

# TAKE A SEAT!

A GUIDE TO ARBITRATION SEATS IN  
CENTRAL AND EASTERN EUROPE

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The landscape of arbitration in Central and Eastern Europe (CEE) is diverse, nuanced, and continuously evolving. As economies grow and cross-border investments increase, the role of arbitration as a preferred method of dispute resolution in the region has never been more significant. The “Take a Seat!” project by ArbCEE offers an in-depth exploration of arbitration seats across the CEE, providing crucial insights into their legal frameworks, procedural efficiency, and practical advantages. By bringing together leading experts and practitioners, this initiative seeks to enhance transparency, accessibility, and cooperation across jurisdictions.

More than just a report, “Take a Seat!” is an invitation—to engage, to exchange ideas, and to contribute to shaping the future of arbitration in the CEE. Whether you are an investor, counsel, or arbitrator, we trust that this guide will serve as a valuable tool in navigating the arbitration landscape of the region.





# ALBANIA

### **1. Where is the law on arbitration contained?**

The law on arbitration is included in Law No. 52/2023 on Arbitration in the Republic of Albania, which was adopted on 6 July 2023 (the “Arbitration Act”).

### **2. Is the jurisdiction a Model Law country?**

Yes, the 2006 Model Law.

### **3. Are there any notable differences from the Model Law?**

Some of the main differences are:

- The Arbitration Act provides that if a dispute which is the subject of an arbitration agreement is brought before a court, the court should, ex officio, decline jurisdiction unless the arbitration agreement is “manifestly void” (i.e., it sets a higher threshold for nullity compared to the Model Law).
- The Arbitration Act explicitly allows virtual and hybrid hearings.
- Unlike the Model Law, in providing the grounds for setting aside an award, the Arbitration Act does not differentiate between the grounds which must be raised by the party and grounds which the court considers ex officio (i.e., arbitrability and public policy).
- The same applies to the enforcement of awards issued by arbitral tribunals seated in Albania.
- With regard to the enforcement of awards issued by arbitral tribunals seated outside of Albania, the Arbitration Act includes the grounds provided by Article V of the New York Convention. However, the Arbitration Act again departs from the New York Convention and the Model Law by providing a non-exhaustive list of grounds (by using the term “include”).

### **4. Is the jurisdiction a party to the NY Convention?**

Yes, since 2001.

### **5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

The Arbitration Act applies to domestic and international arbitration seated in Albania. There are no differences between these two regimes.

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## **THE ARBITRATION AGREEMENT. ARBITRABILITY**

### **6. What are the form and content requirements for an arbitration agreement?**

Similarly to the 2006 Model Law, Article 7, Option 1, an arbitration agreement must be in writing. An agreement expressed via mail, fax, telegram or other electronic means of communication fulfils this requirement if it is evidenced by writing.

Where one of the parties is a consumer, the arbitration agreement must be concluded personally by the parties and separately from the framework agreement. The arbitration agreement is valid even when it does not fulfil the form and content requirements, but the arbitration procedure has begun and a jurisdictional objection has not been raised.

**7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

There are no restrictions in the case of natural and private legal persons. However, state organs are required to get various approvals before entering into an arbitration agreement.

**8. Are there any restrictions on the subject matter of an arbitration agreement?**

The subject matter of an arbitration agreement can consist of any pecuniary claim or claims arising out of a relationship relating to property rights, except where a *lex specialis* prohibits the settlement of a dispute by arbitration or stipulates that a dispute can only be settled by arbitration under certain conditions.

**9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

No.

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**APPEARING IN ARBITRATION**

**10. Are there any restrictions on who can serve as an arbitrator?**

Yes. A person who was found guilty of committing a criminal offence or was banned from holding public office cannot serve as an arbitrator.

**11. Can foreign qualified attorneys appear as counsel in arbitration seated in the jurisdiction?**

Yes.

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**ASSISTANCE BY COURTS DURING ARBITRATION**

**12. Is there a specialised court/department that has jurisdiction over arbitration-related matters (assistance during arbitration)?**

No.

**13. Can the courts enforce interim measures ordered by arbitral tribunals/emergency arbitrators?**

Yes.

**14. Do the courts in your jurisdiction issue anti-suit injunctions?**

No.

**15. Can documents be submitted in a language other than the official language of the court?**

No.

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**THE SETTING ASIDE OF AWARDS**

**16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards)**



Partial and final awards.

**17. What are the possible grounds for the setting aside of arbitral awards?**

Under Albanian law, arbitral awards can be set aside on the following grounds: (i) incapacity of the parties; (ii) invalidity of the arbitration agreement; (iii) proper notice not given to the parties; (iv) dispute not contemplated by or not falling within the terms of the arbitration agreement; (v) improper constitution of the tribunal; (vi) arbitral procedure not in accordance with the Arbitration Act; (vii) subject matter of the dispute was not arbitrable; and (viii) the award is contrary to public policy.

**18. What is the number of instances available for challenging awards via setting aside proceedings?**

One.

**19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

The time limit is 90 days from the day the award was dispatched to the parties (unless the parties agreed otherwise).

**20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

The Tirana Court of Appeal.

**21. What is the average length of setting aside proceedings?**

The Arbitration Act entered into force in 2023 and we have not identified any set-aside proceedings yet.

**22. What is the applicable court fee in setting aside proceedings (per instance)?**

Before the enactment of the Arbitration Act, courts charged an application fee of EUR 2.

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

No information, reports or statistics are publicly available yet since the Arbitration Act entered into force only recently.

**24. Can awards be appealed (on facts and/or law)?**

No.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

Yes.

**26. What are the circumstances, if any, where foreign qualified attorneys can appear before a local court in setting aside proceedings?**

Foreign-qualified attorneys may appear before Albanian courts if they are

members of an EU bar association and have a collaboration agreement with an Albanian law firm. These attorneys may practice as independent attorneys only after meeting such requirements for more than three years. In all cases, court proceedings must be conducted in Albanian and the foreign-qualified attorney must either be accompanied by a certified interpreter or demonstrate proficiency in Albanian.

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## **ENFORCEMENT OF FOREIGN ARBITRATION AWARDS**

### **27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

No.

### **28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**

There is no publicly available information.

### **29. What are the grounds for the refusal to enforce arbitration awards?**

In the case of awards issued by arbitral tribunals seated in Albania, the courts will refuse the enforcement of the award on the same grounds as those provided for the setting aside of the award. With regard to the enforcement of awards issued by arbitral tribunals seated outside of Albania, the Arbitration Act includes the grounds provided by Article V of the New York Convention. However, the Arbitration Act departs from the New York Convention and the Model Law by providing a non-exhaustive list of grounds for denying recognition and enforcement (by using the term “include”). Due to the recent enactment of the Arbitration Act, no case law exists that would clarify what other grounds are envisaged.

### **30. Can an award subject to setting aside proceedings be enforced?**

Yes. However, the court may, at the request of a party, suspend the enforcement of the award if there is a risk of serious and irreparable harm to that party.

### **31. Can awards set aside at the seat of arbitration be enforced?**

No.

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## **THE ARBITRATION MARKET**

### **32. What are the principal arbitral institutions in your jurisdiction?**

The Albanian Commercial Mediation & Arbitration Center (MEDART) handled a few cases, but it is now inactive.

### **33. What is the caseload in these institutions?**

It has been reported that MEDART handled 10 cases per year, but this information is not verifiable.

### **34. What are the main hearing centres in your jurisdiction?**

Conference rooms.



# BOSNIA AND HERZEGOVINA

## **1. Where is the law on arbitration contained?**

Bosnia and Herzegovina (BiH) consists of two separate entities – the Federation of Bosnia and Herzegovina (FBiH) and Republika Srpska (RS), as well as an autonomous district under the direct sovereignty of the state – the Brčko District of BiH (BDBiH). Different legal regimes apply in each of these areas, although certain matters are regulated by state laws which apply in all parts of the country.

The rules regulating arbitration are contained in the civil procedural laws of the FBiH, RS and BDBiH, namely:

- FBiH: Articles 434–453 of the FBiH Code of Civil Procedure;
- RS: Articles 434–453 of the RS Code of Civil Procedure;
- BDBiH: Articles 427–446 of the BDBiH Code of Civil Procedure.

The regulations are largely similar, which is why the answers below apply to all of them, unless indicated otherwise.

## **2. Is the jurisdiction a Model Law country?**

None of the three jurisdictions have adopted legislation based on the UNCITRAL Model Law.

## **3. Are there any notable differences from the Model Law?**

The relevant codes of civil procedure in BiH regulate a limited range of arbitration matters, such as: arbitration agreements, the number of arbitrators, jurisdiction, appointment and replacement of arbitrators, disqualification of arbitrators, evidence, arbitral awards and annulment of awards.

While these provisions are generally in line with the UNCITRAL Model Law, they lack the level of detail of the UNCITRAL Model Law. Several key matters remain unregulated, such as the commencement of arbitration proceedings, the means of communication between the parties and the arbitral tribunal, the support of the state courts in the arbitration procedure, interim measures, expert witnesses, etc. This lack of detail may lead to inconsistencies and gaps in the arbitration procedure compared to jurisdictions that have fully adopted the Model Law.

## **4. Is the jurisdiction a party to the NY Convention?**

Yes.

## **5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

The key difference lies in the enforcement of a domestic arbitral award and foreign arbitral award. Namely, in accordance with the Private International Law Act (PILA), an arbitral award rendered in BiH is also considered a foreign arbitral award if the law of a foreign country was applied to the rules of the relevant proceedings, provided that such application does not contradict mandatory laws in BiH. In order to be enforced before the competent court, a foreign arbitral award needs to be recognised first.



### **6. What are the form and content requirements for an arbitration agreement?**

Arbitration may be initiated only on the basis of a written agreement signed by both parties. Any written proof, such as fax, email or postal correspondence, is considered sufficient. Furthermore, an arbitration agreement is considered valid if the respondent does not contest the existence of such an agreement. An arbitration agreement may be part of a contract or contained in a separate document, e.g., in general terms and conditions which apply to the legal relationship between the parties.

There are no specific content requirements for an arbitration agreement. However, the agreement should state the parties to the agreement and the subject matter of the agreement and indicate clearly whether it covers a single dispute or all disputes that may arise from or in connection with a certain contractual legal relationship.

Whereas the parties are free to decide on the number and method for selecting the arbitrators, there may only be an odd number of arbitrators.

In general, the parties are also free to designate the seat of arbitration. However, based on the prevailing view, in case of purely domestic arbitration (in which only parties seated in BiH are involved) the seat of arbitration must be in BiH.

### **7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

In general, parties entering into an arbitration agreement must have legal capacity and authorisation to do so.

### **8. Are there any restrictions on the subject matter of an arbitration agreement?**

As a general rule, the parties may submit to arbitration all disputes that do not fall within the exclusive competence of the competent BiH court (e.g., disputes related to real estate located in BiH or consumer disputes) and all disputes related to rights which a party may freely dispose of. The latter excludes claims involving family law and claims under administrative proceedings that cannot be brought before the courts but are decided by state agencies and are not arbitrable.

### **9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

The law is silent on this issue. However, as a general rule, non-signatories may be bound by any agreement, including an arbitration agreement, by general rules of contract law and/or company law, e.g., piercing the corporate veil, contract assignment, subrogation, guarantee, etc.

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## APPEARING IN ARBITRATION

### **10. Are there any restrictions on who can serve as an arbitrator?**

There are restrictions on who can serve as an arbitrator, primarily to ensure impartiality and independence. Namely, arbitrators cannot perform duties in arbitration if they have a close connection or conflict of interest with a party involved, including if:

- The arbitrator is a party or representative in the case, or has a relationship with the party as a co-owner, co-obligor, or reimbursement obligor, or if the arbitrator has been a witness or expert in the same matter;
- The arbitrator is a relative of the party or their representative, either directly or up to the fourth degree in the collateral line, or related by marriage up to the second degree, regardless of marital status;
- The arbitrator is a guardian, adoptive parent, or adopted child of the party or their representative, or shares a household with the party or representative;
- There is an ongoing lawsuit between the arbitrator and the party;
- The arbitrator previously participated in mediation, settlement, decision-making, or legal representation in the case;
- The arbitrator was involved in a bankruptcy decision that led to the dispute.

Additionally, an arbitrator may be disqualified if there are circumstances that could call into question their impartiality.

#### **11. Can foreign qualified attorneys appear as counsel in arbitrations seated in the jurisdiction?**

There is no explicit prohibition on foreign qualified attorneys appearing as counsel in arbitrations seated in the jurisdiction.

The RS Law on Advocacy explicitly provides that foreign qualified attorneys can appear as counsel in arbitrations with an international element.

On the other hand, in the FBiH this issue is not clearly regulated. On its face, the FBiH Law on Advocacy could lead to the conclusion that in the FBiH this right is reserved for BiH qualified attorneys, whereas a foreign qualified attorney can only appear as counsel in any proceedings, including arbitration, if he/she is admitted to the bar association of the FBiH or RS. Even without such admission, foreign qualified attorneys are entitled to provide legal assistance in relation to the laws of the country where they are qualified. However, under a more arbitration friendly interpretation, these restrictions are only applicable to domestic arbitration. A similar view is held by the local arbitration court (Court of Arbitration of the Foreign Trade Chamber of Bosnia and Herzegovina) seated in Sarajevo (FBiH), whose rulebook regulates the possibility of foreign qualified attorneys appearing as counsel in proceedings before it if the client is a foreign entity.

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### **ASSISTANCE BY COURTS DURING ARBITRATION**

#### **12. Is there a specialised court/department that has jurisdiction over arbitration-related matters (assistance during arbitration)?**

No.

#### **13. Can the courts enforce interim measures ordered by arbitral tribunals/emergency arbitrators?**

In the case of domestic arbitration – in general, yes. In the case of emergency arbitration, the law is silent and there is no practice in that respect; however, most probably not.

#### **14. Do the courts in your jurisdiction issue anti-suit injunctions?**

No.

**15. Can documents be submitted in a language other than the official language of the court?**

No. Any documents in foreign languages must be translated into one of the official languages in BiH by an official court translator.

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**THE SETTING ASIDE OF AWARDS**

**16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards)**

The legislation provides for the setting aside of “arbitral awards,” which in principle includes any form of award, i.e., partial and final awards, but not procedural orders or other similar acts of the tribunal.

**17. What are the possible grounds for the setting aside of arbitral awards?**

The grounds for setting aside an award are the following:

- a) The arbitration agreement is invalid or without effect, or no arbitration agreement exists;
- b) The composition of the arbitral tribunal or the rendering of the award was not in accordance with the agreement between the parties;
- c) The award does not contain a reasoning or is unsigned;
- d) The award was issued in a dispute not falling within the terms of the statement of claim or contains decisions on matters beyond the scope of the statement of claim;
- e) The award is ambiguous or contradictory;
- f) The arbitral award contradicts the Constitution of BiH and the FBiH Constitution, the RS Constitution or the BDBiH Statute (depending on the territorial jurisdiction of the court competent to decide on a setting aside request); or
- g) There are grounds for retrial in accordance with the applicable code of civil procedure.

**18. What is the number of instances available for challenging awards via setting aside proceedings?**

Setting aside proceedings can be commenced before the court that would have had jurisdiction over the dispute in the first instance if an arbitration agreement had not been concluded. There are three instances - two regular instances and a possibility of revision by the Supreme Court. The revision is an extraordinary legal remedy, available for material reasons – it is only allowed: (a) in RS and the FBiH - if the value of the contested part of the award exceeds the sum of BAM 30,000.00 (approx. EUR 15,000) and in commercial disputes BAM 50,000 (approx. EUR 25,000), and (b) in the BD - if the value of the contested part of the award exceeds the sum of BAM 50,000.00 (approx. EUR 25,000) and in commercial disputes BAM 100,000 (approx. EUR 50,000).

**19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

A claim for the setting aside of an award can be submitted to the competent court within 30 days. The calculation of this 30-day deadline varies depending on the grounds for setting aside:

- a) If the claim is based on grounds outlined in question 17 (points a-f), the deadline is counted from the day the award was delivered to the party;
- b) If a party becomes aware of a reason for setting the award aside later, the 30-day period begins from that date.

For claims based on grounds for setting aside described in question 17 (point (g)), the deadline is counted depending on the reason for retrial, which may vary due to the circumstances (e.g., from the day the party became aware of the reason, from the day the decision was delivered to the party, etc.).

A request for setting aside may only be made within one year after the award has become final.

**20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

No.

**21. What is the average length of setting aside proceedings?**

It can significantly vary from a few months to a year.

**22. What is the applicable court fee in setting aside proceedings (per instance)?**

Court fees are paid separately on a lawsuit (requesting a setting aside of the award), court decision and appeal and the relevant fees are regulated by different laws on court fees adopted on the entity level (in RS), canton level (in the FBiH) and under the law on court fees adopted in the BD.

In each of these laws the court fee is determined based on the specified value in dispute, but in relation to the fee paid on a lawsuit or decision it cannot exceed BAM 10,000 (approx. EUR 5,000) in RS and the FBiH, and BAM 2,000 (approx. EUR 1,000) in the BD. For appeals, the court fees increase by 50%.

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

Due to the lack of available court practice, this is difficult to assess with certainty. Based on available information, the number varies between 20-30%.

**24. Can awards be appealed (on facts and/or law)?**

No.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

The law is silent on this issue.

**26. What are the circumstances, if any, where foreign qualified attorneys can appear before a local court in setting aside proceedings?**

In both the RS and FBiH a foreign attorney may appear before a local court in set-aside proceedings only if he/she is admitted to the bar association of the FBiH or RS, which requires meeting specific conditions (e.g., in the FBiH, reciprocity with the state of the attorney's citizenship is required, whereas in the RS criteria are described in more detail and depend on the type of reg-

istration). In addition, based on the FBiH Law on Advocacy, foreign qualified attorneys may represent parties before courts in the FBiH in individual cases based on a prior consent of the FBiH Ministry of Justice.

## ENFORCEMENT OF FOREIGN ARBITRATION AWARDS

### **27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

In general, in the case of foreign arbitral awards there are two separate proceedings: (a) first, recognition of the arbitral award, and (b) second, enforcement of the arbitral award. Jurisdiction over recognition proceedings in the RS is given to district courts and in the FBiH to cantonal courts, whereas jurisdiction over enforcement proceedings is given to the courts of first instance depending on the seat of the debtor or location of the debtor's assets. Each competent court has a special department dealing with enforcement proceedings. Recognition of foreign arbitral awards can be also requested in the course of enforcement proceedings, but in such case the recognition will be decided as a preliminary legal question with effect solely in the relevant enforcement proceedings. This option, however, is rarely used in practice.

### **28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**

Due to the lack of available court practice, it is difficult to assess this issue with certainty. Based on available information, local courts have refused to enforce arbitration awards in approx. 20% of cases.

### **29. What are the grounds for the refusal to enforce foreign arbitration awards?**

Recognition and enforcement are primarily regulated in line with the NY Convention with due consideration of the reservations provided to the NY Convention as noted under point 4 above.

If an award is rendered in a state which is not a signatory of the NY Convention or the NY Convention does not apply for any other reason, then recognition and enforcement is governed by the PILA, pursuant to which, in order to be recognised and subsequently enforced:

the subject matter of the foreign arbitral award must not be exempt from arbitration according to BiH law;

- a) The subject matter of the foreign arbitral award must not be under the exclusive jurisdiction of the BiH courts or other authorities;
- b) The foreign arbitral award must not contradict the principles set forth in the BiH Constitution and/or in the FBiH Constitution or RS Constitution or BDBiH Statutes (depending on the territorial jurisdiction of the court competent to decide on the request for the recognition of the relevant foreign arbitral award) and/or of public order;
- c) Reciprocity of recognition must exist between BiH and the country of origin of the foreign arbitral award;
- d) The relevant parties must have concluded a written arbitration agreement, which must be valid and binding;
- e) The party against which the arbitral award has been rendered must have been duly informed of the appointment of the arbitral tribunal and of the arbitration proceedings and that party must not have been hindered from participating in the arbitration proceedings;



- f) The composition of the arbitral tribunal and the arbitration proceedings must have been in accordance with the provisions of the arbitration agreement and the arbitration rules;
- g) The arbitral tribunal must not have exceeded its authority determined by the arbitration agreement;
- h) The foreign arbitral award must be final and enforceable; and
- i) The foreign arbitral award must not be ambiguous or contradictory.

### **30. Can an award subject to setting aside proceedings be enforced?**

In general, yes. Recognition can be suspended by the competent court upon the request of a party and subject to payment of security, while enforcement can be suspended if there is an interim measure granting suspension of enforcement.

### **31. Can awards set aside at their seat be enforced?**

In general, neither recognised nor enforced, with the exception provided under the European Convention on International Commercial Arbitration of 1961 (European Convention) to which BiH is a party to by succession. In particular, in relations between Contracting States of European Convention that are also parties to the New York Convention, the application of Article V(1) of the New York Convention (which deals with setting aside as a ground for the refusal of recognition or enforcement of arbitral award) is limited solely to the cases of setting aside set out in the European Convention.

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## **THE ARBITRATION MARKET**

### **32. What are the principal arbitral institutions in your jurisdiction?**

- The Court of Arbitration of the Foreign Trade Chamber of Bosnia and Herzegovina (seated in Sarajevo);
- The Foreign Trade Court of Arbitration attached to the Chamber of Commerce of Republic of Srpska (seated in Banja Luka).

### **33. What is the caseload in these institutions?**

- The Court of Arbitration of the Foreign Trade Chamber of Bosnia and Herzegovina has approx. 4-5 cases per year (statistics cover all pending cases, so the number also includes cases pending for a few years before this court).
- The Foreign Trade Court of Arbitration attached to the Chamber of Commerce of Republic of Srpska currently has no pending arbitration cases and has had three cases in the last ten years.

### **34. What are the main hearing centres in your jurisdiction?**

The Court of Arbitration of the Foreign Trade Chamber of Bosnia and Herzegovina with a venue in Sarajevo (Branislava Đurđeva 10 71000 Sarajevo), and the Foreign Trade Court of Arbitration attached to the Chamber of Commerce of Republic of Srpska with the venue in Banja Luka (Branka Ćopića 6, 78000 Banja Luka).



# BULGARIA

### **1. Where is the law on arbitration contained?**

The most important statute regulating arbitration in Bulgaria is the International Commercial Arbitration Act (the "Arbitration Act").

### **2. Is the jurisdiction a Model Law country?**

Yes, the 1986 version.

### **3. Are there any notable differences from the Model Law?**

Under the Arbitration Act, an award's contradiction with public policy is not currently a ground for setting it aside. Moreover, domestic arbitration may be conducted in Bulgarian only.

### **4. Is the jurisdiction a party to the NY Convention?**

Yes, since 1992.

### **5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

The following are some of the differences between domestic and international arbitration in Bulgaria: (i) in domestic arbitration, the use of Bulgarian is mandatory; (ii) in setting aside proceedings in domestic arbitration, the parties cannot exclude the application of the Arbitration Act to the conclusion and validity of the arbitration agreement; and (iii) only Bulgarian citizens can be appointed as arbitrators in domestic arbitration.

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## **THE ARBITRATION AGREEMENT. ARBITRABILITY**

### **6. What are the form and content requirements for an arbitration agreement?**

Under Bulgarian law, arbitration agreements must be concluded in writing, which includes agreements concluded by an exchange of emails. Moreover, an arbitration agreement is considered to exist if the respondent actively participates in arbitral proceedings and does not object to the jurisdiction of the tribunal.

### **7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

Arbitration is prohibited if one of the parties is a consumer.

### **8. Are there any restrictions on the subject matter of an arbitration agreement?**

All disputes concerning rights capable of valuation in monetary terms are arbitrable, apart from those that are expressly excluded either by law or through the application of general principles of Bulgarian law. The following types of disputes are not arbitrable pursuant to provisions of Bulgarian law:

- Disputes concerning absolute rights over immovable property or the possession of immovable property (e.g., disputes in relation to ownership rights);
- Disputes concerning alimony;
- Labour disputes (i.e., disputes concerning rights arising out of an employment relationship);

- Consumer disputes;
- Disputes related to non-transferable personal rights, and disputes regarding personal or marital status and origin (paternity disputes, the dissolution or annulment of a marriage, the termination of an adoption, etc.), as well as other disputes related to rights which cannot be valued in money;
- Disputes related to a concession agreement whose value is below the “European threshold,” which is currently set by the European Commission at EUR 5,350,000 (amount valid as at September 2021); and
- Disputes related to bankruptcy/insolvency.

**9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

According to the recent case law of the Bulgarian courts, an assignee is bound by the arbitration agreement signed by the assignor and the counterparty.

Apart from that, there are no specific rules in this regard and a non-signatory will usually not be considered by the courts to be bound by an arbitration agreement (unless they appear before the arbitral tribunal and do not object to the jurisdiction of the tribunal).

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## APPEARING IN ARBITRATION

**10. Are there any restrictions on who can serve as an arbitrator?**

Arbitrators can only be (i) natural persons (ii) of legal age and with full legal capacity, (iii) who have never been convicted of a crime of a general nature, (iv) with university education and at least eight years of professional activity, and (v) with high moral qualities. Persons who are not citizens of the Republic of Bulgaria may be appointed as arbitrators in international arbitration cases. Judges may not be appointed as arbitrators. It is possible that specific rules of a particular arbitral institution could provide special requirements regarding arbitrators and some institutions may maintain mandatory rosters of arbitrators.

**11. Can foreign qualified attorneys appear as counsel in arbitration seated in the jurisdiction?**

Yes.

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## ASSISTANCE BY COURTS DURING ARBITRATION

**12. Is there a specialised court/department that has jurisdiction over arbitration-related matters (assistance during arbitration)?**

The Sofia City Court is competent to hear motions for the disqualification of arbitrators.

**13. Can the courts enforce interim measures ordered by arbitral tribunals/emergency arbitrators?**

No. In this regard, an arbitral tribunal does not have jurisdiction to issue interim measures against third parties. Therefore, if interim measures such as freezing assets are needed, these will be issued by state courts. Arbitral tribunals can only order interim measures against a party to the arbitration. In cases of domestic arbitration, such measures cannot be enforced coercively



by a court. In international arbitration, if the interim measures are imposed by means of an award enforceable under the New York Convention, such award could be recognised and enforced by the state courts.

**14. Do the courts in your jurisdiction issue anti-suit injunctions?**

No.

**15. Can documents be submitted in a language other than the official language of the court?**

The answer is usually no. However, sometimes, a judge might accept documents in another language if the judge is fluent in a particular language.

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**THE SETTING ASIDE OF AWARDS**

**16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards)**

Final awards and, although there are no express rules in this respect, partial awards can be subject to setting aside proceedings.

**17. What are the possible grounds for the setting aside of arbitral awards?**

According to Bulgarian law, an award can be challenged based on the following grounds:

- The incapacity of a party at the time of concluding the arbitration agreement;
- The absence of an arbitration agreement or its invalidity under the law chosen by the parties or, failing any indication thereof, under the Arbitration Act;
- The party making the challenge was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings, or was unable to participate in the proceedings due to reasons beyond its control;
- The award resolves a dispute not contemplated by the arbitration agreement or contains decisions on issues beyond the subject matter of the dispute;
- The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a mandatory provision of the Arbitration Act, or, in the absence of such agreement, when the provisions of the Arbitration Act have not been complied with.

Bulgarian law also provides that awards rendered in disputes that are non-arbitrable are null and void, and a declaration to this effect can be made by a court incidentally.

**18. What is the number of instances available for challenging awards via setting aside proceedings?**

One. Awards can be challenged before the Bulgarian Supreme Court of Cassation.

**19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

Setting aside proceedings can be commenced within three months from the

receipt of the arbitral award. However, there is no time limit for declaring an arbitral award null and void (and this would be the case if the dispute was non-arbitrable).

**20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

Yes, the Bulgarian Supreme Court of Cassation.

**21. What is the average length of setting aside proceedings?**

Several months.

**22. What is the applicable court fee in setting aside proceedings (per instance)?**

It is 4% of the value of the claim (subject matter of the case).

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

Based on the case law we analysed, the number is somewhere between 5% and 15%. This does not include decisions where arbitration awards are declared null and void due to, for instance, deciding on consumer disputes.

**24. Can awards be appealed (on facts and/or law)?**

No.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

No.

**26. What are the circumstances, if any, where foreign qualified attorneys can appear before a local court in setting aside proceedings?**

If the attorney is from an EU member state (including the EEA and Switzerland), they can appear before the Bulgarian courts together with an attorney registered with the Bulgarian Bar Association.

If the attorney is from a state outside of the EU, a special authorisation must be granted by the Bulgarian Supreme Bar Council. In such a case, the attorney may only represent a citizen from his/her home country, and may do so only together with a Bulgarian attorney.

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## **ENFORCEMENT OF FOREIGN ARBITRATION AWARDS**

**27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

Claims for the enforcement of international arbitration awards are heard by the Sofia City Court as the court of first instance.

**28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**

Based on the case law we analysed, the number is somewhere between 10 and 20%.

### **29. What are the grounds for the refusal to enforce arbitration awards?**

An award may be denied recognition and enforcement in the absence of any of the following:

- a) The foreign court or authority is competent according to Bulgarian law, except if the only ground for foreign competence in the dispute is the nationality of the claimant or its registration in the state of the court;
- b) The respondent was served with a copy of the claim, the parties have been duly summoned and no mandatory principles of Bulgarian law related to their defence have been violated;
- c) There is no other act with res judicata on the matter preceding the award;
- d) There is no lis pendens on the same matter before a Bulgarian court if the proceedings in Bulgarian court started before the arbitration proceedings;
- e) The recognition or the consent to enforcement do not contradict Bulgarian public order.

However, we note that some courts apply the New York Convention directly instead of domestic law.

### **30. Can an award subject to setting aside proceedings be enforced?**

Yes, but enforcement can be suspended if security is paid.

### **31. Can awards set aside at the seat of arbitration be enforced?**

There are no specific rules or case law on the matter, but, in our view, the answer would most probably be “No.”

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## **THE ARBITRATION MARKET**

### **32. What are the principal arbitral institutions in your jurisdiction?**

- The Court of Arbitration at the Bulgarian Chamber of Commerce and Industry;
- The Arbitration Court of the Bulgarian Industrial Association;
- The Arbitration Court of the Bulgarian Stock Exchange.

### **33. What is the caseload in these institutions?**

The Court of Arbitration at the Bulgarian Chamber of Commerce and Industry has heard hundreds of international arbitration cases and thousands of domestic arbitration cases in the last 10 years.

### **34. What are the main hearing centres in your jurisdiction?**

The seat of the Court of Arbitration at the Bulgarian Chamber of Commerce and Industry is Sofia.



# CROATIA



### **1. Where is the law on arbitration contained?**

The law on arbitration in Croatia is contained in the Arbitration Act (Official Gazette no. 88/01) (Arbitration Act).

### **2. Is the jurisdiction a Model Law country?**

Yes — the Arbitration Act is based on the UNCITRAL Model Law (1985).

### **3. Are there any notable differences from the Model Law?**

Among the more notable differences is the fact that the Arbitration Act includes provisions on arbitrability *ratione personae* and has several other additions intended to supplement the text of the UNCITRAL Model Law (e.g., presumption on the place of arbitration). Furthermore, Croatian parties may not choose a foreign seat of arbitration if there is no international element, i.e., if none of the parties to the dispute is domiciled (in the case of legal persons) or has its habitual residence (in the case of natural persons) in a country other than the Republic of Croatia.

### **4. Is the jurisdiction a party to the NY Convention?**

Yes.

### **5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

Yes. The two main differences are:

- a) Croatian parties cannot choose a foreign seat of arbitration if there is no international element,
- b) A different enforcement mechanism for domestic and international arbitration.

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## **THE ARBITRATION AGREEMENT. ARBITRABILITY**

### **6. What are the form and content requirements for an arbitration agreement?**

An arbitration agreement is valid if it is made in writing. The agreement is considered to be made in writing if it is included in documents signed by the parties, or if it is made through the exchange of letters, telexes, faxes, telegrams, or other telecommunication means that provide written proof of the agreement, regardless of whether they are signed by the parties.

An arbitration agreement is also considered to be in writing if:

- One party sends a written offer to the other party, or if a third party sends a written offer to both parties for the conclusion of an arbitration agreement, and no timely objection to the offer is made, which, according to business customs, can be considered as acceptance of the offer;
- After an oral arbitration agreement has been concluded, one of the contracting parties sends a written notice to the other referring to the previously concluded oral agreement, and the other party does not timely object to the content of the received notice, which, according to business customs, can be considered as acceptance of the content of the received notice.

A reference in the main contract to a document (general terms, text of another contract, etc.) containing an arbitration clause constitutes an arbitration agreement if the reference is such that the clause is an integral part of the contract. An arbitration agreement is also valid if a bill of lading explicitly refers to an arbitration clause in a charter party agreement.

For consumer contracts, an arbitration agreement must be contained in a separate document signed by both parties and must contain no agreements other than the arbitration agreement. This requirement can only be waived if the agreement was written and confirmed by a notary public.

**7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

Yes, the ability of persons to enter into an arbitration agreement is subject to the laws applicable to those persons; however, Croatian physical and legal persons may freely enter into arbitration agreements for rights which they are free to dispose of.

**8. Are there any restrictions on the subject matter of an arbitration agreement?**

Yes, several pieces of Croatian legislation prescribe whether a dispute is arbitrable or not (e.g., criminal or administrative matters). In principle, parties are free to arbitrate disputes concerning rights which they are free to dispose of.

**9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

Generally, only signatories to arbitration agreements may be bound by them. However, in certain situations (e.g., assignment of rights, etc.) non-signatories may, in principle, be bound by arbitration agreements.

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## APPEARING IN ARBITRATION

**10. Are there any restrictions on who can serve as an arbitrator?**

No.

**11. Can foreign qualified attorneys appear as counsel in arbitration seated in the jurisdiction?**

Yes.

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## ASSISTANCE BY COURTS DURING ARBITRATION

**12. Is there a specialised court / department that has jurisdiction over arbitration related matters (assistance during the arbitration)?**

Tribunals may request assistance (e.g., interim measures per Article 16 of the Arbitration Act) from any competent court. For the enforcement of decisions, the court with subject matter jurisdiction determined by a specific law is competent. The Arbitration Act further prescribes that, for decisions on the jurisdiction of an arbitral tribunal (Article 15(3) of the Arbitration Act), the deposition of an arbitral award (Article 46), decisions on an action for the annulment of an arbitral award (Article 36), and on a request for recognition and a motion for enforcement (Articles 39 and 40), in matters within the jurisdiction of commercial courts, the Commercial Court in Zagreb is competent,

while in other matters, the County Court in Zagreb is competent.

**13. Can the courts enforce interim measures ordered by arbitral tribunals/emergency arbitrators?**

Yes.

**14. Do the courts in your jurisdiction issue anti-suit injunctions?**

No.

**15. Can documents be submitted in a language other than the official language of the court?**

No. Documents in foreign languages must be accompanied by a sworn translation into the Croatian language.

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**THE SETTING ASIDE OF AWARDS**

**16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards)**

Partial and final awards may be set aside.

**17. What are the possible grounds for the setting aside of arbitral awards?**

An award may be set aside by the court if:

- a) The party making the application furnishes proof that:
  - There was no agreement to arbitrate, or such agreement was not valid,
  - A party to the arbitration agreement was incapable of concluding the arbitration agreement or to be a party to an arbitration dispute, or a party was not duly represented,
  - The party making the application for setting aside was not given proper notice of the commencement of the arbitral proceedings or was otherwise unable to present its case before the arbitral tribunal,
  - The award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decision on matters submitted to arbitration can be separated from those not so submitted, only that part of the award that contains decisions on matters not submitted to arbitration may be set aside,
  - The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the Arbitration Act, or a permissible agreement of the parties and that fact could have influenced the content of the award, and
  - The award has no reasons or has not been signed in accordance with the provisions of the Arbitration Act.
- b) The court finds, even if a party has not raised these grounds, that:
  - The subject matter of the dispute is not capable of settlement by arbitration under the laws of the Republic of Croatia; or

- The award is in conflict with the public policy of the Republic of Croatia.

**18. What is the number of instances available for challenging awards via setting aside proceedings?**

The setting aside procedure has three instances – two regular instances, e.g., the first-instance procedure and appeal. A party dissatisfied with the decision of the appellate court can pursue extraordinary legal remedies before the Supreme Court and the Constitutional Court of the Republic of Croatia.

**19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

A party may initiate setting aside proceedings within three months from the date the award was served on it.

**20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

Yes. At the first instance, the jurisdiction for setting aside proceedings in commercial matters lies with the Commercial Court in Zagreb. At the second-instance stage, the jurisdiction in commercial matters lies with the High Commercial Court of the Republic of Croatia. For awards in non-commercial matters, such as disputes related to employment law, the County Court in Zagreb has jurisdiction in the first instance, while the Supreme Court of the Republic of Croatia has jurisdiction in the second instance.

**21. What is the average length of setting aside proceedings?**

Croatia does not maintain specific statistics for setting-aside proceedings; therefore, information on these proceedings is included within aggregate litigation statistics from all commercial courts at the first instance and the High Commercial Court at the second instance. According to the official statistics for 2023, the average length of first-instance litigation proceedings across all commercial courts in Croatia was 494 days, while the average duration of second-instance proceedings at the High Commercial Court of the Republic of Croatia was 156 days.

**22. What is the applicable court fee in setting aside proceedings (per instance)?**

Under Croatian law, the amount of the court fee depends on the value of the claim, but the highest amount of the court fee is approx. EUR 660. If the claim does not pertain to a monetary amount, the amount of the court fee is approx. EUR 110.

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

There are no official statistics on the awards that have been set aside, but, according to unofficial information, Croatian courts have set aside only two awards during the past ten years.

**24. Can awards be appealed (on facts and/or law)?**

No, unless the parties expressly agreed that the award may be challenged before a second-instance arbitral tribunal.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

Yes, if the court considers it appropriate or if it is requested by a party.

**26. What are the circumstances, if any, where foreign qualified attorneys can appear before a local court in setting aside proceedings?**

In setting-aside proceedings in Croatian court, a lawyer from an EU Member State is allowed to appear before the court if he/she is registered in the Register of Foreign Lawyers in the Republic of Croatia. The registration requirements include, inter alia, that the lawyer must pass a test on the legal order of the Republic of Croatia, but he/she does not have to pass the Croatian bar exam.

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## **ENFORCEMENT OF FOREIGN ARBITRATION AWARDS**

**27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

Yes, the Commercial Court in Zagreb and County Court in Zagreb in the first instance, and the High Commercial Court and the Supreme Court in the second instance.

**28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**

There is no official record on this issue.

**29. What are the grounds for the refusal to enforce arbitration awards?**

The grounds for refusal to enforce foreign arbitration awards under the Arbitration Act are the same as for the setting aside of arbitral awards, with the addition that a party opposing enforcement can argue that (i) the award has not yet become binding on the parties, or (ii) the award has been set aside or suspended by a court of the country in which, or under the law of which, the award was made. These grounds largely overlap with the grounds from the New York Convention.

For the avoidance of doubt, a deciding judge in Croatia should assess the issue of enforcement of a foreign arbitration award from the perspective of the Arbitration Act only if the foreign award was rendered in a country which is not a signatory of the New York Convention or another international agreement regulating enforcement of arbitration awards.

**30. Can an award subject to setting aside proceedings be enforced?**

Yes. Under the Arbitration Act, if proceedings for the setting aside or for the suspension of a foreign award have been initiated before the competent authority, the court to which the request for recognition or enforcement is submitted may, if it considers it appropriate, withhold its decision until the finalisation of the proceedings for setting aside or suspension and may, upon the motion of the party seeking the recognition or enforcement of the award, order the other party to provide appropriate security. This provision mirrors the New York Convention.

**31. Can awards set aside at the seat of arbitration be enforced?**

Under the explicit provisions of the Arbitration Act, Croatian courts are required to refuse the enforcement of a foreign award if it has been annulled in the jurisdiction of its seat. However, since international conventions take precedence over national laws, this issue must be examined not only through the lens of the Arbitration Act but also within the broader framework of Croatian law, including international agreements signed and ratified by Croatia. In this context, it is important to note that the New York Convention provides that courts “may” refuse to recognise and enforce an annulled award, indicating that such refusal is discretionary rather than mandatory. Furthermore, the European Convention on International Commercial Arbitration (1961), which also applies in Croatia and has precedence over the New York Convention as *lex fortior*, stipulates that, in certain circumstances, foreign awards annulled in another signatory state of the European Convention may nonetheless be enforceable.

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## THE ARBITRATION MARKET

### **32. What are the principal arbitral institutions in your jurisdiction?**

In the Republic of Croatia, the principal arbitral institution is the Permanent Arbitration Court at the Croatian Chamber of Economy.

### **33. What is the caseload in these institutions?**

At the Permanent Arbitration Court at the Croatian Chamber of Economy, the number of active cases on 17 October 2024 was 40. Until that day, the court had received 19 cases in 2024.

Statistics on the received cases for the period 2019-2023: in 2019 – 35 cases, in 2020 – 23 cases, in 2021 – 31 cases, in 2022 – 41 cases and in 2023 – 19 cases.

### **34. What are the main hearing centres in your jurisdiction?**

The main hearing center in Croatia is at the seat of the Permanent Arbitration Court at the Croatian Chamber of Economy in Zagreb where 95% of all cases are heard. Other hearing centres are at the county chambers of the Croatian Chamber of Economy in Split, Osijek, Rijeka and Vukovar.





# CZECH REPUBLIC

### **1. Where is the law on arbitration contained?**

Primary source: Act No. 216/1994 Coll., on Arbitration and Enforcement of Arbitral Awards (the “Czech Arbitration Act”).

Additional provisions:

- Act No. 91/2012 Coll., on Private International Law (governs certain aspects of international arbitration).
- Act No. 99/1963 Coll., Civil Procedure Code (to be applied appropriately in cases where arbitration regulations are lacking).

### **2. Is the jurisdiction a Model Law country?**

While the Czech Republic is not officially a Model Law country, the provisions of the Czech Arbitration Act are in fact based on the 1985 version of the Model Law with just a few deviations.

### **3. Are there any notable differences from the Model Law?**

The Czech Arbitration Act provides for the following most notable departures from the Model Law:

- A provision specifically allowing subsidiary use of the Civil Procedure Code in arbitration proceedings.
- The need to attach arbitration rules to the arbitration agreement if the arbitration is not conducted according to the rules of the permanent arbitration court.
- A narrow understanding of the compulsory written form for an arbitration agreement between the parties as opposed to Art. 7 of the 2006 version of the Model Law.
- Arbitrators do not have the right to grant interim measures.
- Arbitration proceedings commence on the day the arbitration claim is delivered to the arbitrator (not the respondent(s)).
- The proceedings are oral unless the parties to the dispute agree otherwise.
- The grounds for setting aside an arbitration award can only be initiated by a party to the arbitration and cannot be initiated by any other person or entity.
- Additional reasons for setting aside or refusing enforcement of an arbitral award:
  - The arbitral award was not decided by a majority of the arbitrators;
  - There are reasons justifying a request to resume civil proceedings.

### **4. Is the jurisdiction a party to the NY Convention?**

Yes, since 10 October 1959 for the former Czechoslovakia and since 30 September 1993 (by succession) for the Czech Republic.

### **5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

No, under the Czech Arbitration Act there is no notable difference in the treatment of domestic and international arbitration seated in the Czech Republic.

### **6. What are the form and content requirements for an arbitration agreement?**

An arbitration agreement must be in written form. However, there is no requirement for both parties' signatures to appear on the same document. The agreement is also valid if concluded via telegraph, telex or any other electronic means that creates a record of its contents and identifies the parties involved.

The Arbitration Act does not contain any compulsory provisions on the content of arbitration agreements. However, an arbitration agreement should always contain the consent of the parties to refer their dispute to arbitration.

### **7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

Businesses cannot conclude arbitration agreements with consumers.

### **8. Are there any restrictions on the subject matter of an arbitration agreement?**

The dispute must concern assets or financial compensation. Otherwise, it will fall under the jurisdiction of the national courts if an arbitration agreement was not concluded or if arbitration of the dispute is permitted by a specific act. The merits of the dispute may be subject to a court settlement and the dispute cannot be between a business and a consumer (a new condition in force since 1 December 2016).

Additionally, a dispute cannot be resolved by an arbitral tribunal if:

- The dispute concerns another dispute that arose in relation to the enforcement of a decision,
- It is an "incidental" dispute, i.e., a dispute that must be resolved in connection with another proceeding in insolvency proceedings.

### **9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

An arbitration agreement binds the parties' legal successors, unless the parties expressly exclude this in the arbitration agreement.

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## APPEARING IN ARBITRATION

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### **10. Are there any restrictions on who can serve as an arbitrator?**

A person who has reached the age of majority with full legal capacity and no criminal conviction can be an arbitrator. A foreign citizen must have capacity to perform legal acts according to the law of their state of citizenship or full legal capacity under Czech law.

### **11. Can foreign qualified attorneys appear as counsel in arbitration seated in the jurisdiction?**

Yes.

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## ASSISTANCE BY COURTS DURING ARBITRATION

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**12. Is there a specialised court/department that has jurisdiction over arbitration-related matters (assistance during arbitration)?**

No.

**13. Can the courts enforce interim measures ordered by arbitral tribunals/emergency arbitrators?**

No, but the courts can decide on interim measures requested by the parties.

**14. Do the courts in your jurisdiction issue anti-suit injunctions?**

No.

**15. Can documents be submitted in a language other than the official language of the court?**

Documents must be submitted in the Czech language. If the original document is in a language other than Czech, the court can request a translation if it does not understand the language.

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## THE SETTING ASIDE OF AWARDS

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**16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards)**

POs (if they affect the parties' economic interests), Partial Awards, Final Awards.

**17. What are the possible grounds for the setting aside of arbitral awards?**

An award may be set aside by a court if:

- The arbitral award was rendered in a matter in which no arbitration agreement can be validly concluded.
- The arbitration agreement is invalid for other reasons, or was cancelled, or does not apply to the subject matter.
- An arbitrator, who was neither supposed to decide under the arbitration agreement nor otherwise called to arbitrate, or lacked the capacity to arbitrate, participated in the arbitration proceedings.
- The arbitral award was not decided by a majority of the arbitrators.
- A party was not provided with the opportunity to have its case heard/presented before the arbitrators.
- The arbitral award orders a party to perform something that was not requested by the claimant or that is impossible or unlawful under domestic (Czech) law.
- There are reasons for which it is possible to request the resumption of civil proceedings.

**18. What is the number of instances available for challenging awards via setting aside proceedings?**

Two (a setting-aside claim and an appeal). Extraordinary appeals can also be filed with the Supreme Court if the appellate court's legal assessment was incorrect.

**19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

Three months from the award being delivered to the party.

**20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

No.

**21. What is the average length of setting aside proceedings?**

Approximately 2.5 years (one or two instances).

**22. What is the applicable court fee in setting aside proceedings (per instance)?**

Fixed court fees according to the fee schedule under Act No. 549/1991 Coll., on Court Fees (in the version valid since 1 July 2024):

- Motion to set aside the arbitral award - CZK 3,000 (approx. EUR 120)
- Appeal against a court decision to set aside the arbitral award - CZK 2,000 (approx. EUR 80).

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

N/A.

**24. Can awards be appealed (on facts and/or law)?**

No. The Czech Arbitration Act provides for a review of the arbitral award by other arbitrators. The review is considerably different from the appeal process. It is permissible only if agreed upon by the parties in the arbitration agreement and forms part of the arbitral proceedings.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

No.

**26. What are the circumstances, if any, where foreign qualified attorneys can appear before a local court in setting aside proceedings?**

Attorneys qualified in the European Union need to be registered as a so-called “Established” European lawyer or “Guesting” European lawyer. Attorneys qualified outside the European Union cannot appear before the local courts.

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## **ENFORCEMENT OF FOREIGN ARBITRATION AWARDS**

**27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

No.

**28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**



N/A.

### **29. What are the grounds for the refusal to enforce arbitration awards?**

For domestic and international awards rendered in the Czech Republic (grounds for staying of enforcement):

- The dispute lacks arbitrability;
- The arbitral award was not issued by a majority of the arbitrators;
- The liable party is forced to comply with impossible, unlawful or un-requested performance ordered by the arbitral award;
- A party obliged to have a legal representative was not represented by such a representative during the arbitration proceedings and that party's acts were not subsequently approved by the relevant person;
- A person who acted on behalf of the party was not authorised to do so and that person's acts were not subsequently approved by the relevant person;
- Enforcement was ordered even though the award had not become enforceable;
- The award was set aside or became ineffective after enforcement was ordered;
- A stay of enforcement was proposed by the party requesting the enforcement;
- The enforcement of the award affects items excluded from enforcement;
- The course of the enforcement proceedings suggests that the potential proceeds will not suffice to cover the costs;
- There is a final and effective decision stipulating that the enforcement affects assets in relation to which a third party has rights prohibiting enforcement;
- The right awarded under the award expired after the award was issued;
- Enforcement of the award is not permissible for another reason prohibiting its enforcement; or
- The obligor deducted an amount stipulated by special laws and regulations from the obligee's financial claim and paid the deducted amount to the competent authority, to the extent required by law.

For arbitration awards issued outside the country, the law provides the following rules (grounds for refusal of enforcement):

- The award is not final and conclusive or enforceable under the laws of the state where it was issued;
- The award has been set aside in the state where it was issued or under the law governing the award;
- The award has a defect that would constitute grounds for setting aside a Czech arbitral award by the courts;
- The award is contrary to public order.

### **30. Can an award subject to setting aside proceedings be enforced?**

Yes.

### **31. Can awards set aside at the seat of arbitration be enforced?**

No.

### **32. What are the principal arbitral institutions in your jurisdiction?**

- The Arbitration Court Attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic;
- The Prague Stock Exchange Arbitration Court;
- The International Arbitration Court in Prague of the Czech Commodity Exchange Kladno.

### **33. What is the caseload in these institutions?**

The Arbitration Court Attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic – 521 cases for the year 2023

The Prague Stock Exchange Arbitration Court – N/A

The International Arbitration Court in Prague of the Czech Commodity Exchange Kladno – N/A.

### **34. What are the main hearing centres in your jurisdiction?**

Prague, Brno.



# ESTONIA

### **1. Where is the law on arbitration contained?**

The Estonian Arbitration Law is contained in Part 14 of the Estonian Code of Civil Procedure (“CCP”, Sections 712 through 758).

### **2. Is the jurisdiction a Model Law country?**

Yes, Estonia is considered a Model Law country as of the entry into force of the CCP in 2006, but has not adopted the amendments from 2006 (e.g., Article 17H).

### **3. Are there any notable differences from the Model Law?**

- a) Pursuant to CCP section 747(4), arbitral proceedings cannot be commenced anew if they are terminated on the grounds that the claimant withdrew the action, the parties agree on the termination of proceedings or the parties fail to participate in the proceedings. The actual effects of this provision have not been tested under the existing case law.
- b) Unlike the wording used in Article 34 of the UNCITRAL Model Law, Estonian courts “shall” set aside an award on any of the grounds listed in CCP sections 751(1) and 751(2) rather than “may” set aside an award on these grounds (see also the answer to question No. 17).
- c) Pursuant to CCP section 751(5), any deviation from the agreement of the parties regarding the composition of the arbitral tribunal or the arbitral procedure is considered a ground for a challenge only if it can be presumed to have significantly influenced the decision of the arbitral tribunal.
- d) Pursuant to CCP section 751(2), an arbitration agreement, arguably, ought to be valid both under Estonian law, if it differs from the law applicable to the arbitration agreement, as well as the law applicable to the arbitration agreement. In practice, very little attention is paid to the law applicable to the arbitration agreement or the fact that it need not necessarily be Estonian law.
- e) Pursuant to CCP section 742(2), the arbitral tribunal should apply Estonian law to the merits of the case in Estonian-seated proceedings if the parties have not agreed on the applicable law and such law does not derive from law either. This is a relatively obscure section and no known court has interpreted it to date, but according to the scholars it could lead to the application of Estonian substantive law (i.e., not the Estonian conflict of law rules) to the merits of a case.

### **4. Is the jurisdiction a party to the NY Convention?**

Yes, since 1993.

### **5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

Estonian arbitration law does not distinguish between arbitration seated in Estonia involving only Estonian parties and arbitration involving foreign parties.

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## **THE ARBITRATION AGREEMENT. ARBITRABILITY**

### **6. What are the form and content requirements for an arbitration agreement?**

Content requirements:

The arbitration agreement must contain the parties' agreement to have existing or future disputes under a specific contractual relationship or an extra-contractual relationship resolved by arbitration.

If a party to the arbitration proceedings is a consumer, the arbitration agreement must provide the consumer's place of residence or work, specified to at least the county level, as the place of arbitration.

Form requirements:

An arbitration agreement must be concluded in a format that allows for repeated written reproduction and include the names of the parties involved, but signatures are not required. The agreement may also be confirmed in writing. Non-compliance with the form requirement does not affect the validity of the arbitration agreement if the parties agree to resolve a dispute through arbitration.

Arbitration agreements with a consumer must be contained in a document bearing the hand-written or digital signature of the consumer. If this condition is not met, the arbitration agreement with a consumer is considered void.

#### **7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

There are no specific restrictions for arbitration agreements. General rules of contract law, including rules on legal capacity, apply. Arbitration agreements with consumers may only be concluded after a specific claim has become due (CCP, section 7181(1)).

#### **8. Are there any restrictions on the subject matter of an arbitration agreement?**

In principle, an arbitration agreement must relate to a pecuniary claim.

An agreement concerning a non-pecuniary claim is valid only if the parties are not prohibited by law from reaching a settlement on the subject matter of the dispute.

An arbitration agreement relating to the following subjects is considered void:

- A dispute concerning the validity or cancellation of a residential lease contract, or the vacating of a residential property located in Estonia;
- A dispute concerning termination of an employment contract;
- A dispute originating from a consumer credit contract.

An arbitration agreement involving a public pecuniary claim (i.e., resulting from an administrative contract) is only permitted if the parties are authorised to enter into an administrative contract concerning the subject matter of the dispute.

The arbitrability of certain types of disputes may be barred or restricted also by specific acts, e.g., there are some specific regulations involving insolvency.

#### **9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

Estonian arbitration law contains no specific provisions in this regard. Estonian case law, though limited, indicates a restrictive approach against ex-



tending the binding effect of an arbitration agreement to third parties and non-signatories.

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## APPEARING IN ARBITRATION

### **10. Are there any restrictions on who can serve as an arbitrator?**

A natural person of full, active legal capacity may be appointed as an arbitrator. Active judges cannot serve as party-appointed arbitrators, but they are often appointed as chairpersons in domestic arbitration. Assistant attorneys-at-law, as opposed to attorneys-at-law, are allowed to serve as arbitrators only with the consent to the Board of the Bar granted for a specific occasion.

### **11. Can foreign qualified attorneys appear as counsel in arbitration seated in the jurisdiction?**

Yes, they can.

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## ASSISTANCE BY COURTS DURING ARBITRATION

### **12. Is there a specialised court / department that has jurisdiction over arbitration related matters (assistance during the arbitration)?**

No, except if the arbitration is seated outside of Estonia, in which case the arbitration-related issues fall under the jurisdiction of the Harju District Court in Tallinn (CCP, section 755(2)).

### **13. Can the courts enforce interim measures ordered by arbitral tribunals/emergency arbitrators?**

Yes, but the court may rephrase the interim relief order if needed to enforce the relief. The party seeking to enforce interim measures must also provide a form of security, which is a precondition of interim relief in court proceedings (CCP, section 731(2)). However, if the arbitral tribunal has already ordered a particular form of security, the party should not be ordered to provide double the security. The court practice in this respect has been contradictory. In some cases, the courts have requested the applicant to pay twice, while in other cases they have not.

### **14. Do the courts in your jurisdiction issue anti-suit injunctions?**

Although the courts may issue any interim measures they see fit, it is very unlikely the courts would issue such injunctions (at least with regard to courts in the EU), as these are generally seen to be incompatible with EU law.

### **15. Can documents be submitted in a language other than the official language of the court?**

As a rule, documents submitted need to be translated into the official language of the court, which is Estonian.

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## THE SETTING ASIDE OF AWARDS

### **16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards)**

Only final awards can be set aside, including partial awards that are final rather than interim awards. There is, however, a specific regulation with regard to preliminary rulings on jurisdiction. Pursuant to section 730 of the CCP, when arbitral jurisdiction is contested, the arbitral tribunal should issue a separate decision concerning the objection. If the arbitral tribunal considers itself to have jurisdiction, a party may challenge such decision in court within 30 days. The challenge does not automatically suspend the arbitration proceedings, but the arbitral tribunal may decide to do so.

#### **17. What are the possible grounds for the setting aside of arbitral awards?**

The grounds for setting aside arbitral awards are exhaustively listed in CCP sections 751(1) and 751(2).

On the petition of a party, the court sets aside an award if the party evidences that:

- a) The legal capacity of the person who concluded the arbitration agreement was limited;
- b) The arbitration agreement is void under Estonian law or the law of another state whose law the parties have agreed to apply to assessing the validity of the agreement;
- c) The party was not duly notified of the appointment of the arbitrator, or of arbitration proceedings, or was unable to present its case due to another reason;
- d) The arbitral tribunal's decision concerns a dispute that was not mentioned in the arbitration agreement or that exceeds the scope determined by the agreement;
- e) The formation of the arbitral tribunal, or the arbitration proceedings, did not comply with the provisions of this part of the CCP or with the agreement that the parties were allowed to conclude, and it may be presumed that this had a material impact on the arbitral tribunal's decision.

The court will also set aside an award, either on the petition of a party or on its own initiative, if it establishes that:

- a) Under Estonian law, the dispute was not arbitrable;
- b) The arbitral tribunal's decision is contrary to the Estonian public order or to good morals.

Unlike the wording used in Article 34 of the UNCITRAL Model Law, under the CCP, the Estonian courts "shall" set aside rather than "may" set aside an award on any of the above grounds.

#### **18. What is the number of instances available for challenging awards via setting aside proceedings?**

Between one and three, depending on the circumstances. Ordinarily, the petition to set aside an award is filed with the court of second instance. The court's decision may only be appealed to the Supreme Court if the court granted the petition to set aside an award. However, an award may also be set aside ex officio by the court of first instance in recognition and enforcement proceedings. Again, only a decision setting aside an award or not recognising it can be appealed to the court of second instance, and subsequently to the Supreme Court.

**19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

The time limit for initiating setting aside proceedings is 30 days following the service of the award. A petition to set the decision aside cannot be filed once the court has recognised the award and declared it enforceable.

**20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

There is no specialised court that has jurisdiction over setting aside proceedings. The petition would need to be filed with the appropriate court of second instance, having territorial jurisdiction over the place of arbitration. There are two such courts in Estonia – the Tallinn Circuit Court and Tartu Circuit Court.

**21. What is the average length of setting aside proceedings?**

There is no publicly available data because the court proceedings in relation to arbitration are not public. However, from experience, it could take from 6 months to 2 years in the court of first instance. Should the petition to set aside (or not to enforce an award) be granted, it could take another year in the court of second instance and a year in the Supreme Court.

**22. What is the applicable court fee in setting aside proceedings (per instance)?**

The court fee for such petition is EUR 70 per instance.

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

There is no publicly available data because such proceedings are not public, but between 2013 to 2020 about 95 petitions were filed with the Tallinn Circuit Court to set aside an award. Out of this number, 50 petitions dealt with so-called “pocket arbitrations” where awards were issued by “permanent arbitration courts” under the control of one party created specifically to deal with cases involving that party. This issue has since been dealt with by changing the law, and all awards, with the exception of two arbitration courts in Estonia, must first be recognised and deemed enforceable by courts to have a legal effect. Of the remaining 43 petitions, 19 proceeded to a substantive ruling by the court and ultimately 6 awards were set aside in that period.

**24. Can awards be appealed (on facts and/or law)?**

No.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

Yes, if it is reasonable, i.e., if the set-aside ground is such that it can be eliminated.

**26. What are the circumstances, if any, where foreign qualified attorneys can appear before a local court in setting aside proceedings?**

In Estonia, a foreign-qualified lawyer may represent a client in court only if he/she is qualified in the EU and appears together with an Estonian-qualified attorney-at-law. A foreign lawyer must also inform the board of the Estonian Bar Association about any such representation in court. A foreign lawyer is

subject to the supervision of the board of the Estonian Bar Association and the Bar's Ethics Tribunal in anything that concerns the legal practice in Estonia. He/she is also simultaneously subject to any home jurisdiction supervision.

In addition, a person who has acquired at least an officially recognised master's degree in law, or an equivalent foreign qualification, may also represent a client, but that requires undergoing an evaluation procedure.

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## **ENFORCEMENT OF FOREIGN ARBITRATION AWARDS**

### **27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

Yes, the Pärnu County Court.

### **28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**

There is no publicly available data because such proceedings are not public, but the general perception is that very few foreign awards have been refused recognition and enforcement.

### **29. What are the grounds for the refusal to enforce arbitration awards?**

The grounds for refusal to enforce an award are the ones that are listed in Article 5 of the New York Convention. For domestic awards, the grounds for refusal to enforce an award are the same as the grounds for setting aside an award (see question 17 above).

### **30. Can an award subject to setting aside proceedings be enforced?**

The enforcement proceedings in such cases are most likely to be stayed due to a special provision in CCP section 754(3), according to which "if a foreign award that has been declared enforceable is revoked in the foreign State, the debtor may file a petition to revoke the declaration of enforceability."

### **31. Can awards set aside at the seat of arbitration be enforced?**

There is no known practice on this issue. However, according to scholars, in light of CCP section 754(3) (see question 30 above), it is unlikely that such awards would be enforced.

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## **THE ARBITRATION MARKET**

### **32. What are the principal arbitral institutions in your jurisdiction?**

The Court of Arbitration of the Estonian Chamber of Commerce and Industry (ECCI) is the main institution in Estonia.

### **33. What is the caseload in these institutions?**

The ECCI handles about 10-15 cases a year.

### **34. What are the main hearing centres in your jurisdiction?**

There are no designated hearing centres in Estonia, but the Öpiku Conference Centre has been used for such purposes.



# HUNGARY



### **1. Where is the law on arbitration contained?**

Act LX of 2017 on Arbitration (the “Hungarian Arbitration Act”).

### **2. Is the jurisdiction a Model Law country?**

Yes (Model Law with the 2006 amendments).

### **3. Are there any notable differences from the Model Law?**

The subject matter scope of the Hungarian Arbitration Act is broader than that of the Model Law. While the latter regulates only international arbitration proceedings, Hungary was the first country in the world to adopt the provisions of the Model Law in respect of both international and domestic arbitration seated in Hungary in the 1994 Act on Arbitration, and this unified regime has been maintained in the current Hungarian Arbitration Act as well.

### **4. Is the jurisdiction a party to the NY Convention?**

Yes, since 1962.

### **5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

No difference. The Hungarian Arbitration Act applies to both domestic and international arbitration seated in Hungary.

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## **THE ARBITRATION AGREEMENT. ARBITRABILITY**

### **6. What are the form and content requirements for an arbitration agreement?**

The form and content requirements for an arbitration agreement under the Hungarian Arbitration Act are based on Option I of Article 7 of the Model Law. Regarding form, the arbitration agreement must be in writing. This requirement is satisfied if the agreement is signed, recorded in a verifiable format (including electronic agreements), acknowledged in arbitration without dispute, or referenced in a contract as a binding clause. Regarding content, the arbitration agreement must include the parties’ agreement to submit to arbitration all or certain disputes that have arisen or may arise between them in connection with a defined legal relationship, whether contractual or non-contractual.

### **7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

No; however, disputes arising from consumer contracts (except for any legal relationship connected with fiduciary asset management contracts) cannot be submitted to arbitration. According to the case law of some lower courts, the insolvency of a party renders the arbitration agreement incapable of being performed. However, this position is debated in legal scholarship, and the Hungarian Supreme Court is yet to issue a definitive ruling on the matter.

### **8. Are there any restrictions on the subject matter of an arbitration agreement?**

Yes. According to the Hungarian Arbitration Act, the following types of disputes are non-arbitrable: i) disputes under consumer contracts, except fiduciary asset management, ii) personal status claims and family matters (divorce,

parental rights, etc.), iii) disputes regarding certain personality rights (e.g., press remedies), iv) judicial enforcement disputes, v) employment disputes, and vi) administrative law lawsuits.

**9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

Hungarian courts are generally reluctant to extend the personal scope of an arbitration agreement to non-signatories. However, there are some exceptions where, based on the specific circumstances of a particular case, courts have bound non-signatories to an arbitration agreement. For example, Hungarian courts have extended the negative effect of an arbitration clause in a travel contract concluded by a wife to her husband, preventing him from suing the travel agency in court. In another case, the arbitration clause in a contract concluded by sole entrepreneurs was extended to the limited partnership they later established for the same activity when the partnership initiated litigation. However, these remain isolated cases and should be seen as exceptions rather than a shift in judicial practice.

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## **APPEARING IN ARBITRATION**

**10. Are there any restrictions on who can serve as an arbitrator?**

Any person can serve as arbitrator who i) is above 21 years old, ii) has not been deprived of his/her civil rights by a final court ruling, iii) has not been given a prison sentence by a court in a final ruling, until exempted from the consequences of having a criminal record, iv) is not under guardianship or supported decision-making affecting his/her capacity to take legal action, v) is not prohibited from practising a profession that requires a university law degree, or vi) a court has not placed on probation by a final ruling during the probationary period.

**11. Can foreign qualified attorneys appear as counsel in arbitration seated in the jurisdiction?**

Yes.

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## **ASSISTANCE BY COURTS DURING ARBITRATION**

**12. Is there a specialised court / department that has jurisdiction over arbitration related matters (assistance during the arbitration)?**

No.

**13. Can the courts enforce interim measures ordered by arbitral tribunals/ emergency arbitrators?**

Yes.

**14. Do the courts in your jurisdiction issue anti-suit injunctions?**

No.

**15. Can documents be submitted in a language other than the official language of the court?**

No. A Hungarian translation is always required.

### **16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards).**

Partial Awards/Final Awards.

### **17. What are the possible grounds for the setting aside of arbitral awards?**

An award may be set aside by the court if:

- One of the parties entering into the arbitration court contract did not have the legal capacity or capacity to proceed under the law; or the arbitration court contract is not effective in accordance with the rules of the law it was subjected to or, in the absence of such subjection, in accordance with Hungarian law;
- A party was not properly notified of the appointment of the arbitrator and of the procedure of the arbitration panel, or otherwise he was not able to submit his case;
- The arbitration award extends to a dispute that was not considered in or falls outside the submission to arbitration, or contains a decision beyond the scope of such submission, providing that if the cases submitted and not submitted can be separated from each other, the reversal of the arbitration award may only be requested with respect to the decision adopted on the part outside the submission;
- The composition of the arbitration panel or the arbitration proceedings did not comply with the parties' agreement - except when the agreement is contrary to an obligatorily applicable rule of this Act - or in the absence of such an agreement did not comply with the provisions of the Arbitration Act;
- The subject of the dispute may not be referred to arbitration in accordance with Hungarian law;
- The arbitration award is in conflict with Hungarian public order;
- The arbitration court did not evaluate the content of the expert opinion made by the Expert Body for Performance Certification, attached by any of the parties, to the extent of the reasons for evaluating or disregarding it as evidence, in its award on the merits.

Note: A party must promptly raise any violation invoked as grounds for the annulment of the award already during the arbitration proceedings if it was aware of it at the time. Failure to do so will be deemed a waiver of the right to seek annulment of the award.

### **18. What is the number of instances available for challenging awards via setting aside proceedings?**

1+1 (The Metropolitan Court of Budapest decides the case with a non-appealable, final decision. This decision can be challenged only in the Supreme Court in extraordinary review proceedings based on error in law.)

### **19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

60 days from the delivery of the award.

### **20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

Yes, the Metropolitan Court of Budapest has exclusive jurisdiction in setting aside proceedings.

**21. What is the average length of setting aside proceedings?**

No official statistics are available regarding this question.

**22. What is the applicable court fee in setting aside proceedings (per instance)?**

The court fee is calculated progressively based on the case value, ranging from a fixed amount of HUF 18,000 for cases with a value of up to HUF 300,000 to a base fee plus a percentage for higher amounts. The court fee is calculated progressively based on the case value, starting at 4.5% for amounts over HUF 300,000 and gradually decreasing to 0.5% for values exceeding HUF 500 million. For values exceeding HUF 500 million, the fee is HUF 8,289,500 plus 0.5% of the excess.

In proceedings to annul an arbitral award or settlement, the court fee is determined based on the case value set in the arbitral decision or, if absent, according to legal provisions. If the case value cannot be determined otherwise, the fee calculation is based on fixed amounts depending on the court level:

- Regional Court: HUF 600,000 (first-instance litigation)
- Supreme Court (Kúria): HUF 700,000 (review and uniformity procedure)

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

No official statistics are available regarding this question.

**24. Can awards be appealed (on facts and/or law)?**

No.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

Yes, at the justified request of any of the parties, the court may stay the set-aside proceeding for a maximum of ninety days to enable the arbitration panel to reopen the arbitration proceedings (with limited scope) or take procedural action by which the grounds for setting aside the award can be eliminated.

**26. What are the circumstances, if any, where foreign qualified attorneys can appear before a local court in setting aside proceedings?**

Foreign qualified attorneys cannot represent clients in setting-aside proceedings in Hungary.

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## **ENFORCEMENT OF INTERNATIONAL ARBITRATION AWARDS**

**27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

No.

**28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**

No official statistics are available regarding this question.

**29. What are the grounds for the refusal to enforce arbitration awards?**

If the seat of arbitration was in Hungary, a court may refuse enforcement of the arbitration award if it deems that:

- a) The subject of the dispute cannot be referred to arbitration under Hungarian law, or
- b) The arbitration award is in conflict with Hungarian public order.

If the seat of arbitration was not in Hungary, in most cases award recognition and enforcement are governed by the European Arbitration Convention of 1961 and the New York Convention; therefore, the grounds for refusing to recognise and enforce an award set forth in those conventions apply accordingly.

**30. Can an award subject to setting aside proceedings be enforced?**

Yes.

**31. Can awards set aside at the seat of arbitration be enforced?**

No.

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**THE ARBITRATION MARKET**

**32. What are the principal arbitral institutions in your jurisdiction?**

- The Permanent Arbitration Court attached to the Hungarian Chamber of Commerce and Industry (HCAC);
- The Court of Arbitration attached to the Hungarian Agricultural Chamber;
- The Court of Arbitration of Sport.

**33. What is the caseload in these institutions?**

Reliable statistics are available only in respect of the HCAC. Between 2018-2023, it handled on average approx. 80 cases per year.

**34. What are the main hearing centres in your jurisdiction?**

Budapest.







# KOSOVO

**1. Where is the law on arbitration contained?**

The Law No. 02/L-075 on Arbitration governs arbitration and the recognition and enforcement of arbitration awards made inside and outside of Kosovo. It entered into force following its publication in the Official Gazette on 10 September 2008.

**2. Is the jurisdiction a Model Law country?**

Yes (1985 version).

**3. Are there any notable differences from the Model Law?**

No.

**4. Is the jurisdiction a party to the NY Convention?**

Yes.

**5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

Yes, there are differences regarding the enforcement of foreign arbitral awards. Specifically, the law requires recognition of foreign awards before enforcement, while domestic awards are enforceable once declared enforceable by the court.

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**THE ARBITRATION AGREEMENT. ARBITRABILITY**

**6. What are the form and content requirements for an arbitration agreement?**

An arbitration agreement must be in writing, which can be fulfilled through an exchange of written or electronic communications, or if referenced in relevant legal documents.

**7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

If a consumer is involved, the agreement is valid only if personally signed by all the parties or with an electronic signature that meets legal standards.

**8. Are there any restrictions on the subject matter of an arbitration agreement?**

All disputes related to civil and economic matters may be arbitrated, provided that there is an arbitration agreement between the parties indicating consent to arbitration.

**9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

No.

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**APPEARING IN ARBITRATION**

**10. Are there any restrictions on who can serve as an arbitrator?**

No. The law simply requires that due regard be paid to the qualifications an

arbitrator pursuant to the arbitration agreement.

**11. Can foreign qualified attorneys appear as counsel in arbitrations seated in the jurisdiction?**

Yes. Although the Law on the Bar mandates that any attorney appearing in a legal proceeding or providing legal advice in Kosovo must be qualified or licensed by the Kosovo Bar, the Law on Arbitration grants parties broad discretion to appoint their own representative or counsel. Through a power of attorney, this representative can be given full rights to act in the arbitration.

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**ASSISTANCE BY COURTS DURING ARBITRATION**

**12. Is there a specialised court/department that has jurisdiction over arbitration-related matters (assistance during arbitration)?**

Yes, Commercial Court.

**13. Can the courts enforce interim measures ordered by arbitral tribunals/emergency arbitrators?**

Yes, the court can enforce interim measures, provided the party seeking enforcement has not simultaneously applied to the court for a separate interim measure.

**14. Do the courts in your jurisdiction issue anti-suit injunctions?**

No.

**15. Can documents be submitted in a language other than the official language of the court?**

No. A translation in one of the official languages in Kosovo is required.

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**THE SETTING ASIDE OF AWARDS**

**16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards)**

The provisions governing the setting aside of awards apply broadly to arbitral awards in general. The law defines an “award” as any order issued by the arbitral tribunal—whether interim, partial, procedural, substantive, or final, including those related to costs. This grants the court power to set aside a wide range of awards, including, for example, partial or interim awards.

**17. What are the possible grounds for the setting aside of arbitral awards?**

- a) A party to the arbitration agreement did not have the capacity to act;
- b) The arbitration agreement is not valid under the law determined as applicable by the parties or the arbitral tribunal or, in the absence of such determination, under the law applicable in Kosovo;
- c) The party was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case;
- d) The award deals with an issue not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration,

provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be recognised and enforced;

- e) The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the provisions of the law or a valid arbitration agreement, under the condition that such defect had an impact on the arbitral award;
- f) The arbitration is prohibited by law;
- g) The enforcement of the award leads to a result which is in conflict with public policy (ordre public).

**18. What is the number of instances available for challenging awards via setting aside proceedings?**

The set-aside procedure involves two levels of review within the Commercial Court: an initial application is filed with the court of first instance, followed by the option to appeal to the appellate level of the Commercial Court.

**19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

Within 90 days of receiving the award subject to set-aside proceedings, unless the parties have agreed to a different timeframe.

**20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

Yes, the Commercial Court.

**21. What is the average length of setting aside proceedings?**

The average duration of set aside proceedings is between 6 months and 1½ years.

**22. What is the applicable court fee in setting aside proceedings (per instance)?**

Court fees are set by the Court Fees Act and vary according to the claim amount. They begin at 20 euros and can rise to 150 euros for disputes exceeding 100,000 euros, with an extra charge of 0.5% for each additional 1,000 euros beyond that threshold.

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

While precise data is lacking, local courts are generally viewed as arbitration-friendly and seldom set aside arbitral awards. The rate of set-aside is estimated to be below 20%.

**24. Can awards be appealed (on facts and/or law)?**

No.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

Yes.

**26. What are the circumstances, if any, where foreign qualified attorneys can appear before a local court in setting aside proceedings?**

A foreign-qualified attorney is not permitted to appear before the local court unless they are registered or accredited with the Kosovo Bar.

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**ENFORCEMENT OF FOREIGN ARBITRATION AWARDS**

**27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

Yes, Commercial Court.

**28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**

Although exact data is unavailable, local courts are generally regarded as arbitration-friendly and tend to enforce awards.

**29. What are the grounds for the refusal to enforce foreign arbitration awards?**

- a) A party to the arbitration agreement, under the law applicable to this agreement, did not have the capacity to act; or the arbitration agreement was not valid under the law determined as applicable by the parties or, in the absence of such determination, under the applicable law in the territory where the award was made;
- b) The party against whom the award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present its case;
- c) The award deals with an issue not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be recognised and enforced;
- d) The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the law applicable to it;
- e) The award has not yet become binding on the parties or has been set aside or suspended by a competent authority of the territory in which, or under the law of which, the award was made.

Enforcement may also be refused if the Court finds that:

- a) The subject matter is not capable of settlement by arbitration under the applicable law in Kosovo;
- b) The recognition or enforcement of the award would be contrary to the public policy (ordre public) of Kosovo.

**30. Can an award subject to setting aside proceedings be enforced?**

No.

**31. Can awards set aside at their seat be enforced?**

Yes.

### **32. What are the principal arbitral institutions in your jurisdiction?**

- The Kosovo Permanent Tribunal of Arbitration, within the Kosovo Chamber of Commerce;
- The Arbitration Center, within the American Chamber of Commerce in Kosovo.

### **33. What is the caseload in these institutions?**

Although exact data is not accessible, the Kosovo Permanent Tribunal of Arbitration handled approximately 10 cases in 2023 and registered 7 cases in 2024. No official data is available on the caseload of the Arbitration Center within the American Chamber of Commerce. However, informal sources indicate that it handles no more than 10 cases annually.

### **34. What are the main hearing centres in your jurisdiction?**

Both institutions mentioned above provide their own hearing centres.





# LATVIA

### **1. Where is the law on arbitration contained?**

The law on arbitration is located in the Arbitration Law (effective 1 January 2015, most recent amendments dated 4 July 2024) and the Civil Procedure Law (effective 1 March 1999, most recent amendments dated 4 July 2024).

### **2. Is the jurisdiction a Model Law country?**

No, Latvia is formally not a Model Law country. However, following the 2024 amendments, it now largely complies with the standards of the 2006 version of the Model Law.

### **3. Are there any notable differences from the Model Law?**

Although the main features and elements of the Model Law are reflected in Latvian arbitration law, the structure of the Model Law is not followed and the Arbitration Law and the Civil Procedure Law are more detailed, and in particular more elaborately regulate the establishment and operation of arbitral institutions.

### **4. Is the jurisdiction a party to the NY Convention?**

Yes, since 1992.

### **5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

There are minor differences, for example: (1) different time limits for filing arbitration requests if Latvian courts have secured the claim prior to its filing (30 days if the request for arbitration is filed in Latvia; 60 days if filed abroad); (2) enforcement of foreign arbitral awards under the NY Convention, while domestic awards are enforced under the Civil Procedure Law; and (3) in domestic proceedings, if a request for enforcement is submitted while a request for setting aside is pending, both proceedings are joined and the court will issue a single decision regarding both requests.

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## **THE ARBITRATION AGREEMENT. ARBITRABILITY**

### **6. What are the form and content requirements for an arbitration agreement?**

The arbitration agreement must be concluded (and also amended/terminated) in writing. An arbitration agreement is deemed to be in writing also if it is contained in an exchange of statements of claim and defence in which the existence of an agreement is alleged by one party and not denied by the other. The Arbitration Law provides additional elements that parties may choose to include in the arbitration agreement (such as the place, language, number of arbitrators, cost allocation, etc.).

The 2024 amendments to the Arbitration Law did away with the onerous requirement that an arbitration agreement concluded via electronic means needs to be signed with a secure electronic signature. Now a simple exchange of electronic communications will suffice to prove a concluded arbitration agreement.

### **7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

Any natural or legal person (including legal persons governed by public law, but acting in a private capacity) may conclude an arbitration agreement. Domestic arbitration agreements may not be entered into by state or municipal organs.

### **8. Are there any restrictions on the subject matter of an arbitration agreement?**

The Arbitration Law provides a defined list of non-arbitrable matters:

- Disputes that may infringe upon the rights of non-signatories;
- Disputes where one of the parties is a state or municipal organ, or where the arbitral award could infringe upon the rights of a state or municipal organ;
- Disputes pertaining to entries in civil registers;
- Disputes regarding rights and obligations of persons under guardianship or trusteeship;
- Disputes over the establishment, alteration or termination of rights in rem, provided that a party to the dispute is a person whose rights to acquire ownership, possession or use of an immovable property have been restricted;
- Eviction disputes (natural persons);
- Employment disputes;
- Insolvency disputes; and
- Disputes with regard to which the Civil Procedure Law provides for a special procedure (adoption, trusteeship and inheritance, among others).

Therefore, generally, arbitration agreements may only be entered into in relation to civil disputes. Neither criminal nor administrative disputes can be referred to arbitration.

### **9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

No. An arbitration agreement binds solely its signatories. Generally, no court practice has developed in relation to the various extension theories (agency, apparent authority, group of companies, etc.).

However, rather uniquely, confirming a long-standing Latvian court practice, the Arbitration Law provides that, in case of an assignment of a claim, the assignee only receives the right to pursue a claim against a debtor, but not the arbitration agreement included in the underlying contract. In practice, this means that, even if the underlying contract between the assignor and the debtor contains an arbitration agreement, upon assignment of a claim, the assignee may not invoke it and must enforce its rights in court.

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## **APPEARING IN ARBITRATION**

### **10. Are there any restrictions on who can serve as an arbitrator?**

Any adult can serve as an arbitrator, except for individuals who (i) are under legal guardianship; (ii) lack a flawless reputation; and (iii) did not pursue higher education.

For a potential arbitrator to be included in the list of arbitrators of any Latvian arbitral institution or to be appointed by a court (if such a need arises), the individual must also have no criminal record and must not have been declared insolvent in the previous five years.

**11. Can foreign qualified attorneys appear as counsel in arbitration seated in the jurisdiction?**

Yes. Latvian law does not impose any nationality requirements for counsel.

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**ASSISTANCE BY COURTS DURING ARBITRATION**

**12. Is there a specialised court/department that has jurisdiction over arbitration-related matters (assistance during arbitration)?**

No.

**13. Can the courts enforce interim measures ordered by arbitral tribunals/emergency arbitrators?**

No. Only the courts can issue enforceable interim measures. There are no prohibitions, however, on arbitral tribunals or emergency arbitrators issuing interim measures that the parties can comply with voluntarily or that can be enforced abroad. In other words, interim measures ordered by arbitral tribunals are not enforceable. Upon the request of the parties, the arbitral tribunal must request the assistance of a court in this regard.

**14. Do the courts in your jurisdiction issue anti-suit injunctions?**

No. Anti-suit injunctions are not available under Latvian law.

**15. Can documents be submitted in a language other than the official language of the court?**

No. Submissions and accompanying evidence must be submitted to the courts in Latvian.

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**THE SETTING ASIDE OF AWARDS**

**16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards)**

Final awards can be set aside in Latvia. Certain types of partial awards, for example, on jurisdiction, can also be challenged before courts. Certain decisions of the arbitral tribunal, such as on the challenge and replacement of arbitrators, can be reviewed by courts, reassessing the findings of the arbitral tribunal.

**17. What are the possible grounds for the setting aside of arbitral awards?**

An arbitral award may be set aside by a court if the party making the request furnishes proof that:

- a) A party to the arbitration agreement was incapacitated in some way or the arbitration agreement is not valid;
- b) The arbitrating party was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case;
- c) The award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or contains decisions on matters beyond the scope of the submission to arbitration;
- d) The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such

agreement was in conflict with a provision of law from which the parties cannot derogate.

An arbitral award may be set aside by the court ex officio if:

- a) The subject matter of the dispute is non-arbitrable;
- b) The award is contrary to public policy.

**18. What is the number of instances available for challenging awards via setting aside proceedings?**

Generally, two. Notably, however, only the court's decision rejecting the application to set aside an arbitral award may be appealed to the competent regional court. The same applies to a court's refusal to recognise and enforce an arbitral award. No further appeal to the Supreme Court is possible.

**19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

30 days from the date of the arbitral award or the date of the supplementary award. The time limit is calculated from the date of the signature of the arbitral award.

**20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

No.

**21. What is the average length of setting aside proceedings?**

The remedy of setting aside was introduced only in July 2024. No case law has developed yet. However, the expectation is for setting aside proceedings to be swift due to the strict procedural deadlines provided (30 days from the award date for filing an application; 20 days for the opposing party to furnish its explanations; and a further 20 days for the court to make a decision). However, if the court deems that an oral hearing is necessary, the proceedings will likely take longer.

**22. What is the applicable court fee in setting aside proceedings (per instance)?**

In the first instance, the court fee is set at 1% of the claim amount, but cannot exceed EUR 285. On appeal, the court fee is fixed at EUR 70.

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

Since the remedy of setting aside awards was introduced only in July 2024, no case law has developed yet.

**24. Can awards be appealed (on facts and/or law)?**

No.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

No.

**26. What are the circumstances, if any, where foreign qualified attorneys can appear before a local court in setting aside proceedings?**

There are no restrictions, as any party can be represented not only by a qualified attorney, but by any authorised person. Attorneys qualified in any European Union member state may appear before Latvian courts after notifying the Latvian Bar Association of their intent to appear before a Latvian court. However, set-aside proceedings, like any other proceedings before Latvian courts, are conducted only in Latvian.

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**ENFORCEMENT OF FOREIGN ARBITRATION AWARDS**

**27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

No.

**28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**

Available data does not distinguish between domestic and foreign arbitral awards. Statistically, since 2014, local courts have refused to enforce approximately 10% of all arbitral awards.

**29. What are the grounds for the refusal to enforce arbitration awards?**

The grounds to be proved by the party objecting to the recognition and enforcement of an arbitral award are:

- a) A party to the arbitration agreement was somehow incapacitated, or the arbitration agreement is not valid;
- b) The arbitrating party was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case;
- c) The award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or contains decisions on matters beyond the scope of the submission to arbitration;
- d) The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of law from which the parties cannot derogate;
- e) The award has not yet become binding on the parties, or has been set aside in the country in which, or under the law of which, that award was made.

The grounds that can be invoked by the court ex officio are:

- a) The subject matter of the dispute is non-arbitrable;
- b) The award is contrary to public policy.

**30. Can an award subject to setting aside proceedings be enforced?**

In domestic proceedings, if a request for enforcement is submitted while a request for setting aside is pending, both proceedings are joined and the court will issue a single decision regarding both requests. If, however, setting aside proceedings are pending before a foreign court, Latvian courts are not obliged to stay the enforcement of the award pending completion of the

foreign setting aside proceedings. It is up to the court to decide what effect foreign setting aside proceedings will have on the enforcement of the award.

**31. Can awards set aside at the seat of arbitration be enforced?**

Yes. Latvian courts are not obliged to refuse the enforcement of an award if the award has been set aside at the seat of arbitration. It is up to the court to decide what effect setting aside will have on the enforcement of the award.

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**THE ARBITRATION MARKET**

**32. What are the principal arbitral institutions in your jurisdiction?**

The Court of Arbitration of the Latvian Chamber of Commerce and Industry (LCCI) and the Baltic International Arbitration Court (BIAC).

**33. What is the caseload in these institutions?**

There are no official statistics published by the arbitral institutions themselves. Based on our experience, we estimate that, on average, both institutions handle 80 – 100 cases per year.

**34. What are the main hearing centres in your jurisdiction?**

There are no specific hearing centres in Latvia. Arbitral institutions maintain their own hearing facilities.





# LITHUANIA

### **1. Where is the law on arbitration contained?**

Arbitration in Lithuania is governed by the Commercial Arbitration Act of the Republic of Lithuania (the "Arbitration Act").

### **2. Is the jurisdiction a Model Law country?**

Yes, Lithuania implemented the 2006 Model Law, including provisions on interim measures.

### **3. Are there any notable differences from the Model Law?**

There are no significant differences. However, the Arbitration Act has a separate article dealing with permanent arbitral institutions and additional clauses dealing with bankruptcy situations, as well as termination of arbitration.

### **4. Is the jurisdiction a party to the NY Convention?**

Yes, since 1995.

### **5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

There are no differences between the treatment of domestic and international arbitration under Lithuanian Law.

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## **THE ARBITRATION AGREEMENT. ARBITRABILITY**

### **6. What are the form and content requirements for an arbitration agreement?**

The Arbitration Act mimics the provisions of the Model Law in terms of the form and content requirements for an arbitration agreement (option I of Article 7 of the Model Law).

Namely, the Arbitration Act provides that an arbitration agreement may be in the form of an arbitration clause written in a contract or in the form of a separate agreement between the parties. The written form requirement is fulfilled if the arbitration clause is:

- a) Executed as a joint document signed by the parties; or
- b) Concluded in an exchange by the parties of letters, which may be transmitted by electronic communication means, provided that the integrity and authenticity of information so transmitted is ensured, or by way of other documents recording the fact of entering into such an agreement; or
- c) Concluded by using electronic communication means, provided that the integrity and authenticity of information so transmitted is ensured and the content of the transmission is made available for later access; or
- d) The parties submit to each other a statement of claim and a statement of defence in which the existence of the arbitration agreement is alleged by one party and not denied by another; or
- e) There is other written evidence of the parties entering into or acknowledging an arbitration agreement.

The Arbitration Act also stipulates that a reference in a contract between the parties to a document containing an arbitration clause will constitute an

arbitration agreement provided that the contract or document is in conformity with the requirements set out above in relation to the form of an agreement.

In terms of the content of the arbitration agreement, the Arbitration Act prescribes that an arbitration agreement is an agreement between two or more parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not, and which may be subject to arbitral proceedings.

#### **7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

For employment and consumer disputes, employees and consumers may enter into an arbitration agreement only after the dispute has arisen. The Arbitration Act provides a limitation which is heavily criticised in the doctrine: disputes may not be submitted to arbitration where one of the parties to a dispute is a state or municipal enterprise, including a state or municipal institution or organisation, with the exception of the Bank of Lithuania, unless prior consent to an arbitration agreement has been given by the founder of the enterprise, institution or organisation. However, the government of the Republic of Lithuania or an authorised state institution may, in accordance with the regular procedure, enter into an arbitration agreement concerning disputes arising out of commercial contracts concluded by the government or a state-authorised institution.

#### **8. Are there any restrictions on the subject matter of an arbitration agreement?**

According to the Arbitration Act, any commercial disputes may be submitted to arbitration. The Arbitration Act provides a very broad notion of commercial disputes: any disagreement of the parties over a fact and/or matters of law arising out of contractual or non-contractual legal relations, including but not limited to the supply of goods or services, distribution, commercial agency, factoring, lease, contracting, consulting, engineering services, licensing, investment, financing, banking, insurance, concession, creation and involvement in a joint venture, any other type of industrial or business cooperation, payment of damages caused by breach of rules of competition law, contracts concluded on the basis of public procurement, or carriage of goods or passengers by air, sea or road.

Administrative, constitutional, family and bankruptcy cases, as well as cases arising out of the registration of IP rights are not arbitrable. Some additional restrictions were also developed in case law. For instance, the Supreme Court of Lithuania has stated that disputes related to the investigation of a legal person's activities are not arbitrable. The same applies to certain disputes arising out of the public procurement procedures (primarily those relating to the change of key terms of a public procurement tender).

#### **9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

The Arbitration Act is silent on non-signatories; however, Lithuanian case law sets forth the criteria for non-signatories to be bound by an arbitration agreement: "In principle, there are only a few cases in which a person can be deemed to have consented by his conduct to an arbitration agreement that they did not sign. First, such consent is possible when a person, by a separate agreement, takes over the rights and obligations of one of the parties to a contract in a specific contract that contains an arbitration clause. The

general principle that when transferring rights under the main contract, the person replacing the party to the main contract is also bound by the terms of the contract, which determine the jurisdiction of disputes arising from the contract, has been noted in its practice by the Supreme Court of Lithuania [...]. Secondly, cases where a person has subsequently agreed to refer disputes to arbitration can be considered as a person's implied consent to specific arbitration. For example, a person may be considered to have consented to arbitrate a dispute when, after the commencement of an arbitration process related to the person's interests, the person appointed a representative and participated in an arbitration court hearing. Such a person would lose the right to later challenge the decision of the arbitral tribunal on the grounds that the arbitral tribunal had no jurisdiction over the dispute. Third, a person who has not signed an arbitration agreement may be deemed to have agreed to arbitrate a dispute when the arbitration agreement or contract containing an arbitration clause was entered into by a legal representative of the person and the representative acted in accordance with their mandate. Fourth, when an arbitration agreement binds one legal entity, it can be considered that another person closely related to it has also agreed to the resolution of a specific dispute by an arbitration tribunal" (Ruling of the Supreme Court of Lithuania in the civil case No. 3K-3-171/2014, dated 2 April 2014).

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## APPEARING IN ARBITRATION

### **10. Are there any restrictions on who can serve as an arbitrator?**

The general rule is that any person can serve as an arbitrator. However, acting judges can serve as arbitrators only on a free-of-charge basis.

### **11. Can foreign qualified attorneys appear as counsel in arbitration seated in the jurisdiction?**

Yes, there is no qualification restriction preventing foreign counsel from appearing in arbitration seated in Lithuania.

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## ASSISTANCE BY COURTS DURING ARBITRATION

### **12. Is there a specialised court / department that has jurisdiction over arbitration related matters (assistance during the arbitration)?**

Yes, the Vilnius District Court (for assistance in arbitration matters) and Lithuanian Court of Appeal (for setting aside and recognising awards).

### **13. Can the courts enforce interim measures ordered by arbitral tribunals/emergency arbitrators?**

Yes.

### **14. Do the courts in your jurisdiction issue anti-suit injunctions?**

No.

### **15. Can documents be submitted in a language other than the official language of the court?**

No.

### **16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards).**

Partial awards (including awards on jurisdiction), including awards on interim measures, can be set aside. POs are not likely to be subject to setting aside procedures.

### **17. What are the possible grounds for the setting aside of arbitral awards?**

The Arbitration Act prescribes the following grounds for setting aside awards, mimicking the NY Convention and the Model Law:

- a) A party to an arbitration agreement, according to laws applicable to it, was legally incapable of entering into an agreement or the arbitration agreement is not valid under the laws applicable according to the agreement of the parties, or, in the absence of such an agreement, according to the laws of the state in which the arbitral award was made; or
- b) The party against which the arbitral award is intended to be relied upon was not duly notified of the appointment of an arbitrator or the arbitral proceedings or was not otherwise provided an opportunity to present its case; or
- c) The arbitral award was issued in relation to a dispute or part thereof which was not submitted to arbitration. If the part of the dispute which was submitted to arbitration may be separated, that part of the arbitral award that resolves matters submitted to arbitration may be recognised and executed; or
- d) The composition of an arbitral tribunal or arbitral proceedings do not conform to the agreement of the parties and/or the mandatory provisions of the Arbitration Act; or
- e) The dispute may not be submitted to arbitration according to the laws of the Republic of Lithuania; or
- f) The arbitral award is in conflict with the public policy of the Republic of Lithuania.

### **18. What is the number of instances available for challenging awards via setting aside proceedings?**

Two instances: the Lithuanian Court of Appeal and Supreme Court of Lithuania. The second instance is only available upon permission of the Supreme Court, which is only granted in exceptional cases, such as matters requiring clarification of the points of law.

### **19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

The Lithuanian Court of Appeal will refuse to consider an appeal filed one month after the date of the arbitral award.

### **20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

The Lithuanian Court of Appeal is the court that rules on applications for setting aside awards.

**21. What is the average length of setting aside proceedings?**

Around 3-9 months.

**22. What is the applicable court fee in setting aside proceedings (per instance)?**

There is a fixed court fee of EUR 500.

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

There are no official statistics, but we estimate that it is not more than 2%.

**24. Can awards be appealed (on facts and/or law)?**

Arbitration awards cannot be appealed under Lithuanian law.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

The Arbitration Act allows remission. Upon receipt of an appeal of an arbitral award, the Lithuanian Court of Appeal may, by its reasoned order, if so requested by a party to a dispute, suspend proceedings in relation to the setting aside of the arbitral award in order to enable an arbitral tribunal to resume the arbitral proceedings or take other actions which would, in the opinion of the Lithuanian Court of Appeal, eliminate the basis for setting aside the arbitral award.

**26. What are the circumstances, if any, where foreign qualified attorneys can appear before a local court in setting aside proceedings?**

Usually, setting aside proceedings are written. They must be in Lithuanian and the request must be signed either by the parties directly or by the local counsel. Thus, only attorneys qualified to work in Lithuania can appear before a local court in setting aside proceedings.

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**ENFORCEMENT OF INTERNATIONAL ARBITRATION AWARDS**

**27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

The Lithuanian Court of Appeal has such jurisdiction.

**28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**

There are no official statistics, but we estimate that it is not more than 5%.

**29. What are the grounds for the refusal to enforce arbitration awards?**

The Arbitration Act prescribes that an arbitral award issued in any state which is a party to the NY Convention should be recognised and enforced in the Republic of Lithuania according to the provisions of the Act and the NY Convention. Thus, in terms of the recognition of awards, the Arbitration Act refers to the provisions of the NY Convention.

**30. Can an award subject to setting aside proceedings be enforced?**



Yes, but the Lithuanian Court of Appeal can suspend recognition/enforcement proceedings under Article 6 of the NY Convention.

**31. Can awards set aside at the seat of arbitration be enforced?**

In theory, yes. However, there is no case law on this issue yet.

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**THE ARBITRATION MARKET**

**32. What are the principal arbitral institutions in your jurisdiction?**

The principal arbitral institution in Lithuania is the Vilnius Court of Commercial Arbitration.

**33. What is the caseload in these institutions?**

Around 30 cases per year.

**34. What are the main hearing centres in your jurisdiction?**

The Vilnius Court of Commercial Arbitration has a hearing room. There are no specialised centres for arbitral hearings in Lithuania.



# MOLDOVA

### **1. Where is the law on arbitration contained?**

Moldova's law on arbitration comprises the following statutes: (i) Law No. 23/2008 on arbitration ("Law No. 23"); (ii) Law No. 24/2008 on international commercial arbitration ("Law No. 24"); and (iii) the Code of Civil Procedure (in matters of setting aside, and in matters of recognition and enforcement of foreign arbitral awards) (together, the "Arbitration Law").

### **2. Is the jurisdiction a Model Law country?**

Law No. 24 incorporates the 1985 version of the Model Law.

### **3. Are there any notable differences from the Model Law?**

No.

### **4. Is the jurisdiction a party to the NY Convention?**

Yes, since 1998.

### **5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

Under the Arbitration Law: (i); there are different regimes applicable to the form of the arbitration agreement, depending on whether the arbitration is domestic or international (see #6 below); (ii) in the case of domestic arbitration, Law No. 23 contains express provisions concerning the arbitrability of certain disputes (see #8 below); and (iii) the Arbitration Law provides a six-month deadline for issuing an arbitral award in domestic arbitration.

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## **THE ARBITRATION AGREEMENT. ARBITRABILITY**

### **6. What are the form and content requirements for an arbitration agreement?**

For domestic arbitration, the arbitration agreement must be in writing in order to be valid (*ad validitatem*). For international commercial arbitration, Law No. 24 implements Article 7 (Option I) of the Model Law, meaning that the written form of the arbitration agreement is provided only as proof of the agreement.

### **7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

Consumers who have not individually negotiated the arbitration agreement may request that it be deemed invalid on the grounds of it being abusive. Disputes with debtors undergoing insolvency proceedings fall within the exclusive jurisdiction of the courts.

### **8. Are there any restrictions on the subject matter of an arbitration agreement?**

Law No. 23 provides that family law disputes, claims arising from residential lease agreements (including disputes concerning the formation, validity, termination, or qualification of such contracts), and property claims and rights related to residential housing (for example: claims arising from the sale or purchase agreement of a residential house, claims arising from agreements for the division of co-owned residential property, claims stemming from mortgage contracts over residential properties, etc.) are non-arbitrable.

Similarly, there is a category of matters where, although arbitration is not expressly prohibited, the jurisdiction of the courts is established by special laws. Examples include competition disputes and disputes arising from Law no. 131/2015 on public procurement. Although not expressly prohibited, the practice of the Supreme Court appears to consider employment disputes to be non-arbitrable.

**9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

No. There is no court practice touching upon this issue.

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## **APPEARING IN ARBITRATION**

**10. Are there any restrictions on who can serve as an arbitrator?**

No.

**11. Can foreign qualified attorneys appear as counsel in arbitration seated in the jurisdiction?**

Yes.

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## **ASSISTANCE BY COURTS DURING ARBITRATION**

**12. Is there a specialised court / department that has jurisdiction over arbitration related matters (assistance during the arbitration)?**

No.

**13. Can the courts enforce interim measures ordered by arbitral tribunals/emergency arbitrators?**

Yes.

**14. Do the courts in your jurisdiction issue anti-suit injunctions?**

Maybe. Theoretically, it is possible for a court to issue anti-suit injunctions as a form of interim relief (in the absence of a specific legal framework exclusively governing anti-suit injunctions); however, there is no established local practice in this regard.

**15. Can documents be submitted in a language other than the official language of the court?**

No.

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## **THE SETTING ASIDE OF AWARDS**

**16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards)**

Partial awards and final awards (both, as long as they resolve issues on the merits) can be challenged through setting aside applications. An award on jurisdiction is not considered an award for the purposes of Law No. 23 and cannot be challenged separately.

**17. What are the possible grounds for the setting aside of arbitral awards?**

The grounds for setting aside arbitral awards under Moldovan law are the following:

- a) The dispute is not arbitrable according to the law;
- b) The arbitration agreement is null and void;
- c) The arbitral award lacks the operative part, reasoning, place, and date of issuance, or has not been signed by the arbitrators;
- d) The operative part of the arbitral award contains provisions that cannot be enforced;
- e) The arbitral tribunal was not constituted or the arbitral procedure was not in accordance with the arbitration agreement;
- f) The interested party was not duly notified of the selection (appointment) of arbitrators or of the arbitration proceedings, including the place, date, and time of the hearing, or, for other valid reasons, was unable to appear before the tribunal to present explanations;
- g) The arbitral tribunal ruled on a dispute not covered by the arbitration agreement or outside its terms, or the arbitral award contains provisions on matters beyond the limits of the agreement. If the provisions related to the arbitration agreement can be separated from those that are not, the court may annul only that part of the award containing provisions outside the agreement;
- h) The arbitral award violates the fundamental principles of Moldovan legislation or public morals.

**18. What is the number of instances available for challenging awards via setting aside proceedings?**

Two instances.

**19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

Three months from the date the award is received by the party submitting the request.

**20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

No.

**21. What is the average length of setting aside proceedings?**

The length of proceedings is in both cases set by law. In the first instance proceedings, the decision of the court should be rendered within one month of the date when the application for setting aside is filed with the court. In the case of proceedings in the second instance, the duration cannot exceed two months from the date when the appeal is filed.

However, we must note that, in practice, these deadlines are not always respected.

**22. What is the applicable court fee in setting aside proceedings (per instance)?**

The law does not clearly stipulate the fee, and practice is inconsistent. In some cases, a fixed fee of 250 MDL (~12 EUR) and a stamp duty of 200 MDL

(~10 Euros) are applied. In other cases, the courts require payment of a fee proportional to the amount of claims upheld in the arbitral award, according to the following formulas:

AMOUNT IN DISPUTE	FORMULA
< 5,000 MDL (~250 EUR)	5% of the claim amount
5,001 – 50,000 MDL (~250 – 2500 EUR)	250 MDL (~13 EUR) + 4% of the (claim amount minus 5,001 MDL (~250 EUR))
50,001 – 1,500,000 MDL (~2500 – 77 000 EUR)	2,050 MDL (~106 EUR) + 3% of the (claim amount minus 50,001 MDL (~2500 EUR))
1,500,001 – 5,000,000 MDL (~77 000 – 256 000 EUR)	45,550 MDL (~2360 EUR) + 2% of the (claim amount minus 1,500 001 MDL (~77 000 EUR))
5,000,001 – 10,000,000 MDL (~256 000 – 513 000 EUR)	115,550 MDL (~6000 EUR) + 1% of the (claim amount minus 5,000,001 MDL (~256 000 EUR))
< 10,000,001 MDL (~513 000 EUR)	165,550 MDL (~8500 EUR) + 0.5% of the (claim amount minus 10,000,001 MDL (~513 000 EUR))

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

Our research of court decisions available online reveals that approximately 37.83% of awards in domestic and international arbitration have been set aside by the local courts.

**24. Can awards be appealed (on facts and/or law)?**

No.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

No.

**26. What are the circumstances, if any, where foreign qualified attorneys can appear before a local court in setting aside proceedings?**

Foreign-qualified attorneys can appear in setting aside proceedings before the local courts only if assisted by a local attorney pursuant to a legal assistance contract.

## ENFORCEMENT OF FOREIGN ARBITRATION AWARDS

**27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

No.

**28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**

Our research of court decisions available online reveals that approximately 26.4% of awards have been denied recognition and enforcement during the last 10 years.



### **29. What are the grounds for the refusal to enforce arbitration awards?**

- a) A party to the arbitration agreement was somehow incapacitated, or the agreement is not valid under the law to which the parties have subjected it or, failing any indication thereof, under the law of the country where the award was made; or
- b) The party against whom the award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or
- c) The award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be recognised and enforced; or
- d) The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties or, in the absence of such agreement, was not in accordance with the law of the country where the arbitration took place; or
- e) The award has not yet become binding on the parties or has been set aside or suspended by a court of the country in which, or under the law of which, that award was made; or
- f) The subject matter of the dispute is not capable of settlement by arbitration under the law of the Republic of Moldova; or
- g) The recognition or enforcement of the award would be contrary to the public policy of the Republic of Moldova.

### **30. Can an award subject to setting aside proceedings be enforced?**

Yes.

### **31. Can awards set aside at the seat of arbitration be enforced?**

No.

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## **THE ARBITRATION MARKET**

### **32. What are the principal arbitral institutions in your jurisdiction?**

- The International Commercial Arbitration Court under the Chamber of Commerce and Industry of the Republic of Moldova (CACI);
- The International Court of Arbitration under the Association of Liquidators and Administrators of the Republic of Moldova (ICAAL).

### **33. What is the caseload in these institutions?**

In the case of the CACI, the records show that in 2023, 100 cases were resolved by means of an arbitral award and 116 new cases were commenced. As of October 2024, 98 new cases had been commenced.

In the case of the ICAAL, in 2023, 53 cases were resolved by means of an arbitral award and 61 new cases were commenced.

### **34. What are the main hearing centres in your jurisdiction?**

There are no hearing centres in Moldova.



# MONTENEGRO

**1. Where is the law on arbitration contained?**

The Law on Arbitration of Montenegro (Official Gazette of Montenegro no. 47/2015 from 18 August 2015).

**2. Is the jurisdiction a Model Law country?**

Yes, UNCITRAL Model Law 2006.

**3. Are there any notable differences from the Model Law?**

No.

**4. Is the jurisdiction a party to the NY Convention?**

Yes, since 2006.

**5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

No, the law treats domestic and international arbitration uniformly.

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**THE ARBITRATION AGREEMENT. ARBITRABILITY**

**6. What are the form and content requirements for an arbitration agreement?**

An arbitration agreement must be concluded in a written form, either as a separate agreement or as a clause in the agreement that regulates mutual rights and obligations of the parties.

**7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

No, other than those that are regulated by the general civil law (e.g., legal capacity).

**8. Are there any restrictions on the subject matter of an arbitration agreement?**

Yes, disputes that fall under the exclusive jurisdiction of the courts in Montenegro (such as disputes regarding real property law, family and criminal law) cannot be the subject matter of an arbitration agreement.

**9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

No; however, Montenegrin courts have not clarified their stance on piercing of the corporate veil, but the group of companies doctrine is not accepted.

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**APPEARING IN ARBITRATION**

**10. Are there any restrictions on who can serve as an arbitrator?**

No.

**11. Can foreign qualified attorneys appear as counsel in arbitrations seated in the jurisdiction?**

Yes.

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## ASSISTANCE BY COURTS DURING ARBITRATION

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**12. Is there a specialised court/department that has jurisdiction over arbitration-related matters (assistance during arbitration)?**

Yes, the Commercial Court of Montenegro has jurisdiction over arbitration-related matters during arbitration.

**13. Can the courts enforce interim measures ordered by arbitral tribunals/emergency arbitrators?**

Yes.

**14. Do the courts in your jurisdiction issue anti-suit injunctions?**

It is unclear. There is no case law on that issue.

**15. Can documents be submitted in a language other than the official language of the court?**

No, all documents must be accompanied by a translation into Montenegrin.

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## THE SETTING ASIDE OF AWARDS

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**16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards)**

Any decision of the arbitral tribunal, whether on procedural grounds and or on the merits, can be set aside.

**17. What are the possible grounds for the setting aside of arbitral awards?**

Arbitral awards may be set aside if:

- The arbitration agreement was not concluded or the arbitration agreement is not valid either under the law designated by the agreement of the parties or under the law of Montenegro, unless otherwise agreed by the parties;
- A party to the proceedings did not have the capacity to conclude the arbitration agreement or to be a party to the dispute or a party was not duly represented;
- The party making the request was not given proper notice of the arbitral proceedings or was otherwise unable to present their case;
- The award deals with a dispute not covered by the arbitration agreement or deals with matters beyond the scope of the arbitration agreement;
- The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the law or the agreement of the parties, and could have affected the content of the arbitral award; and
- The award does not contain the reasoning (where it was required to do so) or has not been signed.
- A court may also set aside an arbitral award if it finds that:
- The subject matter of the dispute is not arbitrable under the laws of Montenegro; or
- The award is contrary to the public policy of Montenegro.

**18. What is the number of instances available for challenging awards via setting aside proceedings?**

Two instances.

**19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

The setting aside proceedings can be initiated within three months after the decision has been delivered to the party.

**20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

Yes, the Commercial Court of Montenegro.

**21. What is the average length of setting aside proceedings?**

Varies significantly from case to case, but a minimum of six months.

**22. What is the applicable court fee in setting aside proceedings (per instance)?**

This depends on the value of the dispute. The minimum fee is EUR 20 and the maximum fee is EUR 1500.

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

There is no publicly available information.

**24. Can awards be appealed (on facts and/or law)?**

No.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

No, but the court can return the award at the request of a party for the tribunal to reconsider its decision. The tribunal is not bound by the court's instructions and can uphold its previous decision.

**26. What are the circumstances, if any, where foreign qualified attorneys can appear before a local court in setting aside proceedings?**

This is generally not possible. Apart from lawyers qualified in Montenegro, only lawyers qualified in Serbia can appear before the local courts.

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## **ENFORCEMENT OF FOREIGN ARBITRATION AWARDS**

**27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

No.

**28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**

There is no publicly available information.

**29. What are the grounds for the refusal to enforce foreign arbitration awards?**

Recognition and enforcement of a foreign award may be refused, at the request of the party against whom it is invoked, if that party proves that:

- The arbitration agreement is not valid under the law to which the parties have subjected it or under the law of the country where the award was made;
- Proper notice of the appointment of an arbitrator or of the arbitral proceedings was not given, or the objecting party was otherwise unable to present its case;
- The award deals with a dispute not covered by the arbitration agreement or it contains decisions on matters beyond the scope of the agreement, where the partial refusal of recognition and enforcement of the award is possible if that part of the award can be separated from the remaining part of the award;
- The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the arbitration agreement or, in the absence of such agreement, was not in accordance with the law of the seat of the arbitration; or
- The award has not yet become binding on the parties or has been set aside or suspended by a court of the country in which, or under the law of which, that award was made.

**30. Can an award subject to setting aside proceedings be enforced?**

No.

**31. Can awards set aside at their seat be enforced?**

No.

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**THE ARBITRATION MARKET**

**32. What are the principal arbitral institutions in your jurisdiction?**

The Arbitration Court attached to the Chamber of Commerce of Montenegro is the only arbitration institution.

**33. What is the caseload in these institutions?**

There is no publicly available information.

**34. What are the main hearing centres in your jurisdiction?**

Hearing Centre at the Chamber of Commerce of Montenegro.





# POLAND

### **1. Where is the law on arbitration contained?**

Articles 1154 – 1217 contained in Part Five of the Polish Civil Procedure Code (“PCPC”).

Provisions included in Part Five apply to all arbitral proceedings seated in Poland. They also apply to a limited extent to proceedings outside Poland or proceedings with an unspecified seat (when expressly envisaged in Part Five).

### **2. Is the jurisdiction a Model Law country?**

Yes. Polish arbitration law is based on the 1985 version of UNCITRAL Model Law. There have, however, been some modifications implemented that align the Polish arbitration law more closely with the 2006 version of the UNCITRAL Model Law. Polish law is much more similar to the 2006 version with respect to interim measures, including conditions for granting them.

### **3. Are there any notable differences from the Model Law?**

There are some differences, but in general they could be considered as relatively insignificant. The general trend is to make Polish regulations more detailed as, unlike the UNCITRAL Model Law, Polish arbitration law is not limited to international commercial arbitration but applies to all arbitral proceedings seated in Poland.

The main differences are as follows:

- a) Polish law does not contain provisions to the same effect as Article 2A (interpretation according to international origin and general principles) and Article 4 (waiver of rights to object) as Model Law.
- b) Polish law on interim measures is less comprehensive than Chapter IV A of the 2006 Model Law on interim measures - the only condition for arbitral tribunals to grant interim measures is for the requesting party to make a prima facie case.
- c) An arbitration agreement is ineffective if it violates the principle of the equality of the parties, in particular if it allows only one party to commence arbitral proceedings (so-called unsymmetrical arbitration clauses).
- d) If a challenge regarding any arbitrator is not adjudicated upon within a month, a party to arbitration may challenge the arbitrator in Polish common court.
- e) If an arbitrator resigns without valid reasons, he/she may be liable for damage this has caused.
- f) Arbitration agreements in respect of disputes with consumers or related to labour law are valid only if they are concluded after a dispute arises.
- g) There are additional grounds for setting aside an arbitral award (please see below).
- h) There are fewer grounds for denying enforcement of domestic arbitral awards (please see below).

### **4. Is the jurisdiction a party to the NY Convention?**

Yes, since 1958.

### **5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

There is no difference.

### **6. What are the form and content requirements for an arbitration agreement?**

An arbitration agreement should be made in writing. The requirements are met by an exchange of letters or declarations of intent made by means of remote communication, which allow their content to be recorded (e.g., by email), as well as in the form of an arbitration clause in a document separate from the main agreement to which the agreement expressly refers.

An arbitration agreement must indicate the subject matter of the dispute or the legal relationship from which the dispute arose or may arise. The provisions of an arbitration agreement cannot violate the principle of equality of the parties. In particular, unsymmetrical clauses, allowing only one party to commence arbitration are not allowed.

An arbitration agreement may also be included in the articles of association of a commercial company or partnership. It may apply to all disputes regarding relationships within a company (partnership, cooperative, association or family foundation).

In disputes over the validity of resolutions of the shareholders' meeting of a limited liability company or the general meeting of a joint-stock company, an arbitration agreement is effective if it provides for the obligation to announce the commencement of proceedings in the manner required for company announcements no later than one month from the date of the commencement.

An arbitration agreement in labour law disputes or disputes including consumers may be effectively concluded only after the dispute has arisen and must be in writing.

Moreover, arbitration agreements with consumers have to indicate that the parties are aware of the effects of the arbitration agreement, in particular as regards the binding effect of the arbitration award or settlement.

### **7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

Any individual with full legal capacity may enter into an arbitration agreement. Arbitration agreements with consumers or employees may be concluded only after the dispute has arisen.

### **8. Are there any restrictions on the subject matter of an arbitration agreement?**

Parties may refer to arbitration all disputes relating to pecuniary rights, except for alimony matters, and relating to non-pecuniary rights that may be subject to a court settlement. Disputes that cannot be settled in court and that are therefore non-arbitrable include, among others, cases involving family and guardianship law and disputes concerning a breach of consumer rights.

### **9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

An arbitration agreement may bind non-signatories in the case of legal succession. For example, it binds the assignee who acquires a receivable covered by such agreement and may bind a party who acquires an enterprise. It is also accepted that it binds beneficiaries of contracts created for the benefit

of a third party. Similarly, an arbitration agreement contained in the articles of association of a company binds its shareholders in relation to disputes concerning the company. This also applies to partnerships, associations, cooperatives and family foundations.

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## **APPEARING IN ARBITRATION**

### **10. Are there any restrictions on who can serve as an arbitrator?**

Any individual with full legal capacity may be an arbitrator. However, active Polish court judges cannot serve as arbitrators.

### **11. Can foreign qualified attorneys appear as counsel in arbitration seated in the jurisdiction?**

Yes.

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## **ASSISTANCE BY COURTS DURING ARBITRATION**

### **12. Is there a specialised court/department that has jurisdiction over arbitration-related matters (assistance during arbitration)?**

No.

### **13. Can the courts enforce interim measures ordered by arbitral tribunals/emergency arbitrators?**

Yes. Such interim measures are enforced according to the same rules as arbitral awards.

### **14. Do the courts in your jurisdiction issue anti-suit injunctions?**

Maybe. There are no reported cases of anti-suit injunctions. Granting such measures is not explicitly prohibited, so theoretically it may be possible. However, the courts would definitely be relatively more apprehensive than in the case of regular provisional measures and would set a high threshold for the applicant to show that an anti-suit injunction is necessary and proportionate.

### **15. Can documents be submitted in a language other than the official language of the court?**

No, any documents that are not in Polish have to be translated.

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## **THE SETTING ASIDE OF AWARDS**

### **16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards)**

An application to set aside an arbitration award may be filed only against arbitration awards that are substantive in nature (they decide on the parties' claims on the merits of the case) and final. The nature of the decision issued by the arbitration court is determined by the subject matter of the ruling, not by the name and form that has been assigned to it.

A party may also set aside a judgement issued on the basis of a settlement, partial or supplementary awards. An application for annulment may not be

brought against strictly procedural decisions or an arbitral tribunal's decision finding that it lacks jurisdiction. A tribunal's decision confirming jurisdiction may be challenged.

#### **17. What are the possible grounds for the setting aside of arbitral awards?**

The grounds for an application to set aside an award are:

- There was no arbitration clause or the arbitration clause is invalid, ineffective or no longer in force under applicable law;
- The party was not duly notified of the appointment of an arbitrator or of the proceedings before the arbitral tribunal, or was unable to defend its rights before the tribunal;
- The award does not concern a dispute covered by the arbitration clause or is beyond the scope of the arbitration clause, but if decisions on matters submitted to arbitration can be separated from the extraneous issues, only the part of the award that contains decisions on matters not submitted to arbitration may be set aside; a court cannot set aside an award on the grounds that it decided on a matter not covered by the arbitration clause if the party to the arbitration failed to object to its inclusion;
- Requirements concerning the composition of the arbitral tribunal or basic principles of proceedings before the tribunal, as provided by law or specified by the parties, were not met;
- The award was obtained through a criminal offence or on the basis of a forged or altered document;
- A final court judgement has been issued before in the same matter between the same parties;
- The dispute was not arbitrable under Polish law;
- The award is contrary to fundamental principles of the legal order of the Republic of Poland (the public policy clause);
- The award deprives a consumer of the protection granted to him by the mandatory provisions of the law applicable to the contract to which the consumer is a party, and if the law applicable to the agreement is the law chosen by the parties – the protection granted to the consumer by mandatory provisions of law that would be applicable in the absence of the choice of law.

#### **18. What is the number of instances available for challenging awards via setting aside proceedings?**

One instance (Court of Appeals) and a cassation appeal to the Supreme Court. Cassation appeals are processed, however, only after a preliminary review, provided the matter satisfies one of four requirements: (i) there is an important question of law to be decided, (ii) there is a need to clarify provisions of law or address diverging judgements of common courts, (iii) the proceedings leading to the issuance of the final judgement were invalid, or (iv) the cassation appeal is obviously justified. Approximately 30% of cassation appeals proceed to the merits stage.

#### **19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

Within two months from the date of service of the award or, if a party has requested that the award be supplemented, rectified, or interpreted, within two months from the date of service of the ruling on the motion.

If an application to set aside an arbitration award is based on the following grounds:

- The award was obtained through a criminal offence or on the basis of a forged or altered document;
- A final court judgement has been issued in the same matter between the same parties,

the time limit for filing an application runs from the date on which the party became aware of the ground. However, a party may not request that the arbitration award be set aside after five years from the date of service of the arbitration award.

**20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

No.

**21. What is the average length of setting aside proceedings?**

Eleven months.

**22. What is the applicable court fee in setting aside proceedings (per instance)?**

The court fee depends on the value in dispute (5% of the value, not more than PLN 200,000, i.e., approx. EUR 47,280).

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

Approximately 7% of applications to set aside an award are successful.

**24. Can awards be appealed (on facts and/or law)?**

No, there is no appeal to a state court on facts or on law. However, the parties may explicitly specify a separate appeal mechanism in their arbitration clause (which is extremely rare). An appeal is then resolved by another arbitration tribunal; hence, in such case there are essentially two instances of arbitration. The award rendered in the second instance cannot be appealed on facts or on law to a state court.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

Yes, upon the request of a party, a court may stay proceedings to set aside the award for a certain time to give the arbitral tribunal an opportunity to resume the arbitration and eliminate the grounds for setting aside the award.

**26. What are the circumstances, if any, where foreign qualified attorneys can appear before a local court in setting aside proceedings?**

Only EU and EFTA foreign lawyers may appear in Polish courts if they are entitled to permanently practice in Poland upon being registered as foreign lawyers or if they provide cross-border services. A foreign lawyer, representing a client in proceedings before Polish courts, is obliged to indicate to the court a person authorised to receive documents in the Republic of Poland. Where the representation is reserved for qualified lawyers (i.e., represen-



tation before the Supreme Court), a foreign lawyer has to work in together with a local qualified lawyer. The court proceedings are conducted in Polish.

## **ENFORCEMENT OF FOREIGN ARBITRATION AWARDS**

### **27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

No. However, applications for enforcement of arbitral awards are adjudicated by the courts of appeal (there are eleven courts of appeal in Poland).

### **28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**

Reportedly around 8-9% (data for the years 2020-2022). The statistics for a longer period are not available, but anecdotal evidence seems to confirm this range.

### **29. What are the grounds for the refusal to enforce arbitration awards?**

The grounds for the refusal to enforce arbitral awards rendered in Poland are as follows:

- a) The dispute cannot be resolved by arbitration in accordance with the law;
- b) Recognition or enforcement of an arbitral award or a settlement agreement made before an arbitral tribunal would be contrary to the fundamental principles of the legal order of the Republic of Poland (public policy clause);
- c) An arbitration award or a settlement reached before it deprives the consumer of the protection afforded to him by the mandatory provisions of the law applicable to the contract to which the consumer is a party and, where the law applicable to that contract is the law chosen by the parties, the protection afforded to the consumer by the mandatory provisions of the law which would have been applicable in the absence of the choice of law.

Enforcement of foreign arbitral awards can be refused under the following additional grounds:

- a) There was no arbitration agreement or the arbitration agreement is invalid, unenforceable or no longer effective in accordance with applicable law;
- b) The applicant was not given proper notice of the appointment of an arbitrator or of the arbitration or was otherwise deprived of the right to present its case or respond to the other party's case before the arbitral tribunal;
- c) The award deals with a dispute that the arbitration agreement does not cover or contains a decision on a matter that goes beyond the scope of such agreement, provided that if it is possible to separate the decisions on matters covered by the arbitration agreement from the ones that are not, the court should only set aside the challenged decisions and allow the others to stand; the court should not set aside an award on the grounds that it decided on a matter not covered by the arbitration agreement if a party to the arbitration failed to object to its inclusion;
- d) The composition of the arbitral tribunal or the arbitral procedure was

not in accordance with the arbitration agreement or, in the absence of such agreement, with the law of the state where the arbitration took place;

- e) The award has not yet become binding on the parties or has been set aside or suspended by a court of the state in which, or under the law of which, that award was made.

**30. Can an award subject to setting aside proceedings be enforced?**

Yes, but the court may suspend enforcement for the duration of the set-aside proceedings.

**31. Can awards set aside at the seat of arbitration be enforced?**

There have been no such cases reported. It is unlikely that, under regular circumstances, such an award could be enforced in Poland as according to the PCPC enforcement should be denied if the arbitral award has not yet become binding on the parties or has been set aside or its enforcement has been stayed by the court of the state in or under the law of which the award was rendered. This ground for refusal of enforcement is, however, considered only upon the request of the party opposing enforcement. Additionally, under Polish law, objections can sometimes be regarded as amounting to an abuse of law.

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**THE ARBITRATION MARKET**

**32. What are the principal arbitral institutions in your jurisdiction?**

- The principal arbitral institutions are the Court of Arbitration at the Polish Chamber of Commerce in Warsaw;
- The Court of Arbitration at the Polish Confederation Lewiatan.

**33. What is the caseload in these institutions?**

The Court of Arbitration at the Polish Chamber of Commerce handles around 150 cases a year.

The Court of Arbitration at the Polish Confederation Lewiatan handles around 50 cases a year.

**34. What are the main hearing centres in your jurisdiction?**

Each arbitration institution has its own hearing facilities (also available for rent in cases not administered by these institutions). There are no other providers offering exclusively hearing centre facilities and services.



# ROMANIA

### **1. Where is the law on arbitration contained?**

The law on arbitration is included in the Romanian Civil Procedure Code (Law No 134/2010 republished in the Romanian Official Gazette No 247 from 10 April 2015, hereinafter the “CPC”). Book IV of the CPC covers domestic arbitration (Articles 541-621), while Book VII, Title IV (Articles 1111-1123) covers international arbitration. The provisions on domestic arbitration represent the core arbitration provisions that also apply as subsidiary rules to international arbitration.

### **2. Is the jurisdiction a Model Law country?**

No. However, Romanian arbitration law has a pronounced international character, being generally aligned with the Model Law and the rules of the main arbitral institutions in the European Union.

### **3. Are there any notable differences from the Model Law?**

There are no major differences from the Model Law. There are, however, slight differences, for example:

- The CPC requires the parties to propose substitute arbitrators in addition to the party-appointed arbitrators. The CPC further provides that parties only have 10 days (for domestic arbitration) or 20 days (for international arbitration) to appoint arbitrators, compared to 30 days under the Model Law. The same terms of 10 and 20 days, respectively, are applicable when the appointment decision is made by the Romanian courts. In contrast, the Model Law does not impose any time limits when the appointment decision is made by domestic courts.
- Compared to the Model Law, the CPC contains detailed provisions on challenges to arbitrators in domestic arbitration.
- Under the CPC, arbitration proceedings start when the arbitral tribunal receives the claimant’s request for arbitration. While in institutional arbitration the request can be received by the institution itself and then shared with the tribunal once it is constituted, in ad hoc arbitration the tribunal must first be constituted before the proceedings can be deemed to have commenced. Under the Model Law, the solution is different: arbitral proceedings, unless otherwise agreed by the parties, commence on the date on which a request for arbitration is received by the respondent.
- The CPC provides that, unless the parties agree otherwise, in domestic arbitration, the arbitral tribunal must render its award within 6 months of the tribunal’s constitution, whereas in international arbitration, the tribunal must do so within 12 months of constitution. In contrast, the Model Law does not set a time limit for the tribunal to render an award.
- The CPC excludes the judicial review of positive jurisdictional awards and provides that such review is conducted only together with the final award. The Model Law allows the judicial review of positive jurisdictional awards.
- Compared to the Model Law, the CPC simply provides that the arbitral tribunal can order interim measures during arbitration, without giving examples of the types of measures that can be ordered and the procedure to be followed in the process.

### **4. Is the jurisdiction a party to the NY Convention?**

Yes, since 1961.

## **5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

There are separate provisions in the CPC for domestic and international arbitration. The domestic arbitration provisions also apply as subsidiary rules to international arbitration.

In terms of differences:

- The length of the deadlines set for domestic arbitration is doubled in the case of international arbitration.
- The CPC contains an express provision regarding the possibility for the arbitral tribunal to render partial awards in international arbitration. No such express provision exists in the case of domestic arbitration.

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## **THE ARBITRATION AGREEMENT. ARBITRABILITY**

### **6. What are the form and content requirements for an arbitration agreement?**

Domestic arbitration. As to the form requirements, the arbitration agreement must be concluded in writing to be valid. In addition, if the arbitration agreement concerns disputes related to the transfer of real estate or any other in rem rights (in Romanian „drept real”) over immovable assets, the arbitration agreement must be notarised by a notary public. As to the content requirements, apart from the general validity conditions applicable to any contract, an arbitration agreement must include the names or the appointing mechanism for arbitrators (in the case of ad hoc arbitration) or a reference to the arbitration rules of an arbitration institution (in the case of institutional arbitration). The submission agreement must also include the object of the dispute.

International arbitration. As to the form requirements, the CPC requires written form, which includes arbitration agreements concluded via any means of communication that provide a record, including electronic means. As to the content requirements, an arbitration agreement is considered valid if it fulfils the requirements set forth by any of the following laws: (i) the law agreed by the parties, (ii) the law governing the object of the dispute, (iii) the law applicable to the agreement which contains the arbitration clause, or (iv) Romanian law (i.e., the requirements for domestic arbitration detailed above).

### **7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

The state and state (public) entities can enter into arbitration agreements only if authorised to do so under Romanian law or the international treaties to which Romania is party. Public entities that carry out economic activities can enter into arbitration agreements, unless the law or their statutes provide otherwise.

### **8. Are there any restrictions on the subject matter of an arbitration agreement?**

Yes. Disputes regarding a person's civil status and capacity, concerning inheritance or family relations, as well as disputes concerning rights that the parties cannot freely dispose of are considered non-arbitrable under Romanian law. While collective labour disputes are arbitrable (but subject to a special mediation and arbitration procedure provided by law), individual labour disputes are not. There are no express restrictions applicable to consumer disputes or disputes over real estate rights.

**9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

Instances of extension of an arbitration clause to non-signatories are not expressly regulated under Romanian law. Court and arbitral practice, as well as national legal scholars have accepted the extension to non-signatories in cases of assignment, subrogation and novation (in Romanian “novație”). Other extension theories such as the group of companies doctrine, group of contracts, apparent authority or implied consent derived from the substantial involvement in contract performance or negotiation have also been considered, but not actually applied, in court and arbitral practice.

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**APPEARING IN ARBITRATION**

**10. Are there any restrictions on who can serve as an arbitrator?**

Restrictions are imposed by special laws regulating certain professions. For instance, judges, prosecutors, assistant magistrates and members of the Court of Accounts and of the Competition Council are prohibited from serving as arbitrators.

**11. Can foreign qualified attorneys appear as counsel in arbitration seated in the jurisdiction?**

Yes, but only in international arbitration.

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**ASSISTANCE BY COURTS DURING ARBITRATION**

**12. Is there a specialised court / department that has jurisdiction over arbitration related matters (assistance during the arbitration)?**

No.

**13. Can the courts enforce interim measures ordered by arbitral tribunals/emergency arbitrators?**

Yes.

**14. Do the courts in your jurisdiction issue anti-suit injunctions?**

No.

**15. Can documents be submitted in a language other than the official language of the court?**

No. Documents in a language other than the official language of the court (Romanian) must be submitted together with a legalised translation made by an authorised translator.

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**THE SETTING ASIDE OF AWARDS**

**16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards)**

Final awards can be set aside. There is no express provision on the possibility of setting aside partial awards. However, in practice, courts also admit setting aside applications against partial awards, except for partial awards



confirming jurisdiction, which can be challenged only together with the final award. In addition, the CPC expressly provides that the following POs can be set aside: (i) a PO suspending the arbitral proceedings for a determined period of time, (ii) a PO granting conservatory or provisional measures, and (iii) a PO dismissing a motion to request a decision of the Romanian Constitutional Court on the constitutionality of certain provisions of Romanian law relevant to the case.

#### **17. What are the possible grounds for the setting aside of arbitral awards?**

The grounds to set aside an arbitral award available to the parties are:

- a) The dispute is not arbitrable.
- b) The arbitral tribunal accepted jurisdiction despite the absence of an arbitration agreement or under a null and void or ineffective arbitration agreement.
- c) The arbitral tribunal was not constituted in accordance with the arbitration agreement.
- d) Lack of proper notice.
- e) The award was rendered after the expiration of the six-month time limitation, although the parties raised the time limitation objection and refused to continue the proceedings.
- f) The arbitral tribunal ruled on issues which were not submitted to it by the parties or granted more than had been requested.
- g) The award does not include the relief awarded or the reasoning, does not indicate the date of issuance and the arbitral seat, or is not signed by the arbitrators.
- h) The award is contrary to public policy, good morals or mandatory provisions of Romanian law.
- i) After the date when the award was rendered, the Constitutional Court declared a law, an ordinance or any legal provision that forms part of the governing law and is relevant to the arbitration unconstitutional.

#### **18. What is the number of instances available for challenging awards via setting aside proceedings?**

Two instances – first instance and higher appeal (in Romanian “recurs”).

#### **19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

The general time limit is 1 month from the receipt of the arbitral award by the parties.

#### **20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

No.

#### **21. What is the average length of setting aside proceedings?**

No official statistics are available. Based on the publicly available case law, the average length for first instance setting aside proceedings is four months.

#### **22. What is the applicable court fee in setting aside proceedings (per instance)?**

For the first instance, a court fee of RON 100 (approx. EUR 20) applies for

each setting aside ground raised. For the higher appeal, the general rule is that a court fee of RON 100 (approx. EUR 20) applies.

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

No official statistics are available. A sample review of 100 first instance court decisions issued by the courts of appeal throughout the country in setting aside proceedings against awards issued by various arbitral institutions reveals that in the period 2021-2023, 10% of the actions for annulment were admitted, 75% were dismissed, and 15% were resolved in another manner (e.g., denial of jurisdiction, withdrawal of claim).

**24. Can awards be appealed (on facts and/or law)?**

No.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

A court can remit the award to the arbitral tribunal if at least one of the parties specifically requests it.

**26. What are the circumstances, if any, where foreign qualified attorneys can appear before a local court in setting aside proceedings?**

Foreign-qualified attorneys cannot appear before local courts in setting aside proceedings.

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**ENFORCEMENT OF FOREIGN ARBITRATION AWARDS**

**27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

No.

**28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**

No official statistics are available. Based on the available case law, out of 65 first-instance decisions issued for the enforcement and recognition of foreign awards in the past 10 years (2014-2024), local courts have refused to enforce awards in less than 10% of the cases.

**29. What are the grounds for the refusal to enforce arbitration awards?**

The grounds for refusing recognition and enforcement are:

- a) The parties did not have capacity to enter into the arbitration agreement;
- b) The arbitration agreement is invalid;
- c) Lack of proper notice or inability to present one's case in the arbitration;
- d) Improper constitution of the arbitral tribunal or arbitral procedure;
- e) The arbitral award decided on matters not falling within the terms of the arbitration agreement or going beyond the scope of the arbitration agreement; or
- f) The arbitral award has not yet become binding on the parties, has

been set aside or suspended by the competent authority.

**30. Can an award subject to setting aside proceedings be enforced?**

Romanian courts have the option to stay recognition and enforcement proceedings pending the resolution of annulment proceedings at the seat of the arbitration. If a Romanian court decides to stay the proceedings, it can, at the request of the party that requested recognition and enforcement, order the other party to provide adequate security.

**31. Can awards set aside at the seat of arbitration be enforced?**

As a party to both the Geneva and the New York Conventions, by virtue of Article IX (2) of the Geneva Convention, Romania limits the application of Article V(1)(e) of the New York Convention solely to the grounds for setting aside provided in Article IX(1) of the Geneva Convention. An award annulled in a Geneva Convention country will not be recognised and enforced in Romania. Romanian courts remain nonetheless free to recognise and enforce awards set aside on other grounds than those specified in Art. IX(1) of the Geneva Convention, or issued in New York Convention (1958) countries not party to the Geneva Convention.

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## THE ARBITRATION MARKET

**32. What are the principal arbitral institutions in your jurisdiction?**

The Court of International Commercial Arbitration attached to the Chamber of Commerce and Industry of Romania ("CICA") is the main arbitral institution in Romania.

**33. What is the caseload in these institutions?**

Between January and December 2024, the CICA registered 99 new arbitration cases, 88 domestic proceedings and 11 international proceedings. Two of these were emergency arbitrations.

**34. What are the main hearing centres in your jurisdiction?**

Bucharest.



# SERBIA

### **1. Where is the law on arbitration contained?**

In the Arbitration Act (Official Gazette of the RS, No. 46/2006) (Arbitration Act).

### **2. Is the jurisdiction a Model Law country?**

Yes, the Arbitration Act is predominantly based on the UNCITRAL Model Law on International Commercial Arbitration (1985).

### **3. Are there any notable differences from the Model Law?**

The Arbitration Act provides for rules on “Assignment” and states that an arbitration agreement remains in force even in case of assignment of the contract or claim, subrogation or other cases of transfer of claims, unless otherwise agreed.

In addition, the Arbitration Act provides additional reasons for setting aside an arbitral award: (i) when the arbitral award is based on the false testimony of a witness or an expert or is based on a forged document, or (ii) the award was issued as a result of a criminal act by the arbitrator or a party, provided these reasons are established by a final judgement.

### **4. Is the jurisdiction a party to the NY Convention?**

Yes.

### **5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

Yes, the Arbitration Act differentiates between domestic (without a foreign element) and international arbitration (with a foreign element).

International arbitration comprises disputes arising from international business relations, especially if:

- a) The parties at the time of concluding the arbitration agreement have their business offices in different countries;
- b) There is a place situated outside the country where the parties have their business offices:
  - The place of arbitration, if stipulated in the arbitration agreement or based on it, or
  - The place in which a significant part of the obligations of the business relationship should be performed or the place with which the subject of the dispute is most closely related;
- c) The parties have expressly agreed that the subject of the arbitration agreement is related to several countries.

The provisions of the Arbitration Act apply to arbitration and arbitration proceedings when the seat of arbitration is on the territory of Serbia, while the parties may agree differently in the case of international arbitration (i.e., to apply foreign law). The mandatory provisions of the Arbitration Act, which the parties cannot exclude, must be complied with when the seat of arbitration is in Serbia.

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## **THE ARBITRATION AGREEMENT. ARBITRABILITY**

### **6. What are the form and content requirements for an arbitration agreement?**

An arbitration agreement must be concluded in writing. An arbitration agreement is considered concluded in writing if it is contained in the documents signed by the parties. The agreement is also deemed to have been concluded in writing in case of an exchange of messages by means of communication which enable written proof of the agreement, regardless of whether those messages have been signed by the parties. An arbitration agreement may also be concluded when the parties in a written contract refer to another written document containing the arbitration agreement, provided that the purpose of such reference is to make the arbitration agreement an integral part of the contract.

By concluding an arbitration agreement, the parties entrust an arbitral tribunal with the resolution of their future disputes or disputes arising from a certain legal relationship. An arbitration agreement may also be concluded if the dispute that has arisen has already been brought before a court for resolution.

A consumer dispute can also be resolved through arbitration when the consumer and the trader conclude an arbitration agreement after their dispute has arisen. This agreement must be in writing, signed by both contracting parties, and should not contain other agreements except those related to the arbitration procedure. Before signing the arbitration agreement, the trader is obligated to inform the consumer of the legal consequences of accepting the arbitration agreement, particularly regarding the binding nature of the arbitration award and the costs associated with the proceedings.

When it comes to labor disputes, a general law and an employment contract may specify the procedure for the amicable resolution of disputes between the employer and the employee, including the option of arbitration.

#### **7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

Any natural or legal person, including the state, can agree to enter into an arbitration agreement, provided they have the capacity under the Law on Civil Procedure to be a party in civil proceedings. Under the Law on Civil Procedure, every natural and legal person may participate in civil proceedings. Additionally, special regulations may specify who, besides natural and legal persons, can be a party in court proceedings. Further exceptions may be outlined by the court in a specific lawsuit, with legal effect only in that lawsuit. These rules apply to arbitral tribunals by analogy.

#### **8. Are there any restrictions on the subject matter of an arbitration agreement?**

Arbitration can be agreed upon for the resolution of pecuniary (i.e., commercial) disputes regarding rights that are freely disposable by the parties, except for disputes subject to the exclusive jurisdiction of the courts, such as those related to the ownership or lease of real estate.

In addition, arbitration may be used to resolve only those individual and collective labor disputes defined by the Law on Amicable Resolution of Labor Disputes.

#### **9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

The Arbitration Act contains a rule on assignment, under which non-signatories can also be bound by an arbitration agreement (Article 13). These



conditions are exhaustive, and no other legal situation can bind them.

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## APPEARING IN ARBITRATION

### 10. Are there any restrictions on who can serve as an arbitrator?

Yes. An arbitrator can be any natural person with business capacity, regardless of citizenship. The arbitrator must possess the characteristics that the parties have determined in their agreement. The arbitrator cannot be a person who has been sentenced to an unconditional prison sentence while the conviction is still effective.

### 11. Can foreign qualified attorneys appear as counsel in arbitration seated in the jurisdiction?

Yes.

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## ASSISTANCE BY COURTS DURING ARBITRATION

### 12. Is there a specialised court/department that has jurisdiction over arbitration-related matters (assistance during arbitration)?

Yes. The designated authority for commercial arbitration is the commercial court determined by its territorial jurisdiction.

### 13. Can the courts enforce interim measures ordered by arbitral tribunals/emergency arbitrators?

If interim measures are issued in the form of an award, they can be enforced.

### 14. Do the courts in your jurisdiction issue anti-suit injunctions?

No.

### 15. Can documents be submitted in a language other than the official language of the court?

No. Any documents in foreign languages must be accompanied by an official translation provided by a sworn court interpreter.

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## THE SETTING ASIDE OF AWARDS

### 16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards)

All arbitral decisions, including final and partial awards, can be set aside.

### 17. What are the possible grounds for the setting aside of arbitral awards?

The grounds for setting aside an arbitral award in Serbia are: (1) the arbitration agreement is invalid; (2) a party was not properly notified or was unable to present its case; (3) the award exceeded the scope of the arbitration agreement or fell outside of it; (4) the composition of the tribunal or the procedure was not in accordance with the agreement or the rules of the arbitral institution; (5) the award is based on false testimony, forged documents, or a criminal act of an arbitrator or a party; (6) the subject matter is not arbitrable under Serbian law; and (7) the effects of the award contradict public policy.

Judges examine the arbitrability and compliance with public policy ex officio.

**18. What is the number of instances available for challenging awards via setting aside proceedings?**

There are three instances available for challenging awards through setting aside proceedings. It is possible to file an appeal against the first-instance court's decision, as well as to seek an extraordinary legal remedy if the appeal is unsuccessful.

**19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

The time limit for initiating setting aside proceedings is three months from the date the claimant (i.e., the party requesting the set aside) receives the arbitral award. If a party requests a correction, interpretation, or an additional award, the three-month period begins from the date the decision on those requests is delivered to the parties.

**20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

No. There is no specialised court or department with jurisdiction over setting aside proceedings for arbitral awards. The court with territorial jurisdiction is the court at the place of arbitration, while subject matter jurisdiction in the first instance usually lies with the commercial court and in the second instance it lies with the commercial appellate Court. In proceedings involving extraordinary legal remedies, the Supreme Court has jurisdiction.

**21. What is the average length of setting aside proceedings?**

The average length of setting aside proceedings is approximately 2 years for both the first instance (Commercial Court in Belgrade) and the second instance (Commercial Appellate Court). Proceedings under extraordinary legal remedies (Supreme Court) typically take about 1 to 2 years.

**22. What is the applicable court fee in setting aside proceedings (per instance)?**

The court fees for setting aside proceedings are approximately EUR 3,400 to EUR 5,100 in the first instance, while the costs in proceedings under extraordinary legal remedies amount to around EUR 17,000, depending on the specifics of each case.

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

There is no system in place to track or monitor the percentage of arbitral awards set aside by local courts. However, anecdotal evidence suggests that the number of awards annulled by Serbian courts is exceptionally low.

**24. Can awards be appealed (on facts and/or law)?**

No.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

The court before which the set-aside claim has been filed may, upon the request of a party, stay the proceedings to allow the arbitral tribunal to take necessary actions to eliminate the grounds for setting aside.

**26. What are the circumstances, if any, where foreign qualified attorneys can appear before a local court in setting aside proceedings?**

Foreign-qualified attorneys may appear before Serbian courts under the following conditions (which likely extend to set-aside proceedings and are derived from Article 25 of the Law on Advocacy):

- a) Attorneys registered in Register A of the Bar Association can only offer legal advice related to their home country's laws or international law.
- b) Attorneys listed in Register B of the Bar Association are granted the same rights as domestic attorneys, but for the first three years of their registration, they must work alongside a local attorney when representing clients in Serbia.
- c) Attorneys may also appear before Serbian courts if there is an international agreement or treaty between Serbia and their home country that permits such representation.

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**ENFORCEMENT OF FOREIGN ARBITRATION AWARDS**

**27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

No. There is no specialised court or department with jurisdiction over enforcement proceedings. Jurisdiction is determined by law, and the court with local jurisdiction is the one located in the area where the enforcement of the arbitral award is to be executed.

**28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**

There is no system in place that tracks or monitors the percentage of cases where Serbian courts have refused to enforce arbitration awards.

**29. What are the grounds for the refusal to enforce arbitration awards?**

The grounds for refusing to enforce foreign arbitration awards are the following: (1) the arbitration agreement is invalid under the law chosen by the parties or under the law of the jurisdiction where the award was rendered; (2) the party against whom the arbitration award is issued was not duly notified of the appointment of the arbitrator or the arbitration proceedings, or was otherwise unable to present its case; (3) the award pertains to a dispute that is not encompassed by the arbitration agreement or exceeds the scope of that agreement; (4) the composition of the arbitral tribunal or the arbitration procedure was not in accordance with the arbitration agreement, or if no such agreement exists, not in accordance with the law of the jurisdiction where the arbitration took place; (5) the award has not yet become binding or has been annulled or stayed by a court of the country in which, or under the law of which, the award was made; (6) the subject matter of the dispute is not arbitrable in Serbia; and (7) the effects of the arbitral award are contrary to public policy.

Judges examine the arbitrability and compliance with public policy ex officio.

### **30. Can an award subject to setting aside proceedings be enforced?**

Yes. There are no legal barriers to enforcing an arbitral award that is undergoing setting aside proceedings in the jurisdiction where it was rendered. However, the court in Serbia may, but is not obligated to, stay the enforcement proceedings if it deems it necessary until the set-aside proceedings are concluded.

### **31. Can awards set aside at the seat of arbitration be enforced?**

The enforcement of awards that have been set aside at their seat is a controversial issue. Although the annulment of the arbitral award at its seat may suggest an obstacle, it is not explicitly recognised as a barrier under Serbian law. The court may refuse recognition and enforcement if an award has been annulled or suspended by the court in the jurisdiction where it was rendered or under whose law it was made. This discretionary language indicates that the annulment of an award at its seat does not automatically preclude its enforcement in Serbia.

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## **THE ARBITRATION MARKET**

### **32. What are the principal arbitral institutions in your jurisdiction?**

- Permanent Arbitration at the Chamber of Commerce and Industry of the Republic of Serbia (PA);
- Belgrade Arbitration Centre (BAC);
- Construction Dispute Resolution Centre (CDRC).

### **33. What is the caseload in these institutions?**

According to available information, there are approximately 10-15 cases per year in all relevant arbitration institutions.

### **34. What are the main hearing centres in your jurisdiction?**

There is no specialised hearing centre in Serbia that offers full-service solutions for arbitration hearing needs. Hearings typically take place in the conference rooms of hotels, business centres or law firms.



# SLOVAKIA

### **1. Where is the law on arbitration contained?**

Act No. 244/2002 Coll. on Arbitration (the “Slovak Arbitration Act”)  
Act No. 335/2014 Coll. on Consumer Arbitration Proceedings.

### **2. Is the jurisdiction a Model Law country?**

Yes (2006 version).

### **3. Are there any notable differences from the Model Law?**

- Separation of consumer arbitration regulation in a special law.
- State courts may only order interim measures before an arbitral tribunal has been constituted; after the arbitral tribunal has been appointed, state courts may only order interim measures against third parties.
- Explicit legal possibility of the parties to agree in the arbitration agreement whether the arbitral award can be appealed and subject to what conditions.
- Shorter deadline for filing of application to set aside the arbitral award (sixty days instead of three months).
- Specific procedural rules after the arbitral award had been set aside – either the court itself decides on the matter (if the arbitral award has been set aside due to an invalid arbitration agreement or if the dispute is non-arbitrable) or the arbitration agreement remains valid and the arbitration court will render a new arbitral award (the original arbitral tribunal is excluded from conducting new proceedings).
- Reference to subsidiary use of the Slovak civil procedure rules where the arbitration law is silent.

### **4. Is the jurisdiction a party to the NY Convention?**

Yes, since 2014.

### **5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

No.

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## **THE ARBITRATION AGREEMENT. ARBITRABILITY**

### **6. What are the form and content requirements for an arbitration agreement?**

An arbitration agreement must contain the scope of disputes between the parties which can be decided in arbitration proceedings.

An arbitration agreement must be concluded in a written form, otherwise it is deemed invalid.

Under the Slovak Arbitration Act, the following satisfy the written form requirement:

- If an arbitration agreement is part of mutual written communication between the parties;
- If the agreement has been concluded by electronic means which enable the content of such legal act and its signatories to be recorded;
- By way of reference in the contract or a written communication between the parties to any document containing the arbitration clause,



provided that the parties intended to include such arbitration clause in a contract by such reference;

- If a party acceded to the contract containing an arbitration clause or acquired a share in a legal entity whose internal corporate rules contain the arbitration clause;
- If the parties declare before an arbitrator that they are bound by the arbitration agreement and such declaration is registered in the minutes;
- If the counterparty does not challenge the existence of the arbitration agreement before the arbitration court no later than as part of the first procedural act of such party in the arbitration proceedings.

An arbitration agreement can be concluded as a separate agreement or as an arbitration clause.

#### **7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

Consumers can only enter into an arbitration agreement governed by special rules of the Act on Consumer Arbitration Proceedings.

#### **8. Are there any restrictions on the subject matter of an arbitration agreement?**

Yes. The Slovak Arbitration Act includes an exhaustive list of non-arbitrable disputes, specifically disputes concerning ownership rights and other rights in rem in relation to real property, personal status disputes, disputes related to the enforcement of decisions and disputes arising during bankruptcy and insolvency proceedings.

Consumer arbitration proceedings are excluded from the scope of the Slovak Arbitration Act and are regulated by a stricter regime under the Act on Consumer Arbitration Proceedings. Also, the arbitrability of labour disputes remains unclear.

#### **9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

Yes, but subject to very limited circumstances:

- Legal successors of the parties (universal and singular) are generally bound by an arbitration agreement.
- New acceding shareholders are generally bound by the arbitration agreement incorporated in the corporate documents of a legal entity (subject to further conditions and depending on the content of the relevant arbitration agreement).
- If the parties declare before an arbitrator that they are bound by the arbitration agreement and such declaration is registered in the minutes.
- If the counterparty does not challenge the existence of the arbitration agreement before the arbitration court no later than as part of the first procedural act of such party in the arbitration proceedings.
- Note that the “alter ego” and “piercing the corporate veil” doctrines have not been tested yet in Slovakia.

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### **APPEARING IN ARBITRATION**

#### **10. Are there any restrictions on who can serve as an arbitrator?**

The arbitrator can be a natural person on whom the parties agree if he/she is of legal age, fully legally competent and without a criminal record.

**11. Can foreign qualified attorneys appear as counsel in arbitration seated in the jurisdiction?**

Yes.

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## **ASSISTANCE BY COURTS DURING ARBITRATION**

**12. Is there a specialised court / department that has jurisdiction over arbitration related matters (assistance during the arbitration)?**

Yes, the Municipal Court Bratislava III, District Court Banská Bystrica and Municipal Court Košice. For arbitrations seated in Slovakia, the competent court among these three courts is the one with territorial jurisdiction over the seat of arbitration. For arbitrations seated abroad, the competent court is the one with territorial jurisdiction over the registered seat or residence of the defendant or its branch, or, if the defendant does not have a registered seat or residence in Slovakia, the registered seat or residence of the claimant. This does not apply to consumer arbitral awards.

**13. Can the courts enforce interim measures ordered by arbitral tribunals/emergency arbitrators?**

Interim measures rendered by arbitral tribunals and emergency arbitrators seated in Slovakia, except for ex parte interim measures, are enforceable. However, the enforceability of foreign interim measures is unclear.

**14. Do the courts in your jurisdiction issue anti-suit injunctions?**

There are no published court decisions on this point. However, an anti-suit injunction could be viewed as an order imposing an obligation on a party and, as such, would fall within the non-exhaustive list of interim measures that may be ordered by state courts.

**15. Can documents be submitted in a language other than the official language of the court?**

Slovak courts are legally permitted to only accept documents in the Slovak or Czech language. Documents submitted in other languages must be officially translated into Slovak.

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## **THE SETTING ASIDE OF AWARDS**

**16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards)**

Partial Awards / Final Awards.

**17. What are the possible grounds for the setting aside of arbitral awards?**

Arbitral award can be set aside if a party proves that:

- a) It did not have the capacity to conclude an arbitration agreement, the arbitration agreement was not concluded in accordance with the legal order governing the arbitration agreement or such an agreement was

- not concluded according to the Slovak legal order,
- b) It was not properly notified of the appointment of an arbitrator or of the arbitration proceedings, or was not allowed to participate in the arbitration proceedings,
- c) A dispute was decided by an arbitration award for which an arbitration agreement was not concluded, or which is not within the limits of the arbitration clause, or that the award exceeds the scope of the arbitration agreement,
- d) The arbitration court was not established or the arbitration proceedings did not take place in the manner agreed upon by the parties to the arbitration proceedings; if the agreement was not concluded and if the establishment of the arbitration court or the course of the arbitration proceedings was in conflict with the legal order of the country where the arbitration proceedings were held, enforcement can be refused if these facts could have an impact on the decision in the main matter, or
- e) The arbitration court was not established, the arbitration proceedings did not take place in the manner agreed upon by the parties to the arbitration or such agreement was not concluded or if the establishment of the arbitration court or the course of the arbitration proceedings were in conflict with the provisions of the Slovak arbitration acts if these facts could have had an impact on the final decision.

The court will only take the above objections into consideration if they were raised by a concerned party within the relevant deadlines during the course of the arbitration proceedings.

An arbitral award can be set aside by a court ex officio if the court concludes that there are grounds to reject the recognition and enforcement of the arbitral award, specifically that the arbitral award is in conflict with the public order of the Slovak Republic or if matters decided by the arbitration award are non-arbitrable under the legal order of the Slovak Republic.

#### **18. What is the number of instances available for challenging awards via setting aside proceedings?**

Two instances with a possibility to file an extraordinary appeal to the Supreme Court of the Slovak Republic.

An extraordinary appeal is admissible against any decision of the appellate court on the merits or by which the proceedings are terminated if:

- A decision was made in the matter which is outside the scope of the court's jurisdiction;
- A party did not have procedural legal standing;
- A party did not have full capacity to act independently in court and was not represented by a legal representative or procedural guardian;
- The same matter has already been legally decided (*res iudicata*) or proceedings have already been initiated in the same matter (*lis pendens*);
- The decision was made by a disqualified judge or an incorrectly constituted court;
- By incorrect procedure the court prevented a party from exercising their procedural rights to such an extent that the right to a fair trial was violated.

Furthermore, an extraordinary appeal is admissible against a decision of the appellate court which confirmed or changed the decision of the court of first

instance if the decision of the appellate court depended on the resolution of a legal question:

- In the resolution of which the appellate court deviated from the established decision-making practice of the Supreme Court;
- Which has not yet been resolved in the decision-making practice of the Supreme Court or
- Which is decided differently by the Supreme Court.

**19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

60 days after delivery of the arbitral award to the concerned party.

**20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

First instance: Municipal Court Bratislava III, District Court Banská Bystrica and Municipal Court Košice. The competent court among these three courts is the one with territorial jurisdiction over the seat of arbitration.

Second instance: Regional Court Bratislava as the appellate court against decisions of the Municipal Court Bratislava III, Regional Court Banská Bystrica as the appellate court against decisions of the District Court Banská Bystrica and Regional Court Košice as the appellate court against decisions of the Municipal Court Košice.

This does not apply to consumer arbitral awards.

**21. What is the average length of setting aside proceedings?**

12-18 months.

**22. What is the applicable court fee in setting aside proceedings (per instance)?**

Fixed court fee of EUR 470 (first instance).

Fixed court fee of EUR 7 (appeal).

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

Comprehensive data is not publicly available. According to information provided by the Arbitration Court of the Slovak Bar Association, however, none of its awards have recently been set aside.

**24. Can awards be appealed (on facts and/or law)?**

Yes, but only if agreed upon by the parties in the arbitration agreement and to the extent of such agreement.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

No. A court can only reject a motion for setting aside an arbitral award or set aside the arbitral award.

**26. What are the circumstances, if any, where foreign qualified attorneys**

### **can appear before a local court in setting aside proceedings?**

It is possible; however, foreign qualified attorneys can only appear as legal counsel of a party before courts if they are registered in a separate registry of international attorneys maintained by the Slovak Bar Association (registration is subject to fulfilment of certain requirements specified by the Slovak Advocacy Act).

In this context, it is important to note that the only official language of Slovak courts is the Slovak language (parties or other subjects of the proceedings who do not understand Slovak, however, have a right to an interpreter).

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## **ENFORCEMENT OF FOREIGN ARBITRATION AWARDS**

### **27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

District Court Banská Bystrica.

### **28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**

Such data is not publicly available.

### **29. What are the grounds for the refusal to enforce arbitration awards?**

Enforcement can be refused upon a party's motion, provided that such party proves that:

- It did not have the capacity to conclude an arbitration agreement, the arbitration agreement was not concluded in accordance with the legal order governing the arbitration agreement or such an agreement was not concluded according to the legal order of the state where the arbitration award was issued,
- It was not properly notified of the appointment of an arbitrator or of the arbitration proceedings, or was not allowed to participate in the arbitration proceedings,
- A dispute was decided by a foreign arbitration award for which an arbitration agreement was not concluded, or which is not within the limits of the arbitration clause, or the award exceeds the scope of the arbitration agreement,
- The arbitration court was not established or the arbitration proceedings did not take place in the manner agreed upon by the parties to the arbitration proceedings; if the agreement was not concluded and if the establishment of the arbitration court or the course of the arbitration proceedings was in conflict with the legal order of the country where the arbitration proceedings were held, enforcement can be refused if these facts could have an impact on the decision in the main matter, or
- The arbitral award has not become final and binding for the parties to the arbitration proceedings or its enforcement has been postponed by the court of the state in which or under whose legal order the arbitral award was issued or was annulled by this court.
- Enforcement can be refused ex officio if the foreign arbitration award is in conflict with the public order of the Slovak Republic or if matters decided by the arbitration award are non-arbitrable under the legal order of the Slovak Republic.

### **30. Can an award subject to setting aside proceedings be enforced?**

Yes; however, the enforceability of an international award subject to setting aside proceedings can be postponed by a Slovak court upon the request of the party to the proceedings that initiated the setting aside proceedings.

### **31. Can awards set aside at the seat of arbitration be enforced?**

Yes (for example, if the party does not object to the enforcement of such award).

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## **THE ARBITRATION MARKET**

### **32. What are the principal arbitral institutions in your jurisdiction?**

- Arbitration Court of the Slovak Bar Association (more information available in English at <https://info.sak.sk/en/court/>);
- Arbitration Court of the Slovak Chamber of Commerce and Industry (more information available in English at <https://www.sopk.sk/rs>).

### **33. What is the caseload in these institutions?**

Precise data are not publicly available, but our estimate is approximately 100 cases annually in total.

### **34. What are the main hearing centres in your jurisdiction?**

Bratislava, Košice.







# SLOVENIA

### **1. Where is the law on arbitration contained?**

The law on arbitration is contained in the Slovenian Arbitration Act, which was published in the Official Gazette of the Republic of Slovenia, no. 45/08, and came into force on 10 August 2008 (Arbitration Act).

### **2. Is the jurisdiction a Model Law country?**

Yes, the Arbitration Act is based on the UNCITRAL Model Law on International Commercial Arbitration (with the 2006 amendments).

### **3. Are there any notable differences from the Model Law?**

There are certain minor departures, but no significant differences from the Model Law. One example is the express reference, in Article 42(2) of the Arbitration Act, to the applicability of the NY Convention to the recognition and enforcement of foreign arbitral awards.

### **4. Is the jurisdiction a party to the NY Convention?**

Yes.

### **5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

The law does not differentiate between domestic and international arbitration.

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## **THE ARBITRATION AGREEMENT. ARBITRABILITY**

### **6. What are the form and content requirements for an arbitration agreement?**

Generally, an arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement. The arbitration agreement must be in writing (a document signed by the parties or an exchange of letters, facsimile messages, telegrams, electronic mail or other means of communication or recording of data which provide a record of the arbitration agreement that is accessible and suitable for subsequent reference). An arbitration agreement is validly entered into also if the claimant brings an action in arbitral proceedings and the respondent does not raise an objection that the arbitral tribunal does not have jurisdiction, at the latest in the statement of defence. The Arbitration Act also provides for certain other specific forms of arbitration agreements.

An arbitration agreement is substantially an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined contractual or non-contractual legal relationship.

### **7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

An arbitration agreement may be entered into by any natural or legal person, which includes the Republic of Slovenia and other public law entities.

### **8. Are there any restrictions on the subject matter of an arbitration agreement?**

The subject of an arbitration agreement may be any pecuniary claim. Non-pe-

consumer claims may be the subject of an arbitration agreement if the matter is capable of settlement. Specific requirements apply for disputes arising from consumer and employment contracts, which may only be submitted to arbitration after they have arisen. The arbitration agreement must be contained in a separate written document hand-signed by the consumer or employee.

**9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

As a rule, non-signatories are not bound by an arbitration agreement, save in the case of legal succession (e.g., assignment of rights and obligations under a contract, or universal legal succession due to inheritance of a natural person, or an absorption or liquidation of a legal person).

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## **APPEARING IN ARBITRATION**

**10. Are there any restrictions on who can serve as an arbitrator?**

The law does not set limits on who can serve as an arbitrator; therefore, the parties have full autonomy in appointing arbitrators. Unless otherwise agreed by the parties, the citizenship of the arbitrator cannot be an obstacle to appointment.

**11. Can foreign qualified attorneys appear as counsel in arbitration seated in the jurisdiction?**

Any domestic or foreign person with full legal capacity, including a domestic or foreign law firm, can act as counsel.

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## **ASSISTANCE BY COURTS DURING ARBITRATION**

**12. Is there a specialised court/department that has jurisdiction over arbitration-related matters (assistance during arbitration)?**

The District Court in Ljubljana has general jurisdiction over arbitration-related matters.

By way of exception, if the subject matter of the arbitration is a consumer dispute, the competent court is determined in accordance with the general rules on jurisdiction. Similarly, if the subject matter of the arbitration is a labour dispute, the competent court is the labour court which would have territorial jurisdiction to decide the dispute if the case had not been submitted to arbitration.

**13. Can the courts enforce interim measures ordered by arbitral tribunals/emergency arbitrators?**

Yes, unless a request for the issuance of such interim measure has already been filed with the court.

**14. Do the courts in your jurisdiction issue anti-suit injunctions?**

No.

**15. Can documents be submitted in a language other than the official language of the court?**

No. Any documents in foreign languages must be translated into Slovene by a court-certified translator.

## THE SETTING ASIDE OF AWARDS

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### **16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards)**

The Arbitration Act provides for the setting aside of “arbitral awards,” which in principle includes any form of award, i.e., partial and final awards, but not procedural orders or other similar acts of the tribunal.

### **17. What are the possible grounds for the setting aside of arbitral awards?**

An arbitral award may be set aside by the court only if the requesting party proves that:

- A party to the arbitration agreement was somehow incapable of concluding such agreement or that the agreement is not valid under the law to which the parties have subjected it or, failing any indication thereof, under Slovenian law;
- The party requesting that the award be set aside was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present its case;
- The award concerns a dispute which is not covered by the arbitration agreement or contains a decision on issues which go beyond the limits of the arbitration agreement;
- The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was not in accordance with the law.

Grounds for setting aside an arbitral award also include the inability of the subject matter of the dispute to be settled by arbitration or the conflict of the award with the public policy of the Republic of Slovenia, which the court monitors and rules on ex officio.

### **18. What is the number of instances available for challenging awards via setting aside proceedings?**

Arbitral awards can be challenged in the District Court in Ljubljana by an application for setting aside of the arbitral award. The only remedy available against such decision is an appeal, which is decided directly by the Supreme Court of the Republic of Slovenia. No extraordinary legal remedies are allowed.

### **19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

The setting aside proceedings must be instituted within three months from the date on which the award was served on the party making the request. In the case of a request for correction, interpretation or the issuance of an additional award, the time period is extended up to a maximum of thirty days from the date of receipt of the request by the arbitral tribunal in that matter.

### **20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

The District Court in Ljubljana.

**21. What is the average length of setting aside proceedings?**

Information not available.

**22. What is the applicable court fee in setting aside proceedings (per instance)?**

The applicable court fee for filing an application depends on the value of the subject matter at issue, and ranges from EUR 54.00 to EUR 6,525.00 (based on the application by reference of civil litigation rules).

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

We have not encountered any cases of successful setting aside. In our estimate, the percentage is exceptionally low.

**24. Can awards be appealed (on facts and/or law)?**

No.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

A court may, if requested by a party and if it considers it appropriate, suspend the setting-aside proceedings for a determined period of time in order to give the arbitral tribunal an opportunity to resume the arbitral proceedings or to take such other actions as in the arbitral tribunal's opinion may eliminate the grounds for setting aside.

**26. What are the circumstances, if any, where foreign qualified attorneys can appear before a local court in setting aside proceedings?**

For the regulation of the procedure for setting aside an arbitral award, the Slovenian Arbitration Act refers to the provisions of the Slovenian Civil Procedure Act, which stipulates generally that, in proceedings before the district court, only a lawyer or another person who has passed the national bar exam may act as a legal representative. In accordance with the Slovenian Attorneys Act, foreign qualified attorneys may provide legal services in Slovenia and represent parties subject to the fulfilment of certain administrative conditions and procedures.

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**ENFORCEMENT OF FOREIGN ARBITRATION AWARDS**

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**27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

An arbitral award issued in an arbitration seated in Slovenia may be enforced when the District Court in Ljubljana has declared it enforceable. An arbitral award issued in an arbitration seated outside of Slovenia becomes effective when it has been recognised by the District Court in Ljubljana, and the NY Convention applies to its recognition and enforcement. The recognition of an interim measure issued in domestic or foreign arbitration is decided by the court having jurisdiction pursuant to the rules governing the enforcement and securing of claims.

**28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**

Information not available.

**29. What are the grounds for the refusal to enforce arbitration awards?**

Grounds for the refusal to enforce an arbitral award are those of the New York Convention:

- Some incapacity of a party to the arbitration agreement, invalidity of the arbitration agreement under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the award was made;
- Improper notice of the appointment of an arbitrator or of the arbitral proceedings to the party against whom the award is invoked or other inability to present his case;
- The award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be recognised and enforced;
- The composition of the arbitral tribunal or 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;
- The award has not yet become binding on the parties or has been set aside or suspended by a court of the country in which, or under the law of which, that award was made;
- The subject matter of the dispute is not capable of settlement by arbitration under the law of the country;
- The recognition or enforcement of the award would be contrary to the public policy of the country.

**30. Can an award subject to setting aside proceedings be enforced?**

Yes.

**31. Can awards set aside at the seat of arbitration be enforced?**

As a general rule, no. However, Slovenian legal theory takes the position that the courts should have the discretion to exceptionally enforce an arbitral award set aside at their seat.

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**THE ARBITRATION MARKET**

**32. What are the principal arbitral institutions in your jurisdiction?**

The Ljubljana Arbitration Centre at the Chamber of Commerce of Slovenia is the primary arbitral institution.

**33. What is the caseload in these institutions?**

Information not available.

**34. What are the main hearing centres in your jurisdiction?**

The main hearing centre is with the Ljubljana Arbitration Centre at the Chamber of Commerce of Slovenia.





# UKRAINE

### **1. Where is the law on arbitration contained?**

Ukraine has two arbitration acts: (1) Law of Ukraine “On international commercial arbitration” of 1994 (“Ukrainian Arbitration Act”), and (2) Law of Ukraine “On [domestic] arbitration courts” of 2004. The answers in this country report are based on the Ukrainian Arbitration Act.

### **2. Is the jurisdiction a Model Law country?**

Yes, the Ukrainian Arbitration Act is based on the Model Law of 1985 with very few deviations.

### **3. Are there any notable differences from the Model Law?**

Inconsistent translation of some terms:

- Arbitrability (Article 1)
- Authorities for certain functions of arbitration assistance and supervision (Article 6)
- Interim measures (Article 17)
- Court assistance in taking of evidence (Article 27)
- Form and contents of award (Article 31)
- Default of a party - adverse inference (Article 25)
- Annexes to the Law (Statutes of the International Commercial Arbitration Court and of the Ukrainian Maritime Arbitration Commission (the ICAC and MAC))

### **4. Is the jurisdiction a party to the NY Convention?**

Yes, since 1961.

### **5. Does the law treat domestic/international arbitration seated in the jurisdiction differently?**

Domestic and international arbitration are governed by two different laws. They have different arbitrability rules, different procedures, and different setting aside and enforcement regimes.

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## **THE ARBITRATION AGREEMENT. ARBITRABILITY**

### **6. What are the form and content requirements for an arbitration agreement?**

An arbitration agreement is an agreement between the parties to submit all or certain disputes that have arisen or may arise between them to arbitration in connection with any specific legal relationship, whether contractual or not. The arbitration agreement can be made in the form of an arbitration clause in a contract or as a separate agreement. It must be in writing. It is considered to be in written form if it is contained in a document signed by the parties or if it appears in a securities prospectus (or a decision on the issuance of securities) that provides for the appointment of an administrator for the issuance of bonds. It can also be concluded by an exchange of letters, electronic messages, if the information contained in them is accessible for future use, or by telex, telegram, or other means of telecommunication that ensure a record of such agreement.

Additionally, an arbitration agreement can be established through an exchange of a statement of claim and a statement of defense in which one

party asserts the existence of the agreement, and the other party does not object. A reference in an agreement to a document containing an arbitration clause constitutes an arbitration agreement, provided that the agreement is in written form and this reference makes the clause part of the agreement.

**7. Are there any restrictions on the persons who may enter into an arbitration agreement?**

Yes. The Ukrainian Arbitration Act allows “disputes arising between enterprises with foreign investment... established in the territory of Ukraine; disputes between the participants of such entities; as well as disputes between such entities and other subjects of the law of Ukraine” to be referred to international arbitration, e.g., disputes between a Ukrainian entity with a foreign shareholder(s) and a Ukrainian entity with a Ukrainian shareholder(s). However, two entities owned by Ukrainian shareholders only may not refer the dispute to international arbitration (they may, however, choose domestic arbitration instead).

**8. Are there any restrictions on the subject matter of an arbitration agreement?**

Yes. The parties can submit any dispute subject to the jurisdiction of a commercial court to a domestic arbitration court or international commercial arbitration, except:

- Disputes on state registration or a record of rights to immovable property, intellectual property rights, or rights to securities;
- Disputes on recognising certain acts as invalid;
- Disputes on challenging the acts (decisions) of commercial entities and their bodies, officers and employees in the field of organization and carrying out commercial activities;
- Disputes between a legal entity and its officers (including officers whose powers are terminated) concerning compensation for damage suffered by the legal entity due to the officer’s acts (or omissions), if initiated upon request of the owner (participant, shareholder) of the legal entity in question in the latter’s interests;
- Disputes involving property claims against a debtor subject to bankruptcy proceedings.

**9. Can non-signatories be bound by an arbitration agreement, and, if so, subject to what conditions?**

Theoretically, yes, e.g., in case of succession (e.g., M&A transactions), assignment, etc.

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**APPEARING IN ARBITRATION**

**10. Are there any restrictions on who can serve as an arbitrator?**

No.

**11. Can foreign qualified attorneys appear as counsel in arbitrations seated in the jurisdiction?**

Yes.

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## ASSISTANCE BY COURTS DURING ARBITRATION

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**12. Is there a specialised court/department that has jurisdiction over arbitration-related matters (assistance during arbitration)?**

No.

**13. Can the courts enforce interim measures ordered by arbitral tribunals/emergency arbitrators?**

Yes.

**14. Do the courts in your jurisdiction issue anti-suit injunctions?**

Maybe.

**15. Can documents be submitted in a language other than the official language of the court?**

No.

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## THE SETTING ASIDE OF AWARDS

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**16. What kind of arbitral decisions can be set aside? (POs/Partial Awards/Final Awards)**

Partial Awards, Final Awards.

**17. What are the possible grounds for the setting aside of arbitral awards?**

Identical to those of Article 34 of the UNCITRAL Model Law:

- One of the parties to the arbitration agreement was under some incapacity.
- The arbitration agreement is invalid under the law to which the parties have subjected it, or in the absence of such a designation, under the laws of Ukraine.
- A party has not been duly notified of the appointment of the arbitrator or of the arbitration proceedings or for other valid reasons was unable to present its case.
- The award deals with a dispute not covered by the arbitration agreement or not subject to its terms, or contains decisions on matters outside the scope of the arbitration agreement.
- The composition of the arbitral tribunal or the arbitration procedure did not comply with the parties' agreement, unless such agreement contradicts any provision of the Law of Ukraine "On international commercial arbitration" from which the parties cannot derogate, or, in the absence of such an agreement, did not comply with the Law of Ukraine "On international commercial arbitration".
- The subject matter of the dispute cannot be submitted to arbitration under the laws of Ukraine.
- The award is contrary to the public policy of Ukraine.

**18. What is the number of instances available for challenging awards via setting aside proceedings?**

Two.

**19. What is the applicable time limit for initiating setting aside proceedings (only in the first instance)?**

Three months.

**20. Is there a specialised court/department that has jurisdiction over setting aside proceedings (per instance)?**

No.

**21. What is the average length of setting aside proceedings?**

3-9 months.

**22. What is the applicable court fee in setting aside proceedings (per instance)?**

For the first instance: 0.2-0.5 times the minimum living wage (as of November 2024 around EUR 35)

For the second instance: 150% of the amount payable in the first instance.

**23. In the past ten years, what percentage of awards have been set aside by the local courts?**

Less than 1%.

**24. Can awards be appealed (on facts and/or law)?**

No.

**25. Can a court remit the award to the arbitral tribunal to eliminate set-aside grounds?**

Yes.

**26. What are the circumstances, if any, where foreign qualified attorneys can appear before a local court in setting aside proceedings?**

The Ukrainian legislation does not mention any specific qualification requirements for setting aside proceedings.

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## **ENFORCEMENT OF FOREIGN ARBITRATION AWARDS**

**27. Is there a specialised court/department that has jurisdiction over enforcement proceedings?**

No.

**28. What is the percentage of cases in which local courts have refused to enforce any arbitration awards in the past 10 years?**

Around 5%.

**29. What are the grounds for the refusal to enforce foreign arbitration awards?**

Identical to those of Article 36 of the UNCITRAL Model Law:

- One of the parties to the arbitration agreement was under some incapacity.
- The arbitration agreement is invalid under the law to which the parties have subjected it, or in the absence of such a designation, under the law of the country where the award was made.
- The party against whom the award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case.
- The award deals with a dispute not covered by the arbitration agreement or not subject to its terms, or contains decisions on matters outside the scope of the arbitration agreement.
- The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the parties' agreement or, failing such agreement, was not in accordance with the law of the country where the arbitration took place.
- The award has not yet become binding on the parties or has been set aside or suspended by a court of the country in which, or under the law of which, that award was made.
- The subject matter of the dispute cannot be submitted to arbitration under the laws of Ukraine.
- The recognition and enforcement of the award is contrary to the public policy of Ukraine.

**30. Can an award subject to setting aside proceedings be enforced?**

Yes.

**31. Can awards set aside at their seat be enforced?**

Theoretically, yes.

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**THE ARBITRATION MARKET**

**32. What are the principal arbitral institutions in your jurisdiction?**

International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry (ICAC).

**33. What is the caseload in these institutions?**

ICAC – reports (584 new cases in 2023).

**34. What are the main hearing centres in your jurisdiction?**

Hearing rooms of the ICAC.



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