

# Contractual jurisdiction in civil and commercial matters: the EU approach

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## CONTRACTUAL JURISDICTION IN CIVIL AND COMMERCIAL MATTERS: THE EU APPROACH

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- Rules of international (european) civil procedure in the Treaty establishing the UE: what for?
- What are the EU main goals?

### TFEU Article 26

1. The Union shall adopt measures with the aim of establishing or ensuring the functioning of the internal market, in accordance with the relevant provisions of the Treaties.
2. The internal market shall comprise an area without internal frontiers in which the **free movement of goods, persons, services and capital** is ensured in accordance with the provisions of the Treaties.

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A bit of history...

Back to the 1958 EEC Treaty - art. 220 provided:

“**Member States shall**, so far as is necessary, **enter into negotiations with each other** with a view to securing for the benefit of their nationals:

- the protection of persons and the enjoyment and protection of rights under the same conditions as those accorded by each State to its own nationals;
- the abolition of double taxation within the Community;
- the mutual recognition of companies or firms within the meaning of the second paragraph of Art. 58, the retention of legal personality in the event of transfer of their seat from one country to another, and the possibility of mergers between companies or firms governed by the laws of different countries;
- the simplification of formalities governing the reciprocal recognition and enforcement of judgments of courts or tribunals and of arbitration awards**“.

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A bit of history...

The 1959 Commission note to Member States: *a true internal market between the six States will be achieved only if adequate legal protection can be secured. The economic life of the Community may be subject to disturbances and difficulties unless it is possible, where necessary by judicial means, to ensure the recognition and enforcement of the various rights arising from the existence of a multiplicity of legal relationships. As jurisdiction in both civil and commercial matters is derived from the sovereignty of Member States, and since the effect of judicial acts is confined to each national territory, legal protection and, hence, legal certainty in the common market are essentially dependent on the adoption by the Member States of a satisfactory solution to the problem of recognition and enforcement of judgments.*

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A bit of history...

Back to the 1968: The Brussels Convention.

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## CONVENTION

concernant la compétence judiciaire à l'exécution des décisions en matière civile et commerciale

*(signée le 27 septembre 1968 (1))*

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A bit of history....

The 1971 Protocol concerning the interpretation by the Court of Justice of the convention of 27 September 1968 on jurisdiction and the enforcement of judgments in civil and commercial matters.

First decisions of the Court of Justice according to the 1971 Protocol: cases *Tessili* and *De Bloos* (October 10th 1976)

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....more slides available upon request.....

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Thank you for your attention!

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