FROM THE IUSTORIA BLOG

Tempo Belongs to Whoever Time Is Working For

> *The clock runs in every dispute — but at a different speed for each side. Work out whose asset is decaying and you know when to run and when to sit still.*

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16 September 2026 · 12 min read

The clock runs in every dispute, but it runs at a different speed for each side. Work out whose assets are losing value and you will know when to move fast and when to sit tight. More disputes are lost through bad timing than through bad arguments.

Two mistakes, one root

In years of contentious practice I have seen the same two opposite mistakes again and again. In the first, a creditor rushes although time is on their side. They sign a quick, bad deal because they cannot bear the uncertainty, and hand the other side a discount it did nothing to earn. In the second, a creditor waits although time is against them ("let's give it a bit longer, let's write to them once more"), and meanwhile the debtor gets rid of assets, the claim becomes time-barred, or the one moment when the debtor was willing to pay passes.

Both mistakes have the same root. The party sets its pace by how it **feels** (uncertainty hurts, conflict hurts, waiting hurts) instead of by an **inventory of assets**. The question to ask at the start of every dispute is simple, and hardly anyone asks it: *what exactly is losing value in this dispute, for whom, and how fast?*

Wasting assets: what decays in a dispute

Financiers talk about a *wasting asset*, meaning one that loses value simply as time passes, like an option nearing expiry. A dispute is made up entirely of assets like that.

Asset	How fast it decays	What to do about it
The other side's solvency	Non-linearly; in a jump on insolvency	Enforce while the debtor still lives off cash flow
The emotional window	Days to weeks	On small claims, often the only window you have
Evidence	Weeks (CCTV) to years (witness memory)	Document on day one, not "in case it's needed"
Limitation	In a jump — the day before and the day after	Watch the deadlines even while settlement talks run
Reputational heat	One-off; can only be spent once	An option that cannot be used twice
Default interest	**Grows**	Waiting pays on larger principal sums
The other side's cost of defence	**Grows**	Time works for you if you fund better

The other side's solvency is the most common item and the most underrated. A claim against a company heading for insolvency is worth less every week. While a debtor is still living off cash flow, you can do a deal with them. Once they tip into insolvency, you join the queue of creditors and full payment turns into a percentage.

On top of that, the insolvency administrator can challenge payments made shortly before insolvency as preferential, so even money you have already recovered is not entirely safe for a while.

The emotional window. People pay when they feel the heat: straight after being confronted, while the incident is fresh, while they are ashamed or afraid or just want some peace. Every day that passes moves the other side from "I'll pay just to make this go away" towards "they'll never actually go through with it". With small claims against individuals, the emotional window is often the **only** time the money can realistically be collected.

Evidence. Witnesses forget, employees leave, CCTV footage is overwritten within weeks, chat accounts get deleted, and the other side "loses" their phone. Securing evidence is the one thing in a dispute that can never wait.

Limitation. The general limitation period is three years. That sounds like plenty, and it is the most treacherous item on the list, because it does not lose value gradually: until the last day the claim is worth its full value, and the day after, nothing. I know of disputes where "settlement talks" went on for a year, only for it to emerge that half of the individual claims had become time-barred in the meantime. Settlement talks alone do not stop the limitation period. It stops running only if the parties expressly agree to negotiate about the claim out of court (Section 647 of the Civil Code), and it starts running again as soon as one of them refuses to continue. If you negotiate for a long time, you have to watch the deadlines, agree to extend them, or file the claim and keep negotiating in parallel. You can do both at once, and that is often the strongest position to be in.

Two cases, mirrored

Both examples are anonymised and generalised; the outcome of any matter depends on its own circumstances.

Case one: time was working for us, so we sat tight. A dispute over a claim in the high hundreds of thousands. The other side came to the settlement meeting with a "final" offer worth a fraction of the claim and told us we had to decide on the spot. But the inventory of assets left no doubt: the debtor was solvent, interest was accruing on the claim, the evidence was secured and limitation was a long way off. The only thing losing value was the *other side's* time, as interest and costs mounted against them. So we did not hurry. We ignored the pressure, left the offer where it lay and carried on at our own pace. Within ninety minutes the other side had more than doubled its own offer without our client giving up a single crown, because every minute we sat there calmly cost them money and certainty.

Case two: time was working against us, so we moved fast. A claim of a few thousand against an individual over an online purchase that went wrong. The formal route of complaint, proceedings and statements would have taken months and most likely come to nothing: the state does not realistically recover sums that small from someone with no money. The only asset worth anything was the emotional window. The other side had just been confronted, had been caught off guard, and could see the documentation piling up. So we enforced at once, in writing, with short deadlines and a drafted but unsent filing as leverage. The money arrived within twenty-four hours. A week later it would have never come.

Same lawyer, same law, opposite tempo. In both matters the arguments were strong. What differed was whose assets were losing value.

The time balance sheet: draw it on day one

I recommend to every client, and to myself in every matter, that at the start of a dispute a **time** balance sheet be drawn up alongside the financial one. It takes half a page and four questions:

What is losing value on our side? (The debtor's solvency, evidence, witnesses, limitation, our liquidity and our nerves, which count too, because an exhausted client makes bad decisions.)

What is losing value on theirs? (Accruing interest, the cost of defending, exposure to reputational damage, dependence on financing, a key witness in their own ranks who might leave.)

Where are the discontinuities? (The limitation date, the maturity of their loans, the end of the financial year, the general meeting, signs of insolvency: the moments when value changes in a jump rather than gradually.)

> **THE QUESTION THAT GOVERNS ALL THE OTHERS**
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> Which of us needs the deal sooner? The answer determines who makes the first offer, how long the deadlines we set are, and whether we respond to a "final offer valid until this evening" or let it burn out.

The balance sheet has to be redone from time to time, because the rate of change itself changes. BATNA, the best alternative to a negotiated agreement, is not a constant but a function of time. A position that is strong today may be worthless in six months if the debtor is sliding towards insolvency, and the reverse can happen if the other side is running out of money to litigate. If you worked out your alternative once at the outset and treat it as fixed, you are negotiating from an out-of-date map.

Defending against someone else's tempo

One last point, and perhaps the most useful: pressure on timing is the cheapest manipulation there is at a negotiating table. "The offer is only valid today." "The boss wants this closed by Friday." "Either now, or we go to court." Whenever someone pushes you with time, ask yourself one question: *will my position get worse if I wait?* If it will, and you can say why and how fast, the pressure is real and deserves to be taken seriously. If it will not, it is theatre. A real deadline has a reason you can check; an artificial one only has volume.

It works in reverse too. When you set a deadline, set only one you are prepared to enforce. A deadline that passes without consequences is the most expensive thing you can say, because from then on the other side knows your clock does not really strike. You get to set the tempo once. If you give it away, buying it back costs a great deal.

What to take away

A dispute is not a game of chess in which each player waits for the other to move. It is a game in which the pieces decay, different pieces for each side and at different speeds. On day one, write down what is losing value for you and what is losing value for them. That will tell you whether to move fast or sit tight. And the next time someone tells you "this offer is only good until tonight", you will know exactly what to ask.

The most treacherous item on the list is covered in detail in Limitation: the silent claim killer. Why a lawsuit and a commercial negotiation are the same game is the subject of What litigation and business negotiation have in common, and how to recognise which game you are actually playing, of Chess, poker, Monopoly.

The time balance sheet of a specific conflict, and the decision when to move fast and when to sit tight, is part of the playbook we build in the War Room.

Not sure whether to push or to wait? It depends on who time is working for, and that can be worked out in half an hour. Get in touch, or read what the War Room playbook contains.

This text is a general commentary, not legal advice; every situation requires its own assessment. The cases described are anonymised and generalised; no outcome can be guaranteed in any matter. Law as at August 2026.

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https://www.iustoria.cz/en/blog/tempo-belongs-to-whoever-time-is-working-for/