

## NATIONAL REPORT: GREECE

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January 2015

### A. General

#### 1. What kinds of formal relationships between a couple (e.g. different/same-sex marriage, different/same-sex registered partnership, etc.) are regulated by legislation? Briefly indicate the current legislation.

There is an explicit and detailed provision in Greek law only for marriage (between heterosexual partners), to be found in Art. 1350 et seq., 1372 et seq. and 1386 et seq. of the Greek Civil Code, for engagements, as an option preliminary to marriage, in Art. 1346-1349 of the Greek Civil Code, and for cohabitation between two heterosexual partners on the basis of a formal (notarized) cohabitation pact, as envisaged in the specific legislation (Law 3719/2008).<sup>1</sup> What the legislator describes as a 'free union',<sup>2</sup>

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<sup>1</sup> A. KOTZAMBASSI (ed.), *Cohabitation pact and family law amendments*, Sakkoulas, Athens/Thessaloniki, 2009 [in Greek]; Th. PAPACHRISTOU, N. KOUMOUTZIS and Chr. TSOUCA, *Cohabitation Pact*, Sakkoulas, Athens, 2009 [in Greek]; I SPYRIDAKIS, *The cohabitation pact according to Law 3719/2008*, Ant. Sakkoulas, Athens, 2009 [in Greek]; P. AGALLOPOULOU, 'Greek law 3719/2008 on cohabitation between persons of opposite sex', *International Family Law*, 2009, pp. 85 et seq.; P. AGALLOPOULOU, 'Financial consequences of cohabitation between persons of the opposite sex according to Greek law', in: B. VERSCHRAEGEN (ed.) *Family Finances*, Jan Sramek Verlag, Vienna, 2009, pp. 293-304; E. MOUSTAIRA, 'Matrimonios del mismo sexo: Un estudio comparativo de la realidad jurídica en varios países', in: C. LASARTE (ed.), *Familia, matrimonio y divorcio en los albores del siglo XXI*, UNED and EL DERECHO, Madrid, 2006, pp. 59-69; A.G. KOUTSOURADIS, 'Law 3719/2008: audietur et altera pars et cetera!', *EfAD*, 2009, pp. 56 et seq. [in Greek]; E. VASSILAKAKIS, 'Aspects de droit international privé de couples homosexuels', *RHDI* 2006, pp. 145, 146; Th. PAPACHRISTOS, 'Critical comments on Law 3719/2008', *EfAD*, 2008, pp. 1018 et seq. [in Greek]; E. KOUNOUGERIMANOLEDAKI, 'The new Law 3719/2008: a first assessment', *EfAD*, 2008, pp. 1016 et seq. [in Greek]; C. STAMBELOU, 'Cohabitation pact and equality', *Chronika Idiotikou Dikaiou*, 2009, pp.189 et seq. [in Greek]; G.S.P. KATROUNGALOS, '3+1 views on 'same-sex marriage'', no. 3, manesis.blogspot.com (10 February 2010; in Greek). A. VARKA, 'Cohabitation pact - a contractual form of family', *Elliniki Dikeossini*, 2009, pp. 401 et seq. [in Greek]; T. PAPAZISSI, 'Same-sex marriage: valid, null or inexistent? (opinion)', *Chronika Idiotikou Dikaiou*, 2009, pp. 851 et seq. [in Greek]; V. SOTIROPOULOS, 'The right to marriage: the judicial pursuit of a non-existent prohibition', *Nomiko Vima*, 2009, pp. 2002 et seq., at pp. 2005-2007 [in Greek]; T. VIDALIS, 'Same-sex marriage', manesis.blogspot.com (10 February 2010; in Greek); S. MITAS, 'The (sexual) "lives of others." Right to marriage and sexual freedom', manesis.blogspot.com [in Greek]; L. PAPADOPOULOU, 'Same-sex marriage in light of gender equality', manesis.blogspot.com [in Greek]; L. PAPADOPOULOU, 'Same-sex marriage?', *Dikeomata tou Anthropou*, 2008, pp. 405 et seq. [in Greek]; K. CHRISTODOULOU, 'Cohabitation pact. Issues of substantive and procedural law', *Dikeomata tou Anthropou*, 2009, pp. 346 et seq. [in Greek].

<sup>2</sup> For a discussion on the new forms of family see P. AGALLOPOULOU, 'Les différents types de famille contemporaines selon le droit hellénique', *Revue hellénique de droit international*, 2002, pp. 22 et seq., and P. AGALLOPOULOU, 'Free unions', in: M. STATHOPOULOS, K. BEYS, Ph. DORIS and I. KARAKOSTAS (eds.), *Studies in honour of Apostolos G. Georgiadis*, Athens/Komotini, 2006, at p. 3 and 7 [in Greek]; P. AGALLOPOULOU, 'Modifications du droit de la famille hellénique dues aux changements socio-familiaux', *Revue hellénique de droit international*, 1997, pp. 621 et seq.; E. MOUSTAIRA, 'Grèce: Régimes Matrimoniaux, successions, et libéralités dans les relations internationales et internes',

which also relates to heterosexual couples, but is not given a legal definition anywhere in the Greek Civil Code, is only taken into consideration for the purposes of the imposition of a quasi-penalty, e.g. in Art. 1444(2) of the Greek Civil Code, where, if the divorced spouse is living with another partner in a state of free union, she loses her rights to maintenance, or in the context of assisted reproduction procedures, where the legislator, for the sake of the children to be born, in a way assimilates the partners of a free union to a married couple.<sup>3</sup>

The law on protection in cases of intra-family violence (Law 3500/2006) also protects the members of a family living, as persons of different gender, in a free union, i.e. it protects one partner against the other and the children, whether they are the children of both partners or only one (Art. 1(3)).

In very recent legislation there is also Art. 15 of Law 4272/2014, which, in cases where a woman wishes to donate a fertilized egg to be implanted in another woman, requires that the donor's partner gives his written consent.

**2. To what extent, if at all, are informal relationships between a couple regulated by specific legislative provisions? Where applicable, briefly indicate the current specific legislation. Are there circumstances (e.g. the existence of a marriage or registered partnership with another person, a partner's minority) which disqualify the couple?**

Informal relationships of cohabitation involving persons of the same or different gender, who do not opt to crystallise their relationship in one of the legal forms (engagement, marriage, agreement on cohabitation between heterosexual partners) available in Greek law, are not subject to any particular legal provision. In fact, such a provision does not exist. According to the country's Supreme Court (Areios Pagos), these relationships, which the Court has described as atypical or irregular, are located on the margins of legal life.

Of course the parallel existence (even if inactive) of another formal relationship with a third party, such as a marriage, may be socially acceptable but will have adverse consequences: there will be grounds for divorce or a reasonable suspension of conjugal cohabitation.

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in: *Livre Bleu du Notariat Latin*, 3<sup>ème</sup> éd., Brussels 2003, v. II, pp. 1319-1410; C. DELIYIANNI-DIMITRAKOU, 'Le droit social de l'Union européenne face aux nouvelles formes de famille', in : I. SCHÖMANN (ed.), *Mélanges à l'honneur de Yota Kravaritou: a trilingual tribute*, European Trade Union Instituts, Brussels, 2011, pp. 49 et seq.; E. MOUSTAIRA, "'Grèce'", *Étude sur les régimes matrimoniaux des couple mariés et sur le patrimoine des couples non mariés dans le droit international privé et le droit interne des États membres de l' Union Européenne*, effectuée à la demande de la COMMISSION EUROPÉENNE, Direction générale Justice et Affaires intérieures, Unité A3 Coopération judiciaire en matière civile, 2003, available at: [ec.europa.eu/civiljustice/publications/docs/regimes/report\\_regimes\\_030703\\_fr.pdf](http://ec.europa.eu/civiljustice/publications/docs/regimes/report_regimes_030703_fr.pdf).

<sup>3</sup> See, for example, Art. 1456(1) of the Greek Civil Code (written notarized consent of two partners to assisted reproduction), Art. 1457 Greek Civil Code (post-mortem fertilization of a woman with the sperm of the deceased partner).

The Greek Supreme Court has consistently ruled that in the event of a tort against one of the partners, resulting in his or her death, there can be no claim by the surviving partner for damages for emotional distress, pursuant to Art. 932 para. 1 of the Greek Civil Code, the view being taken that a family whose members would be entitled to such compensation under the law does not, in this case, exist.<sup>4</sup> It is significant that Art. 5 of Law 3500/2006 on protection against domestic violence does grant a victim who is not married, but is a member of a free union, a claim for damages, under Art. 932 para. 1 of the Greek Civil Code, for an amount of at least 1,000 Euro.

**3. In the absence of specific legislative provisions, are there circumstances (e.g. through the application of the law of obligations or the law of property) under which informal relationships between a couple are given legal effect (e.g. through the application of the law of obligations or the law of property)? Where applicable briefly indicate the leading cases**

Informal relationships are subject in general to the provisions of the law of obligations and of property law. The Athens Court of Appeal has ruled that straightforward informal cohabitation is a *de facto* relationship without any legal consequences.<sup>5</sup>

The Supreme Court has classed informal cohabitations among those atypical or, from the legal perspective, irregular situations which lie on the margins of legal life. It is also accepted that not even the provisions on unjust enrichment are applicable, given that the benefits accruing to one partner from the other are not without legal cause, but are granted *causa donandi*, in the context of the relationship of mutual confidence between the partners. Extra-marital cohabitation, and the tacit agreement, within the relationship of mutual confidence thereby created, on the performing of services or the provision of material support between the cohabitants is a reason for protecting the material benefits for one partner or the other within the relationship, which precludes any claim of unjust enrichment.<sup>6</sup>

It has moreover been claimed by another court (Kozani Single-Member Court of First Instance)<sup>7</sup> that not even the provisions on a silent partnership agreement are applicable to informal cohabitation. However, in one of its rulings,<sup>8</sup> the Supreme Court took a more tempered view: 'There is no scope for the application, *mutatis mutandis*, of the provisions on silent partners to free unions, since there is no similarity between the two relationships. It will, however, be possible to apply directly the aforesaid provisions, as well as those on unjust enrichment, if in a specific case of free cohabitation there exist other conditions for the application of the said provisions'.<sup>9</sup>

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<sup>4</sup> See Supreme Court - Areios Pagos, judgment Nos. 21/2000, 486/2011, 775/2011.

<sup>5</sup> Athens Court of Appeal, judgment No. 5530/2009.

<sup>6</sup> See Supreme Court - Areios Pagos, judgment Nos. 874/2008 and 206/2011.

<sup>7</sup> Kozani Single-Member Court of First Instance, judgment No. 204/2009.

<sup>8</sup> Supreme Court - Areios Pagos, judgment No. 874/2008.

<sup>9</sup> As translated by the authors of the Greek report.

**4. How are informal relationships between a couple defined by either legislation and/or case law? Do these definitions vary according to the context?**

No variations are known concerning the definition of informal cohabitation in Greek law. Case law has defined a free union outside marriage as the informal cohabitation of persons of different gender who do not intend to marry. It is the element of a reciprocal promise to marry at some future time which distinguishes a state of engagement from one of free union or cohabitation, in which the partners not only have not agreed to marry, but have in fact made a conscious decision to eschew marriage.<sup>10</sup>

**5. Where informal relationships between a couple have legal effect:**

- a. **When does the relevant relationship begin?**
- b. **When does the relevant relationship end?**

In principle there are no consequences in the law stemming from the decision of two persons, of the same or different gender, to cohabit. Such consequences are only generated during the period of cohabitation. There are substantive differences between a marriage and a free union, in respect, inter alia, of their establishment, functioning and termination, and the rights, obligations and commitments of the partners.<sup>11</sup> Free cohabitation, without offspring, is not recognized in Greek law, which does not recognize legal consequences of this specific form of relationship, which thus cannot be comprehended within the concept of the family, nor enjoy protection, since in effect those who choose such an arrangement are choosing not to subject themselves to legal provisions, and therefore commitments, and it would be contradictory if they were to enjoy protection without responsibility. On the other hand, the protection enjoyed by married heterosexuals and their offspring, pursuant to Art. 21 para. 1 of the Greek Constitution,<sup>12</sup> cannot impede or provide grounds for prohibiting the existence and functioning of this informal cohabitation of heterosexual or same-sex couples.

**a. When does the relevant relationship begin?**

And so the answer to the first question is that a couple entering into extra-marital cohabitation does not automatically entail the generating of legal effects.

**b. When does the relevant relationship end?**

In response to the second question, it might be said that the ending of the cohabitation, by a unilateral decision or mutual consent, or following the death of

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<sup>10</sup> Precisely as ruled by the Supreme Court - Areios Pagos in judgment No. 1141/2011.

<sup>11</sup> See Supreme Court - Areios Pagos, judgment No. 1926/2013.

<sup>12</sup> Article 21 para. 1 of the Greek Constitutions states: 'Family, being the cornerstone of the preservation and the advancement of the Nation, as well as marriage, motherhood and childhood, shall be under the protection of the State', translated into English by X. PAPPARIGOPOULOS and S. VASSILOUNI, *The Constitution of Greece*, Athens, 2008, available at: [www.parliament.gr](http://www.parliament.gr).

one partner, may have certain legal consequences, e.g. a claim to a share of the acquisitions, as is the case with the ending of a marriage, under Art. 1400 of the Greek Civil Code.<sup>13</sup> There might also be grounds for a claim of unjust enrichment.<sup>14</sup> The same applies in the case of the awarding of damages for emotional distress when a survivor's partner has died as the result of an accident.

The awarding of damages to such persons, pursuant to Art. 932 of the Greek Civil Code, as accepted by the Greek courts, is obviously conditional upon the existence, in the view of the judge assessing the facts of the case, of feelings of love and affection between the entitled person and the deceased, when the latter was alive. Should the court take the view that there were no such emotional ties, some or all of the persons may have their claim for damages dismissed.<sup>15</sup> It follows that the victim's family is not held to include those persons who lived with him in a state of free union with no intention of marrying. Thus, the law makes no provision for the awarding of damages for emotional distress caused to the survivor by the death of his or her partner. Nor, however, may damages be awarded by the application – *mutatis mutandis* – of the aforesaid provision of Art. 932(3) of the Greek Civil Code to compensate for adverse situations and consequences arising from the loss of the victim. A contrary view would not only be *contra legem*, but would subvert the constitutionally enshrined institution of marriage.

The same negative view is taken when the courts are asked to award maintenance in the event of the death of a partner, pursuant to Art. 928 of the Greek Civil Code.<sup>16</sup>

## **6. To what extent, if at all, has the national constitutional position been relevant to the legal position of informal relationships between a couple?**

The response is framed by the Supreme Court, which has ruled<sup>17</sup> that an informal, lasting relationship between two partners (usually of the opposite sex) is one of the '*de facto* family relationships', which is to say that it should be numbered among those atypical or, from a legal perspective, irregular situations which lie on the margins of legal life. Moreover, it follows from the complex of provisions of Art. 1444(2), 1456, 1457, 1471, 1479, 1350 et seq. and 1386 et seq. of the Greek Civil Code, in conjunction with Art. 21(1) of the Greek Constitution, which protects marriage, the family and children, that this is a conscious choice by the legislator, which - although aware of free unions from as far back as 1983<sup>18</sup> - had no desire to regulate the issues

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<sup>13</sup> Although our courts do not recognize such a claim; see Supreme Court - Areios Pagos, judgments 874/2008 and 206/2011.

<sup>14</sup> But see, here too, the opposite view taken in the case law - Kozani Multi-Member Court of First Instance, judgment 163/2008.

<sup>15</sup> Supreme Court - Areios Pagos [Plenary Session], judgment 21/2000.

<sup>16</sup> See Athens Court of Appeal, judgment 358/1997.

<sup>17</sup> Supreme Court - Areios Pagos, judgment 775/2011.

<sup>18</sup> Before Law 1329/1983, which, as part of the more general reforms of family law, in the spirit of the principle of gender equality, under Art. 4(2) of the Greek Constitution, introduced certain amendments, among them an oblique recognition of a free union, through Art. 1444 of the Greek Civil Code.

and legal questions arising therefrom. The institution of marriage is regulated and protected by the aforesaid Constitutional provision, and by the Greek legal system in general, whereas there is no corresponding recognition or matching protection for extra-marital cohabitation, nor is there any obligation of regulatory intervention on the part of the legislator. In fact, the lasting cohabitation of two partners, even if it were to be officially registered, cannot be compared with the institution of marriage. The two institutions differ in both name and substance, because they were created to meet different kinds of social needs.

Thus the so-called free union is one of the '*de facto* family relationships', which is to say that it belongs to those atypical or, from a legal perspective, irregular situations lying on the margins of legal life. Furthermore, it follows from the complex of provisions of Art. 1444(2), 1456, 1457, 1471, 1479, 1350 et seq. and 1386 et seq. of the Greek Civil Code, in conjunction with Art. 21(1) of the Greek Constitution, that this was a conscious decision by the legislator, which did not wish to regulate issues and legal questions arising from this informal cohabitation. The institution of marriage is regulated and protected by the aforesaid provisions of the Greek Constitution, and by the Greek legal system in general, whereas there is no corresponding recognition or matching protection for extra-marital cohabitation.

The latter, even if it were to be an officially registered relationship, could not be assimilated with the institution of marriage. The two institutions, i.e. that of the '*officially registered partnership*' concerning cohabitation between heterosexuals or homosexuals, and that of marriage, do not only differ in name but also in substance, given that they were created to meet different social needs. Free cohabitation without offspring is not recognized in Greek law, which recognizes no legal consequences of such an arrangement; it therefore cannot be comprehended within the concept of the family, nor can it be protected, because in effect those who choose such an arrangement do not wish to be subject to legal regulation, and therefore a commitment, and so it would be contradictory if they were to enjoy protection without responsibility.<sup>19</sup>

Furthermore, the European Court of Human Rights (ECtHR) dismissed an appeal in the case of *Korosidou v. Greece* regarding the refusal to grant a widow's pension to Ms Korosidou, who had been the partner, for 39 consecutive years, of a deceased pensioner receiving a pension from the Greek Social Insurance Foundation, with whom she had had a large number of children.<sup>20</sup> Relying in particular on Art. 8 (the right to respect for private and family life) and 14 (the prohibition of discrimination) and Art. 1 of Protocol No. 1 (the protection of property), the applicant complained about a refusal to award her a survivor's pension as a widow on the ground that she had not been married to her deceased partner. It should be noted that the ECtHR ruled only that the Greek courts had been tardy in issuing a decision under Art. 6 § 1 (the right to a fair hearing within a reasonable time) and Art. 13 (the right to an effective remedy) and had not ventured into the substance of the case, i.e. that the

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<sup>19</sup> Supreme Court - Areios Pagos, judgment No. 775/2011.

<sup>20</sup> ECtHR, *Korosidou v. Greece*, No. 9957/08, 10.2.11.

applicant would not be allowed to continue collecting the pension of her deceased partner.

**7. To what extent, if at all, have international instruments (such as the European Convention on Human Rights) and European legislation (treaties, regulations, and directives) been relevant in your jurisdiction to the legal position of informal relationships between a couple?**

Article 8 of the European Convention on Human Rights (ECHR) might apply. According to the European Court of Human Rights (ECtHR) in Strasbourg the notion of family life has developed over time in accordance with changing social attitudes, so as to also include *de facto* relationships.<sup>21</sup> The ECtHR may consider whether or not a couple live together, the length of their relationship, and whether or not they have demonstrated their commitment by having children or by any other means.<sup>22</sup> Another possible article could be Art. 14 of the ECHR on the principle on non-discrimination.<sup>23</sup>

In an EU context,<sup>24</sup> the Charter of Fundamental Rights of the EU contains provisions concerning family relations, which after the entry into force of the Lisbon Treaty have acquired the same legal value as the primary sources of EU law, namely the treaties. The Charter guarantees the protection of family life and the right to marry in Arts 7 and 9, respectively. Under Art. 7, 'Everyone has the right to respect for his private and family life, home and communications', whereas according to Art. 9, 'The right to marry and the right to found a family shall be guaranteed in accordance with the national laws governing the exercise of these rights'. Although both provisions are inspired by Arts 8(1) and 12 ECHR, they differ from the latter in so far as Art. 9, which guarantees the right to marry, makes no reference to 'men and women' in the way that Art. 12 ECHR does, and so offers more extensive protection to novel forms of the family (e.g. a registered partnership, a same-sex marriage, etc.) than the latter. Other provisions of the Charter concerning family law are: Art. 21 prohibiting discrimination on several grounds and, more particularly, on the basis of sexual

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<sup>21</sup> Concerning the pragmatist approach to the concept of family life adopted by the ECtHR when interpreting Art. 8(1) ECHR and the diversification of this approach from that of the CJEU, see, H. STALFORD, 'Concepts of Family under EU Law - Lessons from the ECHR', *International Journal of Law, Policy and the Family*, 2002, pp. 410-434; C. MCGLYNN, *Families and the European Union: Law, Politics and Pluralism*, Cambridge University Press, Cambridge, 2006; C. DELIYIANNI-DIMITRAKOU, 'Le droit social de l' Union Européenne face aux nouvelles formes de famille', in: I. SCHÖMANN, *Mélange à la mémoire de Yota Kravaritou, A trilingual tribute*, European Trade Union Instituts, Brussels, 2012, pp. 71 et seq.

<sup>22</sup> ECtHR, *X,Y and Z v UK*, No. 21830/93, 5.12.2013. The Court recalled that the notion of 'family life' in Art. 8 is not confined solely to families based on marriage and may encompass other *de facto* relationships (see ECtHR, *Marckx v. Belgium*, No. 6833/74, 13.6.1979, para. 31; ECtHR, *Keegan v. Ireland*, No. 16969/90, 26.5.1994, para. 44; and ECtHR, *Kroon and Others v. the Netherlands*, No. 18535/91, 27.10.1994, para. 30).

<sup>23</sup> In this respect see the case ECtHR, *Vallianatos and Others v Greece*, Nos. 29381/09 and 32684/09, 7.11.2013 as discussed below under Question 9.

<sup>24</sup> For a detailed discussion on the Europeanisation of family law and the role of fundamental rights, see C. DELIYIANNI-DIMITRAKOU and C. AKRIVOPOULOU, *Fundamental Rights and Private Relations in Greek and European Law*, Sakkoulas, Thessaloniki/Athens, 2014.

orientation, Art. 24 guaranteeing the rights of the child and Art. 32 which proclaims the legal, economic and social protection of the family and guarantees the reconciliation of family and professional life. In the future these provisions may constitute the relevant legal basis for reforms to the Greek legal system concerning free unions, registered partnerships, and marriage for same-sex partners.

As far as secondary EU law is concerned, relevant legislation, which may apply in the Greek legal context, is the so-called 'Citizenship Directive', i.e. Directive 2004/58,<sup>25</sup> which addresses the right of EU citizens and their family members to move and reside freely within EU territory, and Directives 2003/86<sup>26</sup> and 2003/9<sup>27</sup>, which address the right to family reunification and minimum standards for the reception of asylum seekers, respectively.<sup>28</sup>

Specifically, Directive 2004/58 on the right of EU citizens and their family members to freely move and reside provides that EU citizens of the same or the opposite sex living in a registered partnership, as well as married homosexuals, are considered to be members of the family solely in cases when the legislation of the host country recognises them as such. A relevant, yet not identical, provision is also contained in Directives 2003/86<sup>29</sup> and 2003/9<sup>30</sup> on the right to family reunification and minimum standards for the reception of asylum seekers, respectively.

More particularly, Directive 2003/86/EC<sup>31</sup> on family reunification outlines in detail the applicable rules for the entry of family members of lawfully resident third-country nationals. Similar to Directive 2004/58/EC on the free movement of persons, Directive 2003/86/EC adopts a restrictive definition of 'family members', limited to the nuclear family, namely, the spouse of the 'sponsor' and minor children solely dependent on the 'sponsor'. However, provisions relating to registered and unmarried partners are permissive, with only Art. 4(3) providing that Member States may authorise the entry and residence of an unmarried partner in a 'duly attested

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<sup>25</sup> See Directive of the Parliament and of the Council 2004/58 EC of 29 April 2004 on the right of citizens of the EU and their family members to move and reside freely within the territory of the Member States [2004] OJ L 229/35.

<sup>26</sup> See Council Directive 2003/86 EC of 22 September 2003 on the right to family reunification [2003] OJ L 251/12.

<sup>27</sup> See Council Directive 2003/9 EC of 27 January 2003 laying down minimum standards for the reception of asylum seekers [2003] OJ L 31/18.

<sup>28</sup> Concerning the notion of 'European Social Citizenship', adopted by this legislation and the subsequent case law of the CJEU, see A. STERGIU, *European Social Citizenship*, [www.constitutionalism.gr/site/stergiou-koinoniki-ithageneia/EDKA\\_Stergiou\\_europaiki-koinoniki-ithageneia.pdf](http://www.constitutionalism.gr/site/stergiou-koinoniki-ithageneia/EDKA_Stergiou_europaiki-koinoniki-ithageneia.pdf), and A.-M. KONSTA, 'Gender and Plastic Citizenship in European Social Law', in: M.-A. MOREAU (ed.), *Before and After the Economic Crisis: What implications for the European Social Model*, Edward Edgar Publishing Ltd, Cheltenham, 2011, p. 129 et seq.

<sup>29</sup> See Art. 4(3) Council Directive 2003/86 EC on the right to family reunification.

<sup>30</sup> See Art. 2(d-i) Council Directive 2003/9 EC establishing minimum standards for the reception of asylum seekers.

<sup>31</sup> The Directive has been implemented in the Greek legal order through Presidential Decrees 131/2006 and 167/2008 on the right to family reunification and its application in cases concerning migration, refugees (the protection of international status) and subsidiary protection for third-country citizens.



long-term stable relationship or a partner of a registered partnership'. Thus, unmarried partnerships are at least recognised by the Directive, even though there is no requirement that Member States should recognise such relationships.<sup>32</sup>

Accordingly, Directive 2003/86/EC on family reunification for third-country nationals incorporates a concept of the family that is more limited than the one adopted by Directive 2004/58/EC in relation to family members of Union citizens exercising their right to free movement, because unlike the latter it does not provide for the reciprocal obligation of Member States to authorise the entry of an 'unmarried partner living in a long-term relationship with the applicant, if the legislation of the Member State concerned treats the situation of unmarried couples as a situation corresponding to that of married couples'.<sup>33</sup>

Moreover, the introduction of Greek Law 3500/2006 on 'domestic violence' has been an attempt to align Greek law with the Equal Treatment Directive between men and women, 2006/54/EC,<sup>34</sup> and the relevant case law of the EU Court on gender equality.<sup>35</sup> The Greek Law provides for a *de facto* definition of the term 'family' stipulating that, apart from married couples, a family may comprise couples living in a free union and children born in free unions.<sup>36</sup>

**8. Give a brief history of the main developments and the most recent reforms of the rules regarding informal relationships between a couple. Briefly indicate the purpose behind the law reforms and, where relevant, the main reasons for not adopting a proposal.**

Law 1329/1983 gave indirect recognition to extra-marital cohabitations as 'free unions', and this recognition was continued in Law 3500/2006 on protection from domestic violence. The most important legislative development to date has been Law 3719/2008, which introduced the cohabitation pact between heterosexual couples as a diluted form of marriage. The hesitancy one observes in this area is due, in our opinion, to the reaction of powerful political and social groups who see a threat to the institution of marriage in its traditional form.

**9. Are there any recent proposals (e.g. by Parliament, law commissions or similar bodies) for reform in this area?**

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<sup>32</sup> See C. MCGLYNN, *Families and the European Union: Law, Politics and Pluralism*, Cambridge University Press, Cambridge, 2006, at p. 133.

<sup>33</sup> See recitals 2 and 11, Council Directive 2003/86 EC.

<sup>34</sup> Directive 2006/54 EC of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation [2006] OJ L 204/23.

<sup>35</sup> C. DELIYIANNI-DIMITRAKOU and C. AKRIVOPOULOU, *The Influence of Human Rights and Basic Rights on Greek Private Law*, National Report for the 19th International Congress of Comparative Law, Vienna, 20th to 27th July 2014, *Hellenic Review of International Law*, 2014, pp. 283 et seq. See, also C. DELIYIANNI, *The Greek Civil Code*, Greek Report May 2012, *Hellenic Review on Thematic Congress of International Academy of Comparative Law in Taiwan, of International Law*; 2012, pp. 417 -497.

<sup>36</sup> It may also comprise children born within wedlock, adopted children and cohabiting relatives.

There was an attempt to regulate, in particular, permanent cohabitation arrangements between same-sex partners in the debate on the so-called 'anti-racist' legislation during the summer of 2014 (Law 4285/10-9-2014). However, the only part of the bill which finally became law was the criminalisation of actions against victims on grounds of their sexual orientation or actions motivated by racial hatred (Art. 10) in the aftermath of the ruling of the ECtHR of 7/11/2013 on appeals 29381/09 and 32684/09, in *Vallianatos and others v. Greece*. The Court found that Greece had violated Art. 8 and 14 of the European Convention on Human Rights because of its failure to regulate, through legislation, permanent homosexual relations/cohabitations, which constitutes discrimination on the grounds of sexual orientation. The appellants advanced the argument that the legislator had only made the cohabitation pact available to heterosexual couples, thereby failing to extend it to homosexuals. They referred in detail to the public consultation preceding the passage of the law, setting out the positions taken by the Greek Orthodox Church, the National Commission for Human Rights and other bodies, adducing evidence to show that Greece was the only state in Europe which, while regulating heterosexual relations outside marriage (since there is no legal obligation for those not wishing to marry or to become engaged to make use of the cohabitation pact), limits the provisions in question to heterosexual couples, and asking the ECtHR to explore the need for the regulation of homosexual relations. The appellants asked the ECtHR to rule that Law 3719/2008 on the cohabitation pact for heterosexual couples constitutes discriminatory treatment on grounds of sexual orientation and an infringement of Art. 8 and 14 of the Convention. They also claimed an infringement of Art. 13 of the Convention, in that there was no suitable legal avenue in the Greek system for an appeal against the covert discrimination introduced by Law 3719/2008. Finally, they invoked Art. 41 of the European Convention on Human Rights on the awarding of fair damages.

As the ECtHR pointed out in its previous jurisprudence, same-sex stable relationships are included within the scope of family life under Art. 8 ECHR.<sup>37</sup> Accordingly, any discriminatory treatment of their right to enjoy privacy and family life would violate Arts 8 and 14 ECHR. In the *Vallianatos* case, after performing a proportionality test, the Court concluded that Law 3719/2008 was not pursuing any legitimate aim that could justify the exclusion of same-sex couples from its scope. In the Court's observations, there was a perfect analogy between opposite-sex and same-sex couples as far as their needs for mutual assistance, companionship and care were concerned, thus deeming their being banned from legislatively recognised civil unions unnecessary in a democratic society.<sup>38</sup>

According to research by journalists, the institution of the cohabitation pact for heterosexual couples has not been embraced by society. It is said that since the law

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<sup>37</sup> ECtHR, *Shalk and Kopf v. Austria*, No. 30141/04, 24.6.2010.

<sup>38</sup> C. DELIYIANNI-DIMITRAKOU and C. AKRIVOPOULOU, *Fundamental Rights and Private Relations in Greek and European Law*, Sakkoulas, Thessaloniki-Athens, 2014.

came into effect, and in the region of Athens and Piraeus, where half the population of Greece is concentrated, no more than 127 of these pacts have been concluded.<sup>39</sup>

**B. Statistics and estimations**

**10. How many marriages and, if permissible, other formalised relationships (such as registered partnerships and civil unions) have been concluded per annum? How do these figures relate to the size of the population and the age profile? Where relevant and available, please provide information on the gender of the couple.**

Such official information could not be obtained.

**11. How many couples are living in an informal relationship in your jurisdiction? Where possible, indicate trends.**

Such official information could not be obtained.

**12. What percentage of the persons living in an informal relationship are:**

- a. Under 25 years of age?
- b. Between 26-40 years of age?
- c. Between 41-50 years of age?
- d. Between 51-65 years of age?
- e. Older?

Such official information could not be obtained.

**13. How many couples living in an informal relationship enter into a formal relationship with each other:**

- a. Where there is a common child?
- b. Where there is no common child?

Such official information could not be obtained.

**14. How many informal relationships are terminated:**

- a. Through separation of the partners?
- b. Through the death of one of the partners?

Such official information could not be obtained.

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<sup>39</sup> See also the criticism of the legislator responsible for the cohabitation pacts in A. KOUTSOURADIS, 'Nutzlose Reformen im griechischen Familienrecht - Am Beispiel der verschiedengeschlechtlichen eingetragenen Partnerschaft', in: A. BÜCHLER and M. MÜLLER-CHEN (eds.), *Festschrift für Ingeborg Schwenzer*, Stämpfli Verlag, Bern, 2011, pp. 981 et seq.

**15. What is the average duration of an informal relationship before its termination? How does this compare with the average duration of formalised relationships?**

Such official information could not be obtained.

**16. What percentage of children are born outside a formal relationship? Of these children, what percentage are born in an informal relationship? Where possible, indicate trends.**

Such official information could not be obtained.

**17. What is the proportion of children living within an informal relationship who are not the couple's common children (excluding foster children)?**

Such official information could not be obtained.

**18. How many children are adopted within an informal relationship:**

- a. By one partner only?**
- b. Jointly by the couple?**
- c. Where one partner adopted the child of the other?**

Such official information could not be obtained.

**19. How many partners in an informal relationship have been in a formal or an informal relationship previously?**

Such official information could not be obtained.

**C. During the relationship**

**20. Are partner in an informal relationship under a duty to support each other, financially or otherwise:**

- a. Where there are no children in the household?**

No.

- b. Where there are common children in the household?**

No. Each partner has a legal duty only towards the common children, pursuant to Article 1489 of the Greek Civil Code.

- c. Where there are other children in the household?**

No.

**21. Are partner in an informal relationship under a general duty to contribute to the costs and expenses of their household?**

Not on the basis of family law. In the spirit of freedom of contract (Art. 361 Greek Civil Code), the partners may agree on a different contractual arrangement. A contractual duty by one towards the other may also be recognized (Art. 873 et seq. Greek Civil Code), or even lifetime income, under Art. 840 et seq. of the Greek Civil Code.

**22. Does a partner in an informal relationship have a right to remain in the home against the will of the partner who is the owner or the tenant of the home?**

No, unless there is a pre-existing agreement on concessional use (e.g. as a loan of use or a lease) and the said agreement has not been terminated. In all other cases, the partner is regarded as a guest, with no consequences in the law.

**23. Are there specific rules on a partner's rights of occupancy of the home:**  
**a. In cases of domestic violence?**

No.

**b. In cases where the partner owning or renting the home is absent?**

No.

The related issues are resolved on the basis of the general rules of the law of obligations and property law. Thus the partner owning the property has the authority (Art. 1000 Greek Civil Code) to allow or forbid the use or possession of all or part of the property by the other party, or to allow common use and to lay down particular rules to govern that use.

If the property is rented by one partner, it depends on the agreement with the landlord/owner whether use may be made by the other partner.

If there is a cohabitation pact, then under Art. 6 of Law 3719/2008 the partners are free to regulate the sharing or division of their assets as they see fit, by means of a notarized document, either upon the commencement of their cohabitation or at a later date.

**24. Are there specific rules on transactions (e.g. disposal, mortgaging, subletting) concerning the home of partner in an informal relationship:**

**a. Where the home is jointly owned by the partners?**

No.

**b. Where the home is owned by one of the partners?**

No.

**c. Where the home is jointly rented by the partners?**

No.

**d. Where the home is rented by one of the partners?**

No.

All related issues are resolved on the basis of the general rules of the law of obligations and property law. In the event of joint ownership, the rules on joint ownership *pro indiviso* are applied (Art. 1113 et seq. and 785 et seq. of the Greek Civil Code). In a case where the partners merely have a shared lease, the rules of Art. 785 et seq. of the Greek Civil Code on shared (contractual) rights are applied.

**25. Under what circumstances and to what extent can one partner act as an agent for the other?**

The general rules on voluntary representation apply (Art. 211 et seq. and 216 et seq. Greek Civil Code). Therefore it will be necessary for one partner to grant the other instructions and authority to represent him. Such authority is often given tacitly, especially in the case of the so-called 'power of attorney on sufferance', i.e. the case where one partner appears before third parties as the representative of the other, without really being so, and this situation is accepted. Also, a statement 'to whom it may concern', to meet the needs of everyday transactions, might be used for legal transactions conducted by one partner on behalf of the other.

**26. Under what circumstances can partner in an informal relationship become joint owners of assets?**

On the basis of the general provisions of the law of obligations and property law. They might also share a joint bequest, through the will of a relative or a friend.

**27. To what extent, if at all, are there specific rules governing acquisitions and/or transactions in respect of household goods? In answering this question briefly explain what is meant by household goods.**

There are no specific rules.

**28. Are there circumstances under which partner in an informal relationship can be regarded as joint owners, even if the title belongs to one partner only?**

There are special rules or presumptions of joint ownership only for married partners (Art. 1398 of the Greek Civil Code). Partners in informal relationships are subject to the general rebuttable presumptions of Art. 1110-1111 of the Greek Civil Code. In both cases the presumptions relate only to moveable property.

**29. How is the ownership of assets proved as between partner in an informal relationship? Are there rebuttable presumptions?**

With the exception of moveable items in the possession of each partner and in respect of which partner there is a rebuttable presumption of ownership, there is no special provision.

**30. How is the ownership of assets proved as regards third parties? Are there rebuttable presumptions?**

Such rebuttable presumptions, in relation to creditors, apply only to married partners, as laid down in Art. 1398(1 and 3) of the Greek Civil Code.

**31. Under what circumstances, if any, can partner in an informal relationship become jointly liable for debts?**

One might think of the case where the partners together take out a loan (Art. 806 et seq. and 481 et seq. of the Greek Civil Code). In circumstances where the partners are heirs to a deceased person with debts (Art. 1884, 1885 Greek Civil Code), the latter are shared proportionally.

**32. On which assets can creditors recover joint debts?**

All assets held by each partner, except those in respect of which the law does not allow for seizure (Art. 982 Greek Code of Civil Procedure) e.g. claims for maintenance, salaries, social benefits.

**33. Are there specific rules governing the administration of assets jointly owned by the partner in an informal relationship? If there are no specific rules, briefly outline the generally applicable rules.**

There are no specific rules. The general provisions on joint ownership and the sharing of rights will apply. Thus decisions on matters pertaining to the administration of joint assets must be taken jointly (Art. 788-789 Greek Civil Code).

**D. Separation**

**34. When partner in an informal relationship separate does the law grant maintenance to a former partner? If so, what are the requirements?**

No. The law makes no provision for maintenance. However, the partners may agree that one shall pay maintenance to the other under the principle of freedom of contract (Art. 361 Greek Civil Code) and on terms to be jointly agreed. This is the spirit governing the provision of Art. 7 of Law 3719/2008 on the cohabitation pact.

**35. What relevance, if any, upon the amount of maintenance is given to the following factors/circumstances:**

**a. The creditor's needs and the debtor's ability to pay maintenance?**

This is taken into consideration in deciding maintenance paid by one spouse or former spouse to another. This condition applies even in the case of the cohabitation pact (Art. 7 Law 3719/2008).

**b. The creditor's contributions during the relationship (such as the raising of children)?**

This might be taken into account in contractually setting the level of maintenance. The raising of the children is taken into account in the case of maintenance payable after a divorce (Art. 1442 Greek Civil Code).

**c. The standard of living during the relationship?**

This is taken into account only when the spouses cease to live together (Art. 1390(1) and 1391 Greek Civil Code).

**d. Other factors/circumstances (such as giving up his/her career)?**

There are none.

**36. What modes of calculation (e.g. percentages, guidelines), if any, apply to the determination of the amount of maintenance?**

There are no rules and no method for determining maintenance.

**37. Where the law provides for maintenance, to what extent, if at all, is it limited to a specific period of time?**

There are no such rules.

**38. What relevance, if any, do changed circumstances have on the right to continued maintenance or the amount due?**

There are no relevant rules.

**39. Is the maintenance claim extinguished upon the claimant entering:**

**a. Into a formal relationship with another person?**

There are no relevant rules.

**b. Into an informal relationship with another person?**

This is applicable only to maintenance in the event of divorce (Art. 1444(2) Greek Civil Code).



**40. How does the creditor's maintenance claim rank in relation to:**

**a. The debtor's current spouse, registered partner, or partner in an informal relationship?**

The duty to pay maintenance to a spouse takes precedence (alongside the obligation to pay maintenance to a partner in a cohabitation pact, pursuant to Art. 7(2) Law 3719/2008). A partner in an informal relationship is not entitled to maintenance, but if a claim is recognized by contract, such a partner will be last in the order of priority.

**b. The debtor's previous spouse, registered partner, or partner in an informal relationship?**

The spouse from a previous marriage might be called upon to pay maintenance, but if the intended recipient is living in a permanent free union, he will be released from the obligation to pay (Art. 1444(2) Greek Civil Code).

**c. The debtor's children?**

The children of the party entitled to maintenance may be called upon to pay maintenance, pursuant to Art. 1488 Greek Civil Code.

**d. The debtor's other relatives?**

The above provision applies and is not only limited to the children but also extends to other relatives, in their order of intestate succession.

**41. When partner in an informal relationship separate, are specific rules applicable to the determination of the ownership of the partners' assets? If there are no specific rules, which general rules are applicable?**

No. Each partner will take possession of his/her own assets, on the basis of the general provisions on ownership. Where assets are owned jointly, the rules on dissolving joint ownership will be applied.

**42. When partner in an informal relationship separate, are specific rules applicable subjecting all or certain property (e.g. the home or household goods) to property division? If there are no specific rules, which general rules are applicable?**

There are no specific rules. The general provisions on identifying and allocating shared assets will be applied, i.e., the rules on dissolving joint ownership and shared rights. Art. 1113 and 798 et seq. Greek Civil Code.

**43. Do the partners have preferential rights regarding their home and/or the household goods? If so, what factors are taken into account when granting these rights (e.g. the formal ownership of the property, the duration of the relationship, the needs of each partner, the care of children)?**

No, there are no such rights.

**44. How are the joint debts of the partners settled?**

Joint debts are to be settled under the rules on passive liability (Art. 481 et seq. Greek Civil Code).

**45. What date is decisive for the determination and the valuation of:**

**a. The assets?**

The date on which they are claimed.

**b. The debts?**

The date on which the claim becomes due for payment.

**46. On what grounds, if any, and to what extent may a partner upon separation claim compensation upon the basis of contributions made or disadvantages suffered during the relationship?**

The only provisions that might be applied are those on unjust enrichment (Arts. 904-912 Greek Civil Code). However, in case law the view has been taken that benefits granted during the period of cohabitation did not occur without a legal reason, but by way of donations in the context of mutual confidence, and thus there will not be any grounds for a claim. However, the former partners may choose to settle any claims between them, even offsetting one against the other if the transactions did not have the character of gifts. The offsetting process will require a relevant agreement (Art. 361 Greek Civil Code), or will occur unilaterally (Art. 441-452 Greek Civil Code).

**E. Death**

**47. Does the surviving partner have rights of inheritance in the case of intestate succession? If yes, how does this right compare to that of a surviving spouse or a registered partner, in a marriage or registered partnership?**

There are no rights of inheritance for the surviving partner in the event of intestate succession. Only a spouse enjoys these rights (Art. 1820 Greek Civil Code) or a partner who was party to a cohabitation pact (Art. 11 Law 3719/2008).

**48. Does the surviving partner have any other rights or claims on the estate (e.g. any claim based on dependency, compensation, or maintenance) in the case of intestate succession?**

No.

**49. Are there specific rules dealing with the home and/or household goods?**

No. Such a rule, relating to the property which served as the family home, is only applicable to a surviving spouse (Art. 1889 Greek Civil Code). The same is true concerning the goods jointly used by the spouses. The only exception is covered by Art. 1820(2) Greek Civil Code.

**50. Can a partner dispose of property by will in favour of the surviving partner:**

**a. In general?**

Yes. Formerly such a will would have been considered invalid on moral grounds (Art. 178 Greek Civil Code), but nowadays the view has been taken in the case law that there is no immorality if the partner is not named as an heir in a provocative way, if this is not offensive to general moral values, or shows disrespect to any legal family by overlooking the heirs by intestate succession.<sup>40</sup>

**b. If the testator is married to or is the registered partner of another person?**

The above provisions apply, *mutatis mutandis*.

**c. If the testator has children?**

Then he may dispose of property to a partner, provided this does not affect the legitimate portion due to the children (Art. 1825 Greek Civil Code). Insofar as such an effect is apparent, the disposal made by the testator will be deemed invalid (Art. 1829 Greek Civil Code).

**51. Can partners make a joint will disposing of property in favour of the surviving partner:**

**a. In general?**

No, according to Art. 1717 Greek Civil Code.

**b. If either testator is married to or is the registered partner of another person?**

No, according to Art. 1717 Greek Civil Code.

**c. If either testator has children?**

No, according to Art. 1717 Greek Civil Code.

**52. Can partners make other dispositions of property upon death (e.g. agreements as to succession or gifts upon death) in favour of the surviving partner:**

**a. In general?**

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<sup>40</sup> For the case law, see Supreme Court - Areios Pagos, judgment No. 821/1977, and Athens Court of Appeal, judgment No. 673/2007.

Yes.

**b. If either partner is married to or is the registered partner of another person?**

Yes. Provided that their legal share is not affected (Art. 1825 Greek Civil Code and Art. 11(1-2) Law 3719/2008).

**c. If either partner has children?**

Yes, provided that their legal share is not affected (Art. 1825 Greek Civil Code).

**53. Is the surviving partner entitled to a reserved share<sup>41</sup> or to any other rights or claims on the estate (e.g. any claim based on dependency, compensation, or maintenance) in the case of a disposition of property upon death (e.g. by will, joint will, or inheritance agreement) in favour of another person?**

No.

**54. Are there any statistics or estimations on how often a relationship is terminated by the death of one of the partners?**

It is methodologically difficult, if not impossible, to gain access to such information, as it involves personal data and raises deontological concerns.

**55. Are there any statistics or estimations on how common it is that partner in an informal relationship make a will in favour of the other partner?**

It is methodologically difficult, if not impossible, to gain access to such information, as it involves personal data and raises deontological concerns.

**56. Are there any statistics or estimations on how common it is that a partner in an informal relationship is the beneficiary to the other partner's life insurance?**

It is methodologically difficult, if not impossible, to gain access to such information, as it involves personal data and raises deontological concerns.

**F. Agreements**

**57. Are there specific rules concerning agreements between partner in an informal relationship? Where relevant, please indicate these specific rules. If not, which general rules apply?**

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<sup>41</sup> See Regulation no. 650/2012 of the European Parliament and of the Council of 4 July 2012 on jurisdiction, applicable law, recognition and enforcement of decisions and acceptance and enforcement of authentic instruments in matters of succession [2012] OJ L 201/107.

There are no specific rules. The principle of freedom of contract would apply (Art. 361 Greek Civil Code).

**58. Are partner in an informal relationship permitted to agree on the following issues:**

**a. The division of tasks as between the partners?**

Yes.

**b. The contributions to the costs and expenses of the household?**

Yes.

**c. Their property relationship?**

Yes.

**d. Maintenance?**

Yes. In this respect a lifetime income may be agreed (Art. 840-843 Greek Civil Code).

**e. The duration of the agreement?**

Yes.

**59. Are partner in an informal relationship permitted to agree on the legal consequences of their separation?**

Yes, provided there is no violation of the rules of public order (Art. 3 Greek Civil Code).

**60. Are the agreements binding:**

**a. Between the partners?**

Yes.

**b. In relation to third parties?**

No, because contracts at the expense of third parties are invalid (Art. 415 Greek Civil Code).

**61. If agreements are not binding, what effect, if any, do they have?**

None. Were there to be some transfer of assets, on the basis of a legally non-binding agreement, perhaps one might apply the provisions on gifts or on the return of assets based on unjust enrichment.

**62. If specific legislative provisions regulate informal relationships, are the partners permitted to opt in or to opt out of this specific regulation?**

There is no specific legislation, so the question does not arise.

**63. When can the agreement be made (before, during, or after the relationship)?**

At any time. The principle of freedom of contract includes the freedom to determine the time at which a contract is concluded, amended or terminated.

**64. What formal requirements, if any, govern the validity of agreements:**

**a. As between the partners?**

The same general rules apply as those governing the validity of any transaction or agreement.

**b. In relation to a third party?**

Again, the general rules on the validity of any agreement apply. Article 415 of the Greek Civil Code is also applicable, prohibiting any contract at the expense of a third party.

**65. Is independent legal advice required?**

We are not aware of any such case.

**66. Are there any statistics or estimations on the frequency of agreements made between partner in an informal relationship?**

It is methodologically difficult, if not impossible, to gain access to such information, as it involves personal data and raises deontological concerns.

**67. Are there any statistics or estimations regarding the content of agreements made between partner in an informal relationship?**

It is methodologically difficult, if not impossible, to gain access to such information, as it involves personal data and raises deontological concerns.

**G. Disputes**

**68. Which authority is competent to decide disputes between partner in an informal relationship?**

The ordinary courts, which will not, however, apply the special procedural rules applicable to family or marital disputes (Art. 592 et seq. Greek Code of Civil Procedure).

**69. Is that the same authority as for spousal disputes?**

Not in respect of the procedural rules to be applied. The courts may be the same; that will depend on the rules governing jurisdiction over cases according to the sums involved.

**70. Can the competent authority scrutinise an agreement made by the partner in an informal relationship? If yes, what is the scope of the scrutiny?**

There is no body which is competent to carry out such scrutiny. The only scrutiny would be that conducted by the court if a dispute arose between the parties concerning the implementation of the agreement.

**71. Can the competent authority override or modify the agreement on account of fairness towards a partner, the rights of a third party, or on any other ground (e.g. a change of circumstances)?**

There is no administrative body competent to carry out scrutiny, and thus there can be no amendment to or an annulment of any agreement or clause relating to one of the partners or a third party. Only in the context of a legal hearing might the judges take the view that a term of the agreement was invalid, if it contradicted the general rules on the validity of agreements and transactions. The judge can intervene in a regulatory spirit only in contracts of obligation in which all contracting parties have an obligation to fulfil (Art. 388 Greek Civil Code), which is not the case here. Even in the case of an undisputed divorce, the judge does no more than ratify the agreement reached by the spouses, and he or she cannot alter it (Art. 1441 Greek Civil Code).

**72. What alternative dispute-solving mechanisms (e.g. mediation or counselling), if any, are offered or required with regard to disputes arising out of informal relationships?**

Extrajudicial mediation was introduced into the Greek legal system by Law 3898/2010 and Presidential Decree 123/2011. Judicial mediation is provided for in Art. 214B of the Greek Code of Civil Procedure. Attempts by a judge (magistrate) to find a compromise settlement are regulated by Art. 208-214 Greek Code of Civil Procedure.

A judicial compromise is regulated by Art. 214A of the Greek Code of Civil Procedure, while an extrajudicial compromise is covered by Art. 871-872 of the Greek Civil Code.

A detailed regulation of the arbitration process is to be found in Art. 867-903 of the Greek Code of Civil Procedure.

**73. What are the procedural effects of an agreement on ADR between partner in an informal relationship? Can any partner seize the competent authority in breach of the ADR clause?**

If the parties agree to arbitration, any other proceedings will be suspended. See Art. 263-264 of the Greek Code of Civil Procedure. Entering into judicial mediation will not affect legal proceedings. However, the proceedings may be adjourned for up to six months to allow the mediation process to be completed. Reconciliation entails a definitive suspension of the legal proceedings. The exact time of the reconciliation constitutes an enforceable order, with the same status as a judicial ruling.

**74. Are there any statistics or estimations on how common it is that partners in an informal relationship include an ADR clause in their agreement?**

Not to our knowledge.