

VIAC CAN Newsletter for the CEE region

ARBITRATION IN LITHUANIA IN A NUTSHELL

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Albertas specializes in dispute resolution, especially involving national and international commercial and investment arbitration. Albertas has handled or participated in over thirty arbitrations convened under ICC, SCC, VKAT, PCA, LCIA, UNCITRAL (ad hoc arbitration), GAFTA, MKAC, BelCCI, or VIAC rules, including representing the Republic of Lithuania in a dispute with the Government of the Kaliningrad Region, as well as in the Gazprom cases heard both in the Court of Justice of the European Union and in PCA, ICC, and SCC arbitration courts. Albertas also often sits as a solo, presiding, or co-arbitrator in domestic and ad hoc arbitrations.

- 1. Where are the arbitration provisions included: Civil Code, Arbitration Act? To what extent has your jurisdiction adopted the UNCITRAL Model Law on International Commercial Arbitration 1985 (UNCITRAL Model Law)? When were the arbitration provisions last amended / updated?**

The arbitration provisions are mainly governed by the Commercial Arbitration Act of the Republic of Lithuania (the “**Arbitration Act**”). Some auxiliary provisions also prescribed in the Code of Civil Procedure of the Republic of Lithuania. The Arbitration Act is based on the UNCITRAL 2006 Model Law.

- 2. What are the main requirements for a valid arbitration clause?**

The Arbitration Act stipulates that an arbitration agreement may be in the form of an arbitration clause written in a contract or in the form of a separate agreement between the parties. The written form requirement is met when:

- The arbitration clause is executed as a joint document signed by the parties; or
- Concluded in an exchanged communication between the parties; or
- Concluded by using electronic communication, e.g. emails or other applications; or
- The parties submit to each other a statement of claim and a statement of defense in which the existence of the arbitration agreement is alleged by one party and not denied by another; or
- There is other written evidence that the parties concluded the arbitration agreement.

- 3. Do the national arbitration rules have any particularities (e.g. mandatory provisions) that should be mentioned or emphasised?**

National arbitration rules are in line with the Arbitration Act.

4. Is an arbitral award immediately enforceable if the place of jurisdiction is in that country? What about foreign arbitral awards? How long does it usually take to enforce a foreign award?

The award rendered in Lithuania as a place of arbitration has immediate *res judicata* effect. There is an exequatur procedure to obtain the enforcement writ (writ of execution) from the local court.

5. What court decides on an annulment claim and how many instances are there? How broad are the grounds for annulment? What is the success rate of annulment claims?

The Lithuanian Court of Appeals deals with the challenges of the award as the court of first instance. Then, the appeal on law is possible to the Lithuanian Supreme Court. Both procedures are written by default.

6. What national arbitration institution is the most important, and which foreign arbitral institution is the preferred institution?

The Vilnius Court of Commercial Arbitration is the most important national arbitration institution. Mainly the SCC, and the LCIA are preferred foreign arbitral institutions.