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Poland

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The prominence of arbitration in Poland

Introductory remarks

Arbitration is becoming an increasingly popular method of dispute resolution in Poland as shown by recent research in that field. According to a study prepared by the European Commission entitled 'Business-to-Business Alternative Dispute Resolution in the EU', based on 500 interviews with Polish businesspeople, 15 per cent of them have already used arbitration, which ranked Poland second place in the whole of the European Union. According to the latest research from 2015, 75 per cent of businesses that were already engaged in arbitration expressed their willingness to use this method of dispute resolution in the future.

Data from the International Chamber of Commerce in Paris sheds some light on the prevalence of international arbitration in Poland. According to that data, among the 160 countries in the world that use the services of the ICC Court of Arbitration, Poland ranked close to the top ten. Similarly, Warsaw is close to the top ten places of arbitration in the world. Arbitration still remains the most popular method of dispute resolution in services (including financial services), construction and sales disputes.

Polish arbitral institutions

The most popular domestic arbitration institution in Poland, the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, typically accepts between 400 and 500 arbitration cases a year. International disputes constitute approximately 20 per cent of the disputes heard by this court. The second most widely used arbitration institution is the Lewiatan Court of Arbitration in Warsaw. Furthermore, cases with Polish parties are often examined on the international arena by such institutions as the Court of Arbitration of the International Chamber of Commerce in Paris, the Vienna International Arbitration Center, the London Court of International Arbitration or Arbitration Institute of the Stockholm Chamber of Commerce.

Recent amendments to the arbitration law in Poland

Amendments to the Code of Civil Procedure (CCP)

As of 1 January 2016, some crucial amendments have been introduced into the Polish law relating to arbitration as well as post-arbitral proceedings. The changes concerned mainly the shortening of deadlines, decreasing the number of court instances, transferring some cases to the court of appeals acting as the court of the first instance and were aimed at speeding up and simplifying the post-arbitral proceedings and – what follows – increasing the popularity and attractiveness of arbitration as a method of dispute resolution. The purpose of this amendment is also to increase the guarantee of the impartiality and independence of arbitrators. Last but not least, the new law on insolvency and restructuring also derogates the controversial provisions of the Polish insolvency statute that had prescribed that an arbitration agreement made by

an insolvent company loses its legal power and ongoing arbitration proceedings should be discontinued.

The new law, in force as of 1 January 2016, aims to limit the length of the post-arbitral proceedings in at least three ways: first, by shortening the period for filing a motion for the setting aside of an arbitral award issued in Poland; second, by shortening proceedings for the setting aside of an arbitral award before state courts to only one court instance; and third, by shortening and speeding up the recognition and enforcement proceedings regarding domestic and foreign awards. In this way, Polish lawmakers intended to preserve the most important advantage of arbitration over the state court system (ie, the efficiency and speed of dispute resolution).

Implementation of EU Directive 2013/11/EU by the ADR Act Furthermore, the European Parliament and Council adopted Directive 2013/11/EU of 21 May 2013 on alternative dispute resolution for consumer disputes. Poland is obligated to implement this act into its legal system, as with every other EU directive. Consequently, the government filed a draft bill of an Act on Alternative Dispute Resolution for Consumer Disputes (the ADR Act) on 14 June 2016.

At the time of writing the legislative process has not yet concluded and the final version of provisions has not yet been agreed upon. Nevertheless, the main features of the new ADR Act are listed below:

- Scope of the ADR Act: the Act will apply to disputes between consumers residing in the European Union and business entities having their seat in Poland. The Act will apply to consumer disputes (ie, proceedings where parties are brought together with the aim of resolving a dispute, to propose a solution or to resolve a dispute by imposing a solution). The act does not apply, for example, to business-to-business disputes or disputes pertaining to health and education services.
- Reinforcement of the out-of-court dispute resolution: the ADR Act prescribes rules for establishing entities that are responsible for resolving consumer disputes in an effective and prompt manner. The proceedings should, in principle, be free or inexpensive and available to everyone.
- Obligatory ADR in certain fields of business: the ADR Act sets forth new rules on obligatory ADR in certain fields (eg, energy, rail or telecommunication).
- Changes in arbitration law: the ADR Act also amends the CCP section on arbitration. It introduces a rule that an arbitration agreement concluded with a consumer can be concluded only after the dispute emerges and only in writing (just as in a labour dispute). The agreement also has to contain a declaration that the parties are aware of the consequences of arbitration, in particular the binding effect of an arbitral award.
- Furthermore, an arbitral award cannot deprive consumers of the rights granted on the basis of a binding provision of the applicable law. If it does, such an award can be set aside

or refused enforcement and recognition by the state court *ex officio*.

Governing legislation

The Polish arbitration law is composed of three major acts:

- First, the CCP; in 2005, the Polish legislature amended the CCP by adopting a vast majority of rules from the UNCITRAL Model Law, but only from its 1985 version (without the amendments made in 2006). The Model Law, adopted by over 70 states, serves to harmonise arbitral legislation worldwide.
- Secondly, the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 10 June 1958 (the New York Convention; approximately 150 signatories). The New York Convention is applicable to arbitral awards made on the territory of a state other than the state in which the recognition and enforcement of such awards are sought (ie, to international arbitrations).
- Thirdly, the European Convention on International Commercial Arbitration of 21 April 1961 (the Geneva Convention; approximately 30 signatories). The Geneva Convention applies only to disputes arising from international trade; however, the number of issues that are regulated by the Geneva Convention is much broader when compared with the New York Convention.

It is worth mentioning that Poland is not a party to the Washington Convention on the Settlement of Investment Disputes Between States and Nationals of Other States (1965) (otherwise known as 'ICSID'). However, Poland has signed and ratified bilateral investment treaties (BITs) with approximately 60 countries, also being a party to the Energy Charter Treaty.

The arbitration agreement

Form

Under article 1162.1 of the CCP, the arbitration agreement must be made in writing. However, under article 1162.2 of the CCP, this requirement is also fulfilled when the agreement is included in letters or recordable communications exchanged between the parties. Moreover, the requirement of a written form is also satisfied if, in a contract between them, the parties refer to a document containing a clause with a decision to resolve their dispute in arbitration, provided that such a contract is made in writing and the reference incorporates that clause into the contract. An arbitration agreement can also be included into the company's by-laws or the articles of association of a company. In such a case, the agreement binds the company and its partners or shareholders. This applies accordingly to cooperatives and associations (article 1163.1-2 of the CCP).

Content

As regards the content of the arbitration agreement, under article 1161.1 of the CCP, the arbitration agreement must specify the matter of the dispute or the legal relationship from which a dispute arose or could arise (ie, the scope of the dispute). In the case of labour disputes, under article 1164 of the CCP, a written agreement may be concluded only after the dispute has already emerged. The same will apply to consumer disputes when the ADR Act is finally passed.

Apart from the above, the parties are free to specify other elements of the arbitration agreement (eg, an arbitral institution to administer their dispute; a set of rules to apply in proceedings; the number of arbitrators; the manner of selection and removal

of arbitrators; the language of the proceedings; the location of the hearings).

Non-observance of the arbitration agreement

When a case covered by an arbitration agreement is brought before a state court, the defendant can request that the court refer parties to arbitration by rejecting the statement of claims filed with the state court under article 1165.1 of the CCP. If a Polish court finds that a fully binding and effective arbitration agreement exists, it is statutorily obliged to refer the parties to arbitration and to discontinue its own proceedings. However, even if such a request is made, the court still examines the arbitration agreement to confirm that it is valid, effective, enforceable, has not expired or whether an arbitral tribunal has already declined its jurisdiction (article 1165.2 of the CCP). What is important is that, under article 1165.3 of the CCP, initiating a case before a state court does not impede the possibility of the arbitral proceedings from taking place.

The 'doctrine of separability'

This concept means in practice that the invalidity of a contract in which the arbitration agreement is contained does not invalidate the arbitration clause itself – this is confirmed by article 1180.1 of the CCP. In other words, even if the main contract is invalid, the arbitration proceedings may be conducted provided that the arbitration clause is valid.

Jurisdiction

Arbitrability of the disputes

Under article 1157 of the CCP, parties may bring disputes to arbitration involving property rights or disputes involving non-property rights which can be resolved by a court settlement, except for maintenance (alimony) cases. There is no statutory list of cases in which parties can conclude a settlement. In some cases, a settlement is inadmissible (eg, in social insurance cases, divorce and certain other family cases).

Apart from these, a vast majority of typical disputes is arbitrable in Poland. Nevertheless, parties have to be careful when submitting, for example, bankruptcy claims and consumer disputes to arbitration (an arbitration clause in a contract between an entrepreneur and a consumer, if it was not individually negotiated, may be treated as an unfair contract term).

It is of high controversy whether corporate disputes are arbitrable – this especially concerns challenging the resolutions of corporate bodies. The courts still hold that such disputes are not arbitrable. However, at the same time, there is a lot of debate in that regard among legal scholars. Without doubt the adoption of the arbitrability of corporate disputes would certainly have a positive influence on the development and popularity of arbitration in Poland.

Competence-competence rule

Polish arbitration law recognises the tribunal's authority to decide on its own jurisdiction in article 1180.1 of the CCP. In principle, parties should already have raised the charge of the lack of tribunal's jurisdiction at the beginning of arbitration, or at the latest in the reply to the statement of claims (article 1180.2. of the CCP). In such a case, the tribunal may, at its discretion, issue a decision in which it declares that it has jurisdiction. Nonetheless, this decision can be challenged before a state court. When an arbitral tribunal decides that it has jurisdiction, each party can ask a state court to verify this decision (and therefore rule on the issue of the tribunal's jurisdiction) within two weeks counting from the date of service

of the tribunal's decision (article 1180.3 of the CCP). The decision of the state court may be subject to a complaint. Generally, Polish courts review an arbitral tribunal's decisions on its jurisdiction *de novo*, examining the whole of the evidentiary material.

There are also two other instances in which a Polish state court can decide on the jurisdiction of the arbitral tribunal.

Firstly, when a dispute brought before a court is covered by an arbitration agreement and the respondent asks the court to refer parties to arbitration. In such a case, the court examines the arbitration agreement to determine whether it is valid, effective, enforceable, and has not expired or whether an arbitral tribunal has already declined its jurisdiction.

Secondly, in post-arbitral proceedings the lack of the tribunal's jurisdiction is one of the reasons to set the award aside and to refuse the recognition or enforcement of an arbitral award.

Non-signatories to the arbitration agreement

There is one important situation under which Polish arbitration law binds non-signatories with an arbitration agreement. According to article 1163.1 of the CCP, if an arbitration agreement is contained in a company's by-laws or its articles of association, it is binding not only upon the company itself but also upon every shareholder of the company, even if they did not sign the original document, for instance, because they entered the company at some later stage after its establishment.

With respect to other instances, it is not clear whether the Polish law allows for the extension of the arbitration agreement to non-signatories. The courts and tribunals would probably not assume jurisdiction in this regard.

Choice of law rules

Under article 1194.1 and 2 of the CCP, tribunals should apply the law applicable to a given relationship or, only where expressly authorised by the parties, rule on the basis of the general principles of law or equity. In each case, the arbitrators shall take the provisions of an agreement and the established customs into consideration. The applicable law is therefore established on the basis of private international law.

The arbitral tribunal

The selection of arbitrators

According to article 1170.1 and 2 of the CCP, any natural person, irrespective of their nationality, with a full capacity to perform acts in law can be an arbitrator, except for judges on duty. This means that, unless parties provide for special characteristics of arbitrators (eg, nationality, fields of expertise, language), they are free to choose whomever they see fit. However, it should be remembered that the rules of particular arbitral institutions usually specify further limitations in this regard.

State courts can intervene in the process of the selection of arbitrators. Under articles 1171.2 and 1172 of the CCP, if the sole arbitrator, any of the party-appointed arbitrators, or the presiding arbitrator were not appointed in due time, any of the parties concerned may motion the state court to appoint an arbitrator.

Impartiality and independence of the arbitrators, disclosure

According to the new wording of article 1174.1 of the CCP, which was amended on 1 January 2016, a person appointed as an arbitrator submits a written statement of his or her impartiality and independence to both parties. A person appointed as an arbitrator is obligated to immediately disclose any circumstances that

could raise doubts as to his or her impartiality or independence to the parties. This was already a prevalent practice in Polish arbitral institutions even before the amendment. The IBA Guidelines on Conflict of Interest are commonly used as a helpful tool to do the so-called 'conflict check'.

Challenge and removal of an arbitrator

As far as challenging arbitrators is concerned, parties may motion for the removal of an arbitrator from the tribunal within a mutually agreed procedure. If a tribunal or arbitral institution does not exclude an arbitrator within one month from the day on which a party requested that exclusion, the requesting party has two more weeks in which to petition a state court with a motion for the removal of an arbitrator.

In cases in which parties did not agree on a procedure for the challenge of arbitrators or it is not contained in the rules of a given arbitral institution, the party that seeks to exclude an arbitrator should notify all arbitrators and the other parties. If the arbitrator does not resign or the remaining parties do not agree to a joint motion for the exclusion within two weeks, the party may also motion the court to exclude the arbitrator; this follows from article 1176 of the CCP.

As regards the removal of arbitrators, under article 1177.2 of the CCP, an arbitrator may be removed by a state court if it is evident that they will not perform their actions in due time or if they delay the performance of their activities without due cause.

Preliminary and interim relief

Arbitral tribunal

Polish arbitration law prescribes that a party can file a motion for securing the claims. Such a motion can be heard by an arbitral tribunal or a state court.

Consequently, unless the parties have agreed otherwise, a party can request that the arbitral tribunal secure all types of claims provided that any such claim was made plausible, in a manner that the tribunal deems appropriate. The tribunal can make the enforceability of its decision conditional upon providing appropriate security (article 1181.1 of the CCP). The decision on securing claims can be changed or repealed during the course of proceedings (article 1181.3 of the CCP) and is subject to enforcement by a state court so as to become enforceable.

It is not clear whether the court or arbitral tribunal may order the securing of the costs of the arbitral proceedings. However, there are arguments for granting this, as even the CCP, in terms of state court proceedings for securing claims, allows for 'predicted costs of the proceedings', among others, to be secured (article 736.3 of the CCP).

State courts

Article 1166 of the CCP expressly allows the state court to secure claims even if the parties have concluded an arbitration agreement and irrespective of the jurisdiction of the tribunal. The state court will secure the claim if a party makes the existence of the claim plausible and asserts that without securing the claim, the enforcement of the award will be impossible or difficult or that the purpose of the proceedings will be impossible or difficult to achieve (article 730 of the CCP).

Procedure

General remarks

The CCP consists of both mandatory and non-mandatory rules. Most rules on procedure in front of arbitral tribunals are of a

non-mandatory nature. Parties are usually invited to shape their own procedural scheme (article 1184.1 of the CCP). However, for example, provisions on recourse against the award and the recognition and enforcement of awards are, by principle, of a mandatory nature. The same applies to rules referring to basic principles of the proceedings (eg, due process and the right to be heard).

In principle, to initiate the proceedings, a claimant has to file a request for arbitration, which follows from article 1186 of the CCP. Subsequently, the parties file a statement of claim and a reply to the statement of claim (article 1189 of the CCP). However, quite often procedural rules of arbitral institutions require only the statement of claim and the reply.

As far as the parties' representatives are concerned, there are two main legal professions in Poland: attorneys and legal counsel. Both are organised in bars, which have detailed codes of ethical conduct. Note that foreign lawyers are also able to participate in arbitration proceedings in Poland.

There are no legal rules on the funding the arbitral proceedings. Third-party funding is slowly entering the Polish market, mostly through foreign funders. There is also a common trend to popularise insurance from costs incurred in legal proceedings. Furthermore, lawyers are restricted from funding their own clients under the rules of professional conduct of the legal professions. Likewise, a lawyer's remuneration cannot consist only of contingency fees.

Evidence

Parties and the arbitral tribunal are free to shape the evidentiary proceedings as they see fit and use any means of evidence they deem appropriate, provided only that the principle of equality of the parties – also in terms of the presenting of evidence – is observed. Article 1184.2 of the CCP sets forth that the arbitral tribunal is not bound by the provisions on the proceedings before a state court. For instance, the parties can decide to have consecutive hearings, which is rather rare in state court proceedings.

Under article 1191.1 of the CCP, the arbitral tribunal may question witnesses and experts, and make an examination of a scene or use any other means of evidence. The tribunal cannot, however, exercise means of compulsion for the presentation of evidence, for example, impose a fine on a witness for non-appearance before the tribunal nor can it swear in a witness. Thus, the tribunal itself relies on parties to cooperate in evidentiary proceedings. However, under article 1192 of the CCP, the tribunal may request the state court to assist it in evidentiary proceedings or in any other activities that the tribunal is unable to perform.

It has become common practice in Polish arbitral institutions, however, to rely, to a certain degree, on the International Bar Association's Rules on Taking Evidence in International Arbitration.

In principle, before Polish state courts – similarly to in many other countries in continental Europe – there is no discovery or disclosure (at least to the extent known in the common law countries) and witness examination is rather not done by cross-examination. Written witness statements are not used before Polish state courts but are accepted in arbitration cases.

In arbitration, it is acceptable for parties to submit the private opinion of an expert witness. On the contrary, in state court proceedings such an opinion does not constitute 'proper' evidence. Moreover, it is possible to confront and simultaneously examine expert witnesses (hot tubbing).

Attorney–client privilege applies in Poland.

Confidentiality

There is no legal provision regulating the confidentiality of arbitration in Poland, although some scholars claim that it is confidential by nature. Any state court proceedings referring to arbitration (in particular post-arbitral proceedings) are not confidential and are open to the public. Anonymised judgments made in such proceedings are in the public domain. Entities with shares traded on a public market have statutory obligations to provide information on important court and arbitral proceedings. In addition, relying on information obtained in arbitral proceedings is not prohibited by the law. Nevertheless, parties are free to agree on the confidentiality of arbitration.

An award

The formal requirements for an arbitral award are set forth in article 1197 of the CCP; the award should be made in writing, contain the reasoning of the tribunal and, in principle, be signed by all the arbitrators. It should also contain references to the arbitration agreement, identify both parties and arbitrators, and specify the date and place of issuance.

Polish arbitration law does not explicitly stipulate limits in terms of particular damages that can be awarded. Tribunals should, nonetheless, be bound by the limits of public policy, as an award contrary to Polish public policy may be set aside and its recognition or enforcement may be denied. For example, in a recent case involving the enforcement of a foreign state court judgment, the Supreme Court firmly explained that a judgment awarding punitive damages may not be enforced in Poland, as it contradicts the public policy.

Parties can recover the fees and costs of arbitration. There are no legal rules pertaining to the costs of arbitral proceedings. There is no prevailing practice in this regard; however, some tribunals follow the rules of the CCP, which, in principle, uses the 'costs follow the event' doctrine (ie, the losing party reimburses the costs incurred by the other party).

Review of an award

Arbitral appellate proceedings

The parties are free to agree on an appellate arbitral procedure (ie, to have their case examined by an arbitral tribunal of first instance, followed by an arbitral tribunal of second instance). The Lewiatan Court of Arbitration in Warsaw introduced such optional appellate procedures to its rules in 2015. However, when deciding on two-instance proceedings parties should be aware that it will prolong the final resolution of their dispute.

Setting the award aside

A final arbitral award issued in Poland may be challenged in a state court by a motion for setting aside (article 1206 of the CCP), provided that:

- there was no arbitration agreement, the agreement is not valid, ineffective, or has lost its effectiveness;
- the party was not given proper notice of the appointment of an arbitrator, of the arbitral proceedings or was otherwise unable to present its case;
- the arbitral award deals with a dispute not covered by or beyond the scope of the arbitration agreement;
- the composition of the arbitral tribunal or the fundamental rules of arbitral procedure were violated;
- the award was obtained by way of a crime or the award was issued on the basis of a forged or falsified document;
- a final court judgment has already been made in the same case between the same parties;

- the dispute is not arbitrable under statutory law; or
- the award is contrary to the fundamental principles of public policy.

Significant changes were introduced with respect to the ‘setting aside’ procedure by the amendment of the CCP that entered into force on 1 January 2016. The motion for setting the award aside, in principle, has to be filed, to the court of appeals as the court of first instance, within two (previously three) months from the date on which the party was served the award. What is new is that the court applies *mutatis mutandis* provisions for appellate proceedings to the proceedings for setting aside an award and the motion for setting the award aside should conform to the prerequisites prescribed for an appeal. The court does not, however, hear the case again nor does it re-examine the facts of the case (no *de novo* standard of review). If the party does not raise the reasons mentioned above, the court cannot set the award aside on the basis of these reasons (except for the non-arbitrability of the dispute and the violation of public policy). As of 1 January 2016, parties cannot appeal against the judgment of the court of first instance. Parties are only allowed to file an extraordinary means of appeal – a cassation complaint to the Supreme Court (articles 1205 to 1211 of the CCP).

The scope of the basis for the setting aside of an award is not subject to parties’ agreement.

When it comes to setting the award aside, the petitioning party should be aware that according to article 1193 of the CCP, in the event of a breach of the mutually agreed terms of proceedings before an arbitral tribunal, the party who was aware of the breach may not invoke such a breach in the motion to set aside the award if it had earlier failed to raise the charge with regard to this breach.

Recognition and enforcement of an award

General procedure

As mentioned above, Poland is a party to the New York Convention. However, it has made reservations restricting the application of the convention to commercial cases and to awards made on the territory of another contracting state. The convention takes precedence over the national law. Poland has also signed the Geneva Convention.

It has been already stressed that significant changes in the procedure for the recognition and enforcement of an arbitration award were introduced by the amendment to the CCP that entered into force on 1 January 2016. To recognise or enforce an award, a party must file a motion to a state court – the court of appeals – which is a new solution, and append it with the original or a certified copy of the award and the arbitration agreement, along with translations into Polish, if these documents were drafted in a foreign language.

What is also new is that the proceedings for the recognition and enforcement of an arbitration award are conducted under the rules for appellate proceedings (*mutatis mutandis*) not under the rules of procedure for the court of first instance.

Domestic awards

Under the CCP, the court can refuse the recognition or enforcement of an arbitral award issued in Poland (articles 1214 to 1215

of the CCP) only if the dispute is not arbitrable or it would be contradictory to the fundamental principles of public policy. The decision of the court of appeals on the recognition or enforcement concerning an award or settlement made before a Polish arbitral tribunal can be challenged only by a complaint filed in the so-called ‘parallel instance’ (ie, not to a higher court but to another ruling bench of the same court of appeals). There is no right to file a cassation complaint in such cases.

Foreign awards

In the case of foreign awards, the decision of the court of appeals on the recognition or enforcement of an arbitration award can only be challenged by means of an extraordinary appeal – a cassation complaint to the Supreme Court (articles 1212 to 1217 of the CCP). The recognition or enforcement of a foreign arbitral award can also be refused upon the motion of a party if:

- there was no arbitration agreement, the agreement is not valid, is ineffective, or has lost its effectiveness;
- the party was not given proper notice of the appointment of an arbitrator, or of the arbitral proceedings, or it was otherwise unable to present its case before the arbitral tribunal;
- the arbitral award deals with a dispute not covered by or beyond the scope of the arbitration agreement;
- the composition of the arbitral tribunal or the arbitral procedure was violated;
- the arbitral award has not yet become binding for the parties or has been set aside or the enforceability thereof has been suspended by the court in which, or under the law of which, the award was made;
- the dispute is not arbitrable; or
- it would be contradictory to the fundamental principles of public policy.

Public policy issue

The concept of public policy does not have a legal definition, but it pertains to the most fundamental principles of Polish law. These principles are established in case law (eg, the compensation cannot exceed the actual damage, the liquidated damages [contractual penalties] cannot be excessive, the statutory prohibition of set-offs cannot be violated). While examining the compliance of the award with public policy, the court should not judge the evaluation of the fact of the case. Therefore, in principle, public policy should be interpreted narrowly. However, due to the lack of any definition, the courts’ interpretation in this regard can be somewhat broader.

Res judicata

If an arbitral award was recognised or its enforceability was declared, it has the same legal effect as a final and binding court decision (article 1212 CCP). Consequently, it has a *res judicata* effect, which means that the case between the same parties and on the same matter cannot be reheard. If a second claim in the same case is filed, it will be rejected. In 2012, the application of *res judicata* in arbitration was confirmed in the judicature of the Supreme Court.



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Kubas Kos Galkowski is a law firm with a well-established position confirmed by rankings. It specialises in court and arbitration proceedings, real estate law, banking and finance, companies law and trade law, as well as bankruptcy law and enterprise restructuring. Arbitration proceedings in commercial transactions are one of the fundamental specialisations of Kubas Kos Galkowski. The team of attorneys has many years of experience in representing clients, and is supported by numerous academic achievements in the area of arbitration proceedings, which is a guarantee of the highest standards of legal services. Kubas Kos Galkowski has represented clients, including leading Polish and foreign businesses, in comprehensive arbitrations with high amounts in dispute under the rules of the world's leading arbitration institutions (the Vienna International Arbitral Centre, the Swiss Chambers of Commerce Association for Arbitration and Mediation, and the International Chamber of Commerce). Its partners are often selected as arbitrators in domestic and international arbitrations. Kubas Kos Galkowski is a founding member of the European Federation for Investment Law and Arbitration (EFILA) and also a partner of the Allerhand Institute – an independent research centre that conducts interdisciplinary and comparative studies on the role of legal institutions in creating and working in economic markets, both in terms of the shape of the regulation and the institutional framework they create – where Kamil Zawicki is a chairman of the Dispute Resolution Section.



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