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# International Arbitration 2026

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Global Practice Guides

# International Arbitration

Contributing Editor

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2026

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# POLAND




## Law and Practice

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**Sołtysiński Kawecki & Szlęzak**

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**Sołtysiński Kawecki & Szlęzak**

**Sołtysiński Kawecki & Szlęzak** is one of Poland's leading full-service law firms. With about 200 attorneys, the firm provides legal services in all areas of business activity and is known for its work and innovative approach to complex legal problems. Its litigation and arbitration practice specialises in resolving complex and landmark cases. It is capable of handling large-scale complex disputes in any sector. Additionally, it is often called upon to act in precedent-setting disputes and to handle particularly complex matters. As a result, its lawyers have been involved in several important Supreme Court precedents that have influenced legal practice. Sołtysiński Kawecki & Szlęzak has represented clients before domestic and international arbitration tribunals, as well as European courts under Polish and most international law, whether the arbitration proceedings were seated in Poland or outside the country.

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# 1. General

## 1.1 Prevalence of Arbitration

In Poland, international arbitration is used particularly in commercial cases involving cross-border transactions. International arbitration is chosen for its neutrality, expertise and confidentiality, and for the enforceability of awards under the New York Convention – to which Poland is a party. Despite this, domestic parties in Poland, especially public entities, often still favour litigation before common courts as a means of resolving their disputes.

## 1.2 Key Industries

In Poland, no particular industries have experienced a notable surge in international arbitration activity in recent years. The popularity of arbitration within various sectors has remained relatively stable. There has not been a significant event or development that would cause one industry to stand out from others in terms of choosing arbitration for dispute resolution. This stability suggests that while international arbitration continues to be a viable option, it has not seen any dramatic changes in preference within specific industries. International arbitration is most often used in the context of cross-border transactions giving rise to post-M&A disputes. That said, the growing volume of investment in Poland's renewables sector has led to an increasing number of contracts involving foreign entities. As a result, arbitration agreements are now commonly included in such contracts. As a consequence, a future increase in arbitration cases related to the renewables sector may be anticipated.

## 1.3 Arbitration Institutions

The most prominent and thus popular arbitral institutions in Poland are the Court of Arbitration at the Polish Chamber of Commerce in Warsaw and the Lewiatan Court of Arbitration.

These are the biggest and most popular Polish arbitral institutions, but they are certainly not the only ones. There is also the Court of Arbitration at the Polish Bank Association, which specialises mainly in disputes concerning financial services rendered by banks, the Construction Court of Arbitration at the Association of Engineers, Experts and Advisers in Warsaw, which specialises in construction disputes and in disputes regarding public procurement, and the Court of Arbitration of the Polish Financial Supervision Authority, set up to deal with disputes between financial market participants – in particular those arising from contractual relations between entities subject to the Authority's supervision and recipients of services provided by those entities.

In 2019, the Electronic Arbitration and Mediation Centre at the Association of Notaries of the Republic of Poland in Warsaw (previously named Ultima RATIO), an online arbitration court, was created.

No new arbitral institutions have been established in 2025–26. However, both the Court of Arbitration at the Polish Chamber of Commerce in Warsaw and the Lewiatan Court of Arbitration have adopted new rules, which entered into force on 1 January 2025.

### 1.4 National Courts

In Poland, there are no specific courts designated to hear cases related to arbitration. Pursuant to the Polish Code of Civil Procedure (CPC), common courts have jurisdiction to resolve disputes related to arbitration proceedings – eg, regarding the appointment of arbitrators, assisting with obtaining evidence, the setting aside of an award or enforcement and recognition of the awards. Although not a single designated court, in each particular case it is the common court that would have had jurisdiction to resolve the case, if it had not been covered by the arbitration agreements.

## 2. Governing Legislation

### 2.1 Governing Law

In Poland, international arbitration is governed by the CPC, specifically Part Five, which is dedicated to arbitration. This legislation is largely based on the UNCITRAL Model Law on International Commercial Arbitration and does not diverge from the Model Law in any significant way, ensuring that Poland aligns with internationally recognised standards.

Poland is also a party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards and the European Convention on International Commercial Arbitration.

### 2.2 Changes to National Law

In 2023, the CPC was amended, introducing the conversion of pending litigation to arbitration.

Conversion entails concluding a submission agreement (a compromise) during pending proceedings before a state court and directing the case to arbitration. Court proceedings are discontinued as a result of the conclusion of the submission agreement at the joint request of the parties. The plaintiff will be refunded ¾ of the court fee.

However, the discontinuation of court proceedings does result in the fall of the previously granted interim measures and consequently opens up the possibility of seeking compensation for damage caused by the execution of the interim measures. Therefore, it seems that conversion may be less advantageous for plaintiffs and counterclaimants who have obtained interim measures for a claim before filing a lawsuit or during the course of the proceedings.

The court examines ex officio whether the conclusion of the submission agreement by the parties or the circumstances of the case show that discontinuance of the court proceedings would be contrary to the law or the principles of social co-existence, or would be aimed at circumventing the law – or whether the arbitration agreement is invalid or ineffective. If that is the case, the proceedings are not discontinued.

The limitation period for the claims covered by the arbitration agreement starts anew from the date on which the decision to discontinue the proceedings becomes final.

The converted case cannot go back to litigation. The court dismisses the claim or the application to commence non-litigation proceedings if it relates to a dispute that was the subject of a case discontinued as a result of conversion.

Polish law has never prohibited conversion of court proceedings to arbitration. However, regulations introduced in 2023 explicitly provide for and regulate this process.

## 3. The Arbitration Agreement

### 3.1 Enforceability

According to the CPC, an arbitration agreement must meet the following requirements.

- An arbitration agreement must be made in writing. Requirements concerning the form of an arbitration agreement are also met if such agreement is included in letters exchanged between the parties or statements made by means of remote communication that enable their content to be recorded. Reference in a contract to a document containing a decision to bring a dispute before an arbitration tribunal must comply with the requirements concerning the form of an arbitration agreement if such agreement is made in writing and the reference incorporates that clause into the contract.

- An arbitration agreement must specify the subject matter of the dispute or the legal relationship from which the dispute has arisen or may arise.
- An arbitration agreement concluded with a consumer must indicate that the parties are aware of the effects of that agreement – in particular that the arbitral award, once recognised by a state court, will have the same force as a judgment of a state court.
- An arbitration agreement contained in the articles of association relating to cases involving a challenge to a shareholders' resolution must provide for an obligation to announce the commencement of the proceedings in the manner required for company notices no later than one month after the start of the proceedings.

Moreover, provisions of an arbitration agreement that violate the principle of equality of the parties – in particular provisions that entitle only one party to bring an action before the arbitration – are ineffective.

In some cases, an arbitration agreement cannot cover future disputes but must be entered into in relation to a specific, already-existing dispute. This applies to disputes with consumers and labour disputes.

### 3.2 Arbitrability

Under Polish law, all disputes over material (economic) claims are arbitrable and can be subject to arbitration. The only exception are disputes over child support (alimony), which are not arbitrable and cannot be heard in arbitration.

Disputes over non-material (non-economic) rights are arbitrable only if such non-material right might be a subject of a court settlement – the decisive factor is therefore whether a party can independently dispose of the right to which the dispute relates. For this reason, disputes concerning, inter alia, marital relations, parental authority or civil status are not arbitrable.

Pursuant to the Family Foundation Act of 26 January 2023, an arbitration agreement may also be included in the statutes of a family foundation. The rules governing arbitration agreements contained in companies' articles of association apply accordingly.

### 3.3 National Courts' Approach

The New York Convention and the European Convention, both of which Poland is a party to, play an important role in determining the law governing the arbitration agreement. Pursuant to Article V(1)(a) of the New York Convention, the parties may choose the law governing the validity of arbitration agreement, and if they fail to do so, the validity of the arbitration agreement shall be assessed in accordance with the law of the state in which the arbitral award was made (lex fori). According to Article VI(2) of the European Convention, the law governing the validity of an arbitration agreement is:

- the law chosen by the parties;
- the law of the country where the arbitral award is to be issued – if the parties have not chosen any law; or
- the law determined in accordance with the conflict of law rules applicable in the country of the court hearing the case.

When neither the New York Convention nor the European Convention apply, one must resort to national law, namely Polish Private International Law (PIL). PIL distinguishes between the law applicable to the merits of an arbitration agreement and the law governing the form of the arbitration agreement.

As regards the law governing the merits of the arbitration agreement, PIL indicates that, in the first place, it is the law chosen by the parties that is applicable. If the parties have not chosen the applicable law, the lex fori is applicable. If the parties have chosen neither the applicable law nor the place of arbitration, the arbitration agreement is governed by the law applicable to the legal relationship to which the dispute relates. In such a case, however, it is sufficient that the agreement is effective under the law of the state in which the proceedings take place or the arbitral tribunal has rendered its award.

The form of the arbitration agreement shall be governed by the law of the state of the place of arbitration. However, it is sufficient that the arbitration agreement meets the form requirements of the law applicable to the merits of the arbitration agreement.

### Enforcement of Arbitration Agreements

Polish courts uphold arbitration agreements robustly, reflecting a pro-arbitration stance.

The judiciary's approach aligns with the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, to which Poland is a signatory. Grounds for refusing enforcement are interpreted narrowly, in line with the international standards.

### 3.4 Validity

Polish law applies the rule of separability to arbitration agreements. The CPC expressly provides that invalidity or extinction of the main contract containing the arbitration agreement does not in itself entail invalidity or extinction of the arbitration agreement.

## 4. The Arbitral Tribunal

### 4.1 Limits on Selection

There are a few restrictions concerning the appointment of arbitrators. Firstly, the CPC states that provisions in an arbitration agreement granting one of the parties more powers when appointing an arbitral tribunal are ineffective. Secondly, the arbitrator must be a natural person (an individual) and have full legal capacity. Lastly, the parties may not appoint a state judge as arbitrator, with the exception of retired judges.

### 4.2 Default Procedures

Polish law allows the parties to choose for themselves how arbitrators are to be appointed and gives them wide discretion in this regard.

If the parties agree that the arbitrator is to be appointed by a third party, but this procedure fails and the designated third party does not appoint the arbitrator in a timely manner, then either party can ask the state court to appoint the arbitrator.

However, it is not clear what happens if the parties agree that the arbitrator will be appointed in a different way than by a third party and this procedure fails. While Polish law does not explicitly say what happens in such a situation, two possibilities have been identified by the legal authorities. Firstly, it can be assumed that the arbitration agreement becomes unenforceable. Secondly, it can be assumed that one should apply, per analogiam, the CPC's standard procedure for appointing an arbitrator in the absence of the parties' chosen method of appointment. The latter solution seems more reasonable and thus preferable, but jurisprudence has not yet clearly determined which of these solutions prevails.

The aforesaid difficulties with determining the consequences of the failure of the parties' chosen method of appointment will not emerge if the parties have agreed on the substitute appointment procedure. This can be done expressly or by agreeing that the dispute will be decided in accordance with one of the arbitral institution's arbitration rules, which provide for a substitute appointment procedure.

In the case of multiparty arbitration, Polish law provides that the persons acting jointly on one side of the dispute appoint the arbitrator unanimously, unless the arbitration agreement provides otherwise.

### 4.3 Court Intervention

If the parties do not agree on the method of appointment of the arbitrators, the CPC's standard procedure applies. In the course of this procedure, a party should appoint an arbitrator within one month of the request by the other party to do so. If they fail to comply with this obligation, the other party may request the appointment of an arbitrator by the state court.

When appointing an arbitrator, the state court shall take into account the qualifications that the arbitrator should have pursuant to the agreement of the parties and other circumstances that ensure that an independent and impartial person is appointed as arbitrator. If the court is to appoint either a sole arbitrator or a presiding arbitrator in a dispute between parties from different countries, the court should consider the need to appoint a person not connected with any of those countries.

### 4.4 Challenge and Removal of Arbitrators

The CPC provides for excluding an arbitrator by a common court. If the arbitrator is not excluded by the arbitral tribunal within one month of the party's

request for exclusion, the party can request the court to exclude the arbitrator.

The time limit for submitting the request to the state court is two weeks from the expiry of the one-month period for the exclusion of an arbitrator before the arbitral tribunal.

Any provision in the arbitration agreement that modifies the aforementioned powers of the court is ineffective.

Polish law does not establish an exhaustive catalogue of reasons for the exclusion of an arbitrator. An arbitrator may be excluded when there are circumstances that raise reasonable doubts as to their impartiality or independence, as well as when they lack the qualifications set out in the parties' agreement. The International Bar Association (IBA) Guidelines on Conflicts of Interest in International Arbitration are often relied on when determining whether the "reasonable doubts" standard for exclusion is met.

### 4.5 Arbitrator Requirements

In Poland, arbitrators must maintain independence and impartiality. They are required to submit a written statement of their impartiality and independence upon accepting their role. Throughout the entire arbitration process, the appointed arbitrator must promptly disclose to the parties any circumstances that could raise doubts about their impartiality or independence.

The proper test for verifying whether an arbitrator may be deemed independent and impartial is whether the circumstances related to that arbitrator raise objective, reasonable doubts about the arbitrator's impartiality and independence.

In addition, the parties may contractually agree on the requirements for the qualifications of the arbitrator. If it turns out that the arbitrator does not have such qualifications, the arbitrator may be excluded from hearing the case.

## 5. Jurisdiction

### 5.1 Challenges to Jurisdiction

Polish law applies the principle of competence-competence (*kompetenz-kompetenz*). The CPC explicitly stipulates that the arbitral tribunal may determine its own jurisdiction, including the existence, validity or effectiveness of an arbitration agreement, as well as rule on a party's challenge to jurisdiction.

### 5.2 Circumstances for Court Intervention

The role of common courts in addressing the issues of jurisdiction of an arbitral tribunal is threefold.

Firstly, a court will address the issue of an arbitral tribunal's jurisdiction if a party files a claim to a state court and the respondent asks the court to reject the claim, arguing that the dispute is subject to an arbitration agreement and thus cannot be heard by the state court. The court will reject the claim unless it finds that the arbitration agreement is defective or the tribunal had already declined its jurisdiction.

Secondly, if the arbitral tribunal issues a positive decision on jurisdiction (ie, a decision rejecting the challenge to the tribunal's jurisdiction), either of the parties may challenge such decision by bringing the appeal to the state court. The common courts do not review arbitral tribunals' negative decisions on jurisdiction.

Thirdly, the common court reviews the jurisdiction of an arbitral tribunal in post-arbitral proceedings on the setting-aside, recognition or enforcement of the arbitral award.

### 5.3 Timing of Challenge

If the arbitral tribunal issues a positive decision on jurisdiction (ie, a decision rejecting the challenge to the tribunal's jurisdiction), either of the parties may challenge such decision by bringing the appeal to the state court within two weeks of the arbitral tribunal's decision.

The state court can also address the issue of an arbitral tribunal's jurisdiction in post-arbitral proceedings on the setting-aside, recognition or enforcement of the arbitral award. There is no deadline to file for the recognition or enforcement of an arbitral award. The

party can bring an action before a common court to set aside the award for a period of two months after delivery of the award.

### 5.4 Standard of Judicial Review for Jurisdiction/Admissibility

In general, Polish courts tend to apply the de novo standard of review for questions of jurisdiction, while typically referring to the facts as established by the tribunal. However, the standard of judicial review for questions of jurisdiction has not yet been explicitly determined in Poland.

As for admissibility, Polish law does not explicitly recognise this notion. Some issues that typically fall under the notion of admissibility in other legal systems, like a statute of limitations or compliance with claim notification obligations, are treated as matters of substantive law, and some issues, like failure to comply with pre-arbitration dispute settlement procedures, are dealt with as matters of jurisdiction and contract interpretation.

### 5.5 Breach of Arbitration Agreement

According to the CPC, a breach of a valid, enforceable arbitration agreement leads to rejection of the claim. However, the court does not take it into account ex officio. The defendant must raise an objection regarding the arbitration agreement within a certain time limit – ie, before entering into the dispute on the merits. It is considered that, when a claimant submits a claim covered by an arbitration agreement to a state court and the defendant does not object to the state court hearing the case before entering into a dispute on the merits, both parties agree to hear the dispute in litigation, and there is no breach of arbitration agreement.

### 5.6 Jurisdiction Over Third Parties

Polish law does not explicitly address the issue of jurisdiction over third parties, not being bound by the arbitration agreement with one exception – an arbitration agreement included in the articles of association of a company binds not only the company and its shareholders, but also the company's bodies and managers.

Nevertheless, an arbitration agreement can sometimes bind its non-signatories, especially in cases of different types of legal succession. For example, heirs are bound by arbitration agreements concluded by the deceased, and an acquiring company is bound by arbitration agreements entered into by the acquired company. The same applies to companies created after demerger and arbitration agreements concluded by demerged company, as well as to assignees or acquirers of debt and arbitration agreements concluded by former debtors or creditors.

## 6. Preliminary and Interim Relief

### 6.1 Types of Relief

Under Polish law, the arbitral tribunal has the power to award interim injunctions if it has not been excluded by the parties in the arbitration agreement. The arbitral tribunal, acting at the request of a party who has substantiated the claim, may decide to apply the interim injunctions that it deems appropriate. The interim injunction is only enforceable upon obtaining an enforceability agreement from the common court.

### 6.2 Role of Courts

Under Polish law, the state courts play their part in granting interim relief in arbitral proceedings.

Firstly, a party may always – including prior to the commencement of arbitral proceedings – request a state court to grant interim relief. Polish courts can also grant interim relief in connection with foreign-seated arbitrations. The courts may grant interim relief to secure a claim – eg, by seizing the defendant's accounts or ordering or prohibiting the defendant to behave in a certain way.

Secondly, interim relief granted by an arbitral tribunal can only be enforced after its enforceability is confirmed by a state court.

Polish law does not provide for the institution of an emergency arbitrator.

### 6.3 Security for Costs

Polish law does not explicitly regulate the institution of security for costs. However, under Polish law, unless the parties have agreed otherwise, the arbitral tribunal, at the request of the party who has made the

claim plausible, may decide to apply such security as it deems appropriate in view of the subject matter of the dispute. This means that if the arbitral tribunal deems it appropriate to grant security that will have similar practical effects as security for costs, it may do so.

## 7. Procedure

### 7.1 Governing Rules

Arbitration proceedings in Poland can be governed by two regimes – contractual or statutory.

The statutory regime is applicable in the absence of regulation of the proceedings by the parties to the arbitration agreement. Therefore, it is also possible that a partly contractual and partly statutory regime will apply. Such situation occurs if the parties only regulate certain procedural issues in the arbitration agreement. The statutory regulation is contained in the CPC, Part Five.

The parties may regulate the procedure entirely in the arbitration agreement between them or refer, in the agreement, to the rules of one of the arbitration institutions or the UNCITRAL Arbitration Rules.

### 7.2 Procedural Steps

The arbitration procedure is generally not regulated by mandatory provisions of law. The procedure may be decided by the parties in an agreement, or, in the absence of an agreement, the arbitral tribunal may, as a rule, conduct the proceedings in any manner it deems appropriate.

It is, however, a mandatory part of the arbitration procedure that the parties are notified of the hearing and of meetings of the arbitral tribunal held for the purpose of taking evidence, and each party must be served with all the letters filed by the other party, as well as expert opinions and other written evidence that the arbitral tribunal may take into account in settling the dispute.

Moreover, the parties cannot stipulate that an arbitral award is not subject to recognition or declaration of enforceability by a common court, nor can they exclude the right to request setting aside the award of an arbitral tribunal by a common court.

### 7.3 Powers and Duties of Arbitrators

Polish law imposes several powers and duties upon arbitrators to ensure the fair and efficient conduct of arbitration proceedings. The key powers and duties are as follows.

- Arbitrators must maintain impartiality and independence throughout the arbitration process. They are required to disclose any circumstances that may give rise to doubts as to their impartiality or independence.
- Arbitrators have the authority to rule on their own jurisdiction (*kompetenz-kompetenz*).
- Arbitrators are responsible for managing and conducting arbitration proceedings efficiently. In doing so, they must ensure equal treatment of the parties.
- Arbitrators have the power to award interim injunctions, if this has not been excluded by the parties in the arbitration agreement.

### 7.4 Legal Representatives

Polish law does not provide for the qualification of representatives in arbitration proceedings – in particular, representatives do not have to be legal professionals. However, limitations may be established in the rules of arbitration institutions. For example, the Rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw provide that an employee of this institution and a mediator in the dispute subject to the proceedings cannot be a representative of either of the parties.

## 8. Evidence

### 8.1 Collection and Submission of Evidence

Polish law does not contain any explicit provisions regarding the collection and submission of evidence in arbitration proceedings. Arbitrators typically apply a mix of standards on the taking of evidence from civil law and common law. For example, extensive document production, following the model of document production known in common law jurisdictions, is not popular, but there are cases in which document pro-

duction occurs. Arbitrators then often use the Redfern schedule. As for witnesses, depositions are not used, but written witness statements and cross-examination are. It is common for arbitrators to apply the IBA Rules on the Taking of Evidence.

### 8.2 Rules of Evidence

There are no specific rules of evidence in arbitral proceedings stipulated in Polish law. The CPC provides that the arbitral tribunal may take evidence from witnesses, expert opinions, documents and inspections, as well as any other evidence as necessary.

The only restriction under the law is the prohibition of the arbitral tribunal using coercive measures.

The generally applicable law also does not provide for preclusion of evidence in arbitration proceedings, leaving this issue to the discretion of the parties.

It is common practice in Polish arbitral institutions, as well as for Polish ad-hoc arbitral tribunals, to apply the IBA Rules on the Taking of Evidence.

### 8.3 Powers of Compulsion

Under the CPC, an arbitral tribunal may take any evidence it deems necessary; however, the arbitral tribunal does not have the power of compulsion and cannot take any coercive measures.

The arbitral tribunal may request the assistance of a state court to take evidence or perform any other act that the arbitral tribunal cannot perform.

## 9. Confidentiality

### 9.1 Extent of Confidentiality

Polish law does not explicitly regulate the confidentiality of arbitration. Nevertheless, it is sometimes argued that confidentiality is an inherent feature of arbitration, so arbitration is confidential by nature. To avoid any doubts, the parties may explicitly establish the confidentiality of the proceedings in the arbitration agreement. The rules of procedure before the largest permanent arbitration courts in Poland also provide for confidentiality.

State court proceedings related to arbitration are not confidential, and the hearings are open to the public.

## 10. The Award

### 10.1 Legal Requirements

The CPC stipulates that an arbitral award should be in writing and signed by the arbitrators (if issued by three or more arbitrators, the signatures of the majority of the arbitrators are sufficient).

As for the content of the award, the law stipulates that it must include the reasons for the decision, identify the parties and arbitrators and make reference to the arbitration agreement, as well as the date and place of issue of the award.

The award does not require publication; however, it must be delivered to all parties. The generally applicable law does not regulate the method of delivery, which can be specified by the parties or by the arbitral tribunal.

If the arbitral tribunal consists of more than one arbitrator, its awards shall be made by majority vote unless otherwise agreed by the parties. An arbitrator who voted against the majority position may submit a dissenting opinion, which should be backed up by written reasoning.

### 10.2 Types of Remedies

There are no explicitly established restrictions on the types of remedies that an arbitral tribunal may award. However, it should be noted that during the proceeding to set aside an award, the court examines whether the award is pursuant to the fundamental principles of the legal order of the Republic of Poland. It is therefore possible that some types of remedies – for example, US-style punitive damages – could be challenged on these grounds.

### 10.3 Recovering Interest and Legal Costs

Polish law does not separately regulate the recoverability of interest in arbitration proceedings. Under Polish law, the recoverability of interest – whether in litigation before common courts or in arbitration – is a

matter of substantive law governing the parties' relationship.

If the law applicable to the legal relationship giving rise to the dispute referred to arbitration is Polish law, the interest is recoverable. Interest should be ordered on the awarded monetary claim from the date on which the claim became due. The rate of interest is regulated either in an agreement of the parties (the parties cannot agree on an interest rate higher than the maximum interest set by the legislation), or – in the absence of the parties' agreement – by the pertinent legal acts applicable to the dispute.

Generally, applicable law does not prescribe the rules regarding the costs of the arbitration proceedings. This issue is also left to the discretion of the parties or the arbitral tribunal.

However, according to the rules of the principal arbitration institutions in Poland, while awarding the costs of the proceedings, the arbitral tribunal takes into account the degree of defeat of a losing party and often apply the "costs follow the event" approach.

The costs are settled according to a schedule of costs submitted by the parties, and include the costs of legal representation.

## 11. Review of an Award

### 11.1 Grounds for Appeal

The parties do not have a statutory right to appeal an arbitral award. However, the parties can agree on the right to appeal under an arbitration agreement introducing, for example, two-instance proceedings.

Under the CPC, the parties have the right to bring an action before a common court to set aside an arbitral award. The court shall set aside an award only in enumerated cases. The court sets aside an award if:

- it concerns a dispute that is not arbitrable;
- it is contrary to the fundamental principles of the legal order of the Republic of Poland; or
- it limits consumer protection.

The court may also set aside an award if:

- there was no arbitration agreement;
- the dispute went beyond the scope of the arbitration agreement;
- a party was deprived of the opportunity to defend its rights in the arbitration proceedings – eg, through inadequate notice;
- basic rules of procedure were violated;
- the award was obtained as a result of a criminal offence or through the use of a counterfeit document; or
- there was a final judgment of a common court in the same case.

### 11.2 Excluding/Expanding the Scope of Appeal

The CPC provides the parties with an absolute right to bring an action before a common court to set aside an arbitral award. The right to bring an action may not be limited, excluded or waived – nor can the parties expand the scope of review of an arbitral award by the state court.

### 11.3 Standard of Judicial Review

Under the CPC, common courts reviewing arbitration awards do not examine the merits of the case. The procedure for the recognition, enforcement or setting aside of an award is limited to a formal examination of the content of the award and an examination of whether the correct procedure was followed.

The court refuses to recognise or enforce an award if:

- it concerns a dispute that is not arbitrable;
- it is contrary to the fundamental principles of the legal order of the Republic of Poland; or
- it limits consumer protection.

The above-mentioned conditions are also grounds for setting aside an award, following a party's application.

The court may also set aside an award if:

- there was no arbitration agreement;
- the dispute went beyond the scope of the arbitration agreement;

- a party was deprived of the opportunity to defend its rights in the arbitration proceedings – eg, through inadequate notice;
- basic rules of procedure were violated;
- the award was obtained as a result of a criminal offence or through the use of a counterfeit document; or
- there was a final judgment of a common court in the same case.

Polish law does not provide for any other cases of review of an arbitral award by a common court.

## 12. Enforcement of an Award

### 12.1 New York Convention

The Republic of Poland was one of the first ten signatories to the 1958 New York Convention and ratified the Convention in 1961. The Republic of Poland has signed the Convention, with both reservations provided for in Article I(3) of the Convention.

### 12.2 Enforcement Procedure

An arbitral award has force equal to a judgment of a common court once it has been recognised or declared enforceable by the common court. This applies to all arbitral awards, regardless of the country of issue.

The court of appeal is competent to recognise an arbitral award or declare it enforceable. The procedure takes place at the request of a party to the arbitration and is not time-barred.

To request recognition or enforcement of an arbitral award, the applicant must file a motion with the court, which should be accompanied by the original award, or a copy certified by the arbitral tribunal, as well as the original arbitration agreement or an officially certified copy. If any of these documents are not in Polish, a certified Polish translation must also be provided. Once the motion is served, the opposing party has two weeks to present its position to the court.

Generally speaking, the court refuses to recognise or declare enforceable an award only if:

- it concerned a dispute that is not arbitrable;
- it is contrary to the fundamental principles of the legal order of the Republic of Poland; or
- it limits consumer protection.

However, the requirements for the recognition or enforcement of an arbitral award rendered outside the Republic of Poland are more restrictive. In particular, an arbitral award will not be recognised if it has not yet become binding between the parties, or if it has been set aside or its enforcement has been suspended by a court in the country of issue.

If the award is subject to an ongoing set-aside procedure in the country of the seat or elsewhere, Polish courts can adjourn the enforcement proceedings. Such adjournment is, however, not mandatory and thus is decided on a case-by-case basis.

Once an arbitral award has been recognised or declared enforceable, the same rules apply to its enforcement as to a judgment of a common court. This also applies to the issue of sovereign immunity.

### 12.3 Approach of the Courts

In enforcement proceedings and setting-aside proceedings, Polish courts are far more likely to rule in favour of upholding an arbitral award. Situations in which courts refuse enforcement or set aside an arbitral award are in the minority.

The most common basis for refusing enforcement or setting aside an arbitral award is the public policy clause, understood as the domestic public policy clause. The basic principles of the legal order in force in Poland, constituting the domestic public policy, are the fundamental constitutional principles and the supreme principles governing individual areas of substantive and procedural law. There is no predetermined catalogue of such principles – such a catalogue is shaped by the Polish courts' jurisprudence on a case-by-case basis.

## 13. Miscellaneous

### 13.1 Class Action or Group Arbitration

In principle, there is no class action arbitration or group arbitration in Poland. However, there is an exception with respect to social arbitration in labour matters in the Collective Disputes Settlement Act, which provides for group arbitration. In such disputes, the trade union representing the interests of the employees acts as a party. The dispute is adjudicated by a dedicated institution, the College of Social Arbitration, at the district courts.

### 13.2 Ethical Codes

There is no generally applicable code of ethical conduct for arbitrators or counsel in arbitration. Such codes are instead formulated by the most important arbitration institutions – eg, the Code of Ethics for Arbitrators of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw or the Code of Ethics for Arbitrators of the Lewiatan Court of Arbitration.

In 2019, the Polish Arbitration Association prepared an Arbitrator's Pledge, which reflects good practices in the management of arbitral proceedings. These are the minimum requirements to be met by the arbitrators to handle proceedings efficiently and effectively. The principles set out in this document do not prejudice further-reaching requirements that can arise from the rules of arbitration courts.

Additionally, if the counsel in arbitration are professional counsel – ie, advocates (*adwokats*) or attorneys-in-law (*radca prawny*), they are bound by their professional codes of conduct.

### 13.3 Third-Party Funding

There are no regulations in the CPC concerning third-party funders.

However, in the new arbitration rules of Poland's most prominent arbitral institution, namely the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, information duties regarding third-party funding have been imposed on the parties. Consequently, from January 2025, parties involved in PCC arbitration are required to disclose the identities of their third-party funders in arbitration proceedings.

### 13.4 Consolidation

Under the CPC, when an arbitration agreement is included in the company's articles of association, the arbitration tribunal before which the case regarding a particular resolution of the shareholders' meeting was first brought shall have jurisdiction over all disputes concerning a given resolution.

Other than that, Polish law does not provide any rules for the consolidation of arbitration proceedings, so there are no restrictions in this respect either.

### 13.5 Binding of Third Parties

Polish law applies the principle of separateness and independence of legal entities. Thus, as a general rule, an arbitration agreement will not bind third parties. However, a third party may be bound by an arbitration agreement in the case of assignment of a contract, general succession or acquisition of an enterprise. Moreover, there are special rules pertaining to an arbitration agreement included in the articles of association of a company that allow extension of the arbitration agreement to the company and any subsequent shareholders, as well as to the bodies of the company and members thereof. Similar rules also apply to family foundations.

# Trends and Developments

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**Sołtysiński Kawecki & Szlęzak**

**Sołtysiński Kawecki & Szlęzak** is one of Poland's leading full-service law firms. With about 200 attorneys, the firm provides legal services in all areas of business activity and is known for its work and innovative approach to complex legal problems. Its litigation and arbitration practice specialises in resolving complex and landmark cases. It is capable of handling large-scale complex disputes in any sector. Additionally, it is often called upon to act in precedent-setting disputes and to handle particularly complex matters. As a result, its lawyers have been involved in several important Supreme Court precedents that have influenced legal practice. Sołtysiński Kawecki & Szlęzak has represented clients before domestic and international arbitration tribunals, as well as European courts under Polish and most international law, whether the arbitration proceedings were seated in Poland or outside the country.

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**Katarzyna Paczuska-Tokarska** joined Sołtysiński Kawecki & Szlęzak in 2006 and has since provided invaluable counsel to clients across the entire spectrum of legal disputes. Promoted to the position of partner in 2020, Katarzyna has gained experience in handling complex court, administrative and arbitration cases. Her primary focus lies in infrastructure disputes involving state-owned companies and complex construction-related matters governed by FIDIC rules. She also has extensive experience in real estate and post-M&A disputes. Katarzyna also serves as an arbitrator in domestic arbitrations under the Court of Arbitration at the Polish Chamber of Commerce (SA KIG) and the Lewiatan Court of Arbitration.



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This article examines key trends in Polish international arbitration, offering insights for businesses in or entering Poland. It covers recent revisions to the rules of major Polish arbitration institutions.

### Revisions to the Arbitration Rules of Leading Polish Arbitration Institutions

Over the past decade, the nature of arbitration proceedings has evolved significantly, reflecting changes in user expectations and greater awareness of international arbitration practices. Arbitration institutions worldwide have incorporated new measures to streamline their processes, and Poland is no exception. The two most significant arbitration institutions in Poland, namely the Court of Arbitration at the Polish Chamber of Commerce (PCC) and the Lewiatan Court of Arbitration, have embarked on revising their arbitration rules to enhance efficiency and meet contemporary challenges.

#### *New arbitration rules for the Court of Arbitration at the PCC*

The Court of Arbitration at the PCC, Poland's largest and longest-standing arbitral institution, adopted a new set of arbitration rules effective as of 1 January 2025. These revisions represent a comprehensive modernisation of the procedural framework, aligning the Court's practices with those of leading international arbitral institutions. The overarching objective is to enhance the attractiveness of the Court as a forum for the resolution of disputes arising across Central and Eastern Europe.

The most significant amendments include the following.

- *Seat and language of arbitration*: The new rules do not indicate Warsaw as a default seat of arbitration, and Polish is no longer the default language. In the absence of party agreement, the arbitral tribunal is now empowered to determine both the seat and the language of the proceedings.
- *Recommended list of arbitrators*: The previous requirement that a sole arbitrator or the presiding arbitrator be selected from the Court's list of recommended arbitrators has been removed. The list now serves as a non-binding reference tool for parties unfamiliar with potential arbitrator candidates.
- *Commencement of proceedings*: Arbitration proceedings must now be initiated exclusively by a request for arbitration. The previous alternative – that is, filing a full statement of claim, has been eliminated.
- *Electronic communication*: The revised rules expressly authorise arbitral tribunals to mandate electronic communication for all procedural correspondence, regardless of any party's objection.
- *Emergency arbitrator mechanism*: A new emergency arbitrator procedure has been introduced. Prior to the constitution of the arbitral tribunal, an emergency arbitrator may issue interim measures to secure claims or preserve evidence.
- *Case management timelines*: The arbitral tribunal is required to convene a case management conference within 14 days of receiving the case file. If the conference is not held, the arbitral tribunal must issue Procedural Order No 1 within 21 days.
- *Early determination procedure*: A party may request early determination of any claim, defence or issue

where it is manifestly well-founded or, conversely, manifestly without merit. This aims to streamline proceedings by disposing of unmeritorious matters at an early stage.
- *Award deadlines*: The arbitral tribunal is expected to render its award within six months from receipt of the case file, and no later than two months following the final hearing or last written submission.
- *Interim awards*: The rules introduce a revised definition of an interim award, expressly permitting the tribunal to decide on substantive issues in this format.
- *Electronic copies of the award*: Following issuance, and upon a party's request, the Court may provide an electronic copy of the arbitral award. However, such transmission does not constitute formal delivery of the award.

### *New arbitration rules for the Lewiatan Court of Arbitration*

Similarly, the Lewiatan Court of Arbitration adopted a new set of arbitration rules effective as of 1 January 2025. The changes aim to enhance the efficiency of arbitration proceedings, address new challenges and elevate service standards. The key changes include the following.

- *Electronic communication by default*: All correspondence – including letters, memoranda and documents – must be served electronically after the first exchange, unless the arbitral tribunal decides otherwise. Traditional service by post is no longer the default.
- *Expanded scope of expedited proceedings*: The value threshold for expedited arbitration has increased to PLN200,000 (up from PLN50,000). Unless the parties agree otherwise, cases below this threshold will follow the expedited procedure.
- *No remuneration for resigning arbitrators*: Arbitrators who resign from their post, regardless of the reason, are no longer entitled to remuneration. This change is intended to discourage unjustified withdrawals.
- *Presidential veto on arbitrator appointments*: The President of the Court may object to the appointment of an arbitrator if they determine that the nominee is not suited to properly perform arbitral duties.
- *Abolition of incomplete tribunal awards*: If, after the close of proceedings, an arbitrator dies, resigns, is dismissed or stops participating, the panel may no longer issue an award without first being reconstituted.
- *Initiation by request for arbitration*: Proceedings may now be commenced by submitting a request for arbitration, aligning Lewiatan's practice with international norms and simplifying case initiation.
- *Revised third-party joinder rules*: The framework for joining third parties now mirrors the Polish Code of Civil Procedure, clarifying the legal basis for participation of additional parties in the arbitration.
- *Liberalised consolidation of cases*: Consolidation no longer requires a shared legal relationship – cases may be joined if the parties agree, even if they concern separate claims.
- *Stricter award deadlines with preserved mandate*: Tribunals are expected to issue awards within six months of constitution and no later than one month after the close of evidentiary proceedings. Failure to meet these deadlines does not affect the tribunal's jurisdiction or validity.
- *Detailed cost allocation provisions*: Tribunals may now allocate procedural costs by case stage, issue or specific party conduct, offering greater flexibility and fairness in managing arbitration costs.

## Recent Polish Supreme Court Case Law Shaping Arbitration Practice

Recent decisions by the Polish Supreme Court have addressed aspects of arbitration in Poland, including the binding effect of arbitral awards, the scope of public policy review and procedural requirements in proceedings to set aside awards.

### *Scope of public policy clause (II CSKP 357/25, 5 June 2025)*

The Supreme Court confirmed that not every instance of adjudicating beyond the relief sought in the statement of claim necessitates the setting aside of an arbitral award as being contrary to the public policy clause. The application of this clause within the context of the review of arbitral awards does not consist of establishing a closed catalogue of "fundamental principles of the legal order of the Republic of Poland" and mechanically assessing whether the challenged award or the proceedings leading to its issuance, or

infringe, to any degree, upon the principles so established. On the contrary, the subject of the examination should be whether the ultimate result (the substance of the arbitral award) violates the fundamental principles of the legal order of the Republic of Poland. In this regard, it is primarily the decision itself that should be assessed, rather than the correctness of the proceedings leading to its issuance. Furthermore, the mere objective incorrectness of an arbitral award does not automatically lead to the necessity of setting it aside – on the contrary, this is the case only where the removal of such defect is necessary on grounds of public policy. An erroneous interpretation of a contract by the arbitral tribunal, in the view of the state court, and an erroneous assessment of the claims arising therefrom do not, in and of themselves, constitute a violation of the principle of pacta sunt servanda, and the mere inaccuracy of an arbitral award does not mean that the public policy clause permits its setting aside.

### *Binding effect of arbitral awards (II CSKP 48/22, 24 April 2024)*

The Supreme Court confirmed that a recognised or enforced arbitral award binds subsequent arbitral tribunals deciding disputes between the same parties. However, this binding effect is limited strictly to the operative part (disposition) of the award and does not extend to prejudicial findings made in the prior proceedings. The Supreme Court reaffirmed that res judicata applies only to the final ruling, not the reasoning that led to it. In the same judgment, the Supreme Court also addressed whether erroneous application of interest provisions by an arbitral tribunal could justify setting aside the award on public policy grounds. Given that rules on statutory interest are relatively non-mandatory, breaches typically fall outside the scope of public policy. The Supreme Court confirmed that different assessment of the maturity of the claimant's claim by the arbitral tribunal, and consequently the date from which the claimant could demand interest, cannot lead to the setting aside of the award. It is inadmissible to examine whether the arbitral tribunal properly resolved the case in terms of facts and law. Even an incorrect interpretation of the provisions on limitation or preclusion by the arbitral tribunal is not considered a violation of the fundamental principles of the legal order.

### *Formal defects in arbitral awards (II CSKP 283/24, 19 September 2024)*

The Supreme Court confirmed that the public policy allows for the review of an arbitral award only to a limited extent – ie, if the arbitral award were to produce an effect inconsistent with the fundamental principles of the national legal order. It is inappropriate to examine whether the challenged award was correct from the perspective of substantive law or whether it was issued in accordance with the appropriate procedural rules. In that context, the Supreme Court ruled that an arbitral tribunal's failure to label an award as "partial" in the formal heading did not constitute a breach of public policy. The operative part clearly indicated its preliminary nature, rendering the omission a technical defect. Accordingly, the motion to set aside the award was dismissed.

### *Autonomy and expert evidence (II CSKP 2097/22, 12 December 2024)*

The Supreme Court reaffirmed its pro-arbitration stance by upholding an arbitral tribunal's decision to rely on a tribunal-appointed expert to determine a price adjustment, even though the parties had contractually assigned this task to a third-party auditor. The arbitral tribunal admitted the expert evidence after the claimant had obtained a unilateral audit without the respondent's involvement. The Supreme Court held that this did not infringe the principle of party autonomy, a fundamental element of Polish public policy.