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# Contract of Inheritance Mortis Causa under Law 5303/2026

The Transition from the Principle of Freely  
Revocable Wills to a System of Contractual  
Organization of Succession

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## I. Introductory remarks

The enactment of Law 5303/2026 undoubtedly constitutes one of the most significant interventions in Greek inheritance law since the entry into force of the Greek Civil Code. For the first time, the contract of inheritance mortis causa is institutionally recognized, introducing a new tool for succession planning. This tool differs substantially from the will due to its contractual character and the enhanced binding force that accompanies it.

The relevant provisions apply to inheritance relations of persons whose death occurs on or after 16 September 2026. This temporal delimitation shows that the legislator perceives the reform not as a mere addition of partial rules, but as a gradual transition toward a different conception of succession planning.

Traditionally, Greek inheritance law was based on the principle that succession is an expression of the free and continuously revocable will of the testator. The new legislative choice does not abandon this principle, but introduces a parallel system in which the last will may be embedded within a framework of mutual obligations and protected expectations.





## II. From historical prohibition to limited recognition of inheritance contracts

Distrust toward inheritance contracts has historically been a defining feature of Greek law. The dominance of the will as the exclusive instrument of mortis causa disposition was linked to safeguarding testamentary freedom and preventing premature constraints on the disposal of one's estate.

The prohibition of agreements concerning future inheritance primarily aimed to protect the future deceased from pressure and dependency that could restrict the autonomy of their will. At the same time, it sought to prevent the treatment of future inheritance as an object of commercial transaction.

However, the evolution of social and economic relations highlighted the need for a mechanism enabling long-term and stable succession planning, especially in cases of family businesses, complex investment structures, and assets with an international dimension.

From this perspective, the introduction of the inheritance contract does not constitute a reversal of fundamental principles of inheritance law, but an attempt to balance testamentary freedom with the need to protect the trust of those involved.





### III. Comparative influences and the European dimension

The Greek reform follows models already known in other continental European legal systems.

In German law, the inheritance contract (Erbvertrag) is regulated in §§ 1941 and 2274 et seq. of the BGB and is an established institution of significant practical importance. Similar provisions exist in Austrian and Swiss law.

A common feature of these systems is the acceptance that the need to protect trust and transactional security may, under certain conditions, prevail over the absolute freedom to revoke a last will.

The Greek solution appears to move in the same direction, without departing from the fundamental principles of the Civil Code.

### IV. The doctrinal nature of the inheritance contract

The major innovation of the new institution does not lie merely in the recognition of a new form of mortis causa disposition. Its real significance lies in the shift in the theoretical foundation of succession.

A will is a quintessential unilateral legal act. Its existence depends exclusively on the will of the testator, who may freely revoke it until death.

The inheritance contract is based on a different logic. The succession arrangement is not solely the product of individual will, but is embedded in a contractual relationship that creates mutual obligations and establishes protected expectations.

In this way, inheritance is no longer viewed exclusively as a field of individual autonomy but acquires characteristics of stability traditionally associated with contractual relations.



## V. Binding force as a key feature of the new institution

The most significant difference from the will lies in the binding force of the provisions forming the contractual core of the inheritance contract.

This choice reflects the need to protect the legitimate expectations of the contracting parties. It is not uncommon for future beneficiaries to organize their financial and personal decisions based on the agreed succession arrangement or even to provide counter-performance of an economic or other nature.

Full freedom of unilateral revocation would undermine the practical usefulness of the institution. The legislative choice in favor of enhanced binding force reflects a broader strengthening of the principle of protection of trust, which is increasingly important in modern private law.

At the same time, this solution enables more effective organization of complex family and business relationships, where stability of succession arrangements is particularly important.

## VI. The relationship with the will and the principle of revocability

The introduction of the inheritance contract does not replace the will.

The latter remains the primary instrument of mortis causa disposition and is characterized by the principle of free revocability. The new institution operates complementarily rather than competitively.

The coexistence of the two mechanisms reflects a reasonable balancing of two values: individual autonomy and protection of trust.

The legislative choice not to allow the binding core of the inheritance contract to be overridden by a latter will confirms the supremacy of contractual commitment over subsequent unilateral intention.



## VII. Freedom of disposition during lifetime

Of particular interest is the legislator's choice to maintain, in principle, the freedom of the future deceased to dispose of their property during their lifetime.

This solution prevents excessive restriction of the testator and preserves their economic autonomy. The future deceased may continue to adapt their conduct to changing economic and personal circumstances.

However, restrictions on inter vivos dispositions may be agreed upon. This issue is expected to become a subject of intense theoretical debate, particularly regarding the limits of contractual freedom and the application of general principles of good faith and public policy.

## VIII. Interpretative issues and potential application difficulties

The practical application of the new institution is expected to raise a series of interpretative issues to be resolved by case law, including:

- the distinction between binding and non-binding provisions;
- the relationship between the inheritance contract and the forced heirship (statutory share) and its protection;
- the possibility of restricting inter vivos dispositions of the future deceased;
- the consequences of partial invalidity of the contract (especially where multiple parties are involved);
- the interaction with Regulation (EU) 650/2012 and private international law;
- the application of the institution in cross-border situations.



## IX. The international dimension and Regulation (EU) 650/2012

The practical importance of inheritance contracts is expected to be particularly significant in cases involving family relations or assets with international implications.

In this context, Regulation (EU) 650/2012, which governs the applicable law in cross-border succession matters, is of central importance.

The possibility of choosing the applicable law and the need to coordinate different national legal systems make the inheritance contract an important instrument for international succession planning.

## X. Conclusions

The introduction of the inheritance contract mortis causa by Law 5303/2026 constitutes one of the most important developments in Greek private law in recent years.

The new institution does not abolish the central role of the will, nor does it abandon the principle of testamentary freedom. However, it introduces a new conception in which the protection of trust, predictability, and legal certainty acquire increased importance.

The reform reflects the needs of a social and economic reality characterized by increased complexity and the need for long-term planning of property relations.

The success of the new institution will largely depend on the interpretative contribution of legal doctrine and case law. In any case, Law 5303/2026 does not merely introduce another form of mortis causa disposition. It reflects a gradual reorientation of Greek inheritance law towards a model in which testamentary freedom coexists with contractual stability and the protection of legitimate expectations. The inheritance contract therefore represents not only a technical innovation, but also a profound transformation in the theoretical foundations of succession law.

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