

The Recognition and Enforcement of Adjudication Decisions in Construction Contracts Law, 2026

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Bill

The Recognition and Enforcement of Adjudication Decisions in Construction Contracts Law, 2026

The House of Representatives enacts as follows:

PART I - GENERAL PROVISIONS

Short title

1. This Law may be cited as the Recognition and Enforcement of Adjudication Decisions in Construction Contracts Law, 2026.

Interpretation

2. In this Law, unless the context otherwise requires -

"contracting authority" and "contracting entity" have the meanings given to those terms by the public procurement legislation in force from time to time;

"adjudication decision" means a written decision issued by an Adjudication Body pursuant to an adjudication agreement which satisfies the requirements of section 6;

"adjudication procedure" means a procedure in which a dispute is referred, pursuant to an agreement between the parties, to an Adjudication Body for the issue of a decision which temporarily binds the parties;

"adjudicator" means a natural person appointed as the sole Adjudication Body or as a member of a multi-member Adjudication Body;

"adjudication agreement" means a written agreement which satisfies the requirements of section 6;

"appointing body" means the person or organisation agreed by the parties, or specified by the agreed procedural rules or the Default Scheme, to appoint an Adjudicator;

"building work" means the construction, erection, extension, alteration, restoration, renovation, repair, maintenance or demolition of a building or other structure, or any part thereof, and includes associated foundations, earthworks, ancillary structures and installations;

"competent Court" means the competent District Court or a Judge thereof, or the Commercial Court or a Judge thereof, as the case may be, in accordance with the legislation in force from time to time;

"construction contract" means a contract under which a person undertakes, for consideration -

- (a) to carry out or procure the carrying out of construction work;
- (b) to provide labour, personnel, machinery or equipment for carrying out such work;
- (c) to supply and install, or incorporate into a project, materials, machinery, equipment or systems; or
- (d) to provide professional services for the design, study, supervision, management, certification, valuation or commissioning of a project,

and includes a main contract, subcontract, design and build contract, construction and maintenance contract, professional services contract, and a contract relating to a discrete part or phase of a project:

Provided that -

- (i) a contract relating exclusively to the sale or supply of materials, goods, machinery or equipment is not a construction contract unless the supplier also undertakes their installation or incorporation into the project; and
- (ii) a contract of employment is not a construction contract for the purposes of this Law;

"construction work" means any work carried out for or in connection with a project, including -

- (a) the preparation and organisation of a construction site;
- (b) excavation, foundations, earthworks and drainage;
- (c) the construction, erection, assembly, installation or incorporation of structures, materials, systems or equipment;
- (d) the testing and commissioning of installations or systems;
- (e) the alteration, restoration, repair, maintenance or improvement of a project;
- (f) the demolition, dismantling, removal or decommissioning of a project; and
- (g) any preliminary, ancillary or incidental work;

"dispute" means any disagreement, claim or controversy arising out of, relating to or connected with a construction contract and includes a dispute concerning -

- (a) the existence, validity, interpretation, performance, breach, termination or rescission of the contract;
- (b) payment, valuation, certification, variation, additional work, extension of time, delay, defect or damage;
- (c) the acceptance or rejection of work, materials, equipment, an installation or a system;
- (d) an instruction, opinion, decision, certification, assessment or omission of an engineer, architect, supervisor, project manager or other person appointed under the contract; or
- (e) any other contractual right, obligation or remedy;

"ETEK" means the Cyprus Scientific and Technical Chamber;

"ETEK Adjudication Rules" means the procedural rules entitled "ETEK Adjudication Regulations", as issued and published by ETEK from time to time;

"Default Scheme" means the ETEK Adjudication Rules in force on the date on which the adjudication agreement is concluded, unless the parties agree in writing that another edition or other default procedural framework applies;

"public body" means -

- (a) the Republic;
- (b) a contracting authority or contracting entity;
- (c) a local government authority; or
- (d) an organisation or other legal person governed by public law;

"public procurement legislation" means the legislation in force from time to time relating to public procurement;

"procedural rules" means adjudication procedure rules agreed by the parties or incorporated into the adjudication agreement, and includes ETEK rules, standard contractual conditions or FIDIC rules and rules of another organisation;

"project" means building, civil engineering or electromechanical work, and includes a combination of such works and any discrete part, phase or section thereof;

"written" includes a document in paper or electronic form and an electronic communication whose contents are accessible for subsequent reference.

"electromechanical work" means the construction, installation, assembly, connection, incorporation, testing, adjustment, commissioning, extension, upgrading, alteration, repair, maintenance, replacement or dismantling of an electrical, mechanical, electronic, energy, telecommunications or automated installation, system, machine or equipment, whether or not it forms part of building or civil engineering work, and includes in particular -

- (a) energy generation, transmission, transformation, distribution or storage installations;
- (b) renewable energy systems;
- (c) high, medium or low voltage electrical installations;
- (d) industrial machinery, production lines and processing installations;
- (e) heating, cooling, air-conditioning, ventilation and energy management installations;
- (f) lifts, lifting equipment, pumping stations, hydraulic and pneumatic systems;
- (g) water supply, drainage, water treatment, sewage or waste installations;
- (h) fire detection, fire-fighting, security, surveillance and access control systems;
- (i) telecommunications, data, automation, telemetry and building management systems; and
- (j) any wiring, pipework, base, support or other work necessary or incidental to the operation of such an installation or system;

"final resolution" means the resolution of a dispute -

- (a) by a final court judgment;
- (b) by an arbitral award finally resolving the dispute;
- (c) by written agreement between the parties;
- (d) by an adjudication decision becoming final in accordance with section 25; or

(e) by any other means which, under the agreement or the law, finally resolves the dispute;

"person" includes a natural or legal person, partnership, joint venture, association of persons, the Republic and a public body;

"technical work" means the construction, extension, alteration, restoration, repair, maintenance or demolition of infrastructure or other engineering works and includes roads, bridges, tunnels, ports, airports, dams, pipelines, networks and water supply, irrigation, drainage, energy or telecommunications works.

Rules of Court

"Rules of Court" means procedural rules issued by the Supreme Court under Article 163 of the Constitution and any other applicable constitutional or statutory provision and published in the Official Gazette of the Republic.

Purpose

3. The purpose of this Law is -

- (a) to recognise the temporarily binding effect of adjudication decisions where the parties to a construction contract have freely agreed to such a procedure;
- (b) to ensure immediate compliance with those decisions pending final resolution of the dispute;
- (c) to provide an expedited procedure for judicial recognition and enforcement; and
- (d) to empower the competent Court to stay or impose conditions on enforcement only in exceptional circumstances.

Scope of application

4.-(1) This Law applies to an adjudication agreement which satisfies the requirements of section 6, where -

- (a) the project is carried out wholly or mainly in the Republic; or
- (b) the parties have expressly agreed that the adjudication procedure is governed by this Law.

(2) The application of this Law under paragraph (b) of subsection (1) does not of itself confer international jurisdiction on the Courts of the Republic, which shall be determined in accordance with directly applicable European Union law, the rules of private international law and the procedural legislation in force from time to time.

(3) This Law applies irrespective of -

- (a) the value of the construction contract or the dispute;
- (b) whether the dispute arose during or after completion of the project; and
- (c) whether the construction contract has been terminated, rescinded or otherwise ceased to have effect.

(4) Whether a contract falls within this Law does not depend on whether the work falls within the scope of the Registration and Control of Building and Technical Works Contractors Law.

Voluntary nature

5.-(1) Nothing in this Law requires a person -

- (a) to agree to refer a dispute to adjudication;
- (b) to include an adjudication agreement in a construction contract; or
- (c) to choose adjudication instead of court, arbitral or other proceedings.

(2) The omission of an adjudication agreement does not affect -

- (a) the validity of the construction contract; or
- (b) any right of the parties to seek resolution of a dispute by other means.

Requirements for application

6.-(1) This Law applies where the parties have agreed in writing that -

- (a) either party is entitled, after satisfaction of any agreed conditions, unilaterally to refer an existing dispute to an Adjudication Body without requiring the other party's fresh or subsequent consent;
- (b) the Adjudication Body issues a written decision on the dispute referred;
- (c) the decision binds the parties without requiring subsequent acceptance or confirmation thereof; and
- (d) the parties are required to comply with the decision pending final resolution of the dispute.

(2) No express reference to the title or provisions of this Law is required for its application.

(3) The requirements in subsection (1) may arise -

- (a) from the construction contract;
- (b) from a separate agreement;
- (c) from procedural rules incorporated by reference; or
- (d) from a combination of the foregoing.

(4) This Law does not apply to a procedure whose outcome -

- (a) is solely an opinion, recommendation or non-binding assessment;
- (b) becomes binding only if accepted by the parties after it is issued; or
- (c) does not give rise to an obligation to comply pending final resolution.

(5) A decision does not cease to fall within this Law solely because, under the adjudication agreement, it may become final and binding if it is not challenged within a specified time limit.

Application to the Republic and public bodies

7.-(1) This Law binds the Republic.

(2) This Law applies to a construction contract of a public body if the contract includes an adjudication agreement satisfying the requirements of section 6.

(3) Inclusion of an adjudication agreement in a public contract is not mandatory.

Applicable law

8.-(1) The existence, substantive validity, interpretation and scope of the adjudication agreement shall be determined in accordance with the applicable law, as determined by the private international law rules applied from time to time.

(2) Part IV governs the procedure for recognition, enforcement, declaration of non-recognition and stay before a Court of the Republic.

(3) This section is without prejudice to directly applicable European Union law.

Mandatory and non-mandatory provisions

9.-(1) The following provisions are mandatory and apply notwithstanding any contrary agreement between the parties:

- (a) section 6, as to the requirements for the application of this Law;
- (b) section 11(1), as to the written form of the adjudication agreement;
- (c) section 16, as to independence and impartiality;
- (d) section 17, as to fundamental procedural safeguards;
- (e) section 19(1), as to the form and minimum content of a decision;
- (f) section 20, as to the liability of the Adjudicator and appointing body;
- (g) the provisions of Part III, except to the extent that a particular provision expressly permits a different agreement or arrangement;
- (h) the provisions of Part IV;
- (i) section 39, as to public contracts; and
- (j) section 43, as to the relationship with other laws and proceedings.

(2) The remaining provisions apply to the extent that the parties have not agreed otherwise.

(3) The parties may not -

- (a) exclude judicial recognition or enforcement of a decision falling within this Law;
- (b) add or remove a ground for refusing recognition or declaring that a decision is not binding;
- (c) exclude the power of the competent Court to stay or impose conditions on enforcement; or
- (d) exclude final resolution of the underlying dispute, except to the extent that the decision becomes final in accordance with section 25.

Restriction on court intervention

10.-(1) In matters governed by this Law, the Court may intervene only to the extent and in the manner provided for in this Law.

(2) The Court shall not review an interim procedural decision of the Adjudication Body unless expressly provided for in this Law.

(3) This section does not limit the power of the Court, in accordance with the legislation in force from time to time, to grant an interim or interlocutory measure for the preservation of -

- (a) property;
- (b) evidence;
- (c) the subject matter of the dispute; or
- (d) the existing state of affairs.

(4) A measure under subsection (3) shall not be used to review the merits of the dispute or circumvent the restrictions in Part IV.

PART II - ADJUDICATION AGREEMENT AND MINIMUM SAFEGUARDS OF THE ADJUDICATION PROCEDURE

Written agreement and incorporation of rules

11.-(1) An adjudication agreement shall be made in writing.

(2) An agreement is deemed to be in writing where -

- (a) it is contained in a document signed by the parties;
- (b) it is evidenced by an exchange of letters, emails or other written communications recording the agreement of the parties; or
- (c) it is contained in a document to which the construction contract refers in a manner that incorporates the relevant clause or procedural rules.

(3) The silence or mere failure of a party to dispute an assertion that an adjudication agreement exists does not of itself create such an agreement.

(4) The agreement may incorporate procedural rules by reference.

Scope of agreement

12.-(1) The parties may agree that the adjudication procedure covers -

- (a) every dispute arising out of or in connection with the construction contract;
- (b) a specified category of disputes; or
- (c) a specific dispute which has already arisen.

(2) Unless a contrary intention appears, an agreement covering every dispute arising out of or in connection with the construction contract includes a dispute concerning -

- (a) the existence, validity, interpretation, termination or rescission of the contract;
- (b) the existence or scope of the adjudication agreement itself; and
- (c) the consequences of termination, rescission or completion of the project.

Separability and continuation in force

13.-(1) The adjudication agreement is deemed to be separate from the other terms of the construction contract.

(2) The invalidity, avoidance, termination or rescission of the construction contract does not of itself entail the invalidity of the adjudication agreement.

(3) Unless the parties have agreed otherwise, the agreement remains in force notwithstanding -

- (a) completion or taking over of the project;
- (b) issue of a final certificate or account; or
- (c) termination, rescission or other cessation of the construction contract.

Composition and appointment

14.-(1) The parties are free to agree -

- (a) the number of Adjudicators;
- (b) the procedure for their selection and appointment;
- (c) whether the Adjudication Body is standing or is appointed after a dispute arises; and
- (d) the appointing body.

14.-(2) If the agreed appointment mechanism fails or becomes inapplicable, the relevant mechanism under the Default Scheme shall apply.

(3) A party's refusal or failure to participate in the appointment does not prevent appointment in accordance with the agreement, the procedural rules or the Default Scheme.

(4) ETEK or another organisation shall act as appointing body only if -

- (a) it has been designated by the parties or the agreed procedural rules and has accepted that role; or
- (b) it acts as the competent appointing body under the Default Scheme.

Independence and impartiality

15.-(1) The Adjudicator shall act independently and impartially at all times.

(2) The Adjudicator shall not act as the representative, adviser or advocate of any party.

(3) Before accepting appointment and throughout the appointment, the Adjudicator shall disclose any fact or circumstance which could reasonably give rise to justifiable doubt as to the Adjudicator's independence or impartiality.

(4) The procedure for challenging or replacing an Adjudicator shall be determined by -

- (a) the parties' agreement;
- (b) the procedural rules; or
- (c) the Default Scheme.

Applicable procedure

16.-(1) The adjudication procedure shall be conducted in accordance with -

- (a) the parties' agreement;
- (b) the procedural rules incorporated into it; and
- (c) the Default Scheme, to the extent necessary to supplement an incomplete or inapplicable provision.

(2) Where a particular matter is not regulated, the Adjudication Body shall determine the procedure proportionately to the nature, value and complexity of the dispute.

(3) The Adjudication Body is not bound by the rules of evidence or civil procedure applicable before a Court.

Fundamental procedural safeguards

17.-(1) The Adjudication Body shall -

- (a) treat the parties equally;
- (b) give each party a reasonable opportunity to present its case and respond to the other party's case;
- (c) disclose to the parties any material matter which it intends to take into account and which was not raised by them; and
- (d) act without undue delay and unnecessary expense.

(2) Whether a reasonable opportunity to present a case has been given shall be assessed having regard to -

- (a) the expedited nature of the procedure;
- (b) the agreed time limit for issuing a decision; and
- (c) the possibility of final reconsideration of the dispute.

(3) The Adjudication Body may continue the procedure in the absence of a party, provided that the party was duly notified and given a reasonable opportunity to participate.

Powers of the Adjudication Body

18.-(1) Subject to the agreement and the procedural rules, the Adjudication Body may -

- (a) decide, for the purposes of the procedure before it, on its own jurisdiction;
- (b) determine the timetable and form of the procedure;
- (c) request documents, information, and written or oral submissions;
- (d) inspect the project, construction site, materials, equipment or installations;
- (e) use its own specialist knowledge, after giving the parties an opportunity to comment;
- (f) appoint an expert, unless this is excluded by the agreement or applicable procedural rules;
- (g) review, for the purposes of the referred dispute, a contractual opinion, instruction, certification, valuation or decision; and
- (h) determine monetary or non-monetary contractual rights and obligations falling within the referral.

(2) A determination by the Adjudication Body as to its jurisdiction -

- (a) applies only for the purposes of the procedure before it; and
- (b) does not bind the competent Court when considering an application under Part IV.

(3) The Adjudication Body may not -

- (a) decide a matter which does not fall within the agreement or the referral;
- (b) bind a person who is not a party; or
- (c) exercise a power vested exclusively by law in a Court or public authority.

Form, content and time for issuing the decision

19.-(1) An adjudication decision shall -

- (a) be made in writing;
- (b) be signed and dated;
- (c) identify the parties, the construction contract and the dispute;
- (d) contain a clear determination of the matters referred;
- (e) include adequate reasons; and
- (f) specify, where required, the time and manner of compliance.

(2) The decision shall be issued within the time limit specified in -

- (a) the agreement;
- (b) the procedural rules; or
- (c) the Default Scheme.

(3) A decision issued after the specified time limit is not thereby invalid, unless -

- (a) the agreement or applicable procedural rules expressly provide that the Adjudication Body's authority ends when the time limit expires;
- (b) the appointment of the Adjudication Body was validly terminated before the decision was issued; or
- (c) another Adjudicator was validly appointed to resolve the same dispute before the decision was issued.

(4) Correction of an obvious clerical, arithmetical or other similar error, and clarification of the operative part, shall be governed by -

- (a) the procedural rules; or
- (b) the Default Scheme.

Liability of Adjudicator and appointing body

20.-(1) The Adjudicator, the appointing body and any person acting on behalf of the appointing body shall not incur civil liability for an act or omission in the bona fide performance or purported performance of their functions under an adjudication agreement or this Law.

(2) Subsection (1) does not apply in the case of -

- (a) fraud;
- (b) corruption;
- (c) bad faith;
- (d) gross negligence, consisting of a reckless, imprudent or dangerous act or omission in the performance of the person's duties; or intentional breach of duty.

(3) This section does not limit -

- (a) the right to challenge or replace an Adjudicator;
- (b) the right to invoke a ground for non-recognition of the decision; or
- (c) a person's disciplinary liability under the applicable professional legislation

PART III - BINDING EFFECT AND EFFECT OF THE DECISION

Temporary binding effect

21.-(1) An adjudication decision binds the parties from its notification or from another time specified in it.

(2) The decision continues to bind the parties until -

- (a) final resolution of the dispute; or
- (b) the parties agree in writing to amend, stay or replace it.

(3) The decision is not binding, in whole or in part, to the extent that a court decision or order in force determines, on a ground specified in section 31, that it is not recognisable or binding.

(4) Refusal of a particular method of enforcement, temporary postponement of enforcement or the making of a stay order does not of itself remove the binding effect of the decision.

(5) The decision is not an arbitral award.

(6) Unless it has become final under section 25, the decision -

- (a) does not create res judicata in respect of final resolution; and
- (b) does not bind the Court or arbitral tribunal dealing with the final resolution.

Monetary and non-monetary decisions

22.-(1) A decision may concern a monetary or non-monetary contractual obligation.

(2) Without limiting subsection (1), a decision may -

- (a) award a sum of money;
- (b) determine whether work, material, equipment, an installation or a system complies with the construction contract;
- (c) determine whether work is to be accepted or rejected, as between the parties and for the purposes of the construction contract;
- (d) require work to be carried out, corrected, repeated, replaced or removed;
- (e) require the performance of, or abstention from, a clearly specified contractual act;
- (f) make an interim determination of an entitlement to a variation, valuation, certification or extension of time; or
- (g) determine another contractual right or obligation falling within the referral.

(3) A decision under this section binds only the parties and does not -

- (a) bind a third person or public authority; or
- (b) replace a permit, approval or certificate required by law;
- (c) legitimise work or an act contrary to law; or
- (d) permit an act contrary to a mandatory health, safety or technical standard.

Immediate compliance and no automatic stay

23.-(1) The parties shall comply with the decision without delay, irrespective of whether either party disagrees with it.

(2) A sum of money shall be paid -

- (a) within the time specified in the decision;
- (b) if the decision specifies no time, within the time provided for in the adjudication agreement or applicable procedural rules; or
- (c) if no such time is provided, within seven days after notification of the decision.

(3) A non-monetary obligation shall be performed -

- (a) within the time specified in the decision;
- (b) if the decision specifies no time, within the time provided for in the adjudication agreement or applicable procedural rules; or
- (4)** if no such time is provided, within a reasonable time, having regard to the nature of the obligation and the requirements of the project.

(5) The obligation to comply is not automatically stayed by -

- (a) a notice of disagreement;
- (b) the commencement or pendency of an action, arbitration or other final resolution procedure;
- (c) an application for recognition, enforcement or a declaration of non-recognition;
- (d) an application for a stay; or
- (e) an appeal.

Final resolution

24.-(1) Subject to section 25, either party may seek final resolution of the dispute in accordance with -

- (a) an arbitration agreement;
- (b) the jurisdiction of the competent Courts; or
- (c) another agreed procedure for final resolution.

(2) The Court or arbitral tribunal dealing with final resolution -

- (a) is not bound by the adjudication decision and may fully reconsider the factual, technical and legal issues before it;
- (b) is not bound by the findings or reasons in the adjudication decision; and
- (c) may confirm, vary or reject the outcome of the decision.

(3) Final resolution supersedes the adjudication decision to the extent that it concerns the same subject matter.

Decision becoming final

25.-(1) Where the adjudication agreement provides that a decision becomes final and binding if it is not challenged within a specified time limit, the decision becomes final in accordance with the terms of the agreement.

(2) Once it has become final -

- (a) the decision finally binds the parties;
- (b) reconsideration of the merits of the dispute under section 24 is not permitted; and
- (c) the decision remains capable of recognition and enforcement under Part IV.

(3) A decision which becomes final under this section -

- (a) remains an adjudication decision; and
- (b) does not become an arbitral award.

(4) The decision becoming final does not affect the right to invoke any ground under section 31, subject to section 32 on waiver of objection.

Repayment and restoration

26.-(1) Where, on final resolution, it is determined that a sum paid or benefit provided under an adjudication decision -

- (a) was not due; or
- (b) exceeded the obligation ultimately found to exist,

the party which received the sum or benefit shall make the necessary repayment or restoration.

(2) Unless the decision or agreement effecting final resolution specifies another time limit, a sum of money shall be repaid within thirty days of -

- (a) the date on which the court judgment became final;
- (b) notification of the arbitral award finally resolving the dispute; or
- (c) conclusion of the agreement effecting final resolution.

(3) On expiry of the time limit in subsection (2), the amount repayable becomes a debt due and bears interest at the statutory rate in force from time to time until paid in full.

(4) The competent Court or arbitral tribunal may order -

- (a) repayment of a sum of money;
- (b) payment of interest;
- (c) restoration of another benefit;
- (d) set-off; or
- (e) another necessary remedy.

Interest, set-off and no admission

27.-(1) A decision may include interest if permitted by -

- (a) the construction contract;
- (b) the adjudication agreement;
- (c) the procedural rules;
- (d) the Default Scheme; or
- (e) the applicable law.

(2) Set-off against an amount awarded by an adjudication decision is permitted only where the counterclaim -

- (a) has been determined by the same or another binding adjudication decision;
- (b) has been determined by a final court judgment or an arbitral award finally resolving the relevant counterclaim; or
- (c) has been accepted in writing by the other party.

(3) Subsection (2) is without prejudice to a mandatory rule on set-off in cases of insolvency, liquidation or restructuring.

(4) Compliance with an adjudication decision -

- (a) does not constitute a final admission of liability;
- (b) does not constitute acceptance of its factual, technical or legal findings;
- (c) does not constitute waiver of the right to final resolution; and
- (d) does not affect a right to repayment or restoration.

PART IV - RECOGNITION, ENFORCEMENT AND STAY

Jurisdiction and right to apply

28.-(1) The competent Court has jurisdiction to -

- (a) recognise an adjudication decision;
- (b) grant permission for and order its enforcement;
- (c) declare, on a ground specified in section 31, that a decision is not recognisable or binding; and
- (d) exercise the other powers provided for in this Part.

(2) A party in whose favour an adjudication decision was issued may, where compliance was not made within the time allowed, apply to the competent Court for -

- (a) recognition of the decision;
- (b) its enforcement; or
- (c) its recognition and enforcement.

(3) A party against whom an adjudication decision was issued may apply for a declaration that the decision, in whole or in part, is not recognisable or binding on any ground specified in section 31.

(4) An application under subsection (3) shall be made without undue delay after becoming aware of the ground relied upon, subject to section 32.

(5) Failure to apply under subsection (3) does not deprive the party of the right to invoke a ground under section 31 when a subsequent application for recognition or enforcement is considered, subject to section 32.

(6) The existence of an arbitration agreement or the pendency of final resolution proceedings does not deprive the competent Court of jurisdiction under this Part.

(7) Before making an application, it is not necessary -

- (a) to bring an action for breach of the adjudication agreement; or
- (b) to complete a final resolution procedure.

(8) Filing an application under this section does not automatically stay the binding effect, compliance or enforcement of the decision.

Documents accompanying application

29.-(1) A party seeking recognition or enforcement shall produce -

- (a) the original decision or a copy whose authenticity is established in a manner satisfactory to the Court;
- (b) the adjudication agreement or relevant contractual documents;
- (c) proof that the decision was notified; and
- (d) evidence showing non-compliance or partial compliance.

(2) A party applying under section 28(3) shall produce -

- (a) the decision or a copy thereof;
- (b) the adjudication agreement or relevant contractual documents; and
- (c) the evidence on which the alleged ground for non-recognition or non-binding effect is based.

(3) The competent Court may require -

- (a) the procedural rules incorporated into the agreement;
- (b) documents relating to the appointment of the Adjudication Body; or
- (c) a translation of a document into an official language of the Republic.

(4) The electronic form or signature of a decision does not affect its validity or enforceability.

Scope of judicial review and burden of proof

30.-(1) A procedure under this Part is neither an appeal nor a reconsideration of the merits of the dispute.

(2) The competent Court shall not examine -

- (a) whether the Adjudication Body correctly interpreted the construction contract;
- (b) whether it correctly assessed the evidence or technical material; or
- (c) whether it reached the correct factual, technical or legal conclusion.

(3) A party seeking recognition or enforcement shall establish, on a prima facie basis -

- (a) the existence of an adjudication agreement;
- (b) the issue and notification of the decision;
- (c) that the decision became binding in accordance with the adjudication agreement; and
- (d) non-compliance or partial compliance.

(4) A party opposing recognition or enforcement, or seeking a declaration of non-recognition, bears the burden of proving any ground under section 31 on which it relies.

(5) Subsection (4) does not limit the Court's power to consider of its own motion a ground specified in section 31(2).

Grounds for refusing recognition or declaring decision non-binding

31.-(1) Recognition of an adjudication decision may be refused, or the decision may be declared not recognisable or binding, in whole or in part, only if it is proved that -

- (a) a party to the adjudication agreement lacked legal capacity under the applicable law;
- (b) there was no valid written adjudication agreement satisfying the requirements of section 6, under the applicable law determined pursuant to section 8;
- (c) the party against whom the decision was issued -
 - (i) was not duly notified of the referral;
 - (ii) was not duly notified of the appointment of the Adjudication Body or of a material stage of the procedure; or
 - (iii) was materially deprived of the opportunity to present its case;
- (d) the decision concerns a dispute or matter which does not fall within the adjudication agreement or the referral;
- (e) the composition or appointment of the Adjudication Body, or the conduct of the procedure, involved a material breach of -
 - (i) the parties' agreement;
 - (ii) the applicable procedural rules;
 - (iii) the applicable Default Scheme; or
 - (iv) a mandatory provision of this Law;
- (f) there was a material breach of -
 - (i) the Adjudicator's independence or impartiality;
 - (ii) the principle of equal treatment; or
 - (iii) the right to be heard;
- (g) the decision was obtained or materially affected by fraud, corruption or forgery; or
- (h) the decision -
 - (i) did not become binding;
 - (ii) ceased to be binding as a result of final resolution; or
 - (iii) was amended, stayed or replaced by written agreement of the parties.

(2) Recognition may also be refused, or the decision may be declared not recognisable or binding, if the competent Court finds that -

- (a) the subject matter of the dispute is not capable of private contractual determination under the law of the Republic; or
- (b) recognition of the decision would be manifestly contrary to the public policy of the Republic.

(3) A breach referred to in paragraphs (c), (e) or (f) of subsection (1) is a ground for non-recognition only if it is material and caused actual and material procedural prejudice:

Provided that proof of a specific effect on the outcome is not required where there is proof of -

- (a) complete deprivation of a party's opportunity to present its case;
- (b) a material lack of independence or impartiality on the part of the Adjudicator;
- (c) a serious irregularity in the composition or appointment of the Adjudication Body capable of undermining the integrity of the procedure; or
- (d) a complete absence of the reasons required by section 19(1)(e).

(4) The following are not grounds for refusing recognition or declaring that a decision is not binding:

- (a) an error of fact, a technical error or an error of law;
- (b) a challenge to the amount awarded or the contractual outcome determined;
- (c) the pendency of an action, arbitration or other final resolution procedure;
- (d) the submission of a notice of disagreement; or
- (e) the decision having been issued out of time, unless a circumstance under section 19(3) applies.

(5) The public policy ground shall be construed narrowly and does not include -

- (a) mere inconsistency of the decision with a rule of law; or
- (b) a possible error of fact, technical error or error of law.

Waiver of objection and partial recognition

32.-(1) A party which -

- (a) knew or ought reasonably to have known of a procedural irregularity; and
- (b) continued to participate in the procedure without objecting within the prescribed time limit or, if no such time limit applies, within a reasonable time,

may not rely on that irregularity at the stage of recognition, enforcement or an application for a declaration of non-recognition.

(2) Subsection (1) does not apply to -

- (a) lack of legal capacity;
- (b) non-existence or invalidity of the adjudication agreement;
- (c) fraud, corruption or forgery;
- (d) a material and undisclosed conflict of interest which could not reasonably have been discovered earlier;
- (e) a subject matter which is not capable of private contractual determination; or
- (f) manifest inconsistency with the public policy of the Republic.

(3) Where a ground under section 31 relates only to a distinct and separable part of the decision, the competent Court may recognise and enforce the remainder.

(4) Under the guise of recognition, the Court may not -

- (a) recalculate a claim;
- (b) reformulate the operative part; or
- (c) alter the substance of the decision.

Orders for recognition and partial enforcement

33.-(1) After recognising all or part of a decision, the competent Court may -

- (a) grant leave to enforce it in the same manner and with the same effect as if it were a decision or order of the Court;
- (b) enter a money judgment for amounts awarded and unpaid;
- (c) recognise a specified contractual outcome as binding between the parties;
- (d) order a party to do or refrain from doing an act in accordance with the decision;

- (e) award interest provided for in the decision, the construction contract or the law;
- (f) award the costs of the application; and
- (g) make any related or consequential order necessary for the effective implementation of the decision.

(2) Enforcement is limited to the part of the obligation which has not already been performed.

(3) Prior full or partial performance -

- (a) is not a ground for refusing recognition; but
- (b) shall be taken into account in determining the extent of enforcement.

(4) Where enforcement of the decision has been stayed by a valid court order or written agreement between the parties, the Court may recognise the decision but shall not permit its enforcement to the extent and for the period for which the stay remains in force.

(5) The Court may adjust the amount of a money judgment only to take account of -

- (a) sums already paid;
- (b) arithmetical calculations necessary to give effect to the clear operative part; and
- (c) interest arising under the decision, the contract or the law,

without reconsidering or altering the substance of the decision.

Enforcement of non-monetary decision

34.-(1) The competent Court may recognise and enforce a non-monetary obligation if it -

- (a) is sufficiently clear and specific;
- (b) is lawful and objectively capable of performance;
- (c) binds only a party to the adjudication agreement; and
- (d) is capable of enforcement without continuing and disproportionate judicial supervision.

(2) In particular, the Court may -

- (a) recognise that a specified contractual outcome binds the parties;
- (b) recognise that specified work is to be accepted or rejected, as between the parties and for the purposes of the construction contract;
- (c) order a party to carry out, correct, repeat, replace or remove specified work;
- (d) order a party to permit or not obstruct continuation of a specified phase of work;
- (e) order delivery of a document, drawing, material or equipment;
- (f) order a party to perform or refrain from another clearly specified contractual act; or
- (g) order a party to take the steps reasonably within its control to implement the decision.

(3) Where implementation of a decision requires an act by an engineer, architect, supervisor or other person who is not a party to the adjudication agreement -

- (a) the decision shall not be enforced personally against that third person; but
- (b) the Court may order the contracting party to act in accordance with the contractual outcome of the decision and to take steps reasonably within its contractual or practical control.

(4) Where a specific mandatory or prohibitory order is not appropriate, but the contractual outcome of the decision is clear, the Court may -

- (a) recognise that contractual outcome; and
- (b) order the parties to act in accordance with it in their contractual relationship.

(5) The Court may not -

- (a) reconsider the technical, factual or legal correctness of the decision;
- (b) materially alter its content;
- (c) impose an obligation on a third person;
- (d) replace a permit, approval or certificate required by law; or

(e) order an act contrary to law or to a mandatory health, safety or technical standard.

(6) An order under this section shall be made without prejudice to a third person's rights in respect of materials, equipment or other property.

Interim protective stay

35.-(1) On the application of a party, the competent Court may order an interim stay of compliance or enforcement pending the consideration of an application under this Part, if satisfied that -

- (a) a serious question to be considered under section 31 or 36 arises; and
- (b) enforcement before that question is considered may cause serious harm which could not be adequately remedied.

(2) The Court may make the grant or continuation of an interim order conditional on -

- (a) provision of security;
- (b) payment of all or part of the awarded amount into Court; or
- (c) any other necessary and proportionate condition.

(3) An interim order under this section shall be in force for the shortest period necessary, and the relevant application shall be listed for hearing as soon as possible.

(4) The procedure for making and considering an application under this section shall be regulated by Rules of Court.

(5) Filing an application for recognition, enforcement, a declaration of non-recognition or a stay does not of itself operate as a stay.

Exceptional stay

36.-(1) On the application of a party and in exceptional circumstances, the competent Court may -

- (a) stay all or part of the obligation to comply;
- (b) stay all or part of the enforcement of an adjudication decision or a court order made under this Part; or
- (c) permit enforcement subject to conditions.

(2) A stay may be granted where the Court is satisfied that immediate compliance or enforcement creates a serious and real risk of material harm which cannot be adequately remedied on final resolution.

(3) In the case of a monetary decision, the risk may include a real likelihood that the amount paid -

- (a) will not be recoverable; or
- (b) will be recoverable only with exceptional difficulty or disproportionate cost.

(4) In the case of a non-monetary decision, the risk may include -

- (a) an irreversible or exceptionally difficult to reverse physical alteration of the project;
- (b) a serious health or safety risk which may be addressed by a stay, security or other conditions;
- (c) destruction or material alteration of the subject matter of the dispute; or
- (d) disproportionate disruption to the continuation or completion of the project.

(5) In exercising its discretion, the Court shall have particular regard to -

- (a) the nature and amount of the obligation;
- (b) the financial position of the parties;
- (c) the risk of insolvency, dissolution, cessation of business or transfer of assets;
- (d) whether the financial position of the party entitled to payment was, or ought reasonably to have been, known to the applicant when the construction contract was concluded, and whether it has materially changed since then;
- (e) whether the financial difficulty of the party entitled to payment was caused or aggravated by the applicant's non-payment;
- (f) the consequences for the progress, cost and safety of the project;
- (g) the consequences for subcontractors, suppliers and workers;
- (h) the diligence with which the final resolution procedure is being pursued;
- (i) the conduct of the parties; and

(j) whether the parties can be protected by security or another less restrictive measure.

(6) The following are not, of themselves, grounds for a stay:

- (a) a challenge to the factual, technical or legal correctness of the decision;
- (b) commencement or pendency of a final resolution procedure;
- (c) the large amount of the sum; or
- (d) the applicant's status as a public body.

(7) The party seeking a stay bears the burden of proving the circumstances justifying it.

(8) An allegation of a health or safety risk shall not be used as a means of reconsidering the technical correctness of the decision:

Provided that this subsection does not limit the Court's power to prevent an act which is unlawful or creates a real and serious risk.

Security and conditions

37.-(1) Instead of a full stay, or in addition to it, the competent Court may order -

- (a) payment of all or part of the awarded amount into Court;
- (b) payment of the amount into an escrow account;
- (c) provision of a bank or other sufficient guarantee;
- (d) provision by the recipient of a repayment guarantee;
- (e) partial or instalment payment;
- (f) partial compliance with a non-monetary decision;
- (g) temporary preservation of the existing state of affairs; or
- (h) any other appropriate measure.

(2) Where adequate protection can be provided, the Court shall prefer security or partial enforcement over a full stay.

(3) The Court may make a stay conditional on -

- (a) commencement of final resolution proceedings within a specified time limit;
- (b) their diligent pursuit without undue delay;
- (c) maintenance of sufficient security;
- (d) periodic updates to the Court and the other party; or
- (e) any other necessary and proportionate condition.

(4) On a material change in circumstances, the Court may -

- (a) vary or lift the stay;
- (b) vary the form or amount of security; or
- (c) replace the stay with another measure.

(5) A party's failure to comply with a condition of the stay may result in its immediate discharge.

Effect of judicial recognition, final resolution and appeal

38.-(1) A decision or order made under this Part has the same force and shall be enforced by the same means as any other decision or order of the competent Court.

(2) In the case of a temporarily binding decision, judicial recognition or enforcement -

- (a) does not convert the adjudication decision into a final resolution;
- (b) does not create res judicata as to the merits of the underlying dispute;
- (c) does not convert the decision into an arbitral award; and
- (d) does not affect a right to repayment or restoration under section 26.

(3) Where the decision has become final under section 25, its finality arises from the parties' agreement and this Law, and not from its conversion into an arbitral award.

- (4) For the purposes of final resolution, an amount paid following judicial enforcement is deemed to have been paid under the adjudication decision.
- (5) A final decision or final order made under this Part may be appealed within fourteen days from the date on which the decision or order was issued.
- (6) An interim or procedural order may be appealed only with leave of the Court which issued it or of the competent appellate Court.
- (7) Filing an appeal does not automatically stay the decision or order.
- (8) The Court which issued the challenged decision or the competent appellate Court may grant a stay by applying, with the necessary adaptations, sections 36 and 37.
- (9) Following final resolution of the dispute, an order made under this Part ceases to have effect prospectively to the extent that it is inconsistent with the final resolution, and the competent Court may, on application, vary or discharge it.

PART V - PUBLIC CONTRACTS AND FINAL PROVISIONS

Special principles for public contracts

39.-(1) Subject to the constitutional and statutory provisions governing the allocation and management of public funds, a payment or other act carried out by a public body to comply with -

- (a) an adjudication decision; or
- (b) a decision or order of the competent Court,

is deemed to be carried out in fulfilment of a contractual obligation arising under the construction contract and this Law.

(2) Payment or other compliance -

- (a) is not a gratuitous or ex gratia benefit;
- (b) does not constitute final acceptance of the underlying claim;
- (c) does not constitute waiver of the right to final resolution; and
- (d) does not affect a right to repayment or restoration of another benefit.

(3) Subject to the constitutional and statutory provisions referred to in subsection (1), a requirement for internal administrative, accounting, ministerial or other approval -

- (a) does not of itself affect the binding effect of the decision;
- (b) is not a ground for refusing recognition; and
- (c) does not create an automatic right to stay enforcement.

(4) The confidentiality of an adjudication procedure does not prevent an audit, fiscal, administrative or parliamentary review required by law.

(5) A party's status as a public body does not create -

- (a) a presumption in favour of a stay;
- (b) an automatic right to a stay; or
- (c) a different burden of proof.

Confidentiality and court proceedings

40.-(1) Unless the parties agree otherwise, the adjudication procedure is private and confidential.

(2) Documents, information, submissions, evidence or the decision shall not be disclosed to a third party, except to the extent that disclosure is necessary -

- (a) for recognition, enforcement, a declaration of non-recognition, a stay or final resolution of the dispute;
- (b) to obtain legal, technical, financial or insurance advice;
- (c) to fulfil an obligation imposed by law or court order;
- (d) to protect or exercise a legal right;
- (e) for audit, fiscal, administrative or parliamentary review; or
- (f) to prevent or investigate a criminal offence, fraud or corruption.

(3) The duty of confidentiality does not -

- (a) create an evidentiary privilege;
 - (b) make confidential a document which existed independently of the adjudication procedure; or
 - (c) limit the application of legislation on access to information, personal data protection or public records.
- (4) The confidentiality of the adjudication procedure does not automatically make court proceedings under Part IV confidential or non-public.
- (5) Subject to the principle of open justice, the competent Court may make a proportionate order for the protection of -
- (a) commercially sensitive information;
 - (b) commercial or professional secrets;
 - (c) personal data; or other information whose disclosure would cause material and unjustified harm.
- (6) Nothing in this section prevents publication of a court judgment in accordance with general principles and applicable law.
- (7) The deliberations of the Adjudication Body shall not be disclosed, except -
- (a) under an order of the competent Court, where disclosure is necessary and proportionate to the consideration of a ground under section 31; or
 - (b) to the extent that disclosure to a competent authority is necessary to investigate fraud or corruption.

Default Scheme

41.-(1) Every adjudication agreement satisfying the requirements of section 6 is deemed, unless the parties have agreed otherwise, to incorporate as its Default Scheme the ETEK Adjudication Rules in force on the date the agreement is concluded.

(2) An amendment to the ETEK Adjudication Rules made after conclusion of the agreement does not apply to the agreement or to a procedure conducted under it, unless the parties agree otherwise in writing.

(3) The parties may agree -

- (a) that a later or earlier edition of the ETEK Adjudication Rules applies; or
- (b) that another agreed default procedural framework applies.

(4) The Default Scheme applies only -

- (a) where there is an adjudication agreement satisfying the requirements of section 6; and
 - (b) to the extent that -
 - (i) the agreed procedure is incomplete or inapplicable;
 - (ii) the agreed procedural or appointment mechanism has failed; or
 - (iii) a particular matter is not regulated by the agreement or the agreed procedural rules.
- (5) The procedure for appointing an Adjudicator and the consequences of a party's refusal, failure or non-participation in the appointment shall be governed by the applicable Default Scheme:

Provided that no provision of the Default Scheme shall be construed as permitting a party, by refusing or failing to participate, finally to prevent the appointment of an Adjudicator.

(6) The Default Scheme does not -

- (a) create an adjudication agreement where none exists;
 - (b) make adjudication compulsory;
 - (c) extend the scope of the agreement or the referral; or
 - (d) convert a non-binding opinion, recommendation or assessment into a binding decision.
- (7) Validly agreed procedural rules prevail over the Default Scheme, except to the extent that they conflict with a mandatory provision of this Law.

Rules of Court

42.-(1) The Supreme Court may, in the exercise of its powers under Article 163 of the Constitution and any other applicable constitutional or statutory provision, issue Rules of Court regulating proceedings before the competent Court under Part IV.

(2) Without limiting subsection (1), Rules of Court may regulate -

- (a) the form, content and method of filing an application for recognition, enforcement, a declaration of non-recognition or a stay;
- (b) the documents and affidavits accompanying the application;
- (c) service of the application and other court documents;
- (d) time limits for filing an objection, reply or other document;
- (e) the expedited and proportionate management and determination of the application;
- (f) determination of the application on the basis of documents and affidavits;
- (g) the circumstances in which oral evidence, cross-examination or limited disclosure of documents is permitted;
- (h) the procedure for granting an interim stay or other interim protective measure;
- (i) the provision, maintenance, replacement and release of security;
- (j) consolidation or joint hearing of related applications;
- (k) the award of costs;
- (l) the manner of recognising and enforcing monetary and non-monetary obligations; and
- (m) any other procedural matter necessary for the effective application of Part IV.

(3) The absence of specific Rules of Court does not deprive the competent Court of the jurisdiction or powers conferred on it by this Law.

(4) Until specific Rules of Court are issued -

- (a) the Civil Procedure Rules in force from time to time shall apply with the necessary adaptations; and
- (b) the competent Court may issue directions necessary for the speedy, fair and proportionate determination of the application.

Relationship with other laws and proceedings

43.-(1) An adjudication decision is not an arbitral award, and arbitration legislation does not apply to its recognition, enforcement, setting aside, declaration of non-recognition or stay.

(2) Notwithstanding the existence of an arbitration agreement and irrespective of any contrary provision of the arbitration legislation, an application or proceeding under Part IV shall not be referred to arbitration and shall be heard by the competent Court.

(3) An interim or interlocutory measure of an arbitral tribunal does not of itself stay the binding effect, compliance or enforcement of an adjudication decision. A stay takes effect only by written agreement between the parties or by order of the competent Court under sections 35 to 37.

(4) This Law does not affect -

- (a) the validity or application of an arbitration agreement;
 - (b) the jurisdiction of a Court or arbitral tribunal to finally resolve the dispute;
 - (c) the possibility of mediation, negotiation, expert determination, neutral evaluation or another dispute resolution procedure;
 - (d) the application of public procurement legislation;
 - (e) the application of consumer protection legislation;
 - (f) the application of insolvency, liquidation or restructuring legislation;
 - (g) the application of limitation legislation;
 - (h) a rule of law concerning professional secrecy or evidentiary privilege;
 - (i) a statutory requirement for registration, licensing or professional competence; or
 - (j) a mandatory health, safety or technical compliance rule.
- (5) The commencement or conduct of an adjudication procedure does not of itself suspend, interrupt or extend any statutory limitation period or period of prescription, without prejudice to any suspension, interruption or extension provided for by another Law.
- (6) In the event of a conflict between a mandatory provision of this Law and a contractual term, the provision of this Law shall prevail.

Transitional provisions

44.-(1) This Law applies to an adjudication agreement concluded on or after its commencement.

(2) An adjudication agreement included in a construction contract concluded before the commencement of this Law is not automatically subject to it.

(3) The parties to an existing construction contract may, by a subsequent written agreement, bring within this Law -

- (a) future disputes;
- (b) a dispute which has already arisen; or
- (c) an existing contractual adjudication procedure.

(4) Where the parties agree to bring within this Law an adjudication procedure which has already commenced, that agreement takes effect only if the Adjudication Body accepts in writing the application of this Law to the procedure and its appointment.

(5) This Law does not apply to a decision issued before its commencement, unless the parties agree otherwise in writing after that date.

(6) Subsequent written acceptance of a non-binding opinion or recommendation may have effect under the law of contract, but does not convert the opinion or recommendation into an adjudication decision for the purposes of this Law.

(7) An agreement under this section does not affect a right of a third person acquired before its conclusion.

(8) For the purposes of applying section 41 to an agreement under this section, the date of conclusion of the adjudication agreement shall be the date of the subsequent written agreement bringing it within this Law.

Commencement

45.-(1) This Law comes into force six months after the date of its publication in the Official Gazette of the Republic.

(2) Rules of Court and other preparatory measures may be issued or taken after publication and before this Law comes into force.

(3) A Rule of Court or other preparatory measure issued or taken under subsection (2) shall take substantive effect on the commencement of the relevant provision, except to the extent that it is required earlier for a preparatory purpose.

EXPLANATORY MEMORANDUM

This Bill seeks to establish a specific legislative framework for the recognition and enforcement of decisions issued in adjudication procedures under construction contracts.

Adjudication is a mechanism for the rapid resolution of disputes in which an independent and impartial person or body issues a decision that temporarily binds the parties pending final resolution of the dispute by court, arbitration or another procedure. It differs from arbitration because it is not necessarily intended finally to resolve the dispute, but to ensure its immediate management and resolution while a project is being carried out.

Need for a specific legislative framework

Construction contracts are characterised by particular complexity, long periods of performance and economic interdependence between the parties. Disputes commonly arise during the execution of a project and may concern, among other things, payment, delay, extensions of time, variations to the work, technical matters or the liability of the contracting parties.

Delay in resolving such disputes may have significant consequences for the progress and completion of a project, cause substantial financial burdens and lead to the suspension of work. For this reason, mechanisms for temporarily binding determination have developed internationally, particularly in construction contracts. They allow a project to continue while the parties retain the right to obtain final resolution of the dispute.

The proposed legislation seeks to create a clear and predictable framework for applying such mechanisms in the Republic of Cyprus.

International context and need for legal recognition

Internationally, adjudication is a recognised tool for managing disputes in construction contracts and is widely used in standard forms of contract and construction industry practice. Its basic principle is that disputes should be dealt with quickly so as to avoid suspending or disrupting the carrying out of a project.

Despite the practical use of such mechanisms through contractual clauses, the absence of a specific legislative framework creates uncertainty as to the recognition, enforcement and judicial treatment of decisions issued in these procedures.

The proposed legislation seeks to address this gap by establishing clear rules for the requirements for adjudication, the effect of decisions, the procedure for their recognition and enforcement by the Courts of the Republic, and the limits of judicial intervention.

Fundamental principles of the proposed legislation

The Bill is based on the following fundamental principles:

- (a) the freedom of the parties to agree to refer their disputes to adjudication;
- (b) safeguarding the independence and impartiality of the Adjudication Body;
- (c) the temporarily binding effect of decisions, so as to ensure compliance by the parties pending final resolution of the dispute;
- (d) speedy and effective judicial recognition and enforcement of decisions; and
- (e) limiting judicial intervention to the cases expressly provided for by law.

Structure and content of the Bill

The proposed legislation is a self-contained legislative framework regulating the full lifecycle of an adjudication procedure.

In particular, the Law provides for:

- the requirements for the application of adjudication;
- the requirements for the parties' agreement;
- minimum procedural safeguards;
- the independence and impartiality of the Adjudicator;
- the form and content of the decision;
- the binding effect and consequences of the decision;
- the procedure for recognition and enforcement before the Courts of the Republic;
- the possibility of a stay of enforcement in exceptional cases;
- application of the procedure to public construction contracts; and
- final provisions required for effective implementation of the Law.

The proposed legislation seeks to enhance legal certainty, facilitate the faster resolution of disputes in construction contracts and create a modern framework that responds to the needs of the construction market and international practice.

Odysseas Michaelides and Michalis Paraskevas