



Arbitration Guide  
IBA Arbitration Committee

# GREECE

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## I. Background

**(i) How prevalent is the use of arbitration in your jurisdiction? What are seen as the principal advantages and disadvantages of arbitration?**

Arbitration is definitely not the prevalent mode of dispute resolution in Greece, the majority of disputes being resolved through regular court proceedings. That being said, particularly with respect to international contracts, arbitration is an increasing in frequency dispute resolution mechanism. It is noteworthy that the Greek State often agrees to international arbitration as a dispute resolution mechanism, especially in matters involving public works. This trend is explained by the following as principal advantages:

- expediency in dispute resolution in contrast to the long delays of Greek judicial proceedings, which can be even longer when appeals from lower court judgments are formed;
- a significant degree of flexibility for the parties regarding procedural issues, in contrast to the rigidity of regular court proceedings;
- confidentiality, an advantage that is of particular importance when the dispute may reveal important business or trade secrets;
- a 'neutral' forum, when the parties in dispute are not of the same nationality.

The most important disadvantage of arbitration in Greece appears to be the higher cost of the proceedings when compared to regular court proceedings. The main disadvantages consist of the high costs and the tendency of lawyers representing the parties to treat arbitrations like judicial proceedings.

**(ii) Is most arbitration institutional or ad hoc? Domestic or international? Which institutions and/or rules are most commonly used?**

Most arbitrations are international (rather than domestic), and among those, most are institutional rather than *ad hoc*. Among the most commonly referred to institutions and rules are the International Chamber of Commerce (ICC) and the London Court of International Arbitration (LCIA).

**(iii) What types of disputes are typically arbitrated?**

A wide array of disputes are arbitrable under Greek law (indicatively, from commercial to contract, tort, shipping and tax law disputes, but excluding family law, consumer-related matters, some labour law matters and criminal law matters). The disputes that are more commonly submitted to arbitration are commercial, construction, contract and shipping law disputes.

**(iv) How long do arbitral proceedings usually last in your country?**

Arbitral proceedings vary greatly depending upon a number of factors, including the complexity of the matter, the number of arbitrators and parties etc. On average, arbitral proceedings last from 1 to 2 years.

**(v) Are there any restrictions on whether foreign nationals can act as counsel or arbitrators in arbitrations in your jurisdiction?**

There are restrictions on foreign nationals acting as counsel in court proceedings (ie only lawyers from EU members states may appear before a Greek court and only together with an attorney who has the right to practice law in the district of that court); it is doubtful whether such restrictions also apply to arbitral proceedings.

## **II. Arbitration Laws**

**(i) What law governs arbitration proceedings with their seat in your jurisdiction? Is the law the same for domestic and international arbitrations? Is the national arbitration law based on the UNCITRAL Model Law?**

Domestic arbitration is governed by Chapter 7 of the Greek Code of Civil Procedure (GCCP). International arbitration is primarily governed by Law 2735/1999, which is based on the UNCITRAL Model Law (though there are some departures from such basis).

**(ii) Is there a distinction in your arbitration law between domestic and international arbitration? If so, what are the main differences?**

Yes, under Greek law there is a distinction between domestic and international arbitration, and, as indicated above, the two regimes are governed by different provisions of law.

Under Law 2735/1999, an arbitration is ‘international’ if (i) the parties to the arbitration agreement have, at the time of the conclusion of that agreement, their places of business in different states; or (ii) one of the following places is situated outside the state in which the parties have their places of business: the place of arbitration (if determined in or pursuant to the arbitration agreement) or any place where a substantial part of the obligations of the commercial relationship is to be performed or the place with which the subject-matter of the dispute is most closely connected; or (iii) the parties expressly agreed that the subject matter of the arbitration agreement relates to more than one country.

There are differences between the legal regimes of domestic and international arbitration. Indicatively, one such difference is that in domestic arbitration, the

arbitral tribunal cannot order interim measures, as opposed to international arbitration. Another such difference is that in international arbitration the only challenge that can be brought to an award is a setting aside application, whereas in domestic arbitration, in addition, a request can also be filed for a court to declare the inexistence of an arbitral award (arguing that there was no arbitration agreement, or that the dispute was not arbitrable, or that the decision was issued in proceedings set forth against an inexistent person or legal entity).

**(iii) What international treaties relating to arbitration have been adopted (eg New York Convention, Geneva Convention, Washington Convention, Panama Convention)?**

Greece has adopted the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (Legislative Decree 4229/1961), the 1923 Geneva Protocol on Arbitration Clauses, the 1927 Geneva Convention on the Execution of Foreign Arbitral Awards, the 1966 Convention on the Settlement of Investment Disputes (Mandatory Law 608/1968), numerous Bilateral Investment Treaties and Multilateral Investment Treaties, such as the 1994 Agreement Establishing the World Trade Organisation and the 1994 Energy Charter Treaty.

**(iv) Is there any rule in your domestic arbitration law that provides the arbitral tribunal with guidance as to which substantive law to apply to the merits of the dispute?**

- In international arbitration, the substantive law to be applied to the merits of the dispute is determined by Article 28 of Law 2735/1999. In particular, this article provides that the arbitral tribunal applies the rules of substantive law chosen by the parties. Unless expressly agreed otherwise, the designation of the law or the legal system of a given state is deemed as directly referring to the substantive law of that state and not to its conflict of law rules, as per Article 28.1. The possibility thus of a '*renvoi*' is excluded. Article 28 also allows the parties to choose that the arbitrators decide the dispute as '*amiables compositeurs*', provided that such choice of the parties is express.

In the absence of a choice by the parties of the applicable law, the arbitral tribunal applies the substantive law determined by the conflict of laws rule that it considers most appropriate in the particular case (Article 28.2). Therefore, the arbitrators cannot directly choose a substantive law rule, a position that distances Greek law from other legal systems and from the international tendency allowing arbitrators to 'directly' designate the applicable law.

The sole limit to the freedom of the parties and arbitrators to designate the law governing the merits of the dispute is Greek international public policy. Other mandatory provisions of Greek law or '*lois de police*' do not in principle limit

such freedom, unless of course such provisions are deemed part of the Greek international public policy.

- In domestic arbitration, the substantive law to be applied to the merits of the dispute is determined by Article 890 of the Greek Code of Civil Procedure. In principle, the dispute is resolved in accordance with the law chosen by the parties (and such law may of course be foreign or the *lex mercatoria*). The parties can also choose that the arbitrators rule *ex aequo et bono*. It is, however, explicitly provided that, whatever the choice of the parties, they may not exclude the application of mandatory provisions of Greek law or '*lois de police*'.

### III. Arbitration Agreements

- (i) **Are there any legal requirements relating to the form and content of an arbitration agreement? What provisions are required for an arbitration agreement to be binding and enforceable? Are there additional recommended provisions?**

The legal requirements for a valid and enforceable arbitration agreement are: a) the legal capacity of the parties to enter into such an agreement (Article 127 *et seq* of the Greek Code of Civil Procedure); b) the arbitrability of the categories of disputes covered by the arbitration agreement (Article 867 of the Greek Code of Civil Procedure), and c) the written form of the agreement in a way that depicts the parties' will to submit their future disputes deriving from a specific legal relationship to arbitration (Article 868 of the Greek Code of Civil Procedure, Article 7.3 of Law 2735/1999). However, the lack of a written form is cured if both parties participate in the arbitration without any reservations (Article 869.1 of the Greek Code of Civil Procedure, Article 7.7 of Law 2735/1999).

It is always advisable to include provisions regarding the number of arbitrators, the seat and the language of the arbitration.

- (ii) **What is the approach of courts towards the enforcement of agreements to arbitrate? Are there particular circumstances when an arbitration agreement will not be enforced?**

As long as the requirements for the validity of the arbitration agreement are met, the agreement should be enforced. According to decision 1219/2014 of the Greek Supreme Court, the arbitration agreement can be valid even if it is considerably broad, as long as it depicts the basic legal relationship from which the disputes subjected to arbitration may arise.

- (iii) **Are multi-tier clauses (eg arbitration clauses that require negotiation, mediation and/or adjudication as steps before an arbitration can be commenced) common? Are they enforceable? If so, what are the consequences of commencing an arbitration in disregard of such a provision? Lack of jurisdiction? Non-arbitrability? Other?**

Multi-tier clauses do occasionally appear, though they are not that common, and they are enforceable. Although we are not aware of any public matters in which an arbitration commenced in Greece in disregard of such a multi-tier clause, it is presumed that in such a case the arbitral tribunal would deem that it does not have jurisdiction (yet) to rule on the dispute, provided the clause is clear enough as to the will of the parties.

- (iv) **What are the requirements for a valid multi-party arbitration agreement?**

It is necessary for all parties to have signed the arbitration agreement that allows for a multi-party arbitration. There are no specific provisions in Greek law in this respect. It is evident that the agreement must provide – directly or through institutional rules – for the constitution of the arbitral tribunal.

- (v) **Is an agreement conferring on one of the parties a unilateral right to arbitrate enforceable?**

No, it is not.

- (vi) **May arbitration agreements bind non-signatories? If so, under what circumstances?**

Under Greek law, the exceptional situations in which an arbitration agreement may be extended to third parties are the following:

- When the third party is a holder of a legal position that in substance is legally identical to that of a party to the agreement, eg an arbitration agreement signed by a general partnership extends to its general partner.
- When a third party holds a legal position that, though legally independent from that of the party to the arbitration agreement, in substance can equate to it under certain circumstances, eg in a situation where the third party is a person shielded by the corporate veil of an entity having signed an arbitration agreement, and the conditions for piercing the veil of the signatory entity are met, then the third party could be found bound by the arbitration agreement signed by the entity.
- When the third party constitutes a universal or specific successor of the party to an arbitration agreement.

#### IV. Arbitrability and Jurisdiction

- (i) **Are there types of disputes that may not be arbitrated? Who decides – courts or arbitrators – whether a matter is capable of being submitted to arbitration? Is the lack of arbitrability a matter of jurisdiction or admissibility?**

Both private and certain public law disputes can be submitted to arbitration, provided that the parties have the power to freely dispose of the subject matter in question (Article 867 of the Greek Code of Civil Procedure). The following categories of matters are not arbitrable:

- Family law matters (eg divorce, adoption, relations between spouses etc)
- Matters regarding the protection of personality
- Consumer-related matters
- Labour law matters, except for commercial disputes between professionals or craftsmen or between them and their clients.
- Matters that can only be submitted before specific state authorities (eg issues regarding the acceptance of trademark applications); however, any private law disputes deriving from such non-arbitrable matters (eg claims for damages) can be submitted to arbitration.

The arbitrators decide on the matter, by virtue of the *compétence-compétence* principle.

Since the lack of arbitrability of the dispute essentially deprives the arbitral tribunals of their jurisdiction, the prevailing opinion in Greece is that the issue of arbitrability is a matter of jurisdiction rather than admissibility.

- (ii) **What is the procedure for disputes over jurisdiction if court proceedings are initiated despite an arbitration agreement? Do local laws provide time limits for making jurisdictional objections? Do parties waive their right to arbitrate by participating in court proceedings?**

If court proceedings are initiated despite the existence of an arbitration agreement, then the jurisdictional objection pertaining to the existence of the arbitration agreement has to be set forth by the concerned party at the very first hearing of the first instance court (*in limine litis*) prior to any response of the party on the substance of the claim; otherwise, such objection is inadmissible. After this time, the participation in court proceedings is considered a tacit waiver by the parties of the arbitration agreement.

- (iii) **Can arbitrators decide on their own jurisdiction? Is the principle of competence-competence applicable in your jurisdiction? If yes, what is the nature and intrusiveness of the control (if any) exercised by courts on the tribunal's jurisdiction?**

Article 16.1 of Law 2735/1999 (on international arbitration) and Article 887.2 of the Greek Code of Civil Procedure (on domestic arbitration) firmly establish the principle of *compétence-compétence*, allowing arbitrators to rule on their own jurisdiction. In accordance with Article 16.2, the deadline for submission of objections to the jurisdiction of the tribunal – after the passage of which the parties can no longer contest the jurisdiction of the tribunal – is the submission of the answer to the request for arbitration, while potential pleas that the tribunal is exceeding the scope of its authority have to be submitted as soon as the matter alleged to exceed the scope of the tribunal's authority occurs during the proceedings.

If court proceedings are commenced in breach of an arbitration agreement, the court is obliged to refer the matter to the arbitral tribunal, provided that a) the interested party invokes the existence of the arbitration agreement at the very first hearing of the case, prior to any response of the party on the substance of the claim, and b) the court does not find the arbitration agreement to be null and void, inoperative or incapable of being performed.

## V. Selection of Arbitrators

- (i) **How are arbitrators selected? Do courts play a role?**

Arbitrators are in principle selected by the parties. The courts will only interfere if the parties do not abide by the appointment agreement or the party-appointed arbitrators cannot reach agreement on the presiding arbitrator or the chosen or stipulated method for selecting an arbitrator fails for whatever reason.

- (ii) **What are the requirements in your jurisdiction as to disclosure of conflicts? Do courts play a role in challenges and what is the procedure?**

Arbitrators are encumbered with the obligation to disclose any element that may give rise to justifiable doubts as to his/her impartiality or independence at any time during the proceedings (Article 12.1 of Law 2735/1999).

In international arbitration (Article 13 of Law 2735/1999) subject to any different agreement of the parties, any challenge of an arbitrator is first submitted to the arbitral tribunal, and only if it is rejected or if the arbitral tribunal does not rule on it within 30 days from receipt of the challenge may the competent first instance court be seized to rule on the challenge. An application to the first instance court

must be filed within 30 days from the date on which the interested party was informed of the arbitral tribunal's rejection of the challenge or after 30 days from receipt of the challenge by the arbitral tribunal have elapsed with no decision by the arbitral tribunal. The court's decision on the challenge is final.

In domestic arbitration, challenges to arbitrators are directly submitted to the competent first instance court. Here too the court's decision on the challenge is final.

**(iii) Are there limitations on who may serve as an arbitrator? Do arbitrators have ethical duties? If so, what is their source and generally what are they?**

In international arbitration, the only limitations on who may serve as an arbitrator are the qualifications of independence and impartiality as well as any further qualifications that may be set by the parties.

In domestic arbitration, the law sets forth that persons deprived of – or with limited capacity – to enter into transactions, persons deprived of their political rights and legal entities cannot be appointed as arbitrators (Article 871 of the GCCP). The law also sets forth particular conditions for judges serving as arbitrators.

**(iv) Are there specific rules or codes of conduct concerning conflicts of interest for arbitrators? Are the IBA Guidelines on Conflicts of Interest in International Arbitration followed?**

Aside for the requirements of independence and impartiality (generally stated in the law on international arbitration, (Article 11 of Law 2735/1999) and set forth in more detail in the law on domestic arbitration (Articles 883.2 and 52.1 of the GCCP)), there are no further rules or codes of conduct concerning conflicts of interest for arbitrators.

In international arbitration, it is quite common for the IBA Guidelines on Conflicts of Interest to serve as a guide as to the impartiality and independence of the arbitrators.

## **VI. Interim Measures**

**(i) Can arbitrators issue interim measures or other forms of preliminary relief? What types of interim measures can arbitrators issue? Is there a requirement as to the form of the tribunal's decision (order or award)? Are interim measures issued by arbitrators enforceable in courts?**

In domestic arbitration, arbitrators are not allowed to award interim relief or other equivalent forms of provisional measures. Only the state courts are allowed to

order such measures (Article 685 and 889 of the GCCP). In international arbitration, state courts and arbitral tribunals have concurrent jurisdiction to order interim measures (without specification as to the form of the decision). Only state courts can enforce them (Article 17 of Law 2735/1999).

- (ii) **Will courts grant provisional relief in support of arbitrations? If so, under what circumstances? May such measures be ordered after the constitution of the arbitral tribunal? Will any court ordered provisional relief remain in force following the constitution of the arbitral tribunal?**

As already stated above, in domestic arbitration only state courts have jurisdiction to order provisional relief while in international arbitration they have concurrent jurisdiction with the arbitral tribunals. They may order provisional relief before or after the constitution of the arbitral tribunal.

When provisional measures are ordered by the courts, then the two main conditions that have to be met are (i) an urgent case or an imminent danger, and (ii) the existence of an underlying substantive right requiring provisional protection (Article 688 of the GCCP), both conditions to be simply shown as probable (Article 690 of the GCCP). Such provisional measures may be ordered at any time of the arbitral proceedings.

- (iii) **To what extent may courts grant evidentiary assistance in support of the arbitration? Do such measures require the tribunal's consent if the latter is in place?**

Courts may grant evidentiary assistance in support of the arbitration, (i) in the case of international arbitration, if so requested by the tribunal or one party (with the approval of the tribunal) (Article 27 of Law 2735/1999) and (ii) in the case of domestic arbitration, if so requested by the tribunal (Article 888.3 of the GCCP).

## **VII. Disclosure/Discovery**

- (i) **What is the general approach to disclosure or discovery in arbitration? What types of disclosure/discovery are typically permitted?**

Under Greek law in general, discovery is limited. Parties are required to submit their own evidence, and requests for document disclosure are only allowed under limited circumstances.

Parties may however choose to reach an agreement regarding document disclosure or adopt for instance the IBA Rules on the Taking of Evidence in International Arbitration, providing for specific rules on discovery.

- (ii) **What, if any, limits are there on the permissible scope of disclosure or discovery?**

Limits to the permissible scope of disclosure result from issues of privilege.

- (iii) **Are there special rules for handling electronically stored information?**

There are no significant rules for handling electronically stored information.

## **VIII. Confidentiality**

- (i) **Are arbitrations confidential? What are the rules regarding confidentiality?**

There is no provision in Greek law regarding the confidentiality of arbitration. The prevailing opinion in Greek law is that arbitrations are deemed confidential. In any event, the parties may freely agree on, or exclude, confidentiality of the arbitration proceedings.

- (ii) **Are there any provisions in your arbitration law as to the arbitral tribunal's power to protect trade secrets and confidential information?**

No, there are no special provisions in Greek arbitration law as to the arbitral tribunal's power to protect trade secrets and confidential information.

- (iii) **Are there any provisions in your arbitration law as to rules of privilege?**

There are no relevant provisions in Greek arbitration law, but the rules of legal privilege regarding Greek litigation are applied by analogy when Greek law is the applicable procedural law to the arbitration. In particular, Article 400 of the GCCP provides that lawyers may be excluded from testifying on confidential facts that came to their knowledge during the exercise of their profession.

## **IX. Evidence and Hearings**

- (i) **Is it common that parties and arbitral tribunals adopt the IBA Rules on the Taking of Evidence in International Arbitration to govern arbitration proceedings? If so, are the Rules generally adopted as such or does the tribunal retain discretion to depart from them?**

Occasionally, the IBA Rules on the Taking of Evidence in International Arbitration are mentioned in the Terms of Reference signed by the tribunal and the parties either as applicable rules or as a guidance mechanism for the arbitrators.

- (ii) **Are there any limits to arbitral tribunals' discretion to govern the hearings?**

The only essential limitation to the arbitral tribunal's discretion to govern the hearings may be an agreement of the parties to that effect.

- (iii) **How is witness testimony presented? Is the use of witness statements with cross-examination common? Are oral direct examinations common? Do arbitrators question witnesses?**

It is for the parties (via the arbitration agreement), the parties and the arbitral tribunal jointly (eg via the Terms of Reference) or the arbitral tribunal alone (in the absence of an agreement of the parties) to determine the applicable rules relating to witness testimony. Cross-examination is common in Greece, whereas direct examination of witnesses is more and more limited. Arbitrators do generally question witnesses.

- (iv) **Are there any rules on who can or cannot appear as a witness? Are there any mandatory rules on oath or affirmation?**

No there are no rules on who can or cannot appear as a witness. Under the Greek Code of Civil Procedure, certain categories of people may not appear as witnesses (eg members of the clergy, lawyers, doctors, with regard to facts confided to them or ascertained during the exercise of their profession to which their duty of professional confidentiality applies). No mandatory rules on oath or affirmation exist.

- (v) **Are there any differences between the testimony of a witness specially connected with one of the parties (eg legal representative) and the testimony of unrelated witnesses?**

No. As per Article 19.2 of Law 2735/1999, the tribunal decides on the weight of the evidence adduced before it.

- (vi) **How is expert testimony presented? Are there any formal requirements regarding independence and/or impartiality of expert witnesses?**

As per Article 26 of Law 2735/1999, expert witnesses present their reports either orally or in writing. Following such presentation, the expert witnesses may, upon request by one of the parties or of the arbitral tribunal, testify at the hearing and be subject to examination.

With respect to any formal requirements regarding independence and/or impartiality, there are no specific provisions in Greek arbitration law. Article 52 of the GCCP (exclusion of judges) by reference of Article 376 of GCCP (exclusion of experts) may however apply, which provides for exclusion in different situations of *appearance* of bias.

- (vii) **Is it common that arbitral tribunals appoint experts beside those that may have been appointed by the parties? How is the evidence provided by the expert appointed by the arbitral tribunal considered in comparison with the evidence provided by party-appointed experts? Are there any requirements in your jurisdiction that experts be selected from a particular list?**

Unless the parties have agreed otherwise, the arbitral tribunal is entitled to appoint one or more experts (Article 26.1 of Law 2735/1999). There is no difference between the evidence provided by an expert appointed by the arbitral tribunal and an expert appointed by the parties; it is the tribunal that will determine the weight of each evidence adduced. It is not that common for arbitral tribunals to appoint experts beside the one / those appointed by the parties.

- (viii) **Is witness conferencing ('hot-tubbing') used? If so, how is it typically handled?**

Witness conferencing is occasionally used in arbitrations taking place under Greek law, but there are no specific provisions on this matter.

- (ix) **Are there any rules or requirements in your jurisdiction as to the use of arbitral secretaries? Is the use of arbitral secretaries common?**

There are extremely limited references to arbitral secretaries, such as in Article 882.3 of the Greek Code of Civil Procedure, regarding domestic arbitration and providing for their remuneration. Arbitral secretaries are often used by arbitrators.

## **X. Awards**

- (i) **Are there formal requirements for an award to be valid? Are there any limitations on the types of permissible relief?**

In domestic arbitration, Article 892 of the Greek Code of Civil Procedure provides that the arbitral award has to be in writing and signed *manu propria* by the arbitrators. In the event that one of the arbitrators refuses or is unavailable to sign, such fact has to be confirmed in the award as well as the fact that the arbitrator in question participated in the arbitral proceedings and in the deliberations. In addition, the award must state:

- The full names of the arbitrators;
- The date and place of issuance of the award;
- The full names of those who participated in the arbitral proceedings;
- The arbitration agreement on which the award was based;

- The reasoning of the award;
- The dispositive part.

The arbitration agreement may stipulate that the award need only refer to the arbitration agreement and the dispositive part.

In international arbitration, Article 31 of Law 2735/1999 similarly provides that the award has to be in writing and signed by the arbitrators. When there are more than one arbitrators, the award may simply be signed by the majority of the arbitrators provided that the award mentions the reason of the absence of the other signatures. The award must contain reasons, unless the parties agreed otherwise or the award simply records the parties' settlement agreement. Finally, the award must mention the time and place of the arbitration.

With respect to the types of possible relief, Greek law allows both monetary compensation and specific performance.

**(ii) Can arbitrators award punitive or exemplary damages? Can they award interest? Compound interest?**

Arbitrators may not award punitive or exemplary damages, and that because the strictly compensatory nature of damages is deemed a core principle of Greek law. Damages must be limited to the actual losses suffered or incurred by the aggrieved party. Arbitrators may award interest, provided that its rate is not higher than the one imposed by law. Compound interest may also be awarded under conditions.

**(iii) Are interim or partial awards enforceable?**

Interim awards on provisional measures are enforceable; same for partial awards ruling in a final manner on issues of the merits.

**(iv) Are arbitrators allowed to issue dissenting opinions to the award? What are the rules, if any, that apply to the form and content of dissenting opinions?**

Dissenting opinions are implicitly permitted both in domestic and international arbitration, as per Articles 891 of the GCCP and 31.1 of Law 2735/1999, which state that in case of a multi-membered tribunal, the majority prevails. The law does not provide specific requirements as to the form and content of dissenting opinions.

**(v) Are awards by consent permitted? If so, under what circumstances? By what means other than an award can proceedings be terminated?**

Awards by consent are permitted under Greek law (as per Article 30 of Law 2735/1999), provided that the content of the parties' settlement is not contrary to Greek public policy.

Arbitral proceedings may be terminated also:

With the issuance of an act of termination of the arbitral proceedings when a) the claimant withdraws its request for arbitration, except if the respondent has a legal interest to continue the arbitration, recognised by the arbitral tribunal, or b) the parties agree for the proceedings to be terminated, or c) the tribunal concludes that the continuation of the proceedings is useless or impossible (eg when a time limit set by the parties for the validity of the arbitration agreement has been exceeded)

**(vi) What powers, if any, do arbitrators have to correct or interpret an award?**

As per Article 894 of the GCCP (on domestic arbitration) and Article 33 of Law 2735/1999 (on international arbitration), the correction or interpretation of an award is permissible in Greek arbitration law. The tribunal may correct computational, typographical or similar errors; it may interpret a certain part of the award without, however, being entitled to change the dispositive part of the award.

## **XI. Costs**

**(i) Who bears the costs of arbitration? Is it always the unsuccessful party who bears the costs?**

Unless the parties have agreed otherwise, the tribunal decides on the allocation of costs taking into account the circumstances of the case and especially the outcome of the proceedings (Article 32.4 of Law 2735/1999).

When it comes to domestic arbitration, the provisions of Articles 176, 185 of the GCCP may apply by analogy. According to such provisions the general rule is that the losing party pays the entirety of the costs unless the winning party a) did not abide by his duty of truth, b) brought a claim or defence with undue delay, c) was responsible of the invalidity of a procedural act or of the hearing.

**(ii) What are the elements of costs that are typically awarded?**

All costs related to the proceedings may be awarded (arbitrators' fees, legal fees, experts' fees, administrative fees in case of an institution, travel expenses etc).

**(iii) Does the arbitral tribunal have jurisdiction to decide on its own costs and expenses? If not, who does?**

In international arbitration, the fees and expenses of the arbitrators are determined either through the rules of the institution or in agreement with the parties.

In domestic arbitration, the tribunal's fees are explicitly and elaborately determined by law (Articles 882 *et seq* of the Greek Code of Civil Procedure).

- (iv) **Does the arbitral tribunal have discretion to apportion the costs between the parties? If so, on what basis?**

See answer to question (i) above.

- (v) **Do courts have the power to review the tribunal's decision on costs? If so, under what conditions?**

In domestic arbitration, any party has the right of recourse against the tribunal's decision on cost, as per Article 882.6 of the Greek Code of Civil Procedure. Such recourse has to be exercised within 3 months from the issuance of the award and is ruled upon by the competent first instance court.

## **XII. Challenges to Awards**

- (i) **How may awards be challenged and on what grounds? Are there time limitations for challenging awards? What is the average duration of challenge proceedings? Do challenge proceedings stay any enforcement proceedings? If yes, is it possible nevertheless to obtain leave to enforce? Under what conditions?**

As per Articles 897-898 of the GCCP and Article 34 of Law 2735/1999, awards may be challenged through a setting aside application filed by a party within 3 months from the notification of the award to the party filing the application. The grounds provided in these Articles are in essence the same as the ones of Article V of the NYC. The average duration of the proceedings before the Court of Appeal and Supreme Court may well be of a couple of years.

Setting aside proceedings do not in principle prevent the enforcement of the award. The competent court may, however, order the stay of the enforcement proceedings until the issuance of a decision on the setting aside application if it deems that the granting of the setting aside application is likely.

- (ii) **May the parties waive the right to challenge an arbitration award? If yes, what are the requirements for such an agreement to be valid?**

According to Article 900 of the GCCP, the waiver of the right to challenge an arbitral award prior to its issuance is not permissible. *A contrario*, the waiver of the right to challenge an award after its issuance is permissible.

- (iii) **Can awards be appealed in your country? If so, what are the grounds for appeal? How many levels of appeal are there?**

Arbitral awards cannot be appealed in Greece. A setting aside application is the only challenge that can be brought to an international arbitral award issued in Greece. In domestic arbitration, a party may in addition to a setting aside application also request that a court declare the inexistence of an arbitral award (arguing that there was no arbitration agreement, or that the dispute was not arbitrable, or that the decision was issued in proceedings set forth against an inexistent person or legal entity).

- (iv) **May courts remand an award to the tribunal? Under what conditions? What powers does the tribunal have in relation to an award so remanded?**

There is no relevant provision in Greek arbitration law.

### **XIII. Recognition and Enforcement of Awards**

- (i) **What is the process for the recognition and enforcement of awards? What are the grounds for opposing enforcement? Which is the competent court? Does such opposition stay the enforcement? If yes, is it possible nevertheless to obtain leave to enforce? Under what circumstances?**

The recognition and enforcement of foreign arbitral awards the Greek courts are decided pursuant to the New York Convention of 1958, as ratified by the Greek Parliament through Legislative Decree 4229/1961.

A party seeking to have a foreign arbitral award recognized and enforced in Greece has to submit an application before the single-member first instance court of the district where the debtor's domicile or residence is located; in the absence of such domicile or residence in Greece, the competent court is the Athens First Instance Court (Articles 905.1 and 906 of the GCCP). All that the application needs to contain is the arbitral award and the arbitration agreement (in originals or certified copies, all duly translated). The party opposing such recognition may invoke any of the grounds listed in Article V of the NYC, while the court may *on its own motion* refuse recognition and enforcement only if it rules that the subject matter of the dispute was not arbitrable under Greek law or that the recognition and enforcement of the award would be contrary to Greek international public policy (Article V.2 of the NYC). The notion of Greek international public policy comprises both procedural and substantive public policy rules, perceived as the most fundamental principles and conceptions of the Greek legal system as well as the European legal system, in accordance with Article 33 of the Greek Code of Civil Procedure. A revision of the substance of the award is strictly forbidden.

The decision of the first instance court can be appealed before the Court of Appeals and then before the Supreme Court (on the limited grounds of any appeal before the Supreme Court).

Opposing enforcement proceedings generally does not stay the enforcement of the award. It is, however, possible to apply for a stay of the enforcement proceedings in the event the enforcement opposition was rejected by the first instance court and the losing party appeals from that decision. The competent court can order the stay of the enforcement if it finds that enforcement will cause irreparable harm to the party requesting the stay and that the motion has a high likelihood of success (Article 937 of the GCCP).

**(ii) If an exequatur is obtained, what is the procedure to be followed to enforce the award? Is the recourse to a court possible at that stage?**

Once the exequatur order is obtained, the arbitral award becomes an enforceable title. From that point onwards, the regular procedure for enforcing any title is followed, under which a copy of the title is serviced on the losing party, which has 3 days to voluntarily make payment. After such process, the winning party has the right to seize the property and proceed with an auction.

The only recourse a party has to the courts is through opposition: it can oppose the exequatur title, the enforcement procedure or the claim *per se*.

**(iii) Are conservatory measures available pending enforcement of the award?**

No, they are not.

**(iv) What is the attitude of courts towards the enforcement of awards? What is the attitude of courts to the enforcement of foreign awards set aside by the courts at the place of arbitration?**

It should be noted that Greek courts have generally held a very favorable position towards foreign arbitral awards and have, thus, refused recognition and enforcement only in exceptional cases. That being said, both in accordance with the New York Convention on recognition and enforcement of foreign arbitral awards as well with the Greek Code of Civil Procedure, Greek courts will not, in principle, recognize and enforce a foreign arbitral award that has been set aside by the courts of the seat of the arbitration.

**(v) How long does enforcement typically take? Are there time limits for seeking the enforcement of an award?**

The duration of the recognition and enforcement proceedings of an arbitral award largely depends on the courts' workload. On average, the recognition and enforcement proceedings last from a couple of months to one year.

#### **XIV. Sovereign Immunity**

- (i) Do state parties enjoy immunities in your jurisdiction? Under what conditions?**

State parties enjoy immunity in Greece but such immunity only applies to public acts of the state and not commercial acts that could have been performed by private parties. In addition, a state is not protected by immunity when that immunity is waived, especially via the signing of an arbitration agreement.

- (ii) Are there any special rules that apply to the enforcement of an award against a state or state entity?**

Execution against state entities is generally prohibited unless the execution refers to property that was the subject of a commercial act of the state or state entity or the state waived execution with respect to that piece of property. Property that serves public purpose (such as embassies) is exempt from execution. Furthermore, as per Article 923 of the GCCP, enforcement against property of foreign state entities is not allowed without the permission of the Minister of Justice.

#### **XV. Investment Treaty Arbitration**

- (i) Is your country a party to the Washington Convention on the Settlement of Investment Disputes Between States and Nationals of Other States? Or other multilateral treaties on the protection of investments?**

Greece is a party to the 1966 Convention on the Settlement of Investment Disputes (Washington Convention) and to numerous Bilateral Investment Treaties and Multilateral Investment Treaties, such as the 1994 Agreement Establishing the World Trade Organisation and the 1994 Energy Charter Treaty.

- (ii) Has your country entered into bilateral investment treaties with other countries?**

Greece has entered into and ratified 39 Bilateral Investment Treaties in force with the following countries: Albania; Algeria; Armenia; Azerbaijan; Bosnia and Herzegovina; Bulgaria; Chile; China; Croatia; Cuba; Cyprus; Czech Republic; Egypt; Estonia; Georgia; Germany; Hungary; India; Iran; Jordan; Korea; Latvia; Lebanon; Lithuania; Mexico; Moldova; Morocco; Poland; Romania; Russian Federation; Serbia; Slovakia; Slovenia; South Africa; Syrian Arab Republic; Tunisia; Turkey; Ukraine; and Uzbekistan.

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## XVI. Resources

**(i) What are the main treatises or reference materials that practitioners should consult to learn more about arbitration in your jurisdiction?**

- A. Dimolitsa, *Les points de divergence entre la nouvelle loi grecque sur l'arbitrage et la loi-type CNUDCI*, Rev. Arb. 2000, p. 227 *et seq* (with the full translation of Law 2735/1999 in French)
- S. Koussoulis, *Arbitration – Article-by-article commentary*, Sakkoulas ed., 2004 (in the Greek language)
- S. Koussoulis, *Arbitration law*, Sakkoulas ed., 2006 (in the Greek language)
- G. Petrochilos, *The arbitral resolution of international disputes*, Chapter in collective treatise titled *Law of International Transactions*, Nomiki Vivliothiki, 2010, p. 1240 *et seq* (in the Greek language)
- N. Kerameus, *Greek international commercial arbitration*, Chapter in collective treatise titled *International Commercial Arbitration in Europe*, Biblioteca de Arbitraje del Estudio Mario Castillo Freyre, 2012, p. 677 *et seq* (in the English language)

**(ii) Are there major arbitration educational events or conferences held regularly in your jurisdiction? If so, what are they and when do they take place?**

A few times a year, conferences on arbitration do take place in Greece. Such events are usually organized by the Greek Arbitration Association, Greek Universities or arbitral institutions, such as the ICC.

## XVII. Trends and Developments

**(i) Do you think that arbitration has become a real alternative to court proceedings in your country?**

Even though international arbitration has shown significant progress in the past years in Greece, it still has not become a real alternative to litigation. Parties and lawyers are still not that familiarized with arbitration and case law on arbitration issues remains relatively limited.

**(ii) What are the trends in relation to other ADR procedures, such as mediation?**

Mediation in Greece has recently been regulated by virtue of Law 3898/2010, setting the ground rules for mediation, which now can be used for all private law matters disputes for which the parties have the right of disposal of the subject matter of the dispute. In addition, the certification of trained mediators has now

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been institutionalized in the hope that mediation will be an alternative or even a pre-dispute resolution mechanism. So far, however, the recourse to mediation has been extremely limited.

**(iii) Are there any noteworthy recent developments in arbitration or ADR?**

Not any really significant.

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