



FROM THE IUSTORIA BLOG

Limitation: The Silent Claim Killer

Limitation is not legal theory. It is a weapon, a trap, and a lever — depending on which side you stand on.

MGR. JAN VYTŘÍŠAL

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This is the thing clients call about on Friday at five o'clock. Not about a complicated contract. Not about a supplier dispute. About the sudden realisation that their claim expires in three days — a claim they assumed they still had "plenty of time to deal with."

Limitation is a silent killer. It arrives without warning. It does not announce itself by letter. One day the deadline simply passes — and your claim, which was fully enforceable yesterday, becomes nothing more than a moral position. The court will not dismiss it as unfounded. It will dismiss it as too late. And that is far worse, because it means you were right — you just showed up after the clock ran out.

Limitation as a Weapon

Let us start with what is discussed least: limitation as a strategic tool in favour of the defendant.

When I represent a defendant and discover that the claimant filed suit after the limitation period expired, it is like finding the key to a back door. I do not need to address whether they are right. I do not need to challenge their evidence. I do not need to argue legal qualification. I simply raise the limitation defence — and the court dismisses the claim. Done.

But here is the catch — limitation does not apply automatically. The court will not consider it on its own initiative. You must raise it. And a surprising number of lawyers overlook this because they focus on the merits of the case and forget to check the calendar.

I have seen it many times in practice. The other side files a damages claim. My clients panic — "it happened, we did cause the damage." Perhaps they did. But it happened four years ago. And the general limitation period is three years. Limitation defence raised. Claim dismissed.

Limitation as a Trap

Now the other side of the coin — and this one hurts considerably more.

I have clients who come with perfectly legitimate claims. A supplier failed to deliver. A customer failed to pay. A business partner siphoned money from the company. But they come too late. Not by a day, not by a week — sometimes by months, sometimes by years.

Why? Because limitation periods are more complex than most people assume.

Under Czech civil law, the general limitation period is three years. Most people know that — or think they do. What they do not know:

Subjective versus objective periods. For damages claims, a three-year subjective period runs from the moment the injured party learns of the damage and who is responsible for it. But simultaneously, an objective period runs — ten years from when the damage occurred, fifteen years if the damage was caused intentionally. These periods run in parallel, and the claim becomes time-barred when whichever period expires first.

Special periods. Warranty claims have different deadlines. Insurance claims have different deadlines. Employment law claims have different deadlines. Anyone who does not track these correctly risks losing a claim they should have asserted earlier.

Suspension and interruption. The limitation period can be suspended — meaning it stops running — in certain circumstances. For example, when the creditor brings a claim before the court. Or during mediation. But it is not suspended by writing a letter. It is not suspended by negotiating. And that is the trap an enormous number of business owners fall into.

A real-world scenario: A client holds a receivable from a customer. The customer promises to pay. Once a quarter, an email arrives saying they are "working on it." The client waits, not wanting to damage the business relationship. One year passes. Two years. Two and a half years. And suddenly the client realises that in six months the claim will be time-barred — and the customer knew it all along.

Limitation as Tactical Pressure

This is where it gets most interesting — limitation as a negotiation tool.

An approaching limitation deadline creates pressure. And pressure is one of the most powerful forces in both law and business.

When you know the other side's claim expires in two months, you hold an enormous negotiating advantage. You can offer a settlement at a fraction of the original amount — and they will accept, because the alternative is zero. You can slow down discussions — because time is working for you. You can afford to be more patient than the other side can.

Conversely — when the approaching deadline threatens you, you have several options. File a lawsuit, even if you are not fully prepared — because filing suspends the limitation period. Or ask the debtor for a written acknowledgment of the debt, which triggers a new ten-year period. Or propose mediation, during which the period is also suspended.

The key is knowing about these options before it is Friday at five o'clock.

What to Do About It

Limitation is not an abstract legal concept taught in law school and then forgotten. It is a living, dangerous mechanism that extinguishes legitimate claims every single day.

Three rules that will save you money and sleepless nights:

First — for every claim you hold or know about, determine the exact limitation period. Not "roughly three years." Precisely. With a specific date.

Second — never rely on the other side acting in good faith. They may well be acting in good faith. But they may also be simply waiting for your deadline to pass.

Third — if you are not sure, ask a lawyer. Not in a month. Now. Because limitation does not forgive, and it does not distinguish between the party who was right and the party who arrived too late.

One of the worst feelings in legal practice is telling a client: "You were right. But it is too late." Do not let yourself end up in that position. Limitation is a silent killer — but it is not a deaf one. If you listen, you can hear it coming.

If the claim is still live but you are weighing whether to litigate, read [Not every battle is worth fighting](#) and [When to go to court and when to mediate](#). If the dispute is already running and you need to know what you can procedurally demand, see [What you can ask for in a civil lawsuit](#).

Worried something of yours may be timing out? A quick limitation check is cheaper than a dismissed-as-late claim. [Get in touch](#) — in our [dispute practice](#) we'll walk through your claims, calendar in hand.

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