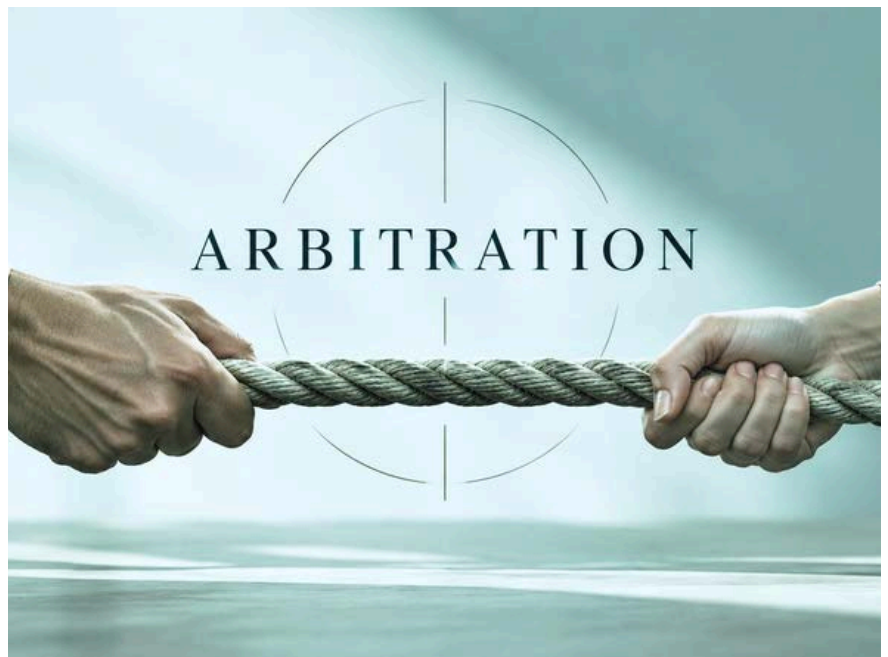


THE ALTERNATIVE DISPUTE RESOLUTION CODE:

*A New Era for Arbitration in
Greece*

FEATURED PRACTICE AREA:

Arbitration



INTRODUCTION

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On 16 October 2026, Law 5344/2026 (GG' A' 168/2026) on “*Alternative Dispute Resolution Code and other provisions*” (“**Alternative Dispute Resolution Code**” or “**ADR Code**”) was published. The ADR Code sets a **new benchmark** at EU level, as the first unified code ever to regulate arbitration, mediation and judicial mediation within a single, coherent legislative instrument.

Its purpose is to establish a unified framework for ADR mechanisms, protecting parties' interests, reducing court caseload and improving the administration of justice.



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THE 12 KEY AMENDMENTS SHAPING THE NEW ARBITRATION LANDSCAPE

This newsletter will focus exclusively on the most notable changes brought about by the ADR Code to the arbitration landscape in Greece.

1. Abolishment of the Dual Arbitration Regime:

The ADR Code establishes a **single, unified regime for all arbitrations seated in Greece**, by abolishing not only the provisions of the Greek Code of Civil Procedure (“GCCP”), relating to domestic arbitration, but also the short-lived Law 5016/2023 on international commercial arbitration. That said, the ADR Code builds upon the core provisions of Law 5016/2023.

2. Setting the General Principles:

The ADR Code introduces **general principles common to all ADR mechanisms**: good faith participation and avoidance of guerrilla tactics, arbitrator independence, impartiality, neutrality and disclosure duties, and the parties’ rights to equal treatment and to efficient, cost-effective proceedings.

3. Altering the Scope of Arbitrable Disputes:

Reverting to the pre-2023 standard, only **private Law disputes over which the parties have the power to dispose of the subject matter** may be submitted to arbitration, departing from Law’s 5016/2023 presumption of arbitrability. Consumer and employment disputes may now be submitted to arbitration only pursuant to an agreement concluded after the dispute has arisen.

4. Substantive Validity of Arbitration Agreements:

Under the ADR Code, an arbitration agreement is valid if it is considered as such under the law chosen by the parties to govern it. The Law of the seat and the Law governing the merits apply only, where no such choice has been made, unlike Law 5016/2023, which treated all three Laws as equal bases for the validity of the arbitration clause.

5. New impediments to arbitrator appointments:

Sitting judges and public prosecutors may no longer be appointed as arbitrators, although retired members of the judiciary remain eligible; agreements concluded before the entry into force of the ADR Code naming a sitting judge remain valid. Further, a person who has previously conducted or participated in any form of dispute resolution proceedings between the same parties concerning the same subject matter may not subsequently act as arbitrator in that dispute.

6. Interim Relief & Security for Costs:

Largely unchanged from Article 25 of Law 5016/2023, the regime now expressly extends to **interim relief ordered by an emergency arbitrator**, a practice already standard under the rules of most arbitral institutions. The ADR Code also **departs from the GCCP framework**, which did not permit the granting of interim relief by arbitral tribunals. Separately, a tribunal may order **security for the costs of the arbitration** where there is a material risk that a future costs award would go unsatisfied and the measure is necessary and proportionate. Security may take the form of a bank guarantee, a cash deposit, a corporate guarantee, or any other form the tribunal considers appropriate.

7. Preliminary Questions to the CJEU:

Arguably in response to the Council of State's Decisions No. 246-253/2022, **arbitral tribunals are expressly allowed to request that the Civil Supreme Court refer a question to the CJEU for a preliminary ruling** where EU public policy provisions may affect the validity of the forthcoming award in potential annulment proceedings.

8. Changes to the Set-Aside Regime:

The framework governing set-aside applications heavily builds on Article 43 of Law 5016/2023 with the following important amendments:

- **Grounds for annulment amended:** The non-conclusion of the arbitration agreement is now expressly included amongst set aside grounds. The revision grounds under Articles 544(6) and 544(10) GCCP no longer constitute grounds for setting aside an award.
- **Competent Court:** The Civil Supreme Court is now the competent Court to hear set-aside applications.
- **Challengeable awards:** In principle, only final awards may be challenged by a set-aside application; interim or partial awards may not be, save for limited exceptions.
- **Waiver of the right to set aside:** Unlike Law 5016/2023, which allowed a pre-award waiver, the ADR Code permits waiver only by express written agreement concluded at the post-award stage.
- **Service of the award:** The ADR Code maintains service of the award as the trigger for the three-month set-aside deadline, consistently with Law 5016/2023.

9. Arbitrator's Fees:

In absence of an agreement, the arbitrator's fees shall be no lower than the minimum fees set out in the **ICC Arbitration Rules' schedule of fees**.

10. Second-Instance Arbitral Tribunal:

Building on the relevant provisions of the GCCP, the arbitration agreement or a special statute may now provide for recourse against a final award before a **second-instance arbitral tribunal**.

11. Third Party Funding:

Parties using third-party funding must disclose details relevant for the assessment of the arbitrators' impartiality and independence; funders are treated as having a material economic interest in the outcome of the arbitration for conflict-of-interest purposes, and tribunals may order disclosure of the funding agreement to investigate conflicts.

12. Amendments to the Public Procurement Framework:

The Public Procurement Act (Law 4412/2016) is amended to significantly lower the thresholds for including an arbitration clause in public contracts, from €10.000.000 to €1.000.000 for public works, and from €1.000.000 to €100.000 for studies and related technical and scientific services.

Temporal Scope of the ADR Code

The part of the ADR Code which regulates arbitration enters into force on 1 January 2027.

Arbitrations already commenced and set aside applications already filed prior to the entry-into-force of the ADR Code continue to be governed by the previous regimes.

The full text of the new Alternative Dispute Resolution Code is available [here](#).

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For any questions regarding the ADR Code and its practical implications, feel free to contact us



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