



LEGAL NEWSLETTER

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Changes in Civil Judgment Enforcement under Decree No. 152/2024/ND-CP

Decree No. 152/2024/ND-CP ("**Decree 152**") continues to bring new changes and adjustments on civil judgment enforcement in Decree 62/2015/ND-CP ("**Decree 62**"), which was amended and supplemented by Decree 33/2020/ND-CP ("**Decree 33**") before. In this article, we discuss some changes related to the provisions on civil judgment enforcement in Decree 152.

1. More provisions on applying security measures and forcing civil judgment enforcement

Clause 5, Article 1 of Decree 152 supplements regulations on applying security measures and forcing civil judgments enforcement on securities assets as follows:

- For securities that are listed or registered for trading at stock exchanges:

The enforcement officer shall issue a decision to freeze securities and send it to the Vietnam Securities Depository and Clearing Corporation ("**VSDC**") and other agencies, organizations and individuals as prescribed in the Law on Civil Judgment Enforcement. Within 01 working day from the date of receipt of the enforcement officer's decision, VSDC shall freeze securities under the law on securities and send a notice to the civil enforcement agency and the depository member.

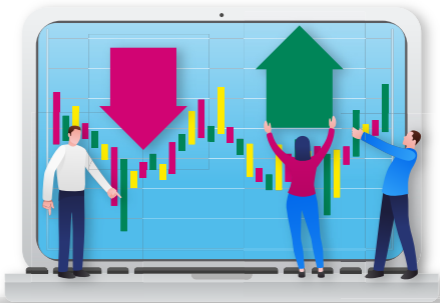
The enforcement officer issues a decision to enforce the seizure and disposal of securities. Within 05 working days from the date of valid notification of the decision to enforce the seizure and disposal of securities, the parties may agree on the sale of securities and notify the civil enforcement agency in writing of that agreement.

After the above deadline, the civil enforcement agency shall issue a document requesting VSDC to transfer the seized securities to the civil enforcement agency. The civil enforcement agency shall have the rights and obligations as prescribed by law regarding the securities received. Within 05 working days from the date of receipt of the requested document from the civil enforcement agency, VSDC must transfer the securities. Within 02 working days from the date of completion of the transfer of securities, the enforcement officer shall sell according to the agreement of the parties. In case the parties do not reach an agreement or cannot reach an agreement, the enforcement officer shall sell the securities through the matching order method at the reference price, according to the provisions of the law on securities.

In case of proactively issuing a decision to enforce the judgment, immediately after issuing the decision to enforce the seizure, the civil judgment enforcement agency shall issue a document requesting VSDC to transfer the seized securities to the civil judgment enforcement agency and sell the securities by order matching method at the reference price, according to the provisions of the law on securities.

Changes in Civil Judgment Enforcement under Decree No. 152/2024/ND-CP

- For unlisted securities, unregistered securities, and securities that have been centrally registered at VSDC or are listed and registered for trading but cannot be sold, the enforcement officer shall enforce the asset freeze and issue a decision on coercive distraint and asset disposal. The order and procedures for the valuation and sale of securities shall be carried out in accordance with the provisions of the Law on Civil Judgment Enforcement, the Law on Property auctions, and other relevant laws. After selling the securities, the civil judgment enforcement agency shall send a written request to VSDC to transfer the ownership of the securities to the buyer.
- The handling of securities, shares, capital contributions not falling under the above cases and valuable papers shall be seized and handled in accordance with the provisions of the Law on Civil Judgment Enforcement, the law on property auctions, the law on enterprises and other relevant laws. Upon issuing a seizure decision, the enforcement officer shall concurrently issue a written notification of the seizure to the enterprise in which the judgment debtor has made capital contributions, as well as to relevant authorities and organizations. This notification serves to prevent any transfer of ownership or alteration of the current status of the seized assets until the civil judgment enforcement agency renders a final decision.
- In cases where the civil judgment enforcement agency is applying security measures or compulsory enforcement of judgments corresponding to the obligations of the judgment debtor and the judgment enforcement costs, and the judgment debtor has other assets, the enforcement officer shall issue a written request to the relevant competent authority to immediately notify the civil judgment enforcement agency when transactions arise regarding such assets for coordination in handling.



Changes in Civil Judgment Enforcement under Decree No. 152/2024/ND-CP

2. Amending rules on property auction in civil judgment enforcement

Article 27 of Decree 62 stipulates the auction and handling of auction results of assets for enforcement. Decree 152 has the following amendments and supplements compared to Decree 33:

Decree 152 amends the provisions on the selection of an organization for auctioning assets. Specifically, if the parties cannot reach an agreement on an auction organization, the enforcement officer will select an auction organization according to the law on auctioning assets. Decree 33 does not mention the case where the parties cannot reach an agreement.

Decree 152 amends the deadline for delivering assets to the auction buyer. While Decree 33 stipulates the deadline for delivering assets is 30 days, but can be extended to 60 days in difficult or complicated cases, Decree 152 stipulates the deadline for delivering assets is 60 days, except in cases of force majeure or objective obstacles. This eliminates the "difficulty and complexity" factor and creates more clarity in implementation.

Decree 152 adds sanctions for auction property buyers who do not fulfil their payment obligations on time. If the buyer does not pay or does not pay the full amount within 30 days, the civil enforcement agency can terminate the auction property sale contract or request the Court to cancel it in accordance with the law. Decree 33 does not mention specific legal consequences in this case.

Decree 152 has made important changes to improve and enhance the effectiveness of civil judgment enforcement. These amendments and supplements help clarify the responsibilities and obligations of the enforcement agency, and at the same time provide stricter regulations for related parties, especially in the field of asset auction and enforcement. These changes not only help increase transparency and fairness in the enforcement process, but also create a solid legal basis to ensure the legitimate rights of related parties, contributing to improving the effectiveness of law enforcement in the field of civil judgment enforcement.

Some New Points of the 2024 Notarization Law

On November 26, 2024, the 15th National Assembly passed the 2024 Notarization Law. Accordingly, this law will take effect from July 1, 2025, and has regulations related to notaries, notarial practice organizations, notarial practice, notarization procedures, and state management of notarization, particularly in the digital environment. Through this article, TNTP provides readers with notable new points of the 2024 Notarization Law.

1. Regulations on electronic notarization

To align with the digital transformation trend and ensure consistency with current laws, the 2024 Notarization Law supplements provisions for electronic notarization. Accordingly, Article 63 of the law stipulates the conditions that notaries and notarial practice organizations must meet to provide electronic notarization services as follows:

For Notaries:

- Having an account to conduct electronic notarization;
- Having a digital signature and using timestamping services as prescribed by electronic transaction laws.

For Notarial Practice Organizations:

- Having an account to conduct electronic notarization;
- Having a digital signature and using timestamping services as prescribed by electronic transaction laws;
- Having adequate technical equipment to carry out electronic notarization.

Additionally, Article 65 of the 2024 Notarization Law defines different forms of electronic notarization, allowing individuals to flexibly choose the method that best suits their needs and circumstances, including:

Direct electronic notarization: The notarization requestors enter into a transaction in the direct presence of the notary; the notary and the notarial practice organization certify the transaction using a digital signature to create an electronic notarization document;

Online electronic notarization: The parties involved in the transaction are not present at the same location but enter into the transaction through an online platform under the direct supervision of a notary. The notary and the notarial practice organization certify the transaction using a digital signature to create an electronic notarization document.

Some New Points of the 2024 Notarization Law

2. Notary

The 2024 Notarization Law introduces several important changes:

2.1. Reduced legal work experience requirement

The 2014 Notarization Law required notaries to have at least five years of legal work experience at agencies or organizations after obtaining a law degree. However, the 2024 Notarization Law reduces this requirement to three years after earning a bachelor's, master's, or doctoral law degree.

2.2. Mandatory notarial training program

According to Clause 5, Article 10, and Clauses 2 and 3, Article 11 of the 2024 Notarization Law, provisions allowing certain individuals to be exempt from notarial training have been abolished. As a result, a 12-month notarial training program is now mandatory for all individuals who wish to become notaries. However, some specific cases can be qualified for a six-month training program, including:



Some New Points of the 2024 Notarization Law

Individuals with at least five years of experience as judges, procurators, investigators, main court examiners, intermediate-level civil judgment enforcement officers, main civil judgment enforcement examiners, main prosecution inspectors, class II legal aid providers, main judicial inspectors, main legal specialists, main legal advisors, main researchers, or main lecturers in the legal field;

Practicing bailiffs, lawyers, or auctioneers with at least five years of experience;

Professors, associate professors specializing in law, and individuals with a doctoral degree in law;

Individuals who have served as chief court examiners, chief civil judgment enforcement officers, chief civil judgment enforcement examiners, chief prosecution inspectors, class I legal aid providers, chief judicial inspectors, chief legal specialists, chief legal advisors, chief researchers, or chief lecturers in the legal field.

2.3. Age limit for notaries

If the 2014 Notarization Law did not impose an age limit on notarial practice, the 2024 Notarization Law sets the maximum age for a notary at 70. Specifically, according to Clause 1, Article 10, and Clause 1, Article 16 of the law, one of the conditions to be appointed as a notary is to be no more than 70 years old, and notaries will automatically be dismissed when they exceed this age.

In addition, Clause 5, Article 76 of the 2024 Notary Law stipulates a transitional provision for notaries who are over 70 years old as follows: *"A notary who is over 70 years old and is practising notary on the effective date of this Law shall continue to practice notary for a period of 02 years from the effective date of this Law; a notary who is between 68 and 70 years old on the effective date of this Law shall be allowed to practice notary until he or she is 72 years old. Upon expiration of the above-mentioned period, the notary shall automatically be dismissed."*

3. Elimination of notarized translation requirement

Under the 2024 Notarization Law, documents translated from a foreign language into Vietnamese as well as from Vietnamese into a foreign language do not need to be notarized but only need to certify the translator's signature according to the regulations on certification. Specifically, the provision on notarized translations has been removed, and Point c, Clause 1, Article 18 of the law states: *"Notaries have the right to notarize transactions as prescribed by this Law and other relevant legal provisions; certify copies from the original, certify signatures in documents, papers, and certify the translator's signature according to the provisions of the law on certification."*

Some New Points of the 2024 Notarization Law

4. Liability for compensation for damages in notarial activities

Regarding liability for compensation for damages in notarial activities, the 2024 Notarization Law provides more detailed regulations on liability for compensation when a notarial practice organization is converted, merged or consolidated. Specifically, the successor notarial practice organization will be responsible for compensation on behalf of the predecessor organization. In the event that a notarial practice organization is dissolved or ceases to operate, the notary or employee causing the damage must be responsible for compensation, even if they are no longer working at that organization. Meanwhile, the 2014 Notarization Law does not stipulate liability for compensation in cases where a notarial practice organization is dissolved or merged, leading to a legal gap in protecting the rights of the injured party.

The 2014 Notarization Law expands the scope of compensation liability of notary practice organizations for damages caused by the fault of notaries, employees, or interpreters who are collaborators. However, the 2024 Notarization Law does not mention the liability of interpreters in notarial activities, changing the scope of subjects responsible for compensation compared to previous regulations. In addition, the 2024 Notarization Law also stipulates more clearly the obligation to reimburse notaries and employees who cause damage. Whether or not they still work at the notary practice organization, they must still reimburse the amount of money the organization has compensated to the person suffering the damage. Meanwhile, the 2014 Notarization Law does not have specific regulations on the obligation to reimburse in cases where notaries and employees have terminated their labour contracts.

The 2024 Notarization Law introduces significant changes to enhance the quality of notarial services, adapt to digital transformation, and ensure professionalism among notaries. The introduction of electronic notarization provides greater convenience for individuals and businesses in the process of carrying out transactions, while adjustments to the conditions for practising as a notary contribute to improving the quality of the notaries. These updates demonstrate the government's efforts to modernize the notarization system, meet practical requirements, ensure legal transparency, and enhance efficiency.

Jurisdiction to Resolve Commercial Disputes Related To Sales Contract Between Enterprises

The sale of goods is a common commercial activity aimed at transferring goods between two parties for profit. If disputes arise during the performance of the contract and enterprises cannot negotiate themselves, they have the right to request the competent court to resolve the dispute. In such cases, the plaintiff needs to understand the regulations to initiate a lawsuit in the competent court. This article will provide readers with legal knowledge about the jurisdiction for resolving disputes in sales contracts between businesses in Vietnam's People's Courts.

1. What is a Sales Contract Dispute Between Enterprises?

The sale of goods is a commercial activity involving the exchange of goods and money between the seller and the buyer. In this transaction, the seller delivers the goods, transfers ownership to the buyer and receives payment; the buyer pays the seller and receives the goods and ownership rights as agreed. When both the seller and purchaser wish to sell and purchase goods from each other, they will negotiate a contract that specifies each party's rights and obligations. In this article, the sale of goods between enterprises always have the purpose of profit.

A sales contract dispute refers to conflicts or disagreements between the parties during the performance of the sales contract, typically occurring when one party fails to fulfil their obligations, thereby affecting the legitimate rights and interests of the other party.



Jurisdiction to Resolve Commercial Disputes Related To Sales Contract Between Enterprises

2. Jurisdiction for Resolving Sales Contract Disputes Between Businesses in the Court

When a dispute arises in a sales contract and the parties choose to resolve them in court, the competent court for resolving the dispute will be determined as follows:

2.1. Disputes Under the Jurisdiction of the Court

According to Clause 1, Article 30 of the Civil Procedure Code 2015, Vietnamese courts have jurisdiction to resolve disputes arising from business or commercial activities among organizations with business registration, which are all for profits. Therefore, when two businesses enter into a sales contract for profit, disputes arising from this relationship fall under the court's jurisdiction.

2.2. First Instance Level People's Court Jurisdiction

a. Disputes Under the Jurisdiction of District People's Court

Under Clause 1, Article 35 of the Civil Procedure Code 2015, at the first instance level, the district court will generally be the competent authority to resolve disputes over sales contracts between two businesses, except for disputes that fall under the jurisdiction of the People's Courts of the province (explained below).

b. Disputes Under the Jurisdiction of Province People's Courts

Under Clause 3, Article 35 and Article 37 of the Civil Procedure Code 2015, at the first instance stage, disputes related to sale of goods contract typically fall under the jurisdiction of the provincial court in one of two scenarios: i) Disputes involving parties or assets located abroad or those requiring judicial assistance from Vietnam's representative office abroad or a foreign agencies; ii) The provincial court may take up disputes to resolve on its initiative when deemed necessary or at the request of the district court.

2.3. Territorial jurisdiction of courts

According to Clause 1 of Article 39 and Clause 1 of Article 40 of the Civil Procedure Code 2015, the territorial jurisdiction for dispute resolution by the court is determined as follows:

Jurisdiction to Resolve Commercial Disputes Related To Sales Contract Between Enterprises

The court where the defendant's headquarters is located;

The parties have the right to agree in writing to petition the Courts where the plaintiff's headquarters is located;

The plaintiff has the right to choose the court to resolve sales contract disputes in the following cases:

- If the plaintiff does not know the location of the defendant's headquarters, they may request the court where the head office of the defendant is last located or where the defendant's properties are located to settle the dispute;
- If the dispute arises from the operation of a branch of an organization, the plaintiff may petition the Court where the organization's head office is located or where its branch is located to settle it;
- If the defendant does not have a head office in Vietnam, the plaintiff may petition the Court where its office is located to settle the case;
- If the dispute arises from a contractual relation, the plaintiff may petition the Court where the contract is performed to settle the case;
- If the defendants are headquartered in different places, the plaintiff may petition the Court of the area where one of the defendants is headquartered to settle the case.

Thus, in most cases, the court where the defendant's headquarters is located will have jurisdiction to settle the dispute. However, in general, civil law and commercial law always prioritize the agreement and wishes of the parties. Therefore, if the parties do not want the court where the defendant's headquarters is located to resolve the dispute, they have the right to agree to choose the court where the plaintiff's headquarters is located to resolve the dispute. Additionally, the plaintiff also has the right to choose the competent court to resolve the dispute in some of the aforementioned cases.

For sale of goods activities with the purpose of profit between enterprises, disputes over sale of goods contract are under the jurisdiction of the Court. However, when requesting the Court to resolve disputes, enterprises need to correctly determine the level and the territorial jurisdiction, so that the lawsuit can be resolved quickly and effectively.

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 *Dispute Settlement And Debt Collection*