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**Abstract:**

The article concentrates on amendment of an arrangement. Pursuant to Art. 173 section 1 of the Polish Restructuring Law, if, after the approval of the arrangement, there has been a permanent increase or decrease in the income from the debtor's enterprise, the persons indicated in this provision may apply for a change to the arrangement. Similarly, a change to the arrangement may be requested if the debtor's own management has not been taken away from the debtor for the duration of the arrangement and the circumstances specified in Art. 173 section 2 of the Polish Restructuring Law arise. The article defends the position that the provisions regulating the procedure for amending the arrangement should be completely repealed. Instead, the currently unacceptable restructuring of receivables covered by the previous arrangement should be allowed in subsequent restructuring proceedings. It would be conducted in order to conclude a new arrangement between, in principle, all current creditors of a given debtor (and therefore also creditors from the previous arrangement, as long as their receivables remain unsatisfied, taking into account their shape resulting from the restructuring in that previous arrangement). It then remains to be considered whether, for the purposes of the creditor's participation in subsequent restructuring proceedings and for the assessment of the effects of the subsequent arrangement on the receivables, the restructuring of the receivables carried out in the previous arrangement should be omitted. The article argues against such an omission. Therefore, the existing receivable with the content resulting from the restructuring of this receivable in the previous arrangement should be *de lege ferenda* restructured in the next arrangement. Consequently, in order to maintain the consistency of the provisions, also in the event of the expiry or repeal of the arrangement (which, by its nature, must lead to the recovery of the restructured receivables in the repealed or extinguished arrangement of their original form), creditors should be entitled to participate in new bankruptcy proceedings with these

receivables, or in new restructuring proceedings only in the amount corresponding to what remained to be performed under the arrangement that was repealed or expired.