

Praktické shrnutí k hromadným žalobám v angličtině

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Zástupci našeho litigačního týmu ve spolupráci s Global Legal Group publikovali článek v angličtině, který shrnuje hlavní pilíře hromadného řízení a odpovídá na základní otázky hromadných žalob v České republice.

Článek je v plné verzi dostupný zde: [Class and Group Actions Laws and Regulations Report 2026 Czech Republic](#)

Článek se věnuje všem oblastem hromadného řízení, od druhů hromadných řízení, přes základní procesní otázky až po možnosti financování hromadných žalob. Obsahem článku:

1. Druhy hromadných žalob
2. Subjekty oprávněné podat hromadnou žalobu
3. Procesní otázky hromadného řízení
4. Časové limity
5. Nároky v hromadném řízení
6. Náklady řízení
7. Financování
8. Jiné mechanismy hromadného řízení

Ochutnávku dvou úvodních kapitol Vám nabízíme níže.

1.1 Do you have a specific procedure or set of rules for bringing, handling, and/or legally resolving a series or group of related claims? If so, please outline this.

Yes. New legislation entered into force on 1 July 2024, transposing European Directive No. 2020/1828 of 25 November 2020. Under this legislation, consumers and microenterprises, i.e. enterprises employing fewer than 10 people with a balance sheet total below CZK 50 million (jointly “Consumers”), are granted the right to bring direct claims for financial compensation against traders (as defined by the aforementioned EU Directive). In the Czech Republic, two types of class actions are available for pursuing collective claims.

These are **class** actions and **collective** actions. Both types of actions have elements in common in terms of the entities entitled to bring a claim: only an accredited consumer organisation may file a class or collective action; both allow for the collective pursuit of claims and concern relations between traders and Consumers. The two types of actions can even be combined. However, they differ significantly in terms of the procedure, the types of claims that can be pursued, and the binding nature of their judgments.

Class actions are governed by Act No. 179/2024 on Civil Class Proceedings (“CCP”) (an unofficial translation of which can be found here: English language version of the Czech Act on Class Actions – HAVEL & PARTNERS):

- A class action requires **at least 10 Consumers** to sign up (opt in).
- A class action can be used to pursue **a wide range of claims**. These include claims for damages, the restitution of unjust enrichment, reductions of the purchase price, product

repairs, injunctions against unlawful conduct, or even simply a declaratory judgment establishing whether a violation has occurred.

- A judgment issued in class proceedings is binding **solely upon the Consumers who have opted in** to the proceedings and constitutes *res judicata* to them.

Collective actions (more precisely, actions for the protection of consumers' collective interests) are governed by Sections 181 et seq. of the Act No. 99/1963, the Civil Procedure Code ("**CPC**"):

- A collective action operates under an "all-in" principle, meaning it requires neither opting in nor opting out. The plaintiff (a consumer organization) only needs to generally define the scope of the unlawful conduct, for example, that the defendant (a trader) is unlawfully charging fees under a specific contract.
- The judgment in collective proceedings is binding on the defendant as well as **on all Consumers** who may benefit from it, i.e. on all **Consumers falling within the scope of the unlawful conduct** as defined in the collective action.
- Collective actions may only be brought for **two types of claims**: (i) an order to cease unlawful conduct or (ii) a declaratory judgment establishing that the defendant has breached a statutory duty.

We consider collective actions to be of limited value in practice. In the questions below, we focus **primarily on class actions, commenting on collective actions only where appropriate.**

1.2 Do these rules apply to all areas of law or to certain sectors only, e.g., competition law, security/financial services? Please outline any rules relating to specific areas of law.

Class actions can be used in all relationships where one party is an entrepreneur and the other are Customers. This does not mean that it is confined exclusively to consumer relationships in the narrow sense. The material scope of the CCP is broader, encompassing all situations where one party to the dispute is a trader and the other is a Consumer.

- Accordingly, the CCP applies not only to contractual relationships but also covers to tortious and quasi-tortious relationships, where, for example, the trader causes damage to the Consumer by their conduct or is unjustly enriched at Consumers' expense.
- Conversely, relationships falling outside the trader-Consumers framework are excluded from the scope of the CCP; for example, the CCP does **not apply** to employment relationships.

The CPC applies to all civil proceedings initiated for the protection of collective interests of Consumers, whether through an action on the merits or an application for injunctive relief. Such proceedings may be brought by a legal entity designated for this purpose by a Member State of the European Union or another state that is a contracting party to the Agreement on the European Economic Area, seeking (i) an order to refrain from unlawful conduct or (ii) a declaratory judgment as to whether the defendant has breached a legal obligation by its conduct.

zde: Class and Group Actions Laws and Regulations Report 2026 Czech Republic

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