ICCA
INTERNATIONAL COUNCIL FOR COMMERCIAL ARBITRATION

URUGUAY

Sandra González
Mauricio Mourglia

URUGUAY

Sandra González*
Mauricio Mourglia**

a. Parties' Right to a Physical Hearing in the *Lex Arbitri*

1. *Does the* lex arbitri *of your jurisdiction expressly provide for a right to a physical hearing in arbitration? If so, what are its requirements (e.g., can witness testimony be given remotely, etc.)?*

Short answer: No.

Uruguay's *lex arbitri* is different for domestic and international arbitration. Domestic arbitration is governed by the General Code of Procedure (Articles 472 through 507), while international arbitration is governed by the International Commercial Arbitration Law ("Law 19,636") adopted on July 26, 2018.[1]

Law 19,636 is an adoption of the UNCITRAL Model Law on International Commercial Arbitration. Article 24(1) of the Law provides that – unless the parties had expressly agreed not to have hearings – the tribunal shall organize "a hearing" in the appropriate phase of the proceedings when one of the parties so requests.[2] This provision

* Sandra González is a Partner and Co-Head of the Litigation and Arbitration Team at Ferrere.

** Mauricio Mourglia is an Associate and Member of the Litigation and Arbitration Team at Ferrere.

[1] Law 19,636 was published in Uruguay's Official Gazette on July 26, 2018 and entered into force on August 5, 2018. For the purposes of determining the application of Law 19,636, an arbitration is considered "international" when: (i) the parties to an arbitration agreement had their place of business in two different states when they entered into such agreement; (ii) any place where a substantial part of the obligations of the commercial relationship is to be performed is a state different from the one in which the parties have their places of business; or (iii) the place with which the subject-matter of the dispute is most closely connected is a state different from the one in which the parties have their places of business (see Article 1(3) of Law 19,636).

[2] Article 24(1) of Law 19,636 provides: "Subject to any contrary agreement by the parties, the arbitral tribunal shall decide whether to hold oral hearings for the presentation of evidence or for oral argument, or whether the proceedings shall be conducted on the basis of documents and other materials. However, unless the parties have agreed that no hearings shall be held, the arbitral tribunal shall hold such hearings at an appropriate stage of the proceedings, if so requested by a party" (free translation by the Authors).

does not specify whether such hearing should be physical or virtual, leaving that determination to the tribunal's discretion pursuant to Article 19 of the Law.[3]

2. *If not, can a right to a physical hearing in arbitration be inferred or excluded by way of interpretation of other procedural rules of your jurisdiction's* lex arbitri *(e.g., a rule providing for the arbitration hearings to be "oral"; a rule allowing the tribunal to decide the case solely on the documents submitted by the parties)?*

Short answer: Yes, it can be deemed excluded.

The same Article 24(1) of Law 19,636 provides that, in principle, the tribunal decides whether there will be a hearing in the proceedings or if the case will be decided on the basis of documents and other evidence submitted by the parties. The exception to this rule is the one providing that a hearing "shall" be conducted if one party so requests, but does not specify that such hearing should be physical. Apart from this, tribunals have wide discretion to determine the proceedings, including the conduct of virtual hearings (Article 19 of Law 19,636).

b. Parties' Right to a Physical Hearing in Litigation and its Potential Application to Arbitration

3. *In case the* lex arbitri *does not offer a conclusive answer to the question whether a right to a physical hearing in arbitration exists or can be excluded, does your jurisdiction, either expressly or by inference, provide for a right to a physical hearing in the general rules of civil procedure?*

Short answer: They normally do, but are subject to exceptions.

Uruguay's general rules of civil procedure contained in the General Code of Procedure implicitly provide for a right to a physical hearing in "ordinary proceedings".

Articles 100, 103 and 340 – among others – provide for the "presence" of the parties and the judge at the hearing.[4] Although a "physical" presence is not expressly required,

[3] Article 19 of Law 19,636 provides: "(1) Subject to the provisions of this Law, the parties are free to agree on the procedure to be followed by the arbitral tribunal in conducting the proceedings. (2) Failing such agreement, the arbitral tribunal may, subject to the provisions of this Law, conduct the arbitration in such manner as it considers appropriate. The power conferred upon the arbitral tribunal includes the power to determine the admissibility, relevance, materiality and weight of any evidence" (free translation by the Authors).

[4] Article 100 of the General Code of Procedure provides: "In the proceedings conducted through hearings, the court will preside them itself […]" (free translation by the Authors).

this is inferred from the fact that virtual hearings did not exist when the Code entered into force in 1989 and no express amendment in this regard was made in its last reform in 2013.

However, certain exceptions exist, allowing for parts of a hearing to be conducted remotely by videoconference. Since 2013, it is possible to hear the witnesses' and experts' testimony through videoconference in cases where the person to be examined is abroad or at such distance from the court that renders it difficult or costly to travel to the place where the courtroom is situated.[5] In this case, the Supreme Court of Justice established certain requirements to conduct the examination via videoconference: (i) the simultaneous transmission of image, audio and data; and (ii) the presence of an official from another court in the place where the witness or expert will give their testimony in order to control the identity of the person and the absence of any illegal interference to their testimony.

Recently, with the Covid-19 outbreak, temporary rules have been passed allowing virtual hearings in civil and administrative courts (and other courts willing to implement virtual hearings and having the technical equipment to do so), unless one of the parties objects.[6] Under those temporary rules, the parties would be attending the hearing remotely via videoconference, but the judge and the witness would be physically present in the courtroom. In criminal proceedings, partial virtual hearings may take place with the person prosecuted of a crime attending the hearing virtually while other participants (i.e., the judge, experts or witnesses) may attend the hearing physically.[7]

Also, certain "summary" proceedings do not automatically grant the parties a right to a hearing. The procedural structure applicable to the summary collection of debt ("*juicio ejecutivo*") only exceptionally contemplates a hearing. In these cases, the plaintiff files a complaint accompanied with a document showing its right to be paid (for example, a promissory note or check) and the court rules *ex parte*.[8] Only after the court's ruling will the defendant be served notice and granted 10 days to oppose the collection.[9] It is only in case the defendant appears to challenge the ruling that the court will summon the parties to a hearing.[10] If the defendant does not appear in the proceedings, the first ruling becomes final.

Article 103(2) provides: "The [hearing] minutes shall contain: [...] (2) The name of the persons attending and a register of the absence of the persons that must have or could have been present, indicating the reason for their absence, if known" (free translation by the Authors). Article 340(1) provides: "The parties shall attend the hearing personally, unless a legitimate reason exists that would justify the attendance through a representative" (free translation by the Authors).

[5] Resolution 7784 by the Supreme Court of Justice, December 9, 2013.

[6] Article 11(1) of Resolution 33/2020 by the Supreme Court of Justice, May 14, 2020.

[7] *Ibid*.

[8] Article 354 of the General Code of Procedure.

[9] Article 355 of the General Code of Procedure.

[10] Article 357 of the General Code of Procedure.

4. *If yes, does such right extend to arbitration? To what extent (e.g., does it also bar witness testimony from being given remotely)?*

Short answer: No.

As explained before, the *lex arbitri* for international arbitration is Law 19,636. This law does not refer to the General Code of Procedure as a fallback provision to fill any *lacuna* that could exist in Law 19,636.[11] Apart from Article 24(1) providing for the right to request "a hearing", Article 19 determines that – absent an express agreement by the parties – the tribunal has the authority to conduct the proceedings as it deems fit. This means that the tribunal would not be bound by Uruguay's general rules of civil procedure. In particular, the tribunal could decide to conduct a virtual hearing or have witnesses testify remotely.

c. Mandatory v. Default Rule and Inherent Powers of the Arbitral Tribunal

5. *To the extent that a right to a physical hearing in arbitration does exist in your jurisdiction, could the parties waive such right (including by adopting institutional rules that allow remote hearings) and can they do so in advance of the dispute?*

Short answer: N/A

As explained, a right to a physical hearing does not exist in Uruguay. Just like Article 24(1) of Law 19,636 allows the parties to agree not to have any hearings at all, they could also expressly agree not to have physical hearings either when the dispute arises (for example, by agreeing to virtual hearings in a procedural order) or in advance, in their arbitration agreement or by reference to arbitration rules allowing virtual hearings pursuant to Articles 2(f)[12] and 19(1)[13] of Law 19,636.

[11] This differs in domestic arbitration. In that case, the parties are free to agree on the rules applicable to the procedure, but if they fail to do so, the tribunal is bound to apply the procedural structure of the "ordinary proceedings" provided in the General Code of Procedure (Article 490 of the General Code of Procedure).

[12] Article 2(f) of Law 19,636 reads: "Where a provision of this Law refers to the fact that the parties have agreed or that they may agree or in any other way refers to an agreement of the parties, such agreement includes any arbitration rules referred to in that agreement" (free translation by the Authors).

[13] Article 19(1) of Law 19,636 reads: "Subject to the provisions of this Law, the parties are free to agree on the procedure to be followed by the arbitral tribunal in conducting the proceedings" (free translation by the Authors).

6. *To the extent that a right to a physical hearing in arbitration is not mandatory or does not exist in your jurisdiction, could the arbitral tribunal decide to hold a remote hearing even if the parties had agreed to a physical hearing? What would be the legal consequences of such an order?*

Short answer: It depends.

As explained before, Article 19 of Law 19,636 provides that the parties control the arbitration's procedural matters if they can agree on them, and only in absence of the parties' agreement the tribunal may conduct the proceedings in the way it considers appropriate.[14] Arbitral tribunals should normally abide by the parties' agreement and hold a physical hearing if both of them requested it, unless the arbitration rules selected by the parties allow them to disregard the parties' agreement, for example, in cases where there is an impossibility to hold physical hearings and a suspension of the proceedings would be counterproductive to the parties' and the tribunals' duty to conduct the arbitration in an expeditious and cost-effective manner, as provided by most international arbitration rules such as the ones adopted by the International Chamber of Commerce ("ICC"),[15] the London Court of International Arbitration ("LCIA"),[16] the International Center for Dispute Resolution ("ICDR"),[17] among others. In that scenario, an arbitral tribunal would have discretion to decide on any potential contradictions between the applicable arbitration rules chosen by the parties and other specific agreements made by them, for example, in the arbitration clause or after commencing the arbitration, and favor efficiency.

The situation could be different if both parties expressly object to the arbitral tribunal's decision to conduct a virtual hearing. If the arbitral tribunal continues with the virtual hearing disregarding both parties' intention, there could be grounds for eventually setting aside the award for not complying with the procedure agreed between the parties

[14] Article 19 of Law 19,636 provides: "(1) Subject to the provisions of this Law, the parties are free to agree on the procedure to be followed by the arbitral tribunal in conducting the proceedings. (2) Failing such agreement, the arbitral tribunal may, subject to the provisions of this Law, conduct the arbitration in such manner as it considers appropriate. The power conferred upon the arbitral tribunal includes the power to determine the admissibility, relevance, materiality and weight of any evidence" (free translation by the Authors).

[15] Article 22 of the 2021 ICC Arbitration Rules provides: "The arbitral tribunal and the parties shall make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute".

[16] Article 14.1(ii) of the 2020 LCIA Arbitration Rules provides: "Under the Arbitration Agreement, the Arbitral Tribunal's general duties at all times during the arbitration shall include: [...] a duty to adopt procedures suitable to the circumstances of the arbitration, avoiding unnecessary delay and expense, so as to provide a fair, efficient and expeditious means for the final resolution of the parties' dispute".

[17] Article 22(2) of the 2021 ICDR Arbitration Rules provides: "The tribunal shall conduct the proceedings with a view to expediting the resolution of the dispute".

under Article 39(2)(a)(iv) of Law 19,636,[18] or not recognizing the award for the same reason under Article V(1)(d) of the New York Convention,[19] and Article 41(1)(a)(iv) of Law 19,363.[20]

d. Setting Aside Proceedings

7. If a party fails to raise a breach of the abovementioned right to a physical hearing during the arbitral proceeding, does that failure prevent that party from using it as a ground for challenging the award in your jurisdiction?

Short answer: Yes.

Article 4 of Law 19,636 provides that if a party continues the arbitration knowing that there was a non-compliance with any non-mandatory provision of the Law or any provision in the arbitration agreement, and does not object to such non-compliance without delay or at the time it was permitted to do so, it is deemed to have waived its right to object.[21]

---

[18] Article 39(2)(a)(iv) of Law 19,636 provides: "An arbitral award may be set aside by the court specified in article 6 only if: [...] the party making the application furnishes proof that: [...]the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of this Law or other law of the Republic from which the parties cannot derogate, or, failing such agreement, was not in accordance with this Law" (free translation by the Authors).

[19] Uruguay ratified the New York Convention through Law 15,229 dated December 11, 1981 and became a member State to the convention on June 28, 1983. Article V(1)(d) of the New York Convention provides that: "Recognition and enforcement of the award may be refused, at the request of the party against whom it is invoked, only if that party furnishes to the competent authority where the recognition and enforcement is sought, proof that: [...] the arbitral procedure was not in accordance with the agreement of the parties, or, failing such agreement, was not in accordance with the law of the country where the arbitration took place".

[20] To the extent that Article 41 of Law 19,636 does not contradict to the New York Convention, both could apply to the recognition of a foreign award. Uruguay did not add a reciprocity requirement when it signed or ratified the New York Convention. Article 41 and the rest of the provisions of Law 19,636 could be applied in case they are more favorable to the recognition of an award, pursuant to Article VII of the New York Convention.

[21] Article 4 of Law 19,636 provides: "A party who knows that any provision of this Law from which the parties may derogate or any requirement under the arbitration agreement has not been complied with and yet proceeds with the arbitration without stating their objection to such non-compliance without undue delay or, if a time-limit is provided therefor, within such period of time, shall be deemed to have waived their right to object" (free translation by the Authors).

Even before the enactment of Law 19,636, Uruguayan courts denied applications for setting aside awards on the grounds that objections to the conduct of the arbitral procedure had not been raised at the first opportunity available during the arbitration.

In one case, the applicant sought to annul the award because the arbitral tribunal had not scheduled a hearing to examine an expert on the content of his expert report and because it had not complied with the parties' agreement to make an audio recording of the hearings, but the court denied such application because the applicant had not raised those objections during the arbitration.[22]

In another case, the court rejected an application to set aside an ICC award on the ground that the tribunal had rejected the applicant's request that they hear the testimony of two witnesses and an expert. The court considered that the claimant waived its right to challenge an award on these grounds because it had not objected to the terms of the arbitrators' procedural order, in which the tribunal had refused summoning those witnesses to the hearing, when the applicant had received it.[23]

8. *To the extent that your jurisdiction recognizes a right to a physical hearing, does a breach thereof constitute* per se *a ground for setting aside (e.g., does it constitute* per se *a violation of public policy or of the due process principle) or must the party prove that such breach has translated into a material violation of the public policy/due process principle, or has otherwise caused actual prejudice?*

Short answer: N/A

Not applicable.

9. *In case a right to a physical hearing in arbitration is not provided for in your jurisdiction, could the failure to conduct a physical hearing by the arbitral tribunal nevertheless constitute a basis for setting aside the award?*

Short answer: Yes.

It could, so long as the party who intends to challenge the award proves that the failure to conduct a physical hearing amounted to a violation of its due process rights, in

[22] See decision DFA-0003-000822/2015 of the Civil Court of Appeals Term 1 dated December 22, 2015. As the parties had their places of business in Uruguay and Argentina, the court was asked to apply the Panama Convention on International Commercial Arbitration of 1975's grounds for setting aside the award.

[23] See decision i74/2011 of the Civil Court of Appeals Term 1. In this case, the court was asked to apply the grounds for setting aside international commercial awards provided in the UNCITRAL Model Law, deeming it applicable as "principles of international law" (before the Model Law was adopted by Law 19,636 in 2018).

particular by showing that it was unable to present its case,[24] or was not afforded equal treatment.[25]

When addressing applications to set aside awards, Uruguayan courts have held that due process comprises: (i) the right of each party to present their case before the tribunal; (ii) the right of each party to rebut their counterparty's arguments, which includes the right to receive the arguments and evidence produced by the counterparty and be given an opportunity to respond; and (iii) the tribunal's obligation to grant this opportunity and the respect to the parties' agreement.[26]

Regarding the application of these standards to virtual hearings, a party could argue that it was not afforded equal treatment or an opportunity to present its case if it proves, for instance, that a virtual hearing deprived it of full access to simultaneous image and audio due to a poor internet connection in the country where the party was situated, the applicant was prejudiced due to having to attend the hearing at night due to very different time zones between this party and the rest of the participants of the hearing, or the party could not object to questions to witnesses due to technical problems, among other examples.

However, the absence of a physical hearing *per se* would not constitute grounds for setting aside the award.

e. Recognition/Enforcement

10. Would a breach of a right to a physical hearing (irrespective of whether the breach is assessed pursuant to the law of your jurisdiction or otherwise) constitute in your jurisdiction a ground for refusing recognition and

[24] Article 39(2)(a)(ii) of Law 19,636 states: "An arbitral award may be set aside by the court specified in article 6 only if: [...] the party making the application furnishes proof that: [...] the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case" (free translation by the Authors).

[25] Article 18 of Law 19,636 provides: "The parties shall be treated with equality and each party shall be given a full opportunity of presenting their case" (free translation by the Authors).

[26] The Civil Court of Appeals Term 7 held: "In terms of international public policy, through the right of due process it is sought that each party's presentation be submitted to the arbitrators and that the latter's action be effective and lawful respecting the principles of 'audiatur et altera pars' (the arbitrators cannot resolve the dispute without having previously given to the parties the opportunity of submitting their arguments) and of contradiction (that the evidence and arguments submitted by each party be communicated to the counterparty in order to enable the possibility of rebutting the arguments and evidence submitted), being the arbitrators bound to the limits of the arbitration agreement", decision 106/2007 of the Civil Court of Appeals Term 7 dated May 16, 2017 (free translation by the Authors). See also decision i74/2011 of the Civil Court of Appeals Term 1 dated February 23, 2011.

enforcement of a foreign award under Articles V(1)(b) (right of the party to present its case), V(1)(d) (irregularity in the procedure) and/or V(2)(b) (violation of public policy of the country where enforcement is sought) of the New York Convention?

Short answer: In principle, no.

There are no precedents in Uruguay in which a court was asked to deny recognition of an award because the tribunal had failed to conduct a physical hearing. However, the way Uruguayan courts have interpreted Articles V(1)(b), V(1)(d) and V(2)(b) of the New York Convention in other procedural matters indicate that the mere fact of not having a physical hearing would not *per se* constitute a ground for not recognizing the award.[27]

If there is a situation in which the mandatory rules of the *lex arbitri* of the seat of the arbitration provide for the right to a physical hearing or the parties had agreed to a physical hearing and the tribunal departed from that agreement, a Uruguayan court would probably assess that rule and could refuse to recognize the award based on Article V(1)(d) of the New York Convention. Although there are no precedents in which the Supreme Court – the only court with jurisdiction in Uruguay to hear actions on the recognition of foreign awards[28] – analyzed the *lex arbitri* of the seat of the arbitration to assess whether it recognized an award or not, in at least one case a Civil Court of Appeals hearing an application to set aside an award noted *in dicta* that when recognizing a foreign award, due process should be assessed first considering the parties' agreement and, when not expressly agreed, the law of the seat.[29]

However, based on Articles V(1)(b) and V(2)(b), it would not be sufficient to show that a physical hearing was not conducted to deny recognition of an award. In those cases, the party opposing recognition should prove that the absence of a physical hearing effectively impaired its right to present its case (for example, due to the circumstances described in sub-paragraph d.9 above).

---

[27] See decision 503/2013 of the Supreme Court of Justice dated October 30, 2013; decision 791/2012 of the Supreme Court of Justice dated September 7, 2012; and decision 2/2004 of the Supreme Court of Justice dated February 18, 2004.

[28] See Articles 541 and 543 of the General Code of Procedure.

[29] See decision i74/2011 of the Civil Court of Appeals Term 1 dated February 23, 2011, where the court held: "The requirements of due process appear as central between the conditions of validity and enforcement of an award pursuant to the aforementioned applicable rules: the Panama Convention on International Commercial Arbitration (1975) Article 5 and the New York Convention (1958) Article V. Indeed, it allows to deny recognition of an arbitral award when the arbitral proceeding did not comply with the agreement between the parties or with the law of the State where the arbitration was conducted (Article 5.1.d), when one party has not been notified of the designation of the arbitral tribunal or of the proceeding, or has not been able, for any reason, to present its case (article 5.1.b), or when the award refers to a dispute not included in the arbitration agreement (article 5.1.c)" (free translation by the Authors).

In particular, when it relates to foreign procedures, Uruguayan courts have a very narrow interpretation of "due process",[30] and "public policy" grounds.

First, due process is recognized in very broad terms as the opportunity for the parties to appear in the proceedings, submit arguments and produce evidence.[31] Accordingly, Uruguay's Supreme Court of Justice has even recognized awards rendered in proceedings where one of the parties was served notice but did not appear in the arbitration, finding that the tribunal respected due process.[32]

Second, public policy is interpreted to only include manifest violations of fundamental principles in which Uruguay bases its legal individuality.[33] In some cases, the Supreme Court has identified three public policy principles that foreign awards should respect: (i) the dispute shall be arbitrable (i.e., refer to a right that can be waived or settled); (ii) the award shall only decide matters disputed by the parties; and (iii) the award shall be reasoned.[34] Apart from these, the Supreme Court has not considered procedural matters (similar to conducting a physical or an oral hearing) as international public policy principles under Uruguayan law.

f. COVID-Specific Initiatives

11. To the extent not otherwise addressed above, how has your jurisdiction addressed the challenges presented to holding physical hearings during the COVID pandemic? Are there any interesting initiatives or innovations in the legal order that stand out?

---

[30] In one case concerning the recognition and enforcement of a foreign judgment, the Supreme Court ruled that the "due process" requirement was satisfied even when the time-limit granted to the defendant to submit its reply was "short" and it was required to make an advance on costs before replying, since those rules were in accordance with the procedural law of the place of the proceeding (see decision 242/2013 of the Supreme Court of Justice dated April 24, 2013).

[31] See, e.g., decision 41/2004 of the Supreme Court of Justice dated February 18, 2004.

[32] See decision 503/2013 of the Supreme Court of Justice dated October 30, 2013.

[33] Uruguay has adopted this narrow interpretation of public policy since 1979 in its declaration made when signing the Inter-American Convention on General Rules of Private International Law and is also reflected in its Private International Law Act in Article 5 of Law 19,920.

[34] See decision 503/2013 of the Supreme Court of Justice dated October 30, 2013; decision 791/2012 of the Supreme Court of Justice dated September 7, 2012; and decision 2/2004 of the Supreme Court of Justice dated February 18, 2004. For example, in its most recent decision 503/2013, the Supreme Court held: "There is no infringement to the international public policy either. The 'object' of the proceeding is obviously 'arbitrable' (companies' commercial interests), the award ruled on issues in dispute and it is duly reasoned, therefore it is appropriate to grant the enforcement application requested" (free translation by the Authors).

Short answer: N/A

Actions by arbitral institutions in Uruguay. The Conciliation and Arbitration Centre, International Court of Arbitration for Mercosur of Uruguay's Chamber of Commerce ("CCA"), Uruguay's main arbitral institution, remained closed between March 17 and May 18, 2020, thus suspending all hearings scheduled for those dates.

After May 18, the CCA returned to normal activities, encouraging parties and arbitral tribunals to receive electronic submissions and conduct virtual hearings due to the outbreak of Covid-19 in Uruguay.[35] The CCA has acquired new technologies and has been able to provide virtual hearing services successfully since then.

Virtual litigation. During the first months of the pandemic (March to May 2020), Uruguayan courts remained closed for most matters (in particular, civil and commercial disputes). At the time, Uruguay's Bar Association drafted and presented a bill to the parliament with extensive provisions to regulate virtual proceedings, which included the possibility of having a digital record and virtual hearings. However, once the courts resumed their normal work on May 20, 2020, the parliament lost interest in the bill and has not approved it yet.

As Covid-19 infections rose in the early months of 2021, new initiatives have been considered. Uruguayan courts have again decided to suspend the proceedings for most matters (including, civil and commercial litigation) between March 24 and April 30, 2021, and it is expected, at the time this report is drafted, that such suspension may be extended if the sanitary situation does not change. However, the Supreme Court has implemented a new tool enabling the registration of complaints electronically for purposes of designating which specific court will hear a case organized in "terms". At the moment, this does not mean that case files will be entirely electronic, as the complaint and its exhibits still need to be filed in hard copy before the designated court, but it is the start of a possible implementation of electronic proceedings in local litigation in the near future.

[35] See CCA, "Centro de Conciliación y Arbitraje: Experiencia y la Nueva Normalidad" (18 May 2020) at <https://www.cncs.com.uy/noticia/centro-de-conciliacion-y-arbitraje-experiencia-y-la-nueva-normalidad/> (last accessed 27 April 2021).