

Swedish Arbitration Act

Updated August 2026

(The Swedish Code of Statutes (SFS) 1999:116, updated as per SFS 2018:1954)

The Swedish Arbitration Act SFS 1999:116 in its original wording has been translated by the Swedish Ministry of Justice (Ds 1999:22). The translation has been revised and updated by the SCC Arbitration Institute.

The Arbitration Agreement

Section 1

Disputes concerning matters in respect of which the parties may reach a settlement may, by agreement, be referred to one or several arbitrators for resolution. Such an agreement may pertain to future disputes concerning a legal relationship specified in the agreement. The dispute may concern the existence of a particular fact.

In addition to interpreting agreements, the parties may allow the arbitrators to fill gaps in contracts.

Arbitrators may rule on the civil law effects of competition law as between the parties.

Section 2

Arbitrators may rule on their own jurisdiction to decide the dispute.

If the arbitrators have rendered a decision finding that they have jurisdiction to adjudicate the dispute, any party disagreeing with the decision may request the Court of Appeal to review it. Such an action shall be brought within thirty days from the date the party was notified of the decision. The arbitrators may continue the arbitration pending the court's determination.

Sections 34 and 36 apply to an action against an award that includes a ruling on jurisdiction. SFS (2018:1954).

Section 3

If the validity of an arbitration agreement which forms part of another agreement must be determined in conjunction with a determination of the jurisdiction of the arbitrators, the arbitration agreement shall be deemed to constitute a separate agreement.

Section 4

A court may not, over an objection of a party, rule on an issue which, pursuant to an arbitration agreement, shall be decided by arbitrators.

A party must invoke an arbitration agreement on the first occasion it pleads its case on the merits in court. Invoking an arbitration agreement on a later occasion shall have no effect unless the party had a legal excuse and invoked the arbitration agreement as soon as the excuse ceased to exist. The invocation of an arbitration agreement shall be considered notwithstanding that the party who invoked the agreement has allowed an issue covered by the arbitration agreement to be determined by the Swedish Enforcement Authority in a case concerning expedited collection procedures.

During the pendency of a dispute before arbitrators, or prior thereto, a court may, irrespective of the arbitration agreement, issue such decisions in respect of security measures as it has jurisdiction to issue. SFS (2006:730).

Section 4a

A court may not, over the objection of a party, adjudicate an action concerning the arbitrators' jurisdiction in a specific arbitration in any manner other than as provided in Section 2, if the action was initiated after the commencement of the arbitration.

The first paragraph shall not apply to a dispute between a consumer and a business entity, if the consumer contends that an arbitration agreement is invoked against him or her contrary to Section 6. SFS (2018:1954).

Section 5

A party shall forfeit its right to invoke the arbitration agreement as a bar to court proceedings if the party:

1. has opposed a request for arbitration;
2. fails to appoint an arbitrator in due time; or
3. fails, within due time, to provide its share of the requested security for compensation to the arbitrators.

Section 6

If a dispute between a business entity and a consumer concerns goods, services, or any other products supplied primarily for private use, an arbitration agreement may not be relied upon if it was entered into prior to the dispute. However, such agreements shall apply with respect to rental or lease relationships where, through the agreement, a regional rent tribunal or a regional tenancies tribunal is appointed as an arbitral tribunal and the provisions of Chapter 8, Section 28 or Chapter 12, Section 66 of the Land Code do not prescribe otherwise.

The first paragraph shall not apply if the dispute concerns an agreement between an insurer and a policyholder concerning insurance based on a collective agreement or based on a group agreement and administered by a representative of the group. Nor shall the first paragraph apply where Sweden's international obligations provide otherwise.

The Arbitrators

Section 7

Any person who possesses full legal capacity in regard to his or her actions and property may act as an arbitrator.

Section 8

An arbitrator shall be impartial and independent.

Upon request by a party, an arbitrator shall be released from appointment if there exists any circumstance that may diminish confidence in the arbitrator's impartiality or independence. Such a circumstance shall always be deemed to exist:

1. if the arbitrator or a person closely associated with the arbitrator is a party, or otherwise may expect noteworthy benefit or detriment from the outcome of the dispute;
2. if the arbitrator, or a person closely associated with the arbitrator, is a board member of a company or other association which is a party, or otherwise represents a party or other person who may expect noteworthy benefit or detriment from the outcome of the dispute;
3. if the arbitrator, in the capacity of an expert or otherwise, has taken a position in the dispute, or has assisted a party in preparing or conducting their case in the dispute; or
4. if the arbitrator has received or demanded compensation in violation of Section 39, second paragraph. SFS (2018:1954).

Section 9

A person who is asked to accept an appointment as an arbitrator shall immediately disclose all circumstances which, pursuant to Sections 7 or 8, might be deemed to prevent them from serving as an arbitrator. An arbitrator shall inform the parties and the other arbitrators of such circumstances as soon as all arbitrators have been appointed and, thereafter, throughout the arbitral proceedings as soon as the arbitrator becomes aware of any new circumstance.

Section 10

A challenge of an arbitrator on account of a circumstance set forth in Section 8 shall be presented within fifteen days from the date on which the party became aware of both the appointment of the arbitrator and the existence of the circumstance. The challenge shall be adjudicated by the arbitrators, unless the parties have decided that it shall be determined by another party.

If the challenge is successful, the decision shall not be subject to appeal.

A party dissatisfied with a decision rejecting a challenge or dismissing it as untimely may apply to the District Court to have the arbitrator released from appointment. The application must be submitted within thirty days from the date on which the party was notified of the decision. The arbitrators may continue the arbitral proceedings pending the determination of the District Court.

Section 11

The parties may agree that a challenge as referred to in Section 10, first paragraph, shall be conclusively determined by an arbitration institution.

Section 12

The parties may agree on the number of arbitrators and the manner in which they shall be appointed.

Sections 13–16 shall apply unless the parties have agreed otherwise.

If the parties have so agreed, and any of the parties so requests, the District Court shall appoint arbitrators also in situations other than those stated in Sections 14–17.

Section 13

There shall be three arbitrators. Each party appoints one arbitrator, and the arbitrators so appointed appoint the third.

Section 14

If each party is required to appoint an arbitrator and one party has notified the opposing party of its choice of arbitrator in a request for arbitration pursuant to Section 19, the opposing party must, within thirty days of receipt of the notice, notify the first party in writing of its choice of arbitrator. A party who has notified the opposing party of its choice of arbitrator in this manner may not revoke the choice without the consent of the opposing party.

If the opposing party fails to appoint an arbitrator within the specified time, the District Court shall appoint an arbitrator upon the request of the first party.

If arbitration has been requested against several parties and these parties are unable to jointly appoint an arbitrator, the District Court shall, upon the request of an opposing party within the time specified in the first paragraph, appoint arbitrators on behalf of all parties and simultaneously release any arbitrator already appointed. SFS (2018:1954).

Section 15

If an arbitrator shall be appointed by other arbitrators, but they fail to do so within thirty days from the date on which the last arbitrator was appointed, the District Court shall appoint the arbitrator upon the request of a party.

If an arbitrator shall be appointed by someone other than a party or the arbitrators, but this is not done within thirty days from the date on which the party requesting the appointment has asked the person responsible for the appointment to make it, the District Court shall, upon the application of a party, appoint the arbitrator.

The same shall apply if an arbitrator shall be appointed jointly by the parties, but they fail to agree within thirty days from the date on which the question was raised through receipt by one party of notice from the opposing party.

Section 16

If an arbitrator resigns or is released due to circumstances which were known at the time of appointment, the District Court shall, upon the request of a party, appoint a new arbitrator. If the arbitrator was appointed by a party, the District Court shall appoint the person suggested by that party, unless there are special reasons against it.

If an arbitrator is unable to perform the assignment due to circumstances arising after their appointment, the person originally responsible for the appointment shall appoint a new arbitrator. Section 14, first and second paragraphs, and Section 15 shall apply to such an appointment. The thirty-day time limit for appointing a new arbitrator also applies to the party who requested the arbitration and is calculated for all parties from the date on which the person responsible for the appointment became aware thereof. SFS (2018:1954).

Section 17

If an arbitrator has delayed the proceedings, the District Court shall, upon the request of a party, release the arbitrator and appoint another arbitrator. The parties may agree that such a request shall instead be conclusively determined by an arbitration institution.

Section 18

If a party has requested that the District Court appoint an arbitrator pursuant to Section 12, third paragraph, or Sections 14–17, the Court may reject the request only if it is obvious that the arbitration is not legally permissible.

The Proceedings

Section 19

Unless otherwise agreed by the parties, the arbitral proceedings are initiated when a party receives a request for arbitration in accordance with the second paragraph hereof.

A request for arbitration must be in writing and include:

1. an express and unconditional request for arbitration;
2. a statement of the issue covered by the arbitration agreement and to be resolved by the arbitrators; and
3. a statement of the party's choice of arbitrator, if the party is required to appoint an arbitrator.

Section 20

If there is more than one arbitrator, one of them shall be appointed as chairman. Unless the parties or the arbitrators have decided otherwise, the chairman shall be the arbitrator appointed by the other arbitrators or by the District Court.

Section 21

The arbitrators shall handle the dispute in a manner that is impartial, fit-for-purpose and quick. They shall act in accordance with the agreement of the parties, unless they are prevented from doing so.

Section 22

The parties determine the location in Sweden that will serve as the seat of arbitration. If the parties have not done so, the arbitrators shall determine the seat of arbitration.

The arbitrators may hold hearings and other meetings elsewhere in Sweden or abroad, unless otherwise agreed by the parties. SFS (2018:1954).

Section 23

Within the period of time determined by the arbitrators, the claimant shall state its requests for relief in respect of the issue stated in the request for arbitration, as well as the circumstances invoked by the claimant in support thereof. Thereafter, within the period of time determined by the arbitrators, the respondent shall state its position regarding the requests for relief and the circumstances invoked by the respondent in support thereof.

The claimant may submit new requests for relief, and the respondent may submit its own requests for relief, provided that they fall within the scope of the arbitration agreement and, considering the time at which they are submitted or other circumstances, the arbitrators do not deem it inappropriate to adjudicate them. Subject to the same conditions, during the proceedings, each party may amend or supplement previously presented requests for relief and invoke new circumstances in support of its case.

The first and second paragraphs shall not apply if the parties have agreed otherwise.

Section 23a

An arbitration may be consolidated with another arbitration if the parties agree to such consolidation, if it benefits the administration of the arbitration, and if the same arbitrators have been appointed in both cases. The arbitrations may be separated if there are reasons for doing so. SFS (2018:1954).

Section 24

The arbitrators shall afford the parties, to the extent necessary, an opportunity to present their respective cases in writing or orally. If a party so requests, and unless the parties have agreed otherwise, an oral hearing shall be held before the determination of an issue referred to the arbitrators for resolution.

A party shall be given the opportunity to review all documents and other materials pertaining to the dispute, that are submitted to the arbitrators by the opposing party or another person.

If a party, without valid cause, fails to appear at a hearing or otherwise fails to comply with an order of the arbitrators, such failure shall not prevent the continuation of the proceedings and the resolution of the dispute on the basis of the existing materials.

Section 25

The parties are responsible for providing the evidence. However, the arbitrators may appoint experts, unless both parties object.

The arbitrators may refuse to admit evidence if it is manifestly irrelevant to the dispute or if such refusal is justified having regard to the time at which the evidence is invoked.

The arbitrators may not administer oaths or affirmations of truth. Nor may they impose conditional fines or otherwise use compulsory measures to obtain requested evidence.

Unless the parties have agreed otherwise, the arbitrators may, at the request of a party, order the opposing party to undertake a certain interim measure during the proceedings to secure the claim being adjudicated by the arbitrators. The arbitrators may require the party requesting the interim measure to provide reasonable security for any damage that may be incurred by the opposing party as a result of the interim measure.

Section 26

If a party wishes for a witness or an expert to testify under oath, or a party to be examined under truth affirmation, the party may, with the consent of the arbitrators, submit an application to such effect to the District Court. The aforementioned shall apply if a party wishes for another party or person to be ordered to produce as evidence a document or an object. If the arbitrators consider that the measure is justified having regard to the evidence in the case, they shall approve the request. If the measure may lawfully be taken, the District Court shall grant the application.

The provisions of the Code of Judicial Procedure shall apply to a measure referred to in the first paragraph. The arbitrators shall be summoned to hear the testimony of a witness, an expert, or a party, and be afforded the opportunity to ask questions. The absence of an arbitrator from the testimony shall not prevent the hearing from proceeding.

The Award

Section 27

The issues referred to the arbitrators shall be decided in an award. If the arbitrators terminate the arbitral proceedings without deciding such issues, this shall also be done through an award, except in cases referred to in the third paragraph.

If the parties enter into a settlement agreement, the arbitrators may, at the request of the parties, confirm the settlement in an award.

Other determinations, which are not included in an award, are called decisions. Also a determination to write off an arbitration is called a decision. However, the provisions of this Act concerning arbitral awards shall apply to such decisions where applicable.

The assignment of the arbitrators shall be deemed complete when they have delivered a final award, unless otherwise provided in Sections 32 or 35. SFS (2018:1954).

Section 27a

The dispute shall be resolved in accordance with the law or rules agreed upon by the parties. Unless otherwise follows from the agreement of the parties, a reference to the application of the law of a certain country shall be deemed to refer to the substantive law of that country and not to its choice of law rules.

If the parties have not reached an agreement in accordance with the first paragraph, the arbitrators shall determine the applicable law.

The arbitrators may base the award on ex aequo et bono considerations only if the parties have so decided. SFS (2018:1954).

Section 28

If a party withdraws a request for relief, the arbitrators shall write off that part of the dispute, unless the opposing party requests that the arbitrators rule on the request for relief.

Section 29

A part of the dispute, or a certain issue of significance to the resolution of the dispute, may be decided through a separate award, unless both parties oppose it. However, a claim invoked by way of set off shall be adjudicated in the same award as the main claim.

If a party has admitted a request for relief, in whole or in part, a separate award may be rendered in respect of what has been admitted.

Section 30

If an arbitrator, without valid cause, fails to participate in the determination of an issue by the arbitral tribunal, such failure will not prevent the other arbitrators from ruling on the matter.

Unless the parties have decided otherwise, the opinion agreed upon by the majority of the arbitrators participating in the determination shall prevail. If no majority is attained for any opinion, the opinion of the chairman shall prevail.

Section 31

An award shall be made in writing and be signed by the arbitrators. It suffices that the award is signed by a majority of the arbitrators, provided that the reason why all of the arbitrators have not signed the award is stated therein. The parties may decide that the chairman of the arbitral tribunal alone shall sign the award.

The award shall state the seat of the arbitration and the date when the award is made.

The award shall be delivered or sent to the parties immediately. SFS (2018:1954).

Section 32

If the arbitrators find that an award contains any obvious inaccuracy as a consequence of a typographical, computational, or other similar mistake by the arbitrators or any other person, or if the arbitrators by oversight have failed to decide an issue which should have been addressed in the award, they may, within thirty days of the date of rendering the award, decide to correct or supplement the award. They may also correct or supplement an award, or interpret the operative part of an award, if any of the parties so requests within thirty days of notification of the award to that party.

If, upon request by any of the parties, the arbitrators decide to correct an award or interpret the operative part of an award, such measure shall take place within thirty days from the date of receipt by the arbitrators of the party's request. If the arbitrators decide to supplement the award, such measure shall take place within sixty days.

Before any decision is made pursuant to this Section, the parties should be afforded an opportunity to express their views regarding the measure.

Invalidity of Awards and Setting Aside Awards

Section 33

An award is invalid:

1. if it includes the determination of an issue which, in accordance with Swedish law, may not be decided by arbitrators;
2. if the award, or the manner in which it was made, is manifestly incompatible with the fundamental principles of the Swedish legal system; or
3. if the award does not fulfil the requirements regarding the written form and signature in accordance with Section 31, first paragraph.

The invalidity may apply to a specific part of the award.

Section 34

An award that may not be challenged under Section 36 shall, upon application, be wholly or partially set aside at the request of a party:

1. if it is not covered by a valid arbitration agreement between the parties;
2. if the arbitrators made the award after the expiration of the time limit agreed by the parties;
3. if the arbitrators exceeded their mandate in a manner that is likely to have affected the outcome;
4. if the arbitration, according to Section 47, should not have taken place in Sweden;
5. if an arbitrator was appointed contrary to the agreement of the parties or this Act;
6. if an arbitrator was unauthorized to adjudicate the dispute due to any circumstance set forth in Sections 7 or 8; or
7. if, without fault of the challenging party, a procedural error has otherwise arisen that is likely to have affected the outcome.

A party is not entitled to rely upon a circumstance which, through participation in the proceedings without objection, or in any other manner, the party may be deemed to have waived. A party shall not be regarded as having accepted the arbitrators' jurisdiction to determine the issue referred to arbitration solely by having appointed an arbitrator. It follows from Sections 10 and 11 that a party may lose the right under first paragraph, sub-section 6, to rely upon a circumstance set forth in Section 8.

An action must be brought within two months from the date upon which the party was notified of the award or, if correction, supplementation, or interpretation has taken place pursuant to Section 32, within two months from the date when the party was notified of the award in its final wording. Following the expiration of the time limit, a party may not invoke a new set-aside ground in support of its claim. SFS (2018:1954).

Section 35

A court may stay proceedings concerning the invalidity or setting aside of an award for a certain period of time in order to provide the arbitrators with an opportunity to resume the arbitral proceedings or take other measures which, in the opinion of the arbitrators, will eliminate the ground for invalidity or setting aside:

1. if the court has found that the claim in the case shall be granted and either party requests a stay; or
2. if both parties request a stay.

If the arbitrators make a new award, a party may, within the period of time determined by the court and without an application for summons, challenge the award insofar as the challenge arises out of the resumed arbitral proceedings or an amendment to the first award. SFS (2000:180).

Section 36

An award whereby the arbitrators concluded the proceedings without ruling on the issues submitted to them for resolution may be amended, in whole or in part, upon the application of a party. An action must be brought within two months from the date upon which the party was notified of the award or, where correction, supplementation, or interpretation has taken place in accordance with Section 32, within two months from the date upon which the party was notified of the award in its final wording. The award shall contain clear instructions on what must be done by a party who wishes to challenge the award.

An action pursuant to the first paragraph that only concerns an issue referred to in Section 42 is permissible if the arbitrators, in the award, have considered themselves to lack jurisdiction to adjudicate the dispute. If the award concerns a different matter, a party who wishes to challenge the award may do so in accordance with the provisions of Section 34. SFS (2018:1954).

Costs of Arbitration

Section 37

The parties shall be jointly and severally liable to pay reasonable compensation to the arbitrators for work and expenses. However, if the arbitrators have stated in the award that they lack jurisdiction to determine the dispute, the party that did not request arbitration shall be liable to make payment only insofar as required due to special circumstances.

In a final award, the arbitrators may order the parties to pay compensation to them, together with interest from the date occurring one month after the date on which the award was rendered. The compensation shall be stated separately for each arbitrator.

Section 38

The arbitrators may request security for their compensation. They may fix separate security for individual requests for relief. If a party fails to provide its share of the requested security within the period specified by the arbitrators, the opposing party may provide the entire security. If the requested security is not provided, the arbitrators may terminate the proceedings, in whole or in part.

During the proceedings, the arbitrators may decide to realize the security in order to cover expenses. Following the determination of the arbitrators' compensation in a final award, and once the award in that respect has become enforceable, the arbitrators may realize their payment from the security if the parties fail to fulfil their payment obligations in accordance with the award. The right to security also includes proceeds from the property.

Section 39

The provisions of Sections 37 and 38 shall apply unless otherwise jointly decided by the parties in a manner that is binding upon the arbitrators.

An agreement regarding compensation to the arbitrators that is not jointly entered into by the parties is void. However, if one of the parties has provided the entire security, that party may unilaterally consent to the realisation of the security by the arbitrators in order to cover the compensation for the work performed.

Section 40

The arbitrators may not withhold the award pending the payment of compensation.

Section 41

A party or an arbitrator may file an application to the District Court to amend the award as regards the compensation to the arbitrators. Such an application must be filed within two months from the date the party was notified of the award, and for an arbitrator, within the same period from the rendering of the award. If correction, supplementation, or interpretation has taken place in accordance with Section 32, the application must be filed by a party within two months from the date the party was notified of the award in its final wording, and for an arbitrator, within the same period from the date the award was rendered in its final wording. The award shall contain clear instructions as to what must be done by a party who wants to challenge the award in this respect. The application shall be administered in accordance with the Court Matters Act (1996:242).

A decision reducing the compensation to an arbitrator shall also apply to the party who did not bring the action. SFS (2018:1954).

Section 42

Unless otherwise agreed by the parties, the arbitrators may, upon the request of a party, order the opposing party to pay compensation for the party's costs and determine the final allocation of the compensation to the arbitrators between the parties. The arbitrators' order may also include interest, if requested by a party.

Forum and Limitation Periods etc.

Section 43

An action pursuant to Sections 2, second paragraph, 33, 34, or 36 shall be heard by the Court of Appeal within whose jurisdiction the arbitration has or had its seat. If the seat of arbitration is not determined or not stated in the award, the action may be brought before the Svea Court of Appeal.

The determination of the Court of Appeal may not be appealed. However, the Court of Appeal may grant leave to appeal its determination if it is of importance as a matter of precedent that the appeal be considered by the Supreme Court. For the Supreme Court to review the Court of Appeal's determination, leave to appeal by the Supreme Court is required. However, this does not apply to the appeal of a decision by which the Court of Appeal has dismissed an appeal of a determination by the Court of Appeal.

An application pursuant to Section 41 shall be considered by the District Court at the seat of arbitration. If the seat of arbitration is not stated in the award, the action may be brought before the Stockholm District Court. SFS (2018:1954).

Section 44

Applications to appoint or release an arbitrator shall be considered by the District Court at the place of domicile of one of the parties or by the District Court at the seat of arbitration. The application may also be considered by the Stockholm District Court. If possible, the opposing party shall be afforded the opportunity to express its opinion on the application before it is granted. If the application concerns the removal of an arbitrator, the arbitrator should also be heard.

Applications concerning the taking of evidence in accordance with Section 26 shall be considered by the District Court determined by the arbitrators. In the absence of such a decision, the application shall be considered by the Stockholm District Court.

If the District Court grants an application to appoint or release an arbitrator, such a decision may not be appealed. Neither may a determination of the District Court in accordance with Section 10, third paragraph, be otherwise appealed. SFS (2018:1954).

Section 45

If, according to law or by agreement, an action by a party must be brought within a certain period, but the action is covered by an arbitration agreement, the party must request arbitration in accordance with Section 19 within the stated period.

If arbitration has been requested in due time but the arbitral proceedings are terminated without the issue submitted to the arbitrators having been determined with *res judicata* effect, (and this is not due to the fault of the party requesting the arbitration), the action shall be deemed to have been initiated in due time if the party requests arbitration or initiates court proceedings within thirty days from notification of the award, or if the award has been set aside or declared invalid, or an action against the award in accordance with Section 36 has been rejected, from the date on which the judgment to that effect became final.

Section 45a

In cases brought under Sections 2, second paragraph, 33, 34 or 36, the Court of Appeal may, upon the request of a party, accept oral evidence in English without interpretation into Swedish.

The first paragraph applies also to proceedings in the Supreme Court. SFS (2018:1954).

International Matters

Section 46

This Act shall apply to arbitral proceedings seated in Sweden, even if the dispute has an international connection. SFS (2018:1954).

Section 47

Arbitral proceedings in accordance with this Act may be commenced in Sweden if the arbitration agreement provides that the arbitration shall have its seat in Sweden, or if the arbitrators or an arbitration institution pursuant to the agreement have determined that the proceedings shall be seated in Sweden, or if the opposing party otherwise consents thereto.

Arbitral proceedings in accordance with this Act may also be commenced in Sweden against a party domiciled in Sweden or otherwise subject to the jurisdiction of the Swedish courts with regard to the matter in dispute, unless the arbitration agreement provides that the proceedings shall be seated abroad.

In other cases, arbitral proceedings in accordance with this Act may not take place in Sweden. SFS (2018:1954).

Section 48

If an arbitration agreement has an international connection, the agreement shall be governed by the law agreed upon by the parties. If the parties have not reached such an agreement, the arbitration agreement shall be governed by the law of the country where, in accordance with the parties' agreement, the arbitration had or shall have its seat.

The first paragraph shall not apply to the issue of whether a party was authorized to enter into an arbitration agreement or was duly represented. SFS (2018:1954).

Section 49

If foreign law is applicable to the arbitration agreement, Section 4 shall apply to issues covered by the agreement, except when:

1. in accordance with the applicable law, the agreement is invalid, inoperative, or incapable of being performed; or
2. in accordance with Swedish law, the dispute may not be determined by arbitrators.

The jurisdiction of a court to issue such decisions regarding security measures as the court is entitled to issue in accordance with law, notwithstanding the arbitration agreement, is set forth in Section 4, third paragraph.

Section 50

The provisions of Sections 26 and 44 regarding the taking of evidence during arbitral proceedings in Sweden shall also apply in arbitral proceedings seated abroad, provided that the proceedings are based on an arbitration agreement and, pursuant to Swedish law, the issues referred to the arbitrators may be resolved through arbitration. SFS (2018:1954).

Section 51

If none of the parties is domiciled or has its place of business in Sweden, such parties may, in a commercial relationship, exclude or limit the application of the grounds for setting aside an award set forth in Section 34 through an express written agreement.

An award which is subject to such an agreement shall be recognized and enforced in Sweden in accordance with the rules applicable to a foreign award.

Recognition and Enforcement of Foreign Awards, etc.

Section 52

An award rendered abroad shall be deemed to be a foreign award.

When applying this Act, an award shall be deemed to have been rendered in the country where the arbitration had its seat. SFS (2018:1954).

Section 53

Unless otherwise stated in Sections 54–60, a foreign award based on an arbitration agreement shall be recognized and enforced in Sweden.

Section 54

A foreign award shall not be recognized and enforced in Sweden if the party against whom the award is invoked proves:

1. that the parties to the arbitration agreement, under applicable law, lacked the capacity to enter into the agreement, were not properly represented, or that the arbitration agreement was not valid under the law to which the parties have subjected it, or, failing any indication thereof, under the law of the country where the award was made;
2. that the party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings, or was otherwise unable to present its case;
3. that the award deals with a dispute not contemplated by, or not falling within, the terms of the submission to arbitration, or contains decisions on matters beyond the scope of the arbitration agreement, provided that, if the decision on a matter within the mandate can be separated from those outside the mandate, the part of the award containing decisions on matters within the mandate may be recognized and enforced;
4. that the composition of the arbitral tribunal, or the arbitral procedure, was not in accordance with the agreement of the parties or, failing such agreement, was not in accordance with the law of the country where the arbitration was seated; or
5. that the award has not yet become binding on the parties, or has been set aside or suspended by a competent authority of the country in which, or under the law of which, the award was made. SFS (2018:1954).

Section 55

Recognition and enforcement of a foreign award shall also be refused if a court finds:

1. that the award contains a determination of an issue which, under Swedish law, may not be decided by arbitrators; or
2. that recognition and enforcement of the award would be manifestly incompatible with the fundamental principles of the Swedish legal system.

Section 56

An application for the enforcement of a foreign award shall be lodged with the Svea Court of Appeal.

The original award or a certified copy of the award must be appended to the application. Unless the Court of Appeal decides otherwise, a certified translation of the entire award into the Swedish language shall also be submitted.

Section 57

An application for enforcement shall not be granted unless the opposing party has been afforded an opportunity to express its opinion upon the application.

Section 58

If the opposing party objects that no arbitration agreement was entered into, the applicant shall submit the arbitration agreement in its original form or as a certified copy and, unless otherwise decided by the Court of Appeal, a certified translation into the Swedish language, or otherwise prove that an arbitration agreement was entered into.

If the opposing party objects that an application has been lodged to set aside the award or that a motion for a stay of execution has been submitted to the competent authority referred to in Section 54, subsection 5, the Court of Appeal may postpone its decision and, at the request of the applicant, order the opposing party to provide reasonable security under penalty of enforcement.

Section 59

If the Court of Appeal grants the application, the award shall be enforced as a final judgment of a Swedish court, unless otherwise determined by the Supreme Court upon appeal of the Court of Appeal's decision.

Section 60

If a security measure has been granted in accordance with Chapter 15 of the Code of Judicial Procedure, in conjunction with the application of Section 7 of the same Chapter, a request for arbitration abroad that may result in an award that is recognized and may be enforced in Sweden shall be equated with the commencement of an action.

If an application for the enforcement of a foreign award has been lodged, the Court of Appeal shall examine any request for a security measure or a request to set aside such a decision.

Transitional Rules

1999:116

1. This Act shall enter into force on 1 April 1999, at which time the Arbitration Act (SFS 1929:145) and the Foreign Arbitration Agreements and Awards Act (SFS 1929:147) shall cease to apply.
2. The previous Act shall apply to arbitral proceedings commenced prior to its entry into force or, with respect to the enforcement of a foreign award, when the application for enforcement was lodged prior to its entry into force.
3. Where an arbitration agreement was concluded prior to the entry into force, the provisions of section 18, second paragraph, section 21, first paragraph, sub-section 1, and section 26, second and third paragraphs of the Arbitration Act (SFS 1929:145) shall apply, with respect to the period within which the award shall be rendered, to proceedings commenced within two years from the date of the entry into force of the new Act.
4. In the circumstances set forth in sub-sections 2 and 3, the parties may agree that only the new Act shall apply.
5. Where statutes or other legislation refer to the Arbitration Act (SFS 1929:145) the new Act shall apply.

2018:1954

1. This Act shall enter into force on 1 March 2019.
2. Older provisions shall continue to apply to arbitral proceedings commenced prior to the entry into force. However, the following new provisions shall apply:
 - (a) the applicable procedure in Section 41 and the possibility to allow for oral evidence in English in Section 45 a in cases and matters initiated in court after the entry into force, and
 - (b) the requirement of leave to appeal in Section 43, second paragraph, for appeals of Court of Appeal determinations rendered after the entry into force.