FROM THE IUSTORIA BLOG

Interim Measures: A Fast Weapon with Liability Attached

> *Granted within days without hearing the other side, and a ban on selling a house goes straight to the Land Registry. But the applicant is liable for any damage, regardless of fault.*

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A lawsuit takes years. In the meantime, a debtor who knows they are going to lose can transfer the house to a relative, empty a bank account or sell the one asset from which the judgment could be enforced. An interim measure (*předběžné opatření*) is the tool for stopping that right at the outset. The court decides on it without hearing the other side and without delay, and it sends a ban on dealing with real estate to the Land Registry itself.

In the case of Mr Sura, which I wrote about in an article (in Czech) on sale-and-repurchase deals, an interim measure played a decisive role. It halted the auction of the premises before anyone could buy them in good faith, and only because of that could the premises be recovered. But the interim measure has another side that gets talked about less: the applicant is liable for any damage it causes, regardless of fault. That is why I regard it as a weapon to be used precisely, not often.

When the court orders an interim measure

An interim measure can be ordered before proceedings begin if the parties' circumstances need to be regulated for the time being, or if there is a concern that enforcement of the court's decision could be jeopardised (Section 74(1) of the Czech Code of Civil Procedure). It can equally be ordered while the dispute is under way (Section 102(1)).

What matters is what you have to prove and what you need only show to be likely. You must **prove** to the court the need for an interim arrangement, or the concern that enforcement is at risk. The facts on which the obligation you want imposed on the other side actually rests need only be shown to be at least likely (*osvědčit*) (Section 75c(1)). So it is not enough to write that the debtor is "about to get rid of their assets". You need a document: an advertisement for the sale of the house, a Land Registry extract showing a recent change, an email in which the other side said so itself, or some other concrete proof.

The most common reason for dismissal that I see is not a weak claim. It is a general concern with no evidence behind it. The court is not interested in the fact that you don't trust the other side. It is interested in what shows that enforcement of the judgment is at risk right now.
The law lists what the court can order only by way of example (Section 76(1)). Typically, a party is ordered to deposit a sum of money or an item with the court, not to deal with certain things or rights, to do something, to refrain from something or to tolerate something. Exceptionally, an obligation can also be imposed on someone other than a party, if this can fairly be required of them (Section 76(2)).

The application has to be right first time

If an application for an interim measure lacks any of the required particulars, or is unintelligible or vague, the court rejects it without asking you to correct it, if those defects prevent the proceedings from continuing (Section 75a). You get no second chance within the same application; all you can do is file a new one. Besides the general particulars, the application must set out the facts that justify ordering the interim measure and state precisely the obligation the court is to impose (Section 75(2)).

Then there is the security deposit (*jistota*). No later than on the day the application is filed, the applicant must lodge a deposit of CZK 10,000, or CZK 50,000 where the claim arises from relations between businesses in the course of their business activities (Section 75b(1)). If you do not lodge it, the court rejects the application (Section 75b(2)). No deposit is required, for example, in maintenance matters, employment matters or claims for compensation for personal injury (Section 75b(3)), nor in matters of protection against domestic violence (Section 12(3) of the Czech Act on Special Court Proceedings). If the court concludes that the deposit is plainly insufficient to cover the threatened damage, or if the application is a repeat one, it can call on the applicant to top up the deposit within 3 days, and for as long as the interim measure lasts it can do so at any time at the request of the party bound by it; failure to pay the top-up leads to the interim measure being set aside (Section 75b(1), Section 76h and Section 77(2)).

The deposit is not a fee. The court returns it once it has dismissed or rejected the application by a final decision, and, if it did order the interim measure, only after the six-month period in which the injured party could sue for damages has expired unused (Section 75b(4)).

The court fee for the application is CZK 1,000 (item 5 of the fee schedule to the Czech Court Fees Act), the same as for an appeal against the decision on it. Unlike the deposit, it is not paid on filing; the obligation to pay it arises only when the court decides on the application.

How fast, and what happens next

The application is decided by the presiding judge without delay. Only if there is no danger in delay may the decision take up to 7 days from filing (Section 75c(2)). The court does not ask the other side beforehand. That is the whole point of the measure: if the debtor learned of the application before the court decided, they would have time to do exactly what the measure is meant to prevent.

The order granting an interim measure is enforceable as soon as it is pronounced, and if it was not pronounced, as soon as it is served on the person it places under an obligation (Section 76d). It can be appealed within 15 days, but the appeal suspends only its finality (*právní moc*), not its enforceability. The interim measure therefore continues to apply while the appeal is pending.

Real estate is where the effect is strongest. If the interim measure orders a party not to deal with a specific property, the court itself sends a copy of the order to the Land Registry office (Section 76c(3)), which enters a notation (*poznámka*) (Section 23(1)(i) of the Czech Cadastral Act). Any legal act by which the party breaches the ban is invalid, and an application for registration (*návrh na vklad*) on which the Land Registry has not yet decided loses its effect, even if the contract was signed earlier (Section 76f).

At the same time, the court orders the applicant to bring an action on the merits within a time limit it sets (Section 76(3)). If you do not file it in time, the interim measure lapses. It also lapses if the court does not uphold the action, 15 days after a judgment upholding it becomes enforceable, or when the period for which it was ordered expires (Section 77(1)).

What the applicant is liable for

This is the part I always tell clients before we file the application. If the interim measure lapses or is set aside for any reason other than the court upholding the claim on the merits or the applicant's right being satisfied, the applicant must compensate everyone who suffered damage or other harm as a result of it. The applicant cannot escape this liability unless the damage would have occurred anyway (Section 77a(1)).

In practice, this means:

- **Fault is irrelevant.** The applicant is liable even if they acted in good faith and the court granted the interim measure. What decides it is how the dispute ends.
- **The deposit is not a cap.** Any compensation awarded is paid first out of the deposit lodged, but whatever the deposit does not cover, the applicant still has to pay (Section 77a(4)). A ban on selling a flat that wrecks a lucrative deal can cost far more than CZK 10,000.
- **Liability extends to third parties.** Anyone to whom the interim measure caused damage has a claim, for example a buyer whose registration fell through.

The injured party must bring the action for compensation no later than 6 months from the day the interim measure lapsed or was finally set aside, otherwise the right is extinguished; a missed deadline here cannot be excused (Section 77a(2)).

Apply for an interim measure where you have a strong claim and a risk to enforcement that you can document. It is a bet on the outcome of the dispute, not on a feeling of being under threat.
Ask only for as much as is needed to protect the claim. A ban on dealing with one flat instead of all the debtor's assets reduces the risk of having to pay compensation, and the court will grant it more readily.
Keep an eye on the deadline the court sets for filing the action. If the interim measure lapses because you missed it, you are liable for damage just as if you had lost the dispute.

The interim measure as a negotiating move

An interim measure shifts the balance of power before the dispute has even begun. A debtor who cannot sell the house suddenly has a reason to talk, which is why an agreement often follows once an interim measure has been ordered. At the same time, it is a move that cannot be taken back without consequences: whoever applies for an interim measure sends the other side a clear message that they are prepared to go all the way. I explain why procedural steps should be chosen for the message they send rather than for how you feel at the moment in the essay Negotiating in the Shadow of the Law. How to work with the timing of such steps is the subject of Tempo Belongs to Whoever Time Is Working For.

One exception is worth knowing in advance: in proceedings concerning the care of minor children and protection against domestic violence, the Act on Special Court Proceedings applies, and it has its own rules. Where a child is in acute danger, the court issues an interim measure under Section 452 of that Act; otherwise, typically in a dispute between parents over care, the tool is a provisional decision (*prozatímní rozhodnutí*) under Section

465a et seq. In domestic violence cases, the court decides on the application within 48 hours. What to do if you receive an application for a provisional decision on your child is covered by my colleague Bára Bartoňková in a separate article.

The numbers at a glance

Question	Answer	Provision
Security deposit	CZK 10,000; CZK 50,000 between businesses in business matters; no later than on the day of filing	Section 75b(1), Code of Civil Procedure
Court fee	CZK 1,000, payable only after the court decides	Item 5, fee schedule to the Court Fees Act
How fast the court decides	Without delay; if there is no danger in delay, within 7 days at the latest	Section 75c(2), Code of Civil Procedure
When it is enforceable	On pronouncement, otherwise on service on the party bound by it	Section 76d, Code of Civil Procedure
Ban on dealing with real estate	The court sends it to the Land Registry, a notation is entered, a pending registration application lapses	Sections 76c(3) and 76f, Code of Civil Procedure
Applicant's liability	For damage and other harm regardless of fault, even beyond the amount of the deposit	Section 77a(1) and (4), Code of Civil Procedure
Action for compensation	Within 6 months of the measure lapsing or being set aside; cannot be excused	Section 77a(2), Code of Civil Procedure

Worried that the other side will strip their assets while the dispute drags on? We will assess whether you have enough material for the court to order an interim measure, and how large a risk of paying compensation you are taking on. We then prepare the application so that it holds up first time. We handle disputes as part of our dispute resolution practice. Get in touch.

Conclusion

The speed of an interim measure is also its price: the court decides before it has even heard the other side, which is why the law shifts the risk of a mistake onto the applicant. So I file only where I have a strong claim and evidence of the risk in hand, and always only to the extent genuinely needed to protect the claim. I tell the client in advance how much it may cost them if the dispute does not go their way.

Sources

- Act No. 99/1963 Coll., the Code of Civil Procedure, Sections 74 to 77a, Section 102 and Section 204 (as in force on 1 November 2026).
- Act No. 549/1991 Coll., on Court Fees, Section 4(1)(h), item 5 and item 22, point 3, of the fee schedule.
- Act No. 256/2013 Coll., the Cadastral Act, Section 22 and Section 23(1)(i).
- Act No. 292/2013 Coll., on Special Court Proceedings, Section 12(3), Sections 400 et seq. (including Section 404), Section 452 and Sections 465a et seq.

This article describes the law as at 4 November 2026. It is for information only and does not constitute legal advice; whether a court will order an interim measure, and what risk the applicant bears, always depends on the circumstances of the specific case.

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