Legal 500
Country Comparative Guides 2026

Italy
International Arbitration

Contributor



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This country-specific Q&A provides an overview of international arbitration laws and regulations applicable in Italy.

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Italy: International Arbitration

1. What legislation applies to arbitration in your country? Are there any mandatory laws?

The legislation applicable to arbitration in Italy depends on the type of arbitration.

There are two forms of arbitration in our legal system: formal arbitration (*arbitrato rituale*), which is governed by Articles 806–808 *bis* and 808 *quater* – 840 of the Italian Code of Civil Procedure, and informal arbitration (*arbitrato irrituale*), which arose from practice and has been governed, since 2006, by Article 808 ter of the Italian Code of Civil Procedure.

An award rendered in formal arbitration has the same effect as a judgment issued by a judicial authority (Article 824 bis of the Italian Code of Civil Procedure), while an award issued at the outcome of informal arbitration only has contractual force.

It should be noted that the Cartabia Reform (*Riforma Cartabia*), introduced by Legislative Decree No 149 of 10 October 2022 (implementing the enabling law for the reform of civil proceedings and the revision of the rules governing alternative dispute resolution mechanisms) has introduced recent and significant changes to the rules governing formal arbitration.

2. Is your country a signatory to the New York Convention? Are there any reservations to the general obligations of the Convention?

Yes. Italy ratified the New York Convention without reservations with Law No 62 of 19 January 1968, which entered into force on 1 May 1969.

3. What other arbitration-related treaties and conventions is your country a party to?

In addition to the New York Convention, Italy is a party to the following conventions:

- the Geneva Convention of 26 September 1927, on the enforcement of arbitral awards;
- the Geneva Convention of 21 April 1961, on international commercial arbitration;
- the Washington Convention of 18 March 1965, on the settlement of investment disputes between States and nationals of other States, establishing the International Centre for Settlement of Investment Disputes.

4. Is the law governing international arbitration in your country based on the UNCITRAL Model Law? Are there significant differences between the two? Are there any impending plans to reform the arbitration laws in your country? Has your jurisdiction adopted, or is it considering adopting, the amendments of 6 July 2026 regarding electronic awards and communications?

Italian arbitration law is not based on the UNCITRAL Model Law on International Commercial Arbitration but it shares many of its key principles.

Recently, in line with the UNCITRAL Model Law, the Cartabia Reform has introduced the possibility for arbitrators to issue interim measures, provided that the parties have conferred such power on said arbitrators (Article 818 of the Italian Code of Civil Procedure).

At the moment there are no other reform projects underway.

On 6 July 2026, UNCITRAL adopted amendments to the UNCITRAL Model Law expressly addressing electronic arbitral awards and electronic communications. Italian law already provides a general legal framework for electronic documents and electronic signatures, but the 2026 UNCITRAL amendments have not been specifically incorporated into the Italian arbitration regime.

5. What arbitral institutions (if any) exist in your country? When were their rules last amended? Are any amendments being considered?

In Italy, arbitral institutions include the arbitration chambers set up at the chambers of commerce and, more recently, the arbitration chambers set up by certain professional associations. We should also mention the Arbitration Chamber set up at the Milan Bar Association.

Each arbitration chamber operates under its own set of rules and no amendments to these rules are currently

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known.

The Milan Chamber of Arbitration has adopted its specific rules: the Rules of the Milan Chamber of Arbitration, which have recently been revised and came into force on 1 March 2023.

It should also be noted that Italian law allows for ad hoc arbitration, an arbitration procedure managed by the arbitrators and the parties themselves, without the intervention of any arbitral institution.

6. Is there a specialist arbitration court in your country?

As mentioned above, there are several bodies responsible for organising and managing arbitration proceedings in Italy, such as the Milan and Rome Arbitration Chambers.

Jurisdiction over challenges to domestic arbitral awards, as well as applications for the recognition of foreign arbitral awards, lies with the local courts of appeal, which also hear any subsequent challenges.

7. What are the validity requirements for an arbitration agreement under the laws of your country?

Under Italian law, the parties to a contract may refer disputes that have arisen or may arise between them to arbitrators by an arbitration clause included in the main contract. The parties to a contract may also refer disputes that may arise between them to arbitrators also by a compromise (i.e. a separate arbitration agreement).

In respect to the validity, it should be noted that both the compromise and the arbitration clause must, under penalty of nullity, be drawn up in writing and determine the subject matter of the dispute, in accordance with the provisions of Articles 807 and 808 of the Italian Code of Civil Procedure.

8. Are arbitration clauses considered separable from the main contract?

In Italy, pursuant to Article 808 of the Italian Code of Civil Procedure, the validity of arbitration clauses must be assessed independently of the contract to which they refer.

Consequently, the invalidity of the main contract does not affect the validity of the arbitration clause contained therein, and it is left to the arbitrators to ascertain the alleged invalidity.

9. Do the courts of your country apply a validation principle under which an arbitration agreement should be considered valid and enforceable if it would be so considered under at least one of the national laws potentially applicable to it?

Article V(1)(a) of the 1958 New York Convention provides that recognition of an arbitral award may be refused if the agreement is not valid under the applicable law chosen by the parties or, failing that, under the applicable law of the country in which the award was issued; in view of the foregoing, a validation principle in the strict sense is not formally recognised in Italy.

10. Are asymmetric arbitration clauses – for instance, where one party has the right to choose between arbitration or litigation while the other party does not have this option – valid in your jurisdiction?

Asymmetric clauses, which are not frequently applied in our legal system, have been examined on several occasions by the courts, which have generally ruled them to be legitimate based on the principle that the rights covered by the arbitration agreement are freely disposable by the parties (Supreme Court, SU, 08 March 2012, No 3624, in *www.dejure.it*, Supreme Court, S.I, 25 March 2025, No 7894, in *www.arbitratoinitalia.it*, Court of Appeal of Rome, 31 May 2025, No 3405, in *www.arbitratoinitalia.it*).

11. In what instances can third parties or non-signatories be bound by an arbitration agreement? Are there any recent court decisions on these issues?

In Italy, third parties cannot be bound by an arbitration agreement. In fact, pursuant to Article 1372 of the Italian Civil Code a contract is legally binding between the parties and has no effect on third parties except in cases provided for by law.

Exceptions to this rule occur in cases where third parties have rights deriving from the contract. One case on which the Italian Supreme Court has ruled on several occasions is that of a contract in favour of a third party: the arbitration clause contained in a contract in favour of a third party is, in fact, enforceable against the latter if they

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have expressed their willingness to take advantage of the relevant provision (Supreme Court, S. I, 10/02/2022, No 4338, in *www.dejure.it*).

12. Are there any recent court decisions and/or legislative reform in your country concerning the choice of law applicable to an arbitration agreement where no such law has been specified by the Parties?

This question concerns the law governing the arbitration agreement itself.

In a recent judgment (27 November 2025, No 3234, in *www.bdp.giustizia.it*), the Court of Appeal of Milan addressed the law applicable to an arbitration agreement in the context of the recognition and enforcement of a foreign arbitral award. The Court confirmed that, pursuant to Article 840, Paragraph 3, No 1 of the Italian Code of Civil Procedure and Article V(1)(a) of the New York Convention, the validity of the arbitration agreement must be assessed under the law to which the parties have made it subject, or, in the absence of any indication in that regard, under the law of the country where the award was made.

Unlike the English Arbitration Act 2025, Italian law does not provide for a general statutory rule designating the law of the seat as the law governing the arbitration agreement absent a choice by the parties.

No recent legislative reform addressing this issue has been adopted.

13. How is the law applicable to the substance determined? Is there a specific set of choice of law rules in your country?

This question concerns the law applicable to the merits of the dispute.

Pursuant to Article 822 of the Italian Code of Civil Procedure, the substantive law on the basis of which the arbitral tribunal is called upon to decide the merits of the dispute is identified by the parties, either within the agreement or in a separate deed prior to the commencement of the arbitration proceedings.

In the absence of such a choice, following the amendments introduced by the Cartabia Reform, arbitrators shall apply the rules or law identified under the conflict-of-laws rules they deem applicable. Prior to the Cartabia Reform, Italian private international law rules were generally regarded as mandatorily applicable for this purpose.

No further legislative reforms have been adopted on this issue since the Cartabia Reform.

14. In your country, are there any particular requirements for and/or restrictions in the appointment of arbitrators?

Yes. Pursuant to Article 812 of the Italian Code of Civil Procedure, anyone who lacks legal capacity, whether in whole or in part, cannot be an arbitrator.

Furthermore, arbitrators must possess the qualifications expressly agreed upon by the parties and meet the requirements of independence and impartiality set forth in Article 815 of the Italian Code of Civil Procedure; failing these requirements arbitrators may be challenged.

Pursuant to Article 813 of the Italian Code of Civil Procedure, acceptance of the appointment by arbitrators must be given in writing and, under penalty of nullity, be accompanied by a statement disclosing all relevant circumstances pursuant to Article 815 of the Italian Code of Civil Procedure.

15. Can the local courts intervene in the selection of arbitrators? If so, how?

Yes. As provided for in Articles 809, 810, 813 *bis* and 815 of the Italian Code of Civil Procedure, the president of the court in whose district the arbitration proceedings are to be held may intervene in the appointment of arbitrators in the following cases:

- where this is provided for in the arbitration agreement;
- where a party has failed to appoint its own arbitrator;
- where the arbitration clause provides for an even number of arbitrators and the parties cannot agree on the additional arbitrator;
- in the event of a dispute over the appointment of an arbitrator.

The appointment may be requested by the performing party by petitioning the president of the court in whose circuit the arbitration proceedings are to be held (or, failing that, the president of the Court of Rome). The latter shall make the requested appointment unless the arbitration agreement is manifestly non-existent or clearly provides for foreign arbitration.

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The appointment shall be made in accordance with criteria that ensure transparency, rotation and efficiency. To this end, notice of the appointment is published on the website of the relevant court.

16. Can the appointment of an arbitrator be challenged? What are the grounds for such a challenge? What is the procedure for such a challenge?

Yes. As set out in Article 815 of the Italian Code of Civil Procedure, an arbitrator may be challenged:

- if he or she does not have the qualifications expressly agreed upon by the parties;
- if he or she has an interest in the case;
- if he or she or his or her spouse is a relative within the fourth degree, cohabitants or other members of the same household of one of the parties, a legal representative of the parties or any of the defence counsel, or has a pending case or serious personal hostility with one of the parties, a legal representative of the parties or any of the defence counsel;
- if he or she is related to one of the parties or has provided advice, assistance or defence to one of the parties at an earlier stage of the case or has testified as a witness.

The Cartabia Reform has added to the previous grounds for challenge any other serious reasons of expediency that may affect the independence or impartiality of an arbitrator.

A party may not challenge an arbitrator it has appointed or has contributed to appointing except on grounds known after the appointment.

The challenge must be filed by appealing to the president of the court in whose district the arbitration proceedings are held, within a peremptory period of ten days from the notification of the appointment or from the discovery of the ground for challenge.

The president issues a non-appealable order, after hearing the challenged arbitrator and the parties and, where necessary, gathering summary information.

The filing of a challenge does not suspend the arbitration proceedings, unless the arbitrators decide otherwise. If the challenge is upheld, resulting in the appointment of a new arbitrator, the work performed by the challenged arbitrator or with his or her participation is ineffective.

17. Have there been any recent developments concerning the duty of independence and impartiality of the arbitrators, including the duty of disclosure?

Yes. As noted above, the Cartabia Reform introduced significant changes to Article 815, Paragraph 1, No 6 *bis*, of the Italian Code of Civil Procedure, which now includes among the grounds for challenging arbitrators also the emergence of serious reasons of expediency, such as to affect the independence and impartiality of an arbitrator. This amendment facilitates the assessment of a potential conflict of interest.

The Cartabia Reform also introduced, in Article 813 of the Italian Code of Civil Procedure, the obligation for arbitrators to disclose any circumstances relevant to recusal or the absence thereof and the obligation to renew such declaration in the event of supervening circumstances.

The requirements of independence and impartiality of arbitrators are also governed by the rules of the arbitration chambers.

18. Are arbitrators immune from liability?

Pursuant to Article 813 *ter* of the Italian Code of Civil Procedure, arbitrators shall be held liable for damages caused to the parties in the following cases:

- if they are removed from office due to wilful misconduct or gross negligence in failing or delaying to perform their duties, or if they resign without just cause;
- if they fail to render the award within the prescribed time limit, or prevent its issuance, through wilful misconduct or gross negligence.

Again, as provided for in Article 813 *ter* of the Italian Code of Civil Procedure, in addition to the cases strictly provided for by the law, arbitrators shall be held liable only for wilful misconduct or gross negligence within the limits provided for ordinary judges under Article 2 of Law No 117 of 13 April 1988.

Liability proceedings may be brought pending arbitration only in the case referred to in point (i) above.

If the award has already been made, liability proceedings may be brought only after the challenge has been upheld by a final judgment and for the reasons for which the challenge was upheld.

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In cases of arbitrator liability, the arbitrator is not entitled to remuneration and reimbursement of expenses or, in the case of partial annulment of the award, these are subject to reduction.

19. Is the principle of competence-competence recognized in your country?

Yes. The principle of competence-competence is recognised in Article 817 of the Italian Code of Civil Procedure, which provides that if the validity, content or scope of the arbitration agreement or the proper constitution of the arbitral tribunal is challenged during the arbitration proceedings, the arbitrators shall decide on their own jurisdiction.

20. What is the approach of local courts towards a party commencing litigation in apparent breach of an arbitration agreement?

The ordinary court may rule on its own lack of jurisdiction, pursuant to Article 819 *ter* of the Italian Code of Civil Procedure, only where the objection of lack of jurisdiction on the basis of the arbitration agreement has been raised in the statement of defence (*comparsa di risposta*) within the applicable time limits.

21. What happens when a respondent fails to participate in the arbitration? Can the local courts compel participation?

Under Italian law, a party cannot be compelled to participate in arbitration proceedings.

However, once the arbitral tribunal has verified that the formal requirements for initiating proceedings have been met, it may examine the case and issue its award regardless of the non-participation of one of the parties.

22. Can third parties voluntarily join arbitration proceedings? If all parties agree to the intervention, is the tribunal bound by this agreement? If all parties do not agree to the intervention, can the tribunal allow for it?

In accordance with Article 816 *quinquies* of the Italian Code of Civil Procedure, third parties may voluntarily intervene or be called upon in the arbitration proceedings, subject to the agreement of the other parties and the arbitrators; however, dependent intervention and intervention by necessary joinder of parties are always permitted.

23. What interim measures are available? Will local courts issue interim measures pending the constitution of the tribunal? Are anti-suit and/or anti-arbitration injunctions available and enforceable in your country? What is the approach of local courts in your jurisdiction to anti-arbitration injunctions issued in breach of arbitration agreements? Have there been any recent decisions on this point?

Prior to the Cartabia Reform, arbitrators were permitted to issue interim measures only in strictly regulated cases, such as disputes concerning the validity of shareholders' resolutions (Article 838 *ter* of the Italian Code of Civil Procedure).

With the adoption of the Cartabia Reform, a new provision (Article 818 of the Italian Code of Civil Procedure) now allows the parties, by means of an arbitration agreement, to grant arbitrators the power to order precautionary measures.

As regards anti-suit or anti-arbitration injunctions, while these are widely used in common law systems, civil law systems, including Italy, are reluctant to grant them (see the recent Judgment of the Court of Justice of the European Union of September 7, 2023: Case C-590/21).

Italian law does not generally provide for anti-arbitration injunctions as a specific remedy and no significant body of case law has developed on the issue.

24. Are there particular rules governing evidentiary matters in arbitration? Will the local courts in your jurisdiction play any role in the obtaining of evidence? Can local courts compel witnesses to participate in arbitration proceedings?

Article 816-*ter* of the Italian Code of Civil Procedure sets out specific rules concerning the taking of evidence in arbitration proceedings.

For example, arbitrators may be assisted by one or more technical experts and may request from public authorities any documents or written information necessary for the resolution of the dispute.

As regards witness testimony, if a witness refuses to appear before the arbitral tribunal, the President of the

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Court in the district where the arbitration proceedings are taking place may order the witness to appear.

25. What ethical codes and other professional standards, if any, apply to counsel and arbitrators conducting proceedings in your country? Do these codes and professional standards apply only to counsel and arbitrators having the nationality of your jurisdiction?

Arbitrators must comply with the ethical standards of their professional association, as well as with any internal regulations issued by arbitral institutions, in cases of administered arbitration. These obligations apply regardless of the nationality of the arbitrator or counsel.

26. In your country, are there any rules with respect to the confidentiality of arbitration proceedings?

The Italian Code of Civil Procedure does not impose any confidentiality obligations.

Notwithstanding the foregoing, arbitration proceedings and the institutions that organise and administer them offer the parties a high degree of confidentiality, including in relation to the award.

By way of example, Article 8 of the Milan Chamber of Arbitration Rules requires the parties, their counsel, the arbitral tribunal and any technical experts to maintain the confidentiality of both the proceedings and the award. The award may, moreover, be published by the Milan Chamber of Arbitration in anonymised form, provided that none of the parties objects.

27. How are the IBA guidelines on conflicts of interest and other similar soft law sources viewed by courts and tribunals in your jurisdiction? Are they frequently applied? Have any developments under the 2024 IBA Guidelines, including the expanded Orange List, the treatment of social media conduct, or due diligence obligations on parties, and the UNCITRAL Code of Conduct for Arbitrators been addressed by courts and tribunals in your jurisdiction?

The IBA guidelines are a non-binding instrument developed by the International Bar Association to guide international arbitration practice and provide uniform criteria on the independence and impartiality of arbitrators. They are divided into Part I, General Standards Regarding Impartiality, Independence and Disclosure, and Part II, Practical Application of the General Standards. The latter is structured around a number of non-exhaustive lists that provide guidance reflecting different levels of potential conflicts of interest. The Orange List is a non-exhaustive list of situations that may give rise to doubts as to an arbitrator's independence or impartiality and therefore must be disclosed by the arbitrator for the parties' consideration.

The Milan Chamber of Arbitration lists the guidelines, and therefore the Orange List, among its international reference materials and expressly cites them as guidance for assessing apparent impartiality or conflicts of interest.

As for other soft-law instruments, since 2016, the Milan Chamber of Arbitration has also adopted a specific procedure governing the services it provides for arbitrations conducted under the UNCITRAL Arbitration Rules.

To date, no significant publicly reported Italian court or arbitral decisions **have been identified that specifically address** social media conduct or the parties' due diligence obligations.

Likewise, no significant publicly reported Italian decisions have addressed the UNCITRAL Code of Conduct for Arbitrators in International Investment Dispute Resolution.

28. How are the costs of arbitration proceedings estimated and allocated? Can pre- and post-award interest be included in the principal claim and costs incurred?

The costs of arbitration proceedings in Italy are generally calculated, as in ordinary court proceedings, based on the value of the dispute, determined with reference to the claims submitted by the parties.

In administered arbitration, the operating costs of the arbitral tribunal and of the arbitral institution must also be taken into account.

The award determines the allocation of costs, based on the "loser pays" principle (*principio della soccombenza*).

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29. How are applications for security for costs viewed in your jurisdiction?

There are no specific provisions on this matter in the Italian Code of Civil Procedure.

However, institutional rules may contain relevant provisions. For example, Article 41 of the Rules of the Milan Chamber of Arbitration allows the arbitral institution to request an initial advance on costs from the parties.

30. What legal requirements are there in your country for the recognition and enforcement of an award? Is there a requirement that the award be reasoned, i.e. substantiated and motivated?

Pursuant to Article 824-*bis* of the Italian Code of Civil Procedure, an award has the same effect as a court judgment. However, to be enforceable, the award must go through a specific procedure known as "*exequatur*".

Pursuant to Article 823, an award must include the names of the arbitrators, the seat of arbitration, the identification of the parties, a reference to the arbitration agreement and the parties' requests for relief, a summary statement of the reasons, the operative part, the signatures of all arbitrators, and the date of those signatures.

31. What is the estimated timeframe for the recognition and enforcement of an award (domestic and international)? Can a party bring a motion for the recognition and enforcement of an award on an ex parte basis? Would the standard of review be different for domestic and international awards?

As mentioned above, domestic awards are automatically recognised but require exequatur to become enforceable.

Where an order declaring the award enforceable is sought, the timeline may vary depending on whether a challenge is filed; if no challenge is brought, the court typically issues its decision in under one year."

For foreign awards, Article 839 of the Italian Code of Civil Procedure provides that a party seeking enforcement in Italy must file an application with the President of the Court of Appeal in the circuit where the opposing party resides (or with the Court of Appeal of Rome, if the opposing party does not reside in Italy).

The President, having verified the formal validity of the award, issues a decree of immediate enforceability in Italy, unless the dispute cannot be settled by arbitration under Italian law, or the award is contrary to Italian public policy.

Under Article 840 of the Italian Code of Civil Procedure, either party may appeal the decree (granting or denying enforcement) before the Court of Appeal within 30 days of service of the decree.

32. Can arbitration awards be appealed or challenged in local courts? What are the grounds and procedure in this regard? Is it possible for parties to waive any rights of appeal or challenge to an award by agreement?

An award rendered in formal arbitration may be challenged for nullity on the grounds strictly enumerated in Article 829 of the Italian Code of Civil Procedure, namely procedural errors (*errores in procedendo*), including:

- invalidity of the arbitration agreement;
- irregularities in the appointment of the arbitrators;
- formal defects in the award, including absence of reasons/failure to decide;
- the award being rendered beyond the limits of the arbitration agreement;
- breach of the adversarial principle;
- non-compliance with procedural forms agreed by the parties.

By contrast, for errors of law *(errores in iudicando*), a challenge is admissible only if expressly allowed by the parties or by statute, or on grounds of public policy, in individual labour disputes, and if the violation of rules of law concerns the determination of preliminary issues that are not arbitrable.

Under Articles 829 and 830, the challenge must be filed before the Court of Appeal in the circuit of the seat of arbitration within ninety days of service of the award, or, if the award has not been served, within six months of the date of the last signature.

The procedural framework and rules governing ordinary appellate proceedings apply to challenges to the validity of an arbitral award.

In the cases strictly provided by law, the award may also be subject to application for revision (*revocazione*) and third-party proceeding.

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Parties may not waive their right to challenge the award before it is rendered, but they may do so afterwards.

33. In what instances can third parties or non-signatories be bound by an award? To what extent might a third party challenge the recognition of an award?

If third parties lawfully intervene in arbitration proceedings, the award is enforceable against them.

Conversely, a third party who did not participate in the proceedings but is affected by the award may bring third-party proceedings pursuant to Article 404 of the Italian Code of Civil Procedure.

34. Are there any rules / court decisions that regulate or prohibit third party funding of arbitration proceedings – for instance, where funding by an entity not involved in the dispute in return for a share of the eventual award may be barred – in your jurisdiction?

The practice of third-party funding has only recently emerged in Italy and has become the focus of academic study, including comparative analyses examining its implications and identifying its risks and opportunities[(10)].

Article 43 of the Rules of the Milan Chamber of Arbitration provides that a party receiving funding from a third party in relation to arbitration proceedings and their outcome must disclose the existence of the funding arrangement and the identity of the funder; the disclosure must be repeated throughout the proceedings if any relevant changes occur or upon request by the arbitral tribunal.

[(10)] Locatelli F., *Challenges and Comparative Perspectives on Third-Party Litigation Funding*, in *www.Judicium.it*, 2024; Coppola G.P., Zamboni G., *Third Party Litigation Funding: istruzioni per l'uso*, in *www.dirittobancario.it*, 2025.

35. Is emergency arbitrator relief available and recognized in your country? Are decisions made by emergency arbitrators readily enforceable?

As noted above, the Cartabia Reform has recently introduced the possibility of resorting to arbitration to obtain interim measures.

For the phase prior to the establishment of the arbitral tribunal, Article 44 of the Rules of the Milan Chamber of Arbitration provides for access to emergency arbitration.

Although emergency arbitrator proceedings are therefore available under the Rules of the Milan Chamber of Arbitration, Italian law does not contain specific provisions expressly governing the recognition or enforcement of emergency arbitrator decisions.

To date, there appear to be no Italian court decisions on this issue.

In the legal literature, reference should be made to the contribution of F.G. Santacroce and A. Melchionda[(11)], who, after considering and rejecting the opposing view that an emergency arbitrator cannot be equated with an arbitrator in the proper sense, conclude that the reference to "arbitrator" in the new Article 818 of the Italian Code of Civil Procedure should be interpreted as extending to emergency arbitrators, with the consequence that their decisions would also be subject to Articles 818 *bis* and 818 *ter* of the Italian Code of Civil Procedure governing challenges to and enforcement of arbitral interim measures, respectively.

[(11)] F.G. Santacroce and A. Melchionda, *Thou Shalt Have the Power to Grant Interim Relief: The Reform of the Italian Regime on Arbitral Interim Relief*, Journal of International Arbitration, Vol. 40, No. 4 (2023).

36. Are there arbitral laws or arbitration institutional rules in your country providing simplified or expedited procedures for claims under a certain value? Are they often used?

There are no specific rules in national law that provide for the possibility of resorting to simplified arbitration.

However, with provisions aimed at speeding up the arbitration process, since 2020 the Milan Chamber of Arbitration has offered a simplified arbitration procedure applicable to disputes of up to €250,000 with a sole arbitrator.

The Rome Chamber of Arbitration has also introduced a simplified procedure for disputes up to €150,000, likewise appointing a sole arbitrator.

37. Have there been any recent court decisions in your country considering the setting aside of an award that has been enforced in another jurisdiction or vice versa?

Article 840 of the Italian Code of Civil Procedure provides

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that the recognition or enforcement of a foreign arbitral award must be refused by the Court of Appeal if the award has been set aside or suspended by a competent authority in the State where, or under the law of which, the award was made.

In a recent case, the Court of Appeal of Trieste refused to enforce a foreign award that had been partially set aside by the foreign court, based on Article 840, Paragraph 3, No 5, which does not distinguish between full and partial annulment (Court of Appeal of Trieste, 7 August 2023, available at *www.jusmundi.com*).

38. Have there been any recent court decisions in your country considering the issue of corruption? What standard do local courts apply for proving corruption? Which party bears the burden of proving corruption?

The relationship between corruption and arbitration has also been the subject of analysis by arbitral institutions. A relevant judicial development comes from a decree issued by the Preliminary Investigating Judge of the Court of Milan, which emphasised that corruption in judicial proceedings cannot be established "*when one of the parties is an arbitrator*". In fact, arbitrators perform their duties on the basis of a private assignment and therefore do not qualify as public officials under Italian criminal law (Court of Milan, Preliminary Investigating Judge, Decree of Dismissal, 24 October 2017, in *www.dejure.it*).

39. Has your country withdrawn from, or announced its intention to withdraw from, the Energy Charter Treaty? What is the status of the sunset clause in your jurisdiction?

Italy withdrew from the Energy Charter Treaty (ECT), having notified its withdrawal on 31 December 2014, with effect from 1 January 2016.

Pursuant to Article 47(3) of the ECT, the Treaty continues to apply for a period of 20 years to investments made before the withdrawal became effective. Accordingly, the sunset clause would in principle continue to apply to Italy until 1 January 2036.

However, as regards intra-EU relations, the Agreement on the interpretation and application of the ECT, which entered into force in October 2025, confirms that Article 47(3) does not produce legal effects in intra-EU relations.

Accordingly, the sunset clause cannot serve as a basis for intra-EU arbitration proceedings.

40. Have there been any recent court decisions or legislative developments in your country with respect to intra-European investor-State arbitration, the Energy Charter Treaty, or the enforcement of intra-EU? Are there any pending decisions?

On March 6, 2018, the Court of Justice of the European Union handed down its decision in Slovak Republic v Achmea BV (C-284/16) (the "*Achmea Decision*"), holding that ISDS (*Investor-State Dispute Settlement*) clauses contained in intra-EU Bilateral Investment Treaties (BITs) are incompatible with EU law, as they conflict with the principle of non-discrimination among investors within the single market. In fact, ISDS clauses would ultimately remove from the jurisdiction of Member States' courts disputes concerning national measures that involve the application of EU law.

Italy and other EU Member States have recognised the incompatibility of ISDS clauses with EU law (see "*Agreement for the termination of Bilateral Investment Treaties between the Member States of the European Union*", signed on May 5, 2020).

Despite the existing case law and regulatory framework, a number of arbitral tribunals have, in practice, continued to assert their jurisdiction in disregard of the Achmea ruling (ICSID Tribunal, 7 May 2019, in Eskosol v. Italian Republic).

Further developments have focused on the ECT. Following the judgment of the Court of Justice in Republic of Moldova v Komstroy (C-741/19), Decision (EU) 2025/1904 approved the Agreement on the interpretation and application of the Energy Charter Treaty. The Agreement, which entered into force in October 2025, confirms the common understanding that Article 26 ECT cannot and never could serve as a legal basis for intra-EU arbitration proceedings and that Article 47(3) does not produce legal effects in intra-EU relations.

There are also pending enforcement proceedings outside the EU concerning ECT awards rendered against Italy. In particular, enforcement of the CEF Energia and Greentech/NovEnergia awards is being sought before the U.S. District Court for the District of Columbia, although the Svea Court of Appeal (Sweden) has since annulled both arbitral awards. Notwithstanding that annulment, by order of 10 February 2025 the District Court found Italy's sovereign immunity defence to be "colorable", meaning

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sufficiently plausible to warrant preliminary consideration, and accordingly adopted a bifurcated briefing schedule, with the first phase limited to jurisdictional issues, with a deadline on 11 June 2025 for completion of that phase of briefing. The proceedings therefore remain pending on the question of Italy's sovereign immunity, and the enforceability of the awards has not yet been addressed on the merits.

41. Have arbitral institutions in your country implemented reforms towards greater use of technology and a more cost-effective conduct of arbitrations? Have there been any recent developments regarding virtual hearings?

The COVID-19 pandemic has accelerated the digitalisation of proceedings for e-filings and participation in hearings. The main benefit is a reduction in the length of proceedings, as well as in costs.

42. Have there been any recent judicial and/or legislative developments in your jurisdiction with regard to disputes involving ESG issues such as climate change, sustainability, social responsibility and/or human rights?

No specific developments have occurred in the field of arbitration involving ESG-related disputes in Italy to date, apart from an amendment to Article 41 of the Constitution to reduce the impact of private economic initiative on the environment.

It is worth noting, however, Italy's first climate-related dispute, albeit not an arbitration case[1].

The case, referred to as "Last Judgment" (*Giudizio Universale*), is a civil action brought before the Court of Rome by a group of over two hundred individuals and associations against the Italian State. The Court of First Instance declared the action inadmissible for lack of jurisdiction, but an appeal[2] is currently pending before the Court of Appeal of Rome.

[1] Vincre S., Henke A., *Il contenzioso "climatico": problemi e prospettive*, BioLaw Journal, n. 2/2023

[2] *https://climatecasechart.com/wp-content/uploads/non-us-case-documents/2024/20240226_14016_judgment.pdf*

43. Have any international economic sanctions regimes been implemented (either independently, or based on EU law) in your jurisdiction recently? Have there been any recent decisions in your country considering the impact of sanctions on international arbitration proceedings?

By Regulation (EU) No 2024/1485, the Council recently introduced a new framework of restrictive measures targeting those responsible for serious human rights violations or abuses in Russia. Directive (EU) No 2024/1226 was also recently adopted, adding the violation of EU restrictive measures, such as those imposed on Russia, to the list of EU crimes. The Directive was transposed into Italian law by Legislative Decree No 211 of 30 December 2025, which entered into force on 24 January 2026.

In September 2025, the European Commission proposed sanctions against Israel and the suspension of certain trade provisions under the EU-Israel Association Agreement. The proposal to suspend the trade provisions has twice failed to obtain the required qualified majority.

European regulations on sanctions against Russia do not provide for the arbitrability of related disputes.

This regulatory gap has prompted questions in the case law. Italian courts have treated disputes arising from contractual relationships affected by sanctions as arbitrable.

In this context, the Court of Appeal of Brescia, by decree of 25 September 2023, No 2217, granted recognition under Article 839 of the Italian Code of Civil Procedure to an award rendered by the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation, holding that international arbitration and the recognition and enforcement of foreign decisions fall outside the scope of the EU sanctions regime against Russia (Court of Appeal of Brescia, 25 September 2023, No 2217, in *www.onelegale.it*).

More recently, in separate proceedings, the same Court, by judgment of 5 July 2024, No 688, dismissed a challenge under Article 840 of the Italian Code of Civil Procedure against the recognition of another Russian award, where the opposing party had argued that it had been unable to pay the Russian seller due to U.S. (OFAC) sanctions. The arbitral tribunal had rejected that defence because the contract required written evidence of the event preventing payment, certified by an Italian or Italian-Russian chamber of commerce, which had not

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been provided in accordance with the contract's requirements. The Court held this was a factual issue going to the merits, not reviewable at the recognition stage, and did not amount to a violation of public policy (Court of Appeal of Brescia, 5 July 2024, No 688, in *www.dejure.it*).

The Italian Supreme Court, in Judgment No 14743 of 18 May 2026, upheld the latter judgment. It held that review under Article 840, Paragraph 5, No 2 of the Italian Code of Civil Procedure is limited to the award's operative part, excluding review of its reasoning or merits; that an error of judgment or incorrect application of substantive law does not justify refusing recognition; and that mere difficulties in complying with the award due to sanctions do not, by themselves, breach public policy. It also noted that the Russian creditor had in fact obtained satisfaction through enforcement proceedings (Supreme Court, S. I, 18 May 2026, No 14743, in *www.dejure.it*).

44. Has your country enacted any regulation and/or implemented any rules, guidlines or regulations regarding the use of artificial intelligence (AI), generative AI or large language models in the context of dispute resolution?

Regulation (EU) 2024/1689 (the AI Act) became generally applicable on 2 August 2026; however, following the amendments introduced by Regulation (EU) 2026/1744 of 8 July 2026, the application of the relevant provisions concerning high-risk AI systems listed in Annex III has been postponed to 2 December 2027.

The AI Act may affect international arbitration insofar as certain uses of AI in judicial and alternative dispute resolution contexts have been classified as high-risk (specifically, AI tools used to research or interpret legal issues).

In Italy, Law No 132 of 23 September 2025, in force since 10 October 2025, sets out governance principles and measures tailored to the Italian context to mitigate AI-related risks and harness its opportunities.

Despite the above, there are still no rules specifically addressing arbitration proceedings; however, the Milan Bar Association issued a Charter of Principles for the responsible use of AI systems in the legal sector.

45. Are there any specific legal, institutional, or procedural frameworks in your jurisdiction governing the arbitration of digital asset or blockchain-related disputes? Have there been any court decisions in your jurisdiction concerning the validity or enforceability of arbitration agreements incorporated into smart contracts or digital asset terms?

At present, Italy has not adopted any specific legal framework governing the arbitration of disputes relating to digital assets, cryptocurrencies or blockchain technology. Such disputes are generally subject to the ordinary rules of Italian arbitration law contained in the Italian Code of Civil Procedure.

Likewise, no Italian arbitral institution has adopted a dedicated set of arbitration rules specifically designed for blockchain or digital asset disputes.

To date, no significant Italian court decisions have been identified specifically concerning the validity, effectiveness or enforceability of arbitration agreements incorporated into smart contracts or digital asset terms and conditions.

Accordingly, the validity and enforceability of arbitration agreements incorporated into smart contracts or digital asset terms would be assessed under the general principles governing arbitration agreements, including the requirements of written form and consent set out in Articles 807 and 808 of the Italian Code of Civil Procedure. Italian law also expressly recognises smart contracts under Article 8 *ter* of Law Decree No 135 of 14 December 2018, converted into law with amendments by Law No 12 of 11 February 2019, which provides, inter alia, that smart contracts meeting the applicable statutory requirements may satisfy the requirement of written form.

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