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Ukraine: Law and Practice

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IMPACTA LAW

UKRAINE

Law and Practice

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Contents

1. General p.4
1.1 Prevalence of Arbitration p.4
1.2 Key Industries p.4
1.3 Arbitration Institutions p.5
1.4 National Courts p.5

2. Governing Legislation p.5
2.1 Governing Law p.5
2.2 Changes to National Law p.5

3. The Arbitration Agreement p.6
3.1 Enforceability p.6
3.2 Arbitrability p.6
3.3 National Courts' Approach p.6
3.4 Validity p.7

4. The Arbitral Tribunal p.7
4.1 Limits on Selection p.7
4.2 Default Procedures p.7
4.3 Court Intervention p.8
4.4 Challenge and Removal of Arbitrators p.8
4.5 Arbitrator Requirements p.8

5. Jurisdiction p.8
5.1 Challenges to Jurisdiction p.8
5.2 Circumstances for Court Intervention p.9
5.3 Timing of Challenge p.9
5.4 Standard of Judicial Review for Jurisdiction/Admissibility p.9
5.5 Breach of Arbitration Agreement p.9
5.6 Jurisdiction Over Third Parties p.9

6. Preliminary and Interim Relief p.10
6.1 Types of Relief p.10
6.2 Role of Courts p.10
6.3 Security for Costs p.10

7. Procedure p.10
7.1 Governing Rules p.10
7.2 Procedural Steps p.10
7.3 Powers and Duties of Arbitrators p.11
7.4 Legal Representatives p.11

8. Evidence p.11
8.1 Collection and Submission of Evidence p.11
8.2 Rules of Evidence p.12
8.3 Powers of Compulsion p.12

9. Confidentiality p.13
9.1 Extent of Confidentiality p.13

10. The Award p.13
10.1 Legal Requirements p.13
10.2 Types of Remedies p.13
10.3 Recovering Interest and Legal Costs p.14

11. Review of an Award p.14
11.1 Grounds for Appeal p.14
11.2 Excluding/Expanding the Scope of Appeal p.15
11.3 Standard of Judicial Review p.15

12. Enforcement of an Award p.15
12.1 New York Convention p.15
12.2 Enforcement Procedure p.15
12.3 Approach of the Courts p.16

13. Miscellaneous p.16
13.1 Class Action or Group Arbitration p.16
13.2 Ethical Codes p.17
13.3 Third-Party Funding p.17
13.4 Consolidation p.17
13.5 Binding of Third Parties p.17

IMPACTA LAW is a leading Ukrainian full-service law firm with 13 partners and a representative presence in Brussels and Munich. Its International Arbitration practice, consistently ranked in Band 1 by Chambers and Partners, provides strategic advice on complex commercial and investment disputes involving Ukrainian assets, counterparties and governing law. Working closely with the firm's litigation, corporate, competition, restructuring, sanctions, regulatory and sector-focused teams, the practice advises clients throughout the dispute lifecycle, from risk assessment and dispute strategy to arbitral proceedings, enforcement and asset recovery. The team acts as counsel, arbitrators and Ukrainian law experts under the ICC, LCIA, SCC, ICSID, VIAC, ICAC (Ukraine), GAFTA and UNCITRAL Rules. Recent mandates include representing Ukrenergo in a EUR527 million investment treaty arbitration against Russia, acting as Ukrainian law experts for the Ministry of Justice of Ukraine in investment treaty arbitration and representing a Ukrainian defence company in VIAC arbitration.

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1. General

1.1 Prevalence of Arbitration

Prior to May 2026, when the arbitrability criteria were expanded through legislative amendment to the Law of Ukraine "On International Commercial Arbitration" (ICA Law) (see **2.2 Changes to National Law**), disputes between domestic parties – unless one of them was a Ukrainian company with foreign investments – could not be referred to international commercial arbitration, with the result that such parties directed their disputes predominantly to the Ukrainian courts or, in significantly fewer cases, to domestic arbitration. It is worth noting, however, that in a November 2023 Judgment the Grand Chamber of the Supreme Court of Ukraine clarified that arbitrations involving exclusively Ukrainian parties may also be submitted to a foreign seat.

There are no published statistics that allow a definitive comparison between the use of international arbitration and litigation in cross-border commercial disputes involving Ukrainian parties. While tens of thousands of cases are heard annually by commercial courts, it is currently not feasible to determine how many of these involve an international element and could, in principle, have been referred to international arbitration.

That said, international arbitration is well established in Ukraine and widely used. Generally speaking, when contracting with foreign counterparties, Ukrainian parties have consistently preferred international arbitration, as it offers a neutral forum, an independent tribunal and the benefit of worldwide enforcement of arbitral awards under the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention). Another noticeable trend is that parties have started choosing Ukraine as the seat of arbitration – particularly for *ad hoc* proceedings and for arbitrations conducted under foreign institutional rules.

1.2 Key Industries

The increase in arbitration activity in recent years is primarily linked to the full-scale Russian invasion of Ukraine beginning in February 2022, which has significantly affected many industries in Ukraine. In the defence sector, the surge reflects the rapid expansion of the industry, which has led to a higher volume of contracts and, consequently, disputes, particularly in procurement, supply chains and manufacturing. The commodities sector, particularly agriculture, has seen an increase in international arbitration activity due to Ukraine's major role in global grain exports and disruptions to supply chains, shipping routes and port operations caused by Russian aggression. Similarly, the maritime transportation sector has been heavily impacted by Russia's actions, increasing the number of disputes within the industry.

Ukraine has also faced sanctions-related treaty claims brought by foreign investors linked to Russia. These claims relate to challenges posed by Ukraine's restrictive measures, asset freezes, nationalisations and related regulatory steps adopted after the full-scale invasion. Claimants tend to qualify Ukraine's wartime sanctions and emergency actions as expropriation and other treaty breaches.

1.3 Arbitration Institutions

The two permanently acting arbitral institutions in Ukraine are the International Commercial Arbitration Court (ICAC) at the Ukrainian Chamber of Commerce and Industry (UCCI) and the Maritime Arbitration Commission (MAC) at the UCCI. In 2025, the ICAC registered 304 new cases, with more than 80% of cases involving Ukrainian parties. To the best of our knowledge, no new arbitral institutions have been established in Ukraine in the last 12 months.

1.4 National Courts

There are no separate courts designated to hear arbitration-related disputes in Ukraine.

Such disputes are handled by the general courts of appeal acting as courts of first instance at the seat of arbitration. Applications to set aside are submitted to the appellate court at the seat of arbitration (usually Kyiv, as both ICAC and MAC are located there). Applications for recognition and enforcement of arbitral awards fall under the exclusive jurisdiction of the Kyiv Court of Appeal when the seat is outside Ukraine and under the jurisdiction of the appellate court at the place of arbitration when the seat is in Ukraine (in practice, for most cases, it will also be Kyiv). Decisions of the appeal courts acting as courts of first instance may be appealed to the Supreme Court.

Court assistance in granting interim measures, examination of witnesses and collection of evidence is addressed in **6.2 Role of Courts**, **8.3 Powers of Compulsion**.

2. Governing Legislation

2.1 Governing Law

International arbitration in Ukraine is governed by the ICA Law. The Civil Procedure Code of Ukraine (CPCU) and the Commercial Procedure Code of Ukraine (ComPCU) grant and govern the Ukrainian courts' powers related to international arbitrations. The ComPCU also envisages arbitrability rules. Ukraine is a party to the New York Convention (in force for Ukraine since 10 January 1961), the European Convention on International Commercial Arbitration (in force for Ukraine since 7 January 1964) and the Convention on the Settlement of Investment Disputes between States and Nationals of Other States (in force since 7 July 2000).

The ICA Law is largely based on the 1985 version of the UNCITRAL Model Law and closely follows its structure and principles. At the same time, the most recent version of the ICA Law in force since May 2026 contains some substantive deviations and distinctive features; in particular, it allows for the referral of disputes involving an investor and the State or its bodies arising out of investment activities on the territory of Ukraine or another State to international commercial arbitration. The ICA Law also includes separate statutory categories of disputes that can be submitted to arbitration, covering disputes involving enterprises with foreign investment, international associations and organisations and bond issue administrators. At the same time, the UNCITRAL Model Law does not provide for such distinction.

Although Ukraine substantially aligned its arbitration legislation with the 1985 UNCITRAL Model Law, it has not implemented the principal innovations introduced by the 2006 revision of the UNCITRAL Model Law.

It is worth noting that in May 2024, a working group of the Ukrainian Arbitration Association prepared a proposal aimed at strengthening the legislative framework, amending:

- the ICA Law;
- the CPCU; and
- the ComPCU.

Among other things, the proposal sought to incorporate certain features of the 2006 UNCITRAL Model Law, most notably by introducing a mechanism to recognise and enforce interim measures ordered by arbitral tribunals. However, this proposal has not yet been adopted in Ukraine.

2.2 Changes to National Law

In May 2026, amendments to the ICA Law (the new Law No 4856-IX) entered into force, further aligning Ukrainian law with the UNCITRAL Model Law.

According to the general arbitrability rules set out in Article 1 (2) of the ICA Law, by agreement of the parties, disputes arising from contractual and other civil law relationships in the context of foreign trade and other forms of international economic activity may be referred to international commercial arbitration. The ICA Law imposes the criteria determining when such disputes are deemed "international" and may be referred to international arbitration, if:

- disputes involving the parties where the place of business of at least one of them is situated abroad;
- disputes involving enterprises with foreign investment and international associations and organisations and
- disputes involving a bond issue administrator.

The new law No. 4856-IX amended the criteria of the first category: now disputes between two Ukrainian parties are arbitrable if one of the following places is situated outside the State in which the parties have their places of business:

- the place of arbitration, if determined in or pursuant to the arbitration agreement, or
- any place where a substantial part of the obligations arising from the contractual or other civil-law relationship is to be performed, or
- the place with which the subject matter of the dispute is most closely connected.

The new law No. 4856-IX has also introduced provisions relating to investor-State arbitration (see **2.1 Governing Law**), as well as a differentiated approach to the appointment authority responsible for providing judicial assistance to arbitral proceedings, depending on whether the arbitration is conducted on an *ad hoc* or institutional basis.

3. The Arbitration Agreement

3.1 Enforceability

Formal requirements for an enforceable arbitration agreement are set out in the ICA Law. Pursuant to Article 7 (1) of the ICA Law, an arbitration agreement may take the form of an arbitration clause in a contract or a separate agreement. Article 7 (2) provides that the arbitration agreement must be in writing. The written form requirement would be considered satisfied if the arbitration agreement is:

- either in a document signed by the parties; or
- in a bond issuance document, which provides for appointment of an administrator; or
- concluded via exchange of letters, emails, provided that the information contained therein is accessible for subsequent reference, or by an exchange of telex, telegrams, or other means of electronic communication that provide a record of the agreement, or through an exchange of a statement of claim and a statement of defence, where one party asserts the existence of an arbitration agreement and the other does not object.

The reference in a contract to a document containing an arbitration clause constitutes an arbitration agreement, provided that the contract is in writing and the reference is sufficient to make that clause part of the contract.

3.2 Arbitrability

Ukrainian law does not provide an exhaustive list of arbitrable disputes but establishes categories of non-arbitrable matters. Generally, a dispute is arbitrable if it satisfies the criteria set out in Article 1 (2) of the ICA Law (see **2.2 Changes to National Law**) and does not fall within a category reserved for the exclusive jurisdiction of the state courts. Article 20 of the ComPCU establishes the categories of disputes falling within the jurisdiction of the commercial courts. Article 22 of the ComPCU builds upon this by providing that disputes falling within the jurisdiction of the commercial courts are, in principle, capable of being submitted to arbitration, unless they fall within one of the exceptions, which include invalidation of acts of state authorities, disputes relating to the state registration of immovable property, intellectual property rights, rights to financial instruments, certain disputes arising from the conclusion, amendment, termination, or performance of public procurement contracts, bankruptcy proceedings, certain corporate disputes, disputes relating to the protection of economic competition etc.

3.3 National Courts' Approach

Ukrainian courts have not yet developed a clear and unified doctrine for determining the law governing the arbitration agreement. There is a tendency to treat the law governing the arbitration agreement as a separate issue from the law governing the main contract, in line with the principle of separability. However, in some cases the courts applied the law of the main contract to the arbitration agreement. The parties are free to choose the governing law expressly and where they do not, the law of the seat of arbitration is generally given weight as the applicable law (see Articles 34 (2)(1) and 36 (1)(1) of the ICA Law). The parties are free to agree on the place of arbitration pursuant to Article 20 of the ICA Law.

Article 22 (3) of the ComPCU states that any ambiguities in the wording of an arbitration agreement and any doubts as to its validity, effectiveness, or enforceability shall be interpreted by the court in favour of upholding its validity, effectiveness and enforceability. Where an action is brought before a Ukrainian court in a matter subject to an arbitration agreement, the court shall leave the claim without consideration and refer the parties to arbitration. The court is exempt from doing so if it finds that the parties' agreement is null and void, inoperative or incapable of being performed. Thus, the overall position of Ukrainian courts is pro-arbitration and enforcement-oriented; however, depending on the facts of individual cases, some arbitration agreements may be found unenforceable.

The Supreme Court, in its Judgment in case No 924/389/25 dated 19 November 2025, stated that courts may interpret ambiguous or inconsistent wording in arbitration agreements in a manner that upholds them and consider the parties' intention to resolve their dispute through arbitration. Courts should interpret minor errors and inaccuracies in the designation of the arbitral institution contained in an arbitration agreement in a manner that gives effect to the parties' intention to resolve their disputes through international commercial arbitration. However, the determination of whether an arbitration agreement is enforceable or unenforceable due to errors in designating the arbitral institution remains within the court's discretion, to be exercised in light of the particular circumstances of the case. At the same time, in the present case, the arbitration clause did not specify the rules of arbitration, the arbitral institution, or even the country in which the dispute could have been resolved. The Supreme Court confirmed that the arbitration clause was drafted in an ambiguous manner and failed to specify the place of arbitration, rendering it unenforceable; therefore, the jurisdiction over the present dispute lay with the first-instance commercial court in Ukraine.

3.4 Validity

Ukrainian law applies the rule of separability to arbitration agreements, including to arbitration clauses contained in invalid agreements.

In its judgment in Case No 911/2618/25 dated 12 February 2026, the Supreme Court confirmed that, under the principle of separability, the invalidity of the main contract does not in itself affect the validity of the arbitration agreement contained in it. The arbitration clause is treated as a separate agreement, ensuring that disputes, including those concerning the contract's validity, remain subject to arbitration unless expressly excluded by the parties. This prevents a party from avoiding arbitration by alleging that the underlying contract is invalid. Accordingly, the invalidity of the main contract does not automatically render the arbitration agreement invalid.

4. The Arbitral Tribunal

4.1 Limits on Selection

The ICA Law recognises party autonomy in the selection of arbitrators, allowing parties to agree on both the number of arbitrators and the appointment procedure. In practice, however, institutional arbitrations before the ICAC and the MAC may be subject to some limitations, as arbitrators are generally appointed from the institutions' recommended lists.

4.2 Default Procedures

Under Article 10 (2) of the ICA Law, in the absence of agreement between the parties on the number of arbitrators, three arbitrators shall be appointed. If the parties fail to agree on the procedure of appointment, then, pursuant to Article 11 (3) of the ICA Law:

- in a three-member tribunal, each party appoints one arbitrator and the two appointed arbitrators select the third arbitrator; if a party fails to appoint its arbitrator within 30 days of receiving a request

from the other party, or if the two arbitrators fail to agree on the third arbitrator within 30 days of their appointment, the arbitrator is appointed, upon request of either party, by the President of the UCCI for an *ad hoc* arbitration or the appropriate body designated within the rules of the respective arbitral institution for the institutional arbitration; and
- in a sole arbitrator arbitration, if the parties cannot agree on the appointment, the arbitrator is appointed, at the request of either party, by the President of the UCCI for an *ad hoc* arbitration, or by the appropriate body designated within the rules of the respective arbitral institution for an institutional arbitration.

The ICA Law does not contain any specific provisions for multiparty arbitrations.

4.3 Court Intervention
Ukrainian courts do not have the power to intervene in the selection of arbitrators.

4.4 Challenge and Removal of Arbitrators
Under the ICA Law, an arbitrator may be challenged exclusively in cases where circumstances give rise to justifiable doubts as to their independence or impartiality, or where the arbitrator does not possess qualifications agreed by the parties.

A party may challenge the arbitrator it appointed or in whose appointment it has participated only on grounds that became known to it after the appointment. The parties are free to determine their own procedure for challenging an arbitrator. In the absence of agreement, a party willing to challenge an arbitrator shall, within 15 days of becoming aware of either the constitution of the arbitral tribunal or the circumstances giving rise to the challenge, submit a written statement setting out the grounds for the challenge to the arbitrator. Unless the challenged arbitrator voluntarily steps down or the other party agrees to the challenge, the arbitral tribunal itself will decide on the matter.

If the challenge is unsuccessful, the challenging party may, within 30 days of receiving the decision rejecting the challenge, request the President of the UCCI for an *ad hoc* arbitration or the appropriate body designated within the rules of the respective arbitral institution for the institutional arbitration to rule on the matter. This decision is final and not subject to appeal. While such a request is pending, the arbitral proceedings may continue and the tribunal, including the challenged arbitrator, may proceed to render an award.

If an arbitrator is unable, either *de jure* or *de facto*, to perform their duties, or fails to act without undue delay, their mandate terminates if they withdraw or if the parties agree to the termination. If the arbitrator does not withdraw or there is no agreement, either party may request a decision on termination from the President of the UCCI in an *ad hoc* arbitration, or from the body designated under the rules of the relevant arbitral institution in an institutional arbitration. That decision is final and not subject to appeal.

4.5 Arbitrator Requirements
Under the ICA Law, arbitrators must be independent and impartial. Before accepting an appointment, an arbitrator must disclose any circumstances that may give rise to justifiable doubts as to their independence or impartiality. This obligation continues throughout the arbitral proceedings: if new relevant circumstances arise, they must be disclosed to the parties without delay.

Similarly, the ICAC Rules provide that, in the course of the arbitral proceedings, the arbitrators must be impartial and independent and carry out their functions fairly and conscientiously. None of them shall be a representative of either party to the dispute. An arbitrator shall not be entitled to advise either party on the dispute between the parties or the outcome of the arbitral proceeding.

In practice, arbitrators and parties frequently rely on the IBA Guidelines on Conflicts of Interest in International Arbitration as guidance on conflicts and disclosure requirements.

5. Jurisdiction

5.1 Challenges to Jurisdiction
Ukrainian law recognises the principle of competence-competence and Ukrainian courts regularly apply it.

Under Article 16 (1) of the ICA Law, an arbitral tribunal may rule on its own jurisdiction, including any objections concerning the existence or validity of the arbitration agreement. The arbitral tribunal may rule on this matter either as a preliminary question or in an award on the merits.

5.2 Circumstances for Court Intervention

Ukrainian courts may address jurisdictional issues in very limited circumstances. Under Article 16 (3) of the ICA Law, if the arbitral tribunal rules as a preliminary question that it has jurisdiction, any party may request, within thirty days after having received notice of that ruling, the competent court at the seat of arbitration to decide the matter, which decision shall be subject to no appeal; while such a request is pending, the arbitral tribunal may continue the arbitral proceedings and make an award. Article 461 of the CPCU provides for the judicial review of preliminary rulings by an international commercial arbitral tribunal that affirms its jurisdiction, but does not address the decline of jurisdiction. What follows is that, in cases of such negative rulings, Ukrainian courts would not open proceedings and would not review such rulings on jurisdiction in principle. This approach is affirmed by the recent Ruling of the Kyiv Court of Appeal in case No. 824/41/26 dated 19 May 2026.

If the arbitral tribunal rules on its jurisdiction in an award on the merits, the competent court at the seat of arbitration can address the tribunal's jurisdiction within setting aside proceedings under Article 34 of the ICA Law and Article 459 of the CPCU. Likewise, Ukrainian courts can address the tribunal's jurisdiction within award enforcement proceedings under Article 36 of the ICA Law and Article 461 of the CPCU.

Ukrainian courts generally take a non-intervening approach, recognising the principle of competence-competence.

5.3 Timing of Challenge

In Ukraine, the arbitral tribunal has the primary authority to rule on its jurisdiction and courts will not intervene until the tribunal has taken a position. Strictly speaking, judicial review of the tribunal's jurisdiction becomes possible only once the tribunal has decided on jurisdiction, in the form of either an award or a preliminary ruling. The application for the setting aside of such a decision shall be submitted within three months from the day on which the applying party received the award/ruling.

5.4 Standard of Judicial Review for Jurisdiction/Admissibility

Ukrainian law does not expressly prescribe a standard of judicial review for questions of jurisdiction or admissibility. However, where a court is entitled to review such issues, it generally undertakes an independent (*de novo*) assessment and is not limited to reviewing the tribunal's determination for errors.

5.5 Breach of Arbitration Agreement

Ukrainian courts are not willing to allow court proceedings to continue in breach of a valid arbitration agreement in line with Article 8 of the ICA Law (see **3.3 National Courts' Approach**). This approach is reinforced by the presumption in favour of the validity and enforceability of arbitration agreements and the principle that any ambiguities should be interpreted in favour of arbitration.

5.6 Jurisdiction Over Third Parties

As a general rule, an arbitration agreement binds only its signatories. Third parties may, however, become bound by an arbitration agreement in case of universal succession (eg, merger), or singular succession (eg, assignment). Article 55 of the CPCU concerns procedural successors of a party or a third party and will apply to arbitration matters as well. Only parties to the arbitration may apply to have an arbitral award issued in international arbitration set aside.

The ICAC allows third parties to join or to be involved in the arbitral proceedings provided that:

- either all parties and a third party are bound by the arbitration agreement; or
- all parties and a third party have agreed to conduct the arbitral proceedings with the participation of such third party within the time limits that should not exceed 15 days from the date of receipt of the request, unless the Secretary General of the ICAC or the arbitral tribunal has established a longer period having regard to some definite circumstances.

A request for joinder of a third party or a request for involvement of a third party in the arbitral proceedings shall be submitted before the time limits for submission of the Statement of Defence expire. If there are valid reasons, this period may be further extended. The arbitral tribunal may also, at its discretion, request that a third party produce evidence that it considers appropriate. The ICAC Rules also contain guidance on procedural legal successors, which include termination of the legal entity's activities, change of a creditor or debtor under the obligation, death of an individual or the declaration of a natural person as deceased or missing and other cases of replacement of the party.

6. Preliminary and Interim Relief

6.1 Types of Relief

Unless the parties have agreed otherwise, the arbitral tribunal may, at the request of any party, order any party to take such interim measures in respect of the subject matter of the dispute as the tribunal considers necessary. Such measures would be binding on the parties in arbitration. The arbitral tribunal may require a party in favour of which interim relief has been granted to provide security for reimbursement of possible damages (the cross-undertaking in damages). Ukrainian law does not provide a procedure for enforcing interim measures ordered by a tribunal seated in Ukraine (see **2.1 Governing Law**).

6.2 Role of Courts

Ukrainian courts may grant interim relief in support of arbitration after commencement of arbitral proceedings. Such assistance is available regardless of whether the arbitration is seated in Ukraine or abroad. The courts may apply one or multiple interim measures simultaneously and order:

- attachment of assets and/or monetary funds belonging to or payable to the respondent, including assets held by third parties;
- prohibition from performing specific actions;
- prohibition on third parties from transferring assets, making payments to the respondent, or performing obligations towards the respondent;
- suspension of the sale of attached property where ownership or release from attachment is being challenged;
- suspension of enforcement of an execution document that is being challenged in court;
- suspension of customs clearance;
- arrest of a vessel to secure a maritime claim; and
- other measures provided by law or international treaties binding on Ukraine.

Ukrainian legislation does not provide for an emergency arbitrator mechanism. However, a similar mechanism exists under the rules of the two main arbitral institutions. Before the arbitral tribunal is constituted, the ICAC/MAC President may, on the written request of either party and if deemed justified, determine the amount and form of security for the claim.

6.3 Security for Costs

Ukrainian law does not provide that national courts may order security for costs.

The powers of the tribunal in respect of interim relief are defined in broad terms. Under Article 17 (2) of the ICA Law, the tribunal may order the parties to deposit a predetermined amount of arbitration costs into its deposit account, relating to the conduct of the proceedings or a specific procedural step and the law qualifies this as "security for arbitration costs". If a party applies for security for costs, the tribunal may treat the request as one for interim measures and consider it under the relevant procedural rules.

7. Procedure

7.1 Governing Rules

The ICA Law upholds the principle of party autonomy; subject to its mandatory provisions, the parties are free to agree on the procedure to be followed by the arbitral tribunal. In the absence of such agreement, the arbitral tribunal may conduct the proceedings in a manner it considers appropriate. In case of institutional arbitration, the respective rules will apply.

7.2 Procedural Steps

The ICA Law imposes only limited mandatory procedural requirements. The claimant must submit a statement of claim and the respondent must submit its defence within the time limits agreed by the parties or determined by the tribunal. Unless otherwise agreed, the parties may amend their claims and defences during the proceedings. Counter-claims are generally permitted.

The tribunal may decide whether to hold an oral hearing or proceed on a documents-only basis. However, a hearing must be held if requested by a party, unless the parties have agreed otherwise. The parties must receive advance notice of hearings. All materials submitted to the tribunal by any party must be disclosed to the opposing party and any expert reports or evidentiary documents on which the tribunal intends to rely in its award must equally be made available to both parties.

The ICA Law also sets out the consequences of procedural defaults. Failure by the claimant to submit its claim may result in termination of the proceedings. In contrast, failure by the respondent to submit a defence does not amount to an admission of liability. The tribunal may continue the proceedings if a party fails to attend a hearing or produce evidence and may draw adverse inferences from a party's failure to comply with evidentiary requests.

7.3 Powers and Duties of Arbitrators

The ICA Law grants arbitrators broad powers to conduct the proceedings. At the same time, arbitrators are subject to several key duties. They must act independently and impartially, disclose potential conflicts of interest, treat the parties equally and ensure that each party is given a full opportunity to present its case.

7.4 Legal Representatives

No specific qualifications are required for legal representatives appearing in international arbitration seated in Ukraine. Parties are generally free to appoint representatives of their choice, including foreign-qualified lawyers and there is no requirement that counsel be admitted to the Ukrainian Bar. At the same time, it differs from proceedings before Ukrainian courts in arbitration-related matters, where representation as counsel in principle requires admission to the Ukrainian Bar.

Where counsel is a member of the Ukrainian Bar, they remain subject to the applicable professional and ethical rules governing Ukrainian attorneys.

8. Evidence

8.1 Collection and Submission of Evidence

Ukrainian arbitration legislation does not establish detailed rules governing the collection and submission of evidence. Subject to the parties' agreement, these matters are determined by the arbitral tribunal having regard to the applicable arbitration rules.

Under Article 19 (2) of the ICA Law, in the absence of the parties' agreement, the arbitral tribunal may, subject to the provisions of this Law, conduct the arbitration in such manner as it considers appropriate, including any evidentiary matters.

According to Article 23 (1) of the ICA Law, the parties may submit documentary evidence along with their written submissions or refer to evidence to be produced subsequently, while the timing of submitting such evidence is ultimately governed by:

- the parties' agreement;
- the applicable arbitration rules; and
- the procedural directions of the tribunal.

All documentary evidence and other information submitted by one party must be communicated to the other party. The same applies to expert reports and any evidentiary materials that the arbitral tribunal may rely on in reaching its decision (Article 24 (3) of the ICA Law).

The tribunal may also require that documentary evidence be accompanied by translations into the language of the arbitration where appropriate (Article 22 (2) of the ICA Law).

Additionally, Article 26 (2) of the ICA Law contains specific provisions on tribunal-appointed experts. Unless otherwise agreed by the parties, an expert who has submitted a written or oral report may be required to attend the hearing, either at the request of a party or where the arbitral tribunal considers it necessary. The parties must be afforded an opportunity to question the expert and present expert witnesses regarding the disputed issues.

The ICA Law and the CPCU provide for the court's assistance in taking evidence, namely through the examination of a witness, the production of evidence, or the inspection of evidence at its location (see **8.3 Powers of Compulsion**).

There is no general concept of discovery or disclosure in the ICA Law. However, Article 25 (4) of the ICA Law provides that the tribunal may request the production of evidence from a party (see **8.3 Powers of Compulsion**). Neither the ICA Law contains specific provisions governing witness statements, cross-examination or legal privilege. Accordingly, these matters are generally left to the parties' agreement, the applicable arbitration rules and the procedural directions of the arbitral tribunal, subject, where relevant, to any mandatory provisions of the applicable law.

8.2 Rules of Evidence

Ukrainian law does not prescribe a separate set of rules of evidence applicable to arbitration. The general rule is that each party shall prove the facts and circumstances upon which it relies in support of its position (*onus probandi incumbit actori*). Ukrainian law does not establish any standard of proof applicable in arbitration.

Ukraine is a civil law jurisdiction and generally applies the "inner conviction" approach, which is often used in international arbitrations seated in Ukraine. However, after the last judicial reform, Ukrainian commercial courts are empowered to apply the balance of probabilities standard of proof and some arbitral tribunals apply this standard in arbitral proceedings seated in Ukraine as well.

In any case, the rules of evidence applicable in proceedings before Ukrainian courts do not automatically apply to arbitral proceedings. The CPCU applies only in limited circumstances, for example, when court assistance is sought in connection with the taking or preservation of evidence (see **8.3 Powers of Compulsion**).

The ICA Law grants arbitral tribunals broad discretion to determine the admissibility, relevance, materiality and weight of the evidence (Article 19 (2)), subject to the parties' agreement and to the requirements of Article 18 that the parties be treated equally and given a full opportunity to present their case.

In practice, arbitral tribunals may also draw guidance from internationally recognised soft law instruments, such as the IBA Rules on the Taking of Evidence in International Arbitration, where appropriate and consistent with the parties' agreement.

8.3 Powers of Compulsion

An arbitral tribunal seated in Ukraine may request that the parties produce evidence (which may include documents, witness testimony and other categories of evidence). Under Article 25 (4) of the ICA Law, if any party fails to produce evidence at the request of the arbitral tribunal, the tribunal may draw adverse inferences or decide the case based on the evidence available in the record.

However, arbitral tribunals seated in Ukraine do not have the power to compel the production of documents or the attendance of witnesses.

Where coercive measures are required, judicial assistance may be sought. Under Article 27 of the ICA Law, an arbitral tribunal or, with the tribunal's consent, a party to the arbitration may request the competent court to assist in taking evidence in support of an arbitration seated in Ukraine. Such request may seek the examination of a witness, the production of evidence or the inspection of evidence at its location. This request must be submitted to the court of appeal with jurisdiction over the location of the evidence or the witness's residence. As set out in Article 84 (11) of the CPCU, where the court grants the relevant request, it may order the person in possession of the requested evidence to produce it either directly to the arbitral tribunal or to the requesting party for subsequent submission to the arbitral tribunal. In its order for the production of evidence, the court shall also determine issues relating to the provision of security for, or the advance payment of, the reasonable expenses incurred by the person in producing the requested evidence.

Separately, Article 116 (7) of the CPCU permits the preservation of evidence by way of an interim relief. The preservation of evidence is available irrespective of whether the seat of arbitration is in Ukraine or abroad, provided that the dispute has already been formally initiated. The measures available for preserving evidence are set out in Article 116 (2) of the CPCU and include examining witnesses, appointing expert examinations, ordering the production of evidence, inspecting evidence (including at its location), prohibiting certain actions in respect of evidence or requiring specific actions to be taken to preserve evidence. Under Article 116 (8) of the CPCU, the appropriate relief may be sought from the court of appeal having territorial jurisdiction over the location of the debtor, the evidence in respect of which preservation measures are sought, the debtor's assets, or the place of arbitration proceedings.

Under Article 94 of the CPCU, at the request of an arbitral tribunal, or upon the application of a party to the arbitration with the consent of the tribunal, the competent court at the place of residence or stay of the witness may examine, including re-examine, the witness concerning facts known to the witness that are relevant to the dispute pending before the tribunal, on the basis of the list of questions specified by the tribunal. The parties to the arbitral proceedings may participate in the examination of the witness and may put questions to the witness to clarify their testimony.

Ukrainian law, however, does not provide a mechanism for courts to compel witnesses to attend hearings before an arbitral tribunal.

The mechanisms described above are not limited to evidence held by the parties to arbitration. Accordingly, where the statutory requirements are met, a competent court may order both parties and third parties to produce evidence.

9. Confidentiality

9.1 Extent of Confidentiality

Arbitral proceedings in Ukraine are generally confidential and arbitral awards are typically not published. However, there are no express provisions regarding confidentiality in the ICA Law.

Where proceedings are conducted under the ICAC or MAC Rules, confidentiality is expressly protected. Unless the parties agree otherwise, the proceedings, submissions, evidence and other case-related materials are confidential and the parties and tribunal are required to preserve that confidentiality.

Information from arbitral proceedings may become disclosed in subsequent court proceedings, for example in setting-aside, recognition, enforcement, or other arbitration-related applications, to the extent necessary for the court's consideration of the case. However, such disclosure is generally limited to what is required for those proceedings and the submissions of the parties to national courts in Ukraine are not made public.

Ukraine has a public registry of court judgments, meaning that any information regarding an arbitration or arbitral award expressly mentioned in a court judgment becomes public.

10. The Award

10.1 Legal Requirements

An arbitral award must be in writing, state the reasons on which it is based, be signed by the arbitrator(s) (signatures of a majority are sufficient if the reason for any missing signature is explained) and indicate the date and place of arbitration. It must also contain the tribunal's decision on the claims and address the allocation of arbitration costs and fees.

Ukrainian law does not prescribe a statutory time limit for rendering an award. However, under the Rules of the ICAC and MAC, an award should generally be issued within 30 days of the last date of the hearing and within six months of the formation of the arbitral tribunal, both of which are subject to extension in exceptional circumstances.

10.2 Types of Remedies

As a general rule, Ukrainian law does not impose specific limitations on the types of remedies that an arbitral tribunal may award. The tribunal may grant any remedy within the scope of the parties' claims and applicable substantive law.

10.3 Recovering Interest and Legal Costs

Under Ukrainian law, parties may recover interest and legal costs, subject to the parties' agreement and the tribunal's assessment of the case. Ukrainian law does not set a restrictive interest rate and it is not unusual for the parties to claim simple interest accruing both pre- and post-award until payment, based on applicable substantive law (eg, Article 625 of the Civil Code of Ukraine).

In practice, arbitral tribunals often apply a costs-follow-the-event approach, ordering the unsuccessful party to bear all or a substantial portion of the costs. However, tribunals retain discretion to allocate costs differently depending on the circumstances of the case.

11. Review of an Award

11.1 Grounds for Appeal

Arbitral awards are not subject to appeal on the merits in Ukraine. The only available recourse is an application to set aside the award on the limited grounds exhaustively listed in Article 34 (2) of the ICA Law and Article 459 (2) of the CPCU, which largely mirror Article 34 of the UNCITRAL Model Law. These grounds are the following:

- if the party making the application furnishes proof that:
  - (a) a party to the arbitration agreement was under some incapacity; or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of Ukraine; or
  - (b) the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present its case; or
  - (c) the award deals with a dispute that was not contemplated by or not falling within the terms of the arbitration agreement, or contains decisions on matters beyond the scope of the arbitration agreement; or
  - (d) the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a mandatory provision of the ICA Law or, failing such agreement, was not in accordance with the ICA Law; or
- if the court finds that:
  - (a) the subject matter of the dispute is not capable of settlement by arbitration under the law of Ukraine; or
  - (b) the award is contrary to the public policy of Ukraine.

An application to set aside the arbitral award must be filed within three months of the day of receipt of the award by the party, or, if a party asked the tribunal to correct or interpret the award or to render a supplementary award – from the day of issuing the decision on such matters (which becomes an integral part of the arbitral award) or supplementary award.

The CPCU lists the information to be specified in the application for setting aside, in particular:

- the name of the court;
- the names and details of the applicant and of the parties to the arbitration proceedings (their representatives);
- the name (if any) and composition of the arbitral tribunal that rendered the award;
- information about the award: its number, the date and the place where the award was rendered, subject matter of the dispute, the operative part of the award and the arbitration rules applicable;
- the date when the party applying for setting aside received the arbitral award;
- the grounds for challenge;
- the relief sought;
- a list of documents and materials attached to the application.

Importantly, the application, among other things, shall be supplemented by the original or a duly notarised copy of the arbitral award and the original or a duly notarised copy of the arbitration agreement, whether it be a separate arbitration agreement or a contract, which includes an arbitration clause. The party is also required to provide a notarially certified translation of the above documents into Ukrainian if they are in a foreign language.

Ukrainian law also has a remission procedure. Where a setting-aside application has been filed with the competent court, Ukrainian law provides the court with a discretionary power to suspend those proceedings for a defined period at the request of a party and to remit the case back to the arbitral tribunal to afford it an opportunity to resume the proceedings or to take other measures that, in the tribunal's assessment, would eliminate the grounds for setting aside. This mechanism – which mirrors Article 34 (4) of the UNCITRAL Model Law – allows procedural deficiencies to be remedied without setting the award aside outright, thereby preserving the finality of the arbitral process where possible.

11.2 Excluding/Expanding the Scope of Appeal

The parties cannot exclude or expand the statutory grounds for challenging an arbitral award. The ICA Law contains an exhaustive list of grounds for setting aside an award and those grounds cannot be modified by agreement of the parties. Similarly, the Ukrainian courts remain confined to the grounds expressly provided in the ICA Law and applicable procedural rules set out in the CPCU when reviewing arbitral awards.

11.3 Standard of Judicial Review

There is no judicial review of the merits of an arbitral award under Ukrainian law.

12. Enforcement of an Award

12.1 New York Convention

Ukraine is a contracting State to the New York Convention. Ukraine made a reservation that it applies the New York Convention on a reciprocal basis to awards made in non-contracting states, meaning that such awards are recognised and enforced in Ukraine only to the extent that the state of origin accords reciprocal treatment to Ukrainian awards. In 2015, 2022 and 2023, Ukraine submitted three communications to the Secretary-General of the United Nations regarding restrictions on the practical application of the New York Convention arising from:

- the temporary occupation of the Autonomous Republic of Crimea and certain areas of the Donetsk and Luhansk regions by the Russian Federation; and
- subsequently, from the Russian Federation's full-scale aggression against Ukraine.

Ukraine is also a party to the European Convention on International Commercial Arbitration 1961 and the ICSID Convention.

12.2 Enforcement Procedure

The recognition and enforcement of foreign arbitral awards in Ukraine, as well as the enforcement of international arbitral awards rendered in Ukraine, are governed by the CPCU, the ICA Law and applicable bilateral or multilateral international treaties – most notably the New York Convention. Under Article 474 of the CPCU, Ukrainian courts shall grant recognition and enforcement of a foreign arbitral award where:

- recognition and enforcement are permitted under an international treaty ratified by the Parliament of Ukraine; or
- enforcement is sought based on the reciprocity principle. Where recognition and enforcement depend on reciprocity, the CPCU expressly provides that reciprocity shall be presumed to exist unless the contrary is established.

The application for recognition and enforcement of an arbitral award shall be filed with the competent court (see **1.4 National Courts**) within three years from the date when it was rendered. Unless the application is filed in a timely manner, the court shall return the application without consideration. However, upon a motivated motion by an applicant, the court may accept a delayed application if it considers the grounds for missing the three-year period valid. The CPCU sets out clear requirements for the form and content of such an application. The CPCU requires that an application for recognition and enforcement be accompanied, among other things, by the original arbitration agreement or a notarised copy thereof; if the agreement is not in Ukrainian, a certified translation into Ukrainian must also be filed. In practice, notarisation of an arbitration agreement concluded by electronic means may pose difficulties. The court shall, within five days of the application's acceptance, notify the respondent and invite it to submit objections within one month.

As a general rule, an award set aside at the seat of arbitration will not be enforced in Ukraine, since such setting aside constitutes grounds for refusal of recognition and enforcement in Ukraine.

Should the Kyiv Court of Appeal find that the competent court in the seat of arbitration handles the case on setting aside of the arbitral award, the recognition and enforcement of which is sought in Ukraine, the Court is entitled to suspend such an application until the court decision rendered upon setting aside of the award becomes effective.

Article 79 of the Law of Ukraine "On Private International Law" grants foreign states the benefit of absolute jurisdictional immunity. As a rule, they are immune from legal proceedings before Ukrainian courts, interim measures (including the attachment of assets) and the enforcement of judgments, unless the foreign state has expressly consented to such measures or an applicable international treaty or Ukrainian legislation provides otherwise.

At the same time, the Supreme Court, in its Judgment in case No 796/165/2018 dated 25 January 2019, recognised that a state's consent to arbitration under a bilateral investment treaty may constitute a waiver of sovereign immunity, extending to interim measures and to the recognition and enforcement of the resulting arbitral award. The Supreme Court allowed recognition and enforcement of an investment treaty award against the Russian Federation.

Furthermore, in a more recent practice since 2022 in the context of Russia's armed aggression against Ukraine, the Supreme Court has departed from the traditional doctrine of sovereign immunity. It has held that Russia cannot invoke sovereign immunity in proceedings seeking compensation for damage caused by its acts of aggression, thereby allowing Ukrainian courts to exercise jurisdiction over such claims.

12.3 Approach of the Courts

Ukrainian courts generally adopt a pro-enforcement approach towards the recognition and enforcement of arbitral awards. A competent Ukrainian court may refuse recognition and enforcement of a foreign arbitral award on the grounds set out in Article V of the New York Convention, which are substantially replicated in the CPCU and the ICA Law. These grounds are exhaustive and may not be supplemented by reference to domestic law.

Although public policy is among the most frequently invoked grounds for resisting enforcement, Ukrainian courts generally interpret this exception narrowly. Ukrainian law does not expressly distinguish between domestic public policy and international public policy. Article 478 of the CPCU refers to "public policy of Ukraine" when assessing whether to refuse recognition and enforcement of arbitral awards. In practice, Ukrainian courts interpret a violation of "public policy of Ukraine" as limited to situations in which enforcement would be manifestly incompatible with the fundamental principles of the Ukrainian legal order.

For example, in recent years, Ukrainian courts have faced a growing number of arbitration-related cases involving sanctions and public policy. This is reflected in the Supreme Court's Judgment in case No 824/157/23 dated 15 January 2026, where the Supreme Court refused recognition and enforcement of an award on public policy grounds, as it found that the underlying suretyship agreement had been issued in circumstances suggesting an attempt to circumvent Ukrainian sanctions imposed on persons connected with the Russian Federation. The Supreme Court held that recognition and enforcement of the award would be contrary to Ukrainian public policy, emphasising that courts must address public policy concerns *ex officio*. Notably, the public policy test in relation to sanctioned parties has evolved since 2014.

13. Miscellaneous

13.1 Class Action or Group Arbitration

Ukrainian law does not recognise class action arbitration or group arbitration proceedings as separate procedural mechanisms.

However, arbitral proceedings may involve multiple claimants or respondents, as contemplated by the arbitration agreement and the applicable procedural rules, including through joinder or consolidation mechanisms, where available (eg, under the ICAC Rules – see **5.6 Jurisdiction Over Third Parties**, **13.4 Consolidation**).

As Ukrainian law does not provide for class action or group arbitration as separate procedural mechanisms, no specific rules govern the arbitrability of such claims.

13.2 Ethical Codes

Ukrainian law does not contain a dedicated set of ethical rules or professional standards specifically designed for arbitration proceedings, particularly for counsel and arbitrators. Instead, issues of professional conduct are addressed through generally applicable professional obligations and the core procedural principles of arbitration.

The professional behaviour of counsel is therefore governed by the general rules applicable to their respective professions. For Ukrainian attorneys, this includes compliance with the ethical and professional obligations applicable to members of the Ukrainian Bar and with the CCBE Code of Conduct for Members of European Bars.

Likewise, no statutory code of conduct exists for arbitrators acting in proceedings seated in Ukraine. The exercise of the arbitral function is understood to require adherence to universally recognised principles of impartiality and independence (see **4.5 Arbitrator Requirements** and **7.3 Powers and Duties of Arbitrators**).

13.3 Third-Party Funding

Ukrainian law does not contain any provisions specifically regulating third-party funding in dispute resolution proceedings. Equally, there are no legal restrictions preventing parties from entering such funding arrangements.

Ukrainian legislation further remains silent on disclosure issues relating to third-party funding. As a result, there is no statutory requirement for a party to notify the arbitral tribunal, the opposing party, or the administering institution of the existence of a funding arrangement or to reveal the identity of the funder.

Nevertheless, publicly accessible sources indicate that third-party funding has been used at least once in arbitration proceedings in which Ukraine was a respondent State (*Igor Boyko v Ukraine*).

13.4 Consolidation

Ukrainian legislation does not expressly address the consolidation of separate arbitral proceedings and does not confer upon Ukrainian courts the power to order such consolidation.

The possibility of consolidation largely depends on the parties' agreement and the applicable arbitration rules. In terms of the ICAC, while its current Rules do not expressly regulate consolidation, they appear to contemplate the possibility of consolidated proceedings by referring to the calculation of arbitration fees where several cases are consolidated into a single proceeding. In practice, the President of the ICAC decides on consolidation upon a party's request.

13.5 Binding of Third Parties

As a matter of principle, an arbitration agreement is binding only on the parties that have consented to it. Likewise, the effects of an arbitral award are generally limited to the parties to the arbitration and do not ordinarily extend to non-signatories.

A third party may nevertheless become bound by an arbitration agreement (**5.6 Jurisdiction Over Third Parties**) and, where applicable, by the resulting arbitral award where it acquires the relevant rights or obligations through, for instance, assignment, transfer of obligations or another form of legal succession recognised under substantive law. For instance, the recent Judgment of the Supreme Court in case No 922/2041/22 dated 5 September 2024 confirms that an arbitration agreement may bind a person that subsequently becomes a party to the underlying contractual relationship by acquiring the relevant rights and obligations under Ukrainian law.

At the same time, in its Judgment of 1 November 2023 in case No 910/3208/22, the Grand Chamber of the

Supreme Court suggested that, in exceptional circumstances, the effects of an arbitration agreement may extend beyond the parties that signed and executed the underlying contract. Namely, the Grand Chamber held that an arbitration agreement may, in appropriate circumstances, also bind a person that has not signed the underlying contract, depending on the nature of that person's legal relationship to the underlying transaction (in that particular case, a guarantor). The Grand Chamber, however, expressly confined its reasoning to the particular facts of the case and did not formulate a general doctrine governing the extension of arbitration agreements to non-signatories.

The Ukrainian courts do not have any specific power to bind foreign non-signatories to an arbitration agreement or to extend the effects of an arbitral award to persons not otherwise bound by it under applicable law.

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