

International Arbitration 2026

12th Edition

Contributing Editor:

Joe Tirado
International Arbitrator
and Mediator

TABLE OF CONTENTS

Preface

Joe Tirado

International Arbitrator and Mediator

Expert Analysis Chapter

1 A sanctioned chalice? Managing arbitral disputes among conflicts and geopolitics

Milo Molfa, Jack Thorne & James McGlaughlin

McDermott Will & Schulte

Jurisdiction Chapters

11 Argentina

María Inés Corrá & Santiago Lucas Peña

Bomchil

20 Austria

Florian Haugeneder, Patrizia Netal & Jurgita Petkutė

KNOETZL

27 China

Chen Li & Yelu Xu

Beijing Dacheng Law Offices, LLP (Shanghai)

33 England & Wales

Joe Tirado

International Arbitrator and Mediator

47 France

Christophe Dugué

Christophe Dugué International Arbitration, Independent Arbitrator & Counsel

63 Germany

Johanna Wirth

Hengeler Mueller

72 Greece

Constantin Calavros & Angeliki Rousaki

CALAVROS LAW FIRM | FILIOS-KLOUKINAS

82 India

Raghavan Ramabadrán, Krithika Jaganathan & Kiran Manokaran

Lakshmikumaran & Sridharan attorneys

- 96** **Indonesia**
Nico Angelo Putra Mooduto, Mahareksha Singh Dillon,
Talitha Amanda Ekadhani & Ravi Amarendra
SSEK Law Firm
- 107** **Japan**
Kaori Sugimoto, Shota Toda & Kennosuke Muro
Nagashima Ohno & Tsunematsu
- 119** **Liechtenstein**
Manuel Walser & Daria Tschüscher
Walser Attorneys at Law Ltd.
- 131** **Netherlands**
Edith Nordmann
Attorney Consulting Group International (ACG International)
- 140** **Portugal**
Rui Botica Santos & Tiago Patrão Silva
Coelho Ribeiro e Associados, Sociedade Civil de Advogados, SP, RL
- 151** **Qatar**
Ahmed Durrani, Umang Singh, Masham Sheraz & Keziah Thomas
Sultan Al-Abdulla & Partners
- 162** **Romania**
Drd. Eugen Sarbu, Mihai Ionescu-Balea, Tasiana Timofciuc & Eva-Cara Costache
Sarbu Partners
- 177** **Singapore**
Chenthil Kumarasingam, Mohammed Reza, Jonathan Tan & Maria Santhosh
Withers KhattarWong LLP
- 190** **Sweden**
Therese Isaksson & Victoria Ribbnäs
Westerberg & Partners Advokatbyrå AB
- 202** **Switzerland**
Simon M. Hohler & Laura Mahler
Thouvenin Rechtsanwälte KLG
- 213** **United Arab Emirates**
Patric McGonigal, Sarah Hafez, Ali Al Hashimi & Hana Al Khatib
Global Advocacy and Legal Counsel
- 228** **USA**
Francisco Franco
Kasowitz LLP

Portugal

Rui Botica Santos
Tiago Patrão Silva

**Coelho Ribeiro e Associados, Sociedade Civil de Advogados,
SP, RL**

Introduction

The growth of international arbitration in Portugal has been a consistent trend in recent years, largely driven by the enactment of the current Voluntary Arbitration Law (Law No. 63/2011 of December 14), referred to here as the “VAL”, which introduced a flexible, open, and accessible framework for arbitral proceedings under Portuguese law. In drafting this statute, the legislators closely followed the 2006 UNCITRAL Model Law, while introducing certain adjustments to reflect the Portuguese legal context.

It is important to note that Portugal expressly recognises arbitral tribunals as true courts of law, pursuant to Article 209(2) of the Constitution of the Portuguese Republic (CRP). Portugal is also a signatory to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention), having signed and ratified the Convention in 1994 through Resolution of the Assembly of the Republic No. 37/94 of March 10, and Decree of the President of the Republic No. 52/94, with the following reservation: “In accordance with the principle of reciprocity, Portugal will only apply the Convention when the arbitral awards are made in states, which are bound by the Convention.”

Portugal has also signed various bilateral conventions and agreements regarding these matters, particularly the International Centre for Settlement of Investment Disputes Convention (ICSID) and the Convention Establishing the Multilateral Investment Guarantee Agency (MIGA).

Portugal does not have any specific legislation for international arbitration other than the VAL, which contains a chapter dedicated to the matter (Articles 49 to 54 VAL), but also mandates that the rest of its provisions dedicated to domestic arbitration be applied subsidiarily.¹

Arbitration agreement

According to Article 2 VAL, arbitration agreements must be in writing. This requirement is satisfied when:

- a) the agreement appears in a written document signed by the parties, or in an exchange of letters, telegrams, faxes, or other communications that provide written evidence, including electronic communications; or
- b) the agreement is recorded on an electronic, magnetic, optical, or other medium that offers equivalent guarantees of reliability, intelligibility, and preservation.

It should also be emphasised that a reference in a contract to a separate document containing an arbitration clause qualifies as an arbitration agreement, provided the contract itself is in writing and the reference is made in such a way that the clause becomes an integral part of the contract. In addition, if in arbitral proceedings there is an exchange of a statement of claim and a statement of defence, where one party alleges the existence of an arbitration agreement and the other does not deny it, the writing requirement is deemed fulfilled.²

The VAL further provides that essential elements of an arbitration agreement include identification of the dispute's subject matter (for agreements relating to an existing dispute) and, where the agreement is contained in a contract, specification of the legal relationship to which the arbitrable disputes relate.³

It is always recommended that arbitration agreements are as clear as possible, avoiding any ambiguities, and in general they should provide for (i) the seat of the arbitration, (ii) the choice between *ad hoc* and institutional arbitration, (iii) the number of arbitrators, (iv) the method for the appointment of the arbitrators, and (v) the language of the arbitration proceedings.

In the specific case of international arbitration, an arbitration agreement shall be deemed valid if the requirements established regarding that matter are fulfilled in accordance with the law chosen by the parties to govern the arbitration agreement, by the law applicable to the merits or by Portuguese Law.⁴

The VAL (Article 1) and the Portuguese Civil Procedure Code recognise that voluntary arbitration in Portugal is admissible in all situations not subject to the exclusive jurisdiction of state courts or compulsory arbitration, as long as the issue in question is financial. Voluntary arbitration concerning non-financial issues is admitted, provided the parties are entitled to settle the disputed right, given its nature.

Arbitration procedure

The VAL establishes basic principles and formalities which the proceedings must follow, namely:

- a) The respondent is summoned to present their defence.
- b) The parties shall be treated equally and must be given a reasonable opportunity to assert their rights, in writing or orally, before the final award is rendered.
- c) At all stages of the proceedings, the principle of adversarial proceedings must be observed, except as otherwise provided by this law.

The parties may, up to the acceptance of the first arbitrator, agree on the procedural rules governing the arbitration, provided those rules comply with the foregoing principles and the mandatory provisions of the VAL.⁵ If no agreement is reached, the arbitral tribunal may determine the appropriate procedural rules and, where relevant, indicate that the rules of procedure applicable before the competent state court will apply on a subsidiary basis.⁶

The arbitral tribunal's powers include determining the admissibility, relevance, and weight of any evidence submitted or to be produced, even though in practice the IBA Rules on the Taking of Evidence are often followed.⁷ As to expert evidence, it is available and the arbitral tribunal may, on its own initiative or at the parties' request, appoint one or more experts to deliver a written or oral report on specified issues.⁸

Moreover, the parties may designate the seat of arbitration, without prejudice to the tribunal's ability to convene at any location it considers appropriate, unless the parties stipulate otherwise.

As a general rule, proceedings are confidential. Arbitrators and parties are bound to maintain the confidentiality of all information and documents obtained through the arbitration proceedings. Nevertheless, where necessary, the parties have the right to disclose procedural acts essential to the protection of their rights and to comply with statutory duties to report or disclose elements of the proceedings to competent authorities.⁹

The VAL also empowers the parties, when the taking of evidence depends on the will of a party or a third party who refuses to cooperate, to request (subject to prior authorisation by the arbitral tribunal) that the competent state court secure that evidence, with the results then transmitted to the arbitral tribunal.¹⁰

The language of the arbitration may likewise be freely agreed by the parties and, failing agreement, the arbitral tribunal may determine it. Translation of documents into the language of the proceedings is not mandatory, although the tribunal may order the parties to provide such translations.¹¹

Under the VAL, and unless the parties agree otherwise, the arbitration commences on the date the respondent receives the request to submit the dispute to arbitration. Thereafter, within the agreed deadline or the one set by the tribunal, the claimant files a statement of claim stating the relief sought and the underlying facts; the respondent then files a statement of defence, which may include a counterclaim if it falls within the scope of the arbitration agreement.¹²

The arbitral tribunal decides whether to hold an evidentiary hearing or to conduct the proceedings on a document-only basis, unless the parties determine otherwise. The tribunal must, however, hold one or more hearings for the taking of evidence whenever requested by a party, provided the parties have not previously waived this right.¹³

Third-party participation in the arbitration is limited to those bound by the arbitration agreement on which the proceedings are based, whether originally or by subsequent adhesion, which requires the consent of all parties. Once the tribunal is constituted, third-party intervention is admissible only if the existing composition is accepted and always subject to the tribunal's decision after hearing the original parties and the prospective third party. Such intervention should be admitted only if it does not unduly disrupt the normal course of the arbitration and if material reasons justify it, as further specified by law.¹⁴

Notwithstanding these general rules, the VAL affords the parties broad autonomy to shape the proceedings as they see fit, since the vast majority of the provisions above allow for party agreement to the contrary.

Arbitrators

The basic rule established in the VAL is that the arbitral tribunal is composed of a single arbitrator, or a panel of arbitrators of an odd number. When parties do not agree on the number of arbitrators, the law's default solution is that of a panel composed of three arbitrators.¹⁵

Only natural persons with full legal capacity may serve as arbitrators. Arbitrators must be independent and impartial, and thus they must reveal all circumstances likely to give rise to justifiable doubts about these requirements (both when the nomination occurs, but also during the course of the proceedings).¹⁶ In fact, although not established specifically in the law, the common rules to follow in this regard are the IBA Guidelines on Conflicts of Interest.

The parties are free to appoint the arbitrator, or arbitrators, who will constitute the arbitral tribunal, or to establish the manner in which the arbitrators are to be chosen.¹⁷ In some circumstances, the appointment of the arbitrators can be made by the national courts, namely:

- a) where the tribunal is to be constituted by a sole arbitrator and the parties cannot agree on the nomination;¹⁸
- b) where, within 30 days of receiving a request from the other party to do so, a party fails to appoint the arbitrator(s) it is responsible for appointing, or where party-appointed arbitrators do not agree on the presiding arbitrator within 30 days of the last of them being appointed;¹⁹ and
- c) where the parties have entrusted the appointment of all or some arbitrators to a third party and that person fails to do so within 30 days of being requested.²⁰

Whenever national courts are called upon to nominate an arbitrator in an international arbitration, they must take into account the qualifications required by the parties' agreement for the arbitrator(s),

all factors relevant to ensuring the appointment of an independent and impartial arbitrator, and, where appropriate, the desirability of appointing an arbitrator of a nationality different from that of the parties. Court decisions on arbitrator appointments are not subject to appeal.²¹

After acceptance of the role of arbitrator, withdrawing is only permissible if a supervening circumstance arises or if no agreement regarding the arbitrator's fees is reached.²² In what concerns the challenge of arbitrators, it may happen only if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence, or if the arbitrator does not possess the qualifications agreed to by the parties.²³

Arbitrators can only be held accountable in the same situations established by law for judicial magistrates.²⁴

Interim relief

As per Article 20 VAL, and unless otherwise agreed, the arbitral tribunal is allowed to grant interim relief as it deems necessary, provided that one party requests so and the other is heard. Interim relief is not deemed incompatible with arbitration agreements, regardless of whether it is requested before or after such proceedings commence.²⁵

Arbitral tribunals have a wide margin of discretion regarding the interim relief that they can issue; however, the law specifically mentions the possibility of ordering a party to:

- a) maintain or restore the *status quo* pending resolution of the dispute;
- b) take steps to prevent, or refrain from, acts likely to cause harm or prejudice to the arbitral process;
- c) ensure the preservation of assets against which a subsequent award may be enforced; and
- d) preserve evidence that may be relevant and material to resolving the dispute.

The requirements to issue interim relief in international arbitration are no different than the general principles applicable in other proceedings.²⁶

Parties are also allowed to request the arbitral tribunal to issue a preliminary order to the other party, without hearing it, in order to avoid the frustration of the interim relief sought.²⁷ If such an order is issued, the respondent is subsequently heard both on the preliminary order and on the interim relief itself. Preliminary orders expire 20 days after issuance; however, after hearing the respondent, the tribunal may convert the preliminary order into an interim measure.²⁸

In light of Article 29 VAL, parties are entitled to seek interim relief in the state courts, both before and during the arbitration proceeding, and in the same circumstances in which they are entitled to do so before state courts. State courts should exercise this power in accordance with their applicable procedural regime, bearing in mind the characteristics of international arbitration, should that be the case.

Finally, Portuguese courts recognise interim relief issued by arbitral tribunals, and parties are entitled to ask them for the enforcement of said decisions.²⁹ The grounds for refusal of recognition or enforcement of interim relief are specified in the law and correspond to many of the grounds applicable to final decisions,³⁰ but also if:

- a) the tribunal's order regarding security related to the interim measure has not been complied with;
- b) the interim measure has been revoked or suspended by the arbitral tribunal or, where competent, by a state court of the foreign country where the arbitration is seated or under whose law the measure was granted; or
- c) the interim measure is incompatible with the powers conferred on the state court by the procedural law governing it.

State courts, when deciding on the recognition or enforcement of interim relief issued by an arbitral tribunal, are mandated to refrain from assessing a revision of the merits of that decision.³¹

Arbitration award

Arbitral proceedings culminate in the issuance of the final award, reached by applying the rules of law chosen by the parties or, if the parties so determine, by deciding *ex aequo et bono*. In the specific case of international arbitration, and when the parties do not choose a law, the arbitral tribunal shall apply the law of the state with which the object of the dispute has a closer connection³² and it must always consider the contractual clauses defined by the parties, as well as the relevant commercial uses.³³

Where the tribunal comprises more than one arbitrator, decisions must be taken by majority vote; if no majority can be formed, the presiding arbitrator renders the award.³⁴

An arbitral award must meet certain formal requirements, namely:

- a) It must be in writing and signed by the arbitrator(s). The signatures of a majority suffice, or the presiding arbitrator's signature where the presiding arbitrator is to render the award, provided the reasons for any missing signatures are identified.³⁵
- b) It must state the date of issuance and the seat of arbitration, and it is deemed made at that seat.³⁶
- c) It must be reasoned, unless the parties waive this requirement or have agreed to a decision based on equity.³⁷
- d) It must allocate the costs of the arbitration between the parties and may award compensation as appropriate.³⁸

Arbitral proceedings may also terminate by settlement. In such cases, the parties may ask the arbitral tribunal to record their agreement in the form of a consent award, with the corresponding effects.³⁹

Absent a specific timetable agreed by the parties, the arbitral tribunal must render the award within 12 months from the acceptance of the last arbitrator.⁴⁰ This period may be extended by agreement of the parties, or by the tribunal on a reasoned basis, without prejudice to the parties' joint right to object.⁴¹ Failure to comply with the applicable deadline results in the automatic termination of the arbitration and the tribunal then loses jurisdiction to decide the dispute and may be liable for damages if it unjustifiably prevented the award from being rendered within the prescribed period.⁴²

Once issued, the arbitral award must be promptly notified to each party, takes effect on that date, and brings the arbitral proceedings to a close.⁴³ The presiding arbitrator, or the sole arbitrator, must preserve the original case file for a minimum of two years, and the original award for at least five years.⁴⁴

Within 30 days of receiving the award, a party may request (upon notice to the other party) that the tribunal correct any computational, clerical, typographical, or similar errors.⁴⁵ Within the same period, a party may also seek clarification of any obscurities or ambiguities in the award or its reasoning.⁴⁶ Finally, unless agreed otherwise, a party may request within that 30-day period that the tribunal render an additional award on any claims presented in the arbitration that were not decided. If the tribunal finds the request justified, it must issue the additional award within 60 days of the request.⁴⁷

Challenge of the arbitration award

To challenge an arbitral award made in Portugal, the VAL recognises that parties can challenge it in two ways: (i) by an appeal (Article 39.4 VAL); or (ii) by proceedings to set aside the award (Article 46 VAL).

Appeals are not permitted unless the parties have agreed on the matter, and it is expressly excluded for cases that are resolved according to equity or by means of a settlement agreement.⁴⁸ Moreover, in the specific case of international arbitration, the VAL excludes the right to appeal unless the parties have agreed otherwise regarding recourse to another arbitral tribunal and regulated the terms of the appeal.⁴⁹

On the other hand, it is possible to launch proceedings to set aside an award. The reasons for setting aside an award are provided in Article 46.2 VAL, namely a party must demonstrate that:

- i) A party to the arbitration agreement lacked capacity.
- ii) The arbitration agreement is invalid under the law chosen by the parties, or, absent any choice, under the VAL.
- iii) There was a violation of any fundamental procedural principles referred to in Article 30 VAL (see above the section on “Arbitration Procedure”) that decisively affected the resolution of the dispute.
- iv) The award addresses a dispute not covered by the arbitration agreement or contains decisions that exceed its scope.
- v) The composition of the tribunal or the arbitral proceedings did not conform to the parties’ agreement, or must otherwise be deemed unlawful.
- vi) The tribunal awarded more than requested or granted relief different from that sought, decided issues it could not decide, or failed to address issues it was required to consider.
- vii) The award was issued in violation of the formal and substantive requirements set out in the VAL.
- viii) The award was notified to the parties after the expiry of the maximum period for such notification.

In addition, the competent state court may annul a decision, provided that it determines that:

- i) the subject matter of the dispute is not arbitrable under Portuguese law; or
- ii) the content of the award contravenes the principles of the Portuguese State’s international public order.

When it comes to awards issued in international arbitrations where Portuguese law was not applied to the merits, the annulment may be requested on the basis of the aforementioned reasons, but also if the effects or enforcement of such award render a result that is incompatible with the principles of the international public order.⁵⁰

Actions to set aside an award must be filed within 60 days of service (Articles 46.4 and 59.1.g VAL) and are handled by the competent Court of Appeal. If an appeal is lodged, nullity can only be assessed within that appeal (Article 46.1 VAL).

Enforcement of the arbitration award

Arbitration awards, whether domestic or international, benefit from the full protection of the Portuguese Legal System when it comes to their recognition and enforcement. While the system mandates that awards rendered abroad must be recognised to be effective in Portugal, it fully adopts and recognises the supremacy of the New York Convention, as well as other treaties and conventions that obligate the Portuguese State.⁵¹ However, this does not mean automatic recognition of foreign awards, even those issued by arbitral tribunals with a seat in a State that is a party to the New York Convention.⁵²

When it comes to foreign arbitration awards, and bearing in mind the supremacy of the international conventions entered by the Portuguese State, the first step for enforcement is their recognition, which may only be refused if a party successfully asserts that:⁵³

- i) One of the parties to the arbitration agreement lacked capacity, or the agreement is not valid under the law to which the parties subjected it, or, failing any such indication, under the law of the country in which the award was made.
- ii) The party against whom the award is invoked was not duly informed of the appointment of an arbitrator or of the arbitral proceedings, or was otherwise not given an opportunity to present its case.
- iii) The award deals with a dispute not covered by the arbitration agreement or contains decisions that exceed its terms; however, if the portions of the award that address matters submitted to arbitration can be separated from those that were not, only the former may be recognised and enforced.

- iv) The composition of the tribunal or the arbitral proceedings was not in accordance with the parties' agreement or, absent such agreement, with the law of the country where the arbitration took place.
- v) The award has not yet become binding on the parties or has been annulled or suspended by a court of the country in which, or under the law of which, the award was made.

In addition, the competent courts may also refuse recognition if they determine that:

- i) The subject matter of the dispute is not possible to decide by arbitration under Portuguese law.
- ii) Recognition or enforcement of the award would lead to a result manifestly incompatible with the international public order of the Portuguese State.

The existence of a pending action to set aside or suspend an international arbitration award does not "paralyse" the recognition proceedings in Portugal; however, the Portuguese Court may, if it deems it adequate, suspend them and may also mandate that the party which requested the recognition and enforcement of the award pays an adequate security.⁵⁴

A party that is seeking the recognition and enforcement of a foreign award in Portugal must provide the competent courts with the original of the award, or a certified copy of the same, as well as an original or a certified copy of the arbitration agreement. If the documents are not in Portuguese, the requesting party must also provide a certified translation of the same.⁵⁵ The counterparty against which the recognition and enforcement is requested shall be notified of the proceedings and will benefit from 15 days to oppose it.⁵⁶

The competent courts for the recognition and enforcement of foreign arbitration awards are the Courts of Appeal (*Tribunais da Relação*) which, in the terms of Portuguese legislation, are territorially competent considering the domicile of the person against which the recognition and enforcement is requested.

Investment arbitration

While the current arbitration laws in Portugal provide for a friendly environment, both for domestic and international proceedings, investment arbitration is not very common in Portugal nor with the Portuguese State.

In any case, according to the United Nations Investment Policy Hub,⁵⁷ Portugal has ratified around 61 bilateral treaties globally in this matter, most of which (35) remain in force. Moreover, as an EU Member State, Portugal is bound by the treaties signed by the organisation. It is also a party to the MIGA.

It is important to note that Portugal does not have a published Bilateral Investment Treaty (BIT) model, but its BITs tend to follow a common structure. Portugal does not have any investment arbitration law.

In terms of cases concerning the Portuguese State itself, only the *Suffolk (Mauritius) Limited, Mansfield (Mauritius) Limited and Silver Point Mauritius v. Portuguese Republic*, ICSID Case No. ARB/22/28, which commenced in 2022, is known. This case refers to a dispute in which the Portuguese Government is accused of having failed to pay compensation owed to the claimants and related to the bailout of Banco Espírito Santo, to which the claimants had provided loans. This case is still pending.⁵⁸

Despite this lack of experience, we can confidently say that Portugal is expected to accept any decisions when it comes to investment arbitration, since the legislation is also very arbitration friendly. Moreover, the VAL specifically mandates that: "Where the arbitration is international and one of the parties to the arbitration agreement is a State, a State-controlled organization, or a company dominated by a State, that party may not invoke its internal law to contest the arbitrability of the dispute or its capacity to be a party to the arbitration, nor may it rely on such law to otherwise evade its obligations arising from the arbitration agreement."⁵⁹

Let us draw the reader's attention to the judgment of the Lisbon Court of Appeal (LCA), in case no. 1999/24.7YRLSB-2, in which it was once more reaffirmed that arbitral awards issued by international arbitration tribunals will be recognised in Portugal by the domestic courts, provided that the necessary

requirements are met. This case in particular concerned a dispute between a Singaporean company and a company with its domicile in Madeira for the recognition and enforcement of an arbitration award issued in London under the Refined Sugar Association Rules. In this case, the LCA stated that when considering foreign arbitral awards, the New York Convention and the Arbitration Act prevailed over the Code of Civil Procedure general regime for foreign judgments. It also reasserted that grounds for refusing to enforce a foreign award are to be interpreted in a restrictive manner, in compliance with the applicable framework, and narrowly constructing the international public order of the Portuguese State exception foreseen in the Arbitration Act. This decision was later confirmed in full by the Supreme Court of Justice in judgment no. 1999/24.7YRLSB.S1.

Conclusion

Portugal has successfully enacted legislation which is both protective and friendly for domestic and international arbitration. In fact, while the country does not have any major arbitration centre, its legal system is one of the most open and accessible for parties looking to explore the full potential of arbitration under the protection and uniform rules established by the New York Convention and the many other treaties and conventions entered into by the Portuguese State.

The freedom which the VAL affords the parties to determine and adjust the arbitration proceedings is one of Portugal's major advantages in this field, bringing it in line with the most advanced jurisdictions. In addition, the recognition and enforcement of arbitration awards in Portugal is an accessible procedure, with these having the same effects as those of state court judgments and automatic recognition when it comes to domestic arbitration, and foreign awards benefitting from a system that will only refuse their recognition and enforcement in very specific cases. In fact, for foreign awards originating from countries that are signatories to the New York Convention, or any specific conventions or treaties, Portugal adopts these rules in full.

The country has also been adopting institutionalised arbitration for certain labour matters, consumer disputes, tax and administrative matters and sports disputes. Portuguese law schools and scholars have also boosted their openness to arbitration in recent years, with this alternative means of dispute resolution becoming one of the legal community's favourites.

It is our belief that when it comes to international arbitration, Portugal is uniquely positioned since it provides for a jurisdiction that accepts the international standards, is a party to the New York Convention and other main arbitration conventions, and provides for a safe and predictable outcome, while allowing the parties a wide margin of discretion in all stages of the arbitral proceedings, both when it is conducted in the country itself (whereby the award will have the same effects as that of a national court) and when parties have to request the recognition and enforcement of an award issued abroad.



Endnotes

- 1 Article 49.1 VAL.
- 2 Articles 2.4 and 2.5 VAL.
- 3 Article 2.6 VAL.
- 4 Article 51 VAL.
- 5 Article 30.2 VAL.
- 6 Article 30.3 VAL.

- 7 Article 30.4 VAL.
- 8 Article 37.1 VAL.
- 9 Article 30.5 VAL.
- 10 Article 38.1 VAL.
- 11 Article 32 VAL.
- 12 Articles 33.2 and 33.4 VAL.
- 13 Article 34.1 VAL.
- 14 Article 36.3 VAL.
- 15 Article 8 VAL.
- 16 Articles 13.1 and 13.2 VAL.
- 17 Article 10 VAL.
- 18 Article 10.2 VAL.
- 19 Article 10.4 VAL.
- 20 Article 10.5 VAL.
- 21 Articles 10.6 and 10.7 VAL.
- 22 Article 12.1 VAL.
- 23 Article 13 VAL. It should be noted that while not mandated by law, the IBA Guidelines on Conflicts of Interest are commonly considered.
- 24 Article 9.4 VAL.
- 25 Article 7 VAL.
- 26 Article 21 VAL.
- 27 Article 22 VAL.
- 28 Article 23 VAL.
- 29 Article 27.1 VAL.
- 30 Article 28.1 VAL.
- 31 Article 28.2 VAL.
- 32 Article 52.2 VAL.
- 33 Article 52.3 VAL.
- 34 Article 40.1 VAL.
- 35 Article 42.1 VAL.
- 36 Article 42.4 VAL.
- 37 Article 42.3 VAL.
- 38 Article 42.5 VAL.
- 39 Article 41 VAL.
- 40 Article 43.1 VAL.
- 41 Article 43.2 VAL.
- 42 Articles 43.3 and 43.4 VAL.
- 43 Articles 42.6 and 44.1 VAL.
- 44 Article 44.4 VAL.

- 45 Article 45.1 VAL.
- 46 Article 45.2 VAL.
- 47 Article 45.5 VAL.
- 48 Article 39.4 VAL.
- 49 Article 53 VAL.
- 50 Article 54 VAL.
- 51 Article 55 VAL.
- 52 See Judgment of the Portuguese Supreme Court, Procedure 1630/06.2YRCBR.C2.S1, of 18/02/2014.
- 53 Article 56.2.a) VAL. It is important to note that, when it comes to foreign awards issued by arbitral tribunals seating on a New York Convention signatory state, or any other state with which Portugal has entered into a convention on these matters, the application of these grounds is residual, applying essentially to foreign awards originating from other States. Under the more-favourable-right principle enshrined in Article VII(1) of the New York Convention, the Convention's applicability does not preclude parties from invoking more favourable domestic provisions on recognition available under the law of the contracting states, including Portugal's national VAL. (See Judgment of the Portuguese Supreme Court, Procedure 991/20.5YRLSB.S1, of 22/06/2023.)
- 54 Article 56.2 VAL.
- 55 Article 57.1 VAL.
- 56 Article 57.2 VAL.
- 57 See <https://investmentpolicy.unctad.org/international-investment-agreements/countries/169/portugal> (visited on 15/02/2026).
- 58 See <https://investmentpolicy.unctad.org/investment-dispute-settlement/cases/1246/suffolk-and-others-v-portugal> (visited on 15/02/2026).
- 59 Article 50 VAL.

**Rui Botica Santos**

Tel: +351 213 839 060 / Email: ruisantos@cralaw.com

Rui Botica Santos is a licensed lawyer in Portugal, Brazil, Timor-Leste and Macau. Rui is a Partner at Coelho Ribeiro e Associados (CRA) Law Firm (Portugal), Founder of CRA Timor (Timor-Leste), International Partner of Nuno Simões/Jurismac (Macau), and Senior Associate at Murray Advogados (Brazil). Rui is an Arbitrator and Mediator at the Court of Arbitration for Sport (CAS-TAS), Arbitrator at CBMA (Brazil), Arbitrator at the Qatar Sports Arbitration Tribunal, and President of the International Tribunal of the FIA. He is a Judge at the FIA ICA and Arbitrator of the Commercial Arbitration Center (Portugal). Rui was awarded with Master *Honoris Causa* by ISDE, Madrid. He has been ranked for the past 13 years as one of the Portuguese leading international arbitration practitioners in Portugal and in Timor-Leste, where he assists relevant oil and gas companies in disputes with the Timor-Leste State. He has also spoken at various international seminars. Rui is also author of several articles on arbitration and mediation.

**Tiago Patrão Silva**

Tel: +351 213 839 060 / Email: tiago.patraelcralaw.com

Tiago Patrão Silva was born in Lisbon in 1998 and graduated from the University of Lisbon with a Bachelor's in Law in 2020. He completed a postgraduate programme in Sports Law at Universidade Autónoma de Lisboa in 2021. He is an Associate Lawyer at Coelho Ribeiro e Associados (CRA) in Lisbon, working in the sectors of business law, sports, contracts, arbitration, corporate and civil law. His practice includes advising clients across a range of sectors and participating in legal operations and matters with a particular focus on corporate and business law. He has also contributed to the drafting of legal articles and legal updates in the fields of business, arbitration and sports law. In 2024, he was elected President of the Justice Council of the Portuguese American Football Federation.

Coelho Ribeiro e Associados, Sociedade Civil de Advogados, SP, RL

Av. Eng. Duarte Pacheco, Empreendimento das Amoreiras Torre II, 13º A, 1099-042 Lisbon, Portugal

Tel: +351 213 839 060 / URL: www.cralaw.com



Global Legal Insights – International Arbitration
provides analysis, insight and intelligence across
20 jurisdictions, covering:

- Arbitration agreement
- Arbitration procedure
- Arbitrators
- Interim relief
- Arbitration award
- Challenge of the arbitration award
- Enforcement of the arbitration award
- Investment arbitration

globallegalinsights.com