



Litigation & Dispute Resolution **2025**

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Lithuania



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1 Litigation – Preliminaries

1.1 What type of legal system does your jurisdiction have? Are there any rules that govern civil procedure in your jurisdiction?

The Lithuanian legal system is based on the continental or the civil legal tradition, and the legal regulations are set by the laws passed by the Parliament of Lithuania (Seimas). These laws are considered to be the most important part of the legal system.

Lithuanian civil procedure is governed by the Code of Civil Procedure.

1.2 How is the civil court system in your jurisdiction structured? What are the various levels of appeal and are there any specialist courts?

The Lithuanian civil court system (i.e., excluding administrative courts) consists of four types of courts in three instances. The four types of courts are district courts, regional courts, the Court of Appeal of the Republic of Lithuania and the Supreme Court of the Republic of Lithuania. These four types comprise an integral judicial system of three instances:

- First instance: the courts of first instance are district and regional courts. Whether the competent court to hear a case is district or regional is determined by the rules of that court's jurisdiction; for example, concerning the subject matter or amount of the claim, etc.
- Appellate instance: if the appealed judgment or order was rendered by a district court, the court of appellate instance would be a regional court. If the appealed judgment or decision was rendered by a regional court, which heard the case as a court of first instance, the Court of Appeal of the Republic of Lithuania would be the appellate court. Decisions of regional courts rendered in cases where the regional court acted as an appellate court are not subject to further appeal before the Court of Appeal of the Republic of Lithuania.
- Cassation: the Supreme Court of the Republic of Lithuania performs the function of cassation. An application to review the case in the Supreme Court can be made after the decision or a judgment was appealed and becomes effective. The cassation instance is not deemed to be an appellate instance, because the Supreme Court reviews cases only in terms of legal issues and does not accept every application. A selection board, comprising judges of the Supreme Court, decides to accept and to review only such cases where the legal issues are significant to the entire civil legal system of the country.

1.3 What are the main stages in civil proceedings in your jurisdiction? What is their underlying timeframe (please include a brief description of any expedited trial procedures)?

There are four main stages in civil proceedings in Lithuania, as follows:

- Commencement: this takes place within 10 days of the judge receiving a statement of claim and deciding that there are no obstacles to commencing the proceedings.
- Preparatory stage: at this stage, the parties are ordered to provide to the court their statements, arguments, evidence, etc. The timeframe of this stage depends on the complexity of the case, and also on the method of preparation (written submissions or oral preliminary hearings) the court chooses to use for the particular case. The preparatory stage for the hearing usually lasts up to one to two months in simple cases.
- Hearings: after the preparatory stage for the hearings has ended, the court sets a date for the courtroom hearings. The number of hearings and the timeframe also depends on the complexity and circumstances of the case.
- The closing arguments: at the end of the hearings stage, the court usually selects a date on which the closing arguments will be heard. Such arguments are usually oral, but sometimes, after consultation with the parties, written closing arguments may be used. The oral closing arguments stage usually lasts one court session.

1.4 What is your jurisdiction's local judiciary's approach to exclusive jurisdiction clauses?

Exclusive jurisdiction clauses are acceptable provided that such clauses comply with mandatory provisions; for example, the exclusive jurisdiction set out by law must not be changed.

1.5 What are the costs of civil court proceedings in your jurisdiction? Who bears these costs? Are there any rules on costs budgeting?

The costs of civil proceedings comprise stamp duties and legal fees. They can also include various other costs, such as expert fees, witness costs, translation costs, etc. Stamp duties depend on the amount of the dispute and are determined by the Code of Civil Procedure. They are capped at EUR 17,000 and may exceed this amount only in exceptional cases. Legal fees are subject to recommendations issued by the Ministry of Justice, which, although not mandatory, are routinely taken into account by the courts.

Lithuania uses the “costs follow the event” principle, meaning that the losing party covers all legal costs. In the event of partial success, the costs will be compensated by the losing party in proportion to the number of claims satisfied.

1.6 Are there any particular rules about funding litigation in your jurisdiction? Are claimants and defendants permitted to enter into contingency fee arrangements and conditional fee arrangements?

In certain cases, a person meeting specific criteria can apply for state-granted free legal assistance.

There are no particular rules concerning litigation funding in Lithuania.

Agreements on contingency fees between claimants and defendants are permitted.

1.7 Are there any constraints to assigning a claim or cause of action in your jurisdiction? Is it permissible for a non-party to litigation proceedings to finance those proceedings?

Assigning a claim, cause of action, or a part of such action is permitted in Lithuania, as the rights as such can freely participate in the market. The only constraints on assigning a claim or a cause of action are determined by a certain set of rights that are exceptionally related to a specific person, or if such assignment would be incompatible with the law.

The practice of third-party funding does not exist in Lithuania and is not regulated. Thus, such funding is based on general legal rules. Generally, a non-party to litigation proceedings may finance the proceedings based on a private agreement with the party, but there will be various issues relating to participation, confidentiality, award on costs, etc.

1.8 Can a party obtain security for/a guarantee over its legal costs?

The Code of Civil Procedure permits the court to order a party to make a security deposit over legal costs if the court assumes that the party brought a frivolous or an abusive statement of claim.

Also, a respondent from a foreign country must make a security deposit over legal costs if the defendant demands this. However, this rule is not applicable if a security deposit is prohibited by a respective international treaty.

2 Before Commencing Proceedings

2.1 Is there any particular formality with which you must comply before you initiate proceedings?

With some exceptions, generally there are no particular formalities that must be complied with in order to bring a lawsuit in Lithuania, provided that a party has paid the applicable stamp duty.

Limited exceptions to this rule are made by the laws of some specific legal relations which require the parties, for example, to at least try to mediate the dispute before bringing the lawsuit (in some family law disputes). Other exceptions may be more obligatory: for example, in order to commence a case concerning labour matters, the party must firstly have brought the case before the local board of labour disputes.

2.2 What limitation periods apply to different classes of claim for the bringing of proceedings before your civil courts? How are they calculated? Are time limits treated as a substantive or procedural law issue?

Limitation periods are governed by the Civil Code of Lithuania. The general limitation period is 10 years; however, the Civil Code of Lithuania and other laws can and do set other specific shorter periods.

For example, the limitation period for claims in tort, as well as for other damages claims, is three years, and one year for insurance claims, etc.

The limitation period starts at the time when the claimant knew or ought to have known about the breach of their rights.

The time limits set by the law are treated as a substantive law issue.

3 Commencing Proceedings

3.1 How are civil proceedings commenced (issued and served) in your jurisdiction? What various means of service are there? What is the deemed date of service? How is service effected outside your jurisdiction? Is there a preferred method of service of foreign proceedings in your jurisdiction?

Civil proceedings are commenced by filing a statement of claim to the court that meets the requirements stated in the Code of Civil Procedure.

The most common means of service is via registered mail with a return receipt. The date of service is deemed that marked on the return receipt. If parties are represented by attorneys, parties are served via electronic means of communication, in particular via the national e-court system.

Service outside the Lithuanian jurisdiction is governed by conventions, international agreements and European Union regulations.

3.2 Are any pre-action interim remedies available in your jurisdiction? How do you apply for them? What are the main criteria for obtaining these?

The Code of Civil Procedure allows both pre-action and subsequent interim remedies once the case has commenced. The law provides a list of available measures, such as seizure of assets, but such list is not exhaustive and a court may apply any measures it deems necessary. If a party seeks a pre-action interim remedy, it must explain why the statement of claim was not submitted together with the request for the pre-action interim remedy.

The court may grant the pre-action interim remedy if it determines that, should such remedy not be applied, the statement of claim and the enforcement of the future court judgment would lose their purpose.

3.3 What are the main elements of the claimant's pleadings?

The statement of claim must include the amount in dispute, factual basis of the claim, evidence on which the claimant relies, and the request for relief.

3.4 Can the pleadings be amended? If so, are there any restrictions?

After the statement of claim is served on the respondent and until the court's decision to set an oral hearing, the claimant can make amendments to the statement of claim.

If the claimant is willing to make amendments afterwards, it is permitted only if the need to make such amendments arose later, the respondent agrees, or the court decides that the amendments would not delay the case.

3.5 Can the pleadings be withdrawn? If so, at what stage and are there any consequences?

There are no consequences of withdrawal before the statement of claim is admitted and sent to the respondent. It is possible to withdraw afterwards only with the consent of the respondent and before the final judgment of a court of first instance is made.

Regardless of the stage, the claimant can waive the statement of claim with prejudice. The court must ensure that the claimant understands the consequences of waiving the claim with prejudice which, most importantly, is that the claimant cannot bring the same dispute between the same parties before a court again.

4 Defending a Claim

4.1 What are the main elements of a statement of defence? Can the defendant bring a counterclaim(s) or defence of set-off?

The main elements of a statement of defence are the defendant's position on whether it agrees or disagrees with the claim, its motives of disagreement and the evidence on which the defendant relies.

The defendant can bring both a counterclaim as well as a defence of set-off.

4.2 What is the time limit within which the statement of defence has to be served?

The standard time limit given to serve the statement of defence is between 14 and 20 days. Depending on the difficulty of the case, the time limit may be prolonged up to 60 days.

If the court decides to prepare for examination of the case by written submissions and the claimant thus serves another written submission directed at the defendant's answer to the claim, and the respondent responds with a rejoinder, an additional 14 days are given in which each party must provide the respective document.

4.3 Is there a mechanism in your civil justice system whereby a defendant can pass on or share liability by bringing an action against a third party?

The Code of Civil Procedure regulates situations in which there is a need to include more persons in the case than the claimant and the respondent alone. So-called third parties, which have no independent claims in the case, may be brought in if the

court decides that the future judgment may have an effect on their rights or obligations. For example, the defendant may have a recourse action against the third party in the follow-up litigation. However, there is no mechanism that would enable the defendant, without the request of the claimant, to bring in other parties as co-defendants, or to bring an action against such parties in the same case.

4.4 What happens if the defendant does not defend the claim?

The court must make reasonable efforts to locate the respondent to serve the claim. If the respondent does not defend the claim, the court may issue a judgment *in absentia*. However, this does not necessarily mean that the claim will be satisfied. The court must still verify whether the claimant has sufficiently proven their case. While the respondent cannot appeal a judgment *in absentia*, they may request a review by the same court within 20 days of the judgment being issued.

4.5 Can the defendant dispute the court's jurisdiction?

The defendant can dispute the court's jurisdiction; however, the court does not have a legal obligation to decide on its jurisdiction before rendering a final judgment.

5 Joinder & Consolidation

5.1 Is there a mechanism in your civil justice system whereby a third party can be joined into ongoing proceedings in appropriate circumstances? If so, what are those circumstances?

A third party can be joined into ongoing proceedings by the decision of the court on the side of either the defendant or the claimant, if the court's judgment might have an effect on their rights or obligations.

A third party with independent claims can also join the ongoing proceedings and has all the rights of the claimant. Third parties may join ongoing proceedings before the closing arguments.

5.2 Does your civil justice system allow for the consolidation of two sets of proceedings in appropriate circumstances? If so, what are those circumstances?

The court has the right to consolidate two or more sets of proceedings. If the court finds that there are several ongoing proceedings involving the same parties, or several cases are brought by the same claimant to several defendants, etc., the court can decide to consolidate the proceedings into one case.

5.3 Do you have split trials/bifurcation of proceedings?

If deemed necessary, the court handling the claim may divide the individual requests for relief into separate cases.

6 Duties & Powers of the Courts

6.1 Is there any particular case allocation system before the civil courts in your jurisdiction? How are cases allocated?

Generally, cases are allocated among the civil courts on the basis of jurisdiction rules, such as the amount in dispute and geographical territory. In some instances, courts may locally allocate cases according to their case load and work planning. In rare instances, courts may allocate cases to other courts and cooperate in this manner if they judge that the case will be decided more effectively by another court.

The law clearly states that there can be no disputes among courts regarding case allocation.

6.2 Do the courts in your jurisdiction have any particular case management powers? What interim applications can the parties make? What are the cost consequences?

Some case management issues are dealt with by the courts at preliminary hearings; generally, however, the judge leads the procedure, and the court thus has all the necessary tools to manage the case.

The parties can make many interim applications, such as to extend the submission deadlines, order document production, etc.

The parties' applications usually do not have an impact on the court costs as stamp duty is pre-determined by the amount of the claim. However, if an expert appointment is requested, the losing party must bear such expenses.

6.3 In what circumstances (if any) do the civil courts in your jurisdiction allow hearings or trials to be conducted fully or partially remotely by telephone or video conferencing, and what protocols apply? For example, does the court – and/or may parties – record and/or live-stream the hearings and may transcriptions be taken? May participants attend hearings remotely when they are physically located outside of the jurisdiction? Are electronic or hard-copy bundles used for remote hearings?

Before COVID-19, online hearings were primarily used in criminal cases. However, the Code of Civil Procedure allows online participation via video conferencing. During the COVID-19-related restrictions, this practice expanded significantly: civil courts began using Zoom Meetings software for remote hearings; and the National Courts Administration issued recommendations for organising online hearings. As a general rule, if no party objects, a hearing may be conducted online.

All hearings are audio-recorded and parties have access to such records. Courts usually do not make video-recordings, although parties are allowed to do so with the permission of the court.

Participants and the press can attend hearings remotely by asking the court in advance.

6.4 What sanctions are the courts in your jurisdiction empowered to impose on a party that disobeys the court's orders or directions?

The court is able to issue a warning, expel a party from the courtroom, and/or impose a fine and detention.

6.5 Do the courts in your jurisdiction have the power to strike out part of a statement of case or dismiss a case entirely? If so, at what stage and in what circumstances?

Courts may strike out (i.e., dismiss without ruling on the merits of the dispute) part of a statement of claim or dismiss an entire case. Partial dismissal typically occurs when the claimant has submitted multiple individual claims. Common grounds for striking out include lack of jurisdiction, waiver of the claim, the existence of a *res judicata* judgment, or an arbitration agreement. Courts may also dismiss the entire case on similar grounds.

6.6 Can the civil courts in your jurisdiction enter summary judgment?

Generally, the Code of Civil Procedure does not provide for summary judgments as such. One kind of exception is the simplified procedure of court decree that can be initiated by the claimant in plain debt collection cases.

Another exception relates to small value pecuniary claim cases, where the reasons of the court's judgment can be provided in summary.

6.7 Do the courts in your jurisdiction have any powers to discontinue or stay the proceedings? If so, in what circumstances?

The Code of Civil Procedure allows courts to terminate proceedings with prejudice if:

1. the case is not subject to examination by the court in the civil procedure;
2. the claimant did not comply with the pre-trial settlement procedure established by law, and it is no longer possible to commence this procedure;
3. there is an effective court judgment between the same parties, on the same subject matter, and on the same grounds;
4. the claimant has waived its claim with prejudice;
5. the parties have entered into a settlement agreement;
6. there is an effective arbitration award between the same parties, on the same subject matter, and on the same grounds;
7. upon the death of a natural person, where succession is precluded; and
8. upon the liquidation of a legal person, where succession is precluded.

The Code of Civil Procedure allows courts to terminate proceedings without prejudice if:

1. the claimant did not comply with the pre-trial settlement procedure established by law, and it is still possible to commence this procedure;
2. the statement of claim was brought by a natural person who is incapacitated;
3. the statement of claim was brought by a person who had no power of attorney to bring it on behalf of the claimant;
4. there is a pending court case between the same parties, on the same subject matter, and on the same grounds;
5. the claimant, being duly served, failed to appear at a hearing, and the respondent did not request a judgment *in absentia*;
6. both the claimant and the respondent failed to appear at a hearing and had not asked for the case to be examined in their absence;

- 7. the claimant did not pay the stamp duty;
- 8. several requests for relief were submitted, but the stamp duty was paid only for part of them;
- 9. the parties have concluded an arbitration agreement;
- 10. the claimant withdrew its claim without prejudice; and
- 11. the statement of claim does not meet the formal requirements set for such statements.

The Code of Civil Procedure also allows courts to stay proceedings when circumstances cause significant interference in the case, such circumstances are not determined by the parties or the court, and the term at which such circumstances may cease to exist is not foreseeable. This can involve situations where succession is possible after a party dies, where the court must wait for a judgment in another related case, etc.

7 Disclosure

7.1 What are the basic rules of disclosure in civil proceedings in your jurisdiction? Is it possible to obtain disclosure pre-action? Are there any classes of documents that do not require disclosure? Are there any special rules concerning the disclosure of electronic documents or acceptable practices for conducting e-disclosure, such as predictive coding?

Lithuanian law does not recognise the principle of disclosure. Instead, it applies the principle of party presentation, which requires each party in a case to substantiate its position by providing evidence. A court may order the production of documents if a party does not have access to certain evidence.

7.2 What are the rules on privilege in civil proceedings in your jurisdiction?

The rules on privilege are not expressly set out in civil procedure, but are rather based on general principles. Attorneys are subject to confidentiality rules and correspondence with the client is protected by attorney-client privilege.

7.3 What are the rules in your jurisdiction with respect to disclosure by third parties?

The court may order third parties to produce documents.

7.4 What is the court’s role in disclosure in civil proceedings in your jurisdiction?

Generally, each party must produce evidence that it considers relevant. If a party does not have access to certain evidence, the court may order document production.

7.5 Are there any restrictions on the use of documents obtained by disclosure in your jurisdiction?

There are no such restrictions.

8 Evidence

8.1 What are the basic rules of evidence in your jurisdiction?

The basic rule of evidence is that every party shall prove the facts upon which it relies, with admissible kinds of evidence.

8.2 What types of evidence are admissible, and which ones are not? What about expert evidence in particular?

Various matters can be submitted as evidence: statements of parties or third persons; witness testimonies; written evidence; inspection protocols; expert reports; and photographs, etc. This list is not exhaustive.

Expert evidence is admitted, but it has no prejudice in court.

8.3 Are there any particular rules regarding the calling of witnesses of fact, and the making of witness statements or depositions?

A party requesting to summon a witness must indicate the name and surname, place of residence or place of work of a witness, as well as the relevant circumstances to which the witness may testify.

Each witness shall be summoned to the courtroom and examined individually. Unexamined witnesses shall not stay in the courtroom during the hearing. First, a witness must state everything that he/she considers relevant. The party that summoned the witness then examines the witness, and the witness may be cross-examined by a counterparty.

8.4 Are there any particular rules regarding instructing expert witnesses, preparing expert reports and giving expert evidence in court? Are there any particular rules regarding concurrent expert evidence? Does the expert owe his/her duties to the client or to the court?

Civil procedure recognises only court-appointed experts. Party-appointed experts do not exist in civil procedure; however, their reports and testimony are generally admitted as evidence and evaluated according to the court’s general principles.

For court-appointed experts, all parties may submit questions during the appointment process, but the court determines the final set of questions. The expert must provide a written report that includes a detailed description of the study, conclusions, and reasoned answers to the questions. An expert participating in a court hearing is required to take an oath.

If an expert report is unclear or incomplete, the court may appoint an additional expert. If doubts arise about the reliability of the expert report or if reports from multiple experts conflict, the court may appoint new experts.

Court-appointed experts must remain impartial and owe their duties to the court. Their reports are not binding and are assessed at the judge’s discretion.

The preparation of party-appointed expert reports, while regulated by law, is subject to a contractual agreement between the expert and the party.

9 Judgments & Orders

9.1 What different types of judgments and orders are the civil courts in your jurisdiction empowered to issue and in what circumstances?

Generally, the court decides the case by issuing a *judgment* on the merits. With respect to decisions on certain matters whereby the case is not decided on the merits, the courts issue *orders*. These primarily relate to the matters of procedure, interim measures, etc. Certain procedural matters can be decided by

the court *resolution*, which is a script comprising a few words (handwritten or electronic). Debt collection cases under the simplified procedure result in the court issuing a *decree*.

There is a certain inconsistency in the terminology of Lithuanian civil procedure. The appellate instance court decisions with respect to the lower court judgments on the merits are also named *orders* (e.g., order for amendment), except where the appellate court decides to annul the lower court judgment and issue a new *judgment*. The Supreme Court (Cassation) regularly decides cassation appeals by issuing *orders*, whereas decisions of the so-called “plenary sessions” (full Supreme Court judiciary chamber) seized for extremely complex cases are taken by issuing *rulings*.

9.2 Are the civil courts in your jurisdiction empowered to issue binding declarations as to (i) parties’ contractual or other civil law rights or obligations, (ii) the proper interpretation of wording in contracts, statutes or other documents, (iii) the existence of facts, or (iv) a principle of law? If so, when may such relief be sought and what factors are relevant to whether such relief is granted? In particular, may such relief be granted where the party seeking the declaration has no subsisting cause of action, and/or no party has suffered loss, and/or there has been no breach of contract/duty?

There is some uncertainty in Lithuanian law as there is a very thin line between declaratory judgments and the so-called “judgments for recognition”. With respect to the items listed in the question, the civil courts generally would not permit applications or claims where a party seeks to obtain a court declaration. The claimant must seek for a substantive legal effect, i.e., upon satisfaction of the claim, the scope of the rights or obligations of the claimant must change. The case law states that court declarations usually do not *per se* cause substantive legal consequences and, therefore, cannot be an independent subject of the proceedings. A certain exception to these rules is the so-called “special procedure” under which it is possible to obtain a court declaration with respect to facts having legal implication, where there is no dispute or opposing parties.

9.3 What powers do your local courts have to make rulings on damages/interests/costs of the litigation?

Local courts have all powers, although not exceeding the relief sought by the parties, to award damages and interest, including procedural interest from the date the claim is filed until the full payment of the amounts awarded, as well as litigation costs. The courts have wide discretion to reduce these amounts. Excessive contractual default interest is often found to be contrary to public policy. Litigation costs are based on the “costs follow the event” principle. The courts usually take into account the recommendation issued by the Ministry of Justice regarding legal fees, which often results in the incomplete recovery of litigation costs.

9.4 How can a domestic/foreign judgment be recognised and enforced?

With respect to domestic judgments, at the request of a party the court should issue an execution writ, which is a document enforceable by a bailiff.

Enforceable foreign judgments must be recognised by the Court of Appeal. EU Member States’ court judgments

are recognised and enforced on the basis of the Brussels I bis and Brussels II (recast) EU Regulations, whereas Icelandic, Norwegian and Swiss judgments are recognised and enforced on the basis of the Lugano Convention. Judgments of other countries are recognised and enforced on the basis of bilateral legal aid treaties.

9.5 What are the rules of appeal against a judgment of a civil court of your jurisdiction?

A judgment of the court of first instance enters into force within 30 days of the date it is issued. Appeals against such judgments must be filed within this period of time. If an appeal is filed, the judgment does not enter into force. The order or judgment of the court of appellate instance enters into force immediately. This notwithstanding, a so-called *cassation* – review of the effective appellate court judgment or order – by the Supreme Court is possible. An application for cassation review must be filed within three months of the date of the appellate court judgment or order. The review can be undertaken at the discretion of the Supreme Court on limited grounds, primarily relating to the matters of law and the need to constitute the authority on a particular legal question.

10 Settlement

10.1 Are there any formal mechanisms in your jurisdiction by which parties are encouraged to settle claims or which facilitate the settlement process?

Before starting the hearing on the merits, the courts must always ask parties if they wish to settle, and are generally obliged to encourage and facilitate a settlement. Under article 80(8) of the Code of Civil Procedure, the amount of stamp duty is reduced by 25 per cent if the parties attempted to mediate the dispute.

11 Alternative Dispute Resolution

11.1 What methods of alternative dispute resolution are available and frequently used in your jurisdiction? Arbitration/Mediation/Expert Determination/Tribunals (or other specialist courts)/Ombudsman? (Please provide a brief overview of each available method.)

The most frequently used methods of alternative dispute resolution are arbitration and mediation. In some family disputes, mediation is mandatory.

11.2 What are the laws or rules governing the different methods of alternative dispute resolution?

Arbitration proceedings and other matters are governed by the 2012 Law on Commercial Arbitration, which is based on UNCITRAL Model Law. Mediation is governed by the 2015 Law on Mediation.

11.3 Are there any areas of law in your jurisdiction that cannot use Arbitration/Mediation/Expert Determination/Tribunals/Ombudsman as a means of alternative dispute resolution?

Arbitration cannot be used in family, labour or consumer

disputes. With respect to labour disputes, an exception may be made if the arbitration agreement was entered into after the dispute arose. Arbitration cannot decide patent, trademark and design registration matters, disputes relating to contract prices determined through public procurement procedures, and administrative and constitutional cases.

11.4 Can local courts provide any assistance to parties that wish to invoke the available methods of alternative dispute resolution? For example, will a court – pre or post the constitution of an arbitral tribunal – issue interim or provisional measures of protection (i.e. holding orders pending the final outcome) in support of arbitration proceedings, force parties to arbitrate when they have so agreed, or order parties to mediate or seek expert determination? Is there anything that is particular to your jurisdiction in this context?

If there is an effective arbitration agreement with respect to the dispute, the courts would normally refuse to hear the case and decline their jurisdiction in favour of the arbitral tribunal if either of the parties files a claim to the court. Similarly, the court should appoint an arbitrator in an *ad hoc* arbitration if the party fails to do so whenever bound by an arbitration agreement. The court will also order mediation in cases when it is mandatory to do so under law.

11.5 How binding are the available methods of alternative dispute resolution in nature? For example, are there any rights of appeal from arbitration awards and expert determination decisions, are there any sanctions for refusing to mediate, and do settlement agreements reached at mediation need to be sanctioned by the court? Is there anything that is particular to your jurisdiction in this context?

The court may decline jurisdiction if the parties have failed to follow the agreed pre-trial dispute resolution procedure (e.g., negotiation, mediation, etc.). Appeals against arbitral awards on the merits are not permitted. Arbitral awards may only be set aside on the grounds specified in the UNCITRAL Model Law.

11.6 What are the major alternative dispute resolution institutions in your jurisdiction?

The Vilnius Court of Commercial Arbitration is the primary, and probably the only, fully operational arbitration institution in Lithuania.



Gediminas Dominas has a wide-ranging track record in contentious as well as transactional work. He is one of the most recognised arbitration lawyers in Lithuania. His experience includes numerous domestic, international and investment arbitration cases, with the amounts in dispute ranging up to hundreds of millions of euros. Gediminas has been involved in arbitration cases under VCCA (Vilnius), UNCITRAL, ICC, SCC, LCIA rules as well as ICSID cases. He often acts as an arbitrator under VCCA and ICC rules. Gediminas' strength is the ability to cope with complicated legal issues and disputes. For over 30 years, Gediminas has worked on various eminent M&A transactions (such as banks, refineries, chemical factories, mobile telephony operators, ferry lines, pharma manufacturers, agrochemical companies, etc.), real estate and financial deals.

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Tomas Balčiūnas has over a decade of experience in commercial arbitration and litigation. During this time, he has advised and represented clients on a wide range of matters, with a primary focus on cases involving shareholder and corporate disputes, infrastructure and construction disputes, compensation of damages, and contract performance. Tomas holds LL.M. degrees in Commercial Law from Vilnius University and in Law and Economics from a university in the Netherlands, making him a versatile lawyer with a broad background. His diverse expertise enables him to adapt his skills to a wide variety of disputes.

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WALLESS is a modern Baltic law firm with a wall-less attitude. Clients are the firm's driving force and motivation. The firm unites forces behind each case to achieve the highest possible result for clients. WALLESS places transparency at the forefront of its interactions, where professionalism and high standards are the firm's main values, and no hidden catch exists. By implementing lean working processes and low leverage, the firm is able to give clients direct access to its highly experienced team, while its decision-making process remains smooth and personalised. The firm's cohesive team does not see walls or boundaries, and it is driven by the philosophy that client goals are like its own and the firm will always reach them, irrespective of the challenges they pose.

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