Cyprus


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1 Arbitration Agreements

1.1 What, if any, are the legal requirements of an arbitration agreement under the laws of your jurisdiction?

Firstly, there are two laws governing arbitration proceedings in Cyprus: domestic arbitration proceedings are governed by the Arbitration Law of 1944, Cap. 4 (hereinafter "**Cap. 4**"); and international arbitration proceedings are governed by the International Commercial Arbitration Law 101/1987 (hereinafter "**ICAL**"), which is an almost identical translation into Greek of the UNCITRAL Model Law. The ICAL was amended in February 2024 to bring it more in line with the amendments made to the UNCITRAL Model Law in 2006 (the "**ICAL Amendment**").

The only requirement pursuant to the arbitration laws is that the arbitration agreement must be in writing in order to be enforceable. Despite the fact that there are no other formal statutory requirements, pursuant to the common law principles, the arbitration agreement must be clear and certain in order to be enforceable, it should deal with matters that are arbitrable under the laws of Cyprus, and it should be valid under the general principles of contract law.

In writing

Under section 2(1) of Cap. 4, an "arbitration agreement" is defined as a written agreement to submit present or future disputes to arbitration.

Likewise, section 7 of the ICAL determines that for an arbitration agreement to be valid, it must be in writing. An arbitration agreement is considered to be in writing if it is contained in:

- a document signed by the parties;
- an exchange of letters, telexes, telegrams or other means of telecommunication which provide a record of the agreement; or
- an exchange of statements of claim and defence in which the existence of an agreement is alleged by one party and not denied by the other.

Further, an arbitration agreement can be in the form of an arbitration clause duly incorporated into a contract, or in the form of a separate agreement. A reference in a contract to another document containing an arbitration clause also constitutes an agreement to arbitrate, if the contract is in writing and the reference is such as to make the clause an integral part of the contract.

After the ICAL Amendment, an arbitration agreement is also considered to be "in writing" if (i) it is included in electronic communication if the information contained therein is accessible and useable for subsequent reference (section 7(4) of the ICAL), (ii) it is included in the exchange of statements of claim and defence, which include an allegation by one of the parties of the existence of an arbitration agreement, which allegation is not rebutted by the other party (section 7(5) of the ICAL), and (iii) the reference in a contract to any document containing an arbitration clause is such as to make that clause part of the contract (section 7(6) of the ICAL).

Clear and certain

An arbitration agreement is void if its terms are uncertain or if it does not include a clear reference to arbitration. The relevant English judgment that constitutes a persuasive precedent for Cypriot courts is *Finnegan v Sheffield City Council* [1988] 43 BLR 124. In *Yalta Sea Trade Port v 1. EMED CHARTERING LIMITED a.o. [2001] 1 ΑΑΔ 7,* the Supreme Court (first instance jurisdiction), taking into account Finnegan, noted that the courts tend to uphold arbitration agreements when they clearly express the will and choice of the parties to use the institution of arbitration.

1.2 What other elements ought to be incorporated in an arbitration agreement?

There are no other express provisions found in either Cap. 4 or the ICAL regarding specific elements that must be included in the arbitration agreement, but in general such arbitration agreements will specify whether the arbitration will be institutional or *ad hoc*, and will include provisions for the number and appointment of arbitrators, the language of the proceedings, the incorporation of procedural rules such as the UNCITRAL Rules in the event of *ad hoc* arbitration, and could even include provisions for the timeframe within which the arbitration proceeding should be concluded. The seat of the arbitration should be considered and agreed by the parties and stated clearly in the arbitration agreement, since, in the absence of any other provision, this will determine the law governing the arbitral proceedings and provide for various matters such as replacement of arbitrators or access to court in aid of the arbitration. In addition, the arbitration agreement must be a valid agreement under the general principles of contract law.

1.3 What has been the approach of the national courts to the enforcement of arbitration agreements?

Cypriot courts are generally inclined to enforce arbitration agreements and Cyprus is an arbitration-friendly jurisdiction.

Pursuant to Cap. 4, the court may stay the court proceedings and refer the dispute to arbitration upon the application of a party, if the court considers that there is no sufficient reason why the dispute should not be referred to arbitration and that the applicant, at the time of commencement of proceedings, was and still remains ready and willing to do all things necessary for the proper conduct of the arbitration.

According to the ICAL, the court must refer the parties to arbitration upon the request of a party made before the submission of its pleadings, unless the court finds that the arbitration agreement is null, void or incapable of being enforced. When there are allegations of fraud affecting the arbitration agreement itself, the court may be reluctant to enforce an arbitration agreement; however, each case is decided on the basis of its facts.

2 Governing Legislation

2.1 What legislation governs the enforcement of arbitration proceedings in your jurisdiction?

The enforcement of arbitration proceedings in Cyprus is governed by Cap. 4 and the ICAL.

Furthermore, Cyprus is a party to the New York Convention (hereinafter "**NYC**") (see further question 11.1 below), which was ratified by the Ratification Law 84/1979. In addition, the Foreign Courts Judgments (Recognition, Registration and Enforcement) Law of 2000 ("**Law 121(I)/2000**") provides, *inter alia*, for the procedural steps to be followed by a party wishing to have a foreign award recognised and enforced in Cyprus, provided it was issued in a country with which Cyprus has signed a relevant treaty to this effect. The procedure is now also governed by section II of Part 44 of the Civil Procedure Rules (**"CPR"**), which entered into force in September 2023.

2.2 Does the same arbitration law govern both domestic and international arbitration proceedings? If not, how do they differ?

Cap. 4 applies to domestic disputes referred to arbitration on the parties' agreement, and gives the national courts extensive powers when dealing with domestic arbitration issues. It is an outdated law (adopted in 1944) not adapted to the needs of modern arbitration.

The ICAL applies exclusively to international commercial disputes. According to section 2(2) of the ICAL, an arbitration is considered "international" if:

- the parties had their place of business or relevant commercial relations in different countries when they entered into the contract;
- either the place of arbitration if so designated by the arbitration agreement or the place of performance of a substantial part of the obligations arising out of the commercial relationship which is the subject matter of the dispute or the place to which the subject matter of the dispute is most closely connected are outside the country in which the parties have the place of business; or
- it has been expressly agreed by the parties that the subject matter of the dispute relates to more than one state.

According to section 2(4) of the ICAL, an arbitration is "commercial" if it relates to matters that arise from relationships of a commercial nature, whether contractual or not. The ICAL was modelled on the UNCITRAL Model Law and is an almost exact translation thereof, and puts greater emphasis on party autonomy whilst only allowing judicial intervention in the particular circumstances provided for in the ICAL.

2.3 Is the law governing international arbitration based on the UNCITRAL Model Law? Are there significant differences between the two?

The ICAL adopted the UNCITRAL Model Law of 1985 in its entirety, except for the fact that the ICAL is limited to arbitrations that fall within the definition of "international" and "commercial" as provided therein. As mentioned above, the ICAL Amendment introduced in early 2024 brought the ICAL in line with the UNCITRAL Model Law as amended in 2006.

2.4 To what extent are there mandatory rules governing international arbitration proceedings sited in your jurisdiction?

Generally, the ICAL is drafted in a way that respects the freedom of the parties to the arbitration to agree on matters relating to the conduct of the international arbitration. Mandatory rules are limited to issues relating to the issue of the arbitral award, the challenge of its validity and its recognition and enforcement by the national courts.

3 Jurisdiction

3.1 Are there any subject matters that may not be referred to arbitration under the governing law of your jurisdiction? What is the general approach used in determining whether or not a dispute is "arbitrable"?

Criminal matters, matrimonial and family matters, disputes concerning minors and disputes with public policy implications are non-arbitrable in Cyprus. In addition, recent Cypriot case law has adopted the existing common law approach that a tribunal will have limited powers to make orders that affect the status of a Cypriot company, such as a winding-up order or rectification of a company's register of members, although the substantive dispute may be arbitrable regarding its disputed facts.

3.2 Is an arbitral tribunal permitted to rule on the question of its own jurisdiction?

Yes, pursuant to section 16 of the ICAL, the tribunal is competent to determine its own jurisdiction and to rule on matters regarding the validity or existence of the arbitration agreement.

3.3 What is the approach of the national courts in your jurisdiction towards a party who commences court proceedings in apparent breach of an arbitration agreement?

In cases where a party commences court proceedings in breach of an international commercial arbitration agreement, the court is obliged, provided the ICAL applies, to refer such proceedings to arbitration upon a relevant application by either party, as long as this is made prior to the submission of its pleadings. For arbitrations over which Cap. 4 applies, a similar possibility to apply for stay is provided in section 8 of Cap. 4, although the court retains discretion to stay the

proceedings. The court will not refer a matter to arbitration if the arbitration agreement is found to be null, void or incapable of being enforced.

Part 12 of the CPR provides that a defendant who wishes to apply to the court to challenge its jurisdiction or argue that the court should not exercise its jurisdiction should declare its intention to do so on the notice of appearance filed in the proceedings, and should file the relevant application within 14 days from the filing of the notice of appearance.

3.4 Under what circumstances can a national court address the issue of the jurisdiction and competence of an arbitral tribunal? What is the standard of review in respect of a tribunal's decision as to its own jurisdiction?

A plea that the arbitral tribunal lacks jurisdiction must be raised no later than the submission of the statement of defence (section 16(2) of the ICAL). If the arbitral tribunal issues a preliminary award deciding that it has jurisdiction, any objecting party can request, within 30 days of having received notice of that award, that the Cypriot court decide the question of jurisdiction. The decision of the court is final and is not subject to appeal. Moreover, while court proceedings on the matter are pending, the arbitration proceedings can be continued by the arbitral tribunal at the latter's discretion.

The issue of jurisdiction can also be decided by the Cypriot courts in the following circumstances:

- if a respondent to arbitration proceedings fails to respond to the notice of arbitration, the claimant will apply to the court for the appointment of an arbitrator. In this case, the issue of jurisdiction can be raised by the respondent through their objection to such an application;
- where a party to the arbitration agreement files an action before the Cypriot courts in breach of the arbitration agreement, the defendant can file an application to request an order to stay proceedings and refer the parties to arbitration because of the existence of the arbitration agreement, and the court may consider any allegation that the arbitral tribunal lacks jurisdiction to take the case; or
- the lack of jurisdiction of the arbitral tribunal to hear the dispute may be decided by the courts even after the issuance of the award, and more precisely in the context of an application to set aside or to recognise and enforce an arbitral award.

The arbitration laws do not include provisions for the review of negative rulings on jurisdiction by arbitral tribunals.

3.5 Under what, if any, circumstances does the national law of your jurisdiction allow an arbitral tribunal to assume jurisdiction over individuals or entities which are not themselves party to an agreement to arbitrate?

Third parties or non-signatories are, in principle, not bound by an arbitration agreement or award. In general, a body of jurisprudence has developed internationally in relation to when a non-signatory can be required to arbitrate, such as in cases of agency, implied consent or group of companies; however, these circumstances have not yet been examined by the Cypriot courts.

3.6 What laws or rules prescribe limitation periods for the commencement of arbitrations in your jurisdiction and what is the typical length of such periods? Do the national courts of your jurisdiction consider such rules procedural or substantive, i.e., what choice of law rules govern the application of limitation periods?

The Limitation Law (Cap. 15) and the Limitation of Actionable Rights Law of 2012 (N.66(I)/2012) apply *vis-à-vis* disputes that have been referred to arbitration proceedings as they apply to other legal proceedings to be adjudicated by the national courts. This is governed by Article 21 of the ICAL and Article 24 of Cap. 4. The legal provisions governing limitation of disputes are regarded by Cypriot courts to be of procedural (and not substantive) nature. The exact length of the limitation period depends on the type of claim.

3.7 What is the effect in your jurisdiction of pending insolvency proceedings affecting one or more of the parties to ongoing arbitration proceedings?

Cypriot courts follow the established common law principles on this matter. In this respect, Cypriot courts will not allow the presentation of a winding-up petition to be used as a way to bypass the arbitration agreement in circumstances where there is an existing dispute about the underlying debt on which the petition is based being resolved in arbitration. Instead, the courts are likely to set aside (or stay) the winding-up petition until the arbitration proceedings are adjudicated on the ground that the debt owed to the creditor and forming the subject matter of the winding-up petition is disputed and has not yet been crystallised.

If the underlying debt forming the subject matter of the winding-up petition does not concern or relate to the pending arbitration, then the Cypriot courts will proceed to examine the winding-up petition and may issue an order for the winding-up of the company. In this case, the appointed liquidator will be vested with the power to decide on the continuation of the arbitration proceedings, exercising his discretion while representing the interests of the insolvency procedure of the company.

In the event that the bankrupt or the relevant company in liquidation is a respondent in the arbitration, leave can be sought from the court supervising the insolvency proceedings to proceed with the arbitration despite the ongoing insolvency.

The same principles apply *mutatis mutandis* in cases of bankruptcy of natural persons.

4 Choice of Law Rules

4.1 How is the law applicable to the substance of a dispute determined?

The parties to an international commercial arbitration are free to choose for themselves the law applicable to the substance of the dispute. A reference by the parties to the law or legal system of a state shall, unless expressly provided otherwise, be construed as referring to the substantive law of that state and not to its conflict of law rules (section 28(1) of the ICAL). In the case that no choice of law has been made by the parties, then the tribunal will apply the law determined by the conflict of laws rules it considers applicable (section 28(2) of the ICAL). In all cases, the tribunal shall rule on the dispute in accordance

with the terms of the agreement and shall take into account the commercial customs relevant to the dispute (section 28(4) of the ICAL).

4.2 In what circumstances will mandatory laws (of the seat or of another jurisdiction) prevail over the law chosen by the parties?

There is not yet any developed Cypriot case law on this matter; however, drawing guidance from available common law principles, in certain circumstances mandatory Cypriot law provisions will most likely prevail over the choice of law of the parties, e.g. in cases dealing with the existence, winding up and administration of a Cypriot company, issues related to immovable property situated in Cyprus, and disputes which may concern European competition law provisions, among others.

4.3 What choice of law rules govern the formation, validity, and legality of arbitration agreements?

If the parties made an express choice of law to govern the arbitration agreement, then such law would be effective. In the absence of an express choice of law, the courts will examine whether the parties have made an implied choice of law and, if not, the courts will apply the law with the "closest and most real connection" to the arbitration agreement. This will often be the law of the seat of arbitration.

5 Selection of Arbitral Tribunal

5.1 Are there any limits to the parties' autonomy to select arbitrators?

Neither the ICAL nor Cap. 4 imposes any limits on the parties' autonomy to select arbitrators in Cyprus.

Pursuant to the ICAL, the parties are free to determine the number of arbitrators, the procedure of appointment of the arbitrators, as well as to select anyone as arbitrator, irrespective of their nationality (sections 10, 11(1) and (2) of the ICAL).

If the parties do not determine the number of arbitrators, the arbitration will be carried out by three arbitrators; if the parties do not agree on an appointment procedure, the procedure set out in section 11(3) of the ICAL will be followed.

5.2 If the parties' chosen method for selecting arbitrators fails, is there a default procedure?

Where there is no agreement between the parties on the arbitrator appointment procedure, a default appointment procedure for international commercial arbitrations is laid down in section 11(3) of the ICAL.

Section 11(3)(a) of the ICAL sets out that in an arbitration with three arbitrators:

- each party must appoint one arbitrator;
- the two arbitrators appointed by the parties will then appoint the third arbitrator; and
- if a party fails to appoint an arbitrator within 30 days of receipt of a request to do so from the other party, or if the two arbitrators fail to agree on the third arbitrator within 30 days of their appointment, the appointment will be made, upon request of a party, by the court.

In case of arbitration with a sole arbitrator (section 11(3)(b)), if the parties are unable to agree on the arbitrator, the arbitrator will be appointed, upon request of a party, by the court.

There is a gap in the law, such as in the UNCITRAL Model Law, in case the parties have reached an agreement on a number of arbitrators other than one or three, but have not determined the appointment procedure. This would again inevitably lead to the court assuming jurisdiction to determine the procedure.

Similarly, under section 10(2) of Cap. 4, Cypriot courts have the power to appoint an arbitrator, umpire or third arbitrator in a situation where the appointment is not made within seven clear days after notice has been served.

5.3 Can a court intervene in the selection of arbitrators? If so, how?

Pursuant to section 11(4) of the ICAL, the Cypriot courts have the powers to intervene in the selection of arbitrators at the request of a party if one of the following situations exist, provided that the agreement between the parties does not provide for a different appointment procedure:

- a party fails to act in accordance with the arbitration agreement;
- the parties or the two appointed arbitrators are unable to reach an agreement expected of them under the procedure; or
- a third natural or legal person, including the arbitral institution, fails to perform any function entrusted to it under the procedure.

In addition, the court may set aside any appointment made pursuant to section 11 of Cap. 4, which sets out that where an arbitration agreement provides for a two-arbitrator tribunal, each party appoints one arbitrator and, unless the arbitration agreement expresses a contrary intention:

- if either of the appointed arbitrators refuses to act, is incapable of acting or dies, the party that appointed him may appoint a replacement; or
- if, on such a reference, one party fails to appoint an arbitrator, the party that has appointed an arbitrator may appoint that arbitrator to act as sole arbitrator.

5.4 What are the requirements (if any) imposed by law or issued by arbitration institutions within your jurisdiction as to arbitrator independence, neutrality and/or impartiality and for disclosure of potential conflicts of interest for arbitrators?

Pursuant to section 12(1) of the ICAL, any person who is asked to be an arbitrator must disclose in due time any circumstances that are likely to give rise to justifiable doubts as to the impartiality of their judgment or independence. The same obligation lies upon the arbitrator following their appointment and until the completion of the arbitration proceeding.

Although such requirements are not included in Cap. 4, if it is revealed that an arbitrator is not impartial, the court has the power to remove said arbitrator at a party's request and annul an arbitral award issued by said arbitrator (section 20 of Cap. 4).

The conditions that must be satisfied for the removal of an arbitrator and the procedure to be followed are set out in sections 12–14 of the ICAL and 14–20 of Cap. 4.

6 Procedural Rules

6.1 Are there laws or rules governing the procedure of arbitration in your jurisdiction? If so, do those laws or rules apply to all arbitral proceedings sited in your jurisdiction?

There are no specific procedural rules that apply in international commercial arbitration, and parties are free to agree on the procedural rules to be followed. The International Chamber of Commerce ("**ICC**") arbitration rules, the UNCITRAL arbitration rules and the London Court of International Arbitration ("**LCIA**") rules are most commonly chosen by parties as a framework for the conduct of proceedings. In the absence of such agreement, the arbitral tribunal may conduct the arbitration in any manner it deems appropriate. If the seat of arbitration is in Cyprus, the ICAL will govern some aspects of the arbitration, such as the appointment of arbitrators if this is not already agreed upon by the parties, the replacement of arbitrators, when the arbitration is considered to have been initiated, and other matters.

In relation to domestic arbitration, the First Schedule of Cap. 4 includes implied terms, which are considered part of the arbitration agreement unless the agreement explicitly provides otherwise.

6.2 In arbitration proceedings conducted in your jurisdiction, are there any particular procedural steps that are required by law?

The ICAL provides that an international commercial arbitration is initiated the day on which the respondent receives the notice of arbitration. There are also provisions for the constitution of the arbitral tribunal within certain timeframes. Other than that, there are no further specific procedural steps required by law and the parties may to a large extent determine the procedure by agreeing on the applicable rules or by drafting their own procedural road map with the help of the tribunal.

6.3 Are there any particular rules that govern the conduct of counsel from your jurisdiction in arbitral proceedings sited in your jurisdiction? If so: (i) do those same rules also govern the conduct of counsel from your jurisdiction in arbitral proceedings sited elsewhere; and (ii) do those same rules also govern the conduct of counsel from countries other than your jurisdiction in arbitral proceedings sited in your jurisdiction?

All advocates practising in Cyprus, including those from other EU Member States, are bound by the Advocates' Law, Cap. 2 and the Advocates' Code of Conduct Regulations of 2002, which set out various rules of professional conduct and ethics.

These rules also govern the conduct of Cypriot advocates in proceedings anywhere in the world.

Where counsel to arbitration are not lawyers, the relevant professional rules of conduct will apply. The arbitration laws themselves contain no specific provisions relating to the conduct of counsel.

6.4 What powers and duties does the national law of your jurisdiction impose upon arbitrators?

In international commercial arbitrations, the ICAL imposes a duty on arbitrators to remain impartial and independent throughout the arbitration proceedings. Parties must be granted equal rights and obligations as well as opportunities to present their case. Articles 14 and 15 of the ICAL provide that an arbitrator may be replaced if he becomes *de jure* or *de facto* unable to perform his functions, or in the event that he fails to act without undue delay. An important amendment introduced to the ICAL in 2024 is the addition of Part IV(A), which provides for interim measures and preliminary orders (as per Chapter IV A of UNCITRAL Model Law). Pursuant to Article 17, unless otherwise agreed by the parties, the tribunal has powers to grant interim measures, and pursuant to Article 17B, unless otherwise agreed by the parties, a party may also, without notice to any other party, make a request for an interim measure together with an application for a preliminary order directing a party not to frustrate the purpose of the interim measure requested, and the tribunal has powers to grant such preliminary orders if the requirements set out by the ICAL are met. An interim measure issued by the tribunal is recognised as binding and is enforced upon application to the competent court, irrespective of the country in which it was issued (Article 17H of the ICAL). Article 26 also gives the arbitrators powers to call experts to provide evidence relating to the dispute, and Article 31 sets outs certain legal requirements as to the form and substance of the arbitral award.

Similarly, in domestic arbitration, arbitrators have a duty to conduct the arbitration and issue the award with impartiality, due diligence and expedition. Cap. 4 gives powers to the arbitrators to administer oaths, appoint expert witnesses, request the production of documents for inspection, apply to the court to resolve any legal issues that may arise during the arbitration, and correct errors made in the wording of the arbitral award.

6.5 Are there rules restricting the appearance of lawyers from other jurisdictions in legal matters in your jurisdiction and, if so, is it clear that such restrictions do not apply to arbitration proceedings sited in your jurisdiction?

The Advocates Law, Cap. 2, allows EU nationals who meet the requirements stated therein to offer their services within the Republic of Cyprus with the same rights and duties as a Cypriot lawyer. No persons other than those licensed to practise in Cyprus may provide legal services, including legal advice, to any person. There is no specific restriction mentioned in the law requiring counsel in arbitrations to be Cypriot lawyers, but the Advocates Law requires that legal advice in Cyprus may only be given by licensed Cypriot lawyers. This may be interpreted as limiting the ability of foreign lawyers to participate in arbitration proceedings as counsel, but in the absence of a clear prohibition and/or case law on this matter, we would not rule out the possibility of foreign lawyers participating in arbitrations in Cyprus.

6.6 To what extent are there laws or rules in your jurisdiction providing for arbitrator immunity?

There are no laws or rules that provide for arbitrator immunity other than general legal principles covering quasi-judicial proceedings.

6.7 Do the national courts have jurisdiction to deal with procedural issues arising during an arbitration?

In international commercial arbitrations, procedural matters

are determined by the procedural rules chosen by the parties. The courts may only intervene in situations expressly provided for in the ICAL (e.g. for the replacement of an arbitrator, assistance in taking evidence, etc.).

For domestic arbitration, Cap. 4 provides for certain circumstances in which the courts have jurisdiction to deal with procedural issues, as set out in question 7.2 below.

7 Preliminary Relief and Interim Measures

7.1 Is an arbitral tribunal in your jurisdiction permitted to award preliminary or interim relief? If so, what types of relief? Must an arbitral tribunal seek the assistance of a court to do so?

With the ICAL Amendment, the provisions included in Chapter IV A of the UNCITRAL Model Law on interim measures and preliminary orders have been incorporated in the ICAL. Specifically:

- Article 17 of the ICAL provides that unless the parties agreed otherwise, the tribunal may, at the request of a party, grant interim measures. An interim measure is any temporary measure, whether in the form of an award or in another form, by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party to: (a) maintain or restore the *status quo* pending determination of the dispute; (b) take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself; (c) provide a means of preserving assets out of which a subsequent award may be satisfied; or (d) preserve evidence that may be relevant and material to the resolution of the dispute. The provisions of this Article shall apply *mutatis mutandis* in the event that the arbitration procedure, as determined by the parties, provides for the appointment of an interim arbitrator to resolve an urgent dispute.
- Article 17A lays down the conditions for the issuance of interim measures.
- Article 17B allows a party, unless otherwise agreed by the parties, without notice to any other party, to make a request for an interim measure together with an application for a preliminary order directing a party not to frustrate the purpose of the interim measure requested.
- Article 17C provides for the specific regime for preliminary orders.
- Article 17D provides for modification, suspension and termination of interim measures or preliminary orders.
- Article 17E covers the provision of security.
- Article 17F provides that the arbitral tribunal may require any party to disclose promptly any serious change in the circumstances on the basis of which the measure was requested or granted and that a party applying for a preliminary order must disclose to the arbitral tribunal all circumstances that are likely to be relevant, and such obligation continues until the party against whom the order has been requested has had an opportunity to present its case.
- Article 17G covers costs and damages.
- Article 17H covers recognition and enforcement of interim measures. Specifically, an interim measure issued by an arbitral tribunal shall be recognised as binding and, unless otherwise provided by the arbitral tribunal, enforced upon application to the competent court, irrespective of the country in which it was issued, subject to the provisions of Article 17 I and in accordance with the provisions of the Ratification Law 84/1979 by which the NYC was adopted in Cyprus. This requirement was added by the Cypriot legislature and was not included in the UNCITRAL Model Law. Surprisingly, it creates a further obligation to abide by the provisions of the NYC.
- Article 17I covers the grounds for refusing recognition or enforcement.

7.2 Is a court entitled to grant preliminary or interim relief in proceedings subject to arbitration? In what circumstances? Can a party's request to a court for relief have any effect on the jurisdiction of the arbitration tribunal?

According to section 9 of the ICAL, the court is empowered to issue protective measures in aid of Cypriot or foreign arbitration proceedings, either before the initiation of arbitration proceedings or while arbitration proceedings are pending. The aim of such measures is mostly to protect the subject matter of the arbitration, but interim orders may also be issued in order to safeguard the possibility of execution of the arbitral award when this is issued (e.g. via Mareva injunctions). Section 3 explicitly states that section 9 of the ICAL also applies to foreign-seated arbitrations. Further, section 17J of the ICAL now provides that a court shall have the same power of issuing an interim measure in relation to arbitration proceedings, irrespective of whether their place is in the territory of this State, as it has in relation to proceedings in courts and the court shall exercise such power in accordance with its own jurisdiction and competence, taking into account the specific features of international arbitration.

In addition, Article 35 of the Recast Brussels Regulation (Regulation (EU) 1215/2012) provides a legal basis for the issuance of interim measures in support of arbitration proceedings in specific circumstances.

As far as domestic arbitration is concerned, whilst arbitration proceedings are pending, the court can grant different kinds of preliminary or interim relief in relation to the following:

- security for costs;
- discovery of documents and interrogatories;
- taking and preserving of evidence;
- securing the amount of the dispute;
- maintenance, storage or sale of any goods that are the subject matter of the arbitration;
- other forms of interim relief or appointment of a receiver; and
- detention, preservation or inspection of any property or thing that is the subject matter of the arbitration.

7.3 In practice, what is the approach of the national courts to requests for interim relief by parties to arbitration agreements?

The courts will issue interim relief in aid of arbitration proceedings if the remaining requirements provided by the applicable national laws, regarding the granting of interim relief, are satisfied. These include the demonstration of a serious question to be tried, probability of success, and that without the order being granted, there is a real possibility that it will be difficult or impossible to do justice at a later stage.

7.4 Under what circumstances will a national court of your jurisdiction issue an anti-suit injunction in aid of an arbitration?

A national court, following EU case law, cannot issue an anti-suit injunction restraining court proceedings commenced in another EU Member State, but could issue such an injunction regarding proceedings commenced in a non-Member State. Cypriot courts may stay proceedings before them in favour of arbitration, but will leave other courts of Member States to deal with an action before the latter.

7.5 Does the law of your jurisdiction allow for the national court and/or arbitral tribunal to order security for costs?

In domestic arbitration, the court has the power to order security for costs. The law does not specifically provide for such a power regarding the tribunal, but it has been considered part of the overall management powers of the same. In the absence of an agreement of the parties giving such power, a tribunal is generally reluctant to order security for costs.

7.6 What is the approach of national courts to the enforcement of preliminary relief and interim measures ordered by arbitral tribunals in your jurisdiction and in other jurisdictions?

As explained under question 7.1 above, with the ICAL Amendment, interim measures issued by the tribunal may now be recognised and enforced irrespective of the country in which they were issued. These amendments are very recent and the provisions have not yet been tested by Cyprus courts.

8 Evidentiary Matters

8.1 What rules of evidence (if any) apply to arbitral proceedings in your jurisdiction?

In relation to international arbitration, the ICAL does not specify any rules of evidence other than in Article 19(2), which provides that, in the absence of an express agreement of the parties, the tribunal is free to determine the admissibility, relevance, materiality and weight of any evidence brought before it. The parties may opt to adopt other rules on evidence, such as the International Bar Association ("**IBA**") Rules on Evidence, in order to have clarity on the procedure to be followed.

Similarly, Cap. 4 does not specify any rules of evidence that apply to domestic arbitral proceedings. Nevertheless, the general rules of evidence that govern court proceedings provide guidance to the tribunal, unless otherwise agreed by the parties.

8.2 What powers does an arbitral tribunal have to order disclosure/discovery and to require the attendance of witnesses?

The arbitral tribunal may order the disclosure of any documents deemed to be relevant to the subject matter of the dispute between the parties.

In the absence of an agreement between the parties, pursuant to section 26 of the ICAL, the arbitral tribunal can appoint one or more experts to report to it on specific issues put to them by the arbitral tribunal. In addition, the tribunal can require that a party give the expert any relevant information, or produce or provide access to any relevant documents, goods or other property for inspection.

In domestic arbitration, among the provisions implied in the agreement to arbitrate in the absence of a contrary agreement of the parties, as set out in Schedule A of the law, there is an obligation to produce all relevant documents that can form the basis of a request for production of the same through a direction of the tribunal.

8.3 Under what circumstances, if any, can a national court assist arbitral proceedings by ordering disclosure/discovery or requiring the attendance of witnesses?

In addition to what is referred to in question 8.2 above in relation to international commercial arbitration, section 27 of the ICAL provides that the arbitral tribunal, or a party with the approval of the tribunal, may request the court's assistance in taking evidence. The court may execute the request within its competence and according to the rules governing the production of evidence.

Also, as described above, in domestic arbitration, section 17 of Cap. 4 provides that any party to the arbitration agreement may apply to the court requesting the issue of witness summons requiring third parties to appear for examination, or requiring the production of any documents they would normally be compelled to produce for the purposes of a trial in a civil action.

Under Part 44.13 of the new CPR, a party to arbitration proceedings in Cyprus who wishes to rely upon Articles 17 of Cap.4 or 27 of the ICAL may apply to the court for the issuance of a witness summons in the same manner as in court proceedings. The applicant must show that the application is filed with the arbitral tribunal's leave or with the agreement of all parties.

8.4 What, if any, laws, regulations or professional rules apply to the production of written and/or oral witness testimony? For example, must witnesses be sworn in before the tribunal and is cross-examination allowed?

The ICAL gives freedom to the parties to agree on the rules as to the production of evidence and the conduct of the hearings within the framework of the arbitration. Hearings may be either oral or document-based. In the absence of the parties' agreement as to the conduct of the hearing or the production of evidence, the tribunal is free to decide on these matters as it sees fit.

Pursuant to the provisions of Cap. 4 (section 16(a)), an arbitrator in domestic arbitration has the power to administer oaths or to take the affirmation of parties and witnesses of the arbitration proceedings.

Cross-examination is permitted as in the ordinary course of civil court proceedings.

8.5 What is the scope of the privilege rules under the law of your jurisdiction? For example, do all communications with outside counsel and/or in-house counsel attract privilege? In what circumstances is privilege deemed to have been waived?

All communications between professional legal advisers and

their clients relating to the dispute are covered by professional privilege, and may not be used as evidence within the framework of litigation or arbitration proceedings, unless such privilege has been expressly or impliedly waived.

Moreover, communications between an advocate and a third person are also privileged if they are conducted for the purposes of pending or anticipated litigation or arbitration proceedings.

Such privilege is only waived with the consent of the client or by implied waiver or in certain circumstances where the advocate-client relationship aims to commit an illegal act or offence, or where the provisions of the Prevention of Money-Laundering Activities Law 61(1)/1996 apply.

9 Making an Award

9.1 What, if any, are the legal requirements of an arbitral award? For example, is there any requirement under the law of your jurisdiction that the award contains reasons or that the arbitrators sign every page?

According to section 31 of the ICAL, the arbitral award should be in writing, signed by the tribunal, contain the reasons behind it – unless the parties have agreed otherwise – and mention the seat of arbitration and the date of issue. Where the arbitral award is issued by multiple appointed arbitrators, it is sufficient for the award to be signed by the majority of arbitrators, provided that this omission is justified in the award.

There are no specific time limits on delivery of an award, either in international commercial arbitration or in domestic arbitration, but Cap. 4 provides that an arbitrator must use all reasonable dispatch in entering into and proceeding with the reference and making an award.

9.2 What powers (if any) do arbitral tribunals have to clarify, correct or amend an arbitral award?

Pursuant to section 16(b) of Cap. 4, unless the parties have agreed otherwise, the arbitrator has the power to correct any typing mistake or error in the arbitral award that was the result of an oversight or omission.

Pursuant to section 33 of the ICAL, any of the parties with a relevant application, within 30 days of the notification of the arbitral award to the parties or within another agreed deadline, can: (a) call the tribunal to proceed to the correction of errors of calculation, typing errors or other errors of similar nature; or (b) if there is a relevant agreement of the parties, call the tribunal to interpret or clarify the interpretation of a particular point or part of the arbitral award. If the tribunal deems the application justified, it will proceed to the relevant correction or interpretation within 30 days from the notification of the application. The interpretation will form an integral part of the award. The tribunal can also proceed by its own volition to the amendment of the mistakes mentioned in (a) above.

Also, upon an application by a party made within 30 days of the notification of the award and if the tribunal deems such an application justified, the tribunal may issue a supplementary award regarding the claims submitted to arbitration (section 33(4) of the ICAL).

10 Challenge of an Award

10.1 On what bases, if any, are parties entitled to challenge an arbitral award made in your jurisdiction?

Regarding domestic arbitrations governed by Cap. 4, the parties are entitled to appeal against the arbitral award to the District Courts of Cyprus if the arbitrator or the umpire has misconducted himself, the proceedings or the arbitration process, or where the award was improperly issued (section 20). The latter ground is very wide, and includes matters of jurisdiction and whatever else would render an award invalid or unenforceable.

In international commercial arbitrations governed by the ICAL, a party may appeal against the arbitral award on the following grounds, as set out in section 34(2):

(a) when one of the parties to the arbitration agreement was deprived of contractual capacity; or the arbitration agreement is invalid based on the applicable law that the parties chose or in the absence of a chosen applicable law, based on the laws of the Republic of Cyprus;
(b) when the party was not notified in a timely manner and on a regular basis of the appointment of the arbitrator or the arbitral proceedings, or has by any other means been deprived of his chance to present his case;
(c) when the arbitral award refers to matters irrelevant to the terms of the submission to arbitration or contains decisions beyond the scope of the arbitration – if the matters submitted to arbitration can be separated from the matters that were not submitted to the arbitration, the arbitration award can then be appealed only to the extent that relates to the matters that were not submitted to the arbitration;
(d) when the composition of the tribunal or arbitration procedure was in breach of the agreement of the parties or contradicts the provisions of the ICAL;
(e) when the subject matter of the dispute is not arbitrable under Cypriot law; and
(f) when the award is in conflict with the public policy of Cyprus.

10.2 Can parties agree to exclude any basis of challenge against an arbitral award that would otherwise apply as a matter of law?

There is not yet any relevant case law in Cyprus on this matter. The general position is that parties cannot contract out of the protection of the law, and therefore any provision that would prevent a party from challenging an award on the basis set out in question 10.1 above would probably be unenforceable.

10.3 Can parties agree to expand the scope of appeal of an arbitral award beyond the grounds available in relevant national laws?

No, the grounds set out in Cap. 4 and the ICAL are exhaustive.

10.4 What is the procedure for appealing an arbitral award in your jurisdiction?

A party wishing to challenge the arbitration award must file an application to the District Court requesting the annulment of the award. In international commercial arbitration, the

application must be filed within a period of three months from the date of notification of the award.

11 Enforcement of an Award

11.1 Has your jurisdiction signed and/or ratified the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards? Has it entered any reservations? What is the relevant national legislation?

The NYC was adopted in Cyprus by the Ratification Law 84/1979. With respect to reservations, the NYC is applied by Cypriot courts on the basis of reciprocity, in recognition and enforcement of awards issued only in the territory of another contracting state and only related to disputes arising out of legal relationships that are considered commercial under its national law.

11.2 Has your jurisdiction signed and/or ratified any regional Conventions concerning the recognition and enforcement of arbitral awards?

Cyprus has ratified the Washington Convention of 1965 regarding awards issued by the International Centre for Settlement of Investment Disputes, and has signed the Convention on Conciliation and Arbitration of the Conference on Security and Cooperation in Europe of 1992. In addition, Cyprus is party to several bilateral investment treaties ("**BITs**") dealing with protection of investors.

11.3 What is the approach of the national courts in your jurisdiction towards the recognition and enforcement of arbitration awards in practice? What steps are parties required to take?

Both Cap. 4 and the ICAL provide for the recognition and enforcement of an arbitral award. The former provides for the enforcement of the arbitral award as if it were a judicial judgment, upon a relevant application.

The ICAL sets out provisions for enforcement which resemble those found in the NYC. With the ICAL Amendment, the requirements for recognition and enforcement have been significantly relaxed in comparison to the NYC. Under the amended Article 35 of the ICAL, the party requesting the recognition and enforcement of an arbitral award must submit an application to the court accompanied only by the duly authenticated original award or a duly certified copy thereof. If the award is not in the official language of the Republic of Cyprus, the court may request that a translation is also submitted. The national courts will pay particular attention to the proper certification of the documents submitted before them and will only refuse to register an arbitral award in the specific circumstances provided in the ICAL, which again resemble the reasons for refusal of recognition found in the NYC.

These are:

- the parties to the arbitration agreement were, under the law applicable to them, under contractual incapacity, or the said agreement is not valid under the law to which the parties have subjected it or, failing such agreement, under the law of the country where the award was issued;
- the party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present their case;
- the award deals with a difference not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award containing decisions on matters submitted to arbitration may be recognised and enforced;
- the composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties or, failing such agreement, was not in accordance with the law of the country where the arbitration took place;
- the award has not yet become binding on the parties, or has been set aside or suspended by a competent authority of the country in which, or under the law of which, that award was made;
- the subject matter of the difference is not capable of settlement by arbitration under the law of the Republic of Cyprus; or
- the recognition or enforcement of the award would be contrary to the public policy of the Republic of Cyprus.

11.4 What is the effect of an arbitration award in terms of *res judicata* in your jurisdiction? Does the fact that certain issues have been finally determined by an arbitral tribunal preclude those issues from being re-heard in a national court and, if so, in what circumstances?

An arbitral award that is final and binding upon the parties will preclude the promotion of a civil claim on the same facts/dispute/claim. The fact that the arbitral award creates *res judicata* between the parties has been recognised by the Supreme Court in its judgment in the Civil Appeal No. 117/2018 *Bitonic Ltd v Bank of Moscow-Bank Joint Stock Company, former Joint Stock Commercial Bank "Bank of Moscow" (Open Joint-Stock Company)*, dated 16 March 2022.

11.5 What is the standard for refusing enforcement of an arbitral award on the grounds of public policy?

The review by the courts of the arbitral award in this respect is supervisory; although the court reviews the content of the arbitral award, such review is limited only to the ascertainment of whether the recognition or enforcement of the award is against public policy, and does not involve a review on the merits of the case. The courts' discretion to refuse enforcement on the grounds of public policy is exercised sparingly and only in clear cases.

The term "public policy" has been judicially recognised to include the fundamental governing principles that society in general recognises at the specific time and which permeate the established legal order (*Charalampides v Westacre Investments Inc* [2008] 1 (B) JSC 1217).

12 Confidentiality

12.1 Are arbitral proceedings sited in your jurisdiction confidential? In what circumstances, if any, are proceedings not protected by confidentiality? What, if any, law governs confidentiality?

Arbitration is a private method of alternative dispute resolution

on the basis of the consent of the parties. This private nature of arbitration proceedings entails an obligation on the part of the arbitrators not to reveal or disclose information with regard to the arbitral proceedings, documents or award.

The principle of confidentiality is not expressly included in the arbitration laws of Cyprus, and there is little case law on the matter.

Nevertheless, English case law on the confidentiality of arbitration proceedings constitutes persuasive authority in Cyprus. For instance, in *Dolling-Baker v Merret* [1990] 1 WLR 1205, Parker LJ mentioned that the very nature of arbitration proceedings imposes a duty on the parties not to disclose or use, for any other aim, information used, disclosed or produced in the arbitration without the agreement of the other party or pursuant to an order or leave of the court.

The obligation of confidentiality is not unconditional. The following are cases in which disclosure may be allowed:

- Where it is reasonably necessary for the protection of the parties to the arbitration (*Hassneh Insurance Co of Israel v Steuart J Mew* [1993] 2 Lloyd's Rep 243 QB).
- For the purposes of invoking the supervisory roles of the court over arbitration awards and for enforcing the award itself (*Hassneh Insurance Co of Israel v Steuart J Mew* [1993] 2 Lloyd's Rep 243 QB).
- When the public interest or the interests of justice require it (*Emmot v Michael Wilson & Partners* [2008] EWCA (Civ) 184 CA).
- If there is express or implied consent by the parties (*Emmot v Michael Wilson & Partners* [2008] EWCA (Civ) 184 CA).

Nevertheless, where a party applies for the recognition and enforcement of an arbitral award and the respondent files an objection, the case will proceed to a hearing and the judgment of a Cypriot court will be published; and, thus, the basic elements of the dispute will inevitably be disclosed to publicly available sources.

12.2 Can information disclosed in arbitral proceedings be referred to and/or relied on in subsequent proceedings?

Such information is confidential and may not be used for the purposes of other subsequent proceedings without the consent of the parties to the arbitration. However, the court in subsequent proceedings may give leave for such information to be used if deemed just and equitable in the interests of justice or for public policy reasons.

13 Remedies / Interests / Costs

13.1 Are there limits on the types of remedies (including damages) that are available in arbitration (e.g., punitive damages)?

There are no limits on the types of remedies an arbitral tribunal can award, save where the existence or dissolution of a Cypriot company or the rectification of any of its registers is involved, where a remedy would affect the registration of rights over immovable property situated in Cyprus, or where other public policy reasons dictate that the relevant remedy can only be granted by the court, such as the dissolution of marriage.

With regard to punitive damages, these are only issued under the Cypriot legal order in exceptional and very limited cases, and almost invariably not in relation to pure contractual disputes.

13.2 What, if any, interest is available, and how is the rate of interest determined?

Unless a domestic arbitral award states otherwise, the amount awarded under the award bears interest from the date of issuance of the award at the same rate as a judgment debt, which is currently fixed at 6% *per annum* as of January 2025.

The ICAL does not contain a relevant provision and the matter is one for the general discretion of the tribunal. Where Cypriot law applies, the awarding of interest is recognised as a suitable remedy to compensate for non-payment of pecuniary claims.

Greater interest may be awarded by way of damages, and the percentage thereof will depend on the existence of either a contractual provision for interest or on proof of special circumstances. Such interest may be awarded from the breach if the tribunal considers it an appropriate remedy.

13.3 Are parties entitled to recover fees and/or costs and, if so, on what basis? What is the general practice with regard to shifting fees and costs between the parties?

The ICAL does not include a relevant provision on recovering legal costs, and the matter is one of general discretion. As a general rule, pursuant to Cypriot law, costs are awarded in favour of the winning party.

According to Cap. 4, the payment of the costs will be decided by the arbitral tribunal. If a relevant provision is included in the arbitration agreement, such a provision is void. The cost of the arbitration is at the discretion of the arbitral tribunal or the umpire (section 23).

13.4 Is an award subject to tax? If so, in what circumstances and on what basis?

Both laws are silent on this matter; however, there is no rule excluding from taxation any award that would include any taxable item. If the award is for the recovery of any amount net of tax, then once the award is recognised the amount is tax free.

13.5 Are there any restrictions on third parties, including lawyers, funding claims under the law of your jurisdiction? Are contingency fees legal under the law of your jurisdiction? Are there any "professional" funders active in the market, either for litigation or arbitration?

Third-party funding is not governed by the laws of Cyprus, and the Cypriot courts have not examined this matter extensively. Third-party funding is not common and may not be available in Cyprus from a practical perspective. The concept of public policy and the equitable principles of champerty and maintenance may constitute impediments to the availability of third-party funding. Contingency fees are generally not allowed in Cyprus on the same basis.

In *Kazakhstan Kagazy PLC a.o. v Arip a.o., General Application: 1/2020, 31/1/2022*, albeit in the context of recognition and enforcement of a foreign judgment under the relevant EU Regulation, the court examined an application to set aside an order for the recognition and enforcement on the ground that it would be contrary to the public policy of Cyprus due to the existence of a third-party funding agreement. The court held that the funding agreement did not violate the doctrine

of "maintenance and champerty" by drawing guidance from a number of other common law jurisdictions and having in mind that in Cyprus there has never been such a prohibition by law. The said decision was issued by a first-instance court and is therefore of persuasive but not binding nature. The matter has not been examined by the Supreme Court yet.

14 Investor-State Arbitrations

14.1 Has your jurisdiction signed and ratified the Washington Convention on the Settlement of Investment Disputes Between States and Nationals of Other States (1965) (otherwise known as "ICSID")?

Cyprus signed the ICSID on 9 March 1966. The ICSID was ratified on 25 November 1966 and entered into force on 25 December 1966.

14.2 How many Bilateral Investment Treaties ("BITs") or other multi-party investment treaties (such as the Energy Charter Treaty) is your jurisdiction party to?

Cyprus has signed 27 BITs, 17 of which are currently in force; one is signed but has not yet entered into force and nine have been terminated.[1] As an EU Member State, Cyprus is also party to 73 other Investment Agreements and 21 Investment Related Instruments, including the Energy Charter Treaty.

14.3 Does your jurisdiction have any noteworthy language that it uses in its investment treaties (for example, in relation to "most favoured nation" or exhaustion of local remedies provisions)? If so, what is the intended significance of that language?

No such language is used, and generally acceptable international principles and practice of interpretation apply.

14.4 What is the approach of the national courts in your jurisdiction towards the defence of state immunity regarding jurisdiction and execution?

Cypriot courts have recognised the defence of state immunity, but have clarified that it does not extend to the actions of foreign states which are of a financial and commercial nature that could also be conducted by a natural person (*acta jure gestionis*). In this respect, national courts will generally recognise and enforce arbitral awards issued against another state.

15 General

15.1 Are there noteworthy trends or current issues affecting the use of arbitration in your jurisdiction (such as pending or proposed legislation)? Are there any trends regarding the types of dispute commonly being referred to arbitration?

There is currently an effort being made for arbitration to be used more frequently in the resolution of disputes instead of courts, in order to save time. Seminars and conferences are taking place in order to educate professionals on the benefits of arbitration in contrast to the traditional route of litigation proceedings, such as Cyprus Arbitration Day, which was first organised in 2023. Its third edition took place this year in May 2025. The most common types of disputes referred to arbitration relate to shareholder and joint venture disputes, construction and banking.

The new CPR of Cyprus, which entered into force in September 2023, have been drafted in the context of two projects funded by the EU with the support of the Council of Europe and cover, among others, alternative dispute resolution, which includes arbitration. Section 44 of the new CPR provides procedural rules that apply to claims referred to arbitration both under the ICAL and under Cap. 4.

A draft bill for the adoption of a new arbitration law has been prepared by the Ministry of Justice with the aim to further modernise the legal framework concerning both domestic and international arbitrations. It is intended to replace both the ICAL and the Cap. 4 laws once adopted.

15.2 What, if any, recent steps have institutions in your jurisdiction taken to address current issues in arbitration (such as time and costs)?

There are a few alternative dispute resolution centres in Cyprus, including the Cyprus Arbitration and Mediation Centre ("**CAMC**"), the Cyprus Eurasia Dispute Resolution and Arbitration Centre ("**CEDRAC**"), and the Cyprus Center for Alternative Dispute Resolution. However, the use of such centres is currently limited. Matters of time and costs are dealt with by the rules of each institution. For example, the CEDRAC Arbitration Rules provide for an expedited procedure if the parties so agree, or where the aggregate amount of the claim and the counterclaim do not exceed EUR 10,000. Such expedited procedure is achieved via, *inter alia*, having only one hearing date for the examination of witnesses and oral arguments, imposing a time limit for the issue of the award, and issuing the award with the reasons in summary form. Similarly, the Chartered Institute of Arbitrators Rules ("**CIArb**") provide for an expedited procedure along similar lines.

15.3 What is the approach of the national courts in your jurisdiction towards the conduct of remote or virtual arbitration hearings as an effective substitute to in-person arbitration hearings? How (if at all) has that approach evolved since the onset of the COVID-19 pandemic?

This matter has not yet been examined by the Cypriot courts, although we do not expect there to be much scrutiny from them on the way arbitral proceedings were conducted during the onset of the pandemic, as long as the principles of fairness, equality and due process have been followed. In general, and under most arbitration rules and applicable laws (such as the ICAL), the arbitrators are free to conduct proceedings in a way they consider fit and proper; this would invariably include remote or virtual hearings, which played a prominent role in concluding such proceedings during the pandemic.

Endnote

1 https://investmentpolicy.unctad.org/international-investment-agreements/countries/54/cyprus

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Patrikios Legal is a multi-award-winning, leading law firm based in Cyprus. With more than 60 years of experience in the local and international legal market, the firm has developed distinguished expertise in dispute resolution and Alternative Dispute Resulution ("**ADR**"), and has a renowned legal consulting department. The dispute resolution practice, the largest and most experienced department of the firm, handles a wide range of claims and disputes both locally and internationally, with a focus on corporate and commercial disputes, fraud and conspiracy claims, injunctive relief, registration and enforcement of foreign judgments and arbitral awards, as well as insolvency proceedings. Additionally, the team handles general civil, banking and criminal litigation, as well as administrative recourses to the Administrative Court of Cyprus.

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