

The New Inheritance Law

I) Introduction

The recent draft law of the Ministry of Justice, which was open for public consultation until 20 April 2026, reforms and modernizes Greek Inheritance Law, 80 years after the introduction of the Civil Code, during which time it has hardly been revised at all, making it imperative for the law to adapt to the modern economic and social challenges of the 21st century.

The fundamental amendments proposed concern the following key areas: (a) **adaptation to modern needs**, by the reform of the framework of intestate succession and the heir's statutory share of the estate, the review of the entire system of the heir's liability for obligations of the estate, the upgrade of the process of judicial liquidation and the simplification of the procedure for settling relations between co-heirs, (b) **the introduction of new institutions**, such as inheritance contracts upon death and contracts waiving future inheritance rights, (c) **the resolution of legal interpretation conflicts**, by clarifying provisions that gave rise to disputes, such as, for example, the time limits for renunciation by persons lacking legal capacity; and (d) **the repeal of obsolete provisions**, while striving to maintain linguistic consistency and systematic coherence within the new provisions.

The aim of this reform is, in addition to modernizing the legislative framework in this area, to safeguard legal certainty, as well as to mitigate protracted inheritance disputes, while promoting flexibility in the use of productive units of the economy.

II) The main amendments

The main proposed reforms concern the heir's statutory share of the estate, which would be converted from an "in rem" to a monetary claim, the permissibility (subject to conditions) of inheritance contracts upon death, and the exclusion -in principle- of the heirs' liability with their personal assets, whilst also facilitating a more efficient distribution of the estate. More specifically, the following points are highlighted:

1. Inheritance contracts

The current Article 368 of the Greek Civil Code provides that *a contract concerning the inheritance of a living person, whether concluded with the person themselves or with a third party, and whether concerning the*

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entire estate or a share thereof, is null and void. The same applies to a contract which restricts the freedom to dispose of one's estate in one's last will and testament.

By strictly following this provision, there is a legal prohibition of inheritance contracts. The proposed amendment mitigates this prohibition, and the legislator proposes to regulate two basic types of inheritance contracts. It should be noted that these contracts, which **may also be concluded in return for consideration**, will be **fully binding** on the contracting parties and may be terminated either by a new contract or unilaterally, though the latter only in cases where the disinheritance of a person is permissible or if the other party fails to fulfil the consideration.

However, it is noted that inheritance contracts may only be concluded with the testator himself and not between third parties, and they are subject to the form of **a notarial deed** and must be published posthumously, as is the case with wills. The following forms are therefore proposed:

- 1) Firstly, a **contract** will be permitted **whereby a person** (the testator) **appoints their contracting party or a third party as heir, legatee or trustee**. It is worth noting that the testator will subsequently be free to dispose of their property during their lifetime in any other manner, while any **restriction on their freedom of disposal imposed by the inheritance contract will have only contractual effect**. If, however, the testator disposes of his property by way of a gratuitous transfer with the intention of harming the person honored by the contract, such a transfer shall be subject to avoidance under the provisions on the evasion of creditors (Articles 939 et seq. of the Greek Civil Code).
- 2) Secondly, a **contract providing for the prior waiver of a person's future rights to the estate of their contracting party** shall be permitted, **whether such rights arise by law or by a provision of a last will and testament**.

These new provisions promote the **certainty of transactions** and provide greater **assurance of heirs regarding their future rights**, thereby avoiding – as observed in similar cases – protracted legal disputes between relatives. There is, however, a risk that these fully binding contracts may irreparably undermine the freedom of disposition, as testators may succumb to pressure from the people close to them and enter into such contracts, even though under other circumstances they would not do so. To avoid this risk, it is also proposed to introduce a provision declaring null and void any promissory contracts that oblige the testator to (not) draw up or (not) revoke a testamentary disposition, the practical effectiveness of which is, however, doubtful.

2. Heirs' statutory share of the estate

Under current law (Articles 1825 et seq. of the Greek Civil Code), descendants, parents and spouses are entitled to a statutory share equal to half of the estate they would receive through intestate succession, and they are automatically (*'de facto'*) heirs to that extent, while any restriction of this right is automatically void.

Under the new bill, the aforementioned provision would change radically, given that:

- the statutory share is converted into a simple **monetary (contractual) claim** of the statutory beneficiaries against the heirs,
- only **in exceptional cases will a specific portion of the estate be distributed as such**, whilst,
- the claim for a statutory share will be subject to **a two-year limitation period** from the end of the year in which the beneficiary became aware of the existence of the claim.

The proposed provision **facilitates the administration of the estate**, as it **avoids** the creation of **co-ownership** relationships in all immovable and movable property of the estate, which, due to frequent disputes among heirs, hinder its productive utilisation for the benefit of and the national economy. At the same time, the freedom to dispose of assets is safeguarded, without the heir having to worry that one of the beneficiaries might not receive their full legal share and thereby become a co-heir to the entire estate.

3. Liability of the heir

To date, by default, the inheritance is merged with the heir's estate, resulting in the heir's liability for the debts of the deceased with their entire personal estate, unless they have accepted the inheritance subject to the benefit of inventory within the prescribed time limit (Articles 1901 et seq. of the Greek Civil Code). The draft law proposes to **reverse this rule**. Specifically:

- it provides that **the heir is not liable with their own assets for the debts of the estate, which estate, however, they will not be able to dispose of freely.**
- only **in exceptional cases will the heir be liable with their personal assets:**
 - (a) if they declare that they wish to manage the estate freely, or
 - (b) if they dispose of the estate in breach of the statutory restrictions, or
 - (c) if they culpably cause a reduction in the value of the estate, or
 - (d) if they fail to satisfy the creditors as a matter of priority.

The aim of this provision is clear: given that after four months, the inheritance is deemed to have been accepted, **many heirs, particularly in recent decades, have found themselves in the difficult position of being liable with their entire estate for inheritance debts of which they may not even have been aware.** To avoid such situations, **the rule is now reversed, provided that the heir does not maliciously frustrate the satisfaction of the estate's creditors.** Of course, there is a risk that the estate may not suffice to satisfy its creditors and some of them may suffer a loss.

4. Relationships between co-heirs

As is evident from the proposed reforms, the legislator wishes to avoid joint ownership relationships among multiple heirs regarding the assets of the estate, particularly where real estate or businesses are concerned. Furthermore, it is now strictly prohibited for the testator to prevent the distribution of the estate, whereas until now they could restrict it for a period of up to 10 years from their death (see Article 1887 of the Greek Civil Code). However, even in cases where there are multiple heirs to the same asset and they disagree on its distribution, an attempt is made to provide a solution that will facilitate its economic exploitation.

In this light, the following is proposed:

- if the **physical division of a specific inherited asset is impracticable or it is not cost-effective**, the heir may **ask the court to award it to them in its entirety in return for payment of a sum of money** equal to the market value of the share to the other co-heirs, whilst
- if **more than one heir requests the award of the same item**, the **court shall take into account, in particular, each heir's ability to make profitable use of the item.**

5. Inheritance rights of a partner in a civil partnership

Furthermore, the status of a person **living in a civil partnership with the deceased** is upgraded as follows:

- In the absence of a spouse, the partner acquires the **spousal share (common personal items)** if they had been living with the deceased for at least 3 years prior to death, or without any time limit, provided they had children together.
- If there is no surviving spouse and the estate includes **property which served as their main residence when the deceased was alive**, the surviving partner is entitled to the **exclusive use** of that property without payment for **one year following the death** of the deceased.
- Finally, in the absence of a spouse or a relative of the deceased, they shall acquire **(a) the entire estate** from the time of its opening, **(b)** upon submission of an application to the probate court, as the fifth in line as an intestate heir, **(c)** if they had been cohabiting with the deceased for at least 3 years prior to their death or, without any time limit, if they had had children together and those children do not inherit the deceased for any reason.

III) Conclusion

With the above reforms, it appears that the aim is to usher our Inheritance Law, a branch of major practical importance, into a **new era** through its modernization. Indicative of this is the fact that it is correctly proposed that obsolete provisions of the current law be abolished (e.g. simplification of the provisions on extraordinary wills, invalidity of the widowhood clause, etc.), whilst seeking to resolve through legislation certain significant issues currently subject to interpretation by legal theory and case law (e.g., the exclusion of an increase in the statutory share of beneficiaries of the same class).

Certain bold steps have, of course, been made, the practical effectiveness of which will become apparent in due course, should the proposed provisions be adopted, foremost among which is the recognition of inheritance rights of partners in a civil partnership and the conditional permissibility of inheritance contracts. Besides, it is clear that the legislator seeks to maximise the productivity of property and businesses, placing inheritance law at the service of economic development.