PANORAMIC

DISPUTE RESOLUTION

Greece



LEXOLOGY

Dispute Resolution

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LITIGATION

Court system

What is the structure of the civil court system?

In the first instance, Greek courts are subdivided into single-member and multi-member first instance courts. Though there are a lot of exceptions, depending on the nature and subject matter of the dispute, the general rule is that in ordinary civil proceedings single-member first instance courts are competent for monetary disputes up to €250,000.

By way of exception, single-member first instance courts are also competent for a number of disputes under ordinary or special (expeditious) proceedings based exclusively on their nature and subject matter, that is even if their value exceeds €250,000, in which case it would normally fall within the competence of multi-member first instance courts; such disputes consist, among others, in (1) lease disputes, (2) employment disputes, (3) disputes over the fees of freelance professionals, (4) disputes from car accidents, (5) disputes between apartment owners and/or building managers, (6) disputes from transport contracts as well as (7) family and matrimonial disputes. Payment orders or orders for surrender of the use of a leasehold are also issued by single-member first instance courts.

Multi-member first instance courts are competent for all disputes for which the single-member first instance courts are not competent.

For interim measures and uncontested ('voluntary') proceedings, as a rule, single-member first instance courts will have competence.

In the second instance, multi-member first instance courts have competence over appeals against the decisions of single-member first instance courts when the value of the dispute does not exceed €30,000, or for lease disputes, when the agreed monthly rent does not exceed €800; the single-member courts of appeal are competent for appeals against the decisions of single-member first instance courts, for which the multi-member first instance courts are not competent; and three-member courts of appeal are competent for hearing appeals against the decisions of multi-member first instance courts.

Finally, the Supreme Court (Areios Pagos) is competent for appeals in cassation (on points of law) against decisions of any civil court.

There are no specialist commercial or financial courts, but there are special commercial sections (for intellectual property and trademark disputes) in the ordinary procedure of the first instance and appeal courts, while special naval sections (in charge of naval disputes) have been established in the First Instance and Appeal Courts of Piraeus. According to article 13 of Law 4529/2018, another special commercial section is established to hear actions for damages under national law for infringements of the competition law provisions of EU member states.

Law stated - 22 May 2025

Judges and juries

What is the role of the judge and the jury in civil proceedings?

A Greek court, consisting of one or more judges, as the case may be, will act only at the request of a party and decide on the basis of the factual allegations raised and proven by the parties and their motions, unless otherwise provided by law. The court will also order, even ex officio, the evidence process by any applicable means of evidence that the law permits, even if these were not invoked by the parties. Any procedural acts are done at the initiative of the parties, unless otherwise provided by law. The court is obliged to encourage at any point of the trial and under any procedure the settlement of the dispute and the selection of mediation as an alternative dispute resolution (ADR) method, and to support any relevant initiatives of the parties and to formulate settlement proposals taking into account the factual and legal situation of each case. The judge will:

- conduct the hearing;
- give permission to the parties to speak;
- examine the parties, their legal representatives, witnesses and expert witnesses;
- seek clarifications by the parties on any allegations that are vague or incomplete;
- order at the request of any of the parties or ex officio anything that can contribute to the determination of the dispute, including ordering the parties themselves to be present and to answer questions or provide clarifications;
- declare if and when the hearing has been concluded; and
- issue the decision in due course.

In the voluntary procedure, the inquisitorial system applies and the court may order ex officio any measure suitable for ascertaining the facts, even if not raised by the parties, and especially facts that contribute to the protection of the interested parties, their relationship or the greater public interest.

There is no jury in Greek civil proceedings.

Law stated - 22 May 2025

Limitation issues

What are the time limits for bringing civil claims?

Unless otherwise provided by Greek law, the standard limitation period for bringing civil claims is 20 years. However, a shorter limitation period of five years is provided for certain categories of claims, including:

- the claims of merchants and manufacturers for the sale of goods, the execution of works, taking care of the affairs of others and their expenses;
- the claims of farmers, fishermen and others for the sale of the products of their profession;
- the claims of transporters of people or goods for freight and their expenses;
- the claims of hotel, B&B and other owners for the provision of lodging, food and other services, as well as their expenses;
- the claims of those that do not belong in the above categories but take care of the affairs of others or provide services by profession for their fees and expenses;

- the claims of servants and workers for the payment of their wages and expenses;
- the claims of teachers for their fees and costs;
- the claims of institutions for the provision of teaching, fostering, hospitalisation and caretaking, for the provision of their services and their costs;
- the claims of those that take care, foster and raise people, for their services provided and their costs;
- the claims of doctors, nurses, lawyers, notaries, court bailiffs and persons appointed to conduct the affairs of others, for their fees and expenses;
- the claims of the litigants for any prepayments made to their lawyers;
- the claims of factual and expert witnesses for their fees and expenses;
- interest and dividends;
- any rents;
- all kinds of wages, late amount due, pensions, alimonies or payment made periodically; and
- the claims of persons to whom work is provided for their prepayments made against future claims.

Any limitation period is interrupted if the debtor recognises the claim in any way and if an action is filed before the Greek courts. The parties cannot agree to disapply the statute of limitation or to set a longer or shorter limitation period or to make the terms of the statute of limitation harsher or lighter. However, it is possible to waive the right to invoke the statute of limitations after that time has lapsed.

Owing to the covid-19 pandemic, by law, all limitation periods were suspended from 13 March 2020 to 31 May 2020 as well as from 7 November 2020 to 5 April 2021.

Law stated - 22 May 2025

Pre-action behaviour

Are there any pre-action considerations the parties should take into account?

By means of articles 3, 6 and 7 of Law 4640/2019 published on 29 November 2019, as amended and in force, before making a submission to a court, authorised attorneys must notify their clients in writing of the possibility to resolve a dispute, in whole or in part, via mediation. This obligation applies to any civil and commercial disputes of a national or cross-border nature, existing or future, which are at the parties' disposal. In addition, for disputes falling under the mandatory scheme, authorised attorneys must notify their clients in writing of their obligation to attend a mandatory initial mediation session. Those attorneys' informative notes must be attached to the civil action and submitted to the court. If the attorneys' informative notes are not submitted to the court at the time of filing of the civil action, they must be produced by the time of submission of the claimant's written pleadings and no later than the hearing. The mediation minutes drafted by the mediator must also be produced by the time of submission of the pleadings. If the claimant does not meet

either of the aforementioned obligations, the hearing of the case is declared by the court as inadmissible.

As regards the steps available to a party to assist in bringing an action, although pre-action exchange of documents is not provided in Greek law, a party can request the production of documents either during the pending trial proceedings or even before, by means of a separate legal action or an application for interim measures in urgent cases, provided that the party making this request pre-action has a legal interest to be informed of the content of a document in the possession of another, that is, if the document was drafted in the interest of the party requesting it or certifies a legal relationship that relates to him or her or relates to negotiations for that legal relationship entered into by the applicant or a third party intervening for the latter.

Law stated - 22 May 2025

Starting proceedings

How are civil proceedings commenced? How and when are the parties to the proceedings notified of their commencement? Do the courts have the capacity to handle their caseload? Do the courts charge a fee for starting proceedings or issuing a claim?

Proceedings are commenced when the writ of action is submitted before the court secretariat where it is addressed or is submitted electronically and a copy thereof is served on the defendant.

Greek courts have a long history of issues with handling the caseload in a timely manner and, in spite of a number of reforms and initiatives attempted, those issues remain to a great extent. The last major reform was through Law 4335/2015, effective as of 1 January 2016, which has undergone various amendments, the last of which were effective as of 1 January 2022, and which provided, inter alia, for the abolition of witness examination during the hearings, as this was thought to cause delays, and for new, shorter timetables.

The initiation of proceedings before a Greek court involves two types of fees:

- A judicial duty payable to the state for the provision of legal redress. Judicial duty amounts to 8 per cent of the value of the disputed subject matter (which, subject to legal surcharges, amounts to a total of 11.0304 per cent). It is required for the filing of actions for performance as well as actions for declaratory relief that fall under the jurisdiction of the multi-member court of first instance and must be paid no later than the hearing of the action in the first instance. Failure to pay the judicial duty results in a judgment by default against the plaintiff and the dismissal of the action on its merits.
- A pre-collection fee of the legal representative's contributions to the bar association of which they are member. This is a fixed fee payable for every procedural act or representation by a lawyer, including the filing of any kind of legal remedy.

Law stated - 22 May 2025

Timetable

What is the typical procedure and timetable for a civil claim?

A claim that is heard under ordinary proceedings must be served to the defendant within 30 days or, if the defendant resides abroad or is of unknown address, within 60 days. Written pleadings, together with any supporting documentation, powers of attorney, affidavits, exhibits, etc, drafted in Greek or together with their (full or partial, as the case may be) legal translation in Greek, must be filed by the parties within 90 days, or, if the defendant resides abroad or is of unknown address, within 120 days of the above deadline of the claim's service to the defendant. Additional pleadings and rebuttals can be filed 15 days after the filing of the pleadings, together with any additional documentation. Both the filing of pleadings and rebuttals must take place no later than 12pm on the last day of the above-mentioned deadlines. Subsequent to the above deadlines, allegations or allegations evidenced via documents or judicial confession may be filed through additional pleadings 20 days prior to the hearing at the latest. The rebuttal to the above additional pleadings must be filed 10 days prior to the set hearing at the latest. Interventions (joinders), summonses to the trial, announcements of the trial or counteractions are filed and served on all parties within 60 days, or, if the defendant or any of his or her joinders reside abroad or are of unknown address, within 90 days of the filing of the claim. Interventions made after a summons to the trial, or an announcement of the trial, must be filed and served on all parties within 90 days, or, if the defendant or any of his or her joinders reside abroad or are of unknown address, within 120 days of the filing of the claim. Within 15 days of the closing of the case file, the judge (or in the case of a multi-member court, the panel of the court and its judge rapporteur) must be appointed and the hearing date must be set no later than 30 days after the above deadline, or if this is not possible because of the caseload of the court, at a later date, as necessary. This 30-day deadline for setting the hearing date is in practice not met by most Greek courts because of their caseload, and delays, ranging from a couple of months to up to one year in some cases, have unfortunately become the norm. The courts' decisions are in writing and are issued after the hearings, usually between three to eight months thereafter.

Law stated - 22 May 2025

Challenging the court's jurisdiction

Can the parties challenge the court's jurisdiction? If so, how can parties do this? Can parties apply for anti-suit orders and, if so, in what circumstances?

The court's lack of jurisdiction may be invoked by the parties only by means of an objection in their pleadings or at the hearing, depending on the nature of the proceedings. An objection for lack of jurisdiction may be raised at any step of the proceedings and, if upheld by the court, may lead to the dismissal of the action as inadmissible.

In addition, Greek civil courts also investigate both their domestic and international jurisdiction ex officio. The lack of international jurisdiction in particular, is only investigated ex officio in cases where the defendant is not present at the hearing or there can be no tacit derogation of jurisdiction.

The above does not apply in cases where Greek courts lack jurisdiction due to a dispute having been submitted to arbitration. In these cases, the lack of jurisdiction is not taken ex

officio into account by the court but has to be argued by objection at the first hearing of the case otherwise such objection becomes inadmissible. Where the court holds itself to be without jurisdiction due to the dispute being subject to arbitration, it refers the case to the arbitral tribunal without dismissing the action.

Finally, in Greek procedural law, there is no equivalent institution to that of "anti-suit orders".

Law stated - 22 May 2025

Case management

Can the parties control the procedure and the timetable? Can they extend time limits?

The parties can extend the timetable of the procedure, that is, the relevant deadlines set by law or by the court, if the parties agree to that and only if the court also agrees, or if the court so decides absent any agreement of the parties, taking into account the circumstances of each case. Extending deadlines for judicial remedies is not possible.

In addition, at the request of one of the parties, the judge or the court, as the case may be, may also decide to shorten the legal deadlines if there are serious reasons and the deadline is not one for filing an appeal. The parties can also agree to shorten the legal or court deadlines.

As regards the hearing date in particular, any party may submit a written preference request for the scheduling of a different hearing date from the one that is to be or has already been set for an action, application or remedy. The application states the reasons for the request and the competent judge decides on the preference by means of a reasoned act.

Postponement of the hearing to a later date is in principle not possible in ordinary proceedings but may be granted once in special proceedings and voluntary jurisdiction, at the request of any of the parties provided there is good cause. In practice, the parties often circumvent this rule by not appearing at the hearing, thus leading to its cancellation. For a new hearing date to be set, a writ of summons is filed by the most diligent of the parties.

Law stated - 22 May 2025

Evidence – documents

Is there a duty to preserve documents and other evidence pending trial? Must parties share relevant documents (including those unhelpful to their case)?

There is no specific duty under Greek procedural rules to preserve documents and other evidence pending trial. There is a general duty on the parties and their attorneys to conduct the proceedings in good faith and to set out the facts as they know them, fully and truthfully. The parties and their attorneys are also expected to contribute, with their diligent conduct of the trial and the timely raising of argumentation and submission of means of evidence, to the expedition of the trial and the speedy resolution of the dispute.

Law stated - 22 May 2025

Evidence – privilege

Are any documents privileged? Would advice from an in-house lawyer (whether local or foreign) also be privileged?

Although the notion of privilege exists in Greek law, there are no specific rules in Greek civil procedural law determining whether a document can be characterised as privileged or not. That said, it is specifically provided in the Greek Code of Civil Procedure that priests, lawyers, notaries, doctors, pharmacists, nurses, psychologists and their aides, as well as any advisers of the parties, cannot be examined, when summoned as witnesses, on the facts that were entrusted to them or they ascertained during the exercise of their profession, for which they have a confidentiality obligation, unless the party entrusting the same to them and to whom the secrecy relates allows it. Public officials and military personnel, in service or retired, cannot be examined as witnesses for facts for which they have a confidentiality obligation, unless the competent minister allows their examination. In any event, priests, lawyers, notaries, doctors, pharmacists, nurses and their aides, as well as any advisers of the parties, are entitled to refuse to be examined as witnesses on the facts that were entrusted to them. Relatives up to the third degree (unless they have the same relation to all parties), spouses (even after the dissolution of their marriage) and those engaged to be married may also refuse to testify. Lastly, any witness may refuse to testify facts that constitute professional or artistic privilege.

In view of the above, documents containing privileged information are not expected, as a matter of Greek law and practice, to be shown to the other party, and any request to the court either to examine as a witness a person covered by privilege or to force a party to produce documents that contain privileged information is not likely in the majority of cases to be accepted.

Law stated - 22 May 2025

Evidence – pretrial

Do parties exchange written evidence from witnesses and experts prior to trial?

The parties have the right to examine under oath witnesses prior to trial before notaries, lawyers or Greek consulates (if the testimony is given outside of Greece). They have a duty to summon the other party to attend, if they wish, the execution of such testimony under oath (affidavit), at least two business days before, and to include in such summons the exact date and place of execution of the affidavit to be given, the action or brief to which it refers, and the name, address and profession of the affiant. The party summoned may obtain a copy of the affidavit at any time after its execution or at the time of its submission to the court by the opponent, together with the latter's pleadings and supporting documentation.

Law stated - 22 May 2025

Evidence – trial

How is evidence presented at trial? Do witnesses and experts give oral evidence?

Evidence is presented to the court by means of each party's pleadings and additional pleadings and rebuttals, which are filed together with each party's supporting documentation. In respect of claims that were filed after 1 January 2016 that are heard in the ordinary procedure, witnesses and experts no longer provide oral testimonies, which have effectively been substituted by written testimonies under oath (affidavits) executed before notaries, lawyers or Greek consulates (if the testimony is given outside of Greece). If, after the review of the case file, it is found by the court that the oral testimony of one affiant from each side or, in the absence thereof, of one person proposed by each side, is absolutely required, then an order to repeat the hearing for the purposes of such oral testimony will be given by the court. Witnesses and experts can still give oral evidence in cases heard under special proceedings, the voluntary procedure or interim measures proceedings.

Law stated - 22 May 2025

Interim remedies

What interim remedies are available?

Interim remedies are available and include:

- the ordering of security for a monetary claim;
- the registration of a prenotation of mortgage;
- the conservatory seizure of movables, immovables, rights in rem thereon, claims and all assets of the debtor either in his or her hands or in the hands of third parties;
- the placement in judicial escrow (custody) of movables, immovables, a group of objects or of a business in the event of a dispute pertaining thereto, such as for their legal ownership or possession;
- the temporary adjudication of certain categories of claims;
- the temporary regulation of a situation via the court's order to do, omit or tolerate a certain act by the party against which the application has been filed;
- the sealing, unsealing, signing or public deposit; and
- the issuance of a European Account Preservation Order pursuant to Regulation (EU) No. 655/2014.

The above remedies are available in support of foreign proceedings provided that the local Greek courts have jurisdiction to order the interim relief sought.

Law stated - 22 May 2025

Remedies

What substantive remedies are available?

Substantive remedies include:

- compensatory damages to the injured party for any loss that he or she has suffered;
- restitution in the form of monetary recovery or recovery of property;
- specific performance obliging a party to perform its contractual obligations after a breach has been established; and
- a declaratory judgment declaring the rights or obligations of one party.

Punitive damages, however, are not available under Greek law. In the case of a monetary claim and when the debtor is late in payment, the creditor is entitled to claim the interest provided by contract or by law, without being obliged to prove any damage. In addition to interest, the creditor may also claim, unless otherwise provided by law, any other positive damage that he or she has suffered. In those cases, interest is payable on a money judgment provided that it is formally requested by the court.

Law stated - 22 May 2025

Settlement

Are there any rules governing the settlement process? Can parties keep settlement discussions confidential from the court?

The parties may attempt to settle a dispute while it is pending and up until the delivery of a final judgment, provided it is a private law dispute for which settlement is permitted under substantive law; such is the case insofar as the parties have the power to dispose of the matter in dispute.

Settlement is accomplished by means of a declaration before the court or a notarial deed or a deed of conciliation approved by the single or the presiding judge of the court before which the action or legal remedy is pending. The deed of conciliation must set out the content of the agreement and in particular the nature of the right acknowledged, the value of the performance due and any conditions under which it must be fulfilled, as well as a provision for legal costs. Once the above requirements are met, the proceedings are automatically terminated without a court judgment and the settlement may serve as an enforceable instrument.

There are no further procedural rules governing the parties' discussions in their attempt to reach a settlement.

Since the court does not intervene until after the parties have reached a settlement agreement and only upon their own initiative to grant the settlement agreement the force of res judicata, the parties' discussions are essentially confidential.

The parties may also choose to keep the content of the settlement agreement confidential by not adhering to the above formal requirements and by proceeding to an out-of-court settlement. In this case, for the pending trial proceeds to be terminated, a waiver must be filed by the party initiating the proceedings.

Law stated - 22 May 2025

Enforcement

What means of enforcement are available?

Enforcement under Greek law includes the following means:

- in the case of an obligation to surrender a movable, by the court bailiff taking such movable from the person against which enforcement is made and the delivery thereof to the appropriate person;
- in the case of an obligation to provide replaceable items or anonymous securities, via the court bailiff taking such items or securities from the person against which enforcement is made and the delivery thereof to the appropriate person;
- in the case of an obligation to provide or surrender an immovable property, ship or aircraft, via the court bailiff expelling the person against which enforcement is made from such immovable property, ship or aircraft and establishing thereon the appropriate person;
- in the case of an act that can be done by a third party, via the creditor doing such act and the relevant cost being incurred by the debtor;
- in the case of an act that can only be done by the debtor, via the court condemning the latter to do such act and in the event that it is not done condemning same to a monetary penalty of up to €50,000 in favour of the creditor and to personal detainment of up to one year;
- if the debtor has the obligation to omit or tolerate an act, via a court threatening, in the event that the debtor violates his or her obligation, a monetary penalty of up to €100,000 in favour of the creditor for each violation and to personal detainment of up to one year;
- if someone is condemned to a declaration of his or her will (intention), such declaration is considered to have been made when the court's decision became final and unappealable;
- in the case of an obligation to surrender a child, via the court condemning the parent in possession of such child to surrender same under penalty, and in case of such non-compliance, of a monetary penalty of up to €100,000 in favour of the party requesting the child's surrender and to personal detainment of up to one year;
- in the case of a monetary claim that must be satisfied, via the seizure of the property against which enforcement is made or via compulsory administration or personal detainment; and
- if the creditor's claim cannot be fully satisfied via any imposed seizure of the debtor's property, via obliging the debtor to submit under oath to the court a detailed list of all his or her assets, with their exact location.

Law stated - 22 May 2025

Public access

Are court hearings held in public? Are court documents available to the public? Are there circumstances in which hearings can be held in private?

Is there a mechanism to preserve documents disclosed as part of the court process?

Civil court hearings in Greece are held in public and only the deliberation for the issuance of the court's decision is made in secret. The judge conducting the hearing may determine in his or her judgment the number of persons that can stay within the courtroom and has the power to order the exclusion of minors, persons carrying arms, as well as those that do not behave well in court.

In exceptional circumstances, the court may, at the request of one of the parties or ex officio, order that the entire hearing or part thereof be conducted in closed session if this might be prejudicial to good morals, public policy or the parties' fundamental civil rights. The parties, their legal representatives, attorneys and technical experts are in any case entitled to be present.

The hearing may be conducted in private, especially in cases where there is a risk for:

- public morality (eg, in cases of heinous offences);
- public order and national security (eg, cases involving military secrets or materials that are likely to be used for terrorist acts);
- the parties' privacy stricto sensu;
- family life (eg, adoption proceedings, legal assistance, involuntary hospitalisation) and the integrity of minors; or
- business confidentiality.

In any event, under the current legal framework, publicity between the parties cannot be compromised for reasons of protection of business confidentiality.

Pretrial proceedings and any proceedings outside court are not public, although the parties, their legal representatives and attorneys may attend. Any court documents filed with the court are not available to the public, but only to the parties, their legal representatives and attorneys.

Law stated - 22 May 2025

Costs

Does the court have power to order costs? Are there any steps a party can take to protect their position on costs both before the start of proceedings and while proceedings are in progress?

The court has the power to order costs, and as a rule it is the losing party that is condemned by the court to pay the costs of the winning party. In the case of partial victory and partial defeat of each party, the court will assess the costs according to the extent of their respective victory and defeat. The court can also offset all costs or part thereof when the dispute is between relatives up to the second degree or if it finds that the interpretation of the rule of law that was applied was especially difficult or there is reasonable doubt regarding the outcome of the dispute. For the purposes of the court determining and clearing the amount of costs that should be awarded, each side must produce a table with his or her respective costs.

The claimant is not required by law to provide security for the defendant's costs, but the defendant can make such a request to the court and the court may order security for costs if there is an obvious danger of inability to enforce the court's decision, condemning a plaintiff to pay costs.

Law stated - 22 May 2025

Funding arrangements

Are 'no win, no fee' agreements, or other types of contingency or conditional fee arrangements between lawyers and their clients, available to parties? May parties bring proceedings using third-party funding? If so, may the third party take a share of any proceeds of the claim? May a party to litigation share its risk with a third party?

'No win, no fee' agreements and other similar types of contingency or conditional fee arrangements between lawyers and their clients are available to parties in Greece. In the case of such an agreement, the agreed fee cannot exceed 20 per cent of the value of the dispute and, if more than one lawyer is involved, 30 per cent. The agreement must be made in writing and must be duly filed with the local bar association of the lawyer that has concluded the agreement. It will be valid only if the lawyer has undertaken the obligation to carry out the trial until the court's decision has become final and unappealable, without the lawyer being entitled to any fee in the case of defeat. Any agreement between the parties for expenses does not overturn the validity of that fee arrangement.

As regards third-party funding, to date it is not directly regulated in Greek law. In the absence of any legislative provision to the contrary and in view of the general principle of contractual freedom, which is respected in Greek law, third-party funding is likely to be viewed as permissible if and to the extent that there are no provisions in the funding agreement that contravene the law.

Law stated - 22 May 2025

Insurance

Is insurance available to cover all or part of a party's legal costs?

Yes, such insurance is available, subject to the risk profile in question and the amount of coverage.

Law stated - 22 May 2025

Class action

May litigants with similar claims bring a form of collective redress? In what circumstances is this permitted?

Greek law provides for simple and forced collective redress.

In the case of simple collective redress, more than one person can lodge a claim (or face a claim) if they have the same common rights or obligation or if their rights and obligations are based on the same factual and legal cause, or if the subjects of the dispute are claims or obligations of the same kind or obligations based on materially the same historical and legal basis and the court has competence upon each defendant.

Collective redress will be forced when the dispute requires a uniform way of resolution or if the parties can only jointly bring or face a claim or when, because of the circumstances of the case, there cannot be contrary decisions towards the parties. The litigants that do not legally participate in the trial or have been summoned to attend the same will be deemed to be represented by those attending.

In addition to the above, it is also possible under Greek law for consumer unions to bring a class action against suppliers that violate the law. Effective from 25 June 2023, the Greek legislative framework on the protection of consumers' collective interests was aligned with the provisions of Directive 2020/1828, initiating the representative actions mechanism. Representative actions can be raised by Consumer Associations in relation to a list of infringements specified in Annex II of the Directive and may take the form of injunctive measures against suppliers to cease or prohibit a particular practice even before it occurs or redress measures, including compensation, repair, replacement, price reduction, contract termination or reimbursement of the price paid by the consumer. The court competent to hear a representative action is the multi-member first instance court of the place of residence or registered offices of the defendant supplier.

Law stated - 22 May 2025

Appeal

On what grounds and in what circumstances can the parties appeal? Is there a right of further appeal?

The parties can appeal a decision if they were wholly or partially defeated in the first instance and if the decision was erroneous in fact or in law. The decisions that can be appealed are both those of the single-member and multi-member first instance courts. Only decisions that are either final or refer the dispute to the competent court can be appealed. The deadline for the filing of an appeal is 30 days from the service of the first instance decision or, if the appellant resides outside Greece or is of unknown residence, 60 days. If the decision has not been served, then the appeal deadline is two years from the publication of the first instance decision. During the time period for the filing of the appeal, the first instance decision cannot be enforced, unless the decision was declared by the first instance court as temporarily enforceable against the losing party. An appeal that has been duly filed will also suspend enforcement of the first instance decision, except for any first instance decision that was declared temporarily enforceable against the losing party.

The court will first examine the admissibility of the appeal, then examine the admissibility and soundness of its grounds, and if any of the appeal grounds is found to be sound, the first instance decision will be quashed and the appeal court will keep the case and decide on its merits. The appeal court cannot render a decision that is more detrimental to the appellant if the opponent has not filed its own appeal or counter-appeal. However, the appeal court

can render a decision that is more detrimental to the appellant if it quashes the first instance decision and goes ahead with ruling on the merits.

A further appeal in cassation is possible before the Supreme Court, but only on points of law, not fact. The deadline for the filing of such further appeal is 30 days from the service of the appealed decision or, if the appellant resides outside Greece or is of unknown residence, 60 days. If the decision has not been served, then the appeal in cassation deadline is two years from the publication of the decision.

Law stated - 22 May 2025

Foreign judgments

What procedures exist for recognition and enforcement of foreign judgments?

Reciprocal agreements for the recognition and enforcement of judgments exist between Greece and the following countries:

- Albania, Armenia, Bulgaria, Germany, Georgia, the successor states of Yugoslavia, China, Cyprus, Lebanon, Hungary, Ukraine, Poland, Romania, the successor states of the USSR, the successor states of Czechoslovakia, Syria, Tunisia, Switzerland, Norway and Iceland (for the Lugano Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters of 30 October 2007);
- all contracting states to the Convention of 2 October 1973 on the Recognition and Enforcement of Decisions Relating to Maintenance Obligations;
- all contracting states to the Hague Convention of 29 May 1993 on the Protection of Children and Co-operation in Respect of Intercountry Adoption;
- all contracting states to the Convention of 19 October 1996 on Jurisdiction, Applicable Law, Recognition, Enforcement and Co-operation in Respect of Parental Responsibility and Measures for the Protection of Children;
- all contracting states, including the UK post-Brexit, to the Hague Convention on Choice of Court Agreements 2005 (the Hague Convention 2005);
- all contracting states, including the UK post-Brexit, to the Hague Convention of 23 November 2007 on the International Recovery of Child Support and Other Forms of Family Maintenance;
- all contracting states to the Convention on the Contract for the International Carriage of Goods by Road (CMR) (Geneva, 19 May 1956);
- all contracting states to the UNCITRAL Model Law on Cross-Border Insolvency of 30 May 1997;
- all contracting states to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, as amended by the Vilnius Protocol of 3 June 1999; and

- all contracting states to the European Convention on Recognition and Enforcement of Decisions concerning Custody of Children and on Restoration of Custody of Children (9 May 1980).

If no international agreement (multilateral or bilateral) exists or if the Regulation of the European Union does not apply to the recognition or enforcement of a certain foreign judgment, that judgment will be recognised and enforced in Greece pursuant to the Greek Code of Civil Procedure (GCCP) (Presidential Decree No. 503/1985, as amended and in force today). However, if an international agreement is in place or if the Regulation of the European Union is applicable, the rules of such agreement or EU Regulation will supersede and disapply the GCCP.

If the GCCP applies, the following rules and process may come into play.

First, as regards recognition of a foreign judgment issued pursuant to a disputes procedure, pursuant to article 323 GCCP and subject to what international treaties (multilateral or bilateral) or EU regulations provide (if there is any international treaty (multilateral or bilateral) or regulation of the European Union that applies to the foreign judgment in question, the rules of such treaty or EU regulation will supersede and disapply the GCCP), that judgment is recognised to have force and constitute res judicata in Greece without any other procedure, provided that:

- it constitutes res judicata according to the law of the country of issuance;
- under the provisions of Greek law, the case was subject to the jurisdiction of the courts of the country to which the court that issued the judgment belongs;
- the party who lost was not deprived of the right to a defence and, in general, of the right to participate in the trial, unless that right was deprived according to a provision that applies equally to the subjects of the country to which the court that issued the judgment belongs;
- it is not contrary to a judgment of a Greek court that was issued in the same case and that constitutes res judicata for the parties between which the judgment of the foreign court was issued; and
- it is not contrary to good morals or to public policy.

Although recognition of a foreign judgment is ipso jure, that is, without any procedure, provided that the conditions set out in article 323 GCCP are met, there is also the possibility, if there is any legal interest in doing so, to file a civil action seeking a declaratory judgment on whether the res judicata of a foreign judgment has or does not have effect in Greece.

Second, as regards recognition of a foreign judgment issued pursuant to the voluntary (uncontested cases) procedure, pursuant to article 780 GCCP and subject to what international treaties (multilateral or bilateral) or EU regulations provide (again, if there is any international treaty (multilateral or bilateral) or regulation of the European Union that applies to the foreign judgment in question, the rules of such treaty or EU regulation will supersede and disapply the GCCP), it shall ipso jure have the same force and effect in Greece as that recognised to it under the law of the country of the court that issued it, provided that:

- the judgment applied the substantive law that should be applied under Greek law and was issued by a court that had jurisdiction pursuant to the law of the country whose substantive law it applied; and

- it is not contrary to good morals or to public policy.

Third, as regards recognition of a foreign judgment relating to the personal status of a party, pursuant to article 905, paragraph 4 GCCP and subject to what international treaties (multilateral or bilateral) or EU regulations provide (again, if there is any international treaty (multilateral or bilateral) or regulation of the European Union that applies to the foreign judgment in question, the rules of such treaty or EU regulation will supersede and disapply the GCCP), that judgment shall not ipso jure have res judicata effect in Greece, unlike what is provided under articles 323 and 780 GCCP. For this judgment to acquire that effect, it must be recognised by a judgment issued by the competent Greek single-member first instance court. A foreign judgment will be recognised if:

- it is enforceable pursuant to the law of the country of issuance;
- it is not contrary to good morals or public policy; and
- it meets the conditions of article 323(ii)–(v) GCCP.

As regards enforcement of a foreign judgment, pursuant to article 905 GCCP and subject to what international treaties and EU regulations provide, a foreign judgment can be enforced in Greece after it has been declared enforceable by a judgment of the single-member first instance court of the district within which the domicile of the debtor is or, if there is no domicile, of the debtor's residence, or, if there is no residence, of the Single-Member First Instance Court of Athens. A foreign judgment will be declared enforceable by the competent Greek single-member first instance court pursuant to the above procedure if it is enforceable pursuant to the law of the country of issuance and if it is not contrary to good morals or the public policy of Greece. Finally, for a foreign judgment to be declared enforceable, the conditions of article 323(ii)–(v) GCCP must also be met.

Law stated - 22 May 2025

Foreign proceedings

Are there any procedures for obtaining oral or documentary evidence for use in civil proceedings in other jurisdictions?

Yes, for civil and commercial matters, this is possible on the basis of Council Regulation (EC) No. 1206/2001 of 28 May 2001 on cooperation between the courts of the member states in the taking of evidence in civil or commercial matters.

Law stated - 22 May 2025

ARBITRATION

UNCITRAL Model Law

Is the arbitration law based on the UNCITRAL Model Law?

Law 5016/2023 on International Commercial Arbitration, applicable to international commercial arbitration proceedings seated in Greece, is the legal act incorporating in its entirety the UNCITRAL Model Law in Greek legislation. It abolishes the preceding legal

framework (L. 2735/1999), which was not in harmony with the latest amendments of the Model Law adopted by UNCITRAL in July 2006.

The GCCP, and in particular articles 867–903, applies to domestic arbitration proceedings and has not been adopted in accordance with the UNCITRAL Model Law.

Law stated - 22 May 2025

Arbitration agreements

What are the formal requirements for an enforceable arbitration agreement?

The arbitration agreement should be in compliance with article 10 of Law 5016/2023, with regard to international commercial arbitration, and article 869 GCCP, with regard to domestic arbitration. Both provisions require the agreement to be written, either in document or in electronic form of any kind. However, the lack of a written agreement may be resolved if both parties participate in the proceedings without expressing any objections or reservations.

Law stated - 22 May 2025

Choice of arbitrator

If the arbitration agreement and any relevant rules are silent on the matter, how many arbitrators will be appointed and how will they be appointed? Are there restrictions on the right to challenge the appointment of an arbitrator?

In international commercial arbitration, in the absence of any relevant agreement of the parties, the arbitral tribunal shall consist of three arbitrators (article 14 of Law 5016/2023). Each party shall appoint one arbitrator and the two arbitrators shall appoint the third one. If a party does not appoint an arbitrator within 30 days from the receipt of such a request from the other party, or the two arbitrators, appointed by the parties, cannot agree to the appointment of the third one within 30 days of their appointment, any party may request the intervention of the competent single-member court of first instance to make such appointment (article 15, paragraph 4(a) of Law 5016/2023). The same procedure applies if the arbitral tribunal is composed of a single arbitrator and the parties do not agree on his or her selection.

Article 18(2) of Law 5016/2023 provides that an arbitrator may be validly challenged only for justifiable doubts as to his or her impartiality, independence or possession of the qualifications agreed to by the parties. A party may even challenge an arbitrator appointed by itself, or in whose appointment it has participated, but solely for reasons of which it became aware after the appointment had been made.

In domestic arbitration, in the absence of any relevant agreement by the parties, each party may invite in writing the other party to appoint an arbitrator within at least eight days, mentioning in the same document the arbitrator it appoints. Each arbitrator is notified of the name and the address of the other arbitrator. Within 15 days of the last of the aforementioned notifications, the two arbitrators shall appoint the presiding arbitrator

and announce such appointment to the parties (articles 872–874 GCCP). If any of the aforementioned appointments fail to be completed within the deadlines provided, any party may request the intervention of the competent single-member court of first instance to make such an appointment (article 878 paragraph 1 GCCP).

In domestic arbitration, the arbitrators may be challenged for reasons related to their prior involvement in the case, any interest they may have in the arbitration, their family relation to the parties or any relationship they may have to the parties that creates any suspicion of bias and their entire or partial incapacity to contract or deprivation of political rights. The party challenging the arbitrator is able to invoke only reasons of which it became aware after the appointment of the arbitrator took place (article 883, paragraph 2 GCCP).

Law stated - 22 May 2025

Arbitrator options

What are the options when choosing an arbitrator or arbitrators?

Subject to the grounds for challenging an arbitrator (that is, for justifiable doubts as to his or her impartiality, independence or possession of the qualifications agreed to by the parties; or, in domestic arbitration, for reasons related to their prior involvement in the case, any interest they may have in the arbitration, their family relation to the parties or any relationship they may have to the parties that creates any suspicion of bias and their entire or partial incapacity to contract or deprivation of political rights), and any requirements set out by the parties in the arbitration agreement, the parties, any appointing authority or the court are not restricted when appointing the arbitrators. In domestic arbitration, article 871A GCCP provides for specific requirements when judges are selected as arbitrators. In addition, Greek legislation does not place any restrictions on appointing non-nationals as arbitrators in either international commercial or domestic arbitration.

However, there are certain requirements for the appointment of arbitrators over disputes arising from contracts concluded with the state or state entities in both international and domestic arbitration. In particular, the state's arbitrator should be only a senior magistrate, a senior member of the State Legal Council, a university professor or a Supreme Court lawyer.

Law stated - 22 May 2025

Arbitral procedure

Does the domestic law contain substantive requirements for the procedure to be followed?

Pursuant to articles 27 of Law 5016/2023 and 886 GCCP, the arbitral tribunal is free to conduct the arbitration in an appropriate manner, subject to any requirements agreed to by the parties. However, the aforementioned power of the arbitrators is restricted by articles 26 of Law 5016/2023 and 886(2) GCCP, which provide that the parties shall be treated with equality and be given a full opportunity of presenting their case (ie, attending the hearings, submitting and elaborating on their claims, and submitting their evidence). In addition, any other rules considered as public policy rules are mandatory in all cases and cannot be excluded by means of the arbitration agreement (article 890(2) GCCP).

Law stated - 22 May 2025

Court powers to support the arbitral process

What powers do national courts have to support the arbitral process before and during an arbitration?

In both international commercial and domestic arbitration, the court's intervention is mainly reserved for cases where the arbitration is at a standstill and the parties or the arbitrators address a relevant request to the court.

First of all, the competent single-member court of first instance may intervene in the arbitration, upon the request of one of the parties, if the arbitrators' selection mechanism agreed by the parties fails, unless the parties' agreement provides otherwise for securing such selection (article 15 (4)(a) of Law 5016/2023), or if the parties or the arbitrators have failed to appoint an arbitrator, or the presiding arbitrator respectively, within the provided deadlines (articles 15 (4)(a-b) of Law 5016/2023 and 878(1) GCCP). The court's decision on the appointment of an arbitrator is not subject to appeal (articles 15(6) of Law 5016/2023 and 878(3) GCCP).

In addition, in international commercial arbitration, if the challenge of an arbitrator, under any procedure agreed upon by the parties or under the procedure provided by law (ie, withdrawal of the challenged arbitrator, other party's agreement to the challenge, or the arbitral tribunal's decision on the challenge) is not successful, the challenging party may request, within 30 days of having received notice of the decision rejecting the challenge, the competent single-member court of first instance to decide on the challenge, whose decision shall not be subject to appeal. Pending such a request, the arbitral tribunal, including the challenged arbitrator, may continue the arbitral proceedings and issue an award (article 19(3) of Law 5016/2023). In domestic arbitration, it is the competent single-member court of first instance that decides upon such a challenge in the first place, while such decision is not subject to appeal and the arbitrators postpone the adjudication of the case until the issuance of the court's decision (article 883(2) GCCP). Despite the aforementioned provision, it is accepted that the arbitral tribunal is not obliged to postpone the arbitration, precisely to safeguard the velocity of the arbitral procedure, which is one of its main advantages. In such a case, the arbitral award would be subject to annulment only if the request for challenging the arbitrator was finally accepted by the court.

In international commercial arbitration, if an arbitrator becomes de jure or de facto unable to perform his or her functions or for other reasons fails to act without undue delay, and if any controversy remains concerning any of these grounds, any party may request the competent single-member court of first instance to decide on the termination of his or her mandate, whose decision shall not be subject to appeal (article 20(1) of Law 5016/2023). If the court accepts that request, the appointment of a substitute arbitrator is effected according to the rules applicable to the arbitrator being replaced (article 21(1) of Law 5016/2023).

With respect to domestic arbitration, article 880 GCCP provides that any arbitrator or presiding arbitrator who initially accepted his or her appointment may subsequently decline to perform his or her duties for exceptional reasons, upon being granted the court's permission. Permission is granted by the competent single-member court of first instance, upon examination of the arbitrator's or any party's request, in ex parte proceedings. Such

decision is not subject to appeal. Article 884 GCCP also allows any of the parties to request the competent court of first instance to order a reasonable deadline for the delivery of the award if the arbitral proceedings or the issuance of the award are delayed and the arbitral agreement does not set out any such deadline.

Finally, pursuant to article 13 of Law 5016/2023, the arbitration agreement does not prevent a regular court from granting interim relief, before or during the arbitral proceedings. What's more, if a party does not comply voluntarily with the interim relief ordered by the arbitral tribunal, in international commercial arbitration, the other party may resort to the competent court requesting the recognition and enforcement of the imposed interim relief. In domestic arbitration, regular courts have exclusive jurisdiction in granting interim relief, and any agreement between the parties to the contrary is considered null and void (articles 685 and 889 GCCP).

Law stated - 22 May 2025

Interim relief

Do arbitrators have powers to grant interim relief?

In relation to international arbitration, article 25 of Law 5016/2023 provides that, unless otherwise agreed by the parties, the arbitral tribunal may, upon request of one of the parties, order any interim relief considered necessary in relation to the nature of the dispute. The arbitral tribunal may order any of the parties to provide security in relation to such relief. In circumstances of extreme urgency, the arbitral tribunal may also, at the request of either party, issue a provisional order to regulate matters until a decision on the interim relief has been rendered.

If a party does not comply voluntarily with the interim relief ordered by the arbitral tribunal, the other party may resort to the competent court requesting the imposition of interim relief.

In domestic arbitration, arbitral tribunals are explicitly prohibited from granting interim relief, and any such agreement between the parties is considered null and void (articles 685 and 889 GCCP).

In relation to international arbitration, article 25 of Law 5016/2023 provides that, unless otherwise agreed by the parties, the arbitral tribunal may, upon request of one of the parties, order any interim relief considered necessary in relation to the nature of the dispute. The arbitral tribunal may order any of the parties to provide security in relation to such relief. In circumstances of extreme urgency, the arbitral tribunal may also, at the request of either party, issue a provisional order to regulate matters until a decision on the interim relief has been rendered.

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Law stated - 22 May 2025

Award
When and in what form must the award be delivered?

Greek law does not impose any time limits that the tribunal should respect for the delivery of the arbitral award. However, as regards domestic arbitration, article 884 GCCP allows any of the parties to request the competent court of first instance to order a reasonable deadline for the delivery of the award if the arbitral proceedings or the issuance of the award are delayed and the arbitral agreement does not set out any such deadline. No relevant provision exists with regard to international commercial arbitration.

Under article 40 of Law 5016/2023, the award must be in writing, signed by the arbitrator or arbitrators, and must contain the grounds for the ruling, unless otherwise agreed by the parties or the award is an award on agreed terms. The arbitral award must also state the date and place of the arbitration, and the original must be delivered to each party. The above requirements, together with the statement of the full names of the arbitrators and parties to the arbitration agreement, should be respected in relation to domestic arbitration as well, pursuant to article 892 GCCP. As opposed to international commercial arbitration, in domestic arbitration, the delivery of copies of the arbitration award to the parties is sufficient (article 893(2) GCCP).

Pursuant to article 41(5) of Law 5016/2023, unless otherwise agreed by the parties and if the award is to be enforced in Greece, the arbitrator or one of the arbitrators (appointed by the tribunal) is obliged to file the original of the award with the secretariat of the competent court of first instance. The same obligation exists under domestic arbitration (article 893(2) GCCP).

Law stated - 22 May 2025

Appeal or challenge
On what grounds can an award be appealed or challenged in the courts?

In principle, arbitral awards are not subject to appeal (ie, challenge on the merits), but the parties have the power to agree recourse against the award before another arbitral tribunal (article 44(1) of Law 5016/2023, article 895 GCCP).

In any case, international commercial arbitration awards may be set aside for procedural reasons by virtue of a relevant action filed before the competent court of appeals. Pursuant to article 43 of Law 5016/2023, an award will be set aside if the applicant claims and proves that:

- a party to the agreement was, under the law applicable to it, under some incapacity, or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the award was made, or the arbitral tribunal held that it lacked jurisdiction despite the existence of a valid arbitration agreement;
- the applicant was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present its case;
-

the arbitral award concerns a dispute that does not fall within the arbitration agreement or transcends the arbitration agreement or the claims submitted to arbitration;

- the composition of the arbitral tribunal or the arbitral proceedings were not in compliance with the arbitration agreement or, absent such agreement, with Law 5016/2023; or
- grounds 6 and 10 of article 544 GCCP for the filing of a trial de novo are met.

With respect to domestic arbitration, an award may be set aside partially or in its entirety by virtue of a relevant action filed before the competent court of appeals for the following reasons:

- the arbitration agreement is void;
- at the time of issuance of the award, the arbitration agreement was not in force;
- the choice of arbitrators was not in compliance with the terms of the agreement or the provisions of the law or the arbitrators were revoked by the parties or exempted;
- the arbitrators acted transcending their powers pursuant to the arbitration agreement or the law;
- the parties' equality during the proceedings, or the provisions of law with respect to the manner the arbitrators decided or the formal requirements of the arbitral award were not respected;
- the award contravenes public policy or the accepted principles of morality;
- the award is incomprehensible or contains controversial provisions; or
- one of the grounds for the filing of trial de novo under Greek law is met (article 897 GCCP).

In addition, the GCCP allows the parties to challenge an award, requesting the declaration of its non-existence by the competent court of appeals, if:

- there was not an arbitration agreement at all;
- the subject matter of the dispute was not arbitrable; or
- the award was issued in arbitration involving a non-existing individual or legal entity (article 901 GCCP).

The judgment of the court of appeals setting aside or declaring the non-existence of an arbitral award is further subject to appeal in cassation.

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it or, failing any indication thereon, under the law of the country where the award was made, or the arbitral tribunal held that it lacked jurisdiction despite the existence of a valid arbitration agreement;

- the applicant was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present its case;
- the arbitral award concerns a dispute that does not fall within the arbitration agreement or transcends the arbitration agreement or the claims submitted to arbitration;
- the composition of the arbitral tribunal or the arbitral proceedings were not in compliance with the arbitration agreement or, absent such agreement, with Law 5016/2023; or
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- the choice of arbitrators was not in compliance with the terms of the agreement or the provisions of the law or the arbitrators were revoked by the parties or exempted;
- the arbitrators acted transcending their powers pursuant to the arbitration agreement or the law;
- the parties' equality during the proceedings, or the provisions of law with respect to the manner the arbitrators decided or the formal requirements of the arbitral award were not respected;
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The judgment of the court of appeals setting aside or declaring the non-existence of an arbitral award is further subject to appeal in cassation.

Law stated - 22 May 2025

Enforcement

What procedures exist for enforcement of foreign and domestic awards?

The party that intends to enforce a foreign arbitral award in Greece should file an application for its recognition and enforcement before the single-member court of first instance of the residence of the debtor, to be heard in ex parte proceedings. The court has the power to summon any third party that has a legitimate interest to intervene to the trial, rendering such party a litigant of the proceedings. In addition, Greece is party to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention) and has transposed the latter to its national legislation by virtue of the Legislative Decree 4220/1962. Therefore, the grounds on which recognition and enforcement of a foreign arbitral award may be refused (if invoked by a party or ex officio, where applicable) are those prescribed in article V of the New York Convention (article 45 of Law 5016/2023).

In contrast, for the enforcement of a domestic arbitral award, its filing to the secretariat of the single-member court of first instance suffices.

The party that intends to enforce a foreign arbitral award in Greece should file an application for its recognition and enforcement before the single-member court of first instance of the residence of the debtor, to be heard in ex parte proceedings. The court has the power to summon any third party that has a legitimate interest to intervene to the trial, rendering such party a litigant of the proceedings. In addition, Greece is party to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention) and has transposed the latter to its national legislation by virtue of the Legislative Decree 4220/1962. Therefore, the grounds on which recognition and enforcement of a foreign arbitral award may be refused (if invoked by a party or ex officio, where applicable) are those prescribed in article V of the New York Convention (article 45 of Law 5016/2023).

In contrast, for the enforcement of a domestic arbitral award, its filing to the secretariat of the single-member court of first instance suffices.

Law stated - 22 May 2025

Costs

Can a successful party recover its costs?

The reimbursement of the parties' costs may be subject to the arbitration agreement. In the absence of a relevant provision in the arbitration agreement, the arbitral tribunal, taking into account the circumstances of the case, the arbitral proceedings and in particular the outcome of the arbitration, shall decide on the allocation of the costs of the arbitration to the parties (article 41(4) of Law 5016/2023). The is no statutory restriction as to what the costs of arbitration may include, but it is provided that the costs recoverable by the parties for their representation and assistance in the arbitral proceedings must be reasonable.

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of arbitration may include, but it is provided that the costs recoverable by the parties for their representation and assistance in the arbitral proceedings must be reasonable.

Law stated - 22 May 2025

ALTERNATIVE DISPUTE RESOLUTION

Types of ADR

What types of ADR process are commonly used? Is a particular ADR process popular?

Alternative dispute resolution mechanisms have not been commonly used in Greece. Mediation, as well as judicial mediation, was introduced in the Greek legal order in 2010 by virtue of Law 3898/2010, which transposed into Greek law Directive 2008/52/EC on certain aspects of mediation in civil and commercial matters and provided for optional recourse to mediation.

In 2012, the institution of judicial mediation was amended via article 214B GCCP, allowing the parties, at their initiative or following a request by the court, to refer a dispute to judicial mediation at any stage of the proceedings. Effectively, the judge of the court before which the case is pending will act as a mediator and will have separate and joint meetings with each party and their legal representatives and make non-binding suggestions thereto regarding the resolution of the dispute. If the parties reach an agreement, minutes of judicial mediation will be drafted, signed and lodged at the secretariat of the first instance court, so as to become enforceable. The judicial mediation scheme is still in force, although, in practice, it has rarely been applied.

In 2018, Law 4512/2018, containing Regulations Relevant to Mediation, was adopted for the purpose of further harmonising Greek legislation to the provisions of the same directive and making recourse to mediation mandatory for specific types of disputes. However, the Supreme Court held via its Legal Opinion No. 34/2018 that the provision of Law 4512/2018 on mandatory recourse to mediation was unconstitutional, as it violated the right to judicial protection (articles 6, 20 of the Greek Constitution, article 13 of the European Convention of Human Rights and article 47 of the Charter of Fundamental Rights of the European Union). Therefore, the effect of the said provision was suspended twice: first until 16 September 2019, and then until 30 November 2019. On the latter date, Law 4640/2019 introduced a new mandatory mediation scheme and abolished the aforementioned provision, which was never applied.

Law stated - 22 May 2025

Requirements for ADR

Is there a requirement for the parties to litigation or arbitration to consider ADR before or during proceedings? Can the court or tribunal compel the parties to participate in an ADR process?

By virtue of Law 4640/2019, the prior recourse to mediation proceedings is rendered mandatory for the following certain types of disputes, which include:

- disputes in respect of which the parties have validly agreed in writing a mediation clause;
- family disputes, except for those concerning: divorce, cancellation of marriage, recognition of existence or non-existence of marriage, and the relationship between parents and children; and
- disputes resolved under the ordinary procedure, in the following cases: if the object of the dispute exceeds €30,000, if the dispute falls within the competence of the single-member first instance civil court, and, in every case, if the dispute falls within the competence of the multi-member first instance civil court.

The mediation scheme involves the following.

First, the mediator is appointed upon mutual agreement of the parties or by decision of a third party appointed by the parties. The mediation procedure commences upon submission of a relevant request to the appointed mediator by one of the parties.

Subsequently, the mediator determines the date and place of the mandatory initial mediation session, during which the parties are present, each accompanied by a lawyer. The initial mediation session must take place within 20 days of the day following the receipt of the request for recourse to mediation. The parties are free to withdraw at any time from the mediation session, without any justification or sanction. Upon conclusion of the mandatory initial session, the mediator drafts the relevant minutes, which are signed by all participants.

Upon the completion of the initial mediation session, the parties may agree to continue with the mediation procedure, which will have to be completed within 40 days. If an enforceable agreement is concluded in the context of the mediation procedure, the mediator will draft the relevant mediation minutes, which will be signed by the mediator and the parties.

In the alternative, the mandatory initial mediation session minutes must be filed along with the parties' pleadings before the competent court for the pending lawsuit to be admissibly heard.

Pursuant to article 44 of Law 4640/2019 and article 74(14) of Law 4690/2020, this mandatory mediation scheme came into force:

- on 30 November 2019 for disputes in respect of which the parties have validly agreed in writing a mediation clause;
- on 15 January 2020, for family disputes, except for those concerning:
- divorce;
- annulment of marriage;
- recognition of existence or non-existence of marriage; and
- and the relationship between parents and children; and
- on 1 July 2020 for disputes resolved under the ordinary procedure, in the following cases:
- if the object of the dispute exceeds €30,000, if the dispute falls within the competence of the single-member first instance civil court; and
-

if the dispute falls within the competence of the multi-member first instance civil court.

Law stated - 22 May 2025

MISCELLANEOUS

Interesting features

Are there any particularly interesting features of the dispute resolution system not addressed in any of the previous questions?

In relation to arbitration, it is noticeable that criminal cases cannot be referred to arbitration under Greek law. With regard to tax disputes, although in principle they are not arbitrable, they can be referred to arbitration where the state has control over the subject of the dispute. Labour disputes are also explicitly exempt from arbitration, except for collective bargaining disputes (article 16 of Law 1876/1990 as amended through Law 4635/2019).

In relation to mediation, the mandatory mediation scheme does not apply indicatively to the following disputes:

- disputes falling within the competence of the single-member first instance civil court with a monetary value under €30,000;
- disputes of the voluntary (non-contentious) procedure;
- interim measures proceedings;
- special proceedings, namely property disputes, payment order and order for the return of leased property (articles 614 to 645 of GCCP) and specific family disputes (592 of GCCP), that is, concerning:
    - divorce;
    - annulment of marriage;
    - recognition of existence or non-existence of marriage; and
    - the relationship between parents and children;
- appeal or opposition proceedings;
- enforcement proceedings; and
- disputes in which the Greek state, a municipal or regional authority, or a legal entity of public law is a litigant.

Another interesting element about the mandatory mediation scheme regards the suspension of the statute of limitations. As soon as the mediator has been appointed, he or she will send a written notification to the litigant parties regarding the time and place of the mandatory initial session. That written notification will suspend the limitation period for the exercise of relevant claims or rights, as well as the judicial deadlines for filing of pleadings, addendum-rebuttal or intervention. Any agreement of the parties regarding voluntary recourse to mediation will have the same effect. In the case of failure to reach an agreement in the context of the mediation, or termination of the mediation procedure in

any other manner, the limitation period shall no longer be suspended and will continue to run from the day following the above events.

As far as mediation costs are concerned, each party must pay, apart from the payment of its attorney, a note of prepayment of fees amounting to €100 for cases falling within the competence of the single-member first instance court, and €150 for cases ruled by the multi-member first instance court. In principle, the mediator's payment is freely determined by agreement of the parties. If no agreement has been concluded, the mediator's payment amounts to €50 for the mandatory initial session and €80 for every additional mediation hour. If a party does not attend the initial mandatory session, despite being summoned, the competent court before which the dispute is brought may impose on this party a fine ranging from €100 to €500. No judicial duty is payable.

Finally, the signed mediation minutes constitute an executory title, in accordance with article 904, paragraph 2 GCCP, as of the date of submission to the competent court. Those minutes can also be used as a title for registration or lifting of a mortgage. After the submission of the signed mediation minutes to the court, no civil action can be filed for the dispute in question and any pending trial is cancelled.

Law stated - 22 May 2025

UPDATE AND TRENDS

Recent developments and future reforms

What were the key cases, decisions, judgments and policy and legislative developments of the past year? Are there any proposals for dispute resolution reform? When will any reforms take effect?

The last series of legislative amendments, via Law 4842/2021 (Government Gazette Vol A/190/13.10.2021), effective as of 1 January 2022, as such law has been amended and is in force at the time of writing, has brought some changes to the Greek e-justice system. Though electronic trials and the remote examination of witnesses are still not possible in Greek civil litigation, a series of legislative efforts over the past years have somewhat facilitated and encouraged the use of technology for the completion of certain procedural acts, for example:

- the service of court documents by court bailiffs through electronic means;
- the exchange of electronic communication between the court secretariat and a litigant for the purposes of the litigant remedying a typical omission;
- the posting of the docket by the court electronically;
- the filing of court documents by parties electronically;
- the issuance of certificates electronically; and
- the release to the parties' attorneys of court decisions and transcripts electronically.

There has also been a change in the procedural rules applicable to disputes with a value under €5,000; such claims must be served to the counterparty through court bailiffs within 10 days, or if the defendant resides abroad or is of unknown address, within 30 days, of their filing at the latest. Any supporting documentation and evidence by both parties, as well as written pleadings by the defendant, must be filed within 20 days as of the above deadline

of the claim's service to the defendant, while additional pleadings and rebuttals can be filed within five days of the filing of the pleadings.

In the field of case law, there has been an interesting development concerning the judicial duty that is often payable by the plaintiff.

The judicial duty is payable to the Greek state and certain state institutions and corresponds to 8 per mille, plus surcharges, on the total amount claimed by the plaintiff. By virtue of Law 4640/2019, the obligation to pay the judicial duty was extended to actions in the ordinary procedure requesting the mere recognition of a claim (by virtue of a declaratory judgment), except for the actions with a claimed amount under €250,000. The obligation to pay judicial duty also applied to actions in the ordinary procedure that had already been filed but had not been heard yet at the time of entry into force of the relevant provision.

A recent court judgment (68/2021 of the Athens Multi-Member First Instance Court) ruled that the extension of the obligation of judicial duty payment to actions already filed before the entry into force of Law 4640/2019 is not in conformity with the Greek Constitution. According to the court, the grounds for the unconstitutionality are that the statutory provision in question does not comply with the principle of legal certainty, which derives directly from the Constitution; a particular aspect of this principle, which was held to have been infringed in this case, is the principle of protection of the individual's confidence in the state and its institutions.

This judgment has not been the only one to date to find constitutionality issues with the statutory provision in question; nor is it likely to be the last. Although the statute has not yet been amended by the legislature, it is highly likely that if the Greek courts, especially the higher courts (the appeal courts and Supreme Court), continue ruling in this direction, the legislative body is likely to decide to modify Law 4640/2019 accordingly and limit the obligation to pay judicial duty to actions filed after the entry into force of the said law.

Law stated - 22 May 2025