

PANORAMIC

ARBITRATION

Portugal



LEXOLOGY

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LAWS AND INSTITUTIONS

Multilateral conventions relating to arbitration

Is your jurisdiction a contracting state to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards? Since when has the Convention been in force? Were any declarations or notifications made under articles I, X and XI of the Convention? What other multilateral conventions relating to international commercial and investment arbitration is your country a party to?

Yes, Portugal is a contracting state to the New York Convention on the Recognition of and Enforcement of Foreign Arbitral Awards (the New York Convention), which has been in force since 16 January 1995.

Under article I of the New York Convention, Portugal declared on the basis of reciprocity that it will apply the Convention to the recognition and enforcement of awards made only in the territory of another contracting state.

Portugal is also a party to the Convention on the Settlement of Investment Disputes between States and Nationals of other States (the ICSID Convention), the Geneva Convention on Execution of Foreign Arbitral Awards, dated 26 September 1927, and the Inter-American Convention on International Commercial Arbitration, signed in Panama in 1975.

Law stated - 29 January 2026

Bilateral investment treaties

Do bilateral investment treaties exist with other countries?

Yes, currently there are bilateral investment treaties in force between Portugal and the following countries: Albania, Algeria, Angola, Argentina, Bosnia and Herzegovina, Cape Verde, Chile, China, Cuba, Egypt, Gabon, Guinea-Bissau, Jordan, Korea, Kuwait, Libya, Macao, Mauritius, Mexico, Morocco, Mozambique, Pakistan, Paraguay, Peru, Philippines, Qatar, Serbia, Timor-Leste, Tunisia, Turkey, Ukraine, United Arab Emirates, Uruguay, Uzbekistan and Venezuela.

Law stated - 29 January 2026

Domestic arbitration law

What are the primary domestic sources of law relating to domestic and foreign arbitral proceedings, and recognition and enforcement of awards?

The primary domestic source of law relating to domestic and foreign arbitral proceedings and recognition and enforcement of awards is the Voluntary Arbitration Law (Law No. 63/2011, of 14 December). Arbitral proceedings are deemed as foreign (which is different from international) when the place of arbitration is not in Portugal.

Law stated - 29 January 2026

Domestic arbitration and UNCITRAL

**Is your domestic arbitration law based on the UNCITRAL Model Law?
What are the major differences between your domestic arbitration law and the UNCITRAL Model Law?**

Yes, the Portuguese Arbitration Law is largely based on the UNCITRAL Model Law. The major differences between the Portuguese Arbitration Law and the UNCITRAL Model Law are the existence in the Portuguese Arbitration Law of rules on the appointment of arbitrators when there are multiple claimants or respondents, rules regarding third-party joinder and a default 12-month time limit, which may be extended, for issuing the award from the date of acceptance of the last arbitrator.

Law stated - 29 January 2026

Mandatory provisions

What are the mandatory domestic arbitration law provisions on procedure from which parties may not deviate?

The following rules on procedure may not be changed by the parties: (1) the respondent is summoned to defend themselves; (2) the parties are treated equally and must be given a reasonable opportunity to assert their rights, in writing or orally, before the final judgment is handed down; and (3) at all stages of the proceedings, the adversarial principle is guaranteed, except for the exceptions provided for in this law.

Other mandatory rules:

- The arbitral tribunal may order that any document be accompanied by a translation into the language or languages agreed upon by the parties or chosen by the arbitral tribunal.
- The respondent may file a counterclaim, provided that its subject matter is covered by the arbitration agreement.
- The parties shall be notified, sufficiently in advance, of any hearings and other meetings convened by the arbitral tribunal for the purpose of taking evidence.
- All written submissions, documents or information provided by one party to the arbitral tribunal shall be communicated to the other party. Any expert report or documentary evidence that may serve as a basis for the tribunal's decision shall also be communicated to the parties.

Law stated - 29 January 2026

Substantive law

Is there any rule in your domestic arbitration law that provides the arbitral tribunal with guidance as to which substantive law to apply to the merits of the dispute?

Yes, there is a set of rules in this regard applicable to international arbitrations (ie, arbitrations in which international trade interests are at stake). Pursuant to these rules, unless they have authorised the arbitrators to decide *ex aequo et bono*, the parties may choose the rules of law to be applied by the arbitrators. The designation of the applicable law shall be construed, unless otherwise expressly agreed, as directly referring to the substantive law of the state. If the parties fail to make such designation, the arbitral tribunal shall apply the law of the state to which the subject matter of the dispute has the closest connection. While determining the applicable substantive law, the arbitral tribunal shall take into account the terms of the contract and the relevant usages of trade.

Law stated - 29 January 2026

Arbitral institutions

What are the most prominent arbitral institutions situated in your jurisdiction?

The leading arbitral institution in Portugal is the [Commercial Arbitration Centre of the Portuguese Chamber of Commerce and Industry](#) (CAC-CCIP), located at Rua das Portas de Santo Antão, No. 89, 1169-022 Lisbon.

Other relevant arbitral institutions are the [Commercial Arbitration Institute of Oporto](#), located at Palácio da Bolsa, Rua Ferreira Borges 4050-253 and the [Centre for Conciliation, Mediation of Disputes and Arbitration of Concórdia](#) – Concórdia Centre, located at Rua Rodrigo da Fonseca, 149 - 3º Dto. 1070-242 Lisboa.

Although other factors may also be taken into account, in arbitrations pending at these institutions, fees are mainly calculated on the basis of the amount in dispute.

Law stated - 29 January 2026

ARBITRATION AGREEMENT

Arbitrability

Are there any types of disputes that are not arbitrable?

Yes. Disputes concerning monetary interests (ie, interests that can be assessed in monetary terms) may be resolved by arbitration. Disputes involving non-monetary interests may only be resolved by arbitration if the parties are allowed to reach a settlement agreement on the disputed right. This means that disputes involving non-monetary interests that may not be settled are not arbitrable. For example, disputes relating to family rights, such as those arising from filiation or adoption, are not arbitrable.

Furthermore, the Law also provides for the possibility of disputes being expressly submitted, by a special law, to state courts or to compulsory arbitration. In this regard, examples include criminal law matters and insolvency proceedings, which are subject to the exclusive jurisdiction of state courts.

Disputes on IP, antitrust, competition law, securities transactions and intra-company disputes are, unless in certain cases, arbitrable.

Law stated - 29 January 2026

Requirements

What formal and other requirements exist for an arbitration agreement?

The arbitration agreement must be entered into in writing.

The written form requirement is met when the agreement consists of a written document signed by the parties, an exchange of letters, telegrams, faxes or other means of telecommunication for which there is written proof, including electronic means of communication. The arbitration agreement does not need to be signed by the parties, and its authorship may be demonstrated by other means of proof.

The written form is also complied with if the arbitration agreement is recorded on electronic, magnetic, optical or other media offering the same guarantees of reliability, intelligibility and preservation. A reference in a contract to a document containing an arbitration clause is also valid as an arbitration agreement if the contract is in writing and the reference is made in such a way as to make that clause an integral part thereof.

Finally, the written form requirement is met when there is an exchange of a claim and a response in arbitration proceedings, where the existence of an arbitration agreement is alleged by one party and not denied by the other.

Moreover, in addition to general rules on the validity of agreements, the Portuguese Arbitration Law specifically sets out that a submission agreement (ie, arbitration agreement executed after a specific dispute has arisen) shall determine the subject matter of the dispute, and an arbitration clause (ie, arbitration agreement executed before any dispute arises) shall specify the legal relationship to which the disputes relate to.

Law stated - 29 January 2026

Enforceability

In what circumstances is an arbitration agreement no longer enforceable?

The arbitration agreement is no longer enforceable if the parties agree to revoke it in writing. Furthermore, the parties may agree that the death or extinction of a party entails the expiration of the arbitration agreement. Finally, the Portuguese Insolvency Law sets out that, without prejudice to the applicable international treaties, the effects of an arbitration agreement to which an insolvent entity or person is a party shall be suspended in respect to disputes whose outcome may influence the value of the insolvency estate. However, the aforementioned suspension is not applicable to arbitration proceedings already pending at the time of the insolvency declaration.

According to case law of the higher courts, the supervening financial hardship, without fault, of a party to the arbitration agreement that makes it unable to bear the costs of the arbitration determines that it may bring court proceedings despite the existing arbitration agreement.

Law stated - 29 January 2026

Separability

Are there any provisions on the separability of arbitration agreements from the main agreement?

Yes, the Portuguese Arbitration Law expressly sets out that while assessing the existence, validity or effectiveness of the arbitration agreement or the contract in which it is inserted, or the applicability of the arbitration agreement, to determine its own jurisdiction, the arbitral tribunal shall deem the arbitration clause as an agreement independent from the other clauses of the contract. The Portuguese Arbitration Law also sets out that the award issued by the arbitral tribunal in which the contract is deemed as null and void does not entail, by itself, the nullity of the arbitration clause.

Law stated - 29 January 2026

Third parties – bound by arbitration agreement

In which instances can third parties or non-signatories be bound by an arbitration agreement?

The binding of non-signatories by an arbitration agreement may occur in certain cases, such as through assignment of contractual position, subrogation or a contract for the benefit of a third party.

Law stated - 29 January 2026

Third parties – participation

Does your domestic arbitration law make any provisions with respect to third-party participation in arbitration, such as joinder or third-party notice?

The Portuguese Arbitration Law expressly regulates the intervention of third parties in arbitral proceedings. Only third parties bound by the arbitration agreement on which the proceedings are based may be admitted to intervene in pending arbitral proceedings, whether they have been bound since the conclusion of the agreement or have adhered to it subsequently. Such adhesion requires the consent of all parties to the arbitration agreement and may be given solely for the purposes of the arbitration in question.

Once the arbitral tribunal has been constituted, only a third party who declares acceptance of the tribunal's current composition may be admitted or compelled to intervene; in the case of voluntary intervention, such acceptance is presumed.

The admission of intervention is always subject to a decision of the arbitral tribunal, after hearing the original parties to the arbitration and the third party concerned. The arbitral tribunal should only admit the intervention if it does not unduly disrupt the normal progress of the arbitral proceedings and if there are compelling reasons justifying it, such reasons being deemed to exist, in particular, where (provided there is no manifest inadmissibility of the claim):

- the third party has, in relation to the subject matter of the dispute, an interest equal to that of the claimant or the respondent, such as would initially have allowed voluntary joinder or required mandatory joinder between one of the parties to the arbitration and the third party;
- the third party seeks to bring against the respondent a claim with the same subject matter as that of the claimant, but incompatible with it;
- the respondent, against whom a claim is asserted that may prima facie be characterised as joint and several, seeks to ensure that the other potential joint and several creditors are bound by the final decision rendered in the arbitration; or
- the respondent seeks to call third parties against whom it may have a right of recourse as a consequence of the total or partial success of the claimant's claim.

The intervention of third parties prior to the constitution of the arbitral tribunal may only take place in institutional arbitration and provided that the applicable arbitration rules ensure compliance with the principle of equality of participation of all parties, including members of multi-party groups, in the appointment of arbitrators.

The arbitration agreement may regulate the intervention of third parties in pending arbitrations differently from the regime set out in the Portuguese Arbitration Law, either directly – subject to compliance with the principle of equality of participation of all parties in the appointment of arbitrators – or by reference to the rules of an arbitral institution that allow for such intervention.

Law stated - 29 January 2026

Groups of companies

Do courts and arbitral tribunals in your jurisdiction extend an arbitration agreement to non-signatory parent or subsidiary companies of a signatory company, provided that the non-signatory was somehow involved in the conclusion, performance or termination of the contract in dispute, under the 'group of companies' doctrine?

Portuguese legal doctrine has taken the view that the mere existence of a group of companies is not sufficient to extend an arbitration agreement to a non-signatory company. However, such extension may result from the interpretation of the contract containing the arbitration agreement, as well as from relevant elements of its negotiation and performance, which may reveal a binding effect – albeit tacit – on the non-signatory company.

Law stated - 29 January 2026

Multiparty arbitration agreements

What are the requirements for a valid multiparty arbitration agreement?

There are no specific formal requirements exclusively applicable to multiparty arbitration agreements. The validity of a multiparty arbitration agreement is assessed on the basis of the general requirements applicable to any arbitration agreement, adapted to the multiparty

context. In other words, Portuguese law does not require an express reference to 'multiparty arbitration' for the agreement to be valid, nor does it impose additional formalities beyond those applicable to bilateral arbitration agreements.

Law stated - 29 January 2026

Consolidation

Can an arbitral tribunal in your jurisdiction consolidate separate arbitral proceedings? In which circumstances?

The consolidation (or joinder) of arbitral proceedings is not provided for in the Portuguese Arbitration Law – as is also the case in most legal systems and under the UNCITRAL Model Law. In the absence of such regulation, we take the view that consolidation is only possible where there is a prior agreement of the parties to that effect (either in the arbitration agreement or at a later stage) or where it results from the arbitration rules adopted by the parties. A common solution is to allow consolidation where there is identity of parties or where, although the parties are not the same, they are bound by the same arbitration agreement or by compatible arbitration agreements.

Law stated - 29 January 2026

CONSTITUTION OF ARBITRAL TRIBUNAL

Eligibility of arbitrators

Are there any restrictions as to who may act as an arbitrator? Would any contractually stipulated requirement for arbitrators based on nationality, religion or gender be recognised by the courts in your jurisdiction?

An arbitrator must be a natural person with full legal capacity, independent and impartial – those are the only statutory requirements.

The parties may agree on specific qualifications or characteristics for arbitrators (such as professional experience, language skills or expertise in a given field). Portuguese courts generally respect such contractual stipulations as an expression of party autonomy.

As a matter of statutory rule, nationality alone cannot disqualify someone from being appointed as an arbitrator, subject to any specific party agreement or procedural rule otherwise agreed. There is no express statutory prohibition against contractual requirements relating to religion or gender, but such requirements would be unlikely to be recognised or enforced by Portuguese courts, as they would conflict with constitutional principles of equality and non-discrimination, as well as with the international public policy of the Portuguese state.

Law stated - 29 January 2026

Background of arbitrators

Who regularly sit as arbitrators in your jurisdiction?

In Portugal, arbitrators are most drawn from a relatively well-defined pool of legal professionals, particularly in international and commercial arbitration. Those who regularly sit as arbitrators include senior lawyers and arbitration practitioners, and university professors.

Law stated - 29 January 2026

Default appointment of arbitrators

Failing prior agreement of the parties, what is the default mechanism for the appointment of arbitrators?

If the parties have not agreed on the appointment mechanism, the arbitral tribunal will, by default, be composed of three arbitrators. Each party appoints one arbitrator, and the two party-appointed arbitrators appoint the presiding arbitrator.

If a party fails to appoint its arbitrator within the applicable time limit, or if the two arbitrators fail to agree on the presiding arbitrator, the appointment is made by the competent state court, at the request of any party. The same applies where the parties have agreed on a sole arbitrator but fail to agree on the individual to be appointed.

In multiparty arbitrations, where several parties are required to jointly appoint an arbitrator and are unable to do so, the state court may intervene to appoint the arbitrator or, if necessary to preserve equality between the parties, the entire arbitral tribunal. The court's role is strictly limited to ensuring the proper constitution of the tribunal, and its decision is not subject to appeal.

Law stated - 29 January 2026

Challenge and replacement of arbitrators

On what grounds and how can an arbitrator be challenged and replaced? Please discuss in particular the grounds for challenge and replacement, and the procedure, including challenge in court. Is there a tendency to apply or seek guidance from the IBA Guidelines on Conflicts of Interest in International Arbitration?

An arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's independence or impartiality, or if the arbitrator does not possess the qualifications agreed by the parties.

In the absence of an agreement between the parties on the process for challenging arbitrators, the party wishing to challenge an arbitrator must set out the grounds for the challenge in writing to the arbitral tribunal within 15 days of the date on which it became aware of the arbitrator's appointment or of the circumstances on which the challenge is based. If the challenged arbitrator does not resign from the role entrusted to them and the party who appointed them insists on keeping them, the arbitral tribunal, with the participation of the arbitrator concerned, shall decide on the challenge.

If the arbitral tribunal rejects the challenge, the party challenging the arbitrator may, within 15 days of being notified of the decision, request that the competent state court make a final determination on the matter.

Replacement is required when a challenge is upheld or when an arbitrator withdraws, is unable to perform the functions of the office or fails to act without undue delay. In such cases, the arbitrator is replaced in accordance with the appointment procedure originally agreed by the parties or, failing agreement, by the default statutory mechanism.

Portuguese courts and arbitral tribunals increasingly look to international standards for guidance, including the IBA Guidelines on Conflicts of Interest in International Arbitration. While the Guidelines are not legally binding, they are frequently referenced as a persuasive benchmark for assessing independence and impartiality.

Law stated - 29 January 2026

Relationship between parties and arbitrators

What is the relationship between parties and arbitrators? Please elaborate on the contractual relationship between parties and arbitrators, neutrality of party-appointed arbitrators, remuneration and expenses of arbitrators.

The relationship between parties and arbitrators is primarily contractual, shaped by party autonomy but limited by the overarching principles of independence, impartiality and the duty to act in good faith.

The arbitrator's mandate is based on contract, created by the parties' agreement to arbitrate and the subsequent appointment of the arbitrator. The appointment is a private contractual relationship, governed by the arbitration agreement, any applicable institutional rules and the Portuguese Arbitration Law.

Even if an arbitrator is appointed by one party, Portuguese law requires that arbitrators remain neutral and independent. Party-appointed arbitrators are not representatives of the appointing party and must not act as such. They must be impartial and disclose any circumstances that could reasonably give rise to doubts about their neutrality. If an arbitrator appointed by a party is perceived as biased, they may be challenged and removed.

In the absence of regulation in the arbitration agreement, the arbitrators' fees, the method of reimbursement of their expenses and the payment by the parties of deposits in respect of those fees and expenses must be the subject of a written agreement between the parties and the arbitrators, concluded before the acceptance of the last arbitrator to be appointed. If there is no agreement, the arbitrators shall decide on these matters, considering the complexity of the issues to be decided, the value of the dispute, and the time spent or to be spent on the arbitral proceedings. In that case, any party may request the competent state court to reduce the amounts of the fees, expenses and deposits fixed by the arbitrators, and that court may, after hearing the members of the arbitral tribunal on the matter, set the amounts it considers appropriate.

Law stated - 29 January 2026

Duties of arbitrators

What are arbitrators' duties of disclosure regarding impartiality and independence throughout the arbitral proceedings?

Arbitrators have a continuing duty to disclose any circumstances that may give rise to justifiable doubts as to their impartiality or independence. This duty applies not only at the time of appointment but throughout the entire arbitral proceedings. Those circumstances include relationships with the parties, counsel, experts or any interest in the dispute, as well as any past or present professional or personal connections that might affect their neutrality.

Portuguese courts and tribunals often refer to international standards (such as the IBA Guidelines on Conflicts of Interest in International Arbitration) as a benchmark for assessing disclosure obligations

Law stated - 29 January 2026

Immunity of arbitrators from liability

To what extent are arbitrators immune from liability for their conduct in the course of the arbitration?

Arbitrators may not be held liable for damages resulting from their decisions, except for those situations in which state judges may be so. And any such liability exists only toward the parties.

However, an arbitrator may be held liable for damages caused: (1) when they unjustifiably withdraw after having accepted the appointment; (2) when they fail, within a reasonable time, to perform the functions entrusted to them; (3) when they unjustifiably obstruct the rendering of the award within the prescribed time limit; or (4) by reason of breach of other duties that constitute a criminal offence or are committed with intent or gross negligence.

Law stated - 29 January 2026

JURISDICTION AND COMPETENCE OF ARBITRAL TRIBUNAL

Court proceedings contrary to arbitration agreements

What is the procedure for disputes over jurisdiction if court proceedings are initiated despite an existing arbitration agreement, and what time limits exist for jurisdictional objections?

Unless it finds that, manifestly, the arbitration agreement is null and void, is or has become ineffective, or is unenforceable, the court shall dismiss the proceedings. The jurisdictional objection must be raised by the defendant prior to or in the first memorial in which the merits of the case are addressed. The time limit may vary depending on the type of proceedings and how the summons is served, but typically it will be a 30-day time limit from the date of service.

In parallel, arbitration proceedings may be initiated or proceed, and an award may be issued in the arbitration proceedings while the jurisdiction objection is being discussed in the court proceedings.

Law stated - 29 January 2026

Jurisdiction of arbitral tribunal

What is the procedure for disputes over jurisdiction of the arbitral tribunal once arbitral proceedings have been initiated, and what time limits exist for jurisdictional objections?

The arbitral tribunal has jurisdiction to assess its own jurisdiction. However, decisions on jurisdiction are reviewable by courts.

A jurisdictional objection must be raised by the respondent prior to or in (or together with) the first memorial in which the merits of the case are addressed. The fact that a party designates or participates in the designation of an arbitrator does not preclude it from raising jurisdictional objections. If a party believes that, in the course of the arbitration proceedings, the arbitral tribunal exceeded or may exceed its jurisdiction, the jurisdictional objection shall be raised immediately. Under exceptional circumstances, the arbitral tribunal may admit jurisdictional objections raised after the aforementioned time limits if it finds that the breach of those time limits was justified.

Law stated - 29 January 2026

Distinction between admissibility and jurisdiction of tribunal

Is there a distinction between challenges as to the admissibility of a claim and as to the jurisdiction of the tribunal?

Yes. Challenges as to the jurisdiction of the tribunal must be made by the respondent prior to or in (or together with) the first memorial in which the merits of the case are addressed, whereas there is no specific rule on the time limit to challenge the admissibility of a claim. Moreover, decisions on jurisdiction are reviewable by courts, whereas decisions on the admissibility of a claim are, unless otherwise agreed by the parties, final and binding.

Law stated - 29 January 2026

ARBITRAL PROCEEDINGS

Place and language of arbitration, and choice of law

Failing prior agreement of the parties, what is the default mechanism for the place of arbitration and the language of the arbitral proceedings? How is the substantive law of the dispute determined?

Failing prior agreement of the parties, the place of arbitration is determined by the arbitral tribunal taking into account the circumstances of the case, including the convenience of the parties.

As to the language of the arbitral proceedings, failing prior agreement of the parties, the language (or languages) is determined by the arbitral tribunal.

As to the determination of the substantive law of the dispute, the Portuguese Arbitration Law contains a set of rules in this regard applicable to international arbitrations (ie, arbitrations in which international trade interests are at stake). Pursuant to those rules, where the parties fail to designate the substantive law applicable to the case, the arbitral tribunal shall apply the law of the state to which the subject matter of the dispute has the closest connection.

Law stated - 29 January 2026

Commencement of arbitration

How are arbitral proceedings initiated?

Unless otherwise agreed by the parties, arbitral proceedings are initiated on the date on which a request for the dispute to be referred to arbitration is received by the respondent. This request shall also address the appointment of arbitrator(s).

Under the rules of arbitration of the Commercial Arbitration Centre of the Portuguese Chamber of Commerce and Industry, the request for arbitration shall be sent to the Secretariat of the Arbitration Centre, attaching the arbitration agreement or proposal submitted to the other party for such agreement. In the request for arbitration, the claimant shall identify the parties, indicating their addresses and, if possible, email addresses, briefly describe the dispute, indicate the claim and value of the relief sought, even if estimated, if applicable appoint the arbitrator that the party has the right to appoint, and give any other details relating the constitution of the arbitral tribunal, and state any other circumstances it considers relevant. The request for arbitration may be filed by any means which provide proof of receipt, namely by registered letter, delivery against receipt, facsimile, email or any other equivalent electronic method.

In this regard, the rules of arbitration of Commercial Arbitration Institute of Oporto and of Centre for Conciliation, Mediation of Disputes and Arbitration of Concórdia – Concórdia Centre are very similar to the rules of arbitration of the Commercial Arbitration Centre of the Portuguese Chamber of Commerce and Industry.

The rules are different where rules of fast arbitration or on emergency arbitrator apply.

Law stated - 29 January 2026

Hearing

Is a hearing required and what rules apply?

Unless otherwise agreed by the parties, the arbitral tribunal decides whether hearings for the taking of evidence (or for other purposes) shall take place, although it has the duty to carry out one or more hearings for the taking of evidence at the request of one of the parties.

As to the rules applicable to hearings, the Portuguese Arbitration Law sets out that the parties must be notified with sufficient advance notice of any hearings or other meetings convened by the arbitral tribunal for the taking of evidence, that if a party fails to attend a hearing, the arbitral tribunal may carry on with the proceedings and issue the award based on the evidence presented, and that, unless otherwise agreed by the parties, at the parties' request

or by decision of the arbitral tribunal, experts, following filing their report, participate in a hearing to be questioned by the arbitral tribunal and by the parties.

The remaining rules on hearings may be agreed upon by the parties or, in the absence of such agreement, determined by the arbitral tribunal.

Law stated - 29 January 2026

Evidence

By what rules is the arbitral tribunal bound in establishing the facts of the case? What types of evidence are admitted and how is the taking of evidence conducted?

Unless otherwise agreed by the parties, the arbitral tribunal may determine the admissibility, pertinence and weight of any evidence produced or to be produced.

It is usual that written witness statements are filed by the parties, which may then be subject to oral cross-examination. Parties or party officers may also testify.

Typically, the majority of the facts alleged by the parties are proved through documentary evidence. It is very common that the arbitral tribunal sets out time limits for the filing of requests to produce documents, which are usually made by the parties.

In regard to expert evidence, party-appointed experts are generally admitted. That said, it is not uncommon that there are tribunal-appointed experts, which may be appointed by the arbitral tribunal at the request of one of the parties or by its own initiative.

Finally, it is worth mentioning that there is tendency to seek guidance from the IBA Rules on the Taking of Evidence in International Arbitration.

Law stated - 29 January 2026

Court involvement

In what instances can the arbitral tribunal request assistance from a court, and in what instances may courts intervene?

The Portuguese Arbitration Law sets out that, in the matters regulated therein, courts may only intervene in the cases described in the aforementioned Law.

Pursuant to the Portuguese Arbitration Law, courts may intervene in:

- the appointment of arbitrators when the parties, the co-arbitrators or the appointing authority fail to appoint an arbitrator within the applicable time limit;
- challenges and requests for the termination of the mandate of arbitrators;
- requests for reduction of fees and expenses charged by the arbitrators;
- requests for the review of the arbitral tribunal's decision affirming its jurisdiction;
- interim measures;
-

the appeal of awards (only when the parties agree that the award is subject to appeal to courts, which is not admissible in international arbitrations);

- requests to set aside awards;
- the enforcement of decisions issued by the arbitral tribunal;
- assistance in the taking of evidence, when the evidence to be produced depends on the will of a party or a third party who refuses to cooperate; and
- the recognition and enforcement of foreign awards.

In all of these situations, the intervention of the arbitral tribunal depends on the parties' initiative.

Law stated - 29 January 2026

Confidentiality

Is confidentiality ensured?

Yes. Without prejudice to the parties' right to disclose the procedural acts necessary to the exercise of their rights and to the legal duties to inform or reveal procedural acts to the competent authorities, the arbitrators, the parties and arbitral institutions have the duty to maintain confidentiality regarding all information and documents they become aware of through the arbitration proceedings.

That said, the publication of awards and other decisions of the arbitral tribunal with the identification of the parties redacted is allowed, unless any of the parties object to it.

Finally, there are specific rules concerning arbitrations involving the state or state entities, which set out that, under certain circumstances, there are restrictions on the confidentiality of the proceedings.

Law stated - 29 January 2026

INTERIM MEASURES AND SANCTIONING POWERS

Interim measures by the courts

What interim measures may be ordered by courts before and after arbitration proceedings have been initiated?

Courts may order interim measures dependent on arbitration proceedings in the same terms as they may do so in relation to proceedings before courts.

Furthermore, there is no distinction between the interim measures that may be ordered by courts before and after the arbitration proceedings have been initiated.

The Portuguese Arbitration Law does not contain any restrictions on the interim measures that may be ordered by courts.

Law stated - 29 January 2026

Interim measures by an emergency arbitrator

Does your domestic arbitration law or do the rules of the domestic arbitration institutions mentioned above provide for an emergency arbitrator prior to the constitution of the arbitral tribunal?

The Portuguese Arbitration Law does not contain any rules on emergency arbitrators.

The rules of arbitration of the Commercial Arbitration Centre of the Portuguese Chamber of Commerce and Industry, the Commercial Arbitration Institute of Oporto and the Centre for Conciliation, Mediation of Disputes and Arbitration of Concórdia – Concórdia Centre provide for an emergency arbitrator prior to the constitution of the arbitral tribunal.

Law stated - 29 January 2026

Interim measures by the arbitral tribunal

What interim measures may the arbitral tribunal order after it is constituted? In which instances can security for costs be ordered by an arbitral tribunal?

After it is constituted, the arbitral tribunal may grant interim measures ordering a party to:

- maintain or restore the situation that existed previously while the dispute is being settled;
- take actions to prevent or refrain from taking actions that are likely to cause damage or harm in relation to the arbitration proceedings;
- ensure the preservation of assets on which a subsequent award may be enforced; or
- preserve evidence that may be relevant and important for the resolution of the dispute.

An interim measure issued by an arbitral tribunal shall be binding on the parties and, unless otherwise provided by the arbitral tribunal, shall be enforced upon application to the competent state court. The party who is seeking or has obtained recognition or enforcement of an interim measure shall promptly inform the state court of any termination, suspension or modification of that interim measure by the arbitral tribunal that has granted it. The state court where recognition or enforcement of the measure is sought may, if it considers it proper, order the requesting party to provide appropriate security if the arbitral tribunal has not already made a determination with respect to security or where such a decision is necessary to protect the rights of third parties. The state court may also, under certain circumstances, refuse recognition or enforcement of an interim measure.

In most cases, parties choose to file requests for interim measures before courts.

The Portuguese Arbitration Law does not contain any specific rules on security for costs. In the absence of specific rules in this regard, there is not a consensus among Portuguese scholars and practitioners on whether arbitral tribunals may order security for costs.

If admissible, a security for costs may be ordered if (1) there is a serious likelihood that the party requesting it will be recognised as having the right to compensation of the costs it will

incur in the proceedings, (2) there is a well-founded fear that, in the absence of the security for costs, those costs will not be reimbursed, and (3) the harm inherent to the security of costs does not considerably exceed the damage that the party requesting it intends to prevent.

Law stated - 29 January 2026

Sanctioning powers of the arbitral tribunal

Pursuant to your domestic arbitration law or the rules of the domestic arbitration institutions mentioned above, is the arbitral tribunal competent to order sanctions against parties or their counsel who use 'guerrilla tactics' in arbitration? May counsel be subject to sanctions by the arbitral tribunal or domestic arbitral institutions?

Pursuant to the Portuguese Arbitration Law, unless otherwise agreed by the parties, the arbitral tribunal is not competent to order sanctions against parties nor their counsel, neither for the use of 'guerrilla tactics' nor for other reasons. The arbitral tribunal may, however, take into account the parties' conduct during the proceedings in its decision on the allocation of costs.

Likewise, the rules of the Commercial Arbitration Centre of the Portuguese Chamber of Commerce and Industry, the Commercial Arbitration Institute of Oporto and the Centre for Conciliation, Mediation of Disputes and Arbitration of Concórdia – Concórdia Centre do not provide for the possibility of the arbitral tribunal or the arbitral institution ordering sanctions against parties or their counsel.

Law stated - 29 January 2026

AWARDS

Decisions by the arbitral tribunal

Failing party agreement, is it sufficient if decisions by the arbitral tribunal are made by a majority of all its members or is a unanimous vote required? What are the consequences for the award if an arbitrator dissents?

In arbitral proceedings with more than one arbitrator, any decision of the arbitral tribunal is taken by a majority of its members. If a majority cannot be formed, the award shall be rendered by the president of the tribunal.

Matters relating to the organisation, conduct or procedural management of the proceedings may be decided solely by the presiding arbitrator, provided that the parties or the other members of the arbitral tribunal have authorised them to do so.

The existence of a dissent does not affect the validity or enforceability of the award.

Law stated - 29 January 2026

Dissenting opinions

| How does your domestic arbitration law deal with dissenting opinions?

The Portuguese Arbitration Law does not contain an express statutory provision granting a formal right to issue a dissenting opinion.

Typically, the dissenting arbitrator expresses disagreement by issuing a separate opinion, which is usually attached to the award. However, the award remains valid and enforceable as long as it is signed by the majority of the tribunal (or by the president, if a majority cannot be formed). The dissenting arbitrator is not required to sign the award, and their dissent does not prevent the tribunal from deciding the case.

Law stated - 29 January 2026

| Form and content requirements

| What form and content requirements exist for an award?

For an award to be valid and enforceable, it must (1) be set out in writing, (2) be signed by the arbitrator or arbitrators, and (3) be reasoned, unless the parties have waived this requirement or the award is a homologation of a settlement.

The award must also state the date on which it was rendered, the seat of the arbitration and, unless the parties have agreed otherwise, the allocation between the parties of the costs directly resulting from the arbitral proceedings.

Law stated - 29 January 2026

| Time limit for award

| Does the award have to be rendered within a certain time limit under your domestic arbitration law or under the rules of the domestic arbitration institutions mentioned above?

Under the Portuguese Arbitration Law, the arbitral tribunal must notify the parties of the award within a period of 12 months from the date of acceptance of the last arbitrator, unless the parties, before the acceptance of the first arbitrator, have agreed on a different time limit.

The time limit for rendering the award may be freely extended by agreement of the parties or, alternatively, by decision of the arbitral tribunal, once or more times, for successive periods of 12 months, provided that such extensions are duly reasoned. However, the parties may, by mutual agreement, oppose the extension.

Law stated - 29 January 2026

| Date of award

| For what time limits is the date of the award decisive and for what time limits is the date of delivery of the award decisive?

The date of delivery of the award – the date on which the award is formally communicated to the parties – is the decisive date for time limits, such as the ones for requesting the

correction, clarification or completion of the award and for filing an annulment action, as well as for the time limit to render the award.

Law stated - 29 January 2026

Types of awards

What types of awards are possible and what types of relief may the arbitral tribunal grant?

The arbitral tribunal may issue several types of awards and grant relief similar to that available in state courts, within the limits of the arbitration agreement and arbitrability. However, because arbitral tribunals lack *ius imperii* (the coercive power of the state), they do not have direct enforcement powers. Enforcement of the award must therefore be pursued through the state courts.

Among the possible types of awards are interim awards, partial awards, consent awards, award on jurisdiction and, of course, the final award.

Except for enforcement powers, the arbitral tribunal may grant relief equivalent to what courts can grant, including declaratory relief, monetary relief, specific performance and injunction-type relief.

Law stated - 29 January 2026

Termination of proceedings

By what other means than an award can proceedings be terminated?

The arbitral proceedings may also be terminated by an order of the arbitral tribunal when certain conditions are met. Specifically, the tribunal must issue an order terminating the proceedings where:

- the claimant withdraws its claim, unless the respondent objects and the tribunal recognises that the respondent has a legitimate interest in obtaining a final resolution of the dispute;
- the parties agree to terminate the proceedings; or
- the arbitral tribunal finds that continuation of the proceedings has for any reason become unnecessary or impossible.

Law stated - 29 January 2026

Cost allocation and recovery

How are the costs of the arbitral proceedings allocated in awards? What costs are recoverable?

Unless the parties have agreed otherwise, the arbitral award must allocate the costs directly resulting from the arbitral proceedings between the parties. In addition, the tribunal may

decide in the award, if it deems it fair and appropriate, that one or some of the parties compensate the other(s) for all or part of the reasonable costs and expenses that they can demonstrate having incurred because of their participation in the arbitration.

The tribunal has discretion to allocate costs in light of the outcome of the dispute and the parties' conduct. In practice, the tribunal may adopt one of the following approaches: (1) loser pays (the default approach in many cases, especially where one party is clearly unsuccessful); (2) proportional allocation (costs allocated according to the relative success of each party); (3) each party bears its own costs (especially where the outcome is mixed or where both parties have behaved appropriately); or (4) allocation based on party conduct (eg, if one party acted in bad faith, caused delays or pursued clearly unmeritorious claims).

The costs directly resulting from the arbitration usually include arbitrators' fees and expenses, administrative or institutional fees, and party costs that the tribunal considers reasonable (eg, legal fees, expert fees or translation costs).

Law stated - 29 January 2026

Interest

May interest be awarded for principal claims and for costs, and at what rate?

Yes. Under Portuguese law, interest may be awarded for both principal claims and costs, but the applicable rate depends on the nature of the claim and the parties' agreement.

Law stated - 29 January 2026

PROCEEDINGS SUBSEQUENT TO ISSUANCE OF AWARD

Interpretation and correction of awards

Does the arbitral tribunal have the power to correct or interpret an award on its own or at the parties' initiative? What time limits apply?

Yes. Unless the parties have agreed on a different time limit for this purpose, within 30 days of the receipt of the notification of the arbitral award, either party may, upon notifying the other party, request the arbitral tribunal to correct in the text of the award any miscalculation, material or typographical error, or any other error of a similar nature.

Within the same time limit, either party may, upon notifying the other party, request the arbitral tribunal to clarify any obscurity or ambiguity in the award or its reasoning.

If the arbitral tribunal considers the request justified, it shall make the correction or clarification within 30 days of receiving it.

The arbitral tribunal may also, of its own initiative, make corrections within 30 days of the date of notification of the award.

Law stated - 29 January 2026

Challenge of awards

How and on what grounds can awards be challenged and set aside?

An arbitral award may be challenged either by means of an appeal or by an annulment action.

An arbitral award may only be subject to appeal (on the merits) to the competent state court if the parties have expressly provided for such a possibility in the arbitration agreement and provided that the dispute has not been decided *ex aequo et bono* or by *amiable composition*. In international arbitrations, the parties may only provide for the possibility of appeal to a different arbitral tribunal (not to courts).

An arbitral award may only be annulled by the competent state court if:

- the party requesting annulment demonstrates that:
 - one of the parties to the arbitration agreement was affected by incapacity; or that the agreement is not valid under the law to which the parties subjected it or, in the absence of any indication to that effect, under this law;
 - there was a violation in the proceedings of any of the fundamental principles of adversarial proceedings and equality with decisive influence on the resolution of the dispute;
 - the award deals with a dispute not covered by the arbitration agreement or contains decisions that exceed its scope;
 - the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the parties' agreement, unless that agreement is contrary to a provision of this law that the parties may not derogate from or, in the absence of such agreement, was not in accordance with this law and, in either case, such non-compliance had decisive influence on the resolution of the dispute;
 - the arbitral tribunal awarded a sum in excess of or different from the claim, decided issues that it could not have decided or failed to decide issues that it should have decided;
 - the award was not set out in writing, is not signed, or is not reasoned when it should be; or
 - the award was notified to the parties after the maximum time limit for notification had expired; or
- the court finds that the:
 - subject matter of the dispute is not capable of being resolved by arbitration under Portuguese law; or
 - content of the award violates the principles of international public policy of the Portuguese state.

Law stated - 29 January 2026

Levels of appeal

How many levels of appeal are there? How long does it generally take until a challenge is decided at each level? Approximately what costs are incurred at each level? How are costs apportioned among the parties?

Arbitral awards are generally not appealable on the merits. When there is a possibility to appeal, there are typically two levels of appeal (Court of Appeal and Supreme Court of Justice). In exceptional cases involving constitutional rights, an appeal to the Constitutional Court may be possible, but this is very rare in practice. In civil and commercial matters, the Courts of Appeal usually take between six and nine months to decide, and the Supreme Court of Justice between three and six months. The amount of court fees varies according to the value of the claim: up to €275,000, the amount of court fees varies between €51 and €816; in addition to the €275,000 threshold, the court fee increases, at the end, by €153 for every €25,000 or fraction thereof. The general rule in Portuguese civil procedure is that costs follow the event (the losing party bears costs).

The annulment action must be brought before the Court of Appeal with jurisdiction over the place of arbitration. The Court of Appeal's decision may be appealed before the Supreme Court of Justice in limited cases, under the rules of Portuguese civil procedure. The time and cost estimation above applies.

Law stated - 29 January 2026

Recognition and enforcement

What requirements exist for recognition and enforcement of domestic and foreign awards, what grounds exist for refusing recognition and enforcement, and what is the procedure?

An arbitral award rendered in Portugal is enforceable in the same terms as a judgment rendered by a state court, which means no leave for enforcement is required. The enforcement of a domestic arbitral award takes place in the state court of first instance that is competent under the applicable procedural law rules. The party seeking enforcement of the award must provide the original award or a certified copy, and, if it is not drafted in Portuguese, a certified translation into Portuguese. The party against whom the enforcement of the arbitral award is requested may oppose it on any of the grounds of the annulment of the award, provided that an application for the setting aside of the award on the same grounds has not been previously rejected by a final and binding judgment.

The main multilateral convention governing the recognition and enforcement of foreign arbitral awards presently in force in Portugal is the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (the New York Convention). The grounds for refusing recognition and enforcement provided for in the New York Convention thus apply. The competent court to recognise a foreign arbitral award is the Court of Appeal and the enforcement of the award takes place before the court of first instance, all under the applicable procedural law rules.

When no international conventions ratified by Portugal apply, the procedure for the recognition of foreign arbitral awards comprises the following main steps:

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the party seeking recognition of a foreign arbitral award must supply the duly authenticated original award or a duly certified copy thereof, as well as the original of the arbitration agreement or a duly authenticated copy thereof;

- if the award or the agreement is not made in Portuguese, the party that seeks recognition shall supply a duly certified translation thereof into this language;
- after the application for recognition, accompanied by the abovementioned documents, is made, the opposing party shall be summoned to present its opposition, within 15 days;
- after the written pleadings and the procedural steps deemed indispensable by the reporting judge are taken, access to the file is granted to the parties and to the public prosecutor, for 15 days, for the purpose of presenting closing arguments;
- the hearing is conducted in accordance with the rules applicable to appeals.

Refusal of enforcement may only occur if the party against whom the award is invoked furnishes proof that:

- a party to the arbitration agreement was under some incapacity or the 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;
- the party against whom the award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present its case;
- the award deals with a dispute not contemplated by the arbitration agreement or contains decisions on matters beyond the scope of the arbitration agreement;
- the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or
- the award has not yet become binding on the parties or has been set aside or suspended by a court of the country in which, or under the law of which, that award was made.

Recognition may further be refused if the court finds that: (1) the subject matter of the dispute is not capable of settlement by arbitration under Portuguese law; or (2) the recognition or enforcement of the award would lead to a result clearly incompatible with the international public policy of the Portuguese state.

Law stated - 29 January 2026

Time limits for enforcement of arbitral awards

Is there a limitation period for the enforcement of arbitral awards?

No.

Law stated - 29 January 2026

Enforcement of foreign awards

What is the attitude of domestic courts to the enforcement of foreign awards set aside by the courts at the place of arbitration?

Portuguese court decisions on the recognition and enforcement of awards demonstrate a strong concern to rigorously observe the provisions of the New York Convention. Under the New York Convention and the Portuguese Arbitration Law, an award that has been annulled by the courts of the seat of arbitration cannot be enforced in Portugal.

Law stated - 29 January 2026

Enforcement of orders by emergency arbitrators

Does your domestic arbitration legislation, case law or the rules of domestic arbitration institutions provide for the enforcement of orders by emergency arbitrators?

No. There is no provision for specific enforcement of orders by emergency arbitrators.

Law stated - 29 January 2026

Cost of enforcement

What costs are incurred in enforcing awards?

Enforcing an arbitral award in Portugal is done through the state courts, so the costs incurred are largely those of judicial enforcement. The costs – mainly court fees and the enforcement officer's fees – depend on the value of the claim.

Law stated - 29 January 2026

OTHER

Influence of legal traditions on arbitrators

What dominant features of your judicial system might exert an influence on an arbitrator from your jurisdiction?

Portugal is a civil law jurisdiction, and Portuguese law does not provide for a discovery phase in judicial proceedings. Therefore, it is likely that a Portuguese arbitrator may show some resistance to extensive requests to produce documents.

Although written witness statements are not common in court proceedings, it is usual that written witness statements are filed by the parties in arbitral proceedings, which may then be subject to oral cross-examination. Parties or party officers may also testify.

Arbitrators may also mimic the behaviour of judges in courts and endeavour not to reveal any opinions on the case until the award is issued, which may result, for example, in them not

asking questions or making comments on the arguments used by the parties throughout the proceedings.

Law stated - 29 January 2026

Professional or ethical rules

Are specific professional or ethical rules applicable to counsel and arbitrators in international arbitration in your jurisdiction? Does best practice in your jurisdiction reflect (or contradict) the IBA Guidelines on Party Representation in International Arbitration?

There are no specific professional rules applicable to counsel and arbitrators in international arbitration.

There is, however, a Code of Ethics approved by the Portuguese Arbitration Association in 2020, which applies to counsel and arbitrators in both domestic and international arbitration. The Code of Ethics is binding to all members of the Portuguese Arbitration Association and may be adopted by arbitral institutions and by parties and tribunals in any arbitration.

Best practice in Portugal reflects, in general, the IBA Guidelines on Party Representation in International Arbitration. There are, however, exceptions, particularly concerning the remedies that may be used by arbitral tribunals against misconduct of the parties and their counsel.

Pursuant to the IBA Guidelines on Party Representation in International Arbitration, when, after the arbitral tribunal has been constituted, a party hires a representative who creates a conflict of interest, the arbitral tribunal may take measures appropriate to safeguard the integrity of the proceedings, including the exclusion of the new party representative from participating in all or part of the arbitral proceedings. Moreover, when an arbitral tribunal finds that a party representative has committed misconduct, it may, inter alia, take any appropriate measure to preserve the fairness and integrity of the proceedings.

However, in Portugal, the arbitral tribunal is not competent to order sanctions against parties nor their counsel. According to our experience, arbitral tribunals in Portugal do not use the aforementioned remedies against misconduct of the parties and their counsel described in the IBA Guidelines on Party Representation in International Arbitration.

Law stated - 29 January 2026

Third-party funding

Is third-party funding of arbitral claims in your jurisdiction subject to regulatory restrictions?

No.

Law stated - 29 January 2026

Regulation of activities

What particularities exist in your jurisdiction that a foreign practitioner should be aware of?

The Portuguese Arbitration Law does not contain any rules on the representation of parties in arbitration. In view of this lack of regulation, the common understanding is that the parties are not obliged to be represented and may choose to participate in person.

With regard to representation by counsel, there is debate among Portuguese doctrine, especially with regard to international arbitration, as to whether the parties can only be represented by (1) a solicitor registered with the Portuguese Bar Association or by someone who is qualified to practise law in Portugal under Portuguese domestic law or whether, on the contrary, (2) the characteristics of arbitration, namely its international nature, determine a more flexible solution, allowing the parties to be represented by foreign lawyers, without the restrictions resulting from Portuguese domestic law applying.

This is a controversial issue and one that is expected to continue to be the subject of discussion in Portugal.

Law stated - 29 January 2026

UPDATE AND TRENDS

Legislative reform and investment treaty arbitration

Are there any emerging trends or hot topics in arbitration in your country? Is the arbitration law of your jurisdiction currently the subject of legislative reform? Are the rules of the domestic arbitration institutions mentioned above currently being revised? Have any bilateral investment treaties recently been terminated? If so, which ones? Is there any intention to terminate any of these bilateral investment treaties? If so, which ones? What are the main recent decisions in the field of international investment arbitration to which your country was a party? Are there any pending investment arbitration cases in which the country you are reporting about is a party?

Currently, the use of AI in arbitration and the third-party funding of arbitral claims are topics that have been getting the attention of the Portuguese arbitral community. Furthermore, in recent years, there has been an ongoing trend towards the creation of a Portuguese-speaking arbitral community. Portuguese-speaking arbitration associations have emerged, as well as joint publications and events including different Portuguese-speaking jurisdictions, and there are several partnerships between law firms in different Portuguese-speaking countries.

As far as we are aware of, the Portuguese Arbitration Law is not currently the subject of legislative reform nor are the rules of the domestic arbitration institutions mentioned above currently being revised.

Following the *Achmea* ruling, Portugal terminated all bilateral investment treaties with other EU member states.

As far as we are aware of, Portugal does not intend to terminate any of the bilateral investment treaties currently in force.

There are no decisions in the field of international investment arbitration to which Portugal was a party.

Currently, there is one investment arbitration case in which Portugal is a party (*Suffolk (Mauritius) Limited, Mansfield (Mauritius) Limited and Silver Point Mauritius v Portuguese Republic* (ICSID Case No. ARB/22/28)).

Law stated - 29 January 2026