

Greece

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GENERAL

1. Please give a brief overview of the use of commercial arbitration in your jurisdiction, including any recent trends. What are the general advantages and disadvantages of arbitration compared to court litigation in your jurisdiction?

Court litigation remains the key method of resolving large commercial disputes. However, in recent years, arbitration has been gaining ground as a preferred alternative form for the resolution of commercial disputes, particularly in the context of international commercial transactions. Frequent users of arbitration are companies in the construction, insurance, banking and finance sectors. Arbitration is mandatory for some types of disputes, for example, those:

- Arising from contracts between the Hellenic Transmission System Operator and energy companies.
- Arising from contracts entered into by private public partnerships under Statute 3389/2005.
- Relating to the protection of foreign investments under Legislative Decree 2687/1953.

The main advantage of arbitration over litigation is that it is quicker. Litigation takes, on average, six years before the court's judgment is enforceable. The main disadvantage of arbitration is that the arbitrators' fees make it a more costly form of dispute resolution.

2. Which arbitration organisations are commonly used to resolve large commercial disputes in your jurisdiction? Please give details of both arbitral institutions and professional/industry bodies, including the website address of each organisation.

Some of the major arbitration bodies in Greece are:

- The Organisation for Mediation and Arbitration, which operates under the auspices of the Ministry of Employment (www.omed.gr/en).
- The National Committee of the International Chamber of Commerce (www.iccwbo.gr).
- The Department of Arbitration of the Athens Chamber of Commerce and Industry (www.acci.gr).
- The Piraeus Association for Maritime Arbitration (www.mararbpiraeus.eu).
- The Permanent Arbitration Committee of the Hellenic Chamber of Shipping (www.nee.gr).
- The Permanent Arbitral Tribunal of the Technical Chamber of Greece (www.tee.gr).

- The Permanent Arbitral Tribunals of the Bar Associations of Athens (www.dsa.gr), Piraeus (www.dspeir.gr) and Salonica (www.dsth.gr/web/guest/home), which are competent if specific reference is made to them in contracts.
- The Permanent Arbitral Tribunal of the Greek Regulatory Authority for Energy (www.rae.gr).

(See box, Main arbitration organisations.)

3. What legislation applies to arbitration in your jurisdiction? To what extent has your jurisdiction adopted the UNCITRAL Model Law on International Commercial Arbitration 1985 (UNCITRAL Model Law)?

Rules governing the procedure of domestic arbitration are set out in Articles 867 to 903 of the Code of Civil Procedure (CCP). International commercial arbitration is governed by Statute 2735/1999, which transposed the UNCITRAL Model Law into national law and is applicable when Greece is the venue of the arbitration and either (*Article 1(2), Statute 2735/1999*):

- One of the parties is seated or resides outside Greece.
- The location of the arbitration or the place where the contractual obligations should be fulfilled is different from the parties' registered seat or residence.
- The parties agreed that the object of arbitration is connected to several countries.

However, the provisions of the CCP may also apply in international commercial arbitration, either directly (that is, Articles 882 and 882A of the CCP regarding arbitrators' remuneration in international arbitration) or indirectly, that is, if an issue is not directly regulated in Statute 2735/1999.

4. Are there any mandatory legislative provisions (for example, relating to removal of arbitrators, challenge of awards and arbitrability)? If yes, please summarise their effect.

Nearly all commercial disputes are arbitrable, as the parties have the power to freely resolve the matter as they see fit (*Article 867, CCP*). Therefore, the arbitration provisions of the CCP are, in principle, not mandatory. There are, however, some exceptions. For example, the right to freely determine the matter does not extend to employment disputes (*Article 867, CCP*) and applications for interim measures (*Article 889(1), CCP*).

Other mandatory provisions include that both parties appoint an equal number of arbitrators (*Articles 872, CCP and 11(4), Statute 2735/1999*) and have the same rights and obligations during the hearing (*Article 886(2), CCP*). The provisions on the exemption of arbitrators if there are doubts regarding their impartiality or independence are also mandatory (*Article 883(2) in conjunction with Articles 52 and 58 to 69, CCP and Articles 12 to 15, Statute 2735/1999*).

If the arbitration agreement or procedure violates any of the above mandatory provisions, the judgment issued by the arbitral tribunal may be declared null and void by the Court of Appeal of the region in which the arbitral tribunal that issued the award sat (*Articles 897 and 898, CCP and 34, Statute 2735/1999*).

5. Are there any requirements relating to independence or impartiality?

The arbitrators' appointment is, in principle, based on the will of the parties, as expressed in the arbitration agreement or clause. However, due to the nature of their duties as adjudicators, arbitrators are expected to be independent, neutral and impartial in the exercise of their service. As a result, arbitrators cannot be related to the parties. According to the Supreme Court of Greece, this rule is considered to be a rule of public order (*Judgment 980/1986*).

In addition, arbitrators cannot rely on their own knowledge of disputed facts but rather must rely on the evidence brought before them by the parties (*Supreme Court Judgment 1509/1982*). Arbitrators can ask to be exempted or their exemption may be requested by the parties if there are doubts regarding their impartiality or independence (*Article 883(2) in conjunction with Articles 52 and 58 to 69, CCP, and Articles 12 to 15, Statute 2735/1999*).

6. Does the law of limitation apply to arbitration proceedings? If yes, briefly state the usual length of limitation period(s) and what triggers or interrupts it in the context of commercial arbitration.

The law of limitation is applicable to various actions brought before state or arbitral courts. The general limitation period is 20 years (*Article 249, Greek Civil Code (CC)*). However, there are several exceptions to this rule. For instance:

- A five-year limitation period applies to commercial claims (*Article 250, CC*).
- An 18-month limitation period applies to claims of unfair competition (*Article 19, Statute 146/1914*).

The limitation period starts running from the day following the day on which the cause of the action arose (*Article 251, CC*). The limitation period stops running when the judicial or arbitration procedure begins (that is, when one of the parties performs all necessary actions for the commencement of proceedings) or, in the case of arbitration, the arbitrators' appointment (*Article 269, CCP*). The time that has elapsed until the limitation period stops running is not taken into account and the limitation period starts running again from the beginning (*Article 270, CCP*). Therefore, the limitation period starts running again from the arbitrator's appointment.

The limitation period is interrupted if the party cannot file the action during the last six months of the limitation period because of the other party's fault or force majeure (*Article 255, CCP*). The period of the interruption is not included when calculating the limitation period (*Article 257, CCP*).

ARBITRATION AGREEMENTS

7. For an arbitration agreement to be enforceable:

- What substantive and/or formal requirements must be satisfied?
- Is a separate arbitration agreement required or is a clause in the main contract sufficient?

The following rules apply:

- In principle, an arbitration agreement must be made in writing. However, even in the absence of the necessary written agreement, the arbitration can take place, if no objection is raised by the parties when appearing before the arbitral tribunal (*Articles 869, CCP and 7(7), Statute 2735/1999*).
- The arbitration agreement may refer to both existing and future disputes (*Articles 868, CCP and 7(1), Statute 2735/1999*).
- An arbitration agreement can be concluded either in a private or public (that is, a notarial deed) document.
- The agreement is regarded as made in writing if both parties have signed the relevant document (*Article 160(2), CC*) or if the parties have exchanged letters, telegrams or other documents that have been signed by them (*Article 869, CCP*).

Statute 2735/1999 on International Arbitration provides for a broader definition of a written agreement than the CCP. Therefore, the claimant need not necessarily produce a copy of an arbitration agreement or clause but can merely say in his action that such an agreement or clause exists. If the defendant does not oppose the allegation that arbitration is the agreed method of dispute resolution, then an arbitration agreement/clause is deemed to exist (*Article 7, Statute 2735/1999*).

In relation to the legal form of an arbitration agreement, it can be an entirely separate contract between the parties or a clause in the main contract signed by them (*Article 7(2), Statute 2735/1999*).

8. Do statutory rules apply to the arbitration agreement? For example, are there restrictions on the number, qualifications/characteristics or selection of arbitrators?

Unless otherwise provided in the arbitration agreement, arbitrators must determine the type of procedure they will follow and the location and time of the arbitration (*Articles 886(1), CCP and 19(2), 20(1) and 22(1), Statute 2735/1999*).

However, arbitrators cannot disregard fundamental procedural safeguards, such as the equal treatment of the opposing parties before the arbitral court (*Articles 886(2) and (3), CCP and 18,*

Statute 2735/1999 (see Question 4). The parties appoint an equal number of arbitrators (*Articles 872, CCP and 11(4), Statute 2735/1999*). In international arbitration, unless the parties have agreed otherwise, the number of arbitrators is three (*Article 10, Statute 2735/1999*).

The CCP includes strict provisions regarding the appointment of non-retired judges as arbitrators (*Article 871A, CCP*). In particular, the parties cannot name a specific judge as an arbitrator or designate his position or title in the arbitration agreement (for example, the sole president of the Supreme Court of Greece or a particular judge of a district court). One exception applies, in that the parties can appoint the longest serving judge of a particular court as an arbitrator. Should the appointment of a particular judge be made in the arbitration agreement, such an appointment is invalid, although that invalidity does not affect the rest of the arbitration agreement.

9. In what circumstances can a third party be joined to an arbitration, or otherwise be bound by an arbitration award? Please give brief details.

There are no specific provisions regarding the intervention of a third party in the arbitration proceedings. As a result, the general provisions of the CCP apply. A third party can opt to intervene if it has a legal interest in doing so either:

- In support of a party (*Article 80, CCP*).
- As a full party that acts independently of both the claimant and the defendant and seeks the protection of its own rights that are being threatened by the outcome of the arbitration proceedings (*Article 79, CCP*).

Such intervention may be the result of an inter-pleader action filed and served by the claimant or the defendant on the third party, which can then effectively join the proceedings by filing its intervention (*Articles 86 to 90, CCP*). This is standard practice in cases where the defendant can pass on liability to a third party acting as a so-called “procedural guarantor” (for example, an insurer). In these circumstances, it is obviously in the interests of the third party to become a party to the existing action as it may eventually be compelled to pay damages awarded to the claimant.

In principle, an award is binding on the parties who signed the arbitration agreement and any third party that has been joined to the arbitration proceedings. However, the award may be binding on a third party that has not been joined, if the latter has a legitimate interest in the award. This is the case if the award affects the legal rights and obligations of the third party (for example, if the two parties have signed a contract for works, which includes an arbitration clause, and the third party is one of the parties’ subcontractor).

PROCEDURE

10. Does the applicable legislation provide default rules governing the appointment and removal of arbitrators, and the start of arbitral proceedings?

Unless otherwise provided in the arbitration agreement, arbitrators determine the applicable procedure (*Articles 886(1),*

CCP and 19(2), Statute 2735/1999). Contrary to the CCP, *Statute 2735/1999* on International Arbitration includes a provision on the commencement of arbitration proceedings. The proceedings commence once the defendant has received an arbitration action by service or other legal notice (*Article 21, Statute 2735/1999*).

An arbitration action is different from litigation as it does not need to include the exact claim and all factual and legal grounds of the case. It only needs to state that a party wishes to start arbitration proceedings, and have the arbitrators appointed and the arbitral tribunal convened.

The parties can deviate from the provisions regarding the appointment and removal of arbitrators (see Questions 4 and 5), apart from the provisions regarding the appointment of judges who are still in service, which are mandatory (*Article 871A, CCP*) (see Question 8).

11. What procedural rules are arbitrators likely to follow? Can the parties determine the procedural rules that apply? Does the legislation provide any default rules governing procedure?

In principle, most procedural provisions on arbitration are not mandatory. As a result, the arbitration procedure can on the whole be shaped by the will of the parties as set out in the arbitration agreement (*Articles 886(1), CCP and 19(1), Statute 2735/1999*). However, the parties must comply with the mandatory rules relating to the arbitration forum, such as:

- The defendant’s right of defence (*Articles 886 (2), CCP and 18, Statute 2735/1999*).
- The parties’ equality before the court (*Articles 886 (2), CCP and 18, Statute 2735/1999*).
- The independence and impartiality of arbitrators (see Question 5).

If the parties do not detail the procedure to be followed in the arbitration agreement, the arbitrators will determine it (*Articles 886(1), CCP and 19(2), Statute 2735/1999*). In doing so, the arbitrators must observe all procedural provisions, both mandatory and optional, allowing the parties to indicate their preferences where the procedural provisions are not mandatory.

12. What procedural powers does the arbitrator have? If there is no express agreement, can the arbitrator order disclosure of documents and attendance of witnesses (factual or expert)?

Unless otherwise provided in the arbitration agreement, arbitrators determine the procedure to be followed (*Articles 886(2), CCP and 19(2), Statute 2735/1999*) (see Question 11). However, the arbitrators must do so in accordance with the provisions of the CCP. As a result, the arbitrators cannot impose penalties or order compulsory measures for the submission of evidence, unless the arbitral court is composed of state judges. In this case, the arbitrators can request that the Court of the Peace (one of the courts of first instance) enforce such measures (*Article 888, CCP*).

EVIDENCE

13. What documents must the parties disclose to the other parties and/or the arbitrator(s)? Can the parties determine the rules on disclosure? How, in practice, does the scope of disclosure compare with disclosure in litigation?

As with litigation, the role of the arbitral tribunal in arbitration proceedings is a passive one as far as the gathering and submission of evidence is concerned, mainly because of the Greek principle of civil procedure that prescribes that evidence is to be provided at the initiative of the parties to an action (*Article 338(1), CCP*). Because of this, each party maintains control of what to disclose and when, and cannot require the other party to disclose in return.

However, as with litigation, an application seeking a disclosure order can be made (*Articles 450 to 452, CCP*) but this is a slow and rigid procedure as only applications that set out, in great detail, the particular document sought are allowed. As a result, this application is rarely sought.

In relation to domestic arbitration, the arbitral court usually opts for the flexible and quicker procedure followed in interim (injunction) proceedings. Under this procedure, documents to which reference is made in the arbitration action or which support the factual allegations of either party must be disclosed with the party's pleadings during the hearing before the tribunal. Parties are free to choose the documents they wish to disclose and file them with their supplementary pleadings up to three days after the hearing ends. In practice, the hearing normally begins and ends on the same day.

In international arbitration, the defendant must file pleadings with the arbitral court within 30 days of the filing of the claimant's action (*Article 23 (1), Statute 2735/1999*). The time period within which the parties must file their supplementary pleadings and evidence is determined by the arbitral court.

CONFIDENTIALITY

14. Is arbitration confidential?

There is no statutory provision imposing confidentiality on arbitration proceedings. However, parties tend to keep the proceedings private and include confidentiality clauses in their agreements.

COURTS AND ARBITRATION

15. Will the local courts intervene to assist arbitration proceedings? For example, by granting an injunction or compelling witnesses to attend?

The intervention of state courts in international arbitration proceedings is possible, if allowed by law (*Article 5, Statute 2735/1999*). The same rule applies to domestic arbitration, although there is no such provision in the CCP. The Single-Member Court of First Instance can intervene in the arbitrators' appointment, if the defendant does not appoint its arbitrator on

time or if the parties fail to jointly appoint the presiding arbitrator (*Articles 878, CCP and 11(4), Statute 2735/1999*).

The Court of the Peace can intervene in the gathering of evidence if the arbitral tribunal requests this (*Articles 888, CCP and 27, Statute 2735/1999*). In particular, the Court of the Peace can impose penalties or order enforcement measures or even undertake certain tasks itself (for example, inspection).

However, this request can only be granted if the intervention of the Court of the Peace is deemed necessary for the completion of the arbitration procedure. This is so if the specific measure can only be taken by state courts (for example, the examination of a witness who does not reside in Greece (*Article 5(1), CCP*)).

The Court of Appeal can declare the arbitral award null and void in certain circumstances (*Articles 898, CCP and 34(2), Statute 2735/1999*) (see *Question 22*).

16. What is the risk of a local court intervening to frustrate the arbitration? Can a party delay proceedings by frequent court applications?

Under Greek law, the parties cannot delay proceedings by filing frequent court applications because a request for the intervention of the Court of the Peace can only be filed by the arbitrators and not by the parties (see *Question 15*).

A request for annulment can only be filed with the Court of Appeal after the arbitration award has been issued, that is after the completion of arbitration proceedings. The enforcement of the award is not suspended by filing this request, except if the Court of Appeal orders suspension (see *Question 22*). Consequently, the request for annulment cannot frustrate proceedings, but the execution of the award may be suspended through the order by the Court of Appeal.

The claimant can only file an application for appointment of the defendant's arbitrator if the latter does not appoint him within the timelines set out in the arbitration agreement. In any event, this action serves to accelerate rather than delay the arbitration proceedings.

17. What remedies are available where a party starts court proceedings in breach of an arbitration agreement, or initiates arbitration in breach of a valid jurisdiction clause?

The defendant can raise an objection against the (state or arbitral) court's jurisdiction if that court is declared not competent to hear the case under the parties' agreement (see *Question 19*). If the court finds that it is not competent to try the case, it must reject the action on the basis that it should be heard before the competent (arbitral or state) forum (*Articles 870 and 264, CCP and 8(1) and 16, Statute 2735/1999*).

18. Will the local courts grant an injunction to restrain proceedings started overseas in breach of an arbitration agreement?

Under Greek law, there is no injunction available granting a stay of proceedings to restrain foreign matters due to lack of jurisdiction. This is based on the principle that each court is free

to rule on its own jurisdiction and competence. If the claimant brings an action before a foreign court that has no jurisdiction, the defendant must raise an objection against the foreign court's jurisdiction during the hearing.

19. What remedies are available where one party denies that the tribunal has jurisdiction to determine the dispute(s)? Does your jurisdiction recognise the concepts of separability and/ or kompetenz-kompetenz? Does the tribunal or the local court determine issues of jurisdiction?

If the defendant denies that the arbitral tribunal has jurisdiction, the tribunal determines whether it has jurisdiction or not. No remedies are available from the state courts, because each forum, whether arbitral tribunal or state court, decides on its competence and either proceeds to an examination of the facts of the case or declares its lack of jurisdiction and rejects the action (*Article 16, Statute 2735/1999*).

Notably, courts must examine their jurisdiction *ex officio*, that is, even if the defendant does not raise the relevant objection.

The concept of separability is recognised in Greece. In practice, the parties usually agree in writing that the arbitration clause remains valid, even if the rest of the underlying agreement is ineffective.

REMEDIES

20. What interim remedies are available from the tribunal? Can the tribunal award:

- Security for costs?
 - Security or other interim measures?
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No interim remedies are available from the tribunal regarding security for costs. However, before the arbitral tribunal begins hearing the matter, the claimant must pay half of the arbitrators' fees. The advance payment is defined in detail when the arbitral tribunal first convenes. In exceptional cases, the advance payment may be reduced, but to no less than one-third of the total amount (*Article 882(1), CCP*). (The provisions of the CCP regarding the arbitrators' remuneration are applicable to both domestic and international arbitration (*see Question 3*)).

In domestic arbitration, the tribunal cannot order, reform or revoke interim measures (*Article 889(1), CCP*). In international arbitration, the court can itself order interim measures before or after the beginning of the arbitration procedure (*Article 9, Statute 2735/1999*).

21. What final remedies are available from the tribunal? For example, can the tribunal award damages, injunctions, declarations, costs and interest?

The tribunal can order all final remedies that are available in litigation, that is:

- Specific performance or damages. Damages must be of a compensatory nature only and can include loss of profits as well as so-called moral damages (that is, monetary reparation for psychological, non-pecuniary harm suffered as a result of an unlawful act).

- Declaration of the existence or non-existence of a legal relationship.
- Creation, transformation or termination of a legal relationship (for example, the declaration of a contract as invalid due to fraud).

APPEALS AND CHALLENGES

22. Can arbitration proceedings and awards be appealed or challenged in the local courts? If yes, please briefly outline the grounds and procedure. Can the parties effectively exclude any rights of appeal or challenge?

Arbitral awards cannot, in principle, be appealed (*Articles 895, CCP and 35(1), Statute 2735/1999*). However, under certain circumstances, they can be annulled or declared inexistent.

Annulment of an award

An arbitral award may be declared null and void under the following circumstances (*Articles 897, CCP and 34(2), Statute 2735/1999*):

- If the arbitration agreement is invalid.
- If the award was issued after the arbitration agreement ceased being in force.
- If:
 - the arbitrators were appointed contrary to the arbitration agreement or provisions of the law;
 - the parties have revoked the arbitrators; or
 - the arbitrators participated in the tribunal even though they should have been exempted from it.
- If the tribunal has exceeded its authority, as defined in the arbitration agreement or the law (for example, if the award refers to issues that were not included in the arbitration action).
- If the award:
 - has not been made, drafted or signed according to the relevant statutory provisions;
 - is contrary to Greek public order or moral values, or to provisions regarding the procedural equality of the parties and their right to be heard before the tribunal;
 - is unintelligible or includes contradictory provisions.
- If there is a reason that justifies the revision of the case under Article 544 of the CCP. This condition is only relevant to domestic arbitration because this legal remedy may not be regulated by the civil procedure of other countries.

The court competent to order the annulment of an award is the Court of Appeal in the territory where the award was issued (*Articles 898, CCP and 34(2), Statute 2735/1999*). The annulment can be requested by the parties to the arbitration, as well as any other person with a relevant legal interest (*Article 899(1), CCP*). Enforcement of an award is not suspended once a request for annulment has been filed, unless the Court of Appeal orders its suspension (*Articles 899(3), CCP and 35(3), Statute 2735/1999*).

Declaration of an award as inexistent

In domestic arbitration, the Court of Appeal can, in proceedings for employment disputes, declare an award to be inexistent if (*Article 901, CCP*):

- There was no arbitration agreement.
- The award was issued in relation to a matter that could not be subject to arbitration proceedings, that is, a dispute arising from a right that the parties cannot dispose of.
- The award was issued against a non-existent natural or legal person, that is, a deceased natural person or a dissolved and liquidated company.

Again, enforcement of an award is not suspended by the filing of a request for this declaration, unless the Court of Appeal orders this at the request of the parties (*Article 901(3), CCP*).

COSTS**23. What legal fee structures can be used? For example, hourly rates and task-based billing? Are fees fixed by law?**

In domestic arbitration, the arbitrators' fees are fixed by law (*Articles 882 to 882A, CCP*). As a result, the arbitrators' remuneration is calculated as a percentage of the value of the disputed item or claim. If the disputed item or claim has no financial value, the arbitrators' fees are determined on the basis of the reasonable judgment of the court (*Article 882(2), CCP*). If an arbitrator is a judge of the Supreme Court of Greece or the *Conseil d'Etat* (Supreme Administrative Court) his remuneration is higher than of any other arbitrator (*Article 882A, CCP*).

In international arbitration, the allocation of costs and expenses, procedural costs and the arbitrators' fees are subject to the parties' agreement. In the absence of an explicit agreement, the arbitral tribunal allocates costs and fees between the parties as it deems fit. This allocation may be the subject of a separate decision by the tribunal (*Article 32(4), Statute 2735/1999*). Notably, Articles 882 and 882A of the CCP regarding the arbitrators' remuneration are directly applicable to international arbitration. Therefore, the arbitral award must comply with these provisions.

The legal fees of the parties' lawyers are specifically regulated by the Code of Lawyers (Legislative Decree 3026/1954). Therefore, in relation to the drafting of a notice of arbitration or an arbitration action, the minimum legal fee amounts to 2% of the value of the claim (*Article 123 (1), Code of Lawyers*). In relation to the lawyers' fees for the drafting of pleadings, the claimant's lawyer receives at least 1% of the value of the claim, while the defendant's lawyer is entitled to 2% of the value of the claim.

24. Does the unsuccessful party have to pay the successful party's costs? How does the tribunal usually calculate any costs award and what factors does it consider?

In domestic arbitration, an arbitral award determines which party is responsible for paying the arbitrators' fees and procedural costs. It does so according to the relevant provisions of the CCP, which are applicable to judicial proceedings (*Article 882(5), CCP*). As a result, in principle, the unsuccessful party pays the successful party's costs (*Article 176, CCP*).

MAIN ARBITRATION ORGANISATIONS**The Organisation for Mediation and Arbitration (*Organismos Mesolavisis kai Diatisis*) (OMED)**

Main activities. OMED operates under the auspices of the Ministry of Employment. OMED offers mediation and arbitration services to trade unions and employer organisations, as well as individual employers and employees, to help them solve problems regarding the implementation of collective labour agreements. Its services cover all private employment contracts and are aimed at facilitating free collective bargaining on all matters relevant to employment remuneration and labour terms, except for social security matters.

W www.omed.gr/en/

The National Committee of the International Chamber of Commerce (*Ethniki Epitropi tou Diethnous Emporikou Epimelitiriou*) (ICC)

Main activities. The national committee of the ICC includes leading companies and business associations to shape ICC policies in Greece.

W www.iccwbo.gr/

The Department of Arbitration of the Athens Chamber of Commerce and Industry (*Tmima Diatision tou Emporikou kai Viomihanikou Epimelitiriou Athinon*) (ACCI)

Main activities. The Department of Arbitration of the Directorate of International Commercial Relations of the Athens Chamber of Commerce and Industry (ACCI) is responsible for the management of all arbitration issues regarding commercial disputes, as long as the parties have agreed in writing that these disputes are to be solved via arbitration before the ACCI.

W www.acci.gr/

The Piraeus Association for Maritime Arbitration (*Enosi Nautikis Diatisis Peiraia*)

Main activities. The Piraeus Association for Maritime Arbitration is a private non-profit association, founded in Piraeus (Greece's foremost shipping centre) for the purposes of resolving maritime disputes through arbitration.

W www.mararpiraeus.eu/

The Permanent Arbitration Committee of the Hellenic Chamber of Shipping (*Monimi Diatisis tou Nautikou Epimelitiriou Ellados*) (NEE)

Main activities. The NEE has been conducting arbitration since 1969. Arbitrators are appointed from the NEE's list and arbitral awards are registered with the NEE, as well as with the Piraeus Single-Member Court of First Instance.

W www.nee.gr/

In international arbitration, the allocation of costs, expenses, procedural costs and the arbitrators' fees are subject to the parties' agreement. In the absence of an explicit agreement, the arbitral tribunal decides on the allocation of costs and fees between the parties after considering the facts of the case (*Article 32(4), Statute 2735/1999*).

ENFORCEMENT

25. To what extent is an arbitration award made in your jurisdiction enforceable in the local courts? Please briefly outline the enforcement procedure.

Arbitration awards are enforceable from the date they are issued (*Article 904(2), CCP*). However, a prerequisite for commencement of the enforcement procedure is the filing of the award with the secretariat of the Single-Member Court of First Instance in the territory where the award was issued (*Articles 893(2), CCP and 32(5), Statute 2735/1999*).

Enforcement can then commence on the basis of a certified copy of the enforcement order (precept) (*Articles 904 and 918, CCP*). Once this order has been served, enforcement actions can start three working days after the service of the order (*Article 926, CCP*).

26. To what extent is an arbitration award made in your jurisdiction enforceable in other jurisdictions? Is your jurisdiction party to international treaties relating to this issue such as the UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (New York Convention)?

An award issued in Greece regarding an international arbitration should normally be enforceable in other jurisdictions in accordance with the New York Convention, to which Greece is a signatory. The Convention has been transposed into national law by Legislative Decree 4220/1961.

27. To what extent is a foreign arbitration award enforceable in your jurisdiction? Please briefly outline the enforcement procedure.

The recognition and enforcement of foreign arbitration awards in Greece is made in accordance with the provisions of Legislative Decree 4220/1961 (*Article 36, Statute 2735/1999*) (see *Question 26*). Therefore, all foreign awards can be recognised and enforced in Greece in accordance with the New York Convention, even if they are issued by a state that has not signed the convention. The recognition and enforcement of a foreign award is made by the Single-Member Court of First Instance subject to the following conditions and procedures.

A foreign award is recognised if the following conditions are met:

- The arbitration agreement is valid under the law of the state that issued it.
- The disputed item can be subject to an arbitration agreement.
- The award cannot be appealed or no proceeding against its validity is pending.
- The unsuccessful party has not been deprived of the right to a defence during the arbitration proceedings.
- The award is not contrary to a judgment issued by the Greek state courts that sets a precedent between the parties and concerns an issue to which the foreign judgment relates.
- The award is not contrary to the public order or moral values of Greece.

If the above conditions are met, the foreign award is declared enforceable in ex parte proceedings by the Single-Member Court of First Instance of the region where the party against whom the enforcement is sought has its registered seat or residence (*Article 905, CCP*). The court will declare a foreign award enforceable if the following conditions are met:

- The foreign award is enforceable under the legislation of the state where it has been issued and is not contrary to the moral values or the public order of Greece.
- The foreign tribunal had, according to the provisions of Greek law, jurisdiction to hear the case.
- The unsuccessful party has not been deprived of its right to a defence.
- The foreign judgment is not contrary to a domestic judgment that sets a precedent between the parties and concerns the dispute to which the foreign judgment relates.

28. How long do enforcement proceedings in the local court take? Is there any expedited procedure?

Enforcement proceedings can last from eight months to two years. The CCP does not provide for an expedited procedure.

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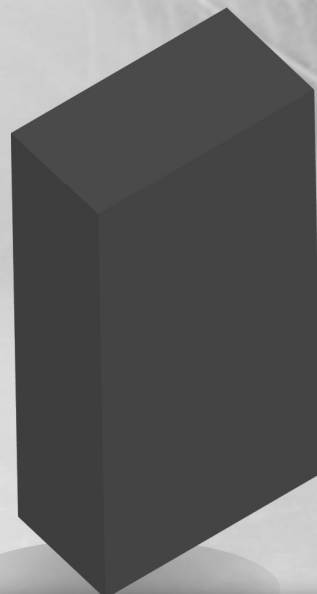
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