Murar și Asociații

ROMANIAN LAW FIRM · SINCE 2009

The Legal Guide to Your Business

FIFTH EDITION · 2026

A revised and expanded edition

ENGLISH EDITION

Clear legal foundations for business decisions

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FOREWORD

Dear readers, the fifth edition of The Legal Guide to Your Business continues the project begun in 2013 and preserves the purpose of the 2018 edition: to give entrepreneurs, companies and institutions a practical reference for everyday legal decisions.

We have retained the sequence of the nine chapters in the fourth edition and their operational themes. The content has been rewritten for the framework applicable in 2026. The explanations focus on the documents, deadlines and questions to clarify before making a decision.

Murar și Asociații provides legal advice, assistance and representation nationally and internationally. Debt recovery, insolvency, business disputes and administrative and tax litigation are central to our work, alongside the other areas covered in this guide.

The edition's legal currency

The editorial cut-off date is 15 September 2026. National legislation and relevant legal commentary were checked in their current versions at that date; applicable official sources were used for European Union law. The rule, consolidated text, transitional provisions and facts should be checked again before any specific decision.

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WHAT HAS CHANGED SINCE THE FOURTH EDITION

- Trade register procedures are based on Law No. 265/2022, electronic filing and beneficial ownership checks.
- CAEN Rev.3 applies from 1 January 2025, and registered activities must be updated with ONRC.
- Law No. 239/2025 changed SRL share capital rules, introducing thresholds and transitional provisions.
- Tax compliance includes SPV, RO e-Factura, SAF-T/D406 and other digital systems, depending on the taxpayer's profile.
- Tax instalment arrangements have revised conditions from 1 January 2026.
- REGES-ONLINE, remote work, harassment prevention and internal reporting have changed employment administration.
- The small claims ceiling has been RON 50,000 since 15 May 2025.
- Insolvency prevention and insolvency procedures include amendments applicable from December 2025.
- Public procurement is addressed alongside current challenge deadlines and contract amendment rules.
- European funding is considered within the 2021-2027 framework, including controls, durability and financial corrections.
- Data protection is linked to security, cloud providers and the use of artificial intelligence systems.

HOW TO USE THIS GUIDE

Before deciding

Identify the objective, people involved, timetable and existing documents. The checklists indicate what further information is needed.

Before a deadline

Record the date of service, the due date and when you became aware of the matter. These may trigger different time limits.

Before signing

Check authority, internal approvals, obligations, security, remedies and the relationship with earlier documents.

Before litigation

Assess the commercial objective, evidence, costs, interim measures and the prospects of enforcement in Romania or abroad.

Purpose. This guide provides general information and does not replace legal analysis of a specific situation.

CONTENTS

CHAPTER I
Trade register matters

This chapter follows the 2018 edition's progression from incorporation to dissolution and deregistration, relating it to trade register procedures, CAEN Rev.3 and the corporate rules applicable in 2026.

Company checklist

Review question

- Do the legal form and articles reflect the business's financing, management and risk?
- Are activities updated under CAEN Rev.3 and all sector licences in place?
- Are the registered office and business premises supported by valid rights of use and correctly registered?
- Does share capital meet Law No. 239/2025 and its transitional deadlines?
- Are beneficial ownership, representation and director details up to date?
- Before a transfer or dissolution, have debts, litigation and insolvency status been checked?

1. Setting up a company

The choice of legal form starts with the proposed activity, number of founders, financing, intended liability and decision-making rules. For an SRL, the articles should address contributions, ownership interests, management, representation, profit distribution and deadlock mechanisms.

Registration takes place under Law No. 265/2022. The application depends on the company form and may include the application form, articles, registered office evidence, operating declarations, founder and director details and beneficial ownership formalities. Electronic filing is available, subject to signing and certification requirements.

1.1. Required documents and preliminary checks

The document list should not be copied mechanically from an old template. Check the ONRC portal for the specific transaction: ownership structure, contributions, premises, regulated activities and foreign documents may require additional evidence.

Before filing, check name availability, rights to use the registered office, the articles, signing authority and sector approvals. Registering a CAEN code does not replace approvals or licences required to conduct the activity.

1.2. Timing, costs and tax treatment

Timing depends on the completeness of the application, requests for further documents and subsequent formalities. Fees, charges and standard forms should be checked at filing. The launch plan should include bank accounts, accounting, invoicing, contracts and licences.

Corporate income tax or microenterprise income tax treatment does not follow automatically from choosing an SRL. Tax conditions, revenue composition, employees, linked enterprises and permitted elections should be assessed for the relevant tax year.

2. Opening or closing business premises

A secondary establishment is registered on the basis of the competent body's resolution, the amending instrument and evidence of a right to use the premises. Activity authorisations, tax obligations and, where relevant, owners' association, planning, health, environmental and fire safety requirements must be checked separately.

3. Changing the registered office

Moving the registered office requires a corporate resolution, updated articles and registration. A move to another county may involve transferring the registration file. The premises agreement should cover the declared period and permit the intended use.

4. Changing a director and the term of office

Appointment, removal or extension of a director's term should be consistent with the articles, shareholders' resolution, acceptance of office and authority to represent the company. The internal relationship between director and company must be distinguished from the effects of registered information against third parties.

5. Updating business activities

CAEN Rev.3 applies from 1 January 2025. Updates are requested from ONRC under the current procedure; the correspondence between old and new codes should be checked against actual activities. Regulated activities also require examination of professional requirements and special licences.

6. Increasing or reducing share capital

The transaction may involve cash or in-kind contributions, capitalisation of reserves or receivables, subject to the law and articles. The resolution should state the source, value, effect on ownership and payment date.

Law No. 239/2025 introduced new minimum SRL capital rules: RON 500 for newly incorporated companies and RON 5,000 for companies exceeding the statutory net turnover threshold of RON 400,000, with separate transitional provisions. Application depends on the financial statements and relevant date.

7. Buying or selling a company. Transfers of ownership interests

The transaction requires corporate, tax, contractual, litigation, employment, property and data protection due diligence. The transfer agreement should be coordinated with shareholders' resolutions, price, warranties, completion conditions and registration.

For transfers changing control, check special tax obligations, outstanding debts and any required security. Foreign investors may also need to consider investment screening and sector approvals.

8. Dissolution, liquidation and deregistration

Voluntary closure requires a corporate resolution, discharge or settlement of liabilities, distribution of assets and completion of publicity and deregistration formalities. A simplified procedure is available only where statutory conditions are met.

Where the company is insolvent, voluntary liquidation cannot be used to avoid the creditors' regime. Its financial position and payment deadlines should be checked before choosing a procedure.

Legal references and supporting sources

- Companies Law No. 31/1990, republished, applicable version.
- Trade Register Law No. 265/2022, applicable version.
- National Institute of Statistics Order No. 377/2024 and ONRC's CAEN Rev.3 procedure.
- Law No. 239/2025 on measures for recovery and more efficient use of public resources.

Setting up a company in Romania: steps and legal decisions

Setting up a company involves choosing a legal structure, defining the relationship between shareholders and registering with the trade register. For a new SRL, current rules include minimum share capital of RON 500 and activity classification under CAEN Rev.3.

The structure should support the business plan

Before reserving a name, clarify who invests, who manages the company and how decisions are made. The number of shareholders, funding, business risks and prospects of bringing in an investor influence the legal form.

The articles should reflect shareholder contributions and rights, directors' powers and operating rules. In an equally owned venture, a deadlock mechanism deserves attention from the outset. A standard form may be a starting point but cannot resolve every project-specific issue.

SRL share capital in 2026

Law No. 239/2025 sets minimum share capital of RON 500 for newly established SRLs. For SRLs whose net turnover exceeded RON 400,000 in the previous financial year, minimum capital is RON 5,000.

The rule for new companies must be distinguished from the turnover-based capital increase requirement. Companies already registered when the law entered into force have a two-year transitional period to meet the increase required under the latter rule. Subscribed capital and payment of contributions are subject to separate requirements: stating an amount in the articles does not discharge the obligation to contribute it.

Documents and registered activities

Preparing the application starts with the company name, articles of association, details of the founders and directors, registered office documents and applicable declarations. Beneficial ownership and the associated formalities must be assessed against the ownership and control structure. Documents issued abroad may require translations and additional formalities, depending on the country and the type of document.

A new company's objects must be defined using CAEN Rev.3. The selected codes should reflect its actual activities and sector requirements. Registering a code and filing an operating declaration do not replace any special approvals or licences required to conduct the activity.

Registration and post-incorporation organisation

The application is determined by the trade register registrar under Law No. 265/2022. Electronic filing is also available, subject to signing and certification requirements. Incomplete applications may require further documents; the project timetable should allow for the necessary documentation and checks.

After incorporation, the company must organise its accounting, reporting obligations, payment account and commercial documentation. Its tax treatment should be checked separately with a tax adviser or accountant: forming an SRL does not automatically qualify it for microenterprise income tax.

Murar și Asociații advises Romanian and international entrepreneurs and investors on company structures, documentation and registration formalities. A description of the proposed activities, ownership structure, funding sources and investment timetable will help prepare the initial consultation.

Useful questions

Does minimum capital of RON 500 apply to all existing SRLs?

The RON 500 rule concerns newly established SRLs. Existing companies require a separate check of the obligation linked to net turnover and the statutory compliance deadline.

Does the registration certificate permit any business activity?

No. Activities must be properly registered, and sector-specific requirements and permits remain applicable.

Legal references and supporting sources

• Law No. 265 of 22 July 2022 on the trade register - ONRC text - Articles 75-89, 105-106 and 121-127; Article 129, points 3-10, on articles of association and contributions.
• Law No. 239 of 15 December 2025, consolidated text - Article VI(1)-(6): share capital and transitional rules; Article II, point 3: payment account.
• National Institute of Statistics Order No. 377 of 17 April 2024 updating CAEN - Articles 1-3 and the CAEN Rev.3 annex; effective from 1 January 2025.
• ONRC guidance on CAEN Rev.3 - notice of 31 December 2024 and rules for filings from 1 January 2025.

CHAPTER II
Dealings with other state institutions

Companies regularly deal with tax authorities, labour inspectorates, courts and other institutions. Each document should be read alongside its service date, deadline, available remedy and effect on enforcement.

Company checklist

Review question

- Is evidence of service retained for each authority document?
- Are the challenge deadline, stay of enforcement and court action deadline considered separately?
- Have digital tax obligations been checked for the company's specific profile?
- Can the inspection file be reconstructed from documents sent and responses received?
- Have the conditions for simplified and ordinary tax instalment arrangements been compared?
- Have labour inspectorate documents been correctly classified before choosing a remedy?

1. Tax administration

Following registration, a company should organise its tax registration profile, accounting, accounts and access to the Virtual Private Space (SPV). RO e-Factura, SAF-T/D406, RO e-Transport and RO e-TVA obligations depend on status, transactions and implementation periods; not every system applies to every company.

1.1. Tax obligations and VAT

Tax treatment, contributions, reporting and payment depend on the circumstances. VAT registration may arise from exceeding the threshold, an election or specific transactions. VAT refunds and examination of supporting documents should be prepared through a coherent tax file.

1.2. Payment, set-off and tax enforcement

Tax liabilities are discharged in the order prescribed by the Tax Procedure Code. Set-off, refunds, instalments and other relief have separate conditions. Service of a demand or enforceable title should be checked immediately: enforcement challenges and stay applications have different purposes and deadlines.

1.3. Payment by instalments

Amendments to tax instalment arrangements took effect on 1 January 2026. Simplified and ordinary arrangements should be compared by duration, age and amount of liabilities, security, returns filed and conditions for remaining valid. Check the Tax Procedure Code and ANAF instructions applicable on the application date.

1.4. Tax inspections and other checks

Taxpayer selection, inspection notice, document requests, explanations, draft report and final discussion should be managed through one timetable. Tax inspections, documentary checks, anti-fraud checks and reviews of individuals' tax positions have different regimes.

The company should designate respondents, retain the versions of documents supplied and raise objections supported by records. The inspection report explains findings, but the tax act creating the liability is the one specified by law and must be precisely identified for a challenge.

1.5. Tax challenges and stays of enforcement

The usual administrative tax challenge deadline is 45 days from service. The document's content, competence, evidence and service date should be checked before filing. Oral submissions, additional documentation and suspension of determination are subject to the Tax Procedure Code.

A challenge does not automatically stay enforcement. Interim protection requires a separate assessment of the procedure, security and specific risk. The principle prohibiting a worsening of the challenger's position operates within its statutory limits.

2. Territorial labour inspectorate

Before an inspection, organise contracts, REGES-ONLINE records, time records, internal regulations, personnel files and health and safety documents. During it, record requests and documents supplied. Afterwards, distinguish administrative offence reports from administrative measures, since remedies and deadlines may differ.

3. Courts

A company acts through the persons designated by law and its constitutional documents, and may appoint a representative under the applicable procedural rules. Before proceedings, determine the claim, jurisdiction, fees, evidence, interim measures and enforceability in Romania or abroad.

4. Public institutions and local authorities

Murar și Asociații provides legal assistance and representation to public institutions and local authorities, including to improve collection of public receivables. Classification of the claim, title, limitation and enforcement procedure depend on the source of the obligation and applicable legal framework.

Legal references and supporting sources

- Law No. 207/2015, Tax Procedure Code, applicable version.
- Administrative Litigation Law No. 554/2004, applicable version.
- Government Ordinance No. 2/2001 on administrative offences, applicable version.

tax challenges against ANAF decisions

A tax assessment can generally be challenged through the administrative tax procedure within 45 days of notification. Filing a challenge does not itself suspend enforcement. The legality of the assessment and protection against enforcement should be considered together.

First identify the decision and its notification

The assessment starts with the document producing legal effects: the assessment, decision on ancillary liabilities or another administrative tax decision. The inspection report and control documents are reviewed alongside the decision, without assuming each document can be challenged independently.

Notification date is essential to calculating the deadline. Keep messages and documents from the Private Virtual Space (SPV), acknowledgements and any proof of notification. A discussion with the inspector or an informal request for explanation does not replace a formal challenge.

The deadline and content of the challenge

Article 270 of the Tax Procedure Code provides the usual 45-day period from notification. Where the decision omits mandatory information about the right to challenge, deadline and filing body, the law provides a special three-month period. The exception must be checked against the decision received.

The challenge must be in writing, filed with the issuing body and identify the applicant, contested matter, factual and legal grounds, evidence and signature. Monetary challenges must distinguish principal and ancillary liabilities. The file is forwarded to the body competent to decide the challenge, which is not always the issuing body.

Evidence and arguments in the administrative procedure

Accounting records must be linked to actual transactions: contracts, invoices, deliveries, payments, correspondence and explanations of tax treatment. The defence examines both the assessment's basis and compliance with jurisdiction, reasoning and hearing requirements.

The Code allows new evidence during determination of the challenge. An oral presentation may be requested under the conditions and deadline in Article 276. These options do not justify delaying preparation of a complete challenge within the statutory period.

Stays and access to court

Filing a challenge does not stay enforcement. A judicial stay requires a separate application, compliance with Administrative Litigation Law requirements and, in tax matters, the statutory security deposit. Paying security does not replace proof of the grounds for a stay.

The decision on the challenge may be contested before the competent court together with the tax decisions concerned. If administrative determination is delayed, Article 281 allows court access after six months, taking account of periods excluded by law. The challenge is not deemed accepted by silence.

Preparing the tax defence

Murar și Asociații reviews inspection documents, evidence and the financial impact of measures, prepares challenges and provides representation in tax litigation. For public institutions and local authorities, assistance also covers legal issues in collecting public budget receivables according to the nature of each title.

Useful questions

Does a tax challenge stop an attachment?

Not merely by being filed. A stay requires the mechanisms and conditions provided by law; enforcement measures may also have a separate challenge procedure.

Is challenging the tax inspection report enough?

The administrative tax decision establishing the liability must be identified. The report and decision are examined together to determine the proper subject of the challenge.

Legal references and supporting sources

- Tax Procedure Code - Law No. 207 of 20 July 2015, ANAF version updated by Emergency Ordinance No. 38/2026 - Articles 46-49 and 268-281.
- Administrative Litigation Law No. 554 of 2 December 2004 - Articles 14-15.

Administrative litigation and dealings with public authorities

An unlawful administrative decision, an unjustified refusal or failure to determine an application may be reviewed by a court under Law No. 554/2004. The route depends on the decision, the right affected and any applicable special procedure.

Legal classification comes before choosing a procedure

Administrative correspondence, a tax decision, an administrative offence report and a procurement decision do not automatically follow the same procedure. Although all come from an authority, deadlines, court jurisdiction and admissibility requirements may differ.

The issuing body, legal effects, right or legitimate interest harmed and evidence of the application to the authority must be checked. For refusal or administrative silence, proof of filing and the statutory response period matter.

Prior administrative complaints and deadlines

For an individual administrative decision addressed to the injured party, the general period for a prior administrative complaint is 30 days from notification. The law provides exceptions, cases where a prior complaint is unnecessary and special conditions for late complaints. These should be checked before court proceedings.

The usual period for bringing court proceedings is six months, calculated from the relevant event under Article 11: a response, refusal, expiry of the response period or another expressly stated event. Regulatory administrative acts follow different rules. A single deadline cannot correctly be applied to all disputes with authorities.

Annulment and suspension of effects

Proceedings may seek annulment, recognition of a right, an order requiring the authority to issue a decision or perform an act and, where appropriate, compensation. Claims must reflect the legal position and available evidence.

Bringing proceedings does not automatically suspend a decision. Articles 14 and 15 set specific requirements, including a well-founded case and prevention of imminent harm. The court assesses the circumstances, and the application must include evidence of apparent illegality and the measure's effects.

Documents and electronic communication

A useful file includes the decision, proof of notification, original application, registration number, responses, prior complaint and evidence of loss. An isolated screenshot may be insufficient to establish what was transmitted and when.

Use the electronic channel designated for the procedure and retain filing confirmation. A general email address on the authority's website does not replace every special filing procedure or signature requirement.

Assistance for businesses and the public sector

Murar și Asociații assists businesses, individuals, public institutions and local authorities in administrative procedures and litigation. For the public sector, this includes legal assistance and representation aimed at improving collection of public budget receivables.

The nature of the claim remains decisive: an institution's contractual claim does not automatically become a tax claim. The title, recovery procedure and potential challenges depend on the applicable legal regime, respecting the authority's powers.

Useful questions

Can I challenge any response from an authority?

It must be established whether the response has legal effects or constitutes a relevant refusal and whether a right or legitimate interest has been harmed. Some situations have special procedures.

Does simply sending an email preserve the deadline?

Only if filing complies with the applicable procedural rules and can be proved. An informal request for explanations is not automatically a legal challenge.

Legal references and supporting sources

• Administrative Litigation Law No. 554 of 2 December 2004 - Articles 1-2, 7-8, 11, 14-15 and 18.
• Tax Procedure Code - Law No. 207 of 20 July 2015, ANAF version updated by Emergency Ordinance No. 38/2026 - Article 2(4), Article 79.

Instalment arrangements for tax debts owed to ANAF

An instalment arrangement may spread tax payments over time if statutory requirements are met. In 2026, simplified and standard arrangements have different requirements for amounts, the age of debts, duration and security.

Two procedures requiring separate assessment

The simplified procedure concerns liabilities administered by the central tax authority, within the limits and for the debtors specified in the Tax Procedure Code. Not every public debt or taxpayer is eligible.

The regime applicable from 2026 generally caps simplified arrangements at RON 100,000 for individuals and RON 400,000 for legal entities, covers debts no older than 12 months and allows a maximum 12-month repayment period. Legal entities must also satisfy the requirement to have been established at least 12 months before applying. The law excludes certain liabilities and circumstances.

The Code provides an exception for debtors exceeding the cap who have certain, liquidated receivables from public authorities or institutions: an arrangement may be granted up to the amounts certified by those bodies. Disputed sums are excluded.

Standard instalment arrangements and payment capacity

A standard arrangement may extend to five years under statutory conditions. Assessment concerns temporary financial difficulty, ability to meet the schedule and the security or surety required in the circumstances. The maximum period is not an automatic entitlement to five years.

Financial documents should realistically explain how instalments and current liabilities will be paid. Forecasts ignoring essential operating expenses or debts to other creditors may lead to the relief being lost after approval.

What to check before applying

Tax records must be reconciled with the taxpayer's records: principal, ancillary amounts, returns, unallocated payments and disputed sums. Local debts require review of the local authority's regime and procedure; ANAF rules do not automatically transfer.

Enforcement and any insolvency proceedings, other arrangements and liabilities excluded by law are relevant. The procedure should be chosen using current taxpayer information, not solely the total arrears.

Obtaining and maintaining an arrangement

Filing is not approval and should not be treated as a general stay of enforcement. The effect on enforcement depends on the mechanism sought and decisions issued by the tax authority.

After approval, instalments, current obligations and other validity conditions must be met. Interest and ancillary liabilities have their own regime; an arrangement does not itself cancel debt or provide cost-free financing.

Murar și Asociații assesses the legal framework, documentation and tax measures affecting the company, coordinating with financial specialists. Useful documents include the tax certificate, liability schedule, enforcement documents and payment forecast.

Useful questions

Do pandemic-era tax deferrals still apply?

Temporary 2020 relief cannot be used as a general basis for a 2026 application. The mechanism currently in force and the taxpayer's circumstances must be checked.

Is a simplified instalment arrangement granted for five years?

No. Its maximum duration is 12 months; up to five years is available under the standard regime if statutory conditions are met.

Legal references and supporting sources

- Tax Procedure Code - Law No. 207 of 20 July 2015, ANAF version updated by Emergency Ordinance No. 38/2026 - Articles 184-209 and 209^{1}-209^{14}.
- ANAF - instalment arrangement amendments applicable from 1 January 2026 - release of 13 January 2026.

CHAPTER III
Employment relationships

This chapter follows the previous edition's progression: hiring, work organisation, health and safety, pay, disciplinary liability, suspension and termination. For 2026, documentation must reflect REGES-ONLINE, remote work, harassment prevention, internal reporting and digital tools.

Company checklist

Review question

- Are the contract, job description, assessment criteria and internal regulations consistent?
- Is information submitted to REGES-ONLINE by the deadline for the relevant transaction?
- Can working time, remote work and monitoring be evidenced through proportionate documentation?
- Are disciplinary and dismissal procedures prepared before a decision is issued?
- Are harassment prevention, social dialogue and internal reporting arrangements implemented where required?
- Have automated staffing tools been legally assessed and documented?

1. Hiring and performance of the employment contract

The contract must be concluded in writing before work starts and recorded in REGES-ONLINE within the applicable deadline. Pre-contract information, position, duties, workplace, hours, pay, probation and termination conditions should be consistent with the job description and actual working arrangements.

1.1. Remote work, working time and digital tools

Remote work must be expressly agreed, addressing locations, hours, supervision, equipment, expenses, health and safety, confidentiality and data protection. Working time records remain mandatory; monitoring must be necessary, proportionate and transparent.

Automated systems used for recruitment, assessment or staffing should be inventoried and legally assessed. In 2026, employment rules, data protection and the EU Artificial Intelligence Act's phased application should be considered together.

1.2. Internal regulations and job descriptions

Internal regulations should include mandatory rules, disciplinary procedures, applicable criteria and processes, discrimination and harassment prevention, and arrangements for handling requests. They must be communicated to employees in a demonstrable manner.

A job description sets out duties and responsibilities; it should not permit unlimited unilateral changes to the nature of the work. Assessment criteria must be known and applied consistently.

1.3. Occupational health and safety

Risk assessment, training, occupational medicine, equipment and the prevention plan should reflect the activity and workplace. Formal documents do not replace effective measures. Accidents and incidents must be reported and investigated under the applicable framework.

2. Pay and benefits

Salary, payment date, allowances, bonuses and benefits should be defined in the contract, amendments, collective agreement or applicable policies. Deductions are permitted only as provided by law. Pay confidentiality cannot displace equal treatment and information rights.

3. Disciplinary liability

Subject to the Labour Code's exceptions, a sanction requires a prior investigation, a summons, the right to defend oneself and a reasoned decision. The conduct, breached rule, evidence, proportionality criteria and deadline must be documented; a later justification does not automatically cure an unlawful decision.

4. Suspension of employment

Suspension may arise by law, agreement or unilateral act in the cases prescribed by law. Its basis, date, payment consequences and REGES-ONLINE recording must be checked for the circumstances, including medical leave, absences, reduced activity and special leave.

5. Termination of employment

Resignation, mutual agreement, termination by operation of law and dismissal have different requirements. Dismissal grounds relating to the employee must be distinguished from those unrelated to them. Procedure, notice, abolition of the role, criteria and decision content should be checked before service.

6. Incentives and vocational training

Subsidies for hiring unemployed persons, graduates, young people or other categories, and support for apprenticeships or training, depend on the applicable programme and budget. Check the amount, duration and employment retention obligation with the employment agency before hiring.

7. Social dialogue, harassment and internal reporting

The company should check duties concerning collective bargaining, employee information and consultation, harassment prevention and response procedures, and internal reporting channels. Their scope depends on workforce size, sector and the circumstances.

Legal references and supporting sources

- Law No. 53/2003 - Labour Code, republished, applicable version.
- Government Decision No. 295/2025 on REGES-ONLINE, applicable version.
- Law No. 81/2018 on remote work and Occupational Health and Safety Law No. 319/2006.
- Law No. 361/2022 on the protection of whistleblowers in the public interest.

Employee rights and employer obligations: the foundations of a well-managed employment relationship

An employment relationship works when duties, remuneration and organisational rules are clear to both parties. The employment contract, job description and internal rules should reflect the work actually performed and respect statutory rights. Differences between the documents and working arrangements may lead to pay claims, challenges to decisions or difficulty defending an employer's actions.

The contract should reflect actual working conditions

The Labour Code requires a written contract in Romanian no later than the day before work begins. The employer must also register the employment relationship. Probation requires an existing contract, and the employee has rights during that period.

Before signing, clarify the role and duties, workplace, pay and its components, hours, leave, assessment criteria and termination conditions. A job offer or discussion of benefits does not replace review of the actual contractual terms.

Rights throughout employment

Article 39 of the Labour Code includes rights to pay, rest, dignity, equal treatment, health and safety, information and consultation. Employees cannot validly waive statutory rights, and acceptance alone does not make a clause lawful.

For full-time adult employees, normal hours are eight per day and 40 per week. Uneven schedules and overtime follow their own rules. Employers must record actual working time, including start and finish times.

- Wages are paid at least monthly, on the date specified in the applicable documents.
- Annual leave is at least 20 working days, subject to any additional entitlements.
- Overtime is compensated with paid time off within the following 90 calendar days. If that is not possible, the payment and supplement under Article 123 of the Labour Code apply.

Employer authority and employee responsibilities

Employers organise activity, assign duties and check performance. Instructions must be lawful, and objectives and assessment criteria must reflect the role and communicated rules. Professional assessment and disciplinary liability serve different purposes and require distinct procedures.

Employees must perform their duties and comply with workplace discipline, internal rules, confidentiality obligations and safety measures. Understanding these responsibilities helps both prevent conflict and assess whether a sanction is justified.

Changing conditions and managing disagreements

Pay, type of work and other essential terms generally change by agreement. Unilateral changes are permitted only in statutory cases and conditions. Economic difficulty does not itself justify any reduction in remuneration or change of role.

When a disagreement arises, identify the challenged measure, preserve communications and review applicable documents. An agreed solution must respect statutory rights and court deadlines. Special-status employees and cross-border relationships require additional review of the applicable regime.

Murar și Asociații assists with drafting and reviewing employment documents, assessing personnel measures and resolving employer-employee disputes.

Useful questions

Can an employer change pay without the employee’s consent?

Agreement is the general rule. A unilateral change requires a legal basis applicable to the situation and compliance with the corresponding procedure; communicating a decision alone is insufficient.

Does signing a contract make every term valid?

No. Terms must comply with mandatory rules and employee rights. Article 38 of the Labour Code prohibits waiver of statutory rights.

Legal references and supporting sources

- Labour Code - Law No. 53/2003, republished, consolidated text - Articles 16-17, 31(4), 38-41, 112, 119-123, 145 and 166.

Resignation, dismissal and termination by agreement: differences, notice and challenge deadlines

The way an employment contract ends affects notice, required documents and available remedies. Resignation is the employee's decision, dismissal is initiated by the employer, and termination by agreement requires both parties' consent. The consequences should be checked before choosing or accepting a form of termination and signing the documents.

Resignation is notice given by the employee

Resignation must be communicated in writing and need not give reasons. It does not require employer approval; the employer must register it. If registration is refused, communication may be proved by other means, making evidence of delivery important.

Notice is as agreed in the employment contract or applicable collective agreement, subject to a maximum of 20 working days for non-management roles and 45 for management. The employer may waive all or part of it. The contract remains effective during notice, and suspension of the contract correspondingly suspends notice.

The Labour Code allows resignation without notice where the employer fails to fulfil contractual obligations. Applying this rule requires identifying and proving the breach; general dissatisfaction does not replace that assessment.

Dismissal requires appropriate grounds and procedure

Redundancy must involve genuine abolition of the position for a real and serious cause. Dismissal for professional inadequacy requires prior assessment, while disciplinary dismissal must respect disciplinary investigation safeguards. Grounds, documents and stages vary with the situation.

Minimum notice of 20 working days applies to dismissals under Article 61(c) and (d), Articles 65 and 66 of the Labour Code, subject to the statutory exception for professional inadequacy during probation. Disciplinary dismissal does not attract this notice. Applicable documents may provide more favourable periods.

Under High Court Decision No. 8/2024, dismissal notice starts the day after notification and expires on the final day of the period. Any suspensions require separate checking. A payment labelled "compensation" does not automatically remove procedural obligations.

Challenge deadlines are not identical

The notification date and nature of the measure must be established at the outset. Under the Labour Code's general regime:

- Measures concerning the conclusion, performance, amendment, suspension or termination of employment must be challenged within 45 calendar days of learning of the measure, under Article 268(1)(a).
- Disciplinary decisions, including disciplinary dismissal, must be challenged within 30 calendar days of service, under Articles 252(5) and 268(1)(b).
- Unpaid wage claims have a separate three-year limitation period, calculated under the rules for each entitlement. This does not extend the dismissal challenge deadline.

Termination by agreement and probation

Termination by agreement takes effect on the agreed date. Employees should understand what they accept and whether the document includes other obligations. An employer's proposal does not automatically turn agreement into dismissal.

During or at the end of probation, Article 31(3) allows either party to end employment by written notice without a notice period or reasons. This procedure has a separate legal basis and is distinct from ordinary resignation.

What can be sought from the court

An unlawful or unfounded dismissal may be annulled. Article 80 provides compensation corresponding to indexed, increased and updated wages and other entitlements the employee would have received. Reinstatement is ordered at the employee's request.

Murar și Asociații assists employers and employees in assessing termination documents, negotiating lawful solutions and employment litigation. Keeping the decision, notice and proof of service enables prompt identification of the available options.

Useful questions

Is there a single 45-day deadline for every dismissal?

No. Disciplinary dismissal follows the special 30-calendar-day period from service of the decision. For other measures, the deadline and starting point must be checked against the legal basis.

Must the employer automatically pay severance?

The Labour Code does not establish a universal number of severance payments. The applicable law, collective agreement, individual contract and any valid agreements must be checked.

Legal references and supporting sources

- Labour Code - Law No. 53/2003, consolidated text - Articles 31(3), 55, 61-67, 75-81, 251-252 and 268.
- High Court Decision No. 8 of 20 May 2024, appeal in the interests of the law - operative part: calculation of notice under Article 75(1) of the Labour Code; Official Gazette No. 573 of 19 June 2024.

Temporary lay-off: suspension of employment and temporary reductions in activity

A fall in orders or temporary reorganisation may lead a company to reduce activity. The measure chosen must reflect its economic position, the expected duration and the effect on employees. A temporary lay-off generally preserves the employment relationship and involves an allowance; it is not the same as terminating employment or unilaterally imposing unpaid leave.

When an employment contract may be suspended

Article 52(1)(c) of the Labour Code permits employer-initiated suspension where activity is temporarily interrupted or reduced for economic, technological, structural or similar reasons. The justification must be genuine and correspond to the measure taken.

Supporting documents may concern orders, projects, production capacity or temporary organisational changes. The affected activity should be identified and the selection of roles explained. Applying the same general wording to all employees without regard to their circumstances may create difficulties when lawfulness is reviewed.

Who pays the allowance and how it is calculated

Under the ordinary regime in Article 53, affected employees who cease working receive an allowance funded from the employer's payroll. It cannot be lower than 75% of the basic salary for the position. The statutory reference is basic salary, not automatically total net income or previously awarded bonuses.

Contracts and other applicable documents should be reviewed for more favourable entitlements. The allowance is calculated for the period during which the measure applies and recorded appropriately in personnel and payroll records.

The ordinary rules do not, by themselves, entitle the company to reimbursement of the allowance by the state. Public support schemes require a separate legal basis and have their own conditions and periods of application.

Suspension means work stops for the employees concerned

Under Article 49, suspension stops work and salary payments, subject to specific statutory entitlements. Under Article 53(2), a temporarily laid-off employee remains available to resume work at the employer's request. This availability does not justify requiring continued work while the contract is recorded as suspended.

The employer must formalise the measure, notify the affected employees and comply with record-keeping obligations. When activity resumes, the return date and updated contractual status should be clear to both parties.

Reducing the working week to four days

The Labour Code separately regulates temporary reductions in activity lasting more than 30 working days. Under Article 52(3), the employer may reduce the working week from five to four days, with a corresponding salary reduction, until the situation is resolved.

Prior consultation with the representative workplace trade union or employee representatives, as applicable, is required. This mechanism has a different regime from suspension with an allowance and is the exception expressly identified in Article 53(1).

Reviewing and challenging the measure

Employees may request their relevant documents and a review of the allowance calculation. For a challenge to suspension, the general deadline under Article 268(1)(a) is 45 calendar days from learning of the measure. Monetary claims require a separate assessment.

Murar și Asociații assists companies with assessing and documenting temporary staffing measures, and supports employees in reviewing entitlements and bringing employment claims.

Useful questions

Is there a general maximum duration for an ordinary temporary lay-off?

Articles 52(1)(c) and 53 do not set a universal maximum number of days. The measure must remain temporary and justified by the circumstances that prompted it; its lawfulness is assessed against the facts.

Can an employer replace temporary lay-off with compulsory unpaid leave?

Unpaid leave for personal reasons or study requires the parties' agreement under Article 54. It cannot be imposed unilaterally to transfer the cost of a business interruption to the employee.

Legal references and supporting sources

- Labour Code - Law No. 53/2003, consolidated version - Article 49, Article 52(1)(c) and (3), Articles 53-54, Article 268(1)(a)

Occupational health and safety, including remote work: obligations and key documents

Occupational health and safety requires measures tailored to the actual work, equipment and risks of each role. Obligations continue when work is performed remotely. Companies need documents and procedures that support their actual working arrangements; employees need training and information on risks to carry out their duties safely.

The employer's responsibility begins with risk assessment

Law No. 319/2006 requires employers to safeguard workers' health and safety in every aspect of their work. Engaging an external prevention and protection service does not remove that responsibility. Measures should form part of work organisation and be updated as risks change.

Risk assessment underpins the prevention and protection plan, working instructions and equipment measures. Specific duties, health surveillance and coordination with other companies whose teams share the premises are also relevant.

- Risk assessments for existing roles and activities, including workers exposed to specific risks.
- A prevention and protection plan and instructions tailored to the workplace.
- Initial and periodic training, updated when equipment, technology or procedures change.
- Safe work equipment and, where necessary, personal protective equipment.
- The records and notifications required following accidents or other incidents.

Training and employee obligations

Training must be sufficient, appropriate and provided during working hours at no cost to the worker. Signing a form is no substitute for actual training or implementation of the necessary measures. Evidence may be kept on paper or electronically, subject to legal requirements.

Workers must use equipment correctly, follow instructions and report defects or dangerous situations. In the event of serious and imminent danger, the law provides for stopping work and moving to a safe area, together with protection against unjustified adverse consequences.

Clear documentation for remote work

Law No. 81/2018 defines remote work as the regular and voluntary performance of duties away from a workplace organised by the employer, using information and communications technology. The arrangement must be expressly recorded in the employment contract or an amendment.

The documents must specify, among other matters, days spent at an employer-organised workplace, when and how work is checked, working time records, health and safety responsibilities, data protection and expense arrangements. Measures to prevent the employee's isolation from the team are also required.

Training on equipment use and working rules remains necessary. Working hours are agreed with the employer; remote work does not mean permanent availability. The law requires a full-time remote worker's written consent to requested overtime.

Monitoring work and managing incidents

Monitoring remote work must respect contractual conditions and personal data protection. Monitoring software or video surveillance requires an assessment of purpose, necessity and proportionality, alongside the special requirements applicable to employment relationships.

A workplace incident must be reported to the employer immediately. The employer has its own obligations to notify the authorities, depending on the incident. Documenting the circumstances and retaining records helps establish the facts and responsibilities.

Murar și Asociații advises on employment arrangements, remote working documentation, responses to inspections and disputes concerning employers' obligations and employees' rights.

Useful questions

Can an employer impose remote work by issuing a notice?

Law No. 81/2018 generally requires the parties' agreement, recorded in the employment contract or an amendment. An employee's refusal to accept remote work is not, by itself, a ground for disciplinary action.

Does a remote working clause automatically cover work from another country?

A general clause does not resolve every implication of working from another country. The agreed conditions and the applicable employment, social security and tax rules must be checked against the specific circumstances.

Legal references and supporting sources

- Occupational Health and Safety Law No. 319/2006, consolidated text - Articles 6-7, 11-13, 20-23 and 26-27
- Law No. 81/2018 on remote work, consolidated text - Articles 2-5, Article 7(c) and Article 8
- Law No. 190/2018, consolidated version - Article 5 - employee monitoring

GDPR for businesses: when a DPO is required and how employee activity may be monitored

Data protection affects a company's everyday decisions: recruitment, payroll, client relationships, IT systems and premises security. Compliance requires an understanding of the data processed, a basis for using it and verifiable rules. Appointing a data protection officer, or DPO, is mandatory in certain circumstances, but does not replace the company's responsibility for its own processing.

Start with the purpose and basis of each processing activity

For each activity, establish why data is needed, the legal basis, who has access and retention periods. GDPR requires lawfulness, transparency, purpose limitation, data minimisation, accuracy and security. The company must be able to demonstrate compliance.

Consent is not a universal processing basis. Contract performance, legal obligations and legitimate interests may apply under their respective conditions. In employment, a blanket consent statement does not justify every use of employee data.

Privacy notices, processor agreements, access rules and request or incident procedures should reflect actual data flows. Transfers to recipients outside the European Economic Area require assessment of applicable mechanisms.

When a DPO must be appointed

Article 37 GDPR specifies three principal situations where appointment is mandatory:

- Processing is carried out by a public authority or body, except courts acting in their judicial capacity.
- Core activities involve operations requiring regular and systematic monitoring of individuals on a large scale.
- Core activities consist of large-scale processing of special categories of data or data concerning criminal convictions and offences.

The assessment goes beyond employee numbers

Article 37 does not set a general employee or turnover threshold. For scale, the supervisory authority identifies the number of data subjects, data volume and variety, duration and geographical extent. Core activities and the nature of processing matter, not organisational size alone.

Romanian law adds relevant requirements. Article 4(2) of Law No. 190/2018 requires safeguards, including a DPO, where national identification numbers or documents containing them are processed on the basis of legitimate interests. This must be distinguished from processing the same data to comply with a legal obligation.

The officer's role and independence

A DPO may be an employee or external provider. They need suitable expertise, access to information and resources, and timely involvement in data decisions. They advise, monitor compliance and cooperate with the supervisory authority.

The DPO reports directly to the highest management level and must not receive instructions on performing their specific tasks. Other roles are permissible only without conflicts of interest. Contact details must be published and notified to the authority under Article 37(7).

Employee monitoring: cumulative requirements

For workplace monitoring through electronic communications or video surveillance based on the employer's legitimate interests, Article 5 of Law No. 190/2018 requires all of the following:

• The employer's legitimate interest is properly justified and outweighs the interests, rights and freedoms of the individuals concerned.
• Employees receive prior, complete and explicit information.
• The trade union or employee representatives are consulted before introducing the systems.
• Less intrusive alternatives have previously proved ineffective.
• Storage is proportionate to its purpose and does not exceed 30 days, except where expressly provided by law or duly justified.

Documenting the decision before implementation

A camera or application installed for security does not automatically authorise continuous evaluation of employee behaviour. Purpose, access, retention and subsequent uses require assessment. Where processing may create a high risk, the obligation to conduct a data protection impact assessment must be checked.

Murar și Asociații assists companies in assessing GDPR obligations, reviewing documents and supplier relationships, evaluating workplace monitoring and handling requests or regulatory inspections.

Useful questions

Is a company exempt from GDPR if it need not appoint a DPO?

No. Obligations concerning legal basis, information, security and individual rights still apply. Assessing DPO appointment is only one part of compliance.

Is telling employees they are monitored enough?

No. Information is one requirement. Where monitoring relies on legitimate interests, the other requirements of Article 5 of Law No. 190/2018 and GDPR must also be met.

Legal references and supporting sources

• Regulation (EU) 2016/679 - GDPR, official Romanian text - Articles 5-6, 12-14, 24, 28, 32-39 and 44-49.
• Law No. 190/2018, consolidated text - Articles 4(2), 5 and 10.
• ANSPDCP - Data Protection Officer - section I: core activities, regular and systematic monitoring, and criteria for large-scale processing.

CHAPTER IV
Relationships with customers and suppliers

A contract works well when partner checks, the description of performance, evidence of delivery and remedies are considered together. This chapter retains the 2018 structure and adds international relationships, electronic signatures and sectors with special rules.

Company checklist

Review question

- Have the contracting party and signatory been correctly identified?
- Are performance, acceptance and evidence of delivery unambiguous?
- Do price, due dates, interest, penalties and security work together?
- Do notice, cure and termination provisions have clear deadlines and effects?
- Have governing law, court or arbitration jurisdiction and cross-border enforcement been assessed?
- Are contracts managed through a single file with versions and approvals?

1. Checks before a commercial relationship

Creditworthiness is not simply turnover. Check the company's existence and status, representatives, beneficial owner, financial statements, payment incidents, litigation, insolvency, sanctions and licences. The depth of review should be proportionate to the value, duration and risk of the relationship.

1.1. Identity and authority of the representative

The trade register certificate, articles, corporate resolutions and authorisations show who may sign and within what limits. In corporate groups, letterhead, email domain and trading name do not alone determine the contracting party.

2. Written contracts

A written contract records the agreement and facilitates proof. It should identify the parties, subject matter, performance standard, timetable, acceptance, supporting documents, price, taxes, currency and due dates. Electronic signatures and approval processes should reflect formal requirements and transaction risk.

2.1. Price, payment and security

The price mechanism must be calculable. Interest, penalties, advances, retentions, bank guarantees, comfort letters, personal guarantees, mortgages and retention of title have different effects. Check the form, registration, duration and practical enforceability of security.

2.2. Penalty clauses and remedies

A penalty clause should be aligned with the protected obligation and other remedies. Rescission or termination, cure, notice and the consequences of termination should be addressed separately. Force majeure and hardship have different conditions; lack of liquidity does not automatically remove liability.

2.3. Courts, arbitration and governing law

Domestic contracts require examination of jurisdiction and procedurally permitted clauses. International contracts should coherently address governing law, courts or arbitration, language, place of proceedings and notices. The resulting decision should be capable of recognition and enforcement where assets are located.

3. Negotiating and managing the contract

Archive negotiated versions, approvals, schedules and correspondence. During performance, document orders, deliveries, acceptance, defects, amendments and notices. Repeated conduct may influence interpretation, so commercial teams should follow clear rules.

4. Agricultural and food suppliers

Law No. 81/2022 regulates unfair trading practices in the agricultural and food supply chain. Application depends on supplier and buyer categories, turnover, product and the clause concerned. Payment periods, cancellations, returns and transfers of costs should be checked before contracting.

Legal references and supporting sources

- Law No. 287/2009 - Civil Code, republished, applicable version.
- Law No. 134/2010 - Code of Civil Procedure, republished, applicable version.
- Rome I and Brussels I Recast Regulations, for relationships within their scope.
- Law No. 81/2022 on the agricultural and food supply chain.

Due diligence on business partners and commercial contracts

A well-drafted contract must be supported by checks on the counterparty and clear records of performance. Identity, authority, solvency and the acceptance of goods or services directly affect the risks of a business relationship.

Identity and authority to represent the company

Check the full company name, registration details, registered office, status and authorised signatory. Details in an offer, email signature or commercial website do not replace current official information.

Limits on signing authority and any approvals required for the transaction should be examined. Within a group, the company negotiating, the company signing and the company paying may be different entities. Any guarantee from another company must be expressly given.

Financial position and payment risk

Trade register information, the Insolvency Proceedings Bulletin, public tax records and financial statements provide indicators that should be considered together. Litigation alone does not establish inability to pay, while the absence of litigation does not guarantee future payment.

For significant exposures, advance payments, milestone payments, security or trade credit limits may be negotiated. The cost and effective enforceability of security should be checked before treating the risk as covered.

Clauses that reduce ambiguity

The contract should define performance, acceptance criteria, payment dates, invoicing documents and the procedure for reporting defects. Phrases such as "payment on completion" may create disputes if completion is undefined.

Relevant provisions include penalties, lawful liability limitations, confidentiality, intellectual property, data processing, amendments and termination. Clauses should be tailored to the transaction: a standard template may omit the central risk in the relationship.

International contracts and electronic evidence

Applicable law, court jurisdiction, arbitration clauses, language and enforceability where assets are located should be assessed together. Choosing a prestigious arbitration forum is not sufficient if the procedure and costs are disproportionate to the contract.

Retain the final version, schedules, approvals and signing trail. Correspondence on deliveries, acceptance and complaints should be archived in a form that establishes authorship, date and content. The legal validity of the chosen form depends on the type of transaction.

Monitoring the relationship after signing

Partner checks should continue during the relationship, particularly where repeated delays, changes in representation or requests to pay other entities arise. The response should be documented and aligned with contractual rights.

Murar și Asociații assists companies with partner due diligence, contract negotiation and commercial disputes, nationally and internationally. An initial review benefits from the offer, draft contract, counterparty information and estimated financial exposure.

Useful questions

Does checking a company guarantee that invoices will be paid?

No. It helps identify risks and negotiate protections, without eliminating future developments or commercial risk.

Can the same contract be used for every business relationship?

A template can be a starting point, but obligations, security, data, intellectual property and dispute resolution mechanisms should be tailored to the transaction.

Legal references and supporting sources

• Trade Register Law No. 265 of 22 July 2022 - ONRC text - Articles 11-12: register publicity, information and documents; Article 89: registered company information.
• Regulation (EC) No. 593/2008 of 17 June 2008 - Rome I - Articles 1-4, 9 and 11: scope, governing law, overriding mandatory rules and formal validity.
• Regulation (EU) No. 1215/2012 of 12 December 2012 - Brussels I Recast - Articles 1(2)(d), 4, 7, 25, 36 and 39: scope, jurisdiction, recognition and enforcement; arbitration is excluded.

Contracts under pressure and the limits of force majeure

Rising costs, insufficient liquidity and inability to perform are subject to different legal rules. The contract, the cause of the difficulty and the evidence determine whether obligations may be renegotiated, adjusted, suspended or terminated.

The contract is the starting point

Before any notice, check the specific obligation, due date, risk clauses, penalties, notification mechanism and termination conditions. A force majeure clause may require deadlines and documents whose omission affects the contractual position.

For international contracts, governing law and the agreed court or arbitration must be checked separately. The Romanian Civil Code cannot be assumed to govern every contract of a Romanian company.

Force majeure requires more than economic difficulty

Under Article 1351 of the Civil Code, force majeure requires an external, unforeseeable, absolutely insurmountable and unavoidable event. The assessment concerns its effect on the specific obligation and causation; the public description of a crisis does not itself establish these conditions.

Insufficient funds, falling sales or ordinary cost increases do not automatically justify non-payment. Nor does a certificate confirming an event replace contract analysis and proof of the alleged impossibility. Effects may differ according to the impediment's duration and extent.

Hardship and adjustment of the contract

Article 1271 starts from the duty to perform even where performance has become more onerous. Judicial adjustment or termination for hardship requires additional conditions, including an exceptional change of circumstances making performance excessively onerous and the obligation manifestly unjust.

The timing of the change, foreseeability, allocation of risk and a good-faith attempt to negotiate within a reasonable time matter. A request to renegotiate does not unilaterally amend the agreement or automatically suspend payment.

Negotiations must result in a verifiable agreement

An agreement may provide a new timetable, temporary reduction of performance, additional security or agreed termination. It should address debts already due, penalties and rights retained.

Remote communication can support negotiations, but signatory identity, authority and formal requirements remain essential. For transactions with special form requirements, an informal email exchange may be insufficient.

A decision based on evidence and commercial consequences

Prepare the contract and annexes, an event chronology, notices, evidence of performance, costs and reasonable mitigation measures. These allow a negotiated outcome to be compared with litigation risks.

Murar și Asociații assists companies with contract negotiation and performance, managing difficulties and resolving disputes, including international relationships. The strategy considers both legal protection and continuity of the commercial relationship where it remains useful.

Useful questions

Does force majeure extinguish every debt?

No. The affected obligation, cause, contract and statutory effects must be assessed. Obligations already due or still capable of performance may be treated differently.

Can I reduce the price myself because costs have risen?

There is no general right to amend terms unilaterally. A solution may arise from the contract, a mutual agreement or, subject to statutory requirements, a court decision.

Legal references and supporting sources

- Civil Code - Law No. 287 of 17 July 2009, consolidated version - Articles 1270-1271, 1351 and 1634.

Renegotiating company borrowing: working with banks and non-bank lenders under financial pressure

Renegotiating a loan can align financing with the company's actual payment capacity. Success depends on evidence of its position, a sustainable proposal and a clear agreement with the lender.

What a company may achieve through negotiation

A company may ask its bank or non-bank financial institution to change the repayment schedule, grant a grace period, adjust financial terms or restructure security. These arrangements depend on the lender's agreement and the applicable legal conditions. The company's request does not itself amend the contract or create a general right to a debt reduction.

Negotiations should be prepared before liquidity shortages turn a manageable problem into a standstill. A credible proposal explains the source of the financial pressure, the measures already taken and the resources that will support revised payments.

What to check in the loan agreement

The review begins with payment obligations and the events that may permit acceleration. Relevant provisions include financial covenants, information obligations, restrictions on further borrowing, dividend distributions and asset disposals, and the consequences of default under other contracts.

The loan agreement, amendments and security documents should be read together. Rescheduling may require guarantor consent or updated formalities. Where financing involves several group companies or foreign lenders, applicable law, internal approvals and coordination between agreements may be decisive.

Preparing a restructuring proposal

A revised repayment schedule should be supported by verifiable receipts and a forecast that includes operating costs, tax liabilities and other debts. Deferring instalments without improving payment capacity may simply move the difficulty to a larger future payment.

The proposal may combine shareholder contributions, disposals of non-essential assets, debt recovery and cost reviews. Each measure should be assessed legally and financially. Asset transfers, additional security and payments to particular persons require separate scrutiny where financial difficulty or an insolvency risk exists.

Does negotiation stop enforcement?

No, unless an agreement or legal rule provides otherwise. Loan and security agreements entered into by credit institutions and non-bank financial institutions constitute enforceable titles under the relevant special legislation. Exchanging proposals should therefore not be confused with a suspension of recovery action.

If the parties agree a period during which the lender will not commence or continue specified measures, the agreement should define its duration, conditions, ongoing obligations and consequences of breach. Clear terms allow the company to organise its activities and the creditor to monitor compliance.

When hardship may be relevant

Article 1271 of the Civil Code permits a contract to be adapted or terminated, under strict conditions, where an exceptional change in circumstances makes performance excessively onerous. Increased costs or reduced revenue are not sufficient on their own.

The assessment considers when the change occurred, whether it was reasonably unforeseeable, the allocation of risk and prior attempts to negotiate in good faith. The legal regime and contract date matter. Consumer protections should not automatically be applied to a company borrowing for its business.

The link with preventive restructuring and insolvency

Where the difficulty extends beyond a single financing relationship, it may be necessary to coordinate relevant creditors or assess a restructuring agreement or preventive composition procedure. These procedures have their own requirements and cannot be replaced by an amendment to a bank loan.

Where insolvency already exists, negotiations do not indefinitely suspend the obligation to apply to the tribunal. The deadlines and exceptions under Law No. 85/2014 must be considered alongside commercial discussions. Management decisions should address both business continuity and compliance with legal duties.

Documents for an initial assessment

Murar și Asociații advises companies on financing negotiations, security reviews and disputes with banks and non-bank lenders. Our assistance reflects the business structure and any international aspects of the financing. Request a consultation.

- Loan agreements, amendments, security documents and notices.
- Outstanding balances, due dates and financing costs.
- Cash flow forecasts and a schedule of the company’s other obligations.
- The repayment proposal and required corporate approvals.

Update date

Useful questions

Must the bank accept the proposed repayment schedule?

There is no general obligation to accept every proposal. The outcome depends on the contract, legal framework and agreement between the parties.

Does signing a rescheduling agreement automatically release security?

No. The effect on security depends on the agreement, required consents and legal formalities. These matters should be addressed expressly.

Legal references and supporting sources

- Civil Code - Law No. 287/2009, consolidated text - Articles 1270-1271; provisions reconfirmed against the official consolidated text on 14 September 2026.
- Emergency Ordinance No. 99 of 6 December 2006 - Article 120.
- Law No. 93 of 8 April 2009 - Article 52(1).
- Law No. 85 of 25 June 2014 - Articles 6, 15^{1}-15^{13}, 16-37^{1}, 66 and 169.

Protection for agricultural and food suppliers

Relationships between agricultural or food suppliers and buyers may fall within Law No. 81/2022. This protection concerns specified commercial conduct and relationships; it does not create a general right to have products listed in a supermarket.

When the special regime applies

Application depends on the products, the parties' supply-chain positions and generally their relative turnover. The law establishes bands and specific rules, including certain relationships with public authorities.

These checks should precede reliance on a prohibition. Agricultural producers, distributors and retailers may play different roles in different contracts, and a difference in economic size does not replace statutory criteria.

Payments and changes to the commercial relationship

Payment periods, order cancellation, unilateral changes and certain costs shifted to suppliers are regulated. The law distinguishes prohibitions from special situations under Article 4, where both a supplier's request and prior agreement in clear, unambiguous terms matter.

A clause in a buyer's general terms must be assessed against the applicable rule. Signing does not validate prohibited conduct, but neither can every promotional charge or commercial service be classified without examining the circumstances.

Product listing and negotiation

Suppliers should distinguish freedom to negotiate from prohibited conditions. Refusing to contract does not automatically breach Law No. 81/2022. A complaint requires facts within the scope of the rule relied on.

The contract should clarify products, quantities, acceptance, quality standards, delivery records, price and any additional services. For perishables, evidence of deadlines and order changes is particularly important.

Documentation and remedies

Keep contracts, annexes, orders, invoices, acceptance documents, notices and correspondence about charges, returns or discounts. Transaction-level records help distinguish an ordinary commercial disagreement from prohibited conduct.

The Competition Council is the statutory enforcement authority. Administrative action and recovery of money or damages should be coordinated around the objective. A regulatory complaint does not automatically replace all available contractual claims.

Murar și Asociații assists producers, suppliers and agri-food businesses in negotiating contracts, reviewing commercial terms and resolving disputes. Support schemes and temporary relief require separate checks against the programme and relevant period.

Useful questions

Does the law require a supermarket to list my products?

It does not create a general right to a contract. It protects against prohibited conduct within the relationships and conditions defined by law.

Does it apply to every relationship between two food businesses?

Not automatically. Statutory definitions, turnover, supplier or buyer roles and special transaction rules matter.

Legal references and supporting sources

• Law No. 81 of 11 April 2022 on trading relationships in the agricultural and food supply chain - Articles 1-5: scope, prohibitions and exceptions; Articles 6-11: authorities, complaints, measures and access to courts.
• Directive (EU) 2019/633 of 17 April 2019 - Articles 1-3, 5-6 and 9: scope, prohibited practices, complaints and national protection.

CHAPTER V
Debt recovery

The procedure depends on the contract, due date, evidence, limitation, debtor defences and available assets. The fifth edition retains payment orders, small claims, ordinary proceedings, enforcement and insolvency, updated for 2026.

Company checklist

Review question

- Do the contract, invoices, acceptance records and correspondence establish the obligation and due date?
- Have limitation and any interrupting or suspending events been assessed?
- Does the procedure suit the claim value, evidence and foreseeable defences?
- Have the debtor's security and assets been identified before litigation?
- After insolvency opens, are BPI notices, filing deadlines and the claims schedule monitored?
- Do cost, duration and recovery prospects support the commercial objective?

1. Expedited procedures under the Code of Civil Procedure

Payment orders concern certain, quantified and due claims arising from a civil contract evidenced in writing, or determined under a statute, regulation or other document accepted by the parties. The prior demand must be served in the statutory form and allow the debtor the statutory payment period.

1.1. Small claims

Since 15 May 2025, the ceiling has been RON 50,000, excluding interest, costs and other ancillary amounts treated separately by law. The procedure is primarily written and uses forms; check exclusions and jurisdiction before filing.

2. Ordinary proceedings

Where the claim requires extensive evidence or there is a genuine dispute about performance, ordinary proceedings may be appropriate. Each amount sought should be linked to an obligation, due date, supporting document and calculation of ancillary amounts.

3. Enforcement

The enforceable title, authorisation, enforcement methods and challenges depend on the nature of the claim and assets. Garnishment, enforcement against movable or immovable property and protective measures have different conditions. Obtaining judgment and actually recovering funds are separate stages.

4. Insolvency

Proceedings may be opened on the debtor's application or that of a creditor meeting the statutory requirements. The threshold, age of the claim, presumption of insolvency and documents should be checked at filing. For debtors, amendments applicable from 18 December 2025 include a general maximum period of 45 days and notification to the tax authority 15 days before filing, subject to the law.

Creditors should monitor the Insolvency Proceedings Bulletin, file on time, check the schedule, security and voting class, and participate in creditor decisions. Opening proceedings affects individual enforcement, contracts and ancillary amounts, but the analysis depends on the right concerned.

Legal references and supporting sources

- Code of Civil Procedure, Articles 622-914 and applicable special procedures.
- Law No. 85/2014 on insolvency prevention and insolvency proceedings, applicable version.
- Law No. 72/2013 on combating late payment.

Recovering commercial debts: choosing a procedure and protecting the right to payment

Unpaid invoices call for a legal response proportionate to the debt, the available evidence and the debtor's position. Payment orders, small claims and ordinary proceedings serve different circumstances.

Where commercial debt recovery begins

A commercial debt should be pursued through a procedure suited to the documents and specific risks. Before litigation, establish the amount due, the payment deadline, performance of your own obligations, potential counterparty defences and whether insolvency proceedings exist. An unpaid invoice does not, by itself, justify the same approach in every case.

The contract, accepted orders, delivery or acceptance records and correspondence should be reviewed together. Part payments, set-off and penalties may affect the amount claimed. For international counterparties, the applicable law, competent court or arbitration forum and location of enforceable assets must also be checked.

When a payment order is appropriate

The payment order procedure under Articles 1014-1025 of the Code of Civil Procedure is available for certain, quantified and due claims supported by the written evidence required by law. It has no general monetary ceiling. The application is filed with the court competent to hear the substantive dispute at first instance, as determined by the applicable jurisdiction rules.

The creditor must first serve a demand allowing 15 days for payment from receipt, through a court enforcement officer or by registered post with declared contents and acknowledgement of receipt. Proof of service accompanies the application. If the debtor's defences require evidence that cannot be taken in this procedure, recovery may continue through ordinary proceedings.

Small claims and ordinary civil proceedings

Since 15 May 2025, Romania's small claims procedure has been available for claims up to RON 50,000, excluding interest, legal costs and other ancillary amounts. The district court hears the case at first instance. The procedure is primarily written, but permits hearings and further evidence where necessary and proportionate.

Excluded matters include insolvency, tax, administrative and employment disputes. Where a contractual dispute involves expert evidence, technical defects, reciprocal obligations or complex claims, ordinary proceedings may offer the appropriate evidential framework.

Interest, recovery costs and limitation

For relationships within Law No. 72/2013, late payment may entitle the creditor to late payment interest, recovery costs and minimum compensation of EUR 40, subject to the statutory conditions. Where no rate has been agreed, the applicable statutory late payment rate between professionals is the National Bank of Romania reference rate plus eight percentage points. The contract date and any prohibited combination of ancillary charges must be checked.

The general limitation period is three years, subject to exceptions and grounds for suspension or interruption. A demand does not protect the claim indefinitely: under Article 2540 of the Civil Code, the interrupting effect of a formal notice requires court proceedings to be brought within six months.

Documents that support an informed decision

Negotiation may produce a payment schedule, security or a settlement. The agreement should clearly state the consequences of non-payment. Where an enforceable title already exists, enforcement should be assessed; where insolvency has opened, recovery must be coordinated with the collective proceedings.

- The contract and amendments; orders and acceptance records.
- Invoices, due dates, payment history and a separate calculation of ancillary amounts.

- Relevant correspondence, acknowledgements of debt and proof of notices.
- Security, enforceable titles and information on insolvency or enforcement proceedings.

Legal assistance with debt recovery

Murar și Asociații assists companies with debt assessment, negotiations, litigation and enforcement-related legal steps, nationally and internationally. For cross-border commercial relationships, the strategy starts with the competent jurisdiction and the practical prospects of recovery. Request a consultation.

Useful questions

Does an invoice always allow a creditor to obtain a payment order?

No. The requirements concerning the claim and written evidence must be met. The contract, acceptance of performance and the debtor’s defences are decisive.

Is there a guaranteed deadline for receiving payment?

No. Procedural deadlines do not guarantee payment. Service of documents, defences, the debtor’s assets and any collective proceedings influence the outcome.

Legal references and supporting sources

- Code of Civil Procedure - Law No. 134 of 1 July 2010 - Articles 1014-1025 and 1026-1033.
- Law No. 57 of 8 May 2025 - sole article; applicable from 15 May 2025.
- Law No. 72 of 28 March 2013 - Articles 1, 3-4, 9-10 and 21.
- Government Ordinance No. 13 of 24 August 2011 - Articles $3(2^{1})$ and 8.
- Civil Code - Law No. 287/2009, consolidated text - Articles 2517, 2524 and 2540; reconfirmed against the official consolidated text on 14 September 2026.

Challenging civil enforcement: deadlines, grounds and stays of enforcement

An attachment or formal demand requires an immediate review of the enforcement file. A challenge and an application for a stay are separate steps, each with its own requirements and deadlines.

What an enforcement challenge can address

An enforcement challenge allows review of the lawfulness of civil enforcement, the enforcement officer's acts and, where provided by law, the title or refusal to perform an act. It may concern limitation of enforcement, amounts already paid, calculation of the debt, service of documents or failure to respect enforcement limits.

For a company, attachment of accounts can affect routine payments before a complete review is possible. For an individual, the nature of the income pursued and rights over assets also need checking. The first step is to establish when the measure was served or became known and the precise subject of the challenge.

When the 15-day period starts

Article 715 of the Civil Procedure Code generally provides 15 days to challenge enforcement. The starting point varies: knowledge of the challenged act, notification of attachment or receipt of documents allowing enforcement itself to be challenged.

For attachment of recurring income, the debtor's period starts no later than the first deduction. Clarification of the title and third-party applications have separate rules. Requesting a file copy or discussing matters with the creditor does not automatically extend time. The calculation must be based on proof of service, without waiting for the next enforcement measure.

An enforcement challenge does not replace proceedings on the debt

Where enforcement is based on a court judgment or arbitral award, a challenge cannot reopen grounds that could have been raised on the merits or through an available appeal. Dissatisfaction with a final decision does not become a new annulment ground simply because enforcement begins.

For other enforceable titles, substantive defences depend on Article 713 and the availability of a procedure to set aside the title. Credit agreements, notarial instruments and payment orders may have specific features. Grounds and procedure should reflect the title's nature, not a generic description of the debt.

When enforcement may be stayed

Filing a challenge does not itself stay enforcement. The applicant must request a stay and demonstrate sound grounds; generally, a security deposit calculated under the law is required. Article 719(4) provides special cases where a stay is mandatory without security.

In urgent cases, a provisional stay may be sought under Article 719(7) until the stay application is determined. A stay under the general rule lasts until the first-instance determination of the enforcement challenge, according to the High Court's binding interpretation. It should not be assumed that every stay automatically continues throughout an appeal.

Limitation of enforcement requires separate assessment

The right to obtain enforcement is generally subject to a three-year limitation period; for titles concerning rights in rem, the law provides ten years. The starting date, acknowledgements, payments and enforcement acts may affect the calculation. Limitation does not operate automatically without being invoked by the interested party.

Mortgages require separate analysis of when the right arose and the applicable rules. Not every bank debt and security interest follows the same three-year period. Likewise, gaps without visible enforcement acts do not alone prove that proceedings have lapsed.

Documents to retain

Murar și Asociații provides assistance and representation in civil enforcement challenges and stay applications in Romania and internationally. Where the title, creditor or assets are connected with another country, cross-border recognition and enforcement rules must also be checked. Tax enforcement has its own regime, requiring separate analysis. Request a consultation.

- The enforceable title, enforcement authorisation and enforcement officer's documents.
- Envelopes, acknowledgements and messages proving service.
- Bank statements and evidence of payments or deductions.
- The debt calculation, contracts and records concerning the assets or income pursued.

Update date

Useful questions

Will the bank automatically release my account if I file a challenge?

No. A challenge does not itself stay enforcement. The effects of any stay ordered must be assessed and communicated within the enforcement proceedings.

Can I wait for negotiations to finish before challenging enforcement?

Negotiation does not automatically extend the challenge deadline. The two processes must be coordinated to preserve procedural rights.

Legal references and supporting sources

- Civil Procedure Code - Law No. 134 of 1 July 2010 - Articles 697 and 706-719; High Court rulings RIL No. 13/2022, RIL No. 2/2021 and HP No. 81/2021.

Financial difficulty or insolvency? Legal options for business continuity

Financial difficulty, insolvency and bankruptcy have different meanings. Identifying the position correctly helps determine whether to negotiate, pursue preventive restructuring or enter insolvency proceedings, without delaying statutory obligations.

The distinction that determines the company's options

A company in difficulty may still have resources to meet current debts but face a real and serious threat to future payment capacity. Insolvency concerns insufficient available funds to pay certain, liquidated and due debts. Bankruptcy is a liquidation-focused stage or form of insolvency proceedings, not a synonym for every financial problem.

The balance sheet and accounting result are therefore insufficient. A company with valuable assets may lack liquidity for due obligations. A loss-making company is not insolvent merely for that reason. Assessment starts with cash flow, due dates and resources actually available.

Warning signs calling for early assessment

Repeated collection delays, loss of a major customer, reduced financing or accumulating tax liabilities can rapidly change payment capacity. Management needs a coherent picture of debts, security and essential contracts before assuming further obligations.

Non-payment for more than 60 days after maturity creates the rebuttable presumption of insolvency under Law No. 85/2014. This is not a general consequence-free grace period, nor does it justify seeking insolvency on a claim that fails statutory requirements.

Negotiation and a restructuring agreement

A direct agreement with creditors may change maturities, security or payment structure if the parties consent. Its effects should be documented: participants, included debts, default consequences and whether particular steps are stayed. Opening negotiations does not itself stop enforcement or statutory time limits.

The restructuring agreement under Law No. 85/2014 is a distinct procedure involving a restructuring administrator, voting rules and judicial supervision as prescribed by law. Eligibility, creditor treatment and recovery prospects must be demonstrated. Merely renaming a payment schedule is insufficient.

Preventive composition and temporary protection

Preventive composition proceedings provide a judicial framework for negotiating and implementing restructuring of an eligible company in difficulty. From commencement, the law provides an automatic enforcement stay of up to four months, ending earlier in statutory cases. Wage claims are excluded from the automatic stay and have special requirements.

Judicial extensions or renewals of the stay cannot exceed a cumulative 12 months from commencement. The plan may be implemented over a maximum of 48 months from enforceable court approval, with a possible 12-month extension. At least 10% of affected claims must be paid in the first year. Temporary protection needs credible measures and funding.

When insolvency has already occurred

Preventive procedures address financial difficulty, subject to eligibility conditions; they do not replace an insolvent debtor's duty to apply to the tribunal. Under the regime applicable from 18 December 2025, the debtor's general deadline is no more than 45 days from the onset of insolvency, with notice to the competent tax authority 15 days before filing. Special rules apply to certain good-faith negotiations and require individual assessment.

Transitional rules apply to proceedings begun before legislative amendments. A solution should be chosen before deadlines, liquidity shortages or loss of creditor support narrow the options.

Which documents are useful?

Murar și Asociații assists companies in assessing their legal position, negotiating with creditors and restructuring or insolvency proceedings. Legal work is coordinated with financial analysis and the insolvency practitioner's responsibilities. Request a consultation.

- Financial statements, recent trial balances and cash-flow forecasts.
- A list of creditors, due dates, security and enforcement proceedings.
- Essential contracts and financing documents.
- Proposed recovery measures and resources needed to implement them.

Update date

Useful questions

Does preventive composition stop all company payments?

No. A stay of certain enforcement measures does not extinguish obligations or permit the company to ignore current payments needed to operate.

Can a company with valuable assets be insolvent?

Yes. The legal test concerns cash available to meet due debts; asset value alone does not establish immediate ability to pay.

Legal references and supporting sources

- Law No. 85 of 25 June 2014 - Article 5(1), points 26^{2} and 29; Articles 6, 15^{1}-15^{13}, 24-25^{2} and 66.
- Law No. 216 of 14 July 2022 - Articles I and VII.
- Law No. 239 of 15 December 2025 - Articles XXIX and XXXII.

Opening insolvency proceedings: requirements, deadlines and steps for creditors

The opening of insolvency proceedings changes how creditors pursue their claims. Filing a proof of claim, checking the schedule of claims and participating in decisions become essential to protecting the right to distributions.

Who may petition for insolvency

A petition may be made by the debtor, one or more creditors, or persons and institutions expressly designated by law. The insolvency judge determines the petition and verifies the requirements; the judge does not act as the creditor seeking commencement.

For non-wage claims, the threshold is RON 50,000 for both creditor and debtor petitions under Law No. 85/2014. A creditor must establish a certain, liquidated claim overdue for more than 60 days, taking account of applicable set-off. For employees, the threshold is separately set at six national average gross salaries per employee.

The debtor's obligations and right of defence

Under the regime applicable from 18 December 2025, an insolvent debtor must apply to the tribunal within 45 days of becoming insolvent. The competent tax authority must be notified 15 days before filing. The law separately regulates certain good-faith negotiations and the option for a debtor facing imminent insolvency to apply.

Where a creditor petitions, the debtor may dispute or acknowledge insolvency within ten days of receipt. Both the debt and payment position must be examined. A seriously disputed claim or payment already made may change the outcome; the petition should not be treated as a routine commercial notice.

What happens to litigation and enforcement

From commencement, actions and enforcement to recover claims against the debtor's estate are stayed within Article 75's scope. Once the opening order becomes final, stayed proceedings terminate under the statutory rule. Pre-opening claims are primarily pursued collectively.

There are exceptions: actions against co-debtors and third-party guarantors are not stayed by this rule, and post-opening claims have a distinct regime. Secured creditors may have special remedies, including an application to lift the stay under Article 78. Commencement does not block every dispute or right against every person.

Filing claims and checking the schedule

Creditors must monitor the opening order, notices and Insolvency Proceedings Bulletin. The claim deadline is set by the court within the statutory maximum of 45 days from commencement, subject to lawful extension. It is not automatically 45 days from when the creditor learns of the case.

The proof of claim must state the amount, basis and priority rights and include supporting evidence. A judgment or other enforceable title does not replace this step. Wage claims are entered ex officio. Public creditors have special rules for claims established by tax inspection.

After publication of the preliminary schedule, check the amount and ranking. Objections must be filed within seven days of publication in the Insolvency Proceedings Bulletin (BPI). Late filing may result in loss of participation rights, subject to statutory exceptions, including defective notification.

Participation after admission of a claim

Admission of a claim begins participation; it does not end the process. Administrator reports, asset disposal proposals and the reorganisation plan can affect recovery. Creditors should monitor meeting notices and exercise voting and procedural rights within the applicable periods.

- Contracts, invoices and evidence of performance or money transfers.
- Calculation of principal and ancillary amounts, showing payments and set-off.
- Judgments, enforcement documents, security agreements and registration evidence.
- The commencement notice and documents published in the BPI.

Assistance for creditors and debtors

Murar și Asociații provides assistance and representation in Romanian insolvency proceedings, checking temporal application of the law and each claim's features. For foreign creditors, notification, documentation and coordination with relevant proceedings require separate consideration. Request a consultation.

Useful questions

Must I file a claim even if I have already won in court?

Generally yes, for a pre-opening claim. The title proves the right but does not replace the statutory proof of claim.

Does the debtor's insolvency prevent me pursuing a guarantor?

The Article 75 stay does not automatically extend to co-debtors and third-party guarantors. The guarantee, maturity and any proceedings affecting them must nevertheless be checked.

Legal references and supporting sources

- Law No. 85 of 25 June 2014 - Article 5, points 20, 29 and 72; Articles 65-66, 72, 75, 78, 100-102, 111 and 114.
- Law No. 239 of 15 December 2025 - Articles XXIX and XXXII, including paragraph (6).

Judicial reorganisation: plan requirements and the period available to companies

Judicial reorganisation seeks to restore a company in insolvency through a plan accepted and confirmed in accordance with the law. Duration, funding and the treatment of creditors must be assessed together.

What judicial reorganisation involves

Reorganisation offers a route to recovery within insolvency proceedings where the business can sustain a feasible plan. It requires specific measures, a payment programme and respect for creditors' rights. Continuing to trade after proceedings open does not, by itself, mean a plan has been confirmed or bankruptcy will be avoided.

The plan should explain how the necessary resources will be generated: operating revenue, financing, capital contributions, asset disposals or other permitted measures. Projections should account for current costs, essential contracts and the risks that contributed to the company's difficulties.

Who may propose a plan

Under Article 132 of Law No. 85/2014, a plan may be proposed by the debtor, the insolvency administrator or one or more creditors together holding at least 20% of the claims in the final schedule. The debtor must comply with the requirements concerning its intention to reorganise and the necessary approvals.

The general deadline for proposing a plan is 30 days after publication of the final schedule in the Insolvency Proceedings Bulletin (BPI). On justified grounds, the insolvency judge may grant the statutory extension of up to 30 days. Financial and legal preparation should begin beforehand, allowing this period to be used to finalise an already substantiated proposal.

How long a legal entity's plan may last

For legal entities, Article 133(3^1) permits a plan implementation period of four years from confirmation. Amendments and extensions are possible under Article 139(5), but the total period cannot exceed five years from initial confirmation. An extension is not automatic and does not add a further five years to the original term.

These rules must be considered against the commencement date of the proceedings. Law No. 216/2022 preserves the previous law for proceedings started before it entered into force. A generic reference to a three-year plan is therefore incomplete for companies under the current regime, while automatically applying four years to every older case is equally incorrect.

How creditors assess the plan

Creditors examine the payment programme, the treatment of their class and the comparison with the relevant statutory alternative. Security value, claim ranking and estimated recoveries inform this assessment. Voting takes place within the statutory classes and majorities; confirmation is a matter for the insolvency judge.

A plan cannot be assessed solely by the nominal percentage promised. Payment timing, the likelihood of receipts, operating costs and dependence on financing not yet secured may significantly affect the economic outcome. Disputed claims and changes in asset values should be incorporated into implementation scenarios.

Obligations that continue after confirmation

The company must implement the plan and manage its current obligations. Periodic reports and reviews allow compliance and business viability to be assessed. Failure to comply with the plan, accumulation of current debts in the circumstances specified by law or an inability to recover may lead to bankruptcy.

Confirmation does not automatically release co-debtors or guarantors. Article 140(4) preserves creditors' claims against them for the full debt, even where they voted for the plan, taking account of payments received and the specific legal circumstances.

Documents and decisions to prepare

Murar și Asociații assists companies and creditors with the legal preparation, negotiation, assessment and challenge of reorganisation plans. Our work is coordinated with the insolvency administrator and financial advisers, including where foreign lenders or creditors are involved. Request a consultation.

- The final claims schedule, security and asset value estimates.
- Budgets, cash flow forecasts and funding assumptions.
- Essential contracts and proposed operational measures.
- The payment programme, corporate approvals and case documents.

Update date

Useful questions

Can every insolvent company enter reorganisation?

No. Statutory eligibility, a feasible plan, creditor voting and court confirmation are required. Some situations lead to simplified proceedings or bankruptcy.

Can a plan be amended after confirmation?

Yes, subject to the statutory procedure, creditors' rights and the applicable overall time limit. An internal company decision alone does not change a confirmed plan.

Legal references and supporting sources

- Law No. 85 of 25 June 2014 - Articles 132-140 and 143-145
- Law No. 216 of 14 July 2022 - Article I, particularly points 86 and 94; Article VII
- Law No. 239 of 15 December 2025 - Articles XXIX and XXXII.

Liability for causing insolvency: the requirements of Article 169 of Law No. 85/2014

A director is not automatically personally liable for an insolvent company's debts. Article 169 requires conduct specified by law and a causal link with the loss and the company's insolvency.

When others may be required to bear a company's liabilities

The insolvency judge may order persons who contributed to a legal entity's insolvency through the conduct listed in Article 169 to bear some or all of its liabilities. The amount cannot exceed the loss causally linked to that conduct. A company's lack of funds or business failure is not, by itself, sufficient for the claim to succeed.

The version applicable from 18 December 2025 expressly includes individuals and legal entities controlling the debtor's financial or operational decisions, irrespective of their formal position. Their actual role, the relevant period and the decisions concerned must all be examined.

The conduct covered by the law

The law covers, among other matters, using company assets or credit for personal benefit or the benefit of another person, continuing an activity for personal gain when it clearly led to cessation of payments, fictitious accounting, concealment of assets and fictitious increases in liabilities. Certain preferential payments and ruinous financing methods are also covered.

Since December 2025, Article 169(1)(e^1) has expressly addressed certain transfers of assets or a substantial part of an undertaking to a closely connected person. The statutory conditions and intent must be established, including placing assets beyond creditors' reach. A transaction between affiliated companies does not give rise to liability solely because of that affiliation.

Accounting records and statutory presumptions

Failure to deliver accounting records to the insolvency administrator or liquidator may trigger statutory rebuttable presumptions. In Decision No. 14/2022 on an appeal in the interests of the law, the High Court clarified the consequences of non-delivery following notice. The person concerned should respond with specific evidence, rather than merely denying the allegations.

The amended Article 169 also provides for a presumption of failure to keep lawful accounts where financial statements or tax returns were culpably not filed before proceedings opened. These presumptions can be rebutted. Delivered documents, evidence of communications, actual responsibilities and explanations for any omissions are relevant.

Who may bring a claim and how recoveries are used

The insolvency administrator or liquidator must bring proceedings when the persons responsible are identified. Under the amended Article 169(2), any interested creditor may also bring the claim. It is heard separately in a case associated with the insolvency proceedings.

Recovered amounts form part of the debtor's estate and are applied under the rules governing reorganisation or bankruptcy. A creditor who brings the claim has no exclusive entitlement to the amount recovered. Protective measures may also be sought, subject to the statutory conditions and security requirements.

Defences, limitation and the law applicable in time

A defence requires examination of the conduct, fault, loss and causal link, including any applicable presumptions. The law provides for circumstances in which recorded opposition within collective management bodies or certain good-faith restructuring payments may exclude liability.

Article 170 provides for a three-year limitation period. Its start is linked to when the person who contributed to insolvency was known or could have been known, and cannot be later than publication of the statutory report in the Insolvency Proceedings Bulletin (BPI). It is not calculated mechanically from closure of the proceedings.

The December 2025 amendments must be read alongside Article XXXII of Law No. 239/2025: as a rule, proceedings commenced earlier remain subject to the previous law, and Article 169 is not among the listed exceptions. A claim in an older case requires examination of its applicable regime before relying on the new rules.

Documents relevant to assessing liability

Murar și Asociații advises creditors and persons facing insolvency liability claims, from evidence assessment through to representation in court. Request a consultation.

- The report on the causes of insolvency and the case documents.
- Accounting records and evidence of their delivery.
- Management decisions, individual responsibilities and recorded objections.
- Disputed contracts and payments, asset valuations and relevant correspondence.

Update date

Useful questions

Is a shareholder automatically liable for the company’s debts?

No. Shareholder status alone is insufficient. A legal basis, specific conduct and the conditions for liability must be established.

Can there also be consequences for managing other companies?

Yes. The amended Article 169(10) provides for separate restrictions on management and on founding or acquiring control of a new company following a final judgment. The rules applicable in time must be checked.

Legal references and supporting sources

- Law No. 85 of 25 June 2014 - Articles 169-173; annotation to High Court Decision No. 14/2022, Official Gazette No. 902 of 13 September 2022
- Law No. 239 of 15 December 2025 - Article XXIX, points 47-51; Article XXXII

CHAPTER VI
Public procurement

Participation in public procurement should be prepared from identification of the procedure through contract performance. Tender documents, the bid, clarifications, outcome and remedy belong in a single file.

Company checklist

Review question

- Is the complete documentation archived, including clarifications and corrections?
- Does the bid have a matrix of requirements, documents, responsibilities and deadlines?
- Are the ESPD, consortium, third-party support and subcontracting described consistently?
- Can the date of learning of the challenged act be proved?
- Are contract amendments classified and justified before implementation?
- Does the authority's file provide an audit trail of approvals and performance?

1. Identifying the procedure and reviewing the documents

The operator monitors SEAP and checks the subject matter, CPV code, value, lots, award criterion, deadlines and qualification requirements. Estimated value is calculated excluding VAT for the entire requirement; artificial splitting is prohibited.

1.1. Clarifications before bidding

Questions should be timely, specific and refer to the unclear requirement. The authority's responses and any corrections become part of the tender documentation and should be incorporated into the final bid.

1.2. Qualification documents and the ESPD

The European Single Procurement Document (ESPD/DUAE) is a preliminary declaration concerning exclusion and capacity. Supporting documents are supplied as required by the procedure and the authority. Consortium arrangements, third-party support and subcontracting must be described consistently in all forms and proposals.

1.3. Technical and financial proposals

The technical proposal should demonstrably meet each requirement without reservations incompatible with the tender documents. The financial proposal includes all required costs and follows the prescribed form, currency, VAT and adjustment rules. An apparently abnormally low price must be justified by actual data.

1.4. Evaluation, clarifications and outcome

Evaluation responses should explain the submitted bid without substantially changing it. The outcome notice should be assessed alongside the procedure report and permitted access to the file. A bid may be inadmissible or non-compliant only on statutory grounds supported by reviewable reasons.

1.5. Challenges

Law No. 101/2016 permits applications to CNSC or the courts. Under the consolidated version applicable at the editorial cut-off, the deadline is 10 days for procedures at or above the EU Official Journal publication thresholds and seven days below them, running from learning of the allegedly unlawful act. Security, grounds and effects on the procedure require separate checks.

2. Public procurement contracts

The authority and contractor should check scope, price, acceptance, security, penalties, subcontracting, adjustment and termination. Amendment without a new procedure is permitted only in the circumstances set out in Article 221 of Law No. 98/2016. Each change must be justified and documented before implementation.

2.1. Checklist for the contracting authority

The contract file should allow reconstruction of the choice of procedure, approvals, criteria, evaluation, conflicts of interest and performance. For contractual receivables, distinguish ordinary law, contractual clauses and the authority's special powers.

Legal references and supporting sources

- Public Procurement Law No. 98/2016, applicable consolidated version.
- Law No. 101/2016 on remedies and review procedures, consolidated version of 27 February 2026.
- Government Decision No. 395/2016, applicable version.

CHAPTER VII
Opportunities for businesses to obtain European funding

The 2018 structure is retained, with explanations addressing 2021-2027 programmes, funding agreements, procurement, indicators, durability and prevention of irregularities.

Company checklist

Review question

- Has the version of the applicant guide applicable at submission been retained?
- Have applicant, activity, location and cost eligibility been checked?
- Do property rights and authorisations cover implementation and durability?
- Does the budget include co-financing and cash flow until reimbursement?
- Are procurement and conflicts of interest documented before expenditure is committed?
- Has the special remedy been identified upon receipt of an adverse decision?

1. Stages of a European-funded project

The company identifies the programme and call, checks eligibility, prepares the application and annexes, responds to clarification requests, signs the agreement and implements the project. Retain the applicant guide, annexes and clarifications applicable at submission.

2. Planning activities

Activities, procurement, permits and recruitment should follow a realistic timetable. Property rights, technical capacity, linked enterprises, state or de minimis aid and conflicts of interest should be checked before the project depends on an ineligible assumption.

3. Implementation and durability periods

The implementation period includes delivery, acceptance, payment and reimbursement applications. Investment retention, employment, indicators, archiving and publicity obligations may continue after completion. Changes should be notified or approved before producing irreversible effects.

4. Project budget

The budget separates eligible and ineligible expenditure, VAT, reserves and cash flow. A genuine and useful expense may remain ineligible if it fails to meet timing, procurement, documentation or contractual limits.

5. Co-financing

Own funds, credit, state aid and pre-financing should be aligned with payment dates. Evidence of financial capacity must be valid when required and cover delays between payment and reimbursement.

6. Technical and financial evaluation grid

Before submission, check every criterion against its score, supporting document, responsible person and risk. Statements in the application must be supported by technical and financial annexes. An estimated score does not replace compliance with mandatory criteria.

7. Procurement, controls and corrections

The beneficiary applies the procurement regime relevant to its status and programme. Need, competition, selection, conflicts of interest, contracting and acceptance must be documented. Rejected expenditure, financial corrections or assessment of a public receivable must be challenged under the applicable special procedure.

Legal references and supporting sources

- Regulation (EU) 2021/1060 and the relevant fund-specific regulations.
- Emergency Ordinance No. 66/2011 on preventing and sanctioning irregularities, applicable version.
- The applicant guide and funding agreement for the specific call.

CHAPTER VIII
Personal data protection

The General Data Protection Regulation remains the central framework. In 2026, data governance should be linked to security, supplier relationships, marketing, employee monitoring and artificial intelligence systems.

Company checklist

Review question

- Does the processing record describe actual processes and retention periods?
- Are controller-processor roles and international transfers documented?
- Are there tested procedures for requests, incidents and impact assessments?
- Is a DPO appointed where necessary and free of conflicts of interest?
- Do marketing, cookies and employee monitoring comply with special rules?
- Are AI tools inventoried and assessed before use?

1. Appointing a data protection officer

A DPO is mandatory in the cases prescribed by Article 37 GDPR, including where core activities involve large-scale regular and systematic monitoring or large-scale processing of special categories of data. There is no general employee-number threshold. The role must be independent and free of conflicts of interest.

2. Measures required of every controller

The company inventories data, purposes, legal bases, recipients, transfers and retention periods. Notices, processor agreements, records, policies, access controls and request procedures should describe actual operations.

2.1. Incidents and impact assessments

An incident must be assessed immediately to determine risk, documentation and any notification to the authority or affected individuals. An impact assessment is carried out before processing likely to create high risk and updated when technology or purpose changes.

2.2. Providers, cloud services and international transfers

The contract sets out roles, instructions, confidentiality, security, subprocessors, assistance and deletion. Transfers outside the European Economic Area require a valid mechanism and an assessment of effective protection, not merely a standard clause.

2.3. Marketing, cookies and employee monitoring

The legal basis, information and right to object should be checked for each channel and audience. Non-essential cookies require genuine choice. Workplace monitoring must meet the cumulative conditions of Law No. 190/2018, be necessary and proportionate, and avoid becoming general surveillance.

2.4. Using artificial intelligence systems

The company inventories tools, its role in their use, input data, providers and effects on individuals. Confidential or personal information should not be entered into an external service without a legal basis, approval, contractual controls and security measures.

Regulation (EU) 2024/1689 applies in stages and was amended in 2026 for certain deadlines concerning high-risk systems. Classification and obligations should be checked against the consolidated version applicable to the project, alongside GDPR and sector rules.

3. Liability and sanctions

The authority may impose corrective measures and fines depending on the nature, severity, duration and circumstances of the breach. Affected individuals may claim damages. Evidence of decisions, risk assessment and incident response is essential.

Legal references and supporting sources

- Regulation (EU) 2016/679 on data protection.
- Law No. 190/2018 implementing GDPR.
- Regulation (EU) 2024/1689 on artificial intelligence, applicable consolidated version.

GDPR for businesses: when a DPO is required and how employee activity may be monitored

Data protection affects a company's everyday decisions: recruitment, payroll, client relationships, IT systems and premises security. Compliance requires an understanding of the data processed, a basis for using it and verifiable rules. Appointing a data protection officer, or DPO, is mandatory in certain circumstances, but does not replace the company's responsibility for its own processing.

Start with the purpose and basis of each processing activity

For each activity, establish why data is needed, the legal basis, who has access and retention periods. GDPR requires lawfulness, transparency, purpose limitation, data minimisation, accuracy and security. The company must be able to demonstrate compliance.

Consent is not a universal processing basis. Contract performance, legal obligations and legitimate interests may apply under their respective conditions. In employment, a blanket consent statement does not justify every use of employee data.

Privacy notices, processor agreements, access rules and request or incident procedures should reflect actual data flows. Transfers to recipients outside the European Economic Area require assessment of applicable mechanisms.

When a DPO must be appointed

Article 37 GDPR specifies three principal situations where appointment is mandatory:

- Processing is carried out by a public authority or body, except courts acting in their judicial capacity.
- Core activities involve operations requiring regular and systematic monitoring of individuals on a large scale.
- Core activities consist of large-scale processing of special categories of data or data concerning criminal convictions and offences.

The assessment goes beyond employee numbers

Article 37 does not set a general employee or turnover threshold. For scale, the supervisory authority identifies the number of data subjects, data volume and variety, duration and geographical extent. Core activities and the nature of processing matter, not organisational size alone.

Romanian law adds relevant requirements. Article 4(2) of Law No. 190/2018 requires safeguards, including a DPO, where national identification numbers or documents containing them are processed on the basis of legitimate interests. This must be distinguished from processing the same data to comply with a legal obligation.

The officer's role and independence

A DPO may be an employee or external provider. They need suitable expertise, access to information and resources, and timely involvement in data decisions. They advise, monitor compliance and cooperate with the supervisory authority.

The DPO reports directly to the highest management level and must not receive instructions on performing their specific tasks. Other roles are permissible only without conflicts of interest. Contact details must be published and notified to the authority under Article 37(7).

Employee monitoring: cumulative requirements

For workplace monitoring through electronic communications or video surveillance based on the employer's legitimate interests, Article 5 of Law No. 190/2018 requires all of the following:

- The employer's legitimate interest is properly justified and outweighs the interests, rights and freedoms of the individuals concerned.
- Employees receive prior, complete and explicit information.
- The trade union or employee representatives are consulted before introducing the systems.
- Less intrusive alternatives have previously proved ineffective.
- Storage is proportionate to its purpose and does not exceed 30 days, except where expressly provided by law or duly justified.

Documenting the decision before implementation

A camera or application installed for security does not automatically authorise continuous evaluation of employee behaviour. Purpose, access, retention and subsequent uses require assessment. Where processing may create a high risk, the obligation to conduct a data protection impact assessment must be checked.

Murar și Asociații assists companies in assessing GDPR obligations, reviewing documents and supplier relationships, evaluating workplace monitoring and handling requests or regulatory inspections.

Useful questions

Is a company exempt from GDPR if it need not appoint a DPO?

No. Obligations concerning legal basis, information, security and individual rights still apply. Assessing DPO appointment is only one part of compliance.

Is telling employees they are monitored enough?

No. Information is one requirement. Where monitoring relies on legitimate interests, the other requirements of Article 5 of Law No. 190/2018 and GDPR must also be met.

Legal references and supporting sources

- Regulation (EU) 2016/679 - GDPR, official Romanian text - Articles 5-6, 12-14, 24, 28, 32-39 and 44-49.
- Law No. 190/2018, consolidated text - Articles 4(2), 5 and 10.
- ANSPDCP - Data Protection Officer - section I: core activities, regular and systematic monitoring, and criteria for large-scale processing.

CHAPTER IX
Unfair competition

This chapter distinguishes anticompetitive conduct, unfair competition and trade secret protection. Contracts help only if the company can show what information it protects and what measures it has taken.

Company checklist

Review question

- Is confidential information identified, classified and accessible only on a need-to-know basis?
- Do confidentiality and non-compete clauses meet the requirements of the legal relationship?
- Have exchanges with competitors and distribution restrictions been reviewed before implementation?
- Is there evidence of the conduct, information used and loss?
- Do technical and contractual measures demonstrate that the information is secret?

1. Anticompetitive conduct

Agreements between undertakings, exchanges of sensitive information, price coordination, market sharing and certain vertical restraints may fall under the Competition Law and Article 101 TFEU. Assessment starts with their content, context, market power and effects.

2. Unfair competition

Diverting customers through use of trade secrets, disparagement, misleading conduct and other behaviour contrary to honest commercial practices are assessed under Law No. 11/1991. A commercial conflict is not automatically unfair competition; facts, evidence and a link to loss are required.

3. Protection through employment and commercial contracts

Confidentiality, non-compete, intellectual property, system access and information return obligations should be clear and proportionate. An employment non-compete clause has specific conditions and a compensation requirement. General or unlimited restrictions are vulnerable.

4. Trade secrets

Information must be secret, have commercial value because it is secret and be protected by reasonable measures. Document classification, role-based access, markings, logging and supplier duties demonstrate that the company treated it as secret.

5. Stopping the infringement and recovering damages

The company may seek cessation of the conduct, preservation of evidence, interim measures and compensation, subject to the law. The strategy should also protect information during proceedings, including through confidentiality measures.

Legal references and supporting sources

- Competition Law No. 21/1996, republished, applicable version.
- Law No. 11/1991 on unfair competition, applicable version.
- Emergency Ordinance No. 25/2019 on protection of undisclosed know-how and business information.

Unfair competition and protecting your business

Commercial disparagement, unlawful use of confidential information and certain abusive conduct may justify measures to protect a company. The legal classification and appropriate procedure depend on the evidence, the relationship between the parties and the interest affected.

Legitimate competition and unlawful conduct

Losing a client or facing a new competitor is not unlawful in itself. The assessment must identify specific conduct: false market statements, use of trade secrets or other acts contrary to the legal requirements of fair competition.

Law No. 11/1991 has a different scope from the rules on anti-competitive agreements and abuse of a dominant position. Nor does superior bargaining power automatically give rise to the same remedies as market dominance.

Protecting business information

Confidentiality agreements, access permissions and internal procedures help demonstrate measures taken to protect information. Not everything known by a former employee is a trade secret.

It must be established what information was used, whether it was protected, how it was obtained and how it relates to the loss. Employment non-compete clauses have their own requirements and cannot be replaced by a general, unlimited prohibition on working in the same sector.

Complaining to the authority and bringing court proceedings

The Competition Council acts under statutory conditions, considering the public interest affected. A complaint should describe the facts and contain verifiable support; not every dispute between companies leads to an investigation.

Stopping or prohibiting the conduct and recovering compensation may require court proceedings. An administrative fine and compensation serve different purposes: a regulatory penalty does not automatically result in payment to the injured party.

Evidence and proportionate measures

Preserve published material, transmission dates, business messages, contracts and records allowing the loss to be assessed. Unlawfully obtained evidence may undermine the case; unauthorised access to a competitor's accounts or systems is not an acceptable way to gather evidence.

For ongoing harm, the need for urgent measures and their specific procedural requirements should be assessed. Separately, the company should protect its information and control access without making unfounded public allegations.

Murar și Asociații assists businesses in assessing unfair competition, preparing complaints, negotiating solutions and litigation. The legal objective depends on the conduct to be stopped and the loss that can be proved.

Useful questions

Does a fine imposed on a competitor compensate my loss?

Not automatically. Compensation requires an appropriate legal basis and procedure, and proof of the loss and its connection with the conduct.

Is winning another business's client always unfair competition?

No. The methods used and statutory requirements matter, not simply the client's decision to change supplier.

Legal references and supporting sources

• Emergency Ordinance No. 84 of 16 June 2022 amending Unfair Competition Law No. 11/1991 - Article 5: amendments to Law No. 11/1991, including Articles 1, 1^1, 2, 3^1 and 3^2.
• Emergency Ordinance No. 25 of 18 April 2019 on trade secrets, consolidated text - Articles 1-5 and 9-16: scope, lawful or unlawful acquisition and use, exceptions and remedies.

DOCUMENTS FOR AN INITIAL REVIEW

Situation Useful documents

Corporate decision
Articles, shareholder information, approvals and transaction timetable.

Contract
Negotiated version, schedules, offer, security and relevant correspondence.

Debt
Contract, invoices, acceptance records, correspondence, due date and debtor information.

Inspection or authority decision
The decision, annexes, proof of service, requested documents and known deadlines.

Employment relationship
Contract, job description, regulations, decisions and proof of communications.

Financial difficulty
Creditors, due dates, security, enforcement and financial and accounting information.

MURAR ȘI ASOCIAȚII

Romanian law firm • Since 2009

3 Răsuri Street, ground floor, Sector 2, Bucharest

+40 21 326 52 62 • +40 21 330 52 62 • office@avocatmurar.ro • www.avocatmurar.ro

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