

GUIDE TO ARBITRATION PLACES (GAP)

GREECE

CHAPTER PREPARED BY

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There have not been any material changes requiring an update to this chapter (including the traffic lights) since the date of the latest version. Nonetheless, please note that this chapter does not constitute legal advice and its authors, the contributing law firm and Delos Dispute Resolution decline any and all responsibility.

IN-HOUSE AND CORPORATE COUNSEL SUMMARY

Greece (officially the “Hellenic Republic”) is a civil law jurisdiction. The Constitution is the supreme source of legislation, which provides *inter alia* that international conventions ratified by Greece and European Union (EU) legislation both prevail over local laws. In Greece, a fundamental distinction is made between private and public law. The application of public law mainly depends on whether a party in a legal relationship acts as a public authority / public body. Civil law is a branch of private law. The sources of civil law are legislation (i.e. statutes enacted by the Greek Parliament), customs which nowadays have very limited use, and the generally accepted rules of international law (article 28 of the Constitution). In addition, criminal, civil and administrative substantive and procedural law matters are regulated by the relevant applicable codes. The jurisprudence of Greek courts is not considered as a source of law.

Greece is broadly considered to be the first country where arbitration as a dispute settlement method was ever recorded, at the very dawn of its ancient history.¹ In modern times, Greece keeps up with this legacy, providing an arbitration-friendly legal environment. However, arbitration is not the dominant method of dispute resolution and is usually reserved for large-scale disputes, while the majority of cases are still resolved through regular court proceedings. Nonetheless, in recent years, there has been a growing tendency in Greece to use arbitration, whilst the well-equipped legal framework renders the country an attractive option for arbitration, domestic or international.

Greece is a party to a significant number of international treaties related to arbitration, such as the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (Law No. 4220/1961) (“**NYC**”), the 1927 Geneva Convention on the Execution of Foreign Arbitral Awards and the 1923 Geneva Protocol on Arbitration Clauses.² With respect to investment and trade disputes, Greece is also party to the Convention on the Settlement of Investment Disputes between States and Nationals of Other States (“**ICSID Convention**”), ratified by Law 608/1968, in force since 21 May 1969, and to numerous bilateral³ and multilateral investment treaties, such as the 1994 Agreement Establishing the World Trade Organisation and the 1994 Energy Charter Treaty. Notably, Greece is among the first countries that incorporated the UNCITRAL Model Law into Greek legislation back in 1999.

Greece has adopted a dualistic arbitration legal system, distinguishing between domestic arbitration legislation (mainly found in the Greek Code of Civil Procedure; see Chapter 7, Articles 867-903) and legislation relating to international arbitration, namely, Law No. 5016/2023⁴ (“**Greek Law on International Arbitration**”), which is based on the UNCITRAL Model Law (including its 2006 amendments).

¹ By 500 B.C., arbitration had near universal acceptance among Greek states and by the time of the Peloponnesian War, the procedure was broadly understood and centuries old; Henry T. King, Jr. & Marc A. LeForestier, Arbitration in Ancient Greece, 49 DIS. RES. J. 38 at 38 (Sept. 1994); see also MARCUS NIEBUHR TOD, INTERNATIONAL ARBITRATION AMONGST THE GREEKS 7-52 (1913) (providing an impressive list of eighty-two arbitral decisions and treaties in Ancient Greece); Characteristic is the 418 BCE peace between the cities of Sparta and Argos included as its first clause: “*They shall submit to arbitration on fair and equal terms, according to their ancestral customs*”, W.L. Westermann, Interstate Arbitration in Antiquity, 2 CLASSICAL J. 197, 199 (Mar. 1907), at 41 quoting (THUCYDIDES v. 77 (Benjamin Jowett, trans., 1900)).

² However, as per Art. 7 (II) of the NYC, the 1927 Geneva Convention and the 1923 Geneva Protocol don't have effect between contracting States of the NYC. Hence, their practical utility is limited only to States bound by said Conventions but not by the NYC.

³ Greece is a party to forty seven (30) Bilateral Investment Treaties among which 27 are in force (as per official information provided by UNCTAD, see [here](#)). In relation to the provisions pertaining to the recognition and enforcement of arbitral awards, given that the vast majority of said conventions exist between Greece and other States which are also signatories to the NYC, Art. 7 (I) of the latter applies. Hence, bilateral conventions preceding the NYC (its entry into force) are not affected, whereas bilateral conventions concluded afterwards may apply on the basis of the more-favourable-right provision of said Article.

⁴ The recently enacted Law No. 5016/2023 has replaced Law No. 2735/1999 on International Commercial Arbitration – the first Law of its kind, that had been applied in Greece for nearly 25 years.

Arbitration in Greece is becoming particularly common in the context of disputes arising out of international contracts. It is remarkable that even the Greek State resorts to arbitration, especially in matters related to public works. Among the most common arbitration matters that involve Greek parties are commercial construction and energy disputes. The majority of these are resolved through institutional arbitration.

Key places of arbitration in the jurisdiction?	Athens.
Civil law / Common law environment? (if mixed or other, specify)	Civil law.
Confidentiality of arbitrations?	<p>Greek Law on International Arbitration leaves such decisions to the parties and in absence of a respective agreement, to the arbitral tribunal. Domestic arbitration law is silent on the matter. Such agreement can be either explicit, found in the arbitration clause or the terms of reference, or implicit, by way of choosing specific institutional arbitration rules that govern the proceedings, which provide for confidentiality obligations.</p> <p>Hearings are usually held in closed sessions between arbitrating parties represented by their counsel and advisors. The tribunal's deliberations are always confidential. Arbitral awards are not published, but they are registered with a court registry, access to which can be provided in exceptional circumstances and exclusively to persons justifying a legitimate interest.</p>
Requirement to retain (local) counsel?	It is common practice but not a specific legal requirement, with the exception of domestic arbitration proceedings, where it is advisable for local counsel to be retained.
Ability to present party employee witness testimony?	Parties are, in principle, allowed to submit witness testimonies of their employees.
Ability to hold meetings and/or hearings outside of the seat and/or remotely?	Parties may choose to hold meetings and/or hearings at venues outside the seat of arbitration and/or remotely. Unless the parties have agreed on a specific venue, the tribunal has the discretion to decide where/in which manner to hold meetings and/or hearings. While there is no restriction in this regard, it is dependent upon the parties' choice and (in its absence) upon the tribunal's discretion to hold meetings and/or hearings remotely.
Availability of interest as a remedy?	Interest is a matter of the applicable substantive law. Generally, arbitrators may award interest, provided that the rate is not higher than the statutory limits.
Ability to claim for reasonable costs incurred for the arbitration?	The arbitral tribunal has discretion in respect of the allocation of costs taking into consideration the circumstances of the case.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Both in court and arbitral proceedings, Greek lawyers may enter into contingency fee agreements, but only for up to 20% (or 30% if more than one lawyer is handling the case) of their fees. Third-party funding is not prohibited, although it is not common yet in

	greek arbitral practice.
Party to the New York Convention?	Greece has been a contracting party to the NYC since 1961 (Law No. 4220/1961), with two reservations: (i) with regard to reciprocity (the NYC applies exclusively with respect to arbitral awards issued in another contracting state) and (ii) only with respect to commercial disputes (the Convention applies only to those arbitral awards that have ruled on disputes in which the underlying legal relationship has a commercial nature), as per Art. I (3) NYC. ⁵
Party to the ICSID Convention?	Greece has been a contracting party to the ICSID Convention since 1966, and the ICSID Convention was ratified by Law No. 608/1968.
Compatibility with the Delos Rules?	The Greek arbitration law regime is fully compatible with the Delos Rules. Following its recent reform, the Greek Law on International Arbitration has been brought up to speed with modern arbitration practice. It has no major deviations on the fundamental matters as compared with the Delos Rules. One noticeable difference is that the Delos Rules are more detailed in regulating technical/procedural aspects of arbitration, as expected when it comes to institutional arbitration rules compared with domestic arbitration laws.
Default time-limitation period for civil actions (including contractual)?	Time limitation is a matter of substantive law. The law of limitation is applicable to all kinds of actions brought before arbitral tribunals. The general limitation period under Greek law is twenty (20) years, however, there are several exceptions to this rule, such as the limitation period of five (5) years for commercial claims and torts subject to any other special rules that may apply.
Other key points to note?	<ul style="list-style-type: none"> - The main advantage of arbitration compared to litigation is that it is normally quicker with more flexible procedural rules. - An award issued in Greece within the framework of international arbitration is enforceable in other jurisdictions in accordance with the NYC. - All foreign awards can be recognised and enforced in Greece in accordance with the NYC, even if they are issued by an arbitral tribunal of a state that is not a party to the NYC (Art. 45(2) of Greek International Arbitration Law).
World Bank, Enforcing Contracts: <i>Doing Business</i> score 2020, if available?	146 th with a score of 48.1.
World Justice Project, Rule of Law Index: <i>Civil Justice</i> score for 2022, if	Greece ranks 44 out of 137 countries with a score of 0.61.

⁵ Regarding the reciprocity reservation, however, it is noted that under Art. 45(2) of Greek International Arbitration Law, the latter's provisions transposing into Greek law the NYC are generally applicable to all foreign arbitral awards, including awards made in a country which has not ratified the NYC.

available?

ARBITRATION PRACTITIONER SUMMARY

International commercial arbitration, as a dispute resolution mechanism for international disputes, was introduced in Greece quite early, upon the ratification of the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards in 1962 and the incorporation of the UNCITRAL Model Law in the Greek legal order via Law 2735/1999 in 1999. The newly enacted Law on International Arbitration replaced the older Law 2735/1999, which had been applied in Greece for almost 25 years. The new Greek Law on International Arbitration aims at modernising the national rules on international commercial arbitration, taking into account the 2006 amendments to the UNCITRAL Model Law, international developments and contemporary trends in international arbitration, as well as the need for linguistic improvements and clarity to the text of the previous Law 2735/1999.

A dualistic arbitration system is in place in Greece: there is a distinction between domestic and international arbitration, which are each governed by different provisions of law. Domestic arbitration is governed by the Greek Code of Civil Procedure ("**GCCP**"), Chapter 7, Articles 867-903, while international arbitration is primarily governed by the aforementioned Greek Law on International Arbitration with few references to GCCP.⁶ Therefore, at the outset of the arbitration process, one of the issues to be assessed is whether the subject matter of the arbitration is of a domestic or international nature. The relevant guidance is given by Art. 3(2) of the Greek Law on International Arbitration, which follows the UNCITRAL Model Law principles: an arbitration is 'international' if:

(i) the parties to the arbitration agreement have, at the time of the conclusion of that agreement, their places of business in different states; or

(ii) one of the following places is situated outside the State in which the parties have their places of business:

- the place (seat) of arbitration (if determined in or pursuant to the arbitration agreement); or
- any place where a substantial part of the obligations of the commercial relationship is to be performed; or
- the place with which the subject matter of the dispute is most closely connected; or

(iii) the parties expressly agreed that the subject matter of the arbitration agreement relates to more than one country.

It is noteworthy that the Greek Law on International Arbitration gives the parties the possibility to agree on the applicability of the Law, irrespective of whether the arbitration is not considered "international" based on the aforementioned criteria.⁷

This Chapter focuses principally on issues of arbitration practice in Greece and the interpretation and application of the relevant legislative framework for international arbitration and international arbitral awards, namely the Greek Law on International Arbitration and the NYC.

Date of arbitration law?	The Greek Law on International Arbitration was enacted in 2023, published in the Hellenic Official Gazette No. A' 21/04.02.2023 and
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⁶ The application of the provisions of Chapter 7 of the GCCP to international commercial arbitral proceedings on an ancillary basis is not precluded as a matter of principle, but it has been drastically limited, if not extinguished, by the application of the UNCITRAL Model Law together with the NYC and the enactment of the new, modernised Law on International Arbitration No. 5016/2023.

⁷ Art. 3(2)(c) of Greek Law on International Arbitration.

	has not undergone any subsequent amendments since.
UNCITRAL Model Law? If so, any key changes thereto? 2006 version?	By Greek Law on International Arbitration, Greece adopted the 2006 version of the UNCITRAL Model Law, with minor variations therefrom and novel additions (for instance, reform of provisions regulating multiparty arbitrations, emergency arbitrator proceedings, discovery etc.).
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	No. Ordinary Greek Civil Courts handle arbitration-related matters. The Court of Appeal is competent to review applications for the annulment of arbitral awards, while the single-member Court of First Instance is competent to provide the assistance needed in relation to arbitral proceedings. It also handles, at first instance, requests for recognition and enforcement of foreign arbitral awards. Domestic courts are generally familiar with international arbitration proceedings, particularly with respect to issues upon which they are entitled to rule or assist in accordance with Greek arbitration laws.
Availability of <i>ex parte</i> pre-arbitration interim measures?	The courts may grant <i>ex parte</i> interim measures in rather exceptional circumstances, subject to the discretion of the judge.
Courts' attitude towards the competence-competence principle?	The arbitral tribunal may rule on its own jurisdiction as per Article 23(1) of the Greek Law on International Arbitration. This principle is generally recognised and respected by Greek courts.
May an arbitral tribunal render a ruling on jurisdiction (or other issues) with reasons to follow in a subsequent award?	In principle, yes; however, if the ruling on jurisdiction is in the form of an interim or final award, it should contain reasons. Under Art. 23, para 3 of the Greek Law on International Arbitration, a preliminary ruling on jurisdiction is permitted, and it is considered as part of the final award. This final award must contain reasoning; Art. 40 para. 2 (" <i>Type and Content of Arbitral Award</i> ") of the Greek Law on International Arbitration requires that the award shall include reasons (including on any jurisdictional matter addressed in a preliminary ruling), except if the parties have agreed otherwise. ⁸ As per prevailing legal theory ⁹ Art. 40 applies to all types of awards (whether interim or final). If the ruling on jurisdiction (or other issues) does not amount to an interim or final award, reasons may follow in the subsequent (interim or final) award.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Only the grounds set out in the NYC (as per Article 45(1) of Greek Law on International Arbitration).
Do annulment proceedings typically suspend enforcement	Annulment proceedings do not automatically suspend the enforceability of the award. However, in the event that a

⁸ The same applies for domestic arbitrations as per Art. 892 para. 2(e) GCCP.

⁹ K. Calavros, 'International Commercial Arbitration', 2019, Sakkoulas Ed., p. 498 ("*Calavros*").

proceedings?	competent court considers that at least one ground for annulment has a high prospect of success, it may, at its discretion, order the suspension of enforcement (with or without provision of security).
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Whilst there is no established jurisprudence of Greek courts in this respect and international legal theory is divided, Greek Courts have recently refused enforcement of a foreign arbitral award, among other reasons, because of the annulment of the award at its seat. Generally speaking, in Greece, the idea of an <i>a-national</i> award, <i>i.e.</i> not connected to a specific legal order, is unfamiliar; thus, enforcement of an annulled award, despite modern theoretical approaches to the contrary, remains unlikely.
If an arbitral tribunal were to order a hearing to be conducted remotely (in whole or in part) despite a party's objection, would such an order affect the recognition or enforceability of an ensuing award in the jurisdiction?	<p>In view of the absence of a common agreement of the parties on a remote hearing, the arbitral tribunal may deliberate at any venue and in any manner it considers appropriate, as per Art. 28(2) Greek Law on International Arbitration.</p> <p>The objection of one of the parties does not, <i>ipso facto</i>, affect the recognition or enforceability of an ensuing award insofar as the mandatory provisions of Greek Law are respected. The party seeking to oppose enforcement could, theoretically, challenge the recognition or enforceability of such award only in cases where a violation of its right to be heard or on other grounds set forth in Art. 43 of Greek Law on International Arbitration, including violation of public policy.</p>
Key points to note in relation to arbitration with and enforcement of awards against public bodies at the jurisdiction?	<p>Arbitration of private disputes of public bodies is, in principle, permitted.</p> <p>State or State entities which agree to arbitration may not invoke their sovereign immunity to challenge or avoid the jurisdiction of the arbitral tribunal, and such a defence is, in principle, deemed waived. Although there are several opinions on whether the State, on the basis of such immunity, can challenge the enforcement process, assets that serve economic or commercial activity regulated by private law are typically subject to enforcement.</p> <p>In the context of domestic arbitrations, the Greek State is permitted to sign an arbitration agreement and appoint arbitrators only upon receipt of an opinion of the Plenary of the Legal Council of State and a subsequent decision of the Minister of Finance and the (other) competent Minister.¹⁰ This rule does not apply to arbitration agreements included in contracts with foreign legal or natural persons.</p> <p>Arbitration is mandatory for disputes arising out of contracts entered into by Public-Private Partnerships ('PPPs') (Law No. 3389/2005) or disputes relating to the protection of foreign investments under Legislative Decree no. 2867/1953.</p>
Is the validity of blockchain-based	There is no publicly known legal precedent in the jurisprudence of

¹⁰ Art. 49, para. 1 rec. B' of Introductory Law of the GCCP and Art. 8 para. 2 of Statutory Law No. 736/1970.

evidence recognised?	Greek courts in this respect. However, according to Article 279 of the Greek Law on International Arbitration, the parties are, in principle, free to determine the rules, including the taking and types of evidence.
Where an arbitration agreement and/or award is recorded on a blockchain, is it recognised as valid?	Blockchain arbitration is a recent concept and has not been developed or regulated in Greek legislation, either in theory or in practice. As a starting point, it is to be noted that the wording of the written form required for an arbitration agreement (" <i>document signed by [...] other means of telecommunication recording an agreement</i> ") ¹¹ does not expressly invalidate arbitration agreements recorded on a blockchain. Notably, taking into account the addition to the definition of a document (" <i>an electronic recording which allows subsequent confirmation of the identity of its author and access to the content of the agreement</i> ") in the new Law on International Arbitration, admittedly, there is more room for new types of arbitration agreements based on new technologies. While it may be premature to establish concrete positions, it should be mentioned, as a matter of theory, that blockchain arbitration, which is conducted exclusively on a digital basis, may raise issues regarding its compliance with the general procedural rules and principles of arbitration, such as the neutrality of the arbitral tribunal, the right to be heard or even with the rules of public policy.
Would a court consider a blockchain arbitration agreement and/or award as originals for the purposes of recognition and enforcement?	Same as above.
Other key points to note?	Partial awards are recognised and enforced in accordance with the NYC. Greek courts have generally adopted a favourable position towards foreign arbitral awards and have thus refused recognition and enforcement only in exceptional cases related mostly to public policy grounds.

¹¹ Art. 10(3) of Greek Law on International Arbitration and Art. 869 GCCP.

JURISDICTION DETAILED ANALYSIS

1. The legal framework of the jurisdiction

1.1 Is the arbitration law based on the UNCITRAL Model Law? 1985 or 2006 version?

Yes. The Greek Law on International Arbitration is closely modelled upon the 2006 version of the UNCITRAL Model Law, with some minor variations therefrom and novel additions.

1.2 When was the arbitration law last revisited?

It was revisited shortly after its adoption, with Law No. 5043/2023, on 13 April 2023.¹² The previous Law No. 2735/1999 was abolished in its totality. It applies only to arbitrations that were initiated before the promulgation of the new Law, i.e., before the 4 February 2023.

2. The arbitration agreement

2.1 How do the courts in the jurisdiction determine the law governing the arbitration agreement?

When referring to the *“law governing the arbitration agreement”*, three different laws may be applicable: (i) the law governing the substance of the arbitration agreement; (ii) the law governing the formal validity of the arbitration agreement; and (iii) the law governing the parties’ capacity to conclude the arbitration agreement.¹³

(i) The law governing the substance of the arbitration agreement is found by way of application of the relevant conflict of laws rules. In this regard, Art. V(1)(a) NYC stipulates that arbitral agreements are governed by the law chosen by the parties and, in the absence of a choice of law, by the law of the place of arbitration. Accordingly, Art. 11(1) of the Greek Law on International Arbitration defaults, in the absence of an express choice, to the law of the seat or the law governing the contract in which the arbitration clause is contained.

(ii) The formal validity of the arbitration agreement is regulated by the substantive rules of the relevant international treaties (NYC) and instruments (UNCITRAL Model Law) on international arbitration, which have been incorporated into the Greek legal system. Art. II(1) NYC requires the arbitration agreement to be in writing. The same rules are adopted by the Greek Law on International Arbitration (Art. 10(1)(b), 10(2)). Due to the existence of those substantive rules directly applicable to matters of form, the quest for determining the applicable law is redundant; Greek courts refer directly to the provisions of the Greek Law on International Arbitration and the NYC, making, in certain cases reference also to Greek contract law, for interpretative reasons.¹⁴

(iii) The NYC guides the inquiry into the law applicable to the parties’ capacity to conclude the arbitration agreement in Art. V(i)(a), pointing to the law applicable to each party. Under Greek law, this is the law of each party’s nationality as per Art. 7 of the Greek Civil Code or the law of the seat of a legal person as per Art. 10 of the Greek Civil Code. However, Art. 43(2) recital (a) subparagraph (aa) of the Greek Law on International Arbitration deliberately leaves the issue open by merely mentioning that “an arbitral award may be annulled if the parties did not have the capacity, according to the applicable law on the capacity

¹² The revision aimed only at adding paragraph 1 in Art. 69 of the Law – a modification that does not alter the arbitration-related provisions (as it refers to a procedure for the clearance and payment of compensation for court lawyers).

¹³ Calavros, p. 81; Julian D.M. Lew, ‘The Law Applicable to the Form and Substance of the Arbitration Clause’, ICCA Congress Series no 9, 1999, p. 118; Gary Born, *International Commercial Arbitration*, I, 2014, p. 489.

¹⁴ See, for instance, Greek Supreme Court, Judgement No. 35/2019; multimember First Instance Court of Thessaloniki, Judgement No. 24435/2011.

matter, to contract to an arbitration agreement.” The courts typically apply the Greek law provisions directly in this regard.¹⁵

2.2 In the absence of an express designation of a ‘seat’ in the arbitration agreement, how do the courts deal with references therein to a ‘venue’ or ‘place’ of arbitration?

In the absence of an express designation of a ‘seat’, the courts have considered the reference to a ‘venue’ or ‘place’ of arbitration as an indication of the will of the parties as regards the seat of arbitration and, subsequently, the choice of the *lex arbitri*.¹⁶ More often than not, the terms are used interchangeably. However, the Greek Law on International Arbitration clearly distinguishes between the seat of arbitration (Art. 28, para. 1) and its possible venues (Art. 28, para. 2).

2.3 Is the arbitration agreement considered to be independent from the rest of the contract in which it is set forth?

Yes. The separability doctrine is stipulated in Art. (1) of the Greek Law on International Arbitration and it is well established in Greek jurisprudence¹⁷ and legal literature. Hence, the invalidity, illegality or termination of the underlying contract does not adversely affect the arbitration clause and vice versa. Furthermore, since the arbitration agreement is considered a separate agreement, it may be governed by a law different from that of the underlying contract.

2.4 What are the formal requirements (if any) for an enforceable arbitration agreement?

The formal requirements for a valid arbitration agreement comprise the written form of the agreement and its equivalents (Art. 10 of the Greek Law on International Arbitration). They constitute an adoption with minor deviations from Option I (more analytical) provided in Art. 7 of UNCITRAL Model Law: the arbitration agreement must be contained either in a document signed by the parties or in an exchange of letters, telefaxes, telegrams or other means of telecommunication which provide a record of the agreement or in an electronic recording that allows its origin from a particular issuer to be established *a posteriori* and access to the content of the agreement. Regarding this last scenario, the drafters of the Law decided not to identify which means are considered “electronic recording” - as the UNCITRAL Model Law does - in order to encompass all possible future forms of electronic recordings.¹⁸

Further, Art. 10(3) of the Greek Law on International Arbitration regulates the so-called arbitration agreement by reference, providing that the reference in a contract to any document containing an arbitration clause constitutes an arbitration agreement in writing, provided that the reference is such as to make that clause part of the contract. The same applies to a reference to arbitration rules, which suffices to render such rules part of the arbitration agreement.¹⁹

Lastly, the lack of a written form can be cured if both parties participate in the arbitration without any reservations (Art. 10(4) the Greek Law on International Arbitration; see also Art. 869(1) GCCP for domestic arbitrations).

¹⁵ See, for instance, Greek Supreme Court, Judgement No. 1658/2014.

¹⁶ See, for instance, Greek Supreme Court, Judgement No. 2019/2014 where the Court took for granted that the parties, by stating that “*the arbitration shall be conducted in Paris*”, had opted for Paris as the ‘venue’ of arbitration, and based on that choice, further considered that the *lex arbitri* shall be French Law. See also, multimember Court of First Instance of Athens, Judgement No. 3853/2018.

¹⁷ See, for instance, Greek Supreme Court, Judgements No.816/1983, 1334/2008, 543/2017, 35/2019, 1510/2022.

¹⁸ Draft Explanatory Note of the Greek Law on International Arbitration dated 22.09.2020, in “Arbitration” Legal Magazine No. 3/2019, p. 412.

¹⁹ It is noteworthy that the previous regime on International Arbitration was specifically qualifying as an arbitration agreement the issuance of a bill of lading which makes explicit reference to an arbitration clause in a charter party. The drafters of the current Greek Law on International Arbitration opted not to include such specific provision, but merely to refer to this practice as a subcategory of the (regulated) arbitration agreements by reference.

In relation to domestic arbitration, the above provisions, relaxing the written form requirement, have not been introduced into the GCCP. Art. 869(1) GCCP adopts both the written form requirement as well as the exchange of documents requirement, explicitly requiring, however, with regard to the exchange of documents (letters, facsimiles etc.), that each of them be signed by the contracting parties. It is provided, though, that if the parties participate in the proceedings without making any reservation or objection, the lack of written form requirement is remedied.

In addition to the above formalities, in order for an arbitration agreement to be enforceable, the following prerequisites must be fulfilled:

- (i) the arbitration agreement must be drafted in a way that plainly (a) expresses the will of the parties to submit their future disputes deriving from a specific legal relationship to arbitration;²⁰ (b) refers to the disputes (even in broad terminology, *e.g.* “any disputes arising under this Agreement”) that the parties wish to refer to arbitration; and (c) expresses the parties’ definitive decision to resolve the dispute via arbitration, excluding, simultaneously the jurisdiction of state courts.²¹
- (ii) the parties shall have the legal capacity (according to the law of their nationality) to enter into such an agreement (Art. 43(2)(a) subparagraph (aa) Greek Law on International Arbitration);
- (iii) the arbitration agreement must be valid under the general requirements for the substantive validity of an agreement (Art. 43(2)(a) subparagraph (aa) Greek Law on International Arbitration) set out by Greek Civil Code (*e.g.*, the agreement must not have been executed under error, deception or threat); and
- (iv) the disputes covered by the arbitration agreement must be arbitrable (Art. 43(2) subparagraph (ba) Greek Law on International Arbitration with reference to Art. 867 GCCP).

2.5 To what extent, if at all, can a third-party to the contract containing the arbitration agreement be bound by said arbitration agreement?

One of the novelties of the Greek Law on International Arbitration is that it provides specifically in Art. 24(1) that the arbitral tribunal has the power to accept the participation of a third party in the arbitral proceedings insofar as it is bound by the arbitration agreement. It does not further elaborate on the meaning of “bound by the arbitration agreement”, leaving it purposefully to the discretion of the arbitral tribunal adjudicating a specific case.

In accordance with the principle of privity of a contract, an arbitration agreement, in principle, only binds its signatories. In limited circumstances, third persons may become parties to an arbitration agreement as a matter of law rather than as a result of express consent: for example, when the third party is a holder of a legal position that in substance is legally identical to that of a party to the agreement (*e.g.* an arbitration agreement signed by a general partnership extends to its general partner), in cases of assignment, assumption of debt,²² succession, merger or other types of corporate transformations, and subrogated

²⁰ Towards this criterion, Greek jurisprudence has been quite relaxed: it has been held that the arbitration agreement can be valid even if it is considerably broad, as long as it depicts the basic legal relationship from which the disputes subjected to arbitration may arise (Greek Supreme Court, Judgement No. 1219/2014).

²¹ Calavros, p. 76. An arbitration clause drafted in a way that leaves open the possibility of resorting to state courts, would, most probably, be considered void or invalid by Greek Courts. See for example multimember First Instance Court of Athens, Judgement No. 2377/1987, where a clause providing for arbitration before the final settlement of the dispute via litigation was not considered a binding arbitration clause. The Greek courts have reached the same conclusion in cases where the arbitration agreement states that the arbitral award will serve as a basis for “reconsideration” of the dispute by the Courts at a next stage, Supreme Court, Judgements No. 1558/2014, No. 32/2009 and 620/1971.

²² Such approach has been accepted for almost 50 years now; Greek Supreme Court Plenary session, Judgement No. 176/1976, Greek Court of Appeal, Judgement No. 4830/1977.

claims.²³ There is also limited court jurisprudence suggesting that an arbitration agreement can be enforced against a non-signatory third party shielded by the corporate veil of an entity having signed an arbitration agreement in cases where there are grounds for piercing the corporate veil. Under similar considerations, the arbitration agreement may be deemed binding upon non-signatory companies of the same group, although the 'group of companies' doctrine has not been expressly recognised by Greek courts. Such an extension of the arbitration clause has been applied only in exceptional circumstances,²⁴ mainly in cases involving abusive use of the corporate structure by the main shareholder for purposes of circumventing the law, fraudulently causing damage to a third person, or avoiding a shareholder's personal obligations. In the absence of a relevant provision under Greek law, third parties may participate in the arbitration by submitting a joinder request, provided that the parties to the dispute and the tribunal have expressed their consent.

2.6 Are there restrictions to arbitrability?

The question of arbitrability²⁵ in the context of international commercial arbitration is addressed in Art. 3(4) of the Greek Law on International Arbitration, which sets a rule in favour of arbitrability, providing that *"any dispute is arbitrable as long as there is no legal provision prohibiting it"*.

In the context of domestic arbitrations, Art. 867 GCCP²⁶ provides that any private law dispute may be referred to arbitration as long as the parties are vested under law with the power to freely dispose of the dispute's subject matter.

For the past two decades, while the previous Law on International Arbitration No. 2735/1999 has been applied, the following categories of disputes have been considered by jurisprudence and legal theory to be non-arbitrable:

- (i) criminal law matters, as per Art. 96 and 97 of the Greek Constitution;
- (ii) tortious claims related to personal (but not property) damage, such as matters relating to the protection of personality;
- (iii) family law matters (e.g. divorce, adoption, relations between relatives etc.);
- (iv) insolvency and antitrust issues (with the exception of claims founded on unfair competition);
- (v) matters falling under the exclusive jurisdiction of specific State authorities (e.g. issues relating to obtaining patent certificates from the State and to the registration or cancellation of a trademark)²⁷ or adjudicating bodies, such as the exclusive jurisdiction of the administrative courts to annul State acts as per Art. 94(1) and 95 of the Greek Constitution ('administrative annulment disputes'). However, with respect to the arbitrability of 'administrative disputes of substance', such as tax disputes, there is currently turmoil in Greek jurisprudence: the Supreme Special Court has issued a judgement²⁸ stating that Art. 94(1) of the Greek Constitution does not preclude the

²³ See, for instance, multimember Court of First Instance of Piraeus, Judgement No. 916/1969, single-member Court of First Instance of Piraeus, Judgement No. 2975/1982.

²⁴ The Greek Supreme Court has held that, even if a company and its shareholders have common interests, this alone does not suffice for the piercing of the corporate veil. It has also ruled that the mere fact that a company's shareholders appear to be performing the company's main business is equally insufficient to allow the piercing of the corporate veil.

²⁵ Since the lack of arbitrability of the dispute essentially deprives the arbitral tribunals of their jurisdiction, the prevailing view in Greece is that the issue of arbitrability is a matter of jurisdiction rather than admissibility.

²⁶ Greek Supreme Court Plenary session, Judgement No. 8/1996.

²⁷ However, any private law disputes deriving from such non-arbitrable matters (e.g. issues concerning licence fees, damages resulting from a patent infringement, or from the violation of a licence agreement) can be submitted to arbitration.

²⁸ Supreme Special Court, Judgement No. 24/1993.

arbitrability of tax disputes arising out of a specific legal relationship.²⁹ To this effect, the GCCP also provides for the arbitrability of administrative disputes in Art. 871A(5), recital (b), in a generic manner, without, however, making any distinction between administrative annulment disputes and administrative disputes of substance (such as tax disputes);

- (vi) consumer-related matters;³⁰ and
- (vii) labor law matters, the exclusion of which is premised upon the perceived necessity to protect the interests of employees,³¹ with the exception of a *sui generis* arbitration as a method of dispute settlement for collective labour disputes³² (Art. 14 and 16 of Law 1876/1990, as in force).³³

3. Intervention of domestic courts

3.1 Will the courts stay litigation if there is a valid arbitration agreement covering the dispute?

Irrespective of whether the seat of the arbitration is within or outside of the jurisdiction, under Greek court procedural norms, the existence of a valid arbitration clause is fashioned as a procedural defence to be pleaded by the defendant and not as an admissibility requirement. As such, the court seized with a matter which is the subject of an arbitration agreement must, if the respondent raises the relevant objection, reject the action unless the court finds that the arbitration agreement is null and void, inoperative or incapable of being performed. If the respondent, though, does not raise the relevant objection, the court is not allowed to examine, on its own initiative, whether an arbitration clause applies. It is to be noted that this jurisdictional objection must be raised by the defendant party at the very first hearing / procedural step of the court procedure (*i.e.* prior to any response of the party on the substance of the claim), otherwise, such objection is inadmissible.³⁴ Thereafter, participation in court proceedings is considered a tacit waiver by the parties of the arbitration agreement.

3.2 How do courts treat injunctions by arbitrators enjoining parties to refrain from initiating, halt or withdraw litigation proceedings?

Greece does not have a tradition on issuing anti-suit injunctions. According to the ECJ's *Gazprom* decision, the Brussels I Regulation does not prevent a member state from recognising anti-suit injunctions issued by arbitral tribunals.³⁵ However, following the reaction of Greek courts towards court-ordered anti-suit injunctions,³⁶ an anti-suit injunction issued by an arbitral tribunal is not very likely to be recognised (during the recognition and enforcement stage of the arbitral anti-suit injunction, as per Art. V NYC), for public policy considerations.³⁷

²⁹ However, this does not mean that the arbitrator will have the authority to cancel the administrative act that imposes a tax burden.

³⁰ Art. 2(7)(z)(ee) of Law 2251/1994 on consumer protection considering arbitration clauses in consumer contracts as abusive.

³¹ Art. 867 and 614(3) GCCP.

³² Labor law disputes, arising out of collective agreements on labour matters, when the parties (employers and employees' representatives) cannot reach a mutual decision or upon referral by the parties.

³³ The arbitration referred to in Law 1876/1990, regarding labor disputes, is of a *sui generis* nature, and it shall not be equated to regular commercial arbitration proceedings, as per Greek Law on International Arbitration or GCCP. Those rules do not apply to the former. The arbitral award, based on the labor-law regulated proceedings is equated to a collective employment agreement (Art. 16(8) of in Law 1876/1990).

³⁴ Art. 263(b) GCCP.

³⁵ ECJ, Judgment of 13 May 2015, C-536/13 (*Gazprom v Lithuania*).

³⁶ Court of Appeal of Piraeus, Maritime Bench, Judgements No. 100/2004 and No. 31/2012.

³⁷ Said public policy considerations are the restrictions imposed on a party's direct access to justice and the violation of national sovereignty, by limiting the jurisdiction of Greek courts, as per the reasoning given in the court decisions mentioned above.

3.3 On what ground(s) can the courts intervene in arbitrations seated outside of the jurisdiction? (Relates anti-suit injunctions/anti-arbitration injunctions or orders, but not only)

The Greek Law on International Arbitration does not contain any specific provision authorising Greek courts to intervene in arbitrations seated outside of Greece. Greek courts will not issue anti-suit injunctions restraining foreign court proceedings brought in breach of arbitration clauses. They may grant interim measures in order to support arbitrations conducted in foreign seats (such as freezing orders or orders to secure evidence) provided that Greek courts have international jurisdiction for interim relief.

4. The conduct of proceedings

4.1 Can parties retain foreign counsel or be self-represented?

While representation by counsel is the norm, there is no specific requirement on this in the Greek Law on International Arbitration. It is, nonetheless, forbidden to exclude representation by legal counsel in domestic arbitrations.³⁸ In international arbitration cases, there are no restrictions for retaining foreign counsel.

4.2 How strictly do courts control arbitrators' independence and impartiality? For example: does an arbitrator's failure to disclose suffice for the court to accept a challenge or do courts require that the undisclosed circumstances be of a gravity such as to justify this outcome?

Arbitrators may be challenged only if circumstances give rise to justified doubts as to their impartiality or independence, or if they do not meet the prerequisites established by the parties.³⁹ Though not binding, the IBA Guidelines on Conflicts of Interest in International Arbitration are generally taken into account in international arbitrations by tribunals seated in Greece, but not necessarily by the courts. Arbitrators are under the continuous obligation throughout the arbitral proceedings to disclose any circumstance that may give rise to justifiable doubts as to their impartiality or independence.⁴⁰ The breach of such obligation may trigger different consequences: it could be considered as a ground for a challenge, or a ground for an annulment or non-recognition/enforcement of the award, without excluding potential claims for damages by the parties, facing the set-aside of their award, based on Art. 881 GCCP.⁴¹

A sensitive issue of independence/impartiality in Greek jurisprudence arose when the Greek courts were faced with the appointment of a member of the Legal Council of State (*i.e.* the Body of the Administration, the members of which are vested with the power, amongst others, to represent the State before the Courts) as arbitrator, in cases where the Greek State itself was party to the arbitration.⁴² In this context, a growing body of case law⁴³ is being developed, according to which the Greek State may not appoint as arbitrators Members of the Legal Council, and more importantly, it may not use such an appointment abusively, *i.e.* itself raising the appointment as a ground for challenging the arbitrator or the award. Following this jurisprudence and the purposes it serves, the Greek Law on International Arbitration included a provision in this regard. Specifically, Art. 43(4) establishes a new rule in the context of annulment proceedings, according to which no one shall rely on its own acts or omissions as a ground for annulment (set-aside) of an award.

³⁸ Art. 886(3) GCCP.

³⁹ Art. 18(2) Greek Law on International Arbitration. Typical examples of disqualifying arbitrators in Greek court jurisprudence are cases where the arbitrator previously participated in a related arbitration in his/her capacity as a witness, expert or advisor of a party (Greek Supreme Court, Plenary session, Judgement No. 13/1995).

⁴⁰ Art. 12 Greek Law on International Arbitration.

⁴¹ Calavros, p. 210.

⁴² Art. 6 (3A) of the Greek Law 3086/2002, as modified per Art. 103 of Greek Law 4139/2013.

⁴³ See, for instance, single-member First Instance Court of Athens, Judgement No. 4778/2013, 7685/2008 etc.

4.3 On what grounds do courts intervene to assist in the constitution of the arbitral tribunal (in case of *ad hoc* arbitration)?

Art. 9(1) of the Greek Law on International Arbitration identifies the cases where the court may intervene to assist or supervise the arbitral procedure, mainly in relation but not limited to the instances related to the constitution of the tribunal. The court vested with such intervening power is the single-member Court of First Instance of the applicant's place of residence.⁴⁴

A party may request the court to appoint an arbitrator if another party fails to act under an appointment procedure agreed upon by the parties, unless the procedure provides other means for securing the appointment. The court will intervene accordingly if the parties, or two arbitrators, are unable to reach an agreement expected of them under such procedure or if a third party fails to perform any function entrusted to it under such procedure.⁴⁵ In case of absence of an agreed procedure for the appointment of arbitrators, the court will accordingly intervene if the parties are unable to reach an agreement to appoint a sole arbitrator in case of a single-member tribunal, within 30 days from the relevant request of a party or if the two arbitrators fail to appoint the third arbitrator within 30 days from their appointment.⁴⁶ Moreover, there is a specific reference to the same power of the court in case of a multi-party arbitration, namely, when the claimants or the respondents fail to jointly appoint an arbitrator within 30 days.⁴⁷ The court, upon the request of a party, may even appoint all the members of the arbitral tribunal and choose the presiding arbitrator in cases of multi-party arbitrations where the parties fail to appoint the tribunal.⁴⁸ Further, one of the novelties of the Greek Law on International Arbitration is that it regulates the power of the court to appoint the arbitrator/arbitrators upon the request of any party if the tribunal is not constituted within 90 days from the submission of the request for arbitration.⁴⁹ Lastly, the court may intervene in cases where an arbitrator's challenge has been dismissed/has not been decided by the arbitral tribunal within 30 days⁵⁰ in cases where an arbitrator omits or is incapable of fulfilling his/her duties. The court may cease his/her function⁵¹ and replace the arbitrator if the appointing party does not do so or acts contrary to the principle of good faith in the conduct of the proceedings (mostly by delaying or failing to appoint an arbitrator).⁵² The court's decisions concerning the constitution of the tribunal are not subject to appeal.

4.4 Do courts have the power to issue interim measures in connection with arbitrations? If so, are they willing to consider *ex parte* requests?

In international arbitration, State courts may order interim measures, either before or after the commencement of the arbitration. That said, after the constitution of the tribunal, such power is concurrent with the tribunal's power to order interim measures.⁵³ The competent court issuing interim measures is not specifically referred in the text of the Greek Law on International Arbitration exactly because the *ratione materiae* and *loci* jurisdiction of state courts is a matter regulated by GCCP. In most instances, the single-member Court of First Instance of the applicant's place of residence (which is also the competent court for recognising and enforcing the interim measures ordered by the arbitral tribunal) shall resolve all matters related to the arbitration agreement, before or after the commencement of the

⁴⁴ Art. 9(1) Greek Law on International Arbitration.

⁴⁵ Art. 15(3) Greek Law on International Arbitration and, similarly, Art. 878 GCCP for domestic arbitration.

⁴⁶ Art. 15(4) Greek Law on International Arbitration.

⁴⁷ Art. 16(1) Greek Law on International Arbitration.

⁴⁸ Art. 16(2) Greek Law on International Arbitration.

⁴⁹ Art. 17 Greek Law on International Arbitration.

⁵⁰ Art. 19(3) Greek Law on International Arbitration.

⁵¹ Art. 20(1) Greek Law on International Arbitration.

⁵² Art. 21(2) Greek Law on International Arbitration.

⁵³ Art. 13 and 25 Greek Law on International Arbitration.

arbitration.⁵⁴ Interim measures may also be granted by the competent court situated near to the location where such measures may be enforced. Said authority of state courts is crucial, given the absence of emergency arbitrator provisions in the Greek Law on International Arbitration, at the stage when the constitution of the arbitral tribunal is still pending. In domestic arbitration, only State courts may order interim measures, either before or after the commencement of the arbitration.⁵⁵

The form of the interim measures available in Greek courts (Art. 13 of the Greek Law on International Arbitration) is broad and, arguably, could cover *ex parte* requests, especially when such requests can be granted by arbitral tribunals (in extremely urgent situations) under Art. 25(3) of the Greek Law on International Arbitration.

4.5 Other than arbitrators' duty to be independent and impartial, does the law regulate the conduct of the arbitration?

Art. 26 of the Greek Law on International Arbitration enshrines the principle of equal treatment and the right of each party to an effective and fair legal hearing. Subject to the mandatory provisions of the Greek Law on International Arbitration, the parties are free to determine the procedure themselves or by reference to a set of arbitration rules.⁵⁶ In the absence of an agreement by the parties and any stipulations in the Greek Law on International Arbitration, the arbitral tribunal may conduct the arbitration in a manner it considers appropriate.⁵⁷ Similar rules govern the conduct of domestic arbitrations.⁵⁸

4.5.1 Does it provide for the confidentiality of arbitration proceedings?

Article 27(3) of the Greek Arbitration Law regulates the issue of confidentiality. Given that the basis for the arbitrators' duty of confidentiality in Greece is contractual, *i.e.* it is dependent upon the parties' agreement,⁵⁹ the law leaves such decision to the parties and, in case of the absence of a respective agreement, to the arbitral tribunal. Such agreement can be either explicit, found in the arbitration clause or the Terms of Reference, or implicit, by way of choosing specific institutional arbitration rules that govern the proceedings, which provide for confidentiality obligations.⁶⁰

In practice, neither the arbitral proceedings nor the hearings in the arbitration are public. Furthermore, arbitrators are barred from disclosing the particulars of the tribunal's deliberations, and the counsel involved must comply with professional duties of confidentiality to which they are subject under Greek law.⁶¹ The fact that the original of the award is filed with the competent First Instance Court does not render the award publicly available; a legitimate interest must be established in order to acquire a copy of the award.

4.5.2 Does it regulate the length of arbitration proceedings?

There is no express provision in the Greek Law on International Arbitration regulating the duration of arbitration proceedings.

⁵⁴ Art. 13 referenced by Art. 25(5) Greek Law on International Arbitration.

⁵⁵ Art. 889 and 685 GCCP.

⁵⁶ Art. 27(1) Greek Law on International Arbitration.

⁵⁷ Art. 27(2) Greek Law on International Arbitration.

⁵⁸ Art. 886(2) GCCP.

⁵⁹ P. Giannopoulos, Chapter on "the legal basis of the duty of confidentiality of arbitrators", at 'Corruption, Arbitration and Public Order', Sakkoulas Ed. 2017, p. 221.

⁶⁰ Generally, most institutional arbitration rules provide for the confidentiality of arbitral proceedings, and the parties will be subject to those, upon their choice.

⁶¹ Such as the duties of confidentiality of counsel, described in Art. 5(c), 38, and 39(5) of Greek Code of Lawyers (Law No. 4194/2013).

Only in the context of domestic arbitration, Article 884 GCCP provides that, in the case of excessively lengthy proceedings, the single-member First Instance Court may set a deadline for issuing the award or the continuance of the arbitration proceedings upon a relevant party request. It would not be surprising for this remedy to be applicable also in the context of international *ad hoc* arbitrations. Furthermore, in the context of domestic arbitrations, Article 885 GCCP provides that the arbitration agreement ceases to be effective when, *inter alia*, the deadline for its effectiveness stipulated therein (if any) lapses or if the deadline set by the Court (under its capacity provided in in Article 884 GCCP) for the issuance of the arbitral award expires. Lengthy proceedings might also trigger the risk of annulling an arbitral award if the arbitration agreement ceases to be “in effect”⁶², as per the annulment ground of Article 897(2) GCCP for domestic arbitrations.

4.5.3 Does it regulate the place where hearings and/or meetings may be held, and can hearings and/or meetings be held remotely, even if a party objects?

The parties are free to agree on the place of arbitration. In the absence of such an agreement, the place of arbitration shall be determined by the arbitral tribunal, which shall have regard to the circumstances of the case, including the suitability of the place for the parties.⁶³ The arbitral tribunal may, unless otherwise agreed by the parties, deliberate “*at any venue and in any manner it considers appropriate for deliberations, to hear witnesses, experts or the parties, for consultation among its members or for inspection of property or documents*”.⁶⁴ Similar provisions are found in domestic arbitration law.⁶⁵ The specific reference to the “manner” of conducting a hearing, which exist neither in the GCCP nor under the previous legal framework for international arbitrations, can safely be interpreted as permissive with regards to the possibility of conducting hearings/meetings remotely.

While a potential objection of one of the parties will be considered and addressed, it does not, *ipso facto*, preclude the possibility of a remote hearing insofar as mandatory provisions (such as the principle of equality of parties and the right to be heard) are respected. Notably, while tribunals are bound to hold a hearing upon a party’s request, as per Article 32(1)(b) of Greek Law on International Arbitration, it seems that nothing in the said law or in the arbitration-related provisions contained in the GCCP suggests that a hearing should be strictly physical. To the contrary, as mentioned above, the relevant provisions allow for the possibility of remote hearings.

4.5.4 Does it allow for arbitrators to issue interim measures? In the affirmative, under what conditions?

Pursuant to the Greek Law on International Arbitration, unless otherwise agreed by the parties, the arbitral tribunal may, at the request of a party, order such provisional or conservatory measures of protection as the arbitral tribunal may consider necessary in respect of the subject matter of the dispute or the arbitral proceedings. The arbitrators’ discretion in choosing the appropriate interim measure is wide and does not depend on the requested type of interim measure by the party. Among the arbitrators’ powers is the possibility to order the requested party to pay security and the discretion to revoke, suspend or amend the interim measure already ordered. One of the novelties of the Greek Law on International Arbitration is that the arbitral tribunal may order the interim measure by any appropriate means,⁶⁶ for example and depending to the circumstances, via written order, e-mail or even by telephone order.

⁶² The instances when an arbitration agreement ceases to be “in effect” as per Art. 885 GCCP are, indicatively, the death or non-acceptance of the appointment of arbitrators, the lapse of the time of the effectiveness of the arbitration agreement, set by the arbitration agreement etc.

⁶³ Art. 28(1) Greek Law on International Arbitration.

⁶⁴ Art. 28(2) Greek Law on International Arbitration.

⁶⁵ Art. 886(1) GCCP.

⁶⁶ Art. 25(1) Greek Law on International Arbitration.

The conditions for granting an interim measure are in principle in line with the UNCITRAL Model Law. In particular, the conditions include the urgency and the prevention of imminent danger insofar as the existence of a right to be secured is presumed. The arbitral tribunal needs to apply the principle of (*stricto sensu*) proportionality when making their determination between different possible measures to be taken.⁶⁷

In extremely urgent circumstances, the law gives the arbitral tribunal the power to grant a preliminary order (temporary injunction) for a temporary arrangement until its decision on the request for an interim measure is issued. Exceptionally, such preliminary order may be issued on an *ex-parte* basis. Subject to the decision of the arbitral tribunal on the request for an interim measure or the extension of the preliminary order, the preliminary order ceases to be in force twenty (20) days after its issuance.⁶⁸

The interim measures ordered by the tribunal have a binding effect on the parties, and they do not affect the arbitral tribunal's findings on the merits of the case.⁶⁹ Should a party fail to voluntarily comply with the measures ordered by the tribunal, such measures must be recognised and rendered enforceable by the competent state court (single member Court of First Instance), upon request by one of the parties, pursuant to Art. 25(5) of the Greek Law on International Arbitration.⁷⁰ However, the competence of the tribunal does not extend to ordering interim relief against a non-party to the arbitration, in which case national courts have exclusive competence.⁷¹

To the contrary, in domestic arbitration, arbitrators are not allowed to award interim relief or other equivalent forms of provisional measures, and only State courts hold such a power.⁷²

4.5.5 Does it regulate the arbitrators' right to admit/exclude evidence? For example, are there any restrictions to the presentation of testimony by a party employee?

The arbitral tribunal is empowered to determine the admissibility of evidence, to take evidence and to freely assess such evidence.⁷³ Art. 35, one of the most innovative newly added provisions of the Greek Law on International Arbitration (not included in the UNCITRAL Model Law), provides for the tribunal's power to order the parties to produce certain documents or other concrete evidence it deems appropriate at any stage of the proceedings. These provisions do not relate to the document production procedure following a party's respective request.

The intervention of state courts is reserved for evidentiary rulings and actions that may not be taken by the arbitral tribunal. These include cases entailing the imposition of penalties for non-compliance or the use of coercive means to secure the taking of evidence.

There are no restrictions on the presentation of testimony by a party's employee. There is no difference between the testimony of a witness connected with one of the parties (such as an employee) and the testimony of unrelated witnesses. The tribunal decides on the weight of the evidence adduced before it.

⁶⁷ Art. 25(2) Greek Law on International Arbitration.

⁶⁸ Art. 25(3) Greek Law on International Arbitration.

⁶⁹ Art. 25(4) Greek Law on International Arbitration.

⁷⁰ Art. 25(5) Greek Law on International Arbitration. Recognition and enforcement of interim measures shall be refused only on grounds of public policy or in cases where the national courts would have already been seized, upon a relevant request, to order a similar interim measure.

⁷¹ Calavros, p. 290.

⁷² Art. 685 and 889 of the GCCP.

⁷³ Art. 19(2) Greek Law on International Arbitration.

4.5.6 Does it make it mandatory to hold a hearing?

Subject to the agreement of the parties, in international arbitration, the arbitral tribunal shall decide whether to hold oral hearings or whether the proceedings shall be conducted on the basis of documents and other material only. Unless the parties have agreed that no oral hearings shall be held, the arbitral tribunal shall hold such hearings at an appropriate stage of the proceedings if requested by any party.⁷⁴

Similarly, in domestic arbitration, the arbitration procedure, including oral hearings, is freely determined by the tribunal if there is no agreement between the parties.⁷⁵ Case law accepts that arbitrators may deviate from the procedure followed by state courts and are free to determine a tailor-made procedure and dispense with formalities, including an oral hearing (documents-only arbitration).

4.5.7 Does it prescribe principles governing the awarding of interest?

Greek Law on International Arbitration does not provide for any rules on awarding the interest. This question is, rather, governed by the substantive law applicable to the merits of the dispute. Generally, arbitrators may award interest, provided that its rate is not higher than the one imposed by law. Under Greek substantive law, pre- and post-award interest can be included on the principal claim and costs incurred as regards default interest. Controversy exists as to litigation interest, *i.e.* interest accrued only by virtue of initiation of litigation.⁷⁶

4.5.8 Does it prescribe principles governing the allocation of arbitration costs?

The arbitral tribunal shall allocate the costs of the arbitration between the parties in the manner deemed appropriate unless the parties agree otherwise.⁷⁷ The award on costs is issued in the form of an arbitral award (as part of the final award or a separate award on costs). The arbitration costs include necessary costs incurred by the parties for the proper pursuit of their claim or defence. The tribunal has discretion in cost allocation but shall take into consideration the circumstances of the case and, in particular, the outcome of the proceedings. Where it considers appropriate, an arbitral tribunal may also take into account the conduct of the parties during the arbitral proceedings.

4.6 Liability

4.6.1 Do arbitrators benefit from immunity from civil liability?

Article 22 introduced a provision regarding the arbitrators' (and the secretary's) liability, who can be found liable only in case of wilful misconduct and gross negligence in the performance of their duties.

Equally, in the context of domestic arbitrations, pursuant to Art. 881 GCCP, arbitrators, same as ordinary judges, are liable for wilful misconduct and gross negligence,⁷⁸ a rule which mirrors the liability of judges for the violation of their duties. A relevant malpractice action can be filed (requesting damages)⁷⁹ within a

⁷⁴ Art. 32(1) Greek Law on International Arbitration.

⁷⁵ Art. 886(1) GCCP.

⁷⁶ According to the prevailing view in case law, a request for arbitration does not trigger litigation interest since the Request for Arbitration is merely notified and not *stricto sensu* 'served upon' the Respondent (service of process is a prerequisite for litigation interest under Greek law), while the opposite view argues that this is merely a technicality.

⁷⁷ Art. 41(4) Greek Law on International Arbitration.

⁷⁸ The arbitrator's liability may arise in cases where (s)he breaches his/her principal obligations, *i.e.* when (s)he refuses to arbitrate (Athens Court of Appeal, Judgement No. 5891/1985) or when (s)he does not participate in the arbitral process, unreasonably obstructing it or leading it to a quagmire. An arbitrator might also be held liable in certain narrowly defined circumstances, if (s)he breaches his/her secondary duties such as the confidentiality of the procedure or his/her disclosure obligations, S. Kousoulis, 'Arbitration', Sakkoulas Ed. 2004, pp. 50-51.

⁷⁹ K.Kerameus, D. Kondilis, N. Nikas, 'Interpretation of Code of Civil Procedure', Sakkoulas Ed., 2nd Edition, 2020, p. 739.

strict deadline of six months from the act or omission⁸⁰ (Art. 73(5) of the Introductory Law of the GCCP). However, if the arbitral award was eventually annulled as a result of an arbitrator's wilful misconduct or gross negligence, there would be no damages and, therefore, no legal basis to file a malpractice action.⁸¹ In practice, malpractice actions against judges and, even more so, arbitrators are very rare⁸² and only an extremely small percentage thereof is upheld.⁸³

4.6.2 Are there any concerns arising from potential criminal liability for any of the participants in an arbitration proceeding?

An arbitrator may face criminal liability for bribery,⁸⁴ forgery of the arbitral award or the deliberation minutes containing the result of the tribunal's vote,⁸⁵ breach of arbitral confidentiality regarding privileged information,⁸⁶ and concealment of a legal ground for disqualification from performing his/her duties.⁸⁷ In such cases, the criminal liability might also serve as a basis for a civil claim for damages for the non-pecuniary losses suffered.⁸⁸

5. The award

5.1 Can parties waive the requirement for an award to provide reasons?

Yes, parties can waive the requirement to provide reasons for an award.⁸⁹ It is also possible for parties to agree on the wording of a settlement award unless the latter is contrary to public policy.⁹⁰

5.2 Can parties waive the right to seek the annulment of the award? If yes, under what conditions?

In the context of international arbitrations, Art. 43(7) provides for the parties' possibility to waive at any time, by written, specific and express agreement to that effect, their right to apply for the setting aside of the arbitral award. It is noteworthy that despite such waiver, the provision clarifies that the parties retain the right to raise grounds for annulment during the procedure for the enforcement of the award.

In domestic arbitrations, the parties cannot *ex ante* waive the right to seek the annulment of the award, and such potential waiver is null and void.⁹¹ Moreover, Art. 897 GCCP, which provides for the grounds for setting aside an arbitral award, is of mandatory nature, therefore, the parties cannot exclude any of these

⁸⁰ Academic literature specifies that the wording "from the act or omission" means "from the knowledge of the act or omission", K.Kerameus, D. Kondilis, N. Nikas, 'Interpretation of Code of Civil Procedure', Sakkoulas Ed., 2nd Edition, 2020, p. 739.

⁸¹ S. Kousoulis, 'Arbitration', Sakkoulas Ed. 2004, p. 52.

⁸² K. Kerameus, 'Civil Procedural Law', Sakkoulas Ed. 1980, p. 350.

⁸³ Only few cases of malpractice action against arbitrators were recorded the past five years, mostly in a domestic arbitration setting and none of them was upheld. See indicatively, multimember First Instance Court of Athens, Judgement No. 361/2016 and No. 2989/2014.

⁸⁴ Art. 237(1) and (4) Greek Penal Code.

⁸⁵ Art. 243 Greek Penal Code.

⁸⁶ Art. 251(1) Greek Penal Code.

⁸⁷ Art. 254 Greek Penal Code.

⁸⁸ S. Kousoulis, 'Arbitration', Sakkoulas Ed. 2004, pp. 51-52.

⁸⁹ Art. 40(2) Greek Law on International Arbitration and Art. 894 GCCP for domestic arbitration.

⁹⁰ Art. 39 Greek Law on International Arbitration.

⁹¹ Art. 900 GCCP. The courts have accepted only exceptionally the *ex ante* waiver of the right to seek annulment, in cases when such decision/agreement (by or with the Greek State which was the party waiving its right) has been ratified by law (the latter being subsequent and more specific to Art. 900 GCCP). See, for instance, Supreme Court Judgement No. 812/1984, No. 1264/2018 and No. 1185/2017. While there is no express provision to this regard in the Greek Law on International Arbitration, legal theory argues that an *ex ante* waiver of the right to seek annulment would be in breach of Art. 34 of Greek Law on International Arbitration, which is of mandatory nature (related to the 'access to justice' constitutional right), K. Calavros, 'Annulment and Nonexistence of arbitral awards', Sakkoulas Ed. 2017, pp. 46-47.

grounds by entering into a private agreement.⁹² To the contrary, the *ex post* waiver of the right to seek annulment is possible.⁹³ The Greek Court of Appeal has ruled that the *ex ante* waiver of the right is possible only if it is permitted by law.⁹⁴

5.3 What atypical mandatory requirements apply to the rendering of a valid award rendered at a seat in the jurisdiction?

Not applicable.

5.4 Is it possible to appeal an award (as opposed to seeking its annulment)? If yes, what are the grounds for appeal?

No, there is no *révision au fond* within Greek arbitration law. A setting aside application is the only challenge that can be brought before the Greek courts in relation to an international arbitral award issued in Greece. However, the grounds for bringing an appeal for “reconsideration” («αναψηλάφηση») under Art. 533(6) and (10) GCCP amount to grounds for the application for the setting aside of the arbitral award.⁹⁵ In domestic arbitrations, a party may in addition to a setting aside application also request that a court declare the inexistence of an arbitral award for specific grounds provided in Art. 901 GCCP.

5.5 What procedures exist for the recognition and enforcement of awards, what time-limits apply and is there a distinction to be made between local and foreign awards?

Awards rendered in domestic or international commercial arbitral proceedings having their seat in Greece produce immediately *res judicata* effect and enforceability in Greece.⁹⁶

The time limit for filing applications for the setting aside of an international award rendered in Greece is three months, starting from the date of service of the arbitral award.⁹⁷ The competent Court is the three-member Court of Appeals of the seat of arbitration – and if it cannot be determined, the three-member Court of Appeals of Athens.⁹⁸ With regards to domestic awards, the same 3-month time limit applies,⁹⁹ starting from its notification, while competent is the Court of Appeals of the region of the issuance of the arbitral award.¹⁰⁰

As regards foreign arbitral awards, in terms of procedure, a party seeking to have the award recognised and enforced in Greece has to submit an application before the single-member First Instance Court of the district where the debtor’s domicile or residence is located;¹⁰¹ in the absence of such domicile or residence in Greece, the competent court is the Athens First Instance Court.¹⁰² The application needs to be accompanied by the arbitral award and the arbitration agreement (in originals or certified copies, all duly translated). The party opposing such recognition may invoke any of the grounds listed in Art. V of the NYC, while the court may, on its own motion, refuse recognition and enforcement only if it rules that the subject matter of the dispute was not arbitrable under Greek law or that the recognition and enforcement of the

⁹² S. Kousoulis, ‘Arbitration Law’, Sakkoulas Ed. 2006 (“Kousoulis”), p. 150.

⁹³ A contrario argument to Art. 900 GCCP, Kousoulis, p. 149.

⁹⁴ Greek Court of Appeal, Judgement No. 2080/1982.

⁹⁵ Art. 43(2)(ae) Greek Law on International Arbitration.

⁹⁶ Art. 44(2) Greek Law on International Arbitration, for international arbitration and Art. 896(2) GCCP, for domestic.

⁹⁷ Art. 43(3) Greek Law on International Arbitration.

⁹⁸ Art. 9(2) Greek Law on International Arbitration.

⁹⁹ Art. 899(2) GCCP.

¹⁰⁰ Art. 898 GCCP.

¹⁰¹ As a matter of Greek law, there is no time-limit for the application to recognize any foreign decision, be it a judgement or an arbitral award (subject to any provisions of the substantive applicable law which may impede actual enforcement, e.g. statute of limitations, abusive exercise of rights etc.).

¹⁰² Art. 905(1) and 906 of the GCCP.

award would be contrary to Greek international public policy (Art. V(2) of the NYC). A revision of the substance of the award is strictly forbidden. The judgement of the First Instance Court can be appealed before the Court of Appeal and, subsequently, before the Supreme Court (on the limited grounds of appeal before the Supreme Court as per Art. 559 GCCP). Once the exequatur order is obtained, the arbitral award becomes an enforceable title.

5.6 Does the introduction of annulment or appeal proceedings automatically suspend the exercise of the right to enforce an award?

As per Art. 44(3) of Greek Arbitration Law and Art. 899(3) GCCP, the commencement of annulment proceedings does not automatically suspend the enforceability of the award. However, the competent court may, at its discretion, order suspension of enforcement (with or without provision of security).

It is also possible to apply for a stay of the enforcement proceedings in the event the enforcement objection is rejected by the First Instance Court and the losing party files an appeal against that decision. The competent court can order the stay of enforcement proceedings if it finds that enforcement will cause irreparable harm to the party requesting the stay and that the motion has a high likelihood of success (Art. 937 GCCP).

5.7 When a foreign award has been annulled at its seat, does such annulment preclude the award from being enforced in the jurisdiction?

There is no established jurisprudence of Greek courts in this respect. In principle, an award that has been set aside by the courts at the seat of arbitration **may** be refused enforcement under Art. V(1)(e) NYC. The historically predominant view in Greece has been that the NYC shall not be interpreted as granting discretion to State courts whether or not to enforce an award on the grounds set therein; the straightforward result of such a view was that courts were obliged to refuse the recognition and enforcement of an annulled award.¹⁰³ Following this approach, the single-member Court of Athens, in a recent judgement, refused enforcement of a foreign arbitral award, among other reasons, because of the annulment of the award at its seat, based on Art. V(1)(e) NYC. The Court deemed it necessary to highlight that the facts and conditions in the YUKOS case that led the Amsterdam Court of Appeals to enforce an annulled award were not applicable in the case at hand – thus, arguably, paving the way for such possibility.¹⁰⁴

Modern theoretical approaches are pro-enforcing an annulled award following the prevailing view at an international level.¹⁰⁵ However, in Greece, the idea of an *a-national* award, *i.e.* not connected to a specific legal order, remains unfamiliar; thus, enforcement of an award despite its annulment remains unlikely, as the above recent case illustrated. This is corroborated by the fact that the Greek Law on International Arbitration is based on the UNCITRAL Model Law, which, arguably, attributes an important role to the seat of arbitration. To this end, there is support by leading scholars promoting the territoriality approach, based on which the award is anchored at its seat, and its potential annulment has a direct impact on its non-enforcement in another legal order.¹⁰⁶ Intermediate approaches also exist in this regard, but still, they always pay heed to the ‘guidance’ given by the NYC: they promote the possibility of enforcement of an annulled award only if the ground for its annulment was not stipulated in NYC.¹⁰⁷ Altogether, while there is

¹⁰³ G. Verveniotis, ‘International Commercial Arbitration I’, Sakkoulas Ed. 1990, p. 140-141; S. Kousoulis, ‘Arbitration’, Sakkoulas Ed. 2004, p. 301.

¹⁰⁴ Single-member Court of Athens Judgement No. 1267/2018.

¹⁰⁵ See, for instance, D. Mpampiniotis, ‘Regarding the recognition and enforcement of foreign arbitral awards that have been annulled in their seat’, Sakkoulas Ed. 2018, H. Pamboukis, ‘The annulled arbitration award’, DID, 1/2018, para. 40 et.

¹⁰⁶ K. Calavros, ‘The private international law of international arbitration’ Sakkoulas Ed. 2020, p. 219-221.

¹⁰⁷ D. Mpampiniotis, ‘Regarding the recognition and enforcement of foreign arbitral awards that have been annulled in their seat’, Sakkoulas Ed. 2018.

no established and firm legal theory or jurisprudence on the matter, it is very doubtful that Greek Courts will 'take the leap of faith' and uphold an annulled award.

5.8 Are foreign awards readily enforceable in practice?

Greece is a signatory party of the NYC, which means that foreign arbitral awards are enforceable unless there are specific grounds for refusal. In addition, pursuant to Art. 45 of the Greek Law on International Arbitration, the provisions of the NYC are generally applicable to all foreign arbitral awards, hence also to awards that, for any reason, would otherwise not fall within their ambit (for example, awards made in a country which is not a signatory to the NYC). The existence of a ground for refusal is not accepted lightly. In particular, the Greek Court of Appeal has established a high threshold for violations of public policy, according to which not every breach of mandatory Greek law will be sufficient but, rather, only violations that run counter to what is perceived as the most fundamental principles and doctrines of the Greek legal system, as well as the European legal system (Art. 33 of the Greek Civil Code). Consequently, arbitral awards are rarely set aside for violation of the Greek public order.

There are no time limits for issuing the exequatur order. The time of issuance of a court judgment on the recognition of enforceability of a foreign arbitral award at first instance depends on the Court's caseload (usually it could take between 6 and 12 months). Such court decision is subject to appeal, the process for which may last at least between 8 and 12 months.

6. Funding arrangements

6.1 Are there laws or regulations relating to, or restrictions to, the use of contingency or alternative fee arrangements or third-party funding at the jurisdiction? If so, what is the practical and/or legal impact of such laws, regulations or restrictions?

Third-party funding, while unknown in Greek arbitral practice, is not prohibited. In the absence of a regulatory framework and any publicly available precedent, any party is free to conclude a relevant agreement with a third party on the basis of the general principle of freedom of contract (Art. 361 of the Greek Civil Code) or could resort by analogy to the existing regulation regarding contingency fee agreements in litigation. Greek law recognises and regulates, to a certain extent, lawyer funding schemes in the form of contingency fee agreements. Only contingency fees of up to 20% (or 30% if more than one lawyer is handling the case) fees are permitted.¹⁰⁸ A contingency fee agreement is valid only when the lawyer undertakes to provide his/her services up to the final adjudication of the case without receiving any remuneration if he/she fails to win the case¹⁰⁹ (even if the latter takes place through compromise).¹¹⁰

7. Arbitration and technology

7.1 Is the validity of blockchain-based evidence recognised?

¹⁰⁸ Art. 60 para. 1, Greek Code of Lawyers (Law No. 4194/2013).

¹⁰⁹ Art. 60, para. 4, Greek Code of Lawyers (Law No. 4194/2013).

¹¹⁰ Art. 71 Greek Code of Lawyers (Law No. 4194/2013) and indicatively, Supreme Court Judgement No. 59/2007.

There is no publicly known legal precedent in the jurisprudence of Greek courts in this respect, as blockchain questions are fairly new. However, according to Article 27 of the Greek Law on International Arbitration, the parties are, in principle, free to determine the rules applicable to the arbitral process, including the taking and types of evidence, subject to mandatory provisions of the Greek Law on International Arbitration. In the absence of an agreement between the parties on these rules or issues, the arbitral tribunal will determine the applicable rules. Evidence in the form of electronic-technology data is, in principle, accepted in arbitration.

7.2 Where an arbitration agreement and/or award is recorded on a blockchain, is it recognised as valid?

Blockchain arbitration is a recent concept and has not been developed or regulated in Greek legislation, theory and practice. It may be premature to give concrete answers to blockchain questions. As a starting point, the wording of the written form required for an arbitration agreement ("*document signed by [...] other means of telecommunication recording an agreement*")¹¹¹ does not expressly invalidate arbitration agreements recorded on a blockchain. Notably, taking into account the addition to the definition of a document ("*an electronic recording which allows subsequent confirmation of the identity of its author and access to the content of the agreement*") in the new Law on International Arbitration, admittedly, there is more room for new types of arbitration agreements based on new technologies.

While it may be premature to establish a concrete legislator's position, it should be mentioned, as a matter of theory, that blockchain arbitration, which is conducted exclusively on a digital basis, may raise issues regarding its compliance with the general procedural rules and principles of arbitration, such as the neutrality of the arbitral tribunal, the right to be heard or even with the rules of public policy.

Further, it is notable in this regard that in 2022, a Greek court¹¹² refused to enforce an arbitral award that ordered the repayment of a Bitcoin loan to the claimant on public policy grounds. The court cited concerns that cryptocurrencies are not recognised as a currency, therefore, pose risks and potentially facilitate tax evasion and fraud, among other social ills. While not setting a precedent in blockchain arbitration *per se*, the case shows general reluctance towards technologies enabling digital assets.

7.3 Would a court consider a blockchain arbitration agreement and/or award as originals for the purposes of recognition and enforcement?

Please refer to the answer to question 7.2.

7.4 Would a court consider an award that has been electronically signed (by inserting the image of a signature) or more securely digitally signed (by using encrypted electronic keys authenticated by a third-party certificate) as an original for the purposes of recognition and enforcement?

¹¹¹ Art. 10(3) of Greek Law on International Arbitration and Art. 869 GCCP.

¹¹² Court of Appeal of Western Central Greece, No. 88/2021 (unreported).

The issue of e-signatures or digital signatures on arbitral awards is a matter of general discussion among the international arbitration community as, in some cases, it may raise enforceability issues. In principle, as a matter of Greek law, electronic documents issued by natural or legal persons using an authorised electronic signature or an approved electronic stamp are accepted by public authorities and courts throughout the country.¹¹³ In the context of arbitration, however, issues relating to the electronically or digitally signed awards should be carefully addressed, taking into account the unfamiliarity of the state Courts with tech issues, the lack of any specific case-law and the absence of explicit legal provisions in the field of international arbitration.

In domestic arbitrations, there is an explicit requirement for an arbitral award to bear a handwritten signature.¹¹⁴ Such a requirement does not explicitly exist in the Greek Law on International Arbitration, which provides that an original signed hard copy of the arbitral award should be communicated to each of the parties without, however, specifying whether such a signature should be handwritten or can be electronic.¹¹⁵ Practically, however, the enforcement of arbitral awards in Greece is subject to certain requirements that may involve the need for the parties and arbitrators to get a hard copy of the award bearing the handwritten signature(s) of the arbitrator(s). In the context of international arbitrations, securely digitally signed awards (by using encrypted electronic keys authenticated by a third-party certificate) would, most likely, be accepted. Nonetheless, the relevant potential counterarguments at the stage of enforcement must not be overlooked: having an award signed by inserting the image of a signature could raise non-enforceability issues. Parties should bear in mind that the safest approach would be to have the award signed by hand. It is noteworthy that the new definition of document of the Law on International Arbitration provides that *“an electronic recording which allows subsequent confirmation of the identity of its author and access to the content of the agreement”*.¹¹⁶ It remains to be seen if the said law and the evolving case law will provide further clarity in the future on the issue of the use of electronic signatures, of either type, for arbitral awards.

8. Is there likely to be any significant reform of the arbitration law in the near future?

No, the Greek Law on International Arbitration was recently enacted.

9. Compatibility of the Delos Rules with local arbitration law

The Delos Rules are not exactly the same in scope as the Greek Law reviewed in this Chapter. As institutional rules, the Delos Rules include provisions on drafting an arbitration clause (including as model arbitration and choice of law clauses, provisions regarding the initiation of a “Delos arbitration” etc.) and regulating the relationship between the parties, the tribunals, and Delos (including provisions regarding the liability of the arbitrators or Delos’ employees, provisions regarding the costs and taxes paid to Delos) which are institution-specific provisions, and are not included in local arbitration laws. As regards the matters regulated by both the Delos Rules and the Greek law on international arbitration (*i.e.* place of arbitration, the constitution of tribunal awards etc.), there are no major deviations. Moreover, the Delos Rules are more technically detailed, like most institutional rules in comparison with arbitration laws. Overall, the two sets of rules are compatible.

10. Further reading: Historical note

As noted at the start of this chapter, Greece is probably the first country where arbitration as a dispute settlement method was ever recorded, at the very dawn of its ancient history. Indeed, a stele discovered in excavations of a water conduit represented a record of a settlement by a board of arbitrators, dated 363

¹¹³ Art. 15 of Law No. 4727/2020.

¹¹⁴ Art. 892, para. 1 GCCP.

¹¹⁵ Art. 40, para 1 and 4 of Greek Law on International Arbitration.

¹¹⁶ Art. 10(2) of Greek Law on International Arbitration.

BC (because of a reference to the eponymous Athenian archon for that year). The stele originates from Athens at the time when Aristotle and Demosthenes were young men and was intended to be perpetual evidence of an arbitral award between two parts of the Salaminioi clan (genos "Σαλαμίνιοι"). It was a long and complete inscription in Pendelic marble, very illuminating for the whole process of arbitration, an important part of Athenian justice. The matter at issue was the administration of sacrifices made to various divinities and heroes by two branches of the clan of Salaminioi. This was a private arbitration. There were five arbitrators, presumably two from each side and a fifth chosen by those four. The members of the tribunal were called by the name normal for arbitrators: *diaitetai* ("διαιτηταί"). The process by which they produced their result was called mediating: *diellaxan* ("διαλλάξαν"). The parties agreed to accept their determination after it had been made. The award does not set out the issues between the parties. The arbitrators reveal nothing of their reasons. After all, the settlement is the only thing that matters and puts an end to all claims by the parties.¹¹⁷

¹¹⁷ For more information, see in English, 'Two ancient Greek Arbitration Awards found in Athens with an introduction by Derek Roebuck' ('Ancient Greek Arbitration', 2001, p. 287 *et seq.*) at trans-lex.org.

ARBITRATION INFRASTRUCTURE AT THE JURISDICTION

Leading national, regional and international arbitral institutions based out of the jurisdiction, <i>i.e.</i> with offices and a case team?	φ
Main arbitration hearing facilities for in-person hearings?	Athens Mediation & Arbitration Organisation (EODID) offers housing and accommodation services in relation to arbitrations (https://www.eodid.org/en/egkatastasis/). Large hotels can also accommodate hearings for arbitrations in venues-conference rooms.
Main reprographics facilities in reasonable proximity to the above main arbitration hearing facilities?	Services are offered in practice in-house by the venues/arbitration hearing facilities, such as EODID or by third party service providers based mainly in Athens or Thessaloniki.
Leading local providers of court reporting services, and regional or international providers with offices in the jurisdiction?	φ
Leading local interpreters for simultaneous interpretation between English and the local language, if it is not English?	Usually, the venues offering hearing facilities, collaborate with local service providers and offer interpretation services in one package.
Other leading arbitral bodies with offices in the jurisdiction?	φ