

The International Comparative Legal Guide to:

International Arbitration 2008

A practical insight to cross-border International Arbitration work



Published by Global Legal Group with contributions from:

Abeledo Gottheil Abogados S.R.L.
Advani & Co.
Aluko & Oyeboode
Alvarez Hinzpeter Jana Abogados
Anderson Mori & Tomotsune
Andreas Sofocleous & Co.
Baker Botts L.L.P.
Blake, Cassels & Graydon LLP
Boekel De Nerée
Brick Court Chambers
Bustamante & Bustamante
Clayton Utz
Clifford Chance
CMS Cameron McKenna LLP
Consortium Centro América Abogados
Dewey & LeBoeuf

Dr Dr Batliner & Dr Gasser
Dr Colin Ong Legal Services
Elvinger, Hoss & Prussen
Escritório de Advocacia Arnaldo Wald
Freshfields Bruckhaus Deringer LLP
Fulbright & Jaworski LLP
Guevara & Gutiérrez S.C.
Haavind Vislie
Homburger
Jenner & Block LLP
Kalo & Associates
KN Karanovic & Nikolic
Lee & Ko
Lombardi Molinari e Associati
Lovells LLP
Macleod Dixon S.C.

Magisters
Matheson Ormsby Prentice
Meitar Liqornik Geva & Leshem Brandwein
Nörr Stiefenhofer Lutz
Norton Rose Group
Pachiu & Associates Attorneys at Law
Portilla, Ruy-Díaz y Aguilar, S.C.
Roschier, Attorneys Ltd.
Shalakany Law Office
Shook Lin & Bok
SJ Berwin LLP
Stibbe
Vinge
Werksmans Attorneys
White & Case LLP
WilmerHale

Honduras

Oscar Armando Manzanares



Gustavo León-Gómez



Consortium Centroamerica Abogados Honduran Office

1 Arbitration Agreements

1.1 What, if any, are the legal requirements of an arbitration agreement under the laws of Honduras?

Arbitration in Honduras in general is ruled by the Conciliation and Arbitration Law, herein after “the Law”. The Law was enacted in 2000, applying to arbitration agreements by which the parties decide to submit their actual or future controversies to arbitration (article 37). Article 38 of the Law provides that: (i) arbitration agreements must be evidenced in writing; (ii) they could adopt the form of a clause within a contract or might be an independent agreement; (iii) furthermore, the Law even recognises as a valid and binding arbitration agreement, any kind of written or any other means of communication among the parties, stating their unequivocal will to submit to arbitration proceedings; and (iv) the request of arbitration, accepted by one or more arbitrators, consented later by the other party, will have the effect of a written agreement, in such case, the consent will be presumed if the party, duly notified of the arbitrator’s intervention, submits itself to trial without objection.

1.2 Are there any special requirements or formalities required if an individual person is a party to a commercial transaction which includes an arbitration agreement?

Asides from the formalities stated herein in the previous response, Honduran Law does not provide any special requirements or formalities if an individual person is a party to a commercial transaction which includes an arbitration agreement. In fact, article 110 of the Honduran Constitution provides that all natural persons, who are free to administrate their possessions, cannot be deprived of the right to terminate their civil matters by transaction or arbitration.

1.3 What other elements ought to be incorporated in an arbitration agreement?

Written evidence of the agreement is the only legal requirement contemplated by Honduran Law for an arbitration agreement to be valid and binding. Nevertheless, even if in writing, a clear intention to submit the controversy to arbitration will be required by the Honduran courts to be expressed within the agreement. The Law provides all necessary elements which have not been expressly contained in the agreement, in order to be able to enforce the arbitration.

1.4 What has been the approach of the national courts to the enforcement of arbitration agreements?

In general, Honduran courts are willing to enforce arbitration agreements. Arbitration Law contemplates a mechanism known as “*Excepcion de Arbitraje*” (Article 40), which consists of a defence by which a party that has submitted itself to arbitration, can oppose an action by the other party when trying to submit the matter of controversy to common justice. The Exception provides that: (i) arbitration agreements imply that the parties have renounced to the judicial procedure on the matters or controversies submitted to arbitration; and (ii) if the case is subject to arbitration, courts must restrain themselves from judging the matter when the defendant files the arbitration exception.

1.5 What has been the approach of the national courts to the enforcement of ADR agreements?

ADR agreements, as well as arbitration agreements in particular, have been upheld by common courts in general. As in the case of an arbitration agreement, Honduran courts enforce ADR agreements, and in general, respect ADR procedures and resolutions. Notwithstanding, the only permitted defence is the arbitration exception.

2 Governing Legislation

2.1 What legislation governs the enforcement of arbitration agreements in Honduras?

The legislation governing the enforcement of arbitration agreements is the Conciliation and Arbitration Law (the Law), enacted through Decree 161-2000 and any treaty, convention or agreement, either multilateral or bilateral which Honduras is a party to.

2.2 Does the same arbitration law govern both domestic and international arbitration proceedings? If not, how do the laws differ?

Conciliation and Arbitration Law (Article 27) provides that its provisions apply to both international and domestic arbitration, along with any treaties, conventions or other international law instruments which Honduras is a party to.

2.3 Is the law governing international arbitration based on the UNCITRAL Model Law? Are there significant differences between the governing law and the Model Law?

Honduran Conciliation and Arbitration Law, in general terms, is based on the UNCITRAL Model Law; the most significant difference is the scope of the Honduran Law which includes conciliation proceedings and is not limited to international commercial arbitration.

3 Jurisdiction

3.1 Are there any subject matters that may not be referred to arbitration under the governing law of Honduras? What is the general approach used in determining whether or not a dispute is “arbitrable”?

The Conciliation and Arbitration law (article 29) provides that any matter over which the parties have free disposition can be subject to arbitration. It specifically provides that the following matters cannot be subject to arbitration:

- criminal matters except when referring to civil responsibility derived from a crime;
- future alimonies;
- conflicts related to the civil status of people except for those related to the estate related thereto;
- matters over which a final ruling has been issued;
- matters in which the Attorney General’s Office has to intervene in representation and defence of those who cannot represent themselves due to the lack of capacity or legal representation; and
- in general, all matters which are not susceptible to a transaction.

3.2 Is an arbitrator permitted to rule on the question of his or her own jurisdiction?

Asides from the legal disposition expressly providing for those matters which cannot be subject to arbitration, article 60 of the Honduran Conciliation and Arbitration Law provides that arbitration tribunals may rule with regards to their own jurisdiction within legal and contractual boundaries set forth by the parties (*principle of Kompetenz-Kompetenz*), including any objections with respect to the existence or validity of the arbitration agreement.

3.3 What is the approach of the national courts in Honduras towards a party who commences court proceedings in apparent breach of an arbitration agreement?

Honduran courts shall inhibit themselves from the knowledge of any controversy subject to arbitration if the defendant pleads for the arbitration exception. Nevertheless, before declaring their lack of jurisdiction, courts are compelled to admit the action in order to provide the defendant with an opportunity to accept or reject such jurisdiction and afterwards, if the exception is filed by the defendant, the court will rule rejecting the admission of the action without further proceedings.

3.4 Under what circumstances can a court address the issue of the jurisdiction and competence of the national arbitral tribunal?

Considering that the arbitral tribunal may rule on its own jurisdiction,

Honduran courts will not address under any circumstances the jurisdiction and competence of an arbitral tribunal.

On the other hand, Courts of Appeal when resolving an extraordinary remedy contemplated in the Law towards declaring the award invalid and void (*Recurso de Nulidad*), will rule, among others, based on whether the award has been issued: i) over matters which are not subject to the arbitrators’ tribunal jurisdiction; and ii) not having ruled over matters which were submitted to their jurisdiction and based on such merits, declare the invalidity of the award.

3.5 Under what, if any, circumstances does the national law of Honduras allows an arbitral tribunal to assume jurisdiction over individuals or entities which are not themselves party to an agreement to arbitrate?

Under no circumstances can an arbitration tribunal extend its jurisdiction over individuals or entities which are not themselves party to an arbitration agreement. Submission to arbitration jurisdiction in Honduras is voluntary and cannot be imposed.

4 Selection of Arbitral Tribunal

4.1 Are there any limits to the parties’ autonomy to select arbitrators?

Under Conciliation and Arbitration Law (article 45) the parties to an arbitration are free to agree on the procedures relative to the appointment of an arbitrator or arbitrators (always odd numbers), however, certain limits are established such as:

- Lawyers will be required as arbitrators if the arbitration is law-based (article 43).
- In a technical arbitration, arbitrators shall be experts in the art, profession or occupation, related to the arbitration (article 43).
- Arbitrators are subject to challenge (conflict of interest) according to the applicable regulations as contemplated in general civil proceeding rules (article 44).

4.2 If the parties’ chosen method for selecting arbitrators fails, is there a default procedure?

If the parties’ chosen method fails or they do not agree on any method to select the arbitrators, the selection will be made by the arbitration institution selected by them in the arbitration agreement (institutional arbitration) or by any certified arbitration institution of their domicile, when the arbitration is not institutional, at the request of any party to the arbitration agreement.

4.3 Can a court intervene in the selection of arbitrators? If so, how?

Honduran courts cannot intervene in the selection of arbitrators. The Conciliation and Arbitration Law does not provide for a court intervention method, instead its rules indicate the intervention of arbitration institutions.

4.4 What are the requirements (if any) as to arbitrator independence, neutrality and/or impartiality?

Honduran legislation does not provide for specific requirements or characteristics with regards to an arbitrator but instead, it provides for the causes or circumstances under which an arbitrator can be

rejected by a party, which are basically those same circumstances applicable to an ordinary Judge as provided in the applicable laws, besides from those agreed upon by the parties themselves. Independence, neutrality and impartiality are central to the arbitration proceeding when a person is approached in connection with his possible appointment as an arbitrator, he shall disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence (article 49, Conciliation and Arbitration Law).

5 Procedural Rules

5.1 Are there laws or rules governing the procedure of arbitration in Honduras? If so, do those laws or rules apply to all arbitral proceedings sited in Honduras?

Parties are free to agree on the procedure to be followed by the arbitral tribunal when conducting the proceedings, if they have not submitted themselves to the rules of an arbitration institution (Article 52, Conciliation and Arbitration Law).

In the absence of an agreement or submission to the rules of an arbitration institution, the arbitral tribunal will be subject to the supplementary proceedings as contemplated by the Conciliation and Arbitration Law (article 54).

5.2 In arbitration proceedings conducted in Honduras, are there any particular procedural steps that are required by law?

There are no particular procedural steps contemplated in the law and only in the absence of an agreement thereto, will a supplementary legal procedure apply; nevertheless, if the arbitration is submitted to an institutional arbitration, its regulations can provide for specific procedural steps in the absence of an agreement thereto.

5.3 Are there any rules that govern the conduct of an arbitration hearing?

Honduran Conciliation and Arbitration Law does not provide for any rules that govern the conduct of an arbitration hearing. Despite the freedom granted to the parties to agree on the procedure to be followed by the arbitral tribunal, at least all matters related to the provision of proof or evidence must be held in oral hearings (article 62).

5.4 What powers and duties does the national law of Honduras impose upon arbitrators?

Upon acceptance of its appointment, the Law requires arbitrators to fulfil their duties with diligence and dedication and shall be held responsible in connection with any damages which arise from their negligence and which affect the parties to the arbitration or any other person.

5.5 Do the national courts have jurisdiction to deal with procedural issues arising during an arbitration?

Courts have jurisdiction over certain matters in connection with which the tribunal requires its support; arbitrators for example can issue subpoenas in order to compel the production of evidence which cannot only be limited to the evidence provided by the parties but also, any other evidence the arbitration tribunal deems

appropriate. Arbitrators can request judicial support when they cannot execute evidence by themselves.

Common courts can also assist arbitration tribunals when requesting preliminary measures in order to secure the results of the arbitration proceedings.

5.6 Are there any special considerations for conducting multiparty arbitrations in Honduras (including in the appointment of arbitrators)? Under what circumstances, if any, can multiple arbitrations (either arising under the same agreement or different agreements) be consolidated in one proceeding? Under what circumstances, if any, can third parties intervene in or join an arbitration proceeding?

No, there are no special considerations for conducting multiparty arbitrations; the Law does not provide for this specific matter but under the principle of autonomy (freedom of contract) which prevails as a constitutional principle, this could be agreed by the parties.

5.7 What is the approach of the national courts in Honduras towards *ex parte* procedures in the context of international arbitration?

To the best of our knowledge, there haven't been any precedents with regards to *ex parte* procedures in connection with international arbitrations. Nevertheless, considering the possibility contemplated in the Law with regards to preliminary measures which can be requested in order to secure the results of the proceedings, these same criteria should be applicable with regards to similar requests in the context of an international arbitration.

6 Preliminary Relief and Interim Measures

6.1 Under the governing law, is an arbitrator permitted to award preliminary or interim relief? If so, what types of relief? Must an arbitrator seek the assistance of a court to do so?

Interim relief is not contemplated with regards to arbitration proceedings. The Law does provide for preliminary measures which can be executed with the assistance of a court, in which case the Law also provides that such measures shall not be understood as a waiver to arbitration.

6.2 Is a court entitled to grant preliminary or interim relief in proceedings subject to arbitration? In what circumstances? Can a party's request to a court for relief have any effect on the jurisdiction of the arbitration tribunal?

See previous response.

6.3 In practice, what is the approach of the national courts to requests for interim relief by parties to arbitration agreements?

This is not applicable in Honduras.

6.4 Does the national law allow for the national court and/or arbitral tribunal to order security for costs?

No it does not.

7 Evidentiary Matters

7.1 What rules of evidence (if any) apply to arbitral proceedings in Honduras?

The arbitration tribunal has the faculty to determine the admissibility, relevance and weight of the evidence.

In any stage of the trial, arbitrators can request from the parties additional clarification or information, and can also order the production of additional evidence as deemed necessary.

With regards to technical evidence, arbitrators can request further explanations or additions to the opinions given by technicians.

The arbitration tribunal can disregard the evidence that has not yet been executed upon a motivated decision, if they consider themselves appropriately informed.

The giving of evidence, except for documentary proof, has to be submitted in oral hearings, which day, place and hour have to be announced to the parties prior to the hearing being held.

The submission of evidence has to be performed before the tribunal; any proof to be gathered outside the tribunal's domicile can be either sought by the tribunal itself or it can be delegated to a judicial authority. In order for the tribunal to hear proof abroad, it should fulfil the same requirements as an ordinary judge according to civil procedure regulations.

7.2 Are there limits on the scope of an arbitrator's authority to order the disclosure of documents and other disclosure of discovery (including third party disclosure)?

Disclosure of documents can be ordered within the legal margins set forth in our prior response.

7.3 Under what circumstances, if any, is a court able to intervene in matters of disclosure/discovery?

See question 7.1.

7.4 What is the general practice for disclosure/discovery in international arbitration proceedings?

See question 7.1.

7.5 What, if any, laws, regulations or professional rules apply to the production of written and/or oral witness testimony? For example, must witnesses be sworn in before the tribunal? Is cross-examination allowed?

There are no specific applicable regulations in connection with arbitration proceedings; nevertheless, production of written and/or oral testimony would be subject to the same criteria applicable to testimony in common courts and therefore, for example, any false testimony would be considered a crime and would be subject to criminal sanctions as well.

The Law does not provide for such particular matters, but it has been customary by arbitration tribunals with regards to such proceedings and accepted by the parties, to request a sworn oath to tell the truth, which is incorporated in any transcription of such declaration. Cross-examination is also not mentioned expressly but has been accepted as a valid mechanism when examining witnesses.

7.6 Under what circumstances does the law of Honduras treat documents in an arbitral proceeding as being subject to privilege? In what circumstances is privilege deemed to have been waived?

The Arbitration and Conciliation Law does not provide for specific provisions regarding privileged documentation; nevertheless, other regulations, including the Constitution, do establish privileges for certain kinds of information which can only be waived subject to a judicial order.

8 Making an Award

8.1 What, if any, are the legal requirements of an arbitral award?

The award has to be written and must include:

1. Place and date.
2. Name of the parties, their attorneys and the arbitrators.
3. The matter subject to arbitration and a summary of the allegations and conclusions of the parties.
4. The evaluation of the evidence submitted.
5. The decision, which has to be clear, precise and in agreement with the claims and petitions filed.
6. The awarding of legal fees when they proceed.
7. Signatures of the members of the tribunal and the tribunal's secretary (clerk).

9 Appeal of an Award

9.1 On what bases, if any, are parties entitled to appeal an arbitral award?

Appeal is not contemplated by the arbitration and conciliation law; nevertheless, the law does provide for a specific remedy which can be filed at a Court of Appeals, regarding the validity of the award, under certain circumstances provided by the law.

9.2 Can parties agree to exclude any basis of appeal or challenge against an arbitral award that would otherwise apply as a matter of law?

As mentioned before, the law does not provide for an appeal process; with regards to the remedy regarding the validity of the award (*recurso de nulidad*) it can be agreed that such remedy be resolved by a new arbitration tribunal, instead of the Court of Appeals as provided by law in the absence of an agreement to the contrary.

9.3 Can parties agree to expand the scope of appeal of an arbitral award beyond the grounds available in relevant national laws?

See question 9.2.

9.4 What is the procedure for appealing an arbitral award in Honduras?

See question 9.2.

10 Enforcement of an Award

10.1 Has Honduras signed and/or ratified the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards? Has it entered any reservations? What is the relevant national legislation?

Yes, Honduras is party to the New York Convention.

To the best of our knowledge, no reservations have been entered to date.

Relevant national legislation would also be the Arbitration and Conciliation Law.

10.2 Has Honduras signed and/or ratified any regional Conventions concerning the recognition and enforcement of arbitral awards?

Not to the best of our knowledge.

10.3 What is the approach of the national courts in Honduras towards the recognition and enforcement of arbitration awards in practice? What steps are parties required to take?

Arbitration awards pronounced abroad, as well as those considered international according to arbitration law, will be executed in Honduras in accordance to the treaties, covenants or conventions enforceable in Honduras.

Recognition and execution of an arbitration award has to be requested at the Supreme Court of Justice.

Recognition and execution of the foreign award will take place according to the applicable dispositions contained in treaties, covenants and conventions in force in Honduras.

The party which requests recognition of an international arbitration award must present the award duly legalised (or apostilled) and translated to Spanish if necessary.

The law provides in general for cases in which the recognition and execution of a foreign arbitration award can be denied when requested by a certain interested party as follows:

- when any certain party to the arbitration agreement was subject to incapacity;
- when an arbitration agreement is not legally valid according to the law to which it has been submitted, or according to the prevailing law in the country where the award was issued;
- when the party against whom the award is being held has not been duly notified with regard to an arbitrator's appointment or of the arbitration proceedings or has not been able, for any reason at all, to exercise its rights;
- when the award refers to a dispute that has not been considered in the arbitration agreement or contains decisions which exceed the terms of the arbitration agreement (nevertheless, if the dispositions contained in the award which do refer to matters can be separated from those that have not, recognition and execution of the first is possible);
- when the composition of the arbitration tribunal or the proceedings have not adjusted to the agreement as entered into by the parties or, in case of the absence of such agreement, have not adjusted to the law of the country where the arbitration proceedings were held; and
- when the award is not yet compelling to the parties, or if it has been annulled or suspended by a tribunal whose

legislation was applied in order to dictate the award.

The Supreme Court of Justice can unilaterally deny recognition or execution when it proves that according to the laws of the republic, the matter subject to arbitration was not susceptible to arbitration or that the award is contrary to international public order.

10.4 What is the effect of an arbitration award in terms of *res judicata* in Honduras? Does the fact that certain issues have been finally determined by an arbitral tribunal preclude those issues from being re-heard in a national court and, if so, in what circumstances?

The arbitration award once there are no further remedies which can be legally filed against it, according to applicable law, is considered to be *cosa juzgada* or *res judicata* and therefore, no matter over which an arbitration tribunal has ruled, can be revisited by common courts. The award has the same weight as a *sentencia definitiva* or final ruling, with the same validity given to a judicial ruling.

11 Confidentiality

11.1 Are arbitral proceedings sited in Honduras confidential? What, if any, law governs confidentiality?

The law does not provide for this matter with regards to arbitration proceedings when their nature is ad hoc but the parties can agree to the level of confidentiality they desire; when institutional, the only regulations in force in Honduras are the ones relative to the Chamber of Commerce Centre for Conciliation and Arbitration, in which case article 3 of such regulations does provide for confidentiality as a characteristic of such proceedings under such regulations.

Nevertheless, once the award is taken to court for execution, it becomes public.

11.2 Can information disclosed in arbitral proceedings be referred to and/or relied on in subsequent proceedings?

This information could be used in future proceedings, when the arbitration is ad hoc, only when previously authorized by the parties or subject to a judicial order. The attorney general office also has certain prerogatives with regards to certain types of investigations (i.e. Money Laundering) which may enable them to access certain information through legal means.

11.3 In what circumstances, if any, are proceedings not protected by confidentiality?

See previous response.

12 Remedies / Interests / Costs

12.1 Are there limits on the types of remedies (including damages) that are available in arbitration (e.g., punitive damages)?

In Honduras, punitive damages in general are not contemplated. Any assignment of relief has to be done within legal boundaries, which in the case of damages is limited to emerging damages and lost profits.

12.2 What, if any, interest is available?

The law does not provide for this matter but general commercial law principles will apply and the legal interest rate (an annual rate of 7% in commercial matters and 6% in civil matters) would apply.

12.3 Are parties entitled to recover fees and/or costs and, if so, on what basis? What is the general practice with regard to shifting fees and costs between the parties?

Arbitral tribunals may award attorneys' fees; in any case, the awarded party attorney is not necessarily entitled to such an award. It is very common for parties to agree that each of them will be responsible of paying their own expenses and fees.

12.4 Is an award subject to tax? If so, in what circumstances and on what basis?

The award itself is not subject to taxation; nevertheless, if such award implies payment of a certain amount, such amount when considered an increment of the parties' patrimony would be subject to applicable taxes.

13 Investor State Arbitrations**13.1 Has Honduras signed and ratified the Washington Convention on the Settlement of Investment Disputes Between States and Nationals of Other States (1965)?**

Yes. It was signed on May 28, 1986 and it entered into force on March 16, 1989.

13.2 Is Honduras party to a significant number of Bilateral Investment Treaties (BITs) or Multilateral Investment treaties (such as the Energy Charter Treaty) that allow for recourse to arbitration under the auspices of the International Centre for the Settlement of Investment Disputes ('ICSID')?

Most bilateral treaties signed by Honduras provide ICSID as the arbitration centre.

13.3 Does Honduras have standard terms or model language that it uses in its investment treaties and, if so, what is the intended significance of that language?

Honduras generally accepts the initial text provided by its counterparty in order to further discuss and negotiate its content on a case by case basis.

13.4 In practice, have disputes involving Honduras been resolved by means of ICSID arbitration and, if so, what has the approach of national courts in Honduras been to the enforcement of ICSID awards?

Honduras has been involved in two cases to date; one of them is still pending process and was filed in 2008 and the other one was settled in 2000. There are no precedents to the execution of ICSID awards in national courts.

13.5 What is the approach of the national courts in Honduras towards the defence of state immunity regarding jurisdiction and execution?

There are no precedents, to the best of our knowledge, in connection with the defence of state immunity regarding jurisdiction and execution.

14 General**14.1 Are there noteworthy trends in the use of arbitration or arbitration institutions in Honduras? Are certain disputes commonly being referred to arbitration?**

A trend which is worthwhile mentioning is the use by local companies and legal advisors of the Chamber of Commerce Centre for Conciliation and Arbitration. This centre has earned the trust of both local and foreign companies.

Honduras has not yet seen much international arbitration, but in our view it will certainly continue to grow, particularly because local arbitration as an institution has had much acceptance and is developing fast as a very effective substitute for national common courts.

To this moment, it is very difficult to identify specific disputes that are being specifically referred to arbitration, but in general, the figure is being largely used in commercial agreements.

14.2 Are there any other noteworthy current issues affecting the use of arbitration in Honduras?

Arbitration is rapidly developing and as a consequence of the law having been recently enacted (2000), common courts, including the Supreme Court of Justice, are currently establishing certain criteria with regards to the interpretation of the Law; nevertheless, in general, arbitration as an institution has been well accepted and supported by all sectors and will probably increase its growth in the coming years becoming a real alternative to common courts as an effective alternative dispute resolution method.



Oscar Armando Manzanares

Torre Consortium
 Colonia La Estancia
 Primera Calle
 Tegucigalpa
 Honduras

Tel: +504 239 1300
 Fax: +504 235 5868
 Email: amanzanes@consortiumlegal.com
 URL: www.consortiumlegal.com

In 1992, he was granted the degree of Bachelor of Science in Law and Social Sciences by the National University of Honduras (UNAH), having been examined to be appointed as a Public Notary. He was granted his exequatur and obtained his Juris Doctor degree, both granted by the Supreme Court of Justice of Honduras, in 1997. He has completed courses in international business and corporate law at the Central American Institute of Business Administration-Georgetown University (INCAE-Georgetown); he also studied Accounting and Finance at Escuela de Negocios de Alta Dirección in Honduras. He has been Advisor of the Honduran Internal Revenue Service the Council for Private Enterprise. He is currently Vice-president for Legal Issues at the National Association of Industrialists. His professional practice is mainly in the tax and administrative areas, but he also has significant experience in commercial and corporate law consulting in general and for corporations.



Gustavo León-Gómez

Torre Consortium
 Colonia La Estancia
 Primera Calle
 Tegucigalpa
 Honduras

Tel: +504 239 1300
 Fax: +504 235 5868
 Email: gleongomez@consortiumlegal.com
 URL: www.consortiumlegal.com

Chambers & Partners describes him as "an ace" He obtained a B.S. in Law and Social Sciences from the National University of Honduras Law School (UNAH) in 1994, having been appointed as a Public Notary and granted his Exequatur and Juris Doctor degree by the Supreme Court of Justice of Honduras in 2000. He has completed courses in international business and corporate law at the Central American Institute of Business Administration-University of Georgetown (INCAE-Georgetown). He taught General Theory of Procedure at the National University of Honduras School of Law in 1995. He is a Certified Mediator and Arbitrator of the Center for Arbitration of the Tegucigalpa Chamber of Commerce and Industry and Arbitrating Judge for Honduras before the Inter-American Commission of Commercial Arbitration (CIAC). Currently, he is an external advisor of a number of financial and insurance institutions, and local and international Non-Government Organisations.

Honduras



Consortium Centro America Abogados is committed to the highest quality in personalised, efficient and ethical legal services in the Central American Region, through nine offices located in Guatemala, El Salvador, Honduras, Nicaragua and Costa Rica.

With more than 140 highly qualified attorneys, it has become the largest provider of full legal services in the region. Consortium maintains close relationships with leading law firms in the USA, Europe, Asia and the rest of the World. Its members participate in international legal organisations such as the International Bar Association, American Bar Association, International Trademark Association, Latin American Intellectual Property Organisation, Latin American Federation of Banks, among others.

Consortium's clients include leading international corporations, financial institutions, trade associations, industries, start-up businesses, partnerships and individuals.