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June 2025

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The information contained in this bulletin is presented to the best of our knowledge and belief at the time of going to press. However, specific information related to the topics listed in this bulletin should be consulted before any decisions are made.

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News in legislation

Draft Lobbying Regulation Bill

On June 12, 2025, the Lobbying Regulation Bill (the "Law") was promulgated in the Collection of Laws under No. 168/2025 Sb. The Law regulates the conditions for lobbying, the duties of lobbyists and the lobbied, as well as the scope of public authority bodies in the field of lobbying. It is set to come into effect on July 1, 2025.

The aim of the proposed regulation is to establish transparent rules for lobbying and define it as a standard activity within legislative and other decision-making processes at the central level.

According to the Law, lobbying is an activity aimed at directly influencing the actions of the lobbied during the preparation, discussion, or approval of legislation, measures of general scope, conceptual documents, or during the negotiation and discussion of international treaties, or when granting consent to their ratification, withdrawal, or signing.

Lobbying, according to the Law, does not include, in particular, when a natural person acts while fulfilling their work or official duties toward the state or an organization that the state predominantly funds, controls, or appoints the majority of its members to its organs. Lobbying does not include the activities of Parliament and its bodies, political parties and movements, communication through the media, exercising petition rights, individual civic initiatives, or submitting comments on draft legislation and conceptual documents according to established rules. Also excluded are participation in advisory bodies of the government and central administrative authorities, public consultations, and discussions with representatives of foreign states or international organizations.

The main tool for regulating lobbying is the establishment of a lobbying register as an information system of public administration, in which both lobbyists and the lobbied will be recorded. Lobbyists will be required to notify the Ministry of Justice in advance of their intention to lobby. The authorities or state organizational units where the lobbied operate (e.g., ministries, the Chamber of Deputies' Office, the Senate's Office) will be required to register the lobbied in the register. Lobbyists will need to state in the register on whose behalf they are lobbying before beginning their lobbying activities. Furthermore, lobbyists will be required to submit a declaration in the register regarding their lobbying activities over the past six months.

A lobbyist intending to lobby will be obliged to inform the lobbied of their role as a lobbyist according to this law and state on whose behalf they are lobbying.

The Law also regulates penalties for violations of lobbying rules. A lobbyist's offense can include, for example, continued lobbying without authorization, providing false information in the register, lobbying through ineligible persons, or failing to inform the recipient of lobbying about their role. The lobbied can commit an offense if they fail to ensure the inclusion of information about lobbying in the explanatory report of the draft law. Offenses can



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result in fines ranging from CZK 50,000 to CZK 1,000,000 (or up to 3% of the company's assets), and in serious cases, a ban on activities.

By enhancing transparency in these areas, the regulation aims to primarily reduce undesirable phenomena often associated with lobbying, such as corruption, conflicts of interest, and clientelism.

Case law updates

Assignment of a claim secured by a lien

(Judgment of the Supreme Court, case no. 21 Cdo 3283/2024, dated April 28, 2025)

In 2012, the Artesa Savings Cooperative entered into a loan agreement worth CZK 76 million with two business companies. To secure this claim, real estate owned by the defendant, who was also the managing director of one of the debtor companies, was used. For this purpose, a pledge agreement was made between the Artesa Savings Cooperative and the defendant, in which the defendant, among other things, committed to allowing the creditor access to the pledged properties and to paying a contractual penalty in case of failure to fulfill this obligation.

The debtors failed to repay the loan, so in 2018, the Artesa Savings Cooperative assigned the claim against the debtors to the plaintiff. In 2021, the plaintiff attempted to enforce its presumed rights from the pledge agreement and twice demanded that the defendant allow access to the properties secured by the pledge. Since access was not granted, the plaintiff calculated a contractual penalty of CZK 100,000 and filed a lawsuit.

The defendant argued that while the plaintiff had acquired the claim from the loan agreement, it did not become a party to the pledge agreement and therefore could not assert other rights, such as the claim for the contractual penalty. The first-instance court rejected the lawsuit, and the appellate court upheld the decision. Both courts concluded that the plaintiff was not actively entitled because the pledge agreement itself had not been assigned to her.

The Supreme Court then assessed the admissibility of the plaintiff's appeal. After reviewing the case, the Supreme Court concluded that although the assignment of a claim under Section 1880(1) of the Civil Code includes the transfer of its accessories and rights associated with the claim, including its security, the rights exclusively related to the pledge agreement do not transfer automatically. Such rights can only be transferred by following the procedure in Section 1895 of the Civil Code, which involves the assignment of the entire contract. In this case, however, the pledge agreement itself had not been assigned, and thus the plaintiff did not become a party entitled to claim performance of obligations arising from it, including the contractual penalty agreed upon between the original pledge creditor and the defendant as the pledger.

Therefore, the Supreme Court dismissed the appeal, concluding that *"the legal consequence of the assignment of the claim*

(Section 1880(1) of the Civil Code) is not the transfer of rights arising from ancillary agreements related only to the pledge securing the assigned claim (i.e., the relationship between the pledger and the pledge creditor), which are not inherently connected to the security itself (the pledge right) and do not have a direct link to the secured claim."

Burden of proof regarding the non-presentation of the bill of exchange for payment

(Judgment of the Supreme Court, case no. 29 Cdo 277/2024, dated March 31, 2025)

In 2020, the first defendant issued a promissory note in the amount of CZK 7,200,000, which included a "no protest" clause and was avalized by the second defendant as a guarantor. In 2022, the plaintiff filed a motion for the issuance of a promissory note payment order, which the first-instance court granted, ordering the defendants to pay the promissory sum, interest, fees, and costs of the proceedings.

The first defendant filed objections to the payment order, arguing that the promissory note had not been presented for payment and that the promissory sum had already been paid, so the plaintiff was not entitled to any further payment. The court found that the second defendant was not present at the payment location at the time of maturity, and the plaintiff refused his request to present the note elsewhere (abroad).

The first-instance court annulled the payment order with respect to the promissory sum but upheld it regarding the claim for interest, promissory fees, and reimbursement of costs. The first-instance court justified its decision by stating that the burden of proof regarding the non-presentation of the promissory note rested with the defendants. The court indicated that if the debtor is unable to provide evidence of the non-presentation, the promissory note is considered duly and timely presented for payment.

The Prague Court of Appeals, acting as an appellate court, reached the opposite conclusion. It found that the plaintiff had not presented the promissory note for payment, and thus the defendants could not be in default. The appellate court annulled the first-instance court's judgment regarding the promissory interest and fees and dismissed the claim in this respect.

The plaintiff filed an appeal, claiming incorrect legal assessment, violation of the right to a fair trial, and improper evaluation of evidence.

The Supreme Court reminded that according to established case law, in the case of a promissory note containing the "no protest" clause, the burden of proof regarding its non-presentation for payment lies with the party invoking this fact i.e., the defendants. This conclusion also applies in cases where the promissory note has not been expressly protested, as the "no protest" clause does not relieve the note holder of the obligation to present the note for payment on time and provide the necessary notifications (Section 46(2) of the Bills of Exchange Act).

In the case at hand, the burden of proving that the note was not presented for payment rested on the first defendant as the issuer



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of the note. The second defendant, as the avalizer, was not required to have the note presented for payment. Therefore, it was up to the defendants to prove that the note had not been presented to the issuer.

The appellate court concluded that the note had not been presented based on the fact that the second defendant was not present at the payment location at the time of maturity and that the plaintiff refused his request to present the note at a different location (abroad). The Supreme Court found this legal assessment to be incorrect, as this conclusion did not address whether the note was actually presented to the first defendant as the issuer at the location specified in the note. The mere absence of the avalizer at the payment location is not evidence that the note was not presented to the issuer and cannot lead to the conclusion that the plaintiff failed to fulfill the obligation to present the note for payment in accordance with Section 38(1) of the Bills of Exchange Act.

Therefore, the Supreme Court annulled the decision and remanded the case to the appellate court for further proceedings.

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Všechna práva vyhrazena

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