
CHAMBERS GLOBAL PRACTICE GUIDES

International Arbitration 2026

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Spain: Law and Practice
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Law and Practice

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SLJ Abogados is a Madrid-based disputes boutique founded in 2014 by Daniel Jiménez García, previously partner and head of the litigation and arbitration department of Ashurst's Spanish office. The firm works exclusively on dispute resolution and takes no transactional or advisory mandates, which keeps it free of the conflicts that constrain full-service practices. Its

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1. General

1.1 Prevalence of Arbitration

A Market That Has Grown Up

International arbitration is now the default mechanism for resolving high-value cross-border commercial disputes involving Spanish parties. Multinational companies and Spanish groups with international partners agree arbitration clauses in their international contracts, and the practice has spread well beyond the largest transactions into mid-market work. Litigation before the ordinary courts remains the norm for purely domestic, lower-value disputes, but that is a question of cost rather than a lack of confidence in arbitration.

Three Distinct Uses

Arbitration is used in Spain in three ways, and it is worth keeping them separate:

- first, as the chosen method of dispute resolution in international contracts – the most common driver;
- second, with Madrid as the seat, particularly where one party is Ibero-American and the parties want a neutral European seat that operates in Spanish; and
- third, as an enforcement jurisdiction for foreign awards against assets located in Spain.

The Ibero-American Dimension

The Ibero-American angle is what genuinely differentiates the Spanish market. Spanish is the working language, Spanish counsel are familiar with civil law systems across Latin America and the institutional infrastructure has been built deliberately around that connection. The alliance signed in April 2025 between the Madrid International and Ibero-American Arbitration Centre (*Centro Internacional e Iberoamericano de Arbitraje de Madrid* – CIIAM) and CAM Santiago of the Santiago Chamber of Commerce, under which CAM Santiago joined with the same status as the founding courts, is the clearest expression of that strategy. CIIAM has since signed a protocol with the Spanish Ministry of Foreign Affairs and the Spanish and Ibero-American Arbitration Club to promote the use of Spanish in international arbitration, building on the Manifesto for the Use of Spanish in Arbitration it has championed since 2025.

Volumes

Institutional volumes bear this out. The Madrid Court of Arbitration (*Centro de Arbitraje y Mediación* – CAM) administered 110 arbitrations in 2025, up from 98 in 2024, with an aggregate amount in dispute of approximately EUR755 million and an average case value of EUR7.9 million. Sixty-seven new proceedings were commenced during the year (85 including counter-claims) – the highest figure in recent years. Commentators reviewing 2025 have described Madrid as consolidating its position as an emerging arbitration hub, supported by institutional reform and a legislative shift in favour of resolving commercial disputes before going to court.

1.2 Key Industries

Where the Work Is

Energy, construction and infrastructure remain the mainstays. Corporate and M&A disputes – typically price adjustment, earn-out and warranty claims arising out of share purchase agreements – have grown quickly, and insurance and engineering disputes are now equally prominent. CIIAM's 2025 caseload was led by the corporate, insurance and engineering sectors, each accounting for 18.75% of cases, followed by construction and professional services at 12.5% each, with sports, energy and banking and finance making up the balance.

Why These Sectors?

The common thread is contractual complexity spread across borders. Long-duration contracts with multiple counterparties, technical performance obligations and staged payment mechanisms generate disputes that require a specialist decision-maker rather than a generalist judge. Confidentiality also matters commercially in these sectors, particularly in M&A and insurance work.

Energy Transition

Energy deserves separate mention. Spain's renewables build-out has produced a steady flow of commercial arbitrations concerning power purchase agreements (PPAs), engineering, procurement and construction (EPC) contracts, grid connection and supply chain failures, alongside the well-known legacy of investor-state claims arising from the 2010–14 reforms to the renewables remuneration regime. It is

expected that ESG and energy transition disputes will be a meaningful growth area.

Technology Platforms

A newer strand is worth flagging. The exclusivity dispute between Cabify and Auro (formerly Unauto VTC), two competing ride-hailing platforms, has generated significant Spanish arbitration case law. The High Court of Justice of Madrid (*Tribunal Superior de Justicia de Madrid* – TSJM) annulled the award in Resolution 66/2021 for applying domestic competition law instead of Article 101 of the Treaty on the Functioning of the European Union (TFEU), and the ensuing litigation has produced two references to the Court of Justice of the European Union that remain pending.

1.3 Arbitration Institutions

Domestic Institutions

The leading Spanish institution for international work is CIIAM. Created in 2020 by consolidating the international activity of the CAM, the Spanish Court of Arbitration (*Corte Española de Arbitraje* – CEA) and the Civil and Commercial Court of Arbitration (*Corte Civil y Mercantil de Arbitraje* – CIMA), with the Madrid Bar Association (*Ilustre Colegio de la Abogacía de Madrid* – ICAM) as strategic partner, it was joined by the Ibero-American Arbitration Centre (*Centro Iberoamericano de Arbitraje* – CIAR) in 2024 and by CAM Santiago in April 2025. The Centre administers proceedings in Spanish, Portuguese, English and French and allows the seat to be fixed in any city in the world.

Rebranding

No new institution was established in the past 12 months, but there was a significant identity change. On 19 January 2026, the institution formerly known as CIAM-CIAR adopted the acronym CIIAM, consolidating its Madrid–Santiago positioning and, in the words of its president, integrating rather than replacing its founding courts. Practitioners saw both acronyms in circulation in clauses drafted before that date; the change is one of branding and does not affect the validity of existing CIAM-CIAR clauses.

Track Record

CIIAM has administered 68 cases since 2020, with an aggregate amount in dispute of EUR424.9 million. In 2025 alone, it handled cases worth EUR149 million,

a 17% increase on the previous year, with 37.5% of matters arising from a CIIAM clause in the parties' contract and the remainder from referral by the founding courts.

Domestic and International Alternatives

For domestic and Spanish-language regional work, CAM, CEA and CIMA remain the institutions of choice. The ICC continues to be the first choice for large multi-jurisdictional contracts. The LCIA is frequently chosen when one of the parties is based in the United Kingdom or the United States.

1.4 National Courts

Allocation of Jurisdiction

Since the 2011 reform, the Civil and Criminal Chambers of the High Courts of Justice of the Autonomous Communities (*Tribunales Superiores de Justicia*) have heard applications for the judicial appointment and removal of arbitrators, set-aside applications and the recognition (exequatur) of foreign awards. The Courts of First Instance are responsible for the enforcement of awards once recognised, and for interim relief in support of arbitration.

Practical Consequences

Concentration at High Court level has produced a body of specialist case law and, over time, a more predictable approach. The TSJM hears the largest share of set-aside applications, and its decisions carry particular weight in the market, although its relationship with the Constitutional Court in relation to the scope of award review has been the defining institutional story of the past years — see **11.3 Standard of Judicial Review**.

Reorganisation of the Courts

The Spanish court system is being restructured. Organic Law 1/2025 of 2 January 2025 replaces some 3,900 single-judge courts with 431 courts of instance (*tribunales de instancia*), with staged entry into force from 1 July 2025. The reform is organisational and does not alter the allocation of arbitration-related jurisdiction described previously.

2. Governing Legislation

2.1 Governing Law

The Spanish Arbitration Act

Arbitration is governed by Law 60/2003 of 23 December 2003 on Arbitration (the Spanish Arbitration Act – SAA), which applies to both domestic and international arbitrations seated in Spain. The Act is closely modelled on the UNCITRAL Model Law, which was a deliberate policy choice designed to align Spanish practice with international standards and make Spain a credible seat.

Points of Divergence

The divergences are modest but worth recognising. The SAA adopts a monist approach, applying a single regime to domestic and international arbitration, with only limited special rules for the latter under Article 3. Unlike the Model Law, the Act imposes a duty of confidentiality on arbitrators, parties and institutions under Article 24.2. It also sets a default six-month time limit for the award under Article 37.2, running from the statement of defence or the expiry of the time to file it.

For arbitrations at law, Article 15.1 (as amended in 2011) requires a sole arbitrator to be a jurist and, where the tribunal consists of three or more arbitrators, at least one of them must be a jurist; in both cases the parties may agree otherwise. In practice, international arbitrations seated in Spain routinely disapply the requirement by institutional rules or party agreement, giving the parties full freedom to appoint arbitrators of any professional background.

2.2 Changes to National Law

No Change to the Arbitration Act

There has been no amendment to Law 60/2003 in the past 12 months.

The Wider Procedural Reform

The more significant development is indirect. Organic Law 1/2025 of 2 January 2025 on measures for the efficiency of the public justice service introduced “appropriate means of dispute resolution” (*medios adecuados de solución de controversias* – MASC) into Spanish law. Since 3 April 2025, attempting a MASC is a procedural prerequisite to filing a civil or commercial claim before the courts, and costs consequences fol-

low for a party that refuses to engage without justification. Commentators reviewing 2025 have treated this as a structural shift in favour of resolving commercial and civil disputes before turning to the courts.

Why It Matters for Arbitration

The MASC regime does not apply to arbitration proceedings, and parties who have agreed to arbitrate are not required to negotiate before commencing an arbitration. Its relevance is cultural and commercial: it signals a legislative preference for resolving disputes outside the courts, and it should reinforce the use of multi-tiered clauses. Organic Law 1/2025 also amended the Professional Companies Act to allow arbitration and other dispute resolution clauses in the constitutional documents of professional firms, and adjusted Articles 727 and 730 of the Civil Procedure Act on interim measures in support of arbitration and foreign proceedings.

Watch This Space

The most consequential pending development is not domestic legislation but the two references now before the Court of Justice of the European Union on the permissible scope of judicial review of awards for breach of EU public policy – see **11.3 Standard of Judicial Review**. Depending on the answer, the practical balance between award finality and EU law compliance in Spain may shift materially.

3. The Arbitration Agreement

3.1 Enforceability

Formal Requirements

Under Article 9 of the SAA, an arbitration agreement must express the parties’ will to submit to arbitration all or some of the disputes that have arisen or may arise between them in a defined legal relationship. It must be in writing, but “writing” is construed broadly and in line with the UNCITRAL 2006 recommendation.

What Counts as Writing

The requirement is satisfied by, among other things:

- a signed physical document;

- an exchange of letters, emails or other electronic communications that provides a record of the agreement;
- an arbitration clause incorporated by reference to general terms and conditions, provided the reference makes the clause part of the contract; and
- an exchange of statements of claim and defence in which one party asserts the agreement and the other does not deny it.

Spanish case law, including Order 51/2019 of the High Court of Justice, confirms this permissive approach.

3.2 Arbitrability

The Free Disposition Test

Article 2 of the SAA provides that disputes over matters within the parties' free disposition (*libre disposición*) may be arbitrated. That single test covers the great majority of civil and commercial disputes, and Spanish courts apply it generously.

What Falls Outside

Matters that cannot be freely disposed of are excluded. In practice, this covers criminal liability, family status, the core of insolvency proceedings once opened, and matters reserved by statute to the courts or the administration. Consumer arbitration is subject to particular restrictions: pre-dispute arbitration clauses imposed on consumers are generally regarded as unfair, and consumer disputes are channelled through the public consumer arbitration system.

Corporate and Professional Disputes

Corporate disputes, including challenges to shareholder and board resolutions, are arbitrable under Articles 11 bis and 11 ter of the Act, subject to the specific majority requirement for introducing an arbitration clause into the articles of association. Organic Law 1/2025 extended the same logic to professional partnerships, expressly allowing the constitutional documents of a professional company to refer disputes between partners, between partners and directors, and between either and the company – including on withdrawal, exclusion and the liquidation share – to arbitration or another appropriate means of dispute resolution. Competition law disputes are arbitrable, though tribunals seated in Spain must apply EU competition rules where they are engaged.

3.3 National Courts' Approach

Law Governing the Agreement

Spanish courts apply Article 9 (6) of the Arbitration Act, which adopts a validation principle: in international arbitration, the arbitration agreement is valid and the dispute arbitrable if it satisfies the requirements of the law chosen by the parties, the law applicable to the substance of the dispute or Spanish law. This *in favorem validitatis* rule means Spanish courts rarely need to decide a conflict of laws question in order to uphold a clause.

Enforcement of the Agreement

Arbitration agreements are enforced as a matter of course. Under Article 11 of the Act, an arbitration agreement obliges the parties to comply with it and prevents the courts from hearing the dispute, provided the interested party raises the objection by way of *declinatoria*. The court must decline jurisdiction unless the agreement is null and void, inoperative or incapable of being performed – a threshold Spanish courts interpret narrowly.

Practical Point

The *declinatoria* must be filed within the first ten days of the period for responding to the claim. Failure to do so amounts to a submission to the court's jurisdiction, and the point cannot be revived later.

3.4 Validity

Separability

Spain applies separability without qualification. Article 22 (1) of the Arbitration Act provides that an arbitration agreement forming part of a contract is treated as an agreement independent of the other terms, and that a decision by the tribunal that the contract is null does not entail of itself the invalidity of the arbitration agreement.

Consequences in Practice

The clause therefore survives the termination, rescission, novation or nullity of the main contract, and the tribunal retains jurisdiction to determine the consequences of that invalidity. Only a defect going to the arbitration agreement itself – for example, a want of consent specific to the clause – will defeat it. This is settled and uncontroversial before the Spanish courts.

4. The Arbitral Tribunal

4.1 Limits on Selection

Broad Autonomy

Party autonomy is the governing principle, and the statutory limits are few. Article 12 requires an odd number of arbitrators, with a sole arbitrator in default of agreement. Article 13 provides that any natural person in full possession of civil rights may act as arbitrator, and Article 17 (1) requires independence and impartiality of every arbitrator, which cannot be waived.

Qualification Requirements

In arbitrations at law, Article 15.1 requires that a sole arbitrator be a jurist and that, in a three-member tribunal, at least one arbitrator be a jurist, unless the parties agree otherwise. Nationality is not a bar: Article 13 imposes no nationality requirement, and foreign arbitrators sit regularly in Madrid-seated cases.

Equality in Multiparty Cases

The principle of equality in the constitution of the tribunal, drawn from the Constitutional Court's arbitration case law, operates as a further limit. An appointment mechanism that gives one side a structural advantage risks being set aside.

4.2 Default Procedures

The Statutory Fallback

Article 15 of the Arbitration Act supplies a default mechanism. For a sole arbitrator, the appointment is made by the competent High Court of Justice on the application of either party. For a three-member tribunal, each party appoints one arbitrator, and the two co-arbitrators appoint the president; if a party fails to appoint within 30 days of receiving the request, or if the co-arbitrators fail to agree within 30 days of the last acceptance, the appointment is made by the court.

Multiparty Cases

The Act does not set out a bespoke multiparty regime, so the court applies the general mechanism and its equality obligations when the parties on one side cannot agree. Institutional rules address the point more directly: CIIAM, CAM, CEA and CIMA rules all allow the institution to appoint the entire tribunal where a

multiparty joint appointment fails, which is the safer route in practice.

4.3 Court Intervention

A Supportive Function

The Civil and Criminal Chamber of the relevant High Court of Justice appoints arbitrators where the agreed mechanism fails. The procedure follows the verbal trial (*juicio verbal*) route and is designed to be quick.

Limits on the Court's Power

The court's role is deliberately narrow. Under Article 15 (5), it may only refuse the application where it finds, on the documents submitted, that no arbitration agreement exists. Where the parties have not agreed on the number of arbitrators, the court will appoint a sole arbitrator.

4.4 Challenge and Removal of Arbitrators

Grounds

Under Article 17 (3) of the Arbitration Act, an arbitrator may be challenged where circumstances give rise to justifiable doubts as to their impartiality or independence, or where they lack the qualifications agreed by the parties.

Procedure

The parties are free to agree the procedure; failing agreement, Article 18 requires the challenge to be raised within 15 days of becoming aware of the acceptance or the relevant circumstances, and the tribunal itself decides. Unusually by international standards, the Spanish courts play no role in deciding a challenge – an unsuccessful challenge can only be revisited in set-aside proceedings against the award. Where an institution administers the case, its rules will govern, and the institution will decide.

Removal

An arbitrator who becomes unable to perform or fails to act without undue delay may resign or be removed by agreement of the parties under Article 19, with the court deciding in default of agreement.

4.5 Arbitrator Requirements

Statutory Duty

Article 17 of the Arbitration Act requires every arbitrator to be and to remain independent and impartial

throughout the arbitration, and prohibits any personal, professional or commercial relationship with the parties. A prospective arbitrator must disclose all circumstances capable of giving rise to justifiable doubts, and the duty is continuing: fresh circumstances must be disclosed without delay as soon as they arise.

Institutional and Soft Law Standards

Institutional rules reinforce the statute, and CIAM, CAM, CEA and CIMA all require a signed statement of independence and ongoing disclosure. In practice, tribunals and institutions in Spain apply the International Bar Association (IBA) Guidelines on Conflicts of Interest in International Arbitration, as revised in 2024, as the benchmark for what should be disclosed. The Spanish Arbitration Club (*Club Español e Iberoamericano del Arbitraje* – CEA) Code of Good Arbitration Practice is also widely followed. The 2026 ICC Rules, in force from 1 June 2026, push in the same direction by front-loading conflict-checking to the start of the case.

Practical Guidance

The market expectation is now firmly in favour of over-disclosure.

5. Jurisdiction

5.1 Challenges to Jurisdiction

Competence-Competence

Article 22 (1) of the Arbitration Act gives the tribunal power to rule on its own jurisdiction, including on objections relating to the existence or validity of the arbitration agreement, the arbitrability of the dispute and any other objection that would prevent a decision on the merits. Spanish law therefore recognises competence-competence in full.

Form of the Decision

Under Article 22 (3), the tribunal may rule on jurisdiction either by way of a preliminary award or in the final award on the merits. A preliminary award upholding jurisdiction may only be challenged together with the final award through set-aside proceedings, which prevents the arbitration being derailed by satellite litigation.

5.2 Circumstances for Court Intervention When Courts May Intervene

Judicial intervention is exceptional and deferred. Article 7 of the Arbitration Act provides that no court shall intervene in matters governed by the Act except where the Act so provides. In practice, the courts address jurisdiction in three situations:

- on a *declinatoria* raised in parallel court proceedings;
- in set-aside proceedings under Article 41; and
- at the recognition and enforcement stage.

Attitude

The Spanish courts are reluctant to intervene, and increasingly so. The Constitutional Court's line of authority, beginning with Judgment 46/2020 of 15 June 2020 and continuing through Judgments 17/2021, 55/2021 and 65/2021, and then Judgment 146/2024 of 2 December 2024, has repeatedly reminded the High Courts that their supervisory role is narrow and does not extend to the substance of the tribunal's reasoning. In June 2026, the Constitutional Court sitting in plenary session went further still – see **11.3 Standard of Judicial Review**.

Negative Rulings

A negative ruling on jurisdiction – a tribunal declining jurisdiction – is reviewable. Article 41 (1)(a) allows a set-aside application where the arbitration agreement does not exist or is invalid, and the case law accepts that an erroneous refusal of jurisdiction can be challenged on that basis. In that scenario, the review is necessarily more searching than in respect of a positive ruling, because there is no award on the merits to protect.

5.3 Timing of Challenge Before the Tribunal

A jurisdictional objection must be raised before the tribunal at the earliest opportunity. Under Article 22 (2) of the Arbitration Act, the objection must be raised no later than the statement of defence, and an objection that the tribunal is exceeding the scope of its authority must be raised as soon as the matter said to be outside that scope arises. Late objections are barred unless the delay is justified.

Access to the Courts

As a rule, a party cannot go to court to challenge jurisdiction while the arbitration is pending. The routes to court are the *declinatoria* in parallel court proceedings and, after the award, the set-aside application. Failure to preserve the objection before the tribunal will normally defeat a later set-aside application, and the Spanish courts apply that preclusion rule firmly.

5.4 Standard of Judicial Review for Jurisdiction/Admissibility

A Deferential Standard With Nuance

Spanish courts adopt a deferential standard. Review is confined to the grounds listed in Article 41 and to the *thema decidendi* defined by the parties' agreement; the court does not conduct a fresh examination of the facts or of the tribunal's legal analysis.

Where the Review Bites Harder

The existence and validity of the arbitration agreement is the one area where the court's review is more intrusive, because it goes to the foundation of the tribunal's mandate. Even there, however, the courts will not reopen the tribunal's factual findings, and the Constitutional Court's case law has consistently warned against using public policy as a vehicle for merits review.

5.5 Breach of Arbitration Agreement

The Declinatoria

Where proceedings are commenced in breach of an arbitration agreement, the defendant must raise a *declinatoria* under Article 11 (1) of the Arbitration Act and Article 63 of the Civil Procedure Act. If it does so, the court must decline jurisdiction unless the agreement is null and void, inoperative or incapable of being performed. Spanish courts are unwilling to allow such proceedings to continue and routinely uphold the objection.

No Sua Sponte Review

The corollary is that the court will not act of its own motion. If the defendant does not raise the *declinatoria* within the ten-day window, the court retains jurisdiction, and the arbitration agreement is treated as waived for that dispute.

Anti-Suit Injunctions and Damages

Anti-suit injunctions are not available from Spanish courts and would sit uneasily with EU law. Nor is there a developed practice of awarding damages for breach of an arbitration agreement.

5.6 Jurisdiction Over Third Parties

Consent Remains the Basis

The Arbitration Act contains no express provision extending the arbitration agreement to non-signatories, and the starting point is that consent is required. Spanish courts and tribunals have nonetheless accepted extension in defined circumstances where consent can be inferred or the party is bound in law.

Recognised Routes

The principal routes are:

- assignment, subrogation and universal succession, where the arbitration clause travels with the contract;
- the group of companies doctrine, applied restrictively and only where the non-signatory participated actively in the negotiation, performance or termination of the contract;
- agency and representation;
- third-party beneficiaries who seek to rely on the contract; and
- piercing the corporate veil, applied exceptionally and on a high evidentiary threshold.

No distinction is drawn between domestic and foreign third parties: the analysis turns on consent and conduct, not nationality. Tribunals seated in Spain approach extension cautiously, conscious that an over-broad finding is a natural target in set-aside proceedings.

6. Preliminary and Interim Relief

6.1 Types of Relief

Statutory Power

Article 23 of the Arbitration Act empowers the tribunal, unless the parties have agreed otherwise, to order any interim measures it considers necessary in respect of the subject matter of the dispute, and to require

appropriate security. The Act deliberately does not list the available measures, giving tribunals wide latitude.

Binding Effect

Interim measures are binding, not recommendatory. Article 23 (2) provides that decisions on interim measures are subject to the same rules on annulment and enforcement as awards, which means a party can take a tribunal-ordered measure to the court of first instance for enforcement.

Typical Measures

In practice, tribunals order the preservation of assets and evidence, prohibitions on disposing of shares or assets, orders to maintain or restore the contractual status quo and orders restraining calls on bank guarantees. Measures affecting third parties are outside the tribunal's reach and require court assistance.

6.2 Role of Courts

Concurrent Jurisdiction

The courts have concurrent jurisdiction. Article 11 (3) of the Arbitration Act confirms that an arbitration agreement does not prevent a party from applying to the court for interim measures, and Article 722 of the Civil Procedure Act allows an application before or during the arbitration. Applying to court is not a waiver of the arbitration agreement.

Foreign-Seated Arbitrations

Spanish courts can grant interim relief in support of arbitrations seated abroad. Article 722 of the Civil Procedure Act expressly contemplates measures in aid of foreign arbitration and foreign proceedings, and Organic Law 1/2025 amended Articles 727 and 730 in this area, including for cases where an appropriate means of dispute resolution is being attempted. The full range of measures under Article 727 is available, including attachment of assets, judicial administration, orders to cease conduct and the preservation of evidence, which makes Spain a useful jurisdiction for asset-preservation applications where the respondent holds Spanish assets.

Emergency Arbitrators

This point is dealt with by institutional rules. CIIAM, CAM, CEA and CIMA all provide for emergency arbitrator proceedings. The 2026 ICC Rules also clarify

the emergency arbitrator regime for parties needing relief before the tribunal is constituted.

Court Intervention After Appointment

The appointment of an emergency arbitrator does not oust the courts. A party may still apply to the Spanish courts for interim measures, and in practice parties do so where enforcement against assets or third parties is required.

6.3 Security for Costs

Tribunal's Power

The Arbitration Act does not empower the tribunal to order security for costs as such. What Article 23 does allow is for the tribunal to require security in connection with interim measures, so as to cover the damages that the measure may cause to the respondent if the claim ultimately fails. Courts and tribunals may therefore require the applicant to post a bond or guarantee before granting provisional relief, but this secures potential harm from the measure itself, not the counterparty's legal costs in the arbitration.

7. Procedure

7.1 Governing Rules

Statutory Framework

Title V of the Arbitration Act governs procedure. Article 25 gives the parties freedom to agree the procedure and, failing agreement, gives the tribunal discretion to conduct the arbitration as it sees fit, subject to the mandatory guarantees in Article 24 of equality, the right to be heard and adversarial process.

Institutional Rules

Most international arbitrations seated in Spain are administered, and the institutional rules supply the operative detail. This has been a period of intense institutional reform. The CAM Rules in force since 1 January 2025 were revised to align with the CIIAM Rules, so that international matters can be referred between the two institutions with minimal friction. The CEA published new Rules on 4 November 2025, in force from 1 January 2026, restructured around procedural deadlines, a new hyper-abbreviated procedure and an optional challenge to the award. International

ally, the 2026 ICC Rules apply from 1 June 2026 and tighten the position on:

- new claims after the case management conference;
- electronic communication; and
- funder disclosure.

Soft Law

The IBA Rules on the Taking of Evidence in International Arbitration are used routinely, and the CEA Code of Good Arbitration Practice is a familiar reference point on conduct. Guidance on the use of artificial intelligence in arbitration, including the Chartered Institute of Arbitrators (CI Arb) Guideline with its model clause and model procedural order, is beginning to feature in procedural orders.

7.2 Procedural Steps

Mandatory Steps

The Act prescribes very little. Article 24 requires equal treatment and a full opportunity to present one's case; Articles 29 and 30 require statements of claim and defence and provide that a hearing must be held if either party requests one, unless the parties have agreed on a documents-only procedure. Beyond that, the sequence is a matter for the parties and the tribunal.

Typical Sequence

A Spanish-seated arbitration will normally proceed through:

- a request for arbitration;
- an answer to the request (including, where applicable, notice of any counterclaim);
- constitution of the tribunal;
- a case management conference and procedural order;
- exchange of memorials with documents and witness and expert evidence;
- a limited document production phase;
- an evidentiary hearing with cross-examination;
- post-hearing briefs and costs submissions; and
- the award.

Duration

Timelines are competitive and getting shorter. CAM reported an average duration of 10.65 months in 2025, once two exceptional cases are excluded, and CIAM cases typically run to around 15 months, with expedited proceedings concluding in under 11 months. The CEA's new hyper-abbreviated procedure goes further, requiring the award within three months of the statement of claim for straightforward disputes, and the CEA has also extended the period for requesting correction, clarification or a supplementary award from ten to 15 days.

7.3 Powers and Duties of Arbitrators

Duties

Arbitrators must:

- be and remain independent and impartial under Article 17;
- treat the parties equally and give each a full opportunity to be heard under Article 24;
- keep the information they receive confidential under Article 24 (2); and
- render the award within the applicable time limit under Article 37.

Article 21 makes arbitrators and institutions liable in damages for loss caused in bad faith, recklessly or with wilful misconduct, and requires them to hold liability insurance.

Powers

Arbitrators rule on their own jurisdiction, decide the admissibility, relevance and weight of evidence under Article 25, appoint tribunal experts under Article 32, order interim measures under Article 23, seek court assistance in taking evidence under Article 33 and allocate costs. They may also correct, clarify and supplement the award under Article 39.

7.4 Legal Representatives

No Local Qualification Requirement

There is no general requirement that counsel in an arbitration seated in Spain be qualified in Spain or be a member of a Spanish Bar, and international teams appear regularly in Madrid-seated cases. However, where Spanish substantive law governs the dispute, representation must be provided by a Spanish-quali-

fied lawyer who is a member of a Spanish Bar (*abogado colegiado*).

Court Proceedings Are Different

Set-aside proceedings, exequatur and enforcement before the Spanish courts require representation by a Spanish *abogado* and a *procurador*.

Professional Conduct

Counsel remain bound by the ethical rules of the legal profession. Where Spanish lawyers are involved, the General Statute of Spanish Legal Practice and the applicable Bar rules apply, and the CEA Code of Good Arbitration Practice is widely treated as the common standard in Spanish-seated proceedings.

8. Evidence

8.1 Collection and Submission of Evidence International Practice, Not Domestic Procedure

Evidence in international arbitration seated in Spain follows international practice rather than Spanish civil procedure. Parties submit documents with their memorials, together with written witness statements and party-appointed expert reports, and the IBA Rules on the Taking of Evidence are commonly adopted or used as guidance.

Document Production

There is no US-style discovery. Document production is limited and request-based, typically by Redfern Schedule, and tribunals require requests to be narrow, specific and relevant and material to the outcome. Blanket or category-wide requests are routinely refused.

Witnesses and Experts

Written statements stand as direct evidence, and witnesses are cross-examined at the hearing. Party officers and employees may give evidence as witnesses, which is a departure from domestic Spanish procedure. Tribunal-appointed experts are permitted under Article 32, and witness conferencing is used where the technical issues justify it. Where expert evidence is central and the experts disagree, a confrontation is normally agreed.

Privilege

Tribunals apply general principles and are guided by Article 9 of the IBA Rules, taking into account the professional secrecy obligations of the jurisdictions concerned and the need to treat the parties equally where their privilege regimes differ. Under Spanish law, communications between counsel are also confidential and may not be produced in any proceedings, whether arbitral or judicial. Breach of this rule may result in severe disciplinary sanctions by the relevant Bar Association.

8.2 Rules of Evidence

No Mandatory Code

Tribunals seated in Spain are not bound by the evidential rules of Law 1/2000 (the Civil Procedure Act). Article 25 leaves the admissibility, relevance and weight of evidence to the tribunal, subject only to the guarantees of equality and the right to be heard.

The Practical Position

The rules that apply are therefore those the parties agree or the tribunal adopts – in practice the IBA Rules together with the tribunal's procedural orders.

Standard of Proof and Reasoning

The Arbitration Act does not prescribe rules on the burden of proof. Tribunals seated in Spain generally apply the principle that each party bears the burden of proving the facts on which its claims or defences depend, consistent with both Spanish civil procedure and international arbitration practice.

Constitutional Court Judgment 49/2026 of 23 June 2026 (*Tempus Holdings 76*) confirms that a tribunal is entitled to set and apply its own standard of proof and that a supervisory court may not impose a heightened requirement that the award spell out its treatment of every expert report. The Constitutional Court held that the duty to give reasons in an award is not equivalent to that owed by a court, and that an award may only be annulled for lack of reasoning if it is arbitrary, illogical, absurd or irrational.

8.3 Powers of Compulsion Parties

As against the parties, the tribunal has no coercive power but has effective indirect sanctions. It may

draw adverse inferences from a failure to produce documents or to make a witness available, and it may reflect non-compliance in its allocation of costs. In practice, these are sufficient in the great majority of cases.

Non-Parties

The tribunal cannot compel a third party at all. Article 33 of the Arbitration Act allows the tribunal, or a party with the tribunal's approval, to apply to the competent court of first instance for judicial assistance in taking evidence. The court may then order production or the attendance of a witness using its own coercive powers, and may either take the evidence itself and transmit it to the tribunal or allow the tribunal and the parties to participate.

Practical Note

Applications under Article 33 are relatively uncommon.

9. Confidentiality

9.1 Extent of Confidentiality

A Statutory Duty

Article 24 (2) of the Arbitration Act obliges the arbitrators, the parties and the arbitral institutions to keep confidential the information they come to know through the arbitral proceedings. The duty covers the existence of the arbitration, the pleadings, the documents produced and the award.

Limits

The duty is not absolute. Disclosure is permitted where it is required by law, by a public authority acting within its powers or where it is necessary to protect or enforce a legal right – most obviously in set-aside, recognition or enforcement proceedings. Court files in set-aside proceedings are in principle public, and High Court and Constitutional Court judgments are published, so a party contemplating annulment should assume that the substance of the dispute may become public.

Practical Drafting Point

Because the statutory duty is framed in general terms and does not expressly extend to witnesses, experts, funders or non-parties, parties who place a high value

on confidentiality should supplement it with a tailored confidentiality agreement or a procedural order at the first case management conference.

10. The Award

10.1 Legal Requirements

Formal Requirements

Under Articles 34 to 37 of the Arbitration Act, the award must be in writing and signed by the arbitrators, who may record their dissent. The award must state the reasons on which it is based, unless it records a settlement or the parties have agreed otherwise, and must state the date and the seat, and rule on costs.

What “Reasoned” Means

The duty to give reasons is not the same as the duty owed by a court. The Constitutional Court has held that a supervisory court may verify that reasons exist but may not assess their adequacy, sufficiency or persuasiveness, and that unless the parties have agreed particular requirements as to reasoning, the sufficiency of the reasons cannot be derived from their agreement. In its 2026 plenary case law, the Court confirmed that an award that does explain its reasoning – even briefly, and even on a heavily contested quantum issue – cannot be characterised as unreasoned merely because it does not rehearse every expert report.

Time Limits

Article 37 (2) sets a default time limit of six months from the filing of the statement of defence, or from the expiry of the time for filing it. The parties may agree otherwise, and the tribunal may extend the period by up to two further months by reasoned decision unless the parties have agreed to the contrary. Institutional rules commonly provide their own timetable, and expiry of the period does not of itself invalidate the award, although it may expose the arbitrators to liability.

Correction and Notification

The award must be notified to the parties in the agreed form. Within ten days of notification, a party may request correction of clerical errors, clarification, a supplementary award on omitted claims or rectification of an excess of authority, under Article 39. Some

institutional rules now extend that window: the CEA Rules in force since 1 January 2026 allow 15 days.

10.2 Types of Remedies

Wide Remedial Powers

The Arbitration Act does not restrict the remedies a tribunal may grant. Tribunals seated in Spain award compensatory damages, specific performance, declaratory relief, termination or rectification of contracts, injunctive relief and interest, subject always to the parties' claims and the applicable substantive law.

Punitive Damages

Punitive damages are the principal limit. They are unknown to Spanish substantive law, which is compensatory in principle, and an award of punitive damages would be vulnerable on public policy grounds if the seat is Spain or if enforcement is sought here.

Loss of Profits

Loss of profits claims deserve a practical note, because they generate a disproportionate share of annulment litigation in Spain. Tribunals routinely dismiss such claims where causation or quantum is not proven – for example where the business made losses after the breach, where no evidence showed that performance would have produced a profit or where external factors intervened – and the Constitutional Court has now made clear that a reasoned dismissal on those grounds is not open to annulment.

Ultra Petita

Tribunals must also stay within the relief sought. An award granting more than was claimed risks annulment under Article 41 (1)(c) as a decision on matters not submitted to arbitration.

10.3 Recovering Interest and Legal Costs

Article 37 (6) of the Arbitration Act gives the tribunal discretion over costs, subject to any agreement of the parties. Recoverable costs include arbitrators' fees and expenses, institutional fees, counsel's fees, expert fees and any other expenses of the proceedings.

Practice

The prevailing approach in international arbitration seated in Spain is costs follow the event, adjusted for relative success on the issues. Tribunals also weigh the parties' procedural conduct, and unreasonable behaviour – excessive document requests, late evidence, unmeritorious challenges – is regularly reflected in the allocation.

Interest

Interest is generally awarded on sums due, usually in euros where that is the contractual currency. Tribunals commonly apply the contractual rate where one is agreed, and otherwise the Spanish legal interest rate or a commercial rate, together with post-award interest at the enhanced rate applicable under Spanish law to judicial decisions.

11. Review of an Award

11.1 Grounds for Appeal

No Appeal on the Merits

There is no appeal on the merits. The only recourse against an award rendered in Spain is the action to set aside under Article 40 of the Arbitration Act, heard by the Civil and Criminal Chamber of the High Court of Justice of the seat.

Grounds

The grounds in Article 41 (1) are exhaustive:

- the arbitration agreement does not exist or is invalid;
- a party was not given proper notice of the appointment of an arbitrator or of the proceedings, or was otherwise unable to present its case;
- the award deals with matters not submitted to arbitration;
- the constitution of the tribunal or the procedure was contrary to the parties' agreement or, absent agreement, to the Act;
- the subject matter is not arbitrable; or
- the award is contrary to public policy.

Procedure and Time Limits

The application must be filed within two months of notification of the award, or of the decision on correc-

tion or clarification, and follows the verbal trial route with a written response. The decision of the High Court is final and not subject to ordinary appeal, although an application for constitutional relief (*amparo*) to the Constitutional Court is possible where a fundamental right has been infringed. That route has proved decisive: the Constitutional Court has now decided a series of arbitration *amparos*, and in 2026 it took the unprecedented step of declaring an award final itself rather than remitting the case to the Arbitration Tribunal.

A Practical Warning

The preclusion rule is strictly applied. A ground not raised before the tribunal when it could have been will not be entertained.

11.2 Excluding/Expanding the Scope of Appeal

No Contracting Out

The action to set aside is mandatory and cannot be waived, excluded or narrowed by agreement. Nor can the parties expand the statutory grounds or confer on the courts a power of merits review that the Arbitration Act does not give them; the grounds in Article 41 are exhaustive as a matter of public policy.

A Contractual Second Look

What parties can do is build a review mechanism inside the arbitration. The CEA's Arbitration Rules in force since 1 January 2026 introduce an optional challenge to the award (*impugnación opcional del laudo*), under which parties may agree – in the arbitration clause or before any arbitrator is appointed – to an intra-institutional review by a second tribunal appointed by the CEA.

11.3 Standard of Judicial Review

Strictly Procedural

There is no review of the merits. The High Court verifies whether one of the Article 41 grounds is made out; it does not re-examine the facts, re-weigh the evidence or substitute its own view of the applicable law.

Constitutional Correction

This position has been settled the hard way. Between the mid-2010s and 2020, the TSJM annulled a significant number of awards on a broad reading of public

policy. The Constitutional Court intervened in Judgment 46/2020 of 15 June 2020 and in Judgments 17/2021, 55/2021 and 65/2021, holding that:

- public policy in Article 41 (1)(f) must not be used to review the substance of the arbitrators' reasoning;
- the duty to give reasons in an award is not equivalent to that owed by a court; and
- an award may only be annulled if it is arbitrary, illogical, absurd or irrational.

Judgment 146/2024 of 2 December 2024 confirmed that line. That trajectory culminated in the plenary judgments of 23 June 2026, which the Spanish arbitration community received as a clear signal of protection for the institution and as confirmation that Madrid's supervisory courts will respect the finality of awards.

The June 2026 Plenary Judgments

On 23 June 2026, the plenary Constitutional Court delivered two unanimous judgments – the first arbitration decisions taken in plenary – which mark the most significant development in Spanish arbitration law in the past year.

In one, brought by Tempus Holdings 76 Sàrl, the TSJM had annulled part of a February 2023 award rejecting a loss of profits claim of more than EUR30 million, on the basis that the tribunal had disregarded the expert evidence. The Constitutional Court held that the award did contain reasoning on the point and that what the TSJM had labelled apparent reasoning was in truth a demand for reinforced evidential explanation that forms no part of the arbitral standard. It quashed the TSJM judgment and declared the relevant part of the award final, without remitting the matter – a step with no modern precedent.

Why It Matters

The practical effect is significant. An award-holder who succeeds in *amparo* no longer necessarily faces a further round before the TSJM, which removes a substantial source of delay and cost. The judgments also confirm that the tribunal's assessment of expert evidence and its allocation of the burden of proof are matters for the tribunal alone.

The Remaining Friction Point

The unresolved question is mandatory EU law. In Decision 66/2021 of 22 October 2021, the TSJM annulled an award because the tribunal had applied Spanish competition law instead of Article 101 of the TFEU. After the Constitutional Court quashed that decision, the TSJM – rather than issuing a fresh judgment – referred questions to the Court of Justice of the European Union by order of 20 March 2025, asking it to interpret Articles 47 (1) and 51 (1) of the Charter of Fundamental Rights and Article 19 (1) of the Treaty on European Union in order to determine what a national court's review must cover where an award is challenged for breach of EU public policy.

The court's president dissented, taking the view that the Constitutional Court's ruling should simply have been implemented. A second reference followed by order of 27 March 2026, asking expressly whether it is compatible with the primacy, effectiveness and unity of EU law for judicial control of an award for breach of fundamental EU public policy rules to be limited by the doctrine of Constitutional Court Judgment 146/2024. Neither reference has yet been decided.

Practical Guidance

Until the Court of Justice rules, parties arbitrating disputes with a competition or other mandatory EU law element in Spain should ensure the tribunal engages expressly and visibly with the EU law dimension.

12. Enforcement of an Award

12.1 New York Convention

The New York Convention

Spain ratified the New York Convention on 12 May 1977, without reservation. Spain therefore applies the Convention universally: it recognises awards made in any state, whether or not a contracting party, and applies it to commercial and non-commercial matters alike. This is one of the most favourable enforcement regimes in Europe.

Other Instruments

Spain is also a party to the 1961 European Convention on International Commercial Arbitration, the 1965 International Centre for Settlement of Investment Dis-

putes. (ICSID) Convention and a number of bilateral treaties on judicial co-operation, several of them with Latin American states. Within the EU, Regulation (EU) No 1215/2012 (the “Brussels I Recast Regulation”) excludes arbitration from its scope.

12.2 Enforcement Procedure

Domestic Awards

A Spanish award is directly enforceable. The successful party applies to the court of first instance of the place where the award was rendered under Article 545 of the Civil Procedure Act, and enforcement proceeds as it would for a final judgment. A pending set-aside application does not suspend enforcement, although the respondent may apply for suspension against security under Article 45 of the Arbitration Act.

Foreign Awards

Foreign awards require recognition (exequatur) before the Civil and Criminal Chamber of the competent High Court of Justice under the New York Convention and, procedurally, Law 29/2015 on International Legal Cooperation in Civil Matters. The applicant files the authenticated original, or a certified copy, of the award and of the arbitration agreement, with a sworn translation into Spanish. Once recognised, enforcement is carried out by the court of first instance.

Awards Set Aside at the Seat

Annulment at the seat is a discretionary, not mandatory, ground for refusal under Article V(1)(e) of the Convention, and the Spanish courts read it as such. In practice, a properly annulled award will not be recognised, but the court retains a discretion and will consider the nature of the annulment decision.

Pending Set-Aside Proceedings at the Seat

Where set-aside proceedings are pending at the seat, Article VI of the Convention allows the court to adjourn the decision on enforcement. Spanish case law reflects divergent approaches on whether this suspension power applies at the recognition (exequatur) stage or only at the enforcement phase, with the majority view (TSJ Catalonia, TSJ Andalusia) limiting it to enforcement, while a recent TSJ Madrid ruling accepted its application at recognition on an exceptional basis.

Sovereign Immunity

Organic Law 16/2015 of 27 October 2015 governs the position, regulating among other immunities the immunity from jurisdiction of foreign states – and following the United Nations Convention closely. Broadly, the Act frames both immunity from jurisdiction and immunity from execution restrictively, which makes Spain a receptive jurisdiction for litigation against states. Enforcement is therefore available only against assets used for commercial activity, and identifying such assets is generally the practical obstacle rather than the recognition itself.

12.3 Approach of the Courts

A Pro-Enforcement Jurisdiction

The Spanish courts are pro-enforcement. Recognition is granted in the large majority of cases, the Article V grounds are construed narrowly and the burden rests squarely on the party resisting enforcement. Courts will not use the exequatur process to review the merits.

Public Policy

Public policy (*orden público*) is read restrictively and, in the international context, as international public policy: the fundamental rights guaranteed by the Spanish Constitution and the essential principles of the Spanish legal and economic order, together with internationally recognised principles.

Procedural public policy – the right to be heard, equality of arms, a properly constituted tribunal – accounts for most successful objections. The Constitutional Court's case law since Judgment 46/2020, reinforced by the plenary judgments of 23 June 2026, has expressly warned against an expansive reading of the public policy concept.

Intra-EU Investment Awards

The exception to this generally straightforward picture concerns intra-EU investment treaty awards, where EU law and international law pull in opposite directions. Following *Achmea* and *Komstroy*, the European Commission's Decision (EU) 2025/1235 of 24 March 2025 held that payment by Spain of the ICSID award in *Antin* would constitute unlawful state aid and directed Spain to prevent payment, execution or implementation. National courts within the EU have followed suit,

with the Amsterdam District Court treating payment under an assigned award as recoverable state aid in its judgment of 5 March 2025.

Enforcement Outside the EU

Outside the EU, the picture has moved decisively the other way over the past year. The Federal Court of Australia in *Blasket Renewable Investments LLC v Kingdom of Spain* [2025] FCA 1028 upheld enforcement of four awards totalling some EUR470 million. On 4 March 2026, the UK Supreme Court dismissed Spain's immunity appeal in [2026] UKSC 9.

In the United States, the Supreme Court declined Spain's petition for certiorari, and on 1 July 2026 the District Court for the District of Columbia entered final judgment enforcing the ICSID award in the *BayWa* case; in early June 2026, seven federal judgments derived from renewables awards worth close to EUR700 million were registered.

Practical Guidance

It is advisable, once an award intended for enforcement in Spain has been rendered, to contact a Spanish law firm as soon as possible to initiate recognition proceedings. Under Spanish law, judgments and arbitral awards may only be enforced within a maximum period of five years.

13. Miscellaneous

13.1 Class Action or Group Arbitration

No Class Arbitration

Spanish law does not provide for class or group arbitration.

13.2 Ethical Codes

Counsel

Counsel remain subject to the professional rules of the Bar to which they belong. For Spanish lawyers, this means the General Statute of Spanish Legal Practice, the Code of Ethics of the Spanish Legal Profession and the rules of their local Bar, notably ICAM in Madrid, which cover conflicts, professional secrecy and duties to the tribunal.

Arbitrators

Arbitrators are bound by the statutory duties in Articles 17 and 21 of the Arbitration Act. Beyond the statute, the CEA Code of Good Arbitration Practice is the reference text in the Spanish market and addresses independence, disclosure, the conduct of proceedings, fees and confidentiality. The IBA Guidelines on Conflicts of Interest in International Arbitration, as revised in 2024, and the IBA Guidelines on Party Representation are applied as a matter of routine.

13.3 Third-Party Funding

Permitted and Growing

Third-party funding is lawful in Spain and is now an established feature of the market, with both international funders and Madrid-based funds active in arbitration and complex litigation. There is no doctrine of champerty or maintenance and no statutory prohibition. Adverse costs insurance is commonly arranged alongside the funding package, and specialist advice on funding structures has become a distinct workstream for Spanish disputes practices.

No Dedicated Statute

Spain has no bespoke funding legislation. Funding agreements are governed by general contract law, and the EU-level debate on regulating litigation funding has not yet produced binding Spanish rules.

Disclosure Through Institutional Rules

Regulation is coming instead from the institutions, and the past year has seen the trend consolidate. The CEA Arbitration Rules and the CIAM Rules require a funded party to disclose the existence of the funding arrangement and the identity of the funder to the tribunal and the other parties, and the CEA Code of Good Arbitration Practice says the same.

Practical Guidance

Disclose early should be the goal. Disclosure at the outset avoids a challenge to the tribunal later in the proceedings, and a funder that has assumed adverse costs liability is in a materially better position if security for costs is sought.

13.4 Consolidation

No Statutory Power

The Arbitration Act does not provide for consolidation, and the Spanish courts have no power to consolidate arbitrations. Consolidation therefore depends on party agreement or on the applicable institutional rules.

Institutional Rules

CIAM, CAM, CEA, CIMA and Barcelona Arbitration Tribunal (*Tribunal Arbitral de Barcelona* – TAB) rules all allow consolidation, typically where the parties agree, where:

- all the claims are made under the same arbitration agreement; or
- the claims arise under compatible arbitration agreements between the same parties in connection with the same legal relationship or a series of related contracts.

The institution decides, taking account of the stage reached in each case, whether arbitrators have been confirmed and whether consolidation would prejudice any party.

Where It Matters

Consolidation is most useful in construction and infrastructure chains, and in M&A disputes spanning a share purchase agreement and its ancillary documents. The practical lesson is at the drafting stage: consistent arbitration clauses across a suite of related contracts, referring to the same institution, rules, seat and language, are what make consolidation and joinder available when they are needed.

13.5 Binding of Third Parties

Binding a Non-Signatory

The circumstances in which a non-signatory may be joined to the arbitration mirror those set out in 5.6 **Jurisdiction Over Third Parties**: assignment, subrogation and succession, agency, third-party beneficiary situations, active participation in the contract by a group company and, exceptionally, the piercing of the corporate veil. Spanish tribunals require clear evidence of consent or of a legal basis for the extension.

Effect of the Award

Once rendered, the award has res judicata effect between the parties under Article 43 of the Arbitration Act. It does not bind third parties who were not joined to the arbitration, and, as a general rule, it cannot be enforced against a person who was not a party to the proceedings.

Assignment of Award Rights

It is possible to assign the rights under an award to a third party.

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