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Cyprus
International Arbitration

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This country-specific Q&A provides an overview of international arbitration laws and regulations applicable in Cyprus.

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Cyprus: International Arbitration

1. What legislation applies to arbitration in your country? Are there any mandatory laws?

The legislative framework for domestic arbitration in Cyprus is the Arbitration Law, Cap. 4 ("**Cap. 4**"). With respect to international commercial disputes the International Commercial Arbitration Law 101/1987 (the "**ICA Law**"), effectively transposes the UNCITRAL Model Law of 1985 and the Foreign Courts' Judgments (Recognition, Registration and Enforcement) Law of 2000 ("**Law 121/(I)/2000**") relates to the recognition and enforcement of foreign awards in Cyprus. Cyprus is also a signatory to the New York Convention on the recognition and enforcement of foreign arbitral awards.

The Laws referred to above are mandatory to the extent that they set out the powers of the courts in relation to arbitral proceedings, the grounds on which an arbitral award may be set aside, the formal and substantive requirements that need to be satisfied in order for an arbitral award to be recognised and enforced and the procedure for such recognition.

2. Is your country a signatory to the New York Convention? Are there any reservations to the general obligations of the Convention?

Cyprus is a signatory to the New York Convention, as ratified by Law 84/1979. Cyprus applies the New York Convention on the basis of reciprocity, i.e., with respect to the recognition and enforcement of awards issued in other signatory states. Moreover, Cyprus applies the Convention only with respect to disputes which are considered as commercial under their national law.

3. What other arbitration-related treaties and conventions is your country a party to?

Cyprus is a party to the Convention on the Settlement of Investment Disputes between States and nationals of other States (the ICSID Convention) and the Energy Charter Treaty and has also signed bilateral investment protection treaties with a number of countries.

4. Is the law governing international arbitration in your country based on the UNCITRAL Model Law? Are there significant differences between the two?

The ICA Law is based on the UNCITRAL Model Law of 1985. There are no significant differences between ICA Law and the UNCITRAL Model Law of 1985, apart from the fact that the ICA Law includes a definition as to what arbitral proceedings are considered to be "international" and "commercial".

5. Are there any impending plans to reform the arbitration laws in your country?

The ICA Law has been recently amended by the International Commercial Arbitration (Amending) Law of 2024 (Law 11(I)/2024) (the "**Amending Law**").. to the aim of the Amending Law was to modernize the ICA Law on the basis of the amendments that have been effected to the UNCITRAL Model Law after the introduction of the ICA Law in 1987. In addition, Chapter IV (A) of the Amending Law provides additional provisions empowering arbitral tribunals to order interim measures and the procedure for the recognition and enforcement of such interim measures.

The Law Providing for the Establishment of the Commercial Court (Law 69(I)/2022), further provides that matters related to arbitration fall within the definition of "commercial disputes", for which the Commercial Court has jurisdiction.

Furthermore, the new Civil Procedure Rules which entered into force in September of 2023 include provisions concerning the procedural framework for court applications in connection with arbitral proceedings.

6. What arbitral institutions (if any) exist in your country? When were their rules last amended? Are any amendments being considered?

There are several arbitral institutions in Cyprus, the most prominent being:

- The Cyprus Branch of the Chartered Institute of Arbitrators (CIArb)
- The Cyprus Chamber of Commerce and

Industry (CCCI)
- The Cyprus Eurasia Dispute Resolution and Arbitration Centre (CEDRAC)
- The Cyprus Consumer Center for Alternative Dispute Resolution
- The Cyprus Arbitration and Mediation Centre (CAMC)

Each of the above institutions has its own rules of arbitration. For example, the CIArb follows the CIArb Arbitration Rules 2015 which are based on the 2010 UNCITRAL Rules. Similar rules to the UNCITRAL Rules are also followed by the Cyprus Consumer Center for Alternative Dispute Resolution and the CAMC. The CCCI follows the International Chamber of Commerce (ICC) Arbitration Rules 2012, with amendments made in 2017 and 2021 addressing complex arbitrations , additional safeguards for parties, the independence and impartiality of arbitrators, hearings being held remotely etc. The CEDRAC follows its own rules of arbitration since 2012 with no reported amendments made.

Some of them are recent bodies, others with longer experience. In terms of international arbitrations their involvement is limited as they have struggled to gain a foothold in the international market.

7. Is there a specialist arbitration court in your country?

Currently there is no specialist arbitration court in Cyprus.

8. What are the validity requirements for an arbitration agreement under the laws of your country?

In order for an arbitration agreement to be valid under Cyprus law, such agreement must be in writing (section 2(1) Cap. 4 and section 7 of the ICA Law).

Pursuant to section 7 of ICA Law, an agreement will be considered to be in writing if "it is contained in a document signed by the parties or in an exchange of letters, telex, telegrams or other means of telecommunication which provide a record of the agreement, or in an exchange of statements of claim and defence in which the existence of an agreement is alleged by one party and not denied by another. The reference in a contract to a document containing an arbitration clause constitutes an arbitration agreement provided that the contract is in writing and the reference is such as to make that clause part or the contract".

Although there are no other requirements for an arbitration agreement to be valid under statute, case law of the Cypriot courts has established that the terms of an arbitration agreement must be clear and unambiguous and it should only refer to matters which are arbitrable under the laws of Cyprus.

9. Are arbitration clauses considered separable from the main contract?

Section 16(1) of the ICA Law codifies the doctrine of separability and provides that an arbitration clause forming part of a contract is considered to be separate from the rest of the contract and survives the invalidity or voidance of the contract in which it is contained. The doctrine has been affirmed by the Cypriot courts.

10. Do the courts of your country apply a validation principle under which an arbitration agreement should be considered valid and enforceable if it would be so considered under at least one of the national laws potentially applicable to it?

This issue has not yet been considered by the Cypriot courts.

11. Is there anything particular to note in your jurisdiction with regard to multi-party or multi-contract arbitration?

Multi-party or multi-contract arbitrations are rare in Cyprus, and there is no express framework governing them. Answer to item 12 below is also relevant.

12. In what instances can third parties or non-signatories be bound by an arbitration agreement? Are there any recent court decisions on these issues?

In general, Cypriot courts follow the rule of privity, hence third parties or non-signatories to an arbitration agreement are not bound by an arbitration agreement and the arbitration procedure. Therefore, no jurisdiction may be assumed over them by the designated arbitral tribunals. This has been confirmed by the Cypriot courts, albeit at first instance such as in ***the matter between Kismetia Ltd v. Lupusco Volga Farming Ltd and others***, where the court held that there is no legislative basis which would allow the court to issue, in support of arbitral

proceedings, any orders affecting third parties who are not parties to the arbitration agreement or the arbitral proceedings). The only recognised exceptions to the general rule concern assignees and legal successors. At the same time, there is non-Cypriot common law precedent where the decision of tribunals to extend the arbitration clause to cover related non-signatories has been accepted but it is likely that, in a challenge relating to a domestic or international Cyprus-based arbitration, Cypriot Courts (including higher courts) will take the more orthodox approach and apply the provisions of section 2(1) of Cap. 4 and s. 7 of the ICA Law strictly.

13. Are any types of dispute considered non-arbitrable? Has there been any evolution in this regard in recent years?

The following matters are considered non-arbitrable in Cyprus:

- Matters of criminal law
- Matters of family law
- Disputes relating to minors
- Disputes having public policy implications
- Disputes relating to the title of property and insolvency or bankruptcy
- Winding up proceedings
- Competition and antitrust matters
- Where statutory provisions contain mandatory references to the courts (eg rectification of a company's share register)

The applicable legislative framework in Cyprus has not been amended or extended in order to allow for any of the above matters to be resolved by arbitration.

14. Are there any recent court decisions in your country concerning the choice of law applicable to an arbitration agreement where no such law has been specified by the Parties?

According to section 28(2) of the ICA Law, if the parties to an arbitration agreement have not agreed the governing law of the agreement, then the arbitral tribunal shall apply the law determined by the conflict of laws rules which it considers applicable. We are not aware of any recent court decision where this matter was considered.

15. How is the law applicable to the substance determined? Is there a specific set of choice of law rules in your country?

According to section 28(1) of Law ICA, the arbitral tribunal shall decide the dispute in accordance with such rules of law as are chosen by the parties as applicable to the substance of the dispute. Any designation of the law or legal system of a given State shall be construed, unless otherwise expressed, as directly referring to the substantive law of that State and not to its conflict of laws rules.

Where the parties have made no such choice, the arbitral tribunal will apply the law determined by the conflict of law rules which it considers applicable. In contractual disputes a tribunal applying the Cypriot conflict of law rules would determine the applicable law by applying the provisions of the Rome I Regulation.

16. In your country, are there any restrictions in the appointment of arbitrators?

There are no provisions in Cyprus restricting the appointment of arbitrators. Pursuant to the ICA Law the parties are free to determine anyone of any nationality as an arbitrator, the number of arbitrators and the procedure to be followed.

Moreover, the arbitration clause may in itself provide guidance or restrictions on the appointment of arbitrators (such as qualifications, experience etc.).

17. Are there any default requirements as to the selection of a tribunal?

In the absence of an agreement between the parties, the default appointment procedure set out in section 11(3) of the ICA Law will apply.

In an arbitration with three arbitrators, each party must appoint one arbitrator, and the two arbitrators appointed shall appoint the third arbitrator. If one of the parties fails to appoint an arbitrator within 30 days of receipt of a request to do from the other party, or if the two arbitrators have not agreed on the third arbitrator within 30 days of their appointment, the appointment shall be made by the court upon the request of a party.

Alternatively, in an arbitration with a single arbitrator, if the parties cannot come to an agreement on the arbitrator, the appointment shall be made by the court upon request of a party.

With regard to multi-party arbitration, there is no default procedure in place. However, in case where the parties

cannot unanimously agree on the number of arbitrators, the procedure for a three-arbitrator tribunal will be applied.

18. Can the local courts intervene in the selection of arbitrators? If so, how?

According to section 10 of Cap. 4, local courts have the power to appoint an arbitrator in the following cases:

- Where an arbitration agreement provides that the reference shall be to a single arbitrator and all the parties do not concur in the appointment of an arbitrator; or
- If an appointed arbitrator refuses to act, or is incapable of acting or dies and the arbitration agreement does not show that it was intended that the vacancy should not be filled and the parties do not fill the vacancy; or
- Where the parties or two arbitrators are at liberty to appoint an umpire or third arbitrator or where two arbitrators are required to appoint an umpire and do not appoint one; or
- Where an appointed umpire or third arbitrator refuses to act or is incapable of acting or dies, and the arbitration agreement does not show that it was intended that the vacancy should not be supplied and the parties or arbitrators do not supply the vacancy.

Moreover, according to section 11 of the ICA Law, the courts have the power to intervene in the selection of arbitrators upon request of a party. This power will be exercised if a party to the arbitration agreement fails to act in accordance with the arbitration agreement, or when the parties or the two appointed arbitrators are unable to reach an agreement expected of them under the agreed procedure, or when a third natural or legal person, including the arbitral tribunal, fails to act in accordance with the agreed procedure.

19. Can the appointment of an arbitrator be challenged? What are the grounds for such challenge? What is the procedure for such challenge?

According to section 12(2) of the ICA Law, an arbitrator may be challenged only if circumstances exist that give rise to justifiable doubts as to his impartiality or independence, or if an arbitrator does not possess qualifications agreed to by the parties. The procedure for challenging the appointment of an arbitrator is to be agreed on by the parties. If the parties have not agreed on such procedure, section 13 of the ICA Law provides that the challenge must be submitted before the arbitral tribunal within 15 days from the day the party making the challenge became aware of the reason for the challenge. If the tribunal rejects the challenge, an application to review the decision may be made to the competent court within 30 days from receival of notice of the decision.

In addition, under section 14 of the ICA Law, the parties can unanimously remove an arbitrator who becomes de jure or de facto unable to perform their functions or if he/she fails to act without undue delay.

Furthermore, under section 13 of Cap.4, an arbitrator may be removed by the court on the application of any of the parties if without any reasonable justification he/she causes a delay in the proceedings or the issuing of the award. Upon such application, the court may appoint a new arbitrator or instruct the termination of the arbitration agreement for the dispute.

20. Have there been any recent developments concerning the duty of independence and impartiality of the arbitrators, including the duty of disclosure?

The duty of independence and impartiality of arbitrators has been long established by case law and international guidelines such as the IBA Guidelines of Interest in International Arbitration can be invoked.

In addition, pursuant to section 12(1) of the ICA law, appointed arbitrators must disclose any situations that could raise legitimate concerns about their objectivity or independence. Arbitrators are subject to the same obligations upon their appointment and until the conclusion of the arbitration proceeding.

21. What happens in the case of a truncated tribunal? Is the tribunal able to continue with the proceedings?

Where the parties to the arbitration proceed with a challenge procedure pursuant to section 13 of Cap. 4, as explained in Question 20 above, the arbitral proceedings continue with the participation of the arbitrator being challenged, until the appointment is terminated. When the arbitrator's reference is terminated pursuant to section 13 or 14 of Cap. 4, then the parties need to appoint another arbitrator pursuant to section 11 of Cap. 4. Failure of the parties to appoint an arbitrator will lead to the Court proceeding with an appointment.

Similarly, where the mandate of an arbitrator terminates under section 13 or 14 of the ICA Law or because of the revocation of his mandate by agreement of the parties or in any other case of termination of his mandate, a substitute arbitrator shall be appointed according to the provisions of section 11 of this Law that were applicable to the appointment of the arbitrator being replaced.

22. Are arbitrators immune from liability?

There is no legislation in Cyprus which expressly gives arbitrators immunity from liability. There are however common law principles which apply by virtue of provisions of our Courts of Justice Law 14/1960 which cover quasi-judicial proceedings, such as arbitration, which may render arbitrators immune from failing to act with reasonable care and skill.

23. Is the principle of competence-competence recognised in your country?

The principle of competence-competence is addressed by the ICA Law. Pursuant to section 16, arbitrators are allowed to determine their own jurisdiction and examine matters in regards to the validity of the arbitration agreement. Regardless of the absence of the principle in Cap. 4, it will still be applied by the Cypriot courts in matters concerning domestic arbitration.

24. What is the approach of local courts towards a party commencing litigation in apparent breach of an arbitration agreement?

Per section 8 of the ICA Law, in cases where court proceedings have commenced on a matter subject to an arbitration agreement, upon an application by either party, the court will refer the proceedings to arbitration. The court may subsequently either issue an order for stay and/or dismissal of the proceedings.

In contrast, if the court considers the arbitration agreement to be null, void or incapable of being performed, it will not refer the matter to arbitration.

Similar provisions apply under Section 8 of Cap. 4 in terms of domestic arbitration.

25. What happens when a respondent fails to participate in the arbitration? Can the local courts compel participation?

In accordance with section 25 of the ICA Law, if the respondent fails to participate in the proceedings by either failing to appear or to submit evidence or documents, the procedure will continue and the arbitral tribunal will make a ruling based on the evidence it already has.

There is no provision relating to the ability of Cypriot courts to compel a party to participate in the arbitration procedure. Nonetheless, under section 17 of Cap.4, by an application of any person who is party to the arbitration, the Court may issue a summons through which any person may be obliged to appear for examination or to present any document during the arbitration proceeding.

26. Can third parties voluntarily join arbitration proceedings? If all parties agree to the intervention, is the tribunal bound by this agreement? If all parties do not agree to the intervention, can the tribunal allow for it?

The legislative framework does not contain any provisions dealing with these matters and none of these matters appear to have been decided or considered by the Cypriot courts. See also our response to Questions 11 & 12.

27. What interim measures are available? Will local courts issue interim measures pending the constitution of the tribunal?

Section 17 of the ICA states that unless otherwise agreed by the parties, the arbitral tribunal may, at the request of a party, order any party to take such interim measure of protection as the arbitral tribunal may consider necessary in respect of the subject matter of the dispute. The arbitral tribunal may require any party to provide appropriate security in connection with such measure.

In international arbitrations, the court has the power upon the application by any of the parties to the arbitration pursuant to section 9 of the ICA law to to order the issuance of protective measures at any time either before the initiation of the arbitration proceedings or in the course of them. Interim measures can also be issued under Article 35 of the Recast Brussels Regulation (EU) 1215 /2012 in support of the arbitration proceedings, under particular circumstances and requirements.

The interim measures available include all the interim measures which the Cypriot courts have power to grant and include freezing orders, disclosure orders, document preservation orders and search orders. Such interim measures may be granted by the local courts both

pending the constitution of the tribunal and after the constitution of the tribunal.

28. Are anti-suit and/or anti-arbitration injunctions available and enforceable in your country?

Cypriot courts have the power to issue anti-suit and/or anti-arbitration injunctions.

It should be noted that national courts of EU member states are precluded from granting anti-suit injunctions restraining court proceedings commenced in another member state, in breach of an arbitration clause. This has been confirmed in ***Nori Holdings Ltd v Bank Otkritie Financial Corporation* [2018] EWHC 1343 (Comm)** where the grant of an anti-suit injunction, which had the aim of restraining the Cypriot court to commence proceedings in breach of an arbitration clause, was refused by the Commercial Court of England and Wales.

In contrast, an arbitral tribunal in Cyprus can issue an anti-suit injunction in regards to court procedures which are pending before the courts of non-EU member states. Also, they can issue anti-suit injunctions in order to hinder procedures which are pending before the courts of third countries.

29. Are there particular rules governing evidentiary matters in arbitration? Will the local courts in your jurisdiction play any role in the obtaining of evidence? Can local courts compel witnesses to participate in arbitration proceedings?

With respect to international arbitration, section 19(2) of the ICA Law states that in the absence of an express agreement of the parties, the arbitral tribunal has discretion to establish the admissibility, submission and relevance of any evidence brought before it.

Moreover, under section 26 of the ICA Law, if the parties have not agreed otherwise, the arbitral tribunal may appoint one or more experts to provide their opinion on specific matters raised by the tribunal or to instruct the parties to provide any relevant information or access to any relevant documents.

In terms of the involvement of the Cypriot courts, section 27 of the ICA Law states that they may be of assistance if the arbitral tribunal requests their cooperation in the collection and submission of evidence.

In domestic arbitrations, section 17 of Cap. 4 allows any party to the arbitration agreement to apply to the court to issue summons, requesting third parties to appear for examination or to produce any documents they would normally be asked to produce in a civil case.

30. What ethical codes and other professional standards, if any, apply to counsel and arbitrators conducting proceedings in your country?

All advocates (including advocates acting as arbitrators) are bound by the Advocates' Law, Cap. 2 and the Advocates' Code of Conduct Regulations of 2002 which specify the rules of professional conduct and ethics. In addition, both Cap. 4 and the ICA Law state that the arbitrator must proceed with speed, remain unbiased and act accordingly throughout the arbitration proceedings.

The IBA Guidelines and Conflict of Interest in International Arbitration are a not a binding set of rules, but rather a form of guidance which is also taken into account when trying to resolve challenges associated with arbitral tribunals.

31. In your country, are there any rules with respect to the confidentiality of arbitration proceedings?

There is no direct reference to the principle of confidentiality in either Cap. 4 or the ICA Law. However, this does not mean that the principle has no effect in Cyprus.

32. How are the costs of arbitration proceedings estimated and allocated? Can pre- and post-award interest be included on the principal claim and costs incurred?

There is no provision mentioned in the ICA Law with respect to the estimation and allocation of costs. Such costs are dealt with by the arbitration tribunal at their discretion. As a general rule however, under Cypriot law, the costs are awarded in favor of the winning party.

Moreover, pursuant to section 23 of Cap. 4, if no provision is made by an award with respect to the costs of the reference, any party to the reference may, within 14 days of the publication of the award or such further time as a court may direct apply to the arbitrator for an order directing by and to whom such costs shall be paid. Any provision in the arbitration agreement to the effect that

the parties or any party thereto shall pay their own costs of the reference or award shall be void.

Pre-award interest may apply if the tribunal, subject to the available evidence, deems it appropriate to do so.

Pursuant to section 22 of Cap.4, and unless otherwise ordered by the tribunal, post-award interest will be applied from the date of issuance of the award. It will be applied at the rate equal to the legal interest applied by the courts.

In addition, a higher interest may be ordered by way of damages, running from the date of breach. The amount will depend on whether a contractual provision for interest is in place or on proof of special circumstances.

33. What legal requirements are there in your country for the recognition and enforcement of an award? Is there a requirement that the award be reasoned, i.e. substantiated and motivated?

The provisions for enforcement and recognition of an arbitral awards are set out in the ICA Law and are of a similar nature to those set out in the UNCITRAL Model Law and Article IV of the New York Convention.

Under section 35(1) of the ICA Law, in order for an award to be recognised and enforced, the party requesting it must make an application to the court. In support of the application, a duly authenticated original award or a duly certified copy thereof must be attached, together with an official certified translation of the award if it is not written in the Greek language, and the original or duly certified copy of the arbitration agreement.

Furthermore, section 31 of the ICA Law requires that the arbitral award must be fully reasoned.

34. What is the estimated timeframe for the recognition and enforcement of an award? May a party bring a motion for the recognition and enforcement of an award on an ex parte basis?

The application for the recognition and enforcement of an award is made by summons, allowing the party against whom the application for recognition and enforcement of an award is sought to file an objection, on the basis of section 34(2) of the ICA Law.

Law 121/2000 provides that upon the filing of an application (including an application for recognition and enforcement of an award obtained in arbitration proceedings), a hearing must be fixed within a time period not exceeding four weeks. That being said, given the heavy workload that the Cypriot courts currently face and the significant delays resulting from such workload, the estimated timeframe for the recognition and enforcement of an award varies from 6-12 months, depending on the case, or even longer in certain circumstances.

35. Does the arbitration law of your country provide a different standard of review for recognition and enforcement of a foreign award compared with a domestic award?

The standard of review for recognition and enforcement of a foreign award is the same as the standard of review for recognition and enforcement of a domestic award.

36. Does the law impose limits on the available remedies? Are some remedies not enforceable by the local courts?

The law does not impose any limits on the types of remedies an arbitral tribunal can award. Generally, the same remedies are available as the ones provided by a national court.

It should be noted that, as mentioned in Question 13, non-arbitrable matters may not be referred to arbitration and therefore no remedies may be issued by a tribunal with respect to such matters.

37. Can arbitration awards be appealed or challenged in local courts? What are the grounds and procedure?

With respect to domestic arbitration, under section 20 of Cap.4, the parties may appeal the arbitral award to the District Courts of Cyprus if the arbitrator has displayed misconduct or has mishandled the case, or where the award was improperly issued.

When it comes to International Commercial Arbitration, section 33 of the ICA Law states that within 30 days from receipt of the award, a party may request its correction. This may be requested as a way for the tribunal to correct any clerical, or typographical errors in the award or to provide additional guidance on a particular point of the arbitral award. In addition, the parties may request the arbitral tribunal to make a supplementary award on claims submitted in the arbitral proceedings but omitted from the arbitral award.

Moreover, an appeal against an award must satisfy one of the grounds listed in section 34(2) of the ICA Law).

It should be noted that, for both domestic and international commercial arbitration, the party making the request for annulment of the arbitral award must do so by filing an application to the competent District Court. The time limit to file an application concerning international commercial arbitration is three months from the date of notification of the award.

38. Can the parties waive any rights of appeal or challenge to an award by agreement before the dispute arises (such as in the arbitration clause)?

Any agreement to waive any rights of appeal or challenge of an arbitration award restricts a party's right to recourse and such agreement/clause will be void, pursuant to section 28 of the Contracts Law, Cap. 149.

39. In what instances can third parties or non-signatories be bound by an award? To what extent might a third party challenge the recognition of an award?

As stated in our response to Question 12, an arbitral tribunal does not normally have jurisdiction over third parties who are not parties to the arbitration agreement. It follows that third parties and non-signatories (with the exception of assignees and legal successors) will not be bound by an arbitral award.

As a general rule, only the party against whom an arbitral award has been made is entitled to challenge the recognition of the award. However, a third party may apply to intervene in the recognition process and challenge the recognition of an award if such third party can show that such recognition would adversely affect its interests.

40. Have there been any recent court decisions in your jurisdiction considering third party funding in connection with arbitration proceedings?

It is unclear whether third party funding is permitted in Cyprus as this matter has not yet been determined or considered by the Cypriot courts. Generally, under Cypriot law, it is not permissible to deal in claims and third party funding may be considered a form of such dealing.

41. Is emergency arbitrator relief available in your country? Are decisions made by emergency arbitrators readily enforceable?

At present no such relief available under the laws of Cyprus. However, provisions as to emergency arbitrator are included in the impending amendment the ICA Law.

42. Are there arbitral laws or arbitration institutional rules in your country providing for simplified or expedited procedures for claims under a certain value? Are they often used?

Article 42 of the CEDRAC Rules concerning arbitration, grants the parties with the option of having the arbitral proceedings conducted in accordance with an expedited procedure if the parties so agree or if the amount of the claim and the counterclaim does not exceed €10,000,000. Other than that, arbitration laws in Cyprus do not provide the option of an expedited procedure.

43. Is diversity in the choice of arbitrators and counsel (e.g. gender, age, origin) actively promoted in your country? If so, how?

This is not an issue to which particular attention has been given in Cyprus.

44. Have there been any recent court decisions in your country considering the setting aside of an award that has been enforced in another jurisdiction or vice versa?

This matter has not concerned the Courts recently.

45. Have there been any recent court decisions in your country considering the issue of corruption? What standard do local courts apply for proving of corruption? Which party bears the burden of proving corruption?

We are not aware of any recent decisions regarding the issue of corruption in the framework of arbitration proceedings. In civil cases, the standard of proof the “balance of probabilities” and in criminal cases, the standard of proof is “beyond reasonable doubt”. In both cases with the party alleging corruption bears the burden of proof of the allegations.

46. What measures, if any, have arbitral institutions in your country taken in response to the COVID-19 pandemic?

In order for the arbitral proceedings to continue, meetings of arbitrators were conducted online through the use of various video-conferencing platforms. This also helped when it came to witnesses coming forward to present their testimony, who might have been unable to travel to Cyprus due to the close of airports.

47. Have arbitral institutions in your country implemented reforms towards greater use of technology and a more cost-effective conduct of arbitrations? Have there been any recent developments regarding virtual hearings?

As mentioned in our response to Question 46, the pandemic encouraged the use of technology by arbitral institutions to facilitate conducting the arbitration proceedings remotely / online. The measures entailed the use of various video-conferencing platforms, such as zoom/skype/Webex etc., as well as other "conferencing links", data rooms or similar which assisted in the arbitration proceedings taking place online, with virtual meetings.

48. Have there been any recent developments in your jurisdiction with regard to disputes on climate change and/or human rights?

No

49. Do the courts in your jurisdiction consider international economic sanctions as part of their international public policy? Have there been any recent decisions in your country considering the impact of sanctions on international arbitration proceedings?

This matter has not been considered or decided by the Cypriot courts but one would certainly expect the Cypriot courts to consider international economic sanctions as part of the international public policy. There have not as yet been any court decisions considering the impact of sanctions on international arbitration proceedings.

50. Has your country implemented any rules or regulations regarding the use of artificial intelligence, generative artificial intelligence or large language models in the context of international arbitration?

As far as we are aware, no rules or regulations regarding the use of artificial intelligence in the context of international arbitration have been implemented in Cyprus.

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