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EDITORIAL

This issue of *Asian Dispute Review* begins with a heartfelt tribute to the late Karen Mills C Arb, FCI Arb written by Neil Kaplan KC and Louise Barrington.

Robert Morgan then looks at Asian and Asia-Pacific Arbitration Laws and Arbitral Institutions across the region by means of a detailed table. This is followed by an insightful article by Marina Hadjisoteriou, who takes an in-depth look at Cyprus's international arbitration law and initiatives to modernise it. Heidi Chui, Elizabeth Chan & Justin Kim then discuss the role of arbitration in the Esports industry.

Tereza Gao & Grace Yang provide the In-House Counsel focus article for this issue, looking at how AI can assist Asian arbitration lawyers and arbitrators to overcome certain structural disadvantages. For the Jurisdiction Focus article, The Hon Geoffrey Ma & William Wong provide an update concerning significant developments in arbitration legislation and case law in the Hong Kong SAR. Chiann Bao then reviews the 2nd Edition of *Singapore Law on Arbitral Awards* by Chan Leng Sun SC.

This issue concludes, as always, with the News section written by Robert Morgan.

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Modernising International Arbitration Law in Cyprus

Marina Hadjisoteriou

This article discusses Cyprus-seated international arbitration in light of the adoption of the UNCITRAL Model Law by legislation passed in 1987 and with particular reference to the passage of amending legislation in 2024 to align the earlier legislation with the 2006 version of the Model Law. The article also discusses the recognition and enforcement of foreign arbitral awards under the New York Convention and consultation on a draft arbitration bill that, it is hoped, will culminate in a new Arbitration Law by late 2025 or early 2026.

Introduction to the legal framework governing arbitration in Cyprus

There are two laws governing arbitration in Cyprus. The British colonial era Arbitration Law 1944 (Cap 4) (1944 Law) continues to govern domestic arbitration proceedings.¹ Enacted in January 1944, this Law is, unfortunately, very outdated and gives national courts extensive powers to interfere in arbitration proceedings.

The International Commercial Arbitration Law (Law No 101/1987)² (ICAL) governs international arbitration proceedings and is, by contrast, much better adapted to the needs of modern arbitration. The ICAL adopted in full the 1985 version of the UNCITRAL Model Law on International Commercial Arbitration (the Model Law), subject to being limited to arbitrations defined as “international” and “commercial” therein. The ICAL was amended on 23

February 2024 by the International Commercial Arbitration (Amending) Law (Law No 11(I)/2024)³ (the ICAL Amending Law) to align it with the amendments made by the 2006 version of the Model Law.

Cyprus is a party to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (the New York Convention), which was ratified pursuant to the Law on the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (Ratification) Law (Law No 84/1979) (Ratification Law). Additionally, the Foreign Court Judgments (Recognition, Registration and Enforcement) Law (Law No 121(I)/2000) specifies (*inter alia*) the procedural steps that a party must follow to obtain the recognition and enforcement of a foreign arbitral award in Cyprus under the New York Convention, this being subject to the proviso that such an award has been issued in a country with which Cyprus has concluded a reciprocity treaty to this effect. The detailed recognition and enforcement procedure itself is now governed by section II of Part 44 of the English-influenced Civil Procedure Rules (CPR), which took effect in September 2023.

“The International Commercial Arbitration Law (Law No 101/1987) (ICAL) adopted in full the 1985 version of the UNCITRAL Model Law ... [.] The ICAL was amended ... [in] 2024 by the International Commercial Arbitration (Amending) Law (Law No 11(I)/2024) ... to align it with the amendments made by the 2006 version of the Model Law.”

“... [T]he Foreign Court Judgments (Recognition, Registration and Enforcement) Law (Law No 121(I)/2000) specifies (*inter alia*) the procedural steps that a party must follow to obtain the recognition and enforcement of a foreign arbitral award in Cyprus under the New York Convention[.] ... The detailed recognition and enforcement procedure itself is now governed by ... the ... Civil Procedure Rules (CPR)[.]”

The ICAL Amending Law

As stated previously, the ICAL Amending Law has aligned the ICAL with the 2006 version of the Model Law. As a result, Cyprus is also now aligned with other leading arbitration jurisdictions and is therefore well positioned to serve as an attractive seat for international commercial arbitration. A further arbitration law reform process is now under way, following recent consultation on a draft arbitration bill. This is discussed below.

(1) Extensive legal framework governing interim measures

Prior to its amendment, s 17 of the ICAL simply provided that, unless expressly prohibited in the arbitration agreement, an arbitral tribunal could order interim protective measures concerning the subject-matter of the dispute and also require the provision of security in connection with such measures.

The ICAL Amending Law has replaced the original version

of s 17 of the ICAL with Part IV(A) on interim measures of protection. This contains several sections that set out conditions and procedures for applying for interim measures and also makes provision as to their enforceability, including with regard to *ex parte* orders, guarantees, modifications and grounds for recognition or refusal thereof by the courts of Cyprus.

More specifically, the revised s 17 of the ICAL provides that unless the parties have agreed otherwise, the tribunal may order interim protective measures before issuing a final award. Such temporary measures may (1) maintain or restore the *status quo* pending determination of the dispute; (2) prevent actions likely to cause harm or prejudice to the arbitral process itself; (3) preserve assets that could be used to satisfy a future award; or (4) preserve evidence relevant to the resolution of the dispute. The provisions of this section also apply in cases where the parties have agreed to appoint an emergency arbitrator to resolve an urgent dispute.

“ [The new] Part IV(A) [of the ICAL] ... contains several sections that set out conditions and procedures for applying for interim measures and also makes provision as to their enforceability, including with regard to *ex parte* orders, guarantees, modifications and grounds for recognition or refusal thereof by the courts of Cyprus. ”

Section 17A lays down the conditions for the issuance of interim measures. Pursuant to s 17B, unless otherwise agreed by the parties, a tribunal may issue a provisional measure

without notice. Section 17C provides the specific regime for applying for provisional measures: (1) applications must be notified to the opposing party; (2) the arbitral tribunal will give an opportunity to the opposing party to present its case; and (3) the tribunal will decide upon the matter. All of these steps must be taken without delay. A provisional measure will expire 20 days after the date of issuance by the tribunal. However, the tribunal may issue a provisional measure adopting or modifying the original measure, provided that it gives notice to and an opportunity for the party against whom it is directed to present its case. Such provisional measures are binding on the parties but are not enforceable as court orders.

“ ... [I]nterim protective measures ... may (1) maintain or restore the *status quo* pending determination of the dispute; (2) prevent actions likely to cause harm or prejudice to the arbitral process itself; (3) preserve assets that could be used to satisfy a future award; or (4) preserve evidence relevant to the resolution of the dispute. [They] ... also apply ... where the parties have agreed to appoint an emergency arbitrator[.] ”

Section 17D provides for the amendment, suspension and termination of provisional measures, while s 17E applies to the provision of security for such measures.

Section 17F provides that parties must disclose any material

changes in circumstances and that a party applying for a provisional measure without notice to the other party must disclose to the arbitral tribunal all relevant facts. This duty of disclosure remains in place until the party against whom the order has been requested has had an opportunity to present its case.

“Section 17H states that provisional measures by arbitral tribunals (even foreign ones) may be recognised and enforced by the courts of Cyprus, subject to the provisions of s 17I and also those of the Ratification Law. ... This additional requirement was introduced by the Cypriot legislature and does not appear in the UNCITRAL Model Law.”

Section 17G applies to costs and damages.

Section 17H states that provisional measures by arbitral tribunals (even foreign ones) may be recognised and enforced by the courts of Cyprus, subject to the provisions of s 17I and also those of the Ratification Law. It is noted that this additional requirement was introduced by the Cypriot legislature and does not appear in the UNCITRAL Model Law. Interestingly, it imposes an additional obligation to comply with the New York Convention's provisions.

Section 17I provides the grounds for refusal of recognition and enforcement of a provisional measure.

Section 17J provides that the courts of Cyprus have the

same powers to issue provisional measures in relation to arbitral proceedings, regardless of whether their seat is within Cyprus, as they do in judicial proceedings. The courts exercise such powers in accordance with their jurisdiction and competence, and considering the specific characteristics of the international arbitration concerned.

(2) Relaxation of conditions for the recognition and enforcement of awards

Pursuant to the ICAL Amending Law, the conditions for the recognition and enforcement of a foreign award have been significantly relaxed by comparison with those under the New York Convention.

Thus, s 35(2) as amended of the ICAL abolishes the requirement for a party seeking recognition and enforcement of an award to submit the arbitration agreement to the court. Instead, that party need only provide a duly certified original or a certified copy of the award.

The provision in relation to the translation of the award remains unchanged. If the award is not drafted in one of the official languages of Cyprus (*viz*, Greek or Turkish), the court may request the party seeking recognition and enforcement to produce a translation into one of the official languages. It may be noted that the working language of the courts of Cyprus is Greek.

“Pursuant to the ICAL Amending Law, the conditions for the recognition and enforcement of a foreign award have been significantly relaxed by comparison with those under the New York Convention.”

No guidance is provided by the ICAL as to who should produce the translation. However, art IV.2 of the New York Convention specifies that the translation must be made by an official or a sworn translator, or by a diplomatic or consular agent. This provision has, in the past, led to conflicting District Court judgments (which are persuasive but not binding on other District Court judges). See, for example, the judgment in *Intersputnik International Organization of Space Communications v Alrena Investments Ltd*,⁴ in which the District Court of Limassol held that a translation of the award by the Press and Information Office (PIO) of the Republic of Cyprus (the only official body approved to provide certified translations at the time) did not satisfy the requirements of art IV.2 of the New York Convention as it had not been made by a sworn translator and no affidavit of translation had been submitted. The Court stated further that as the PIO was neither a diplomatic or consular agent nor an official translator, the application for recognition should be dismissed.

Fortunately, the Registration and Regulation of Sworn Translator's Services Law (Law No 45(I)/2019) was enacted in 2019. This legislation makes it clear that translations in Cyprus must now be carried out by sworn translators who are listed in a public register.

Draft arbitration bill 2025

Arbitration in Cyprus is currently undergoing a significant reform process with the preparation of a draft bill for consultation entitled 'The Arbitration Law of 2025'⁵ (the draft bill) by the Ministry of Justice and Public Order of Cyprus (the Ministry).

In preparing the draft bill, provisions of the following overseas legislation and international instruments have been taken into account:

- (1) the Arbitration Act 1996 of England & Wales and Northern Ireland (but without taking into account the provisions of the Arbitration Act 2025);
- (2) the Hong Kong Arbitration Ordinance (Cap 609);
- (3) the Irish Arbitration Act 2010;
- (4) the Greek Law No 5016/2023 on International Commercial Arbitration;
- (5) the New York Convention; and
- (6) the 2006 version of the UNCITRAL Model Law.

“Arbitration in Cyprus is currently undergoing a significant reform process with the preparation of a draft bill for consultation entitled ‘The Arbitration Law of 2025’ ... by the Ministry of Justice and Public Order of Cyprus[.]”

The draft bill is intended to repeal the two current but outdated laws, namely the 1944 Act and the ICAL, and to replace them with a unitary legislative framework for all arbitration disputes, both domestic and international. Its primary objective is to reflect the country's evolving circumstances and meet the modern demands of today's legal landscape, thereby contributing to the establishment of Cyprus as an international arbitration hub.

It may be noted that clause 68 of the draft bill is consistent with the recently amended s 35(2) of the ICAL, in that there is no requirement for a party seeking recognition and enforcement of an award to submit the arbitration agreement to the court. It is sufficient for the party to submit only the duly certified original or a certified copy of the arbitral award. The provision as to the translation of the award is similar as well.

Pursuant to cl 13 of the draft bill, the arbitral tribunal has the power, at the request of one of the parties, to order provisional measures at any time *before* the commencement of or *during* the arbitration proceedings.

“The draft bill is intended to repeal the two current but outdated laws, namely the 1944 Act and the ICAL, and to replace them with a unitary legislative framework for all arbitration disputes, both domestic and international. Its primary objective is to reflect the country’s evolving circumstances and meet the modern demands of today’s legal landscape, thereby contributing to the establishment of Cyprus as an international arbitration hub.”



Before issuing an order for interim relief, the arbitral tribunal must be satisfied that:

- (1) if the requested measure is not granted, damage may be caused which cannot be adequately remedied by an award of damages and, where the measure is ordered, such damage is substantially greater than the damage which may be caused to the party against whom the measure is directed;
- (2) there is a reasonable prospect that the claim will succeed on its merits and the relevant decision does not prejudice the discretion of the arbitral tribunal to make any subsequent award; and
- (3) prior disclosure of the filing of the application for interim relief to the party against whom it is directed may defeat its purpose.

Pursuant to cl 34 of the draft bill, the tribunal must immediately notify all parties of any application for provisional measures. A party against whom a provisional measure is issued must be given an opportunity to present its case without delay and any objection to a provisional measure must be decided promptly. Provisional measures will automatically expire 20 days after their issuance, unless the tribunal adopts or amends them. Provisional measures are binding on the parties but are not directly enforceable by the courts, except in the cases provided for under cl 39 of the draft bill.

Pursuant to cl 31, the arbitral tribunal may, upon request by a party to the arbitration proceedings, order provisional measures to:

- (1) maintain the status quo or restore the previous situation, pending the resolution of the dispute;
- (2) take such action as will prevent or deter the taking of any action which may cause immediate or imminent injury or damage or affect the arbitration proceedings themselves;
- (3) ensure the preservation of assets from which a subsequent arbitral award may be satisfied; and/or
- (4) preserve evidence that may be relevant and material to the resolution of the dispute.

Pursuant to cls 32 and 33 of the draft bill, the tribunal may issue an order for interim relief in the absence of contrary agreement by the parties.

According to clause 39 of the draft bill, a provisional measure issued by an arbitral tribunal is binding and shall be enforceable upon application to the competent court, regardless of the country of issue, subject to the provisions of cl 40.

“ Courts may refuse enforcement of a provisional measure on only limited grounds, as provided for in cls 40 and 69 of the draft bill. ”

Courts may refuse enforcement of a provisional measure on only limited grounds, as provided for in cls 40 and 69 of the draft bill. These are as follows:

- (1) that the opposing party proves that (i) an arbitrator behaved inappropriately or mishandled the case, or (ii) a party lacked legal capacity, or (iii) the arbitration agreement was not valid under the law to which the parties have subjected it or the law of the country in which the arbitral award was made;
- (2) that a requirement to provide security has not been satisfied;
- (3) that the opposing party was not properly notified of the arbitration proceedings or was unable to present its case;
- (4) that a provisional measure has been terminated or suspended by the tribunal or a relevant court;
- (5) that the award relates to a dispute falling outside the scope of the arbitration agreement (though separable valid parts of it may still be enforced);
- (6) that the composition of the arbitral tribunal or the conduct of the arbitral proceedings was in violation of the relevant arbitration agreement between the parties or, failing this, was in violation of the law of the country in which the arbitration was conducted;
- (7) that the award is not binding on the parties, or it has

been set aside or suspended by a competent court of the country in which it was made;

- (8) that a provisional measure was inconsistent with the powers of the court, unless the court decides to modify the interim measure to the extent necessary to adapt it to its own powers and procedures for the purpose of its enforcement without changing its substance;
- (9) that the subject-matter of the dispute is not arbitrable under the law of Cyprus; and
- (10) that enforcement of the award is contrary to the public policy of Cyprus.

It should be noted that judgments of the court on the recognition and enforcement of provisional measures are limited to procedural grounds. The merits of such measures themselves cannot be reviewed.

On 2 July 2025, the Ministry launched a public consultation on the draft bill and invited all interested parties to submit their comments and observations by 1 August 2025. This was in fact the second public consultation on the bill, which followed a similar consultation held last year on a 2024 draft. Based on the comments and observations received at that time, the 2024 draft was subsequently amended.

Given that the second public consultation concluded in early August 2025, it is hoped that the projected Arbitration Law 2025 will be enacted by the end of 2025 or early 2026.

“ Given that the second public consultation concluded in early August 2025, it is hoped that the projected Arbitration Law 2025 will be enacted by the end of 2025 or early 2026. ”

Conclusion

The recent legislative momentum in Cyprus marks a pivotal step in its journey to establish itself as a premier hub for international commercial arbitration. The 2024 amendment of the ICAL modernised it by embracing the latest amendments of the UNCITRAL Model Law. At the same time, the outdated 1944 Act used for domestic arbitrations and the ICAL will hopefully be replaced soon by a new Arbitration Law 2025.

Given that the draft bill intended to be enacted as the Arbitration Law 2025 draws its inspiration from a number of leading overseas international arbitration laws and international arbitration instruments, it will modernise the Cypriot arbitration framework by limiting unnecessary court intervention and strengthening procedural efficiency. In doing so, it will position Cyprus as a progressive and arbitration-friendly jurisdiction that is aligned with international standards.

“... [T]he draft bill intended to be enacted as the Arbitration Law 2025 will modernise the Cypriot arbitration framework by limiting unnecessary court intervention and strengthening procedural efficiency. In doing so, it will position Cyprus as a progressive and arbitration-friendly jurisdiction that is aligned with international standards.”

These reforms will inspire confidence among international investors and corporations, while also empowering Cypriot companies to engage in cross-border commerce, enabling them to feel secure that any disputes can be resolved at home fairly, effectively and within a reasonable timeframe.

In conclusion, Cyprus is steadily establishing itself as an attractive, reliable and sought-after seat for arbitration. Its strategic location at the crossroads of Europe, Africa and Asia, a highly educated legal community with many professionals having studied in the UK, a common law jurisdiction and the widespread use of English, make Cyprus a compelling choice for parties seeking a trusted and efficient forum for cross-border dispute resolution. 

“These reforms will inspire confidence among international investors and corporations, while also empowering Cypriot companies to engage in cross-border commerce, enabling them to feel secure that any disputes can be resolved at home fairly, effectively and within a reasonable timeframe.”

- 1 *Editorial note:* Available at http://www.cylaw.org/nomoi/arith/1944_1_001.pdf. The 1944 Act is broadly based upon the former English Arbitration Act 1950, which consolidated those of 1889-1934, the latter having been current law in 1944.
- 2 *Editorial note:* Available at <https://www.international-arbitration-attorney.com/wp-content/uploads/2022/09/Cyprus-Arbitration-Act.pdf>.
- 3 *Editorial note:* Hard copy text available in the 'National Report: Cyprus', ICCA *International Handbook on Commercial Arbitration*, Binder II, Supplement 138 (June 2025, Kluwer Law International), and online at Kluwer Arbitration, <https://www.wolterskluwer.com/en/solutions/kluwerarbitration>.
- 4 Application No 32/2012, dated 19 January 2018 (District Court of Limassol). The full text of the judgment in Greek is available at <https://cylaw.org/cgi-bin/open.pl?file=apofaseised/pol/2018/2120180035.htm&qstring=Intersputnik%20and%20International%20and%20Organization%20and%20of%20and%20Space%20and%20Communications>.
- 5 The full text of the draft bill (in Greek) is available at <https://e-consultation.gov.cy/diavouleuseis/%CE%BF%CF%80%CE%B5%CF%81%CE%AF-%CE%B4%CE%B9%CE%B1%CE%B9%CF%84%CE%B7%CF%83%CE%AF%CE%B1%CF%82-%CE%BD%CF%8C%CE%BC%CE%BF%CF%82-%CF%84%-CE%BF%CF%85-2025>.