comparative Legal Guide to:

Litigation & Dispute Resolution 2008

A practical insight to cross-border Litigation & Dispute Resolution

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I. LITIGATION

1 Preliminaries

1.1 What type of legal system has Israel got? Are there any rules that govern civil procedure in Israel?

The Israeli legal system is a heterogeneous system, which is based upon Common Law, but which is also affected, to an extent, by the Continental System.

In its early days, the Israeli legal system was based upon the English Common Law, including parts of its Legislation. Over the years, the two systems drew apart, although the principle of precedent still governs the system in Israel. Today, the Israeli legal system, in the main, is based upon original Israeli Legislation as well as precedents, which are set by the Israeli Supreme Court.

The two main pieces of Legislation which govern civil litigation are the Courts (Consolidated Version) Act 5744-1984, which deals with the powers and jurisdictions of Courts and Judges (hereinafter: "the Courts Act") and the Civil Procedure Regulations 5744-1984 (hereinafter: 'the Regulations').

1.2 How is the civil court system in Israel structured? What are the various levels of appeal and are there any specialist courts?

Civil proceedings are heard in three main instances: the Magistrate Courts; the District Courts; and the Supreme Court. The Courts Act sets out what jurisdiction each Court holds, although the main distinction between the jurisdiction of the Magistrate Court and the District Court is the value of the claim filed.

The Magistrate Courts and the District Courts form a first instance for hearing claims but the District Courts also act as an Appeal Court for cases appealed from the Magistrate Courts. The District Courts additionally hear Administrative Claims filed by individuals and corporations against the Authorities.

The Supreme Court hears appeals from the District Court, when the latter sits as a first instance, and also sits as a High Court of Justice, exercising its authorities to grant relief for "considerations of justice", as well as to judicially review the activities of all Statutory Authorities.

In addition, there are a number of Special Courts, such as Family Courts, and Religious Courts, which have concurrent jurisdiction to hear certain family cases, Employment Tribunals, Local Municipal Courts and others.

1.3 What are the main stages in civil proceedings in Israel? What is their underlying timeframe?

The main stages in civil procedure are:

- Filing of a Claim.
- Filing of defence.
- Preliminary proceedings.
- Pre-Trial Review.
- Filing of Principal Evidence Affidavits.
- Cross Examination of witnesses.
- Filing the parties' written summations.
- Judgment.

The length of time required to complete a case is dependent upon the circumstances involved, but in the main, the size and complexity of the claim determine this. There are available faster tracks for trial such as:

- Fast Track Claim, which is available for claims involving amounts less than NIS 50,000 (aprox. US$ 12,000); and
- Summary Judgment Claims, which involve either monetary claims, supported by documentary evidence, claims involving Statutory Causes of Action, as well as eviction proceedings.

The average period of time in which a claim may be determined is 3 years.

1.4 What is your local judiciary's approach to exclusive jurisdiction clauses?

The Israeli Courts recognise the validity of Exclusive Jurisdiction Clauses, as long as they are clearly drafted to grant exclusive jurisdiction to a particular Court. Exclusive Jurisdiction must be pleaded at the first available opportunity.

1.5 What are the costs of civil court proceedings in Israel? Who bears these costs?

A statutory Court Fee of 1.25% of the value of the claim is due when a claim is filed and a further 1.25% is due prior to trial. In non-monetary claims there are specific fixed court fees. Legal fees are paid to Lawyers in addition thereto.

Commonly, the Court will condemn the unsuccessful party with the costs of the trial, together with legal fees. A costs Order is made at the end of proceedings and often will not realistically reflect the expenses borne by the successful party.

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1.6 Are there any particular rules about funding litigation in Israel? Are there any contingency/conditional fee arrangements? Are there rules on security for costs?

In most areas of law, legal fees are freely agreed between client and Lawyer. Fees are set out in a fee agreement and may be calculated in one of several options: a) hourly rate; b) fees conditioned upon progress made; and c) fees, conditional upon success, and based upon percentage of final award. In some matters an upper cap is applied by law onto legal fees. Turning to security of costs, litigants may, where there is substantial concern that claimants may be unable to meet a Costs Order and where the claimant is a company, apply for an Order for security of costs.

2 Before Commencing Proceedings

2.1 Are there any pre-action procedures in place in Israel? What is their scope?

In the majority of cases, there is no duty to conduct pre-action procedures prior to commencing proceedings, although in practice, pre-trial negotiations are always welcome by the courts.

2.2 What limitation periods apply to different classes of claim for the bringing of proceedings before your civil courts? How are they calculated? Are time limits treated as a substantive or procedural law issue?

Limitation is a procedural matter and is not part of the substantive trial. It is regulated by the Prescription Act 5718-1958. The defendant must plead limitation at the first opportunity and failure to do so would cause the plea to be struck out. The Limitation period is computed from the date upon which the cause of action has been created.

The Limitation period in civil proceedings, is normally 7 years. There are particular matters, where the Limitation period is different.

3 Commencing Proceedings

3.1 How are civil proceedings commenced (issued and served) in Israel? What various means of service are there? What is the deemed date of service? How is service effected outside Israel? Is there a preferred method of service of foreign proceedings in Israel?

Civil Proceedings are commenced by the filing of a claim, together with a designated cover form. The plaintiff serves the defendant with the documents set out in the Regulations, normally the Statement of Claim, together with all attachments and a Summons determining the return date upon which the defendant must serve his defence (hereinafter: the "Pleadings").

A condition to the Court being able to entertain the claim is that the claim has been duly served upon the defendant in one of the following qualifying ways:

- by a court Official, or a person authorised by the court;
- by lawyer or someone on his behalf;
- by mail; or
- by fax.

In general, the Israeli courts assume international jurisdiction over defendants abroad, by effecting service thereon.

A foreign defendant who is present in Israel is subject to the jurisdiction of the Israeli courts and this requires a physical or constructive (lawyer or attorney-in-fact) presence of the defendant, or his family within the jurisdiction.

When it is impossible to serve a foreign defendant in Israel, the plaintiff must apply for leave to serve outside the jurisdiction. There are three main conditions which must be satisfied for an Order to be made:

- Satisfaction of one of the alternatives, set out in Regulation 500 - e.g. the defendant resides in Israel; holds real estate assets in Israel; the claim involves a contract that was entered into in Israel; the act or omission claimed occurred in Israel; the claim involves the enforcement of a foreign judgment; and others.
- The existence of a good cause of action.
- The exercise of judicial discretion - the court may refuse an application for reasons of *forum non-conveniens*.

3.2 Are any pre-action interim remedies available in Israel? How do you apply for them? What are the main criteria for obtaining these?

Pursuant to the Regulations, in special circumstances, the courts have the power to grant interlocutory relief even before a claim is brought. An interim order may be given in urgent cases *Ex Parte*, where there is a substantial concern that if the defendant becomes aware of the application, he might act in a manner which might frustrate its effect.

An interim measure may include an attachment order, an order to prohibit the defendant from leaving the jurisdiction, seizure of assets, temporary receivership, injunctive relief and others.

The basic conditions to be met in a successful application for an Interim Order are:

- The Application must be supported with *prima facie* credible evidence to support the existence of a claim.
- Sufficient security must be deposited.
- The existence of particular conditions, relevant to the particular application.
- The court must be satisfied that the damage to the applicant if the order is refused will exceed the damage if it is granted.

3.3 What are the main elements of the claimant's pleadings?

The main elements in the claimant's pleadings are:

- Details of the Parties.
- The cause of action - the Pleadings must set out clearly and concisely the facts giving rise to the cause of action, and exhibit the relevant documentation.
- Remedies sought.
- The sum claimed, including interest.

3.4 Can the pleadings be amended? If so, are there any restrictions?

Any party may apply for leave to amend the Pleadings. Commonly, the courts take a liberal approach to motions for leave to amend, especially in early stages of the trial process.

The Courts have the power to allow an amendment at any stage of the proceedings. However, the later a litigant is in making an application without good cause for the delay, the less his prospects of securing leave to amend.

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4 Defending a Claim

4.1 What are the main elements of a statement of defence? Can the defendant bring counterclaims/claim or defence of set-off?

The defence must include a concise reply to all claims set out in the particulars of a claim. In general, a claim which is not denied would be regarded as admitted and it would not be necessary for the claimant to prove it.

The defence should refer to all the pleas set out in the particulars of the claim. Such reference may include:

A. An admission of the plea.

B. Denial, setting out a factual concise account of the cause for the denial.

C. Denial for lack of knowledge of existence of a particular fact.

A claim for an offset may be brought by a defendant within the defence.

Where there is cause, a counterclaim may be brought within the defence, pursuant to the rules set out in the Regulations.

4.2 What is the time-limit within which the statement of defence has to be served?

A defence must be filed within 30 days from the date of service of the claim, or within a longer period, if so ordered by the court. Extensions may be agreed between Lawyers, in which case, an application by consent must be made to the court.

4.3 Is there a mechanism in your civil justice system whereby a defendant can pass on liability by bringing an action against a third party?

A defendant may give a third party notice within a defence filed. This means that a third party is joined into the proceedings by the defendant, for the matters set out in the claim brought against it.

Third party notices may be given in one of the following cases:

- The defendant claims entitlement to be indemnified by the third party.
- The defendant claims entitlement to the same remedy sought, from the third party.
- The outstanding matters between the defendant and the third party are, in essence, the same matters as between the claimant and the defendant.

4.4 What happens if the defendant does not defend the claim?

Where a defendant fails to defend the claim, the court would grant a judgment in default of a defence, based only on the particulars of the claim filled. The defendant would not be summoned to a hearing on the application for a judgment in default, even if the claimant is directed to prove his claim. However, the court may order the summons of the defendant in special cases.

4.5 Can the defendant dispute the court's jurisdiction?

A defendant may challenge the jurisdiction, if the claim was wrongly brought before that court. A defendant, who was served with a claim as set out in question 3.1 above, has two possible options to follow. Firstly, he may apply to strike off the leave given to serve him out of the jurisdiction and secondly, he may challenge the jurisdiction of the court to hear the claim in his actual defence. The plea of disputing the jurisdiction of a court must be raised at the first available opportunity.

5 Joinder & Consolidation

5.1 Is there a mechanism in your civil justice system whereby a third party can be joined into ongoing proceedings in appropriate circumstances? If so, what are those circumstances?

The court may, upon the application of either of the parties, order the joining of a third party if such party should have been joined to the claim to begin with, if there is a cause of action against such third party and if joining the third party is necessary in order to allow the court to determine the claim efficiently and completely.

5.2 Does your civil justice system allow for the consolidation of two sets of proceedings in appropriate circumstances? If so, what are those circumstances?

Where several claims dealing with the same sets of facts or legal issues are being heard at the same court, the court may order the consolidation of such claims. Where a number of claims are heard by different courts but involve a common fundamental point, the court may stay one of the proceedings, pending the outcome of the continuing one.

5.3 Do you have split trials/bifurcation of proceedings?

Where one cause of action triggers multiple sought remedies, the claimant may claim them all or only part thereof. Where a remedy was not sought, it would not be possible to raise it again, unless leave of the court is granted to split the remedies. An application for leave to split the remedies may be made at any time, prior to a judgment being given. Where there are more than one causes of action, the claimant does not require leave of the court to split the claim and each cause of action may be claimed separately and determined independently.

6 Duties & Powers of the Courts

6.1 Is there any particular case allocation system before the civil courts in Israel? How are cases allocated?

The courts have case management units, which are responsible for the allocation of cases. There are a number of possible tracks - according to the value of claims and their subject. As indicated in question 1.3 above, a claim may be issued *ab initio* through the fast track procedure or in summary procedure, pursuant to the Regulations.

6.2 Do the courts in Israel have any particular case management powers? What interim applications can the parties make? What are the cost consequences?

The courts have wide case management powers for purposes of managing and determining a claim:

- Summon the parties in person.
- Joining or removal of parties.
- Order the issue of third party notices.

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- Order submission of further particulars on any matter set out at the pleadings.
- Order the reply of questions posed in a questionnaire.
- Order disclosure of the documents in the litigant's possession.
- Order accounts, enquiries and inspection of assets.
- Order the taking of a deposition outside the jurisdiction.
- Set procedural timetables.
- Grant interlocutory relief (as set out under question 9.1 below).

6.3 What sanctions are the courts in Israel empowered to impose on a party that disobeys the court's orders or directions?

The court has the power to strike out the pleadings of a party, who breached a court order, including failure to attend a hearing. The court also has power to order payment of costs against a party who is in breach of an order. In addition, the Contempt of Court Ordinance gives power to the court to impose a penalty of fine or imprisonment in order to compel such person to comply with its Order.

6.4 Do the courts in Israel have the power to strike out part of a statement of case? If so, in what circumstances?

The court has power to strike out part or the whole of a claim, on its own initiative, or upon application of the defendant.

Inter alia, the court may strike out part of the particulars of claim in the following cases:

- The matter is ignominious.
- The matter may interfere with the fair determination of the claim.
- The matter may complicate or prolong the claim.

6.5 Can the civil courts in Israel enter summary judgment?

Pursuant to the Regulations, a claimant may issue a claim by a summary procedure in a limited number of circumstances (question 1.3 above). This is a procedure in which the defendant is not automatically entitled to defend the claim (as is normal) and must apply to the court for leave to defend.

6.6 Do the courts in Israel have any powers to discontinue or stay the proceedings? If so, in what circumstances?

A claimant may apply to the court to discontinue a claim with a view to resuming it in the future. The court has power to grant the application, or refuse it, or condition the Order as it sees fit. The discontinuing of a claim does not constitute *res judicata* and the issue of a fresh claim for a similar cause of action is permissible.

7 Disclosure

7.1 What are the basic rules of disclosure in civil proceedings in Israel? Are there any classes of documents that do not require disclosure?

The parties must attach to their pleadings all substantive documents under their control.

Further, at the stage of disclosure each party must set out in an affidavit a list of substantive documents in its control and relevant to the claim. Disclosure also includes allowing the other side to inspect the documents on the list, if it so wishes.

Upon failure to disclose documents, the court has power to strike out the breaching party's pleadings, and documents which were not listed in the disclosure list are not permitted to be entered as evidence.

7.2 What are the rules on privilege in civil proceedings in Israel?

There are three main categories of privileged documents in civil proceedings:

- Attorney-client privilege, covering all communications between the client and the attorney (this equally applies to patent attorneys, doctors, psychologists, social workers and others).
- Legal documents privilege, covering all documents which were drafted as part of preparation for pending legal proceedings.
- "Without Prejudice" privilege, covering all verbal or documentary communications concerning negotiations for settlement.

As part of the disclosure process, the parties must set out which documents listed are privileged and such documents do not have to be disclosed.

A party who wishes to object to the disclosure of documents on the grounds of privilege should give notice thereof in the disclosure affidavit.

7.3 What are the rules in Israel with respect to disclosure by third parties?

As a rule, disclosure takes place only between the parties to the claim.

7.4 What is the court's role in disclosure in civil proceedings in Israel?

The court's main role at the disclosure stage is to facilitate disclosure by making various Orders, upon the application of the parties. The court does have power to make orders concerning disclosure at the pre-trial stage of its own initiative.

Further, the parties may apply to the court for an order directing a party to disclose a particular document in its control.

7.5 Are there any restrictions on the use of documents obtained by disclosure in Israel?

In Civil Appeal 632/77 Yosef Moskuna v Gideon Ma'or (33(2) Supr.Ct.321, 327-8), the court ruled that parties who have the advantage of an order for disclosure, may not make use of any document disclosed to them for any other purpose other than for litigating the claim and they may not pass onto others any information contained in such documents.

8 Evidence

8.1 What are the basic rules of evidence in Israel?

The approach taken by the court is the move from rules of admissibility to rules of weightiness, i.e., limiting the rules which disqualify evidence from being admitted, whilst duly considering

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concerns as to the credibility of the evidence. The concept of the "burden of persuasion" reflects the main duty of the Plaintiff, who has to prove his case. Being unsuccessful in lifting that burden would mean dismissal of the case.

8.2 What types of evidence are admissible, which ones are not? What about expert evidence in particular?

The types of admissible evidence, in general are:

- First hand knowledge of factual evidence.
- Expert evidence.

Absence of objection to the admissibility of inadmissible evidence shall be regarded as a waiver of the right to challenge its admissibility in court.

Expert evidence is subject to a number of conditions:

- the proof a matter arising at trial must require certain expertise;
- the area concerned must constitute an established area of expertise; and
- the expert witness himself must be suitably qualified.

8.3 Are there any particular rules regarding the calling of witnesses of fact? The making of witness statements or depositions?

The Regulations allow the court to order litigants that their evidence in chief be given by way of affidavits and indeed, this is common practice. Witnesses would be cross examined on their affidavits by the opposing party's lawyer.

Further, it is possible to apply to the court for an order, directing non-cooperating potential witnesses to give evidence in court.

8.4 What is the court's role in the parties' provision of evidence in civil proceedings in Israel?

The Courts have wide powers in the civil procedure to order disclosure, once a party has been asked to disclose and refused to cooperate (see question 7.4).

9 Judgments & Orders

9.1 What different types of judgments and orders are the civil courts in Israel empowered to issue and in what circumstances?

The court has an overriding jurisdiction to grant interlocutory relief and any other relief it deems fit in the circumstances.

The preconditions for the granting of any relief are:

- The existence of credible evidence proving the cause of action.
- The provision of a Personal Undertaking and posting of securities.
- The court will consider, inter alia, the balance of convenience, as well as considerations of good faith in lodging the claim.

The main categories of Orders and Decisions that the court may grant are:

- Temporary Attachment.
- "Mareva" Injunction.
- An Order to prevent a person for leaving the jurisdiction.
- Receivership.
- Anton Piller.
- Temporary Injunctions.

9.2 What powers do your local courts have to make rulings on damages/interests/costs of the litigation?

The court has the power to make costs orders as set out at question 1.5 above. The court does not have the power to order payment of compensation as part of the litigation process, but it may condemn a party who unduly prolonged the proceedings with costs in favour of the opposite side regardless of the outcome of the case.

A court which makes an order for the payment of interest, may set the rate of such interest payable on the legal fees and expenses it awarded. Where the court does not set the rate of interest, same will be determined pursuant to the provisions of the Determination of Interest and Linkage Act, 5621-1961.

9.3 How can a domestic/foreign judgment be enforced?

The Enforcement of Foreign Judgments Act, 5718-1958 regulates the registration and enforcement of foreign judgments. An Israeli court may declare a foreign judgment as enforceable, upon the satisfaction of the following cumulative preconditions:

- The court which entered judgment was competent in its jurisdiction to so do - it is sufficient for a person to agree to litigate before that court to make it so competent.
- The judgment is non-appealable.
- The order under the judgment can be enforced in Israel.
- The terms of the judgment do not contradict the public policy.
- The judgment is enforceable in the jurisdiction where it was given.

An application for enforcement of a foreign judgment must be made in writing within 5 years from the date of judgment, subject to exceptions set out in the Act.

9.4 What are the rules of appeal against a judgment of a civil court of Israel?

Where the Decision of the Court is final with respect to the relief claimed, the unsuccessful party may appeal within 45 days. Where the Decision is interim, the unsuccessful party may apply for leave to appeal within 30 days.

The instance which hears the appeal is always the higher one, i.e., an appeal from the Magistrate's Court is heard by the District Court and an appeal from the District Court is heard by the Supreme Court.

II. DISPUTE RESOLUTION

1 Preliminaries

1.1 What methods of dispute resolution are available and frequently used in Israel? Arbitration/Mediation/Tribunals/Ombudsman? (Please provide a brief overview of each available method.)

The main common alternatives in ADR are Arbitration and Mediation.

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Arbitration - Israeli courts will respect Arbitration clauses in agreements and will refuse to hear a claim brought by one of the parties to an Arbitration Agreement. The hearings in Arbitrations are often more relaxed, faster and more manageable by the parties. Commonly, the parties agree that the hearing would not be bound by the rules of evidence and procedure but be subject to the substantive law. Commonly, jurisdiction to grant interim relief is reserved to the courts. Notably, Arbitration Awards are not subject to appeal, apart from for very limited causes, which are set out in the law.

Mediation - the mediation process has become very popular in Israel in recent years and courts refer parties to mediation on many occasions. Mediation requires the parties' consent, although the courts often apply pressure on litigants to refer to a Mediator. The purpose of the procedure is to assist the parties to find a creative and effective resolution to the dispute, without being subject to the law or procedure. The Mediator does not have authority to determine the dispute and he is not empowered to make any orders. A significant advantage of the mediation procedure is that the information exchanged in the process is confidential and may not be disclosed.

1.2 What are the laws or rules governing the different methods of dispute resolution?

Arbitration - the Courts Act provides that the court may transfer a matter to Arbitration. The Act which regulates the Arbitration Procedure is the Arbitration Act, 5728-1968 and the Regulations thereunder.

Mediation - the Courts Act and the courts (Mediation) Regulations 5753-1993 provide the framework to mediation and regulate the powers of the Mediator and the rules of the procedure.

1.3 Are there any areas of law in Israel that cannot use arbitration/mediation/tribunals/Ombudsman as a means of dispute resolution?

Most commercial matters are subject to Arbitration, but not every matter is suitable for Arbitration. According to law, an Arbitration Agreement is rendered invalid if the subject matter of the dispute may not be the subject of agreement. Such matters are: criminal law matters; the status of a person as an employee; family law matters; and declarations regarding *IN REM* rights and other issues.

Similar rules are applicable to Mediation, although the matters that may be mediated are far wider.

2 Dispute Resolution Institutions

2.1 What are the major dispute resolution institutions in Israel?

Arbitration - the main leading institution in Israel is the Israeli Institute of Commercial Arbitration, established by the late Prof. Semadar Otollengi. The institute offers an appellate level on all awards.

Mediation - in Israel there are many mediation centres, acting, under the supervision of Advisory Committee on Mediation. The main institute is the David Rotlevi Bar Association's Centre for Mediation.

2.2 Do any of the mentioned dispute resolution mechanisms provide binding and enforceable solutions?

Arbitration Awards are binding and final, unless it has been agreed in advance that they may be appealed. In the absence of such agreement, it is only possible to apply to the court for an Order repealing the Award in rare circumstances, in order to limit the involvement of the court in Arbitration Awards, so long as no injustice is caused.

Turning to Mediation, when an agreement has been reached, the parties may apply to the court to give such agreement Judicial force.

3 Trends & Developments

3.1 Are there any trends in the use of the different dispute resolution methods?

Recently, a number of courts have developed new departments, designed to make the proceedings more efficient. The main measures are the Case Management Units and mediation is one of the favourite tracks therein. In general, a growing number of cases are resolved by reference to mediation.

3.2 Please provide, in no more than 300 words, a summary of any current issues or proceedings affecting the use of those dispute resolution methods in Israel?

The mechanism of appealing an Arbitration Award is not expressly mentioned in the Arbitration Act, despite the fact that it does not exclude the possibility, if the parties agreed such option in advance. Practice shows that appeals are less common in Arbitrations, which limits the prospects of correcting significant errors in the Award. The inability to correct substantive errors in Arbitration Awards, leads to the unsuccessful party making significant efforts to have the Award cancelled, despite the fact that courts rarely cancel Awards.

In order to improve the position in this important area, the Arbitration (Amendment - Appeal from an Arbitration Award) Bill, 5767-2006 has been submitted to the Legislature, which is designed to strike a balance between the wish to reach a quick and final resolution without intervention by the court and the need to ensure that no substantive errors or injustice in Arbitrations occur.

To that end, it is proposed to set a new procedure in law, by which the parties would be entitled to appeal an Arbitration Award to an Appellate Arbitrator, but without the need to apply to the Court for an Order, repealing the Award, thereby achieving the goal of making the Award final. The Bill provides that an unsuccessful party to Arbitration would be able to apply to the High Court of Justice for an Order reversing the appealed award, but that this would only be allowed by the Court in the rarest of occasions.

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Joseph Tamir recently became a Partner of Michael Shine, Tamir & Co. when the two firms merged at the beginning of 2007.
He was born Israel, 1966 and admitted to the Israel Bar in 1993.
Education: Jerusalem Hebrew University, LLB, Bar Ilan University, LLM.
Languages: Hebrew, English and French.
Mr. Tamir served as a member of the National Council and the Board of the Israel Bar-Association. He is additionally the author and editor of several law books in the field of commercial law. Tamir has extensive experience in litigation and handling commercial disputes, which was acquired at all court levels, as well as at arbitrations procedures.
Practice Areas: Litigation, Arbitration, Commercial law, Corporate Law, Property law.
Mr. Tamir manages the division of the firm's local practice.

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Shira Shine-Fried is a Partner in Michael Shine, Tamir & Co., which she joined in 1999. She was born Israel, 1973 and admitted to the Israeli Bar, after completing her articles, in 1999.
Education: University of Manchester (U.K), LLB; TEP.
Languages: Hebrew, English.
Shira acts as the Chairperson of the Trust Committee of the Israeli Bar Association.
Practice Areas: Commercial Law; International Taxation, Trust Law and Administration, Mergers & Acquisitions and Multi-national family asset structuring and planning.
Mrs. Shine-Fried manages the division of the Firm's international desk focusing on Mergers & Acquisitions as well as international taxation including fiscal civil litigation.

Michael Shine, Tamir & Co. was Founded by Michael Shine the Senior Partner of Michael Shine, Tamir & co., established in 1977. Recently the Firm merged with Joseph Tamir & Co., founded by the late Shmuel Tamir, former Minister of Justice. The Firm is a leader in Israel in offering an Anglo-Saxon *cum* internationally flavoured professional environment, coupled with a fully integrated local practice. The Firm services an international client base and specialises in matters involving multi-national interests or having multi-jurisdictional ramifications. Michael Shine, Tamir & Co. maintains a core practice in the areas of commercial law, mergers and acquisitions, real estate, inbound and outbound foreign investment transactions, succession and inheritance, family law and commercial litigation. Additionally, the Firm has developed a niche client base in the sphere of multi-national family asset protection and structuring.

A number of major law firms world-wide are represented in Israel by Michael Shine, Tamir & Co. and the firm handles litigious situations involving an Israeli element, as well as handling direct client situations in this area.

The firm's staff complement is 32, comprising 3 Partners, 11 Associates, a Compliance Officer, 2 Financial Managers, 3 paralegals, and a back-up administrative staff of 12.

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