# Chapter XX

# UKRAINE

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## I INTRODUCTION TO DISPUTE RESOLUTION FRAMEWORK

Ukraine is a civil law country with the Constitution being a principal source of law. The main sources of civil and commercial law are acts promulgated by the legislative and executive branches of the state. International treaties ratified by Parliament become part of national law and prevail in a conflict with domestic law. Judgments issued by courts of general jurisdiction are not recognised as a source of law in Ukraine, but play a significant role in its interpretation. However, since 2010 the status of the Supreme Court's decision was upgraded from being binding only on the parties involved in a specific case to a source of law that all judges and administrative authorities in Ukraine must follow. There are three branches of government in Ukraine: legislative, executive and judicial. The legislative branch is represented by the Verkhovna Rada of Ukraine (the Parliament). The Cabinet of Ministers of Ukraine is the highest executive body. The judicial system comprises the Constitutional Court of Ukraine and courts of general jurisdiction.

The Constitutional Court is the sole body of constitutional jurisdiction in Ukraine, which decides, *inter alia*, on constitutionality of laws and the official interpretation of the Constitution and laws. The judgments and opinions of the Constitutional Court are final and binding.

The system of courts of general jurisdiction encompasses:

*a* local courts;
*b* appellate courts;
*c* specialised high courts; and
*d* the Supreme Court of Ukraine.

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Based on the specialisation principle, the courts of general jurisdiction consider the following types of cases: civil, criminal, commercial and administrative and cases on administrative offences.

Local courts are the first instance courts encompassing local general, commercial and administrative courts. Local general courts try civil and criminal cases, as well as certain types of administrative cases (e.g., cases involving local government). Local commercial courts mainly adjudicate in commercial disputes involving individuals registered as 'private entrepreneurs' and legal entities, corporate disputes and bankruptcy cases. Local administrative courts handle administrative disputes with the participation of government authorities or officers.

Appellate courts consist of appellate general, commercial and administrative courts, which examine appeals in relation to judgments of respective local courts that have not become effective.

The high courts are specialised. These are the highest courts of appeal for most cases. They comprise the High Specialised Court for Civil and Criminal Cases, the High Commercial Court of Ukraine and the High Administrative Court of Ukraine. These courts review cassation (second instance) appeals from judgments of respective lower courts and issue recommendations regarding the application of laws.

The highest judicial institution of general jurisdiction is the Supreme Court. The Supreme Court reviews cassation appeals when they are based on different applications of a legal rule by specialised courts in similar cases, or when determining whether a judgment by an international court, whose jurisdiction is recognised by the Ukraine, violates Ukraine's international obligations.

Alternative dispute resolution ('ADR') in Ukraine is represented by arbitration and mediation. ADR procedures are used upon the agreement of the parties. They are discussed in more detail in Section VI, *infra*.

## II THE YEAR IN REVIEW

### i The High Commercial Court Recommendations on application of the land legislation

The Presidium of the High Commercial Court of Ukraine adopted Recommendations No. 04-06/15 on 2 February 2010 ('the Recommendations') to ensure the uniform and proper application of substantive and procedural laws in land disputes. The Recommendations were issued to clarify the exclusive jurisdiction of commercial courts in different types of land disputes (since in many cases their jurisdiction in practice overlaps with that of administrative courts). The Recommendations contain clarifications to the lower courts regarding: jurisdiction matters; application of injunctive relief; liability for violation of land legislation; and the particularities of dispute resolutions with different categories of land and participants involved. The Presidium also provided detailed guidance regarding the use of different forms of pre-judgment relief.

### ii The High Commercial Court Recommendations regarding amendments to earlier clarifications of this Court

The High Commercial Court Recommendations regarding the numerous abuses of procedural rights by litigants stipulated that litigants should use their procedural rights in a proper fashion. The Recommendations contain the definition of abuse of procedural rights and prohibit certain actions aimed at abuse of procedural rights by third parties to the case. It also concerns the abuse of procedural rights by attorneys. The Recommendations stated that the court can influence an attorney's procedural behaviour through the disciplinary committee of the Bar. It is also stated that a post office receipt could be used as adequate proof that a submission had been dispatched. The Recommendations state that the absence of the enclosure description could not be grounds for returning the claim.

## III COURT PROCEDURE

### i Overview of court procedure

The principal statutes governing court procedure are the Commercial Procedure Code, the Civil Procedure Code, the Code of Administrative Justice, the Criminal Procedure Code and the Law on Enforcement Proceedings. Civil and administrative procedures generally adhere to the same structure, while commercial procedure is somewhat different. An outline of commercial litigation follows, as well as certain peculiarities of civil and administrative proceedings.

### ii Procedures and time frames

Litigation usually commences after a written statement of a claim is filed with a local commercial court. Unless there are grounds to reject the statement of claim, the court opens proceeding by issuing a respective decree that is served on the parties.

A case at a local court is usually heard by a single judge. Witness statements are not accepted as evidence in commercial litigation, but are in civil and administrative proceedings. At the same time, a commercial court may request explanations from parties' representatives or other participants of a proceeding. According to established practice, most of the evidence comprises written documents.

As a rule, the case trial is completed with issuance of a judgment. The parties, prosecutor, third parties, non-parties to the case affected by a judgment may appeal a judgment as a whole or in part within 10 days of its approval or execution. When that period has lapsed, the judgment becomes effective unless it has been appealed.

Appeals hearings are held in nearly the same form as the hearings at the first instance. An appellate court verifies legality and relevance of a judgment within the scope of relief sought from the local court and may examine new evidence not submitted previously for justifiable reasons.

Based on its findings, an appellate court has the authority to (1) uphold a local court judgment, (2) alter the judgment, (3) vacate the judgment and render a new judgment, (4) close the proceedings or (5) reject the claim. The parties, prosecutor, third parties or non-parties affected by a judgment of an appellate commercial court may make a cassation appeal to the High Commercial Court within 20 days of the

judgment becoming effective. The same period for cassation appeal is applicable in the scope of civil and administrative proceedings. Cassation appeal may invoke only issues of substantive or procedural law. The cassation procedure does not involve examination of evidence. The hearings are usually very brief, consisting of short speeches by the parties and questions from the court.

The parties to a case and the Prosecutor General may appeal a High Commercial Court judgment to the Supreme Court under exceptional circumstances (e.g., different application of a legal rule by the High Commercial Court in similar cases or determination of a judgment as violating Ukraine's international obligations by an international court whose jurisdiction is recognised by the Ukraine).

A commercial court may retry a case based on new facts critical for correct dispute resolution. The list of exclusive grounds for retrial based on new facts is provided by the Code of Commercial Procedure. A party can petition for a retrial based on new facts within one month of their discovery.

Enforcement of judgments is administered by the state enforcement authority pursuant to the Law on Enforcement Proceedings.

As a general rule, a case trial in lower courts should be completed within two months of receipt of the claim by the court. Appellate proceedings should be carried out within two months upon rendering a decree on acceptance of the appeal for consideration. Contrary, appellate proceedings with respect to challenging a decree should be carried out within 15 days upon rendering a resolution on acceptance of the appeal for consideration. Cassation proceedings should be carried out within one month for final judgments and 15 days for procedural rulings from the moment a ruling is issued accepting the cassation appeal.

At the same time, the law provides for an extension or stay of proceedings in certain cases and enables litigants to employ dilatory tactics (e.g., by challenging the judges). Furthermore, the Supreme Court of Ukraine may send a case for retrial to the cassation court (High Court) and, respectively, the court of cassation may send a case for retrial to the court of appeal.

The claimant may petition the court for an interim injunction (e.g., by attaching respondent's property or enjoining from certain actions). An injunction may be granted if the applicant demonstrates that it will be difficult or impossible to enforce the judgment in absence of the injunction.

A simplified *ex parte* procedure is available in the general courts for, *inter alia*, undisputed claims based on a written agreement or deed. In this case the court issues an order regarding the relief sought within a three-day term without holding a hearing.

### iii Class actions

Ukrainian procedural law does not provide for class actions. At the same time, some traces of this legal concept may be found in the Law on Consumer Rights Protection authorising consumer associations to bring lawsuits seeking to recognise as illegal and stop the actions of retailers, manufacturers or contractors with regard to an indefinite number of consumers. The judgments in such cases must be taken into account by courts reviewing the claims of individual consumers seeking damages as a result of such illegal actions. Notably, such claims have not become common in Ukraine so far.

### iv Representation in proceedings

Litigants, whether individuals or legal entities, are entitled to represent themselves or act through their representatives. There is no requirement for a representative in court proceeding to be a lawyer or attorney (lawyer admitted to the bar in Ukraine), except for criminal proceedings, where defenders are generally required to be attorneys.

### v Service out of jurisdiction

Ukrainian courts may request foreign courts or other competent authorities to perform certain procedural actions, including service of process, outside Ukraine. Unless an international treaty of Ukraine provides otherwise, such requests are communicated through diplomatic channels. The procedure applies equally to legal entities and natural persons.

Importantly, Ukraine is party to the 1965 Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, as well as a number of bilateral treaties that may be used for service of process outside Ukraine.

### vi Enforcement of foreign judgments

Foreign judgments are recognised and enforced in Ukraine if this is envisaged by an international treaty to which Ukraine is party or under the reciprocity principle. Pursuant to recent legislative amendments, reciprocity is presumed unless there is evidence to the contrary. Previously, an *ad hoc* arrangement with the state concerned was required making it virtually impossible to enforce a foreign judgment in the absence of an international treaty.

A party seeking to enforce a foreign judgment files a motion with the court at the debtor's location. The motion must be filed within three years of the date the foreign judgment became effective. A foreign judgment may not be enforced if, *inter alia*, the judgment has not become effective or its enforcement would jeopardise Ukraine's interests.

### vii Assistance to foreign courts

Under applicable law, the Ukrainian courts may assist foreign courts with procedural actions (e.g., service of process or witness examination) pursuant to requests communicated under a respective international treaty or, where there is no treaty, through diplomatic channels. Assistance is denied if there is a possibility that such action may infringe on Ukraine's sovereignty or threaten its national security, is outside the court's jurisdiction, or is contrary to Ukrainian law or international treaties.

### viii Access to court files

Generally, only the parties to a case have access to court files in respect of that case. At the same time, a non-party affected by a judgment may be permitted to review and copy the judgment.

Under the Law on Access to Court Judgments, the public is entitled to access judgments free of charge through the Unified State Register of Court Judgments,

available online.[1] The Register contains only judgments issued after its creation in 2006 and may lack certain judgments due to deficiencies in its administration.

### ix Litigation funding

Ukrainian law does not address the issue of litigation funding by a disinterested third party. Notably, litigation expenses include a state filing fee. The High Commercial Court clarified that if a third party paid the state filing fee on behalf of a claimant (appellant) according to the established procedure and in the required amount, a commercial court may not reject the claim (appeal).[2]

It should be noted that the court may order the losing party to reimburse court expenses to the successful party. In the context of a commercial proceeding, the Supreme Court and the High Commercial Court clarified that attorney fees may be reimbursed only if those fees have been paid to the attorney by the party benefiting from such services, and there is evidence of their actual payment.[3] Accordingly, it appears that a court would be reluctant to approve reimbursement of court expenses paid by a third party and not by a litigant.

## IV LEGAL PRACTICE

### i Conflicts of interest and Chinese walls

General conflict of interest rules are set forth in procedural statutes and apply equally to all representatives before a court, including non-lawyers. The Law on the Bar and the Rules of Attorney Ethics ('the Rules of Ethics') provide for special conflict of interest rules applicable to attorneys (i.e. lawyers admitted to the bar in Ukraine).

In civil and administrative proceedings a person may not act as a representative in a case where he or she is or has been active in another capacity (e.g., as an expert, judge or witness). Similar practice is upheld by the commercial courts although the Commercial Procedure Code does not expressly provide for it.

Under the Law on the Bar, attorneys may not render legal services in a legal matter where they advise or have advised a party with opposing interests (or where they are or have been active in another capacity (e.g., as an expert, arbitrator, claimant, or a relative thereof). The Rules of Ethics require attorneys to inform clients on the facts that may give rise to a conflict of interest before signing a legal services agreement. An attorney's

1 www.reyestr.court.gov.ua.

2 Clarification of the High Commercial Court of Ukraine on Certain Issues of Practice of Application of Chapter VI of the Commercial Procedure Code of Ukraine as of 4 March 1998 No. 02-5/78, as amended.

3 Judgment of the Supreme Court of Ukraine in *RAFAKO SA v. OJSC 'Donetskoblenerho'* as of 1 October 2002 No. 30/63, Information Letter of the High Commercial Court of Ukraine on Certain Issues Raised in Reports on Activities of Ukrainian Commercial Courts in 2003 as to Application of the Commercial Procedure Code of Ukraine as of 14 July 2004 No. 01-8/1270, as amended.

failure to comply with conflict of interest rules may result in disciplinary sanctions (the maximum available being disbarment).

Notably, neither the Law on the Bar nor the Rules of Ethics apply to the lawyers who are not admitted to the bar or law firms not in the form of attorneys partnership.

The Rules of Ethics prohibit an attorney from assisting a client whose interests are or may potentially be in conflict with interests of another client of such an attorney or his or her attorney's firm. This requirement may be waived by express consent of both clients concerned. Thus, in practice, Chinese walls may be established subject to prior consent of both clients, and provided confidentiality rules are observed.

### ii Money laundering, proceeds of crime and funds related to terrorism

Adoption of the New Law of Ukraine 'On Prevention and Counteraction of the Legalisation (Laundering) of the Proceeds from Crime or Combating Terrorist Financing' ('the AML Law') on 21 August 2010 put lawyers in a complicated situation. According to the AML Law, attorneys and private entrepreneurs or companies providing legal services are required to act as monitoring institutions when they are involved in the preparation and exercise of any transaction concerning: sale and purchase of real estate; asset management; bank or securities account management; attraction of assets for the incorporation of legal entities, support of their activity and their management; incorporation of legal entities, support of their activity, and their management; or sale of legal entities. In accordance with the provisions of the new law, a company that provides legal services could not refer to an attorney–client privilege, except where the information is privileged because it is connected with representing the client in court.

## V DOCUMENTS AND THE PROTECTION OF PRIVILEGE

### i Privilege

Under the Law on the Bar, issues raised by clients, advice and other information obtained by an attorney during his or her professional activities are subject to attorney–client privilege. Attorneys, their assistants and officers of an attorney's firm may not disclose information subject to attorney–client privilege. The said persons, as well as technical staff of an attorney's firm may not be interrogated on the matters covered by attorney–client privilege. The Rules of Ethics also provide for confidentiality of any information about the client and any information obtained from the client. Such a confidentiality rule does not, however, apply to this information when given by an attorney being interrogated as a witness unless it is privileged.

Attorney–client privilege does not extend to the information in possession of third parties, including the client. This approach is confirmed by judicial practice where courts ordered clients to produce information subject to attorney–client privilege.

Rights and obligations concerning attorney–client privilege do not apply to in-house lawyers, lawyers not admitted to the bar or law firms not in the form of an attorneys' partnership, as well as to foreign lawyers unless they are admitted to the Ukrainian bar.

Several bills on restatement of the Law on the Bar have been submitted for consideration to Parliament. In respect of attorney–client privilege, the legislative proposals envisage survival of privilege obligations following termination of an attorney's

practice or disbarment. It is also proposed to provide that the privilege should not apply to attorney–client disputes and disciplinary procedures in respect of an attorney.

### ii Production of documents

As a general requirement, each party must prove the facts it is relying on. Apart from such facts, evidence also includes any other facts important to correct dispute resolution. The court will accept only the evidence relevant to the case and in a form provided for by the law. Documents provided to the court must be original or certified copies. If a copy of the document is presented to court, any party or the court may request that the original also be submitted.

The court may order an opponent or third party, regardless of its participation in the case, to produce documents or other evidence upon a party's motion (or on the court's own initiative, in commercial litigation). The requesting party should specify the particular evidence requested, why it believes that the third party possesses such evidence and facts to be confirmed by such evidence.

Should it be necessary to obtain documents stored abroad, the court may address a foreign court with a relevant request. The request is communicated through diplomatic channels unless a Ukrainian international treaty provides for another procedure.

Parties to a court proceeding have no obligation to produce documents in possession of a third party. Also, as follows from Ukrainian law the court may request only particular documents or evidence and not all documents held by a litigant or a non-party.

The Law on Electronic Documents and their Circulation provides that the court may not reject a document as evidence only because it is in an electronic form. Electronic documents must be given the same legal effect as their paper equivalents, as long as certain requirements envisaged by the law are met. In particular, an electronic digital signature (used for identification of signatory and confirmation of entirety of the document) must be affixed to an electronic document by its signatory. Electronic documents bearing an electronic digital signature with a certified public key must be accepted by the court as written evidence except where electronic document may not be used as an original document (e.g., inheritance certificate). However, neither law nor court practice is clear as to whether documents bearing digital signatures without a certified public key may be accepted as evidence.

Following on from a recent High Commercial Court judgment, copies of electronic documents to be produced to the court should be certified by an authorised key certification organisation.[4]

4 Judgment of the High Commercial Court of Ukraine in *LLC Monolit-2002 v. JSCB East-European Bank* as of 26 January 2010 No. 25/160.

## VI ALTERNATIVES TO LITIGATION

### i Overview of alternatives to litigation

In Ukraine, arbitration has proven to be an efficient method of dispute resolution owing to the impossibility of making an appeal on the merits of an arbitral award and limited procedural review. While arbitration is rather common, especially in cross-border transactions, mediation is relatively rare due to an insufficient legal framework.

### ii Arbitration

Two separate statutes govern international and domestic arbitration in Ukraine. International arbitration is governed by the Law on International Commercial Arbitration ('the ICA Law'), which is a virtually verbatim translation of the UNCITRAL Model Law on International Commercial Arbitration, except for a few minor deviations. Domestic arbitration is governed by the Law on Courts of Arbitration.

The main international arbitration institution in Ukraine is the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry ('the ICAC'). Disputes arising from foreign trade or other foreign commercial relations may be brought to the ICAC provided that the parties agree in writing to resort to the ICAC and at least one of them is headquartered abroad. The ICAC may also handle disputes involving companies with foreign investment, international associations and organisations established in Ukraine.

More than a hundred permanent domestic arbitral institutions provide arbitration services for domestic disputes in Ukraine. *Ad hoc* arbitrations, on the contrary, are not common.

An arbitration agreement must be in writing and refer to an arbitral institution selected by the parties or expressly provide for *ad hoc* arbitration. There have been a number of cases in Ukraine where the courts refused to uphold the validity of an arbitration agreement due to the incorrect naming of the arbitral institution.

An arbitral award may be appealed within three months of its receipt by an interested party. Ukrainian law provides for limited rights of appeal of an arbitral award. The grounds for setting aside an international arbitral award issued in Ukraine are equivalent to Article 34 of the UNCITRAL Model Law and Article V of the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards ('the New York Convention').

A domestic arbitral award may also be vacated if the composition of the tribunal did not comply with the Law on Courts of Arbitration or the tribunal decided on rights or obligations of non-parties to the case.

Ukraine is a signatory to the New York Convention. Thus, arbitral awards issued in any of the more than 140 countries that are party to this Convention are enforceable in Ukraine, making arbitration a vital component of any international contract involving Ukrainian parties.

A foreign arbitral award is binding in Ukraine and shall be enforced upon its recognition by a competent Ukrainian court. Recognition and enforcement of foreign arbitral awards may be denied only in cases stipulated by the New York Convention. Ukrainian courts are generally inclined to grant enforcement of foreign arbitral awards.

Procedural irregularities most often serve as grounds for denying such recognition and enforcement while Ukrainian courts sometimes also invoke Ukraine's public policy in relevant judgments.

A party seeking to have a foreign arbitral award recognised in Ukraine should file a motion with the first instance general court at the debtor's location. The motion should be filed within three years of the date the foreign arbitral award became effective.

An appeal from the judgment granting or denying enforcement of the award may be taken to the appellate court and then to the High Specialised Court for Civil and Criminal Cases. If a party does not carry out the judgment granting enforcement of an arbitral award voluntarily, a compulsory enforcement procedure applies. The party relying on the arbitral award has three years after the judgment granting enforcement of such award became effective to enforce the award.

### iii Mediation

There are no specific rules governing mediations in Ukraine. Thus mediator or the parties (or both) are free to determine the mediation procedure at their discretion. Although mediation may result in a binding agreement, consented to and signed by the parties, each party preserves the right to bring a court claim.

In Ukraine, mediation is rarely used as an alternative to court proceedings or arbitration. However, mediation is sometimes used as a method of reconciliation of victims and offenders.

The government plans to promote mediation in Ukraine. To this effect, the Ministry of Justice has prepared a bill that is now pending before the Cabinet of Ministers and, if approved, would be submitted to Parliament.

## VII OUTLOOK AND CONCLUSIONS

2010 has been marked by the completion of a major procedural law reform in Ukraine. On 7 July 2010 the Parliament of Ukraine adopted the Law on Judiciary and the Status of Judges, No. 2453-VI. This law introduced significant changes to the court organisation, procedure for the selection of judges, and the procedural rules. Among other changes, the new law established the High Specialised Court for Civil and Criminal Cases, limited the powers of the Supreme Court, introduced a new system of case management, shortened procedural time limits, changed the procedure for selection of judges and granted the status of precedents to the decisions of the Supreme Court of Ukraine.

## OLEKSIY DIDKOVSKIY

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Oleksiy Didkovskiy is the managing partner, co-head of the dispute resolution and business law practice group, and the head of the telecoms practice group.

Mr Didkovskiy focuses on M&A, corporate law, litigation and arbitration, project finance, securities, foreign investment, and telecommunications law.

At Asters he has led several complex litigation projects and has advised a number of major Ukrainian and international companies on dispute resolution and business law matters: Telenor on complex transnational arbitration and litigation proceedings in a dispute with subsidiaries of Alfa Group (Russia) over the corporate governance matters in the leading Ukrainian telecom operator Kyivstar GSM; ED&F Man on complex litigation matters in connection with its newly acquired subsidiaries and sugar production facilities in Ukraine defending the client against abusive litigation; Allianz Ukraine on insurance-related litigation in Ukraine; a leading international steel trader on litigation and a leading international grain trader on recognition and enforcement of an arbitral award in Ukraine.

Mr Didkovskiy is recognised as a globally pre-eminent legal practitioner by *The Legal 500*, *PLC Which Lawyer?*, *Chambers Global* and *Chambers Europe*, *Best Lawyers*, *Who's Who Legal*, *Ukrainian Law Firms* and *Expert Guides*.

Oleksiy received his law degree from the Institute of International Relations of Kiev National University (1996) and is admitted in Ukraine (1996). Languages: English, Ukrainian and Russian.

## YAROSLAV PETROV

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Yaroslav Petrov focuses on litigation, international arbitration, international trade and oil and gas projects.

Mr Petrov's experience includes: advising clients on various matters related to international arbitration; representing clients in arbitration proceedings under the Rules of the International Commercial Arbitration Court of the Ukrainian Chamber of Commerce and Industry; advising clients and drafting submissions in the scope of arbitration proceedings under the Rules of Arbitration Institute of the Stockholm Chamber of Commerce, American Arbitration Association (AAA) and International Commercial Arbitration Court of the Ukrainian Chamber of Commerce and Industry; advising clients with respect to global dispute resolution strategy purporting to protect their investments in Ukraine under Product Sharing Agreements using international commercial, investment arbitration and arbitration under the procedures provided by the Energy Charter Treaty; participating in drafting expert reports on the scope of arbitration proceedings; and drafting mediation clauses and advising clients on the mediation procedures.

Yaroslav is a national reporter for KluwerArbitration.com and *World Arbitration Reporter*, published by Juris Publications.

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Mr Pozhidayev focuses on litigation and arbitration, as well as corporate and commercial law. Prior to joining the firm in 2005, Mr Pozhidayev worked as an associate with Chernyavsky Kalinska and Partners Consult Law Firm where he focused on commercial litigation.

At Asters, Mr Pozhidayev has advised and represented leading Ukrainian companies, including mobile operators, agribusiness and pharmaceutical companies, in litigation and arbitration matters, representing clients in commercial courts of all levels in corporate disputes and in general courts in connection with various lawsuits and fact-finding proceedings and advice on various arbitration matters.

Among his recent projects, Andriy advised a multinational logistics company concerning its litigation with the Ukrainian tax authorities in respect of a 24-million hryvnia claim of additionally assessed tax liabilities as well as participation in criminal proceedings initiated by the Ukrainian tax police and involving one of the firm's clients.

Mr Pozhidayev has solid experience in litigation, ranging from corporate disputes to court actions against various state authorities in the courts of all levels, including supreme specialised courts and the Supreme Court of Ukraine.

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