

## Summary of the Responses to the Questionnaire on the 2005 Choice of Court Convention

- 1 At its March 2021 meeting, the Council on General Affairs and Policy (CGAP) endorsed the proposal to dedicate HCCH a|Bridged Edition 2021 to the Convention of 30 June 2005 on *Choice of Court Agreements* (Convention) and, “subject to available resources, the circulation of a brief questionnaire to elicit reasons as to why more States have not become party to the Convention” (Questionnaire).<sup>1</sup>
- 2 In line with this mandate, on 27 July 2021, the Permanent Bureau (PB) circulated two Questionnaires on the Convention,<sup>2</sup> one for Contracting Parties and the other for non-Contracting Parties, with a deadline of 8 October 2021. The information and views provided in States’ responses assisted the PB in defining the key issues to be addressed and discussed at the HCCH a|Bridged Edition 2021, which took place on 1 December 2021.
- 3 A total of 22 HCCH Members, 16 Contracting Parties<sup>3</sup> and six non-Contracting Parties<sup>4</sup> to the Convention, <sup>5</sup> responded to the Questionnaires. The responses, including the information and materials provided in support of certain questions,<sup>6</sup> are available on the Secure Portal of the HCCH website.
- 4 The PB extends its gratitude to the Members, both Contracting and non-Contracting Parties, for their time and efforts in responding to the Questionnaires.
- 5 This document summarises the findings of (i) the General Section (required) of the two Questionnaires, which raised the same set of questions for both Contracting and non-Contracting Parties (Part I), (ii) Section A (optional) of the Questionnaire for Contracting Parties (Part II), and (iii) Section A (required) and Section B (optional) of the Questionnaire for non-Contracting Parties (Part III).<sup>7</sup> Please note that, for the purpose of readability, where a question simply requested general information from respondents (such as caselaw, citations of publications), the responses are not included in this summary.

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<sup>1</sup> See C&D No 35, “Conclusions & Decisions adopted by Council (1 to 5 March 2021)”, available on the HCCH website at <[www.hcch.net](http://www.hcch.net)> under “Governance” then “Council on General Affairs and Policy”.

<sup>2</sup> Via Focused Circular No 29 of 2021 dated 27 July 2021.

<sup>3</sup> Croatia, Czech Republic, European Union, Finland, France, Germany, Hungary, Ireland, Italy, Latvia, Lithuania, Mexico, Romania, Singapore, Sweden and the United Kingdom.

<sup>4</sup> Argentina, Brazil, the People’s Republic of China, Israel, Switzerland and Viet Nam.

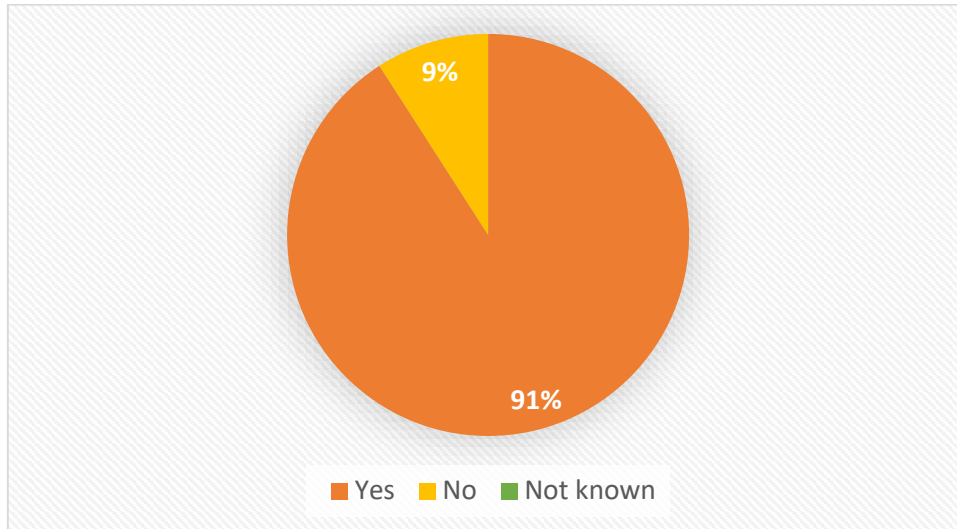
<sup>5</sup> For the purposes of the Questionnaire, non-Contracting Parties include States which have signed but not yet ratified or approved the Convention.

<sup>6</sup> Recommended books and articles relating to the Convention are available under “[Bibliography](#)” of the HCCH website; cases in relation to the operation of the Convention or referring to the Convention are available under “[Case Law](#)” of the HCCH website.

<sup>7</sup> In this summary, pie charts are used to show percentages, whereas bar charts are used to indicate the number of responses for specific options or items, especially where Members can check multiple boxes.

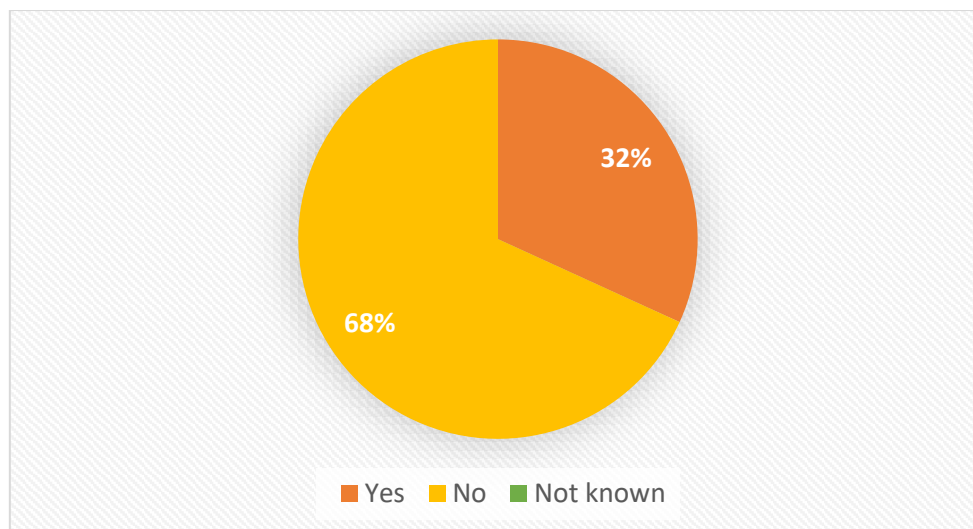
## I. General Section

1. Is your State a party to any bilateral and / or regional agreements / arrangements equivalent to the jurisdictional and recognition and enforcement rules of the Convention. If yes, please specify / enumerate the most important ones:



- 6 For the bilateral and / or regional agreements / arrangements identified by the respondents, please refer to their individual responses available on the Secure Portal of the HCCH website.

3. Has your State established (or intends to establish) international commercial court(s) (or tribunal(s)) or the equivalent:



If yes, please select the features which these courts or tribunals possess (multiple boxes can be checked):

- 7 The most common features of international commercial courts or tribunals, as indicated by the respondents, are their admissibility of foreign expert advice and evidence in languages other than the official one of the State. A few respondents indicated that their courts or tribunals allow appointment of international judges, representation of foreign lawyers, and

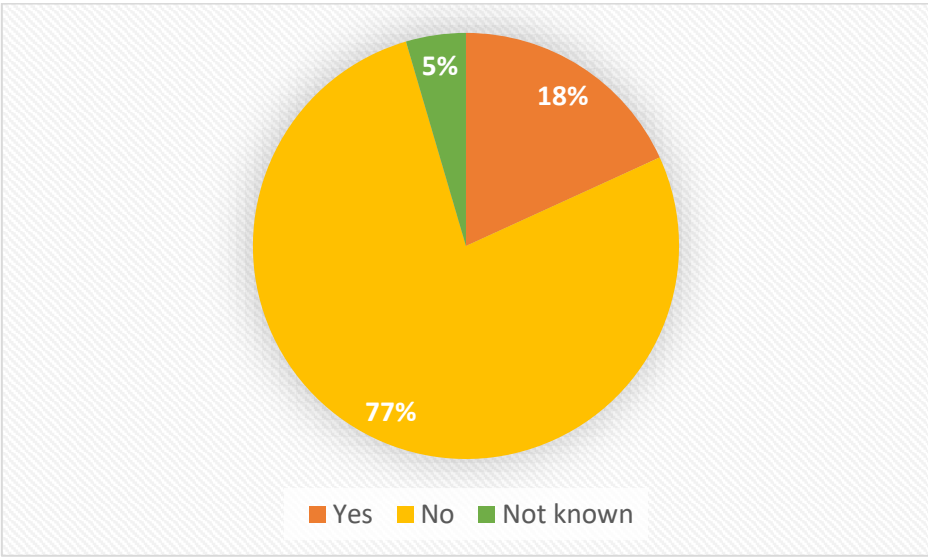
are equipped with advisory council with foreign experts. Court judgments in languages other than the official one of the Stat is also one of the features.

8 The respondents indicated that it is uncommon for international commercial courts to conduct their proceedings in a language(s) other than the official language of their State. A number of respondents selected the option “other”, without indicating precise features, when answering this question.

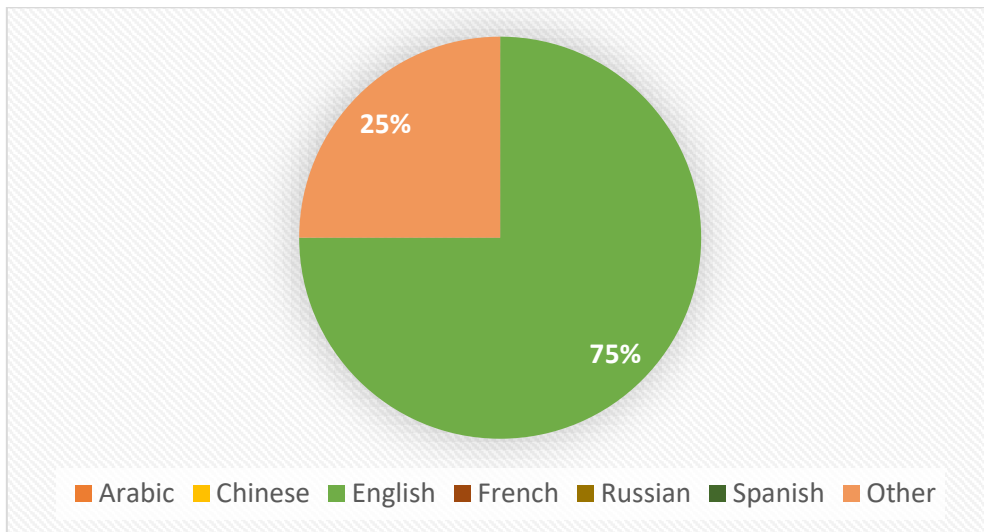
**If possible, please specify relevant details (e.g., the date of establishment or intended establishment of the court or tribunal, the appointment procedures for judges and members of any adjacent advisory council(s), the nationalities of judges or experts, the languages used) and attach relevant statutes and procedural rules to this questionnaire:**

9 Four Contracting Parties, namely France, Germany, Ireland and Singapore, and two non-Contracting Parties, namely the People’s Republic of China and Switzerland, replied to this question (detailed information can be found in their respective replies available on the Secure Portal of the HCCH website).

**4. In international cases, do the courts in your State publish decisions and / or executive summaries in a language other than the official one:**



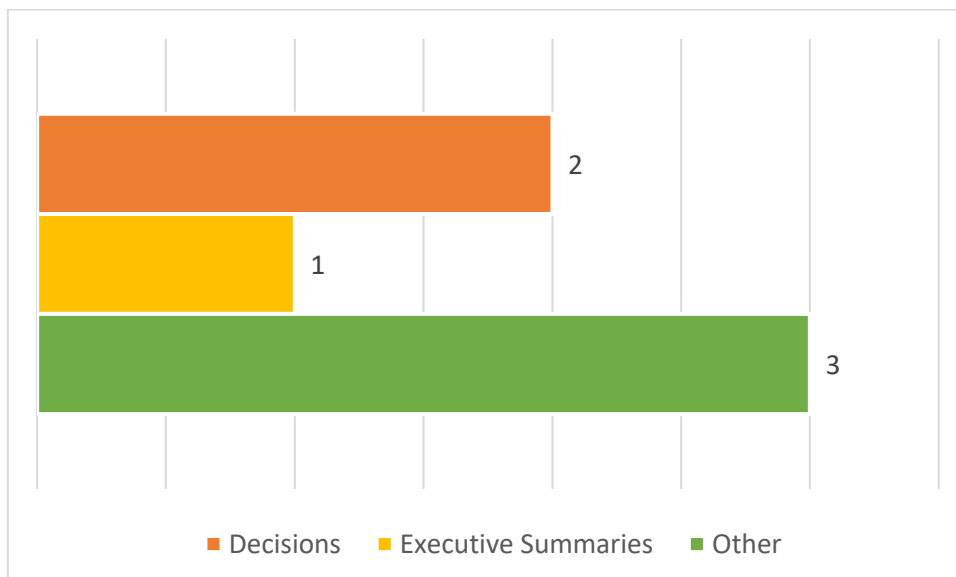
If yes, in which language(s):



If other, please specify:

- 10 The European Union (EU) explained that the Court of Justice (CJEU) publishes most of its judgments, including judgments delivered in preliminary ruling proceedings, in all of the EU Member States languages. The General Court, on the other hand, only publishes some of its judgments in the languages mentioned above (e.g., judgments of the Grand Chamber and of Chambers of five Judges and on a case-by-case basis with other judgments). Where a decision given by one of the courts is not published in all languages, it is typically accessible at least in French and in the original language of the case.<sup>8</sup>

If yes, select any of the following that may apply (multiple boxes can be checked):



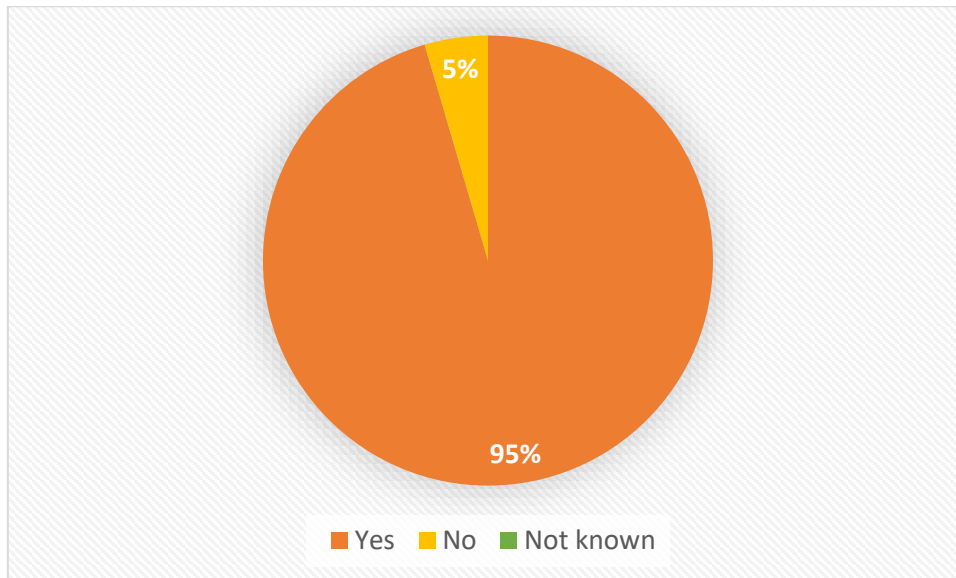
<sup>8</sup> For details, see Title I, Chapter 8 - Languages - of the Rules of Procedure of the Court of Justice and Title II - Languages - of the Rules of Procedure of the General Court.

**If other, please specify:**

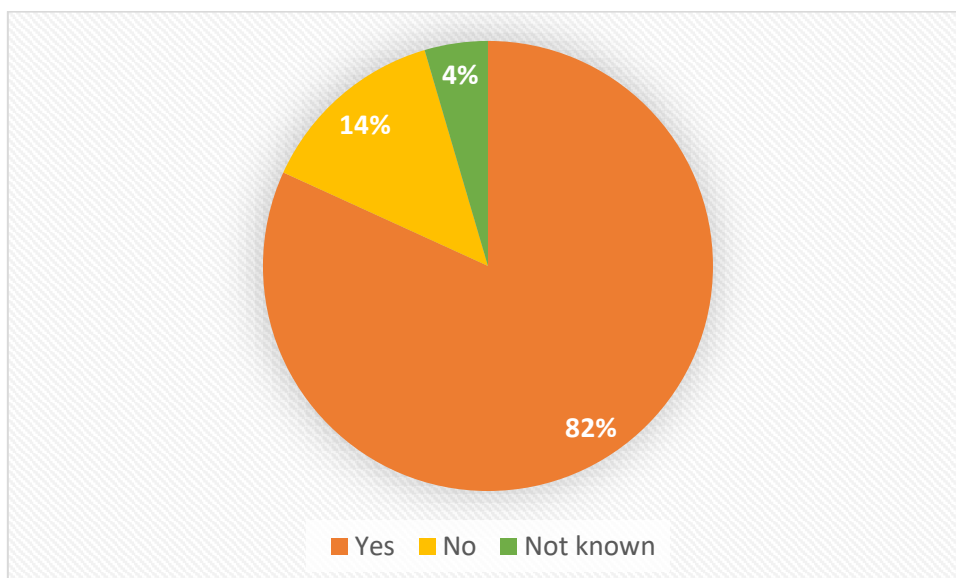
11 It is noted that, in Finland, “[t]he Supreme Court publishes unofficial summaries of some of its precedents in English. The selected precedents usually contain either issues from the standpoint of the law of the European Union or of human rights or other international interests”.

12 The EU further referred to the Opinions of Advocates-General.

**5. In international cases, do the courts in your State make public the identity of the acting judge(s):**



**6. Under your State's national law, is it possible for the parties to challenge the designation of a judge in international civil or commercial cases:**



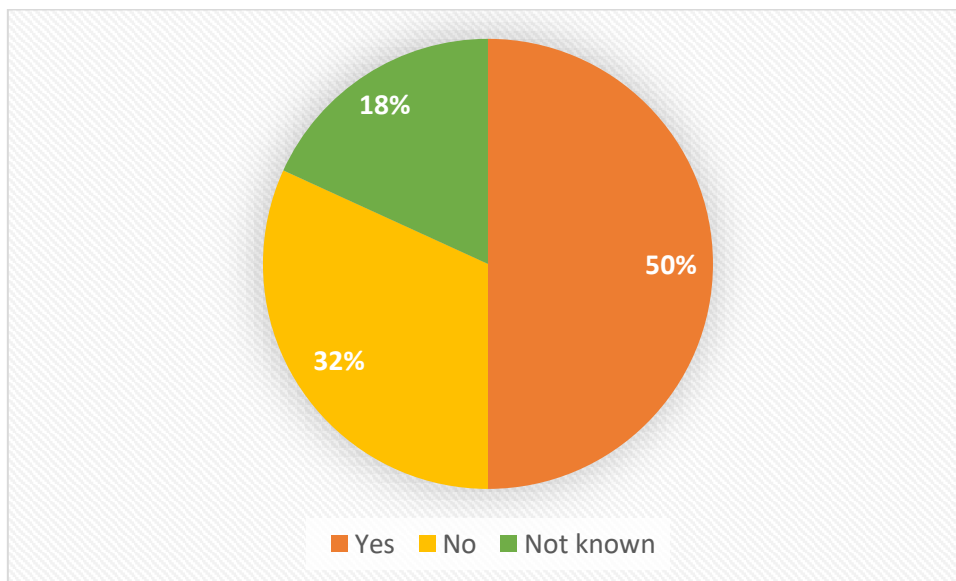
**If yes, please specify:**

13 Respondents referred in detail to their respective national laws. In general, it is possible for parties to challenge the designation of a judge, be it in an international or domestic case.

Grounds of challenge include the judge's partiality or bias (e.g., the judge's personal interests, rights or obligations may be effected by the outcome of the action, or the judge may not be expected to form an objective view of the case), disqualification, friendship, family or other relationship (e.g., agent or employer) with any other parties, and previous involvement in the case (e.g., as a counsel, advocate, witness, expert, or mediator). A time-limit is generally imposed on application for such challenges. Broadly speaking, applications can be made by the parties or judges can recuse themselves on their own volition.

14 Several respondents highlighted that, *procedurally*, a judge is excluded from second instance (appeal), review or retrial of a case.

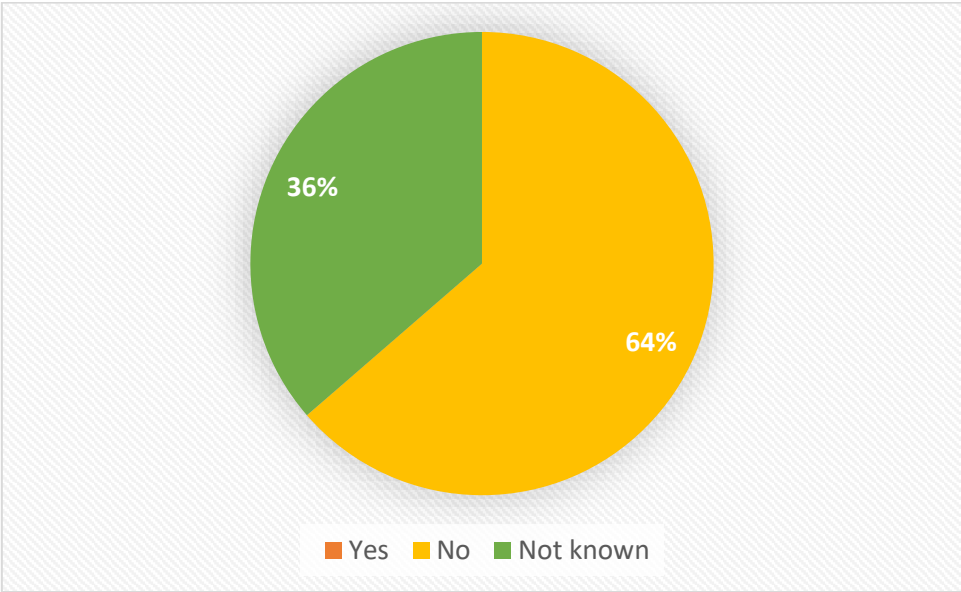
**7. Do the courts in your State have rules on mitigation of conflicts of interest in cases involving foreign parties and your State (including a government, a governmental agency or any person acting for your State):**



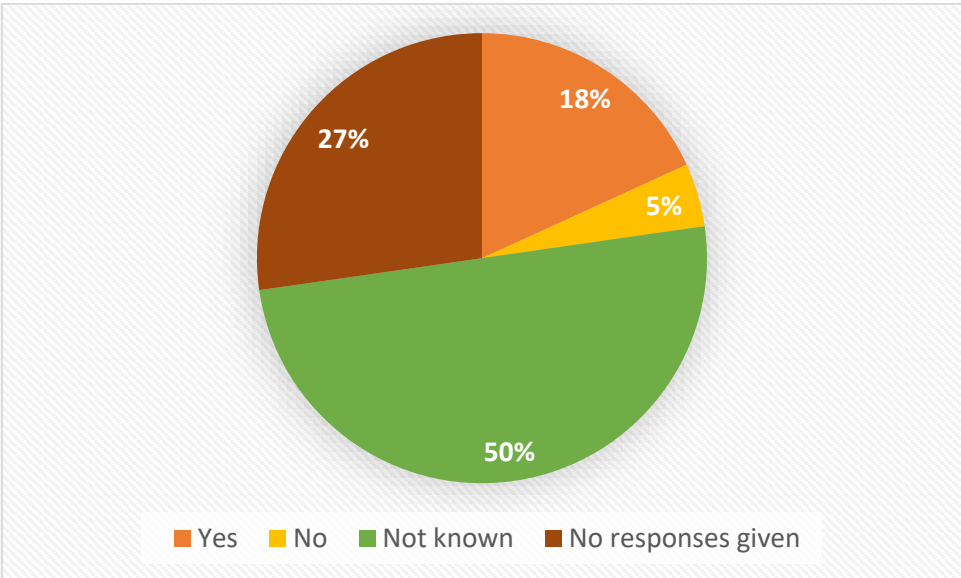
**If yes, please specify:**

15 Respondents referred in detail to their respective national laws. It is of interest to note that the answers were related to the rules on recusal of judges or judicial conduct of judges, rather than elaborating on rules mitigating conflict of interests between foreign parties and States. A respondent specifically refers to its judicial codes of conduct for judges.

8. Since 2015, have there been any reported cases of judicial corruption in relation to international civil or commercial cases:



9. Would your State agree that nothing in the Convention prevents it from being used to settle contractual disputes between foreign investors and States, under an exclusive choice of court agreement (i.e., disputes not covered by any investment protection agreements or treaties, and / or to be settled under the exhaustion of local remedies rule):



If not, please explain:

16 Several respondents mentioned that the 2005 Choice of Court Convention applies only to civil and commercial matters. Contractual disputes between foreign investors and States may often have a public law character (at least partially), for instance where the State acted within its sovereign powers. Therefore, the nature of the dispute would be a defining element for the assessment of the applicability of the Convention and the Convention would only apply as long as the dispute is on a civil and commercial matter. It was also

highlighted that only the CJEU has the final word on the interpretation of the Convention as far as the EU Member States and Union institutions are concerned.

**10. Please attach a copy of any rules or conditions relating to transfer of proceedings to another court within your State:**

- 17 Respondents referred in detail to their respective national laws. Some of the most common rules or conditions for transfer include situations where (1) the adjudication of the action falls within the competence or jurisdiction of another court, (2) recusal or removal of the judges or their replacement in the same court is impossible, (3) there is *lis pendens* or consolidation of legal actions, (4) while different legal actions are submitted to different judges, since these actions are connected, they can be judged in a single trial. It is observed that these rules or conditions are of general nature and not confined to international cases.
- 18 The EU noted that the Brussels Ia Regulation<sup>9</sup> does not contain rules on transfer of proceedings to other courts. However, to enhance the effectiveness of exclusive choice-of-court agreements and to avoid abusive litigation tactics, the Brussels Ia Regulation includes an exception to the general *lis pendens* rules in order to deal satisfactorily with a particular situation in which concurrent proceedings may arise. This is the situation where a court not designated in an exclusive choice-of-court agreement has been seised of proceedings and the designated court is seised subsequently of proceedings involving the same cause of action and between the same parties. In such a case, the court first seised should be required to stay its proceedings as soon as the designated court has been seised and until such time as the latter court declares that it has no jurisdiction under the exclusive choice-of-court agreement. This is to ensure that, in such a situation, the designated court has priority to decide on the validity of the agreement and on the extent to which the agreement applies to the dispute pending before it. The designated court should be able to proceed irrespective of whether the non-designated court has already decided on the stay of proceedings. This exception does not cover situations where the parties have entered into conflicting exclusive choice-of-court agreements or where a court designated in an exclusive choice-of-court agreement has been seised first. In such cases, the general *lis pendens* rule of this Regulation should apply.
- 19 Therefore, under the Brussels Ia Regulation (Recital 22 and Art. 31(2)), it is possible, where there is an exclusive jurisdiction agreement in favour of the second seised court, that the first seised court stays its proceedings unless and until the chosen court declares that it has no jurisdiction under the agreement.
- 20 Notably, there are no similar provisions in the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (Lugano Convention).

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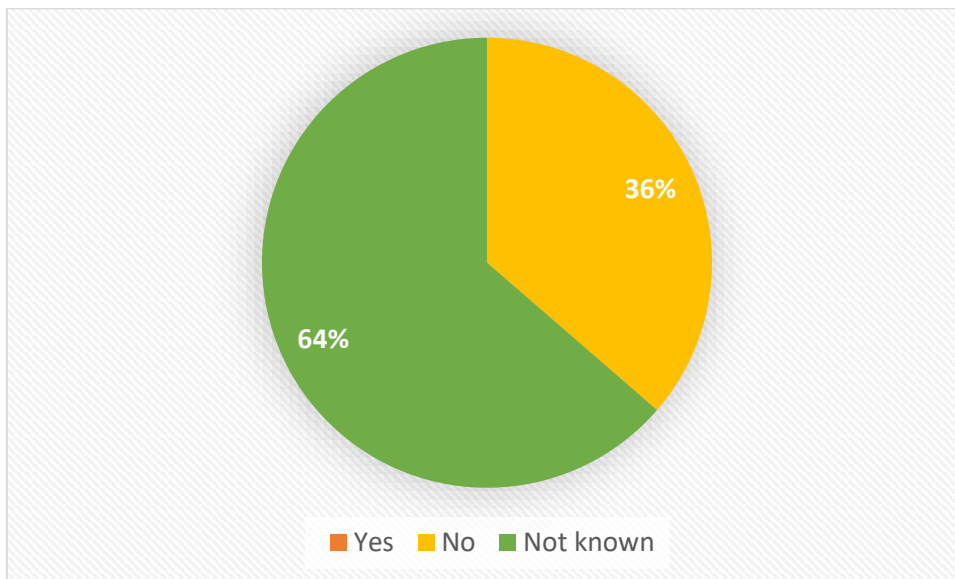
<sup>9</sup> Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.



**11. Please attach a copy of your State’s domestic law or rules regarding the “registration” / “exequatur” of a judgment for the purpose of recognition and enforcement. Please also share the general timeline for completing such “registration” / “exequatur” procedures:**

- 21 Respondents referred in detail to their respective national laws. It is noted that in the intra-EU relations under the Brussels Ia Regulation, exequatur proceedings have been abolished. However, the exequatur procedure is still required under the Lugano Convention. In the absence of any EU-level harmonisation of the recognition and enforcement of third-country judgments, the exequatur procedure may also be required by national law of the Member States for third-country judgments.
- 22 Respondents with common law background generally noted that foreign judgments in civil or commercial matters may be enforced under either statutory registration scheme or at common law. Broadly speaking, finality of judgment by a competent court would be a common condition.
- 23 With respect to the timeline for completing registration / exequatur procedures, no general timeline had been provided by all the other respondents. The EU however remarked that such timeline differs throughout the Union.

**12. Would your State consider the HCCH 1931 [*Protocole pour reconnaître à la Cour Permanente de Justice Internationale la compétence d’interpréter les Conventions de La Haye de droit international privé*] to be in force:**



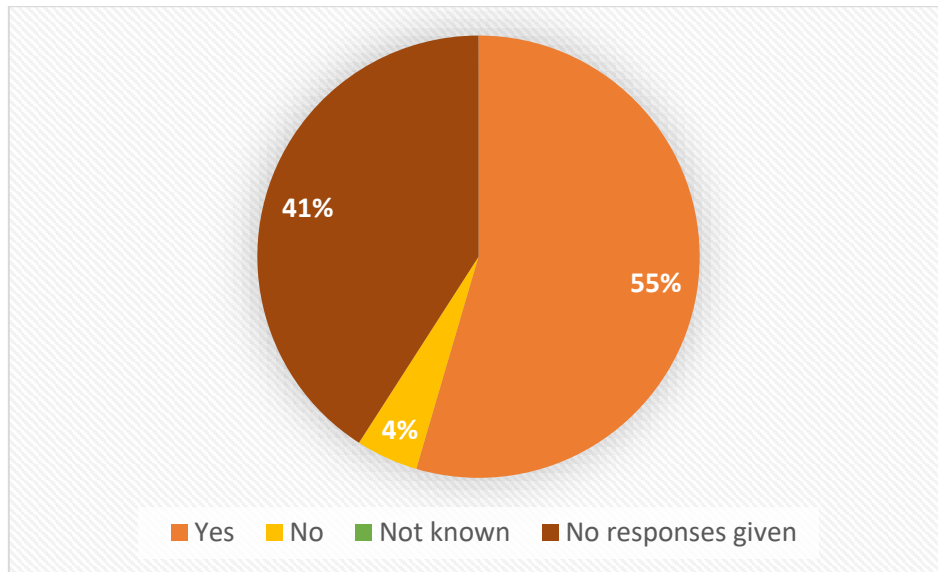
**13. Please provide below any suggestions you may have which would assist the PB in encouraging more States to join the Convention (e.g., assistance in drafting policy briefs; organisation of judicial roundtables, seminars or conferences; preparation of case law digests):**

- 24 The vast majority of respondents agreed with the examples given in the question. It was suggested to offer such activities to different stakeholders, such as to students by the inclusion of the Convention in the academic programmes of universities, to judges or practitioners by special courses organised by the HCCH or National Organs. It was also

suggested that contests or research assignments be organised to discuss the merits of the Convention but with a link to other substantive fields, such as Intellectual Property.

25 Several respondents mentioned the importance of raising awareness on the Convention and sharing good practices on its application by, for example, organising seminars / conferences on the benefits of the Convention, and providing assistance in drafting implementing legislation.

**14. Would your State support the establishment of an online database of case law relevant to the application of the Convention:**



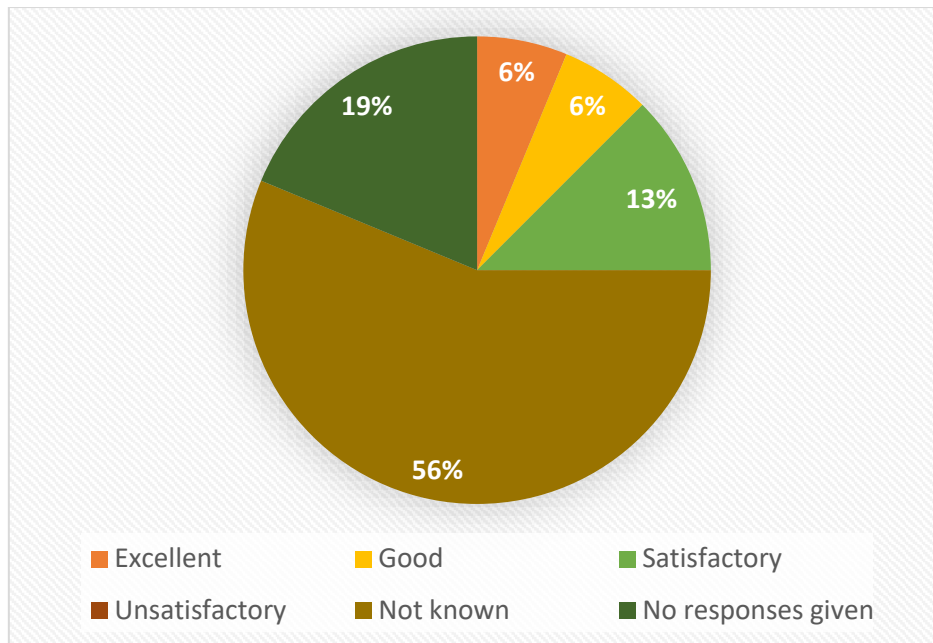
**15. Are there any specific topics or practical issues that your State would like to be addressed at the HCCH a|Bridged Edition 2021:**

26 In response to this question, certain non-Contracting Parties suggested the following topics or issues:

- the relationship between the Convention and the 2019 Judgments Convention;
- preparation of a valid choice of court agreement and model choice of court agreement (or clauses) in a contract;
- choice of court clauses and cross-border online commerce and activity. Israel, for example, stated that “[i]n some cases, such clauses are not limited to consumer transactions so the Convention might arguably apply. This could be controversial as there could be significant bargaining power gaps between the disputing parties. It could be interesting to share experiences, case law and best practices between member and non-member states to the Convention.”

## II. Contracting Parties

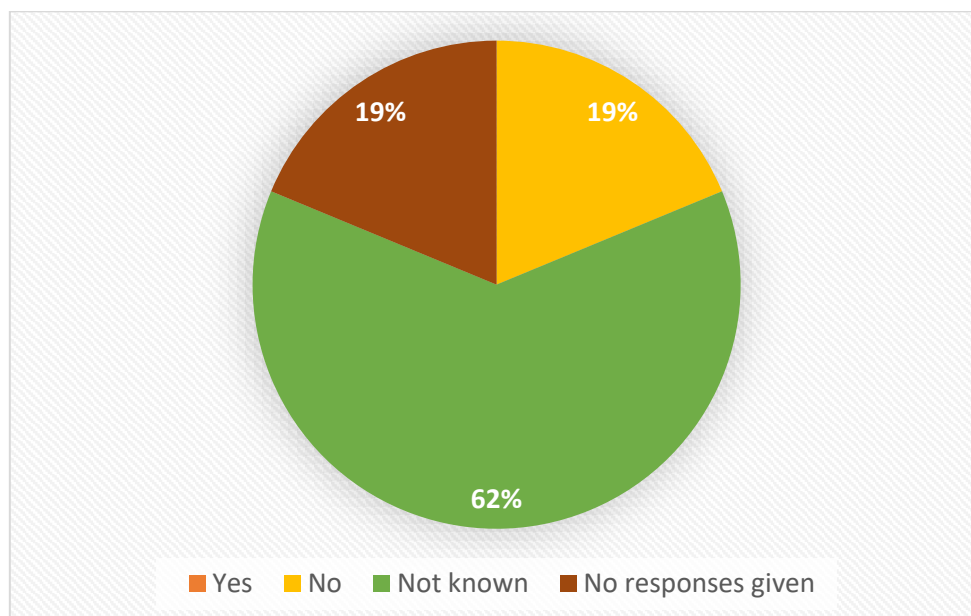
16. How is the general operation of the Convention rated in your State:



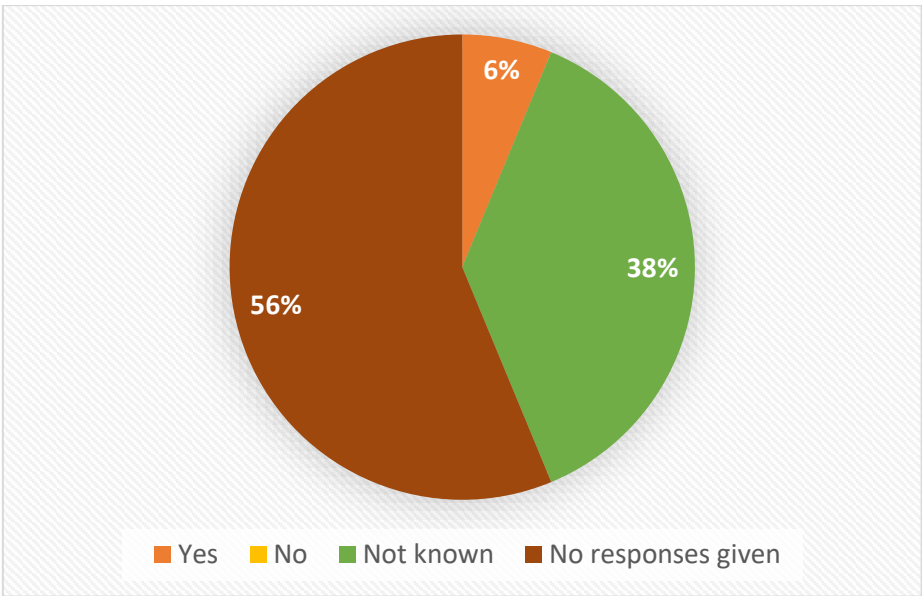
Additional comments, if any:

27 Several respondents stated that it is too premature to assess the operation of the Convention given the relatively short period of time since the Convention's entry into force.

18. Have the courts in your State encountered difficulties in the application or interpretation of the Convention:

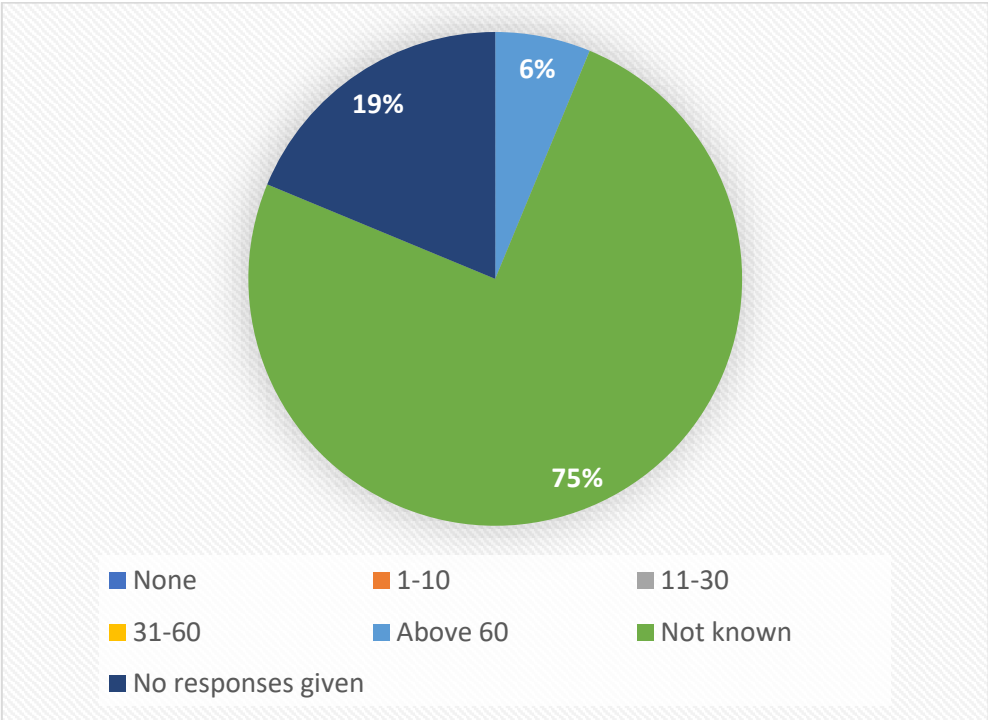


19. Would your State agree with the view that finding a choice of court agreement “null and void” as outlined in Articles 5(1) and 6(a) extends to issues of formation and consent (see reference in the Explanatory Report on the Convention, paras 94, 110-114, 125, 126 and 149):



28 A few respondents stated that the CJEU has the final word on the interpretation of the Convention, as far as EU Member States and Union institutions are concerned.

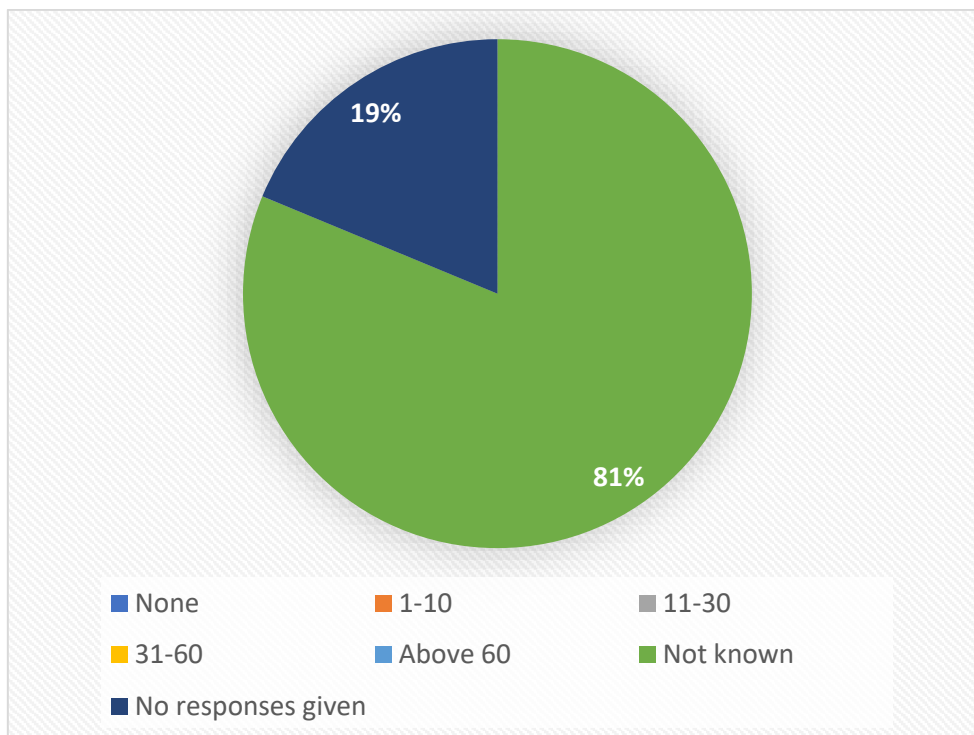
20. In the last five years, in how many cases of a civil or commercial nature and involving foreign parties has your State (including a government, a governmental agency or any person acting for your State) been involved:



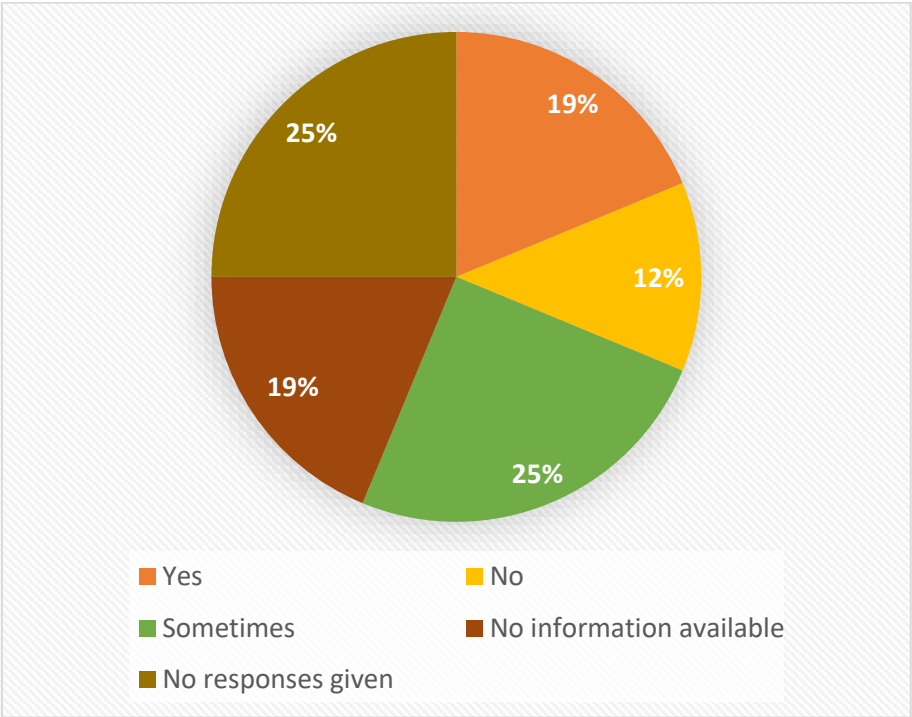
**What were the subject matters of the cases:**

- 29 Certain respondents answered that, in the EU, in the absence of a specific choice-of-court agreement in a contract concluded by or on behalf of the Union, the Union institutions may be involved in proceedings before the national courts pursuant to Article 274 TFEU. The overall number of such cases, where the Union institutions or its personnel and foreign parties were involved, is not known.
- 30 With regard to actions brought before the General Court of the EU pursuant to Article 272 TFEU in situations where a choice-of-court agreement to the benefit of the Union courts was concluded by or on behalf of the Union, responses showed that if a clause included in the contract confers the exclusive right on the CJEU to hear and determine disputes concerning a contract, courts in EU Member States must decline jurisdiction. As mentioned above, such choice-of-court clauses are included not only in numerous rental or insurance agreements or agreements for the purchase of movable or immovable property, but are also used to directly implement some of the EU policies (grant agreements, subsidies and aids, development assistance, etc.). The number of cases decided under choice-of-court agreements pursuant to Article 272 TFEU is increasing. It is estimated that the General Court dealt with over 80 cases concerning said Article in the last five years. However, it should be highlighted that the actions under Article 272 TFEU cover not only contracts governed by private law but also contracts governed by public law. Most of these contracts are also concluded with parties resident in the EU rather than parties from third countries.

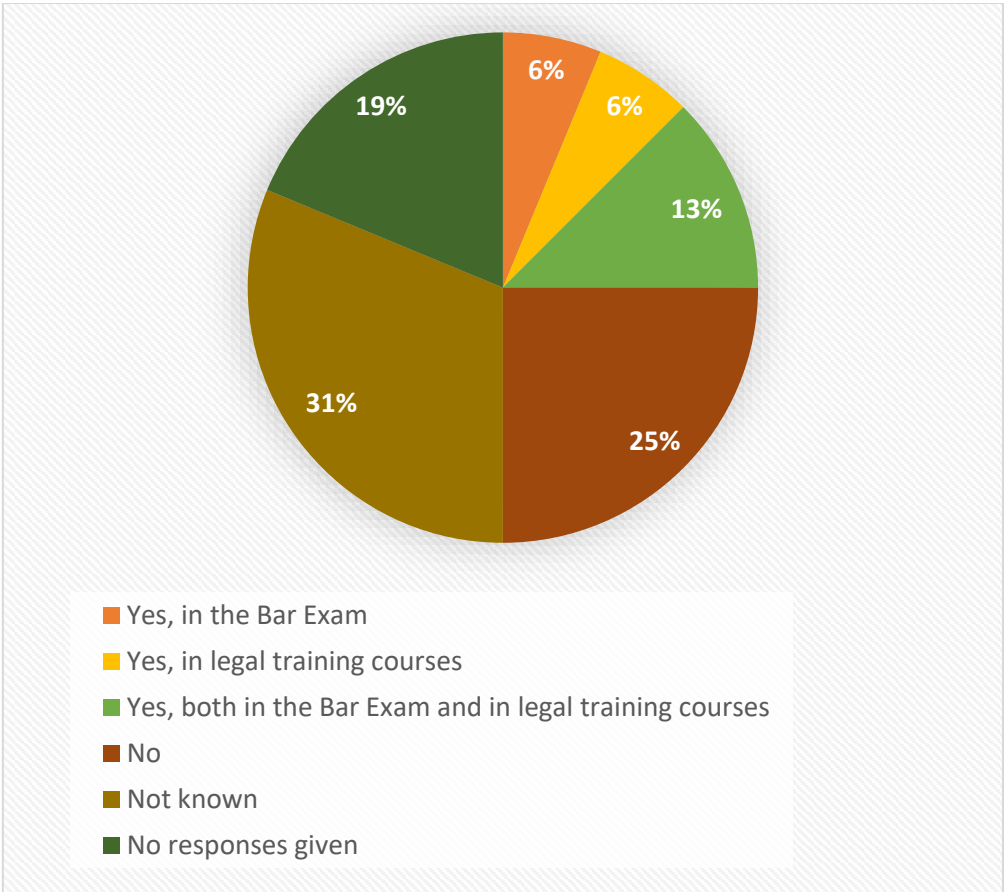
**21. In how many of those cases was there an exclusive choice of court agreement:**



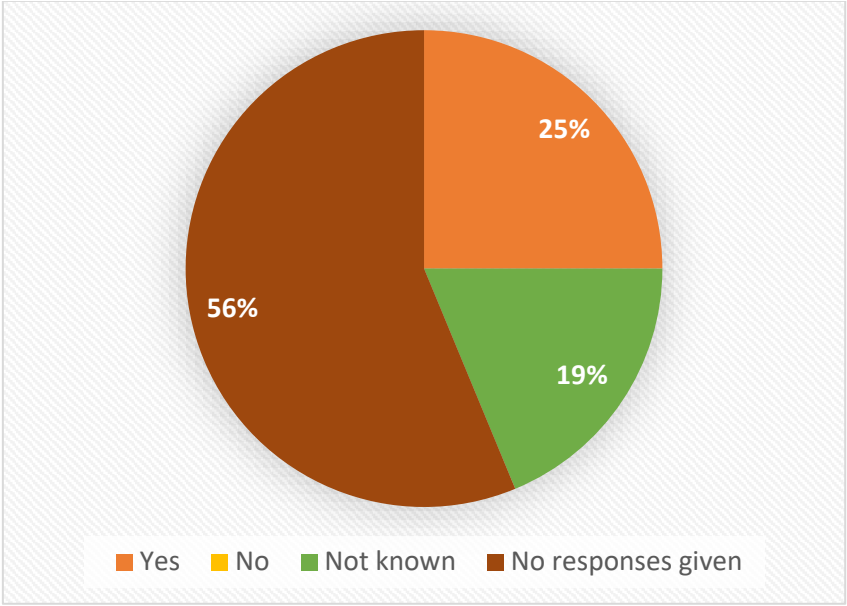
22. Is the Convention included in the curricula of judicial training or equivalent professional development schemes for judges in your State:



23. In the Bar Exam or in legal training courses for lawyers, solicitors or barristers, are the participants required to demonstrate knowledge about the Convention:



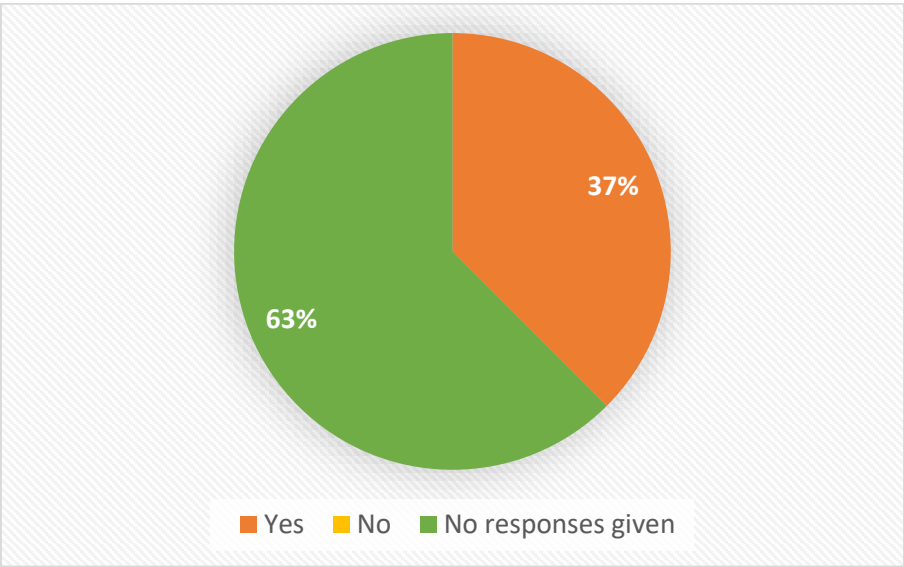
24. Would your State support efforts by the PB, in cooperation with institutions representing legal operators and businesses, to develop model dispute clause(s) for the application of the Convention: If yes, please specify any particular preferences:



31 While considering that such ready-to-use model dispute clause(s) could potentially facilitate international business dealings, several respondents suggested that the PB first examine whether there is a real need for such model dispute clauses(s) in practice, in particular, because choice-of-court clauses are rather commonplace in international business dealings; the Convention leaves the conditions for the possible nullity of the choice-of-court clauses to national law (Art. 5), and the formal requirements for such clauses under Article 3 of the Convention are rather minimal.

32 They also recalled that such efforts should not require significant resources from the PB.

25. Would your State support the creation of a country profile to be published on the HCCH website:



If yes, please specify any particular information to be included (multiple boxes can be checked):



If other, please specify:

33 Several respondents stressed that any future work on the creation of country profiles should not require significant resources from the PB and the HCCH Members, or at the expense of other projects currently being developed under the umbrella of the HCCH.

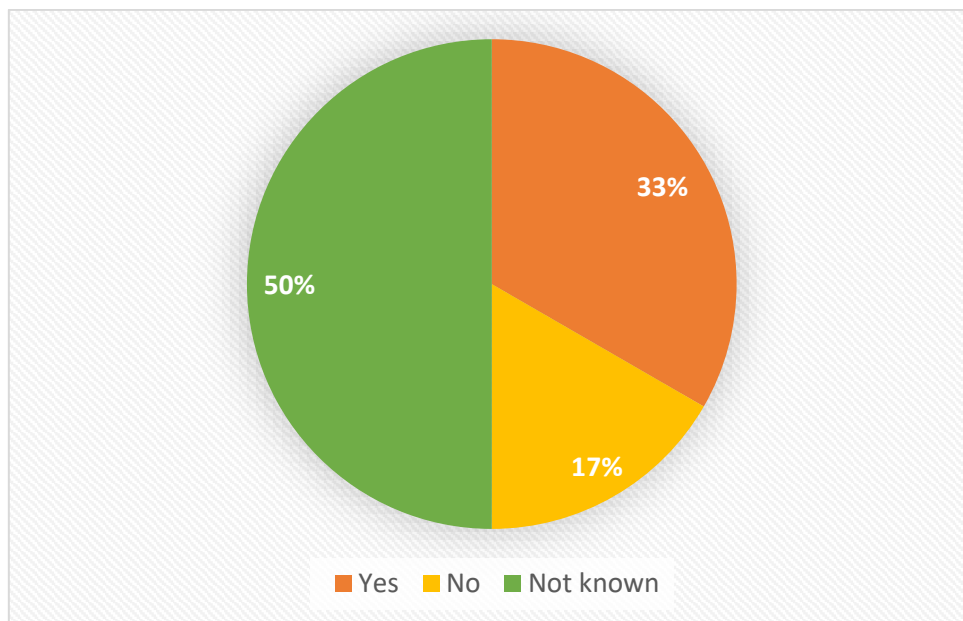
34 However, should such country profiles be considered, the respondents indicated that they should be tailor-made for the purposes of the Choice of Court Convention in order to



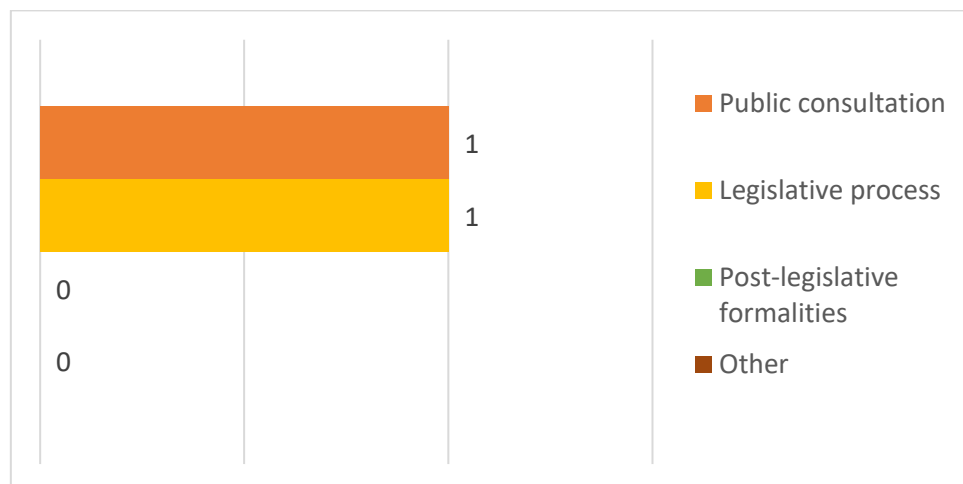
ensure added value and should include information strictly relevant for the purposes of the Convention (for instance, indicating which courts are competent to deal with exequatur proceedings or indicating the possible time-limits for the recognition and enforcement of judgments, or indicating the circumstances under which the choice-of-court agreements would be considered null and void under the law of each Contracting State in the context of Art. 5).

### III. Non-Contracting Parties

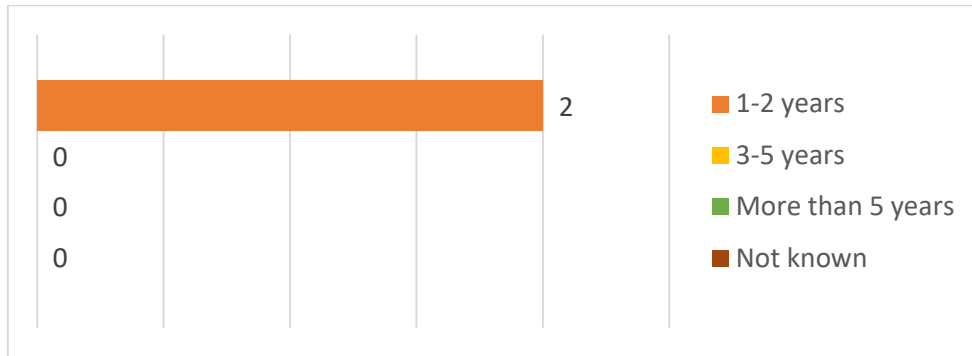
16. Does your State plan to become a Contracting Party to the Convention over the coming five years:



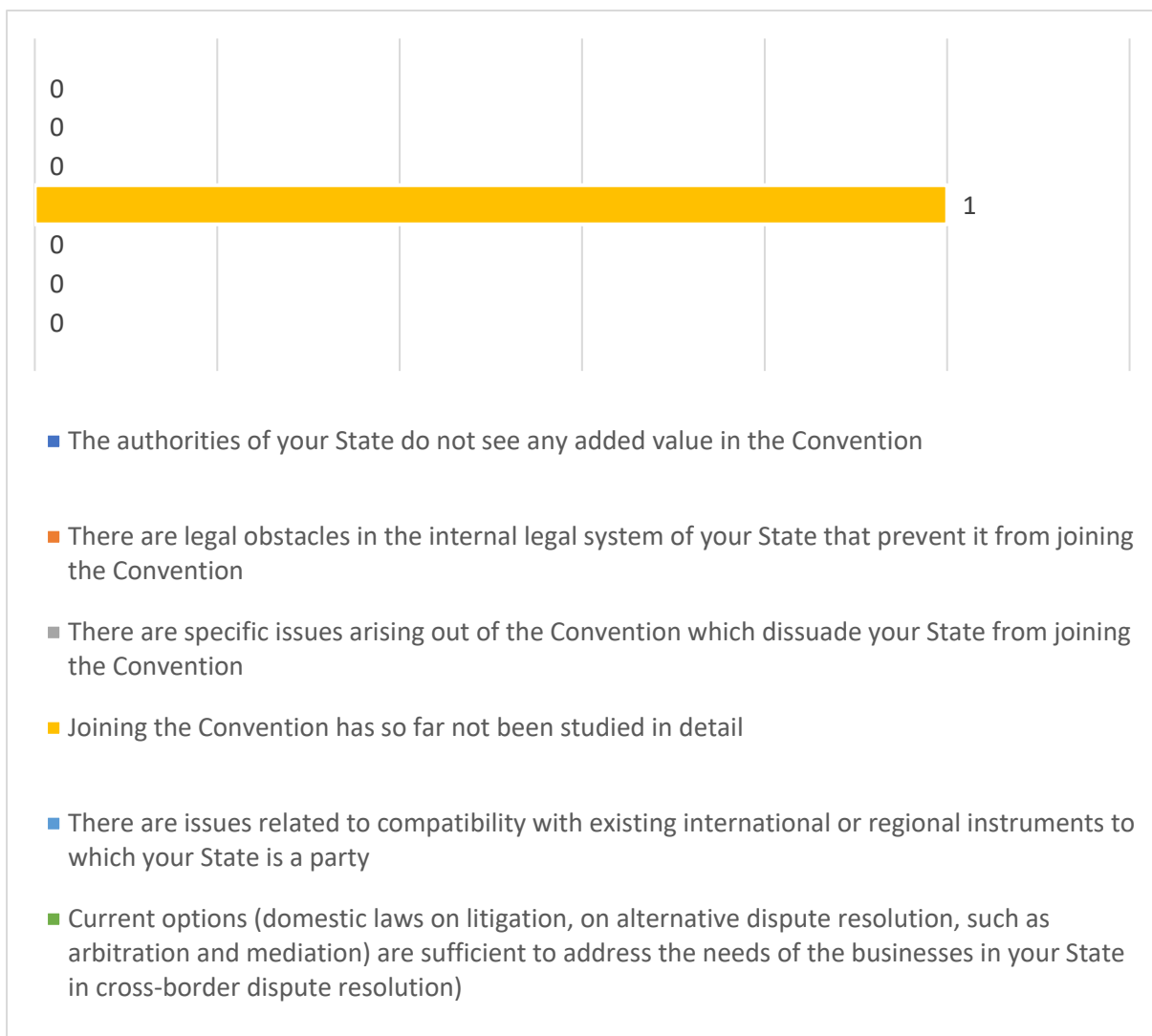
At what stage of the process of joining the Convention is your State:



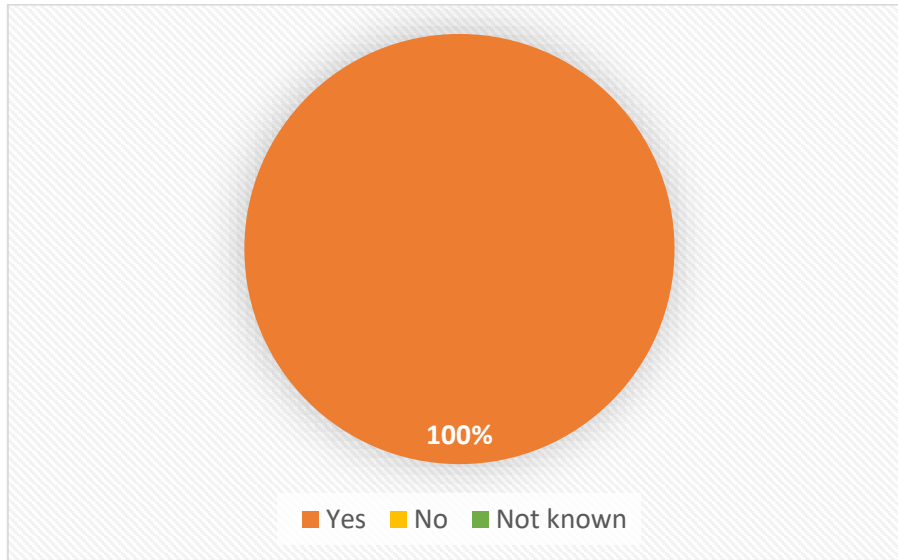
**What is expected timeline to complete the process:**



**Are any of the following considerations relevant for your State in deciding whether or not to join the Convention (multiple boxes can be checked):**

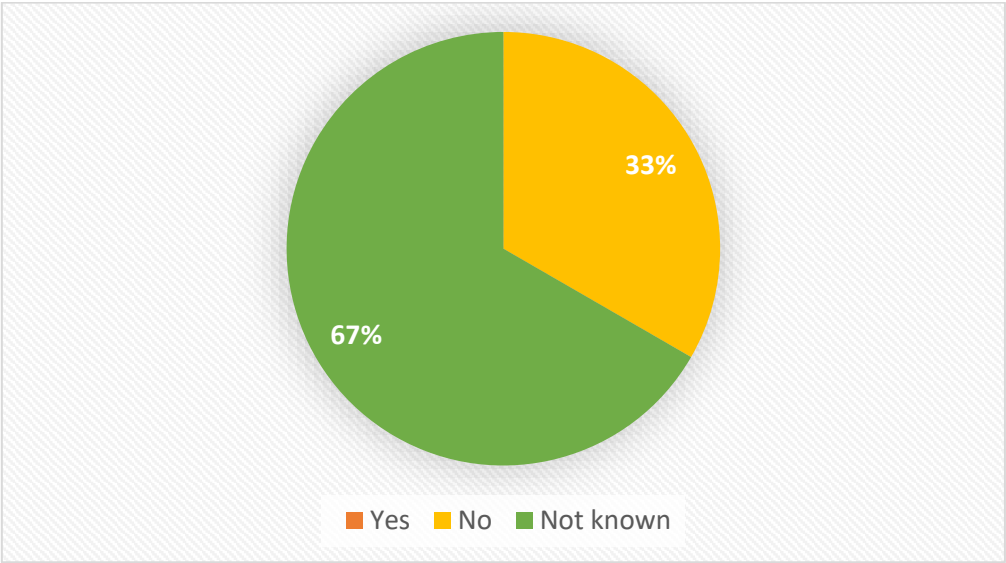


17. Do the courts of your State generally give effect to exclusive choice of court agreements:

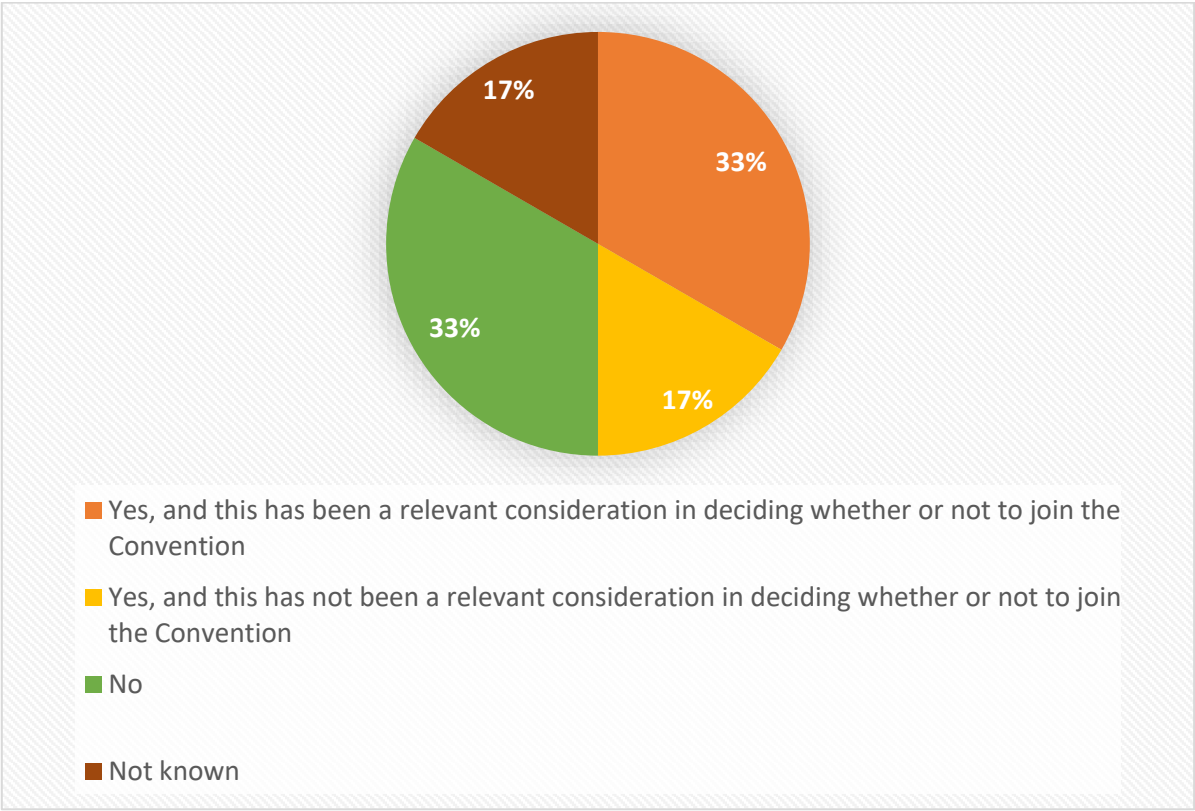


- 35 In the response from the People’s Republic of China, “[according to] Civil Procedure Law of the People’s Republic of China Article 34[,] Parties to a dispute over a contract or any other right or interest in property may, by a written agreement, choose a people’s court at the place of domicile of the defendant, at the place where the contract is performed or signed, at the place of domicile of the plaintiff, at the place where the subject matter is located or at any other place actually connected to the dispute to adjudicate the dispute, but the provisions of this Law regarding hierarchical jurisdiction and exclusive jurisdiction shall not be violated”.
- 36 In the response from Viet Nam, “Vietnamese laws allow parties to choose a foreign court to settle their disputes in some foreign-related civil cases: e.g.,[,] contractual disputes in maritime issues. In these circumstances, the Vietnamese court has to refuse to accept the case in accordance with Article 472(1)(a) Civil Procedure Code [(CPC)]. Moreover, Article 470(1)(c) CPC provides for the exclusive jurisdiction of Vietnamese court:
- ‘Another civil case which the parties are entitled to select the Vietnamese court to settle in accordance with Vietnamese law or a treaty to which the Socialist Republic of Vietnam is a contracting party and they agree to select the Vietnamese court to settle’.”
- 37 In the response from Israel, “[t]he courts of Israel generally give effect to exclusive choice of court agreements. Pursuant to Section 7(a) of the Civil Procedure Regulations, 5779-2018, local jurisdiction is determined in accordance with a choice of court agreement, if there is one. However, the court may choose to exercise or decline jurisdiction contrary to a choice of court agreement under certain special circumstances, in accordance with the arguments raised by the parties, as set out in case law. These include cases in which there is a substantial fear of a lack of a fair trial or injustice in the chosen court (PCA 165/60 *Moshe v. Union* (18/3/1963)). A choice of court agreement might also be disregarded if it is part of a standard form contract and is found by the court to be an unfair contract term (PCA 5860/16 *Facebook v. Ben Hamo* (31/5/2018))”.

18. Is the subject matter of the Convention a relevant reason for your State in not joining the Convention:



19. Does the domestic law of your State require a sufficient connection between the parties / the dispute and your State when parties select your State's courts in a choice of court agreement:



If yes, please specify the rules and how these rules are applied in practice:

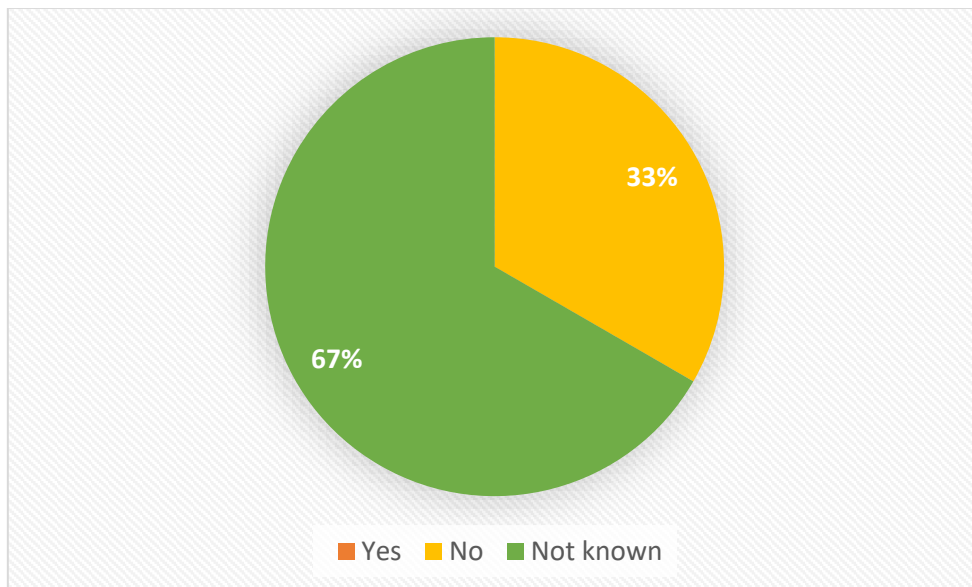
38 According to the response from the People's Republic of China: pursuant to Article 34 of Civil Procedure Law of the People's Republic of China, parties may choose the court by a written agreement which is at the place of domicile of the defendant, at the place where

the contract is performed or signed, at the place of domicile of the plaintiff, at the place where the subject matter is located or at any other place actually connected to the dispute. However, the “actual connection” is interpreted liberally in Chinese judicial practice, not equivalent to “sufficient connection”.<sup>10</sup>

39 In the response from Viet Nam: CPC has no provision specifically requiring the connection between the parties / the dispute and Viet Nam when selecting a Vietnamese court in a choice of court agreement. However, Article 469 CPC provides for general jurisdiction of Vietnamese court which sets the requirement that the dispute must have some relations to Viet Nam (defendant’s habitual residence, defendant’s property, subject matter is a property or a work in Viet Nam, the dispute affecting the rights and obligations of persons in Viet Nam...). Hence, a majority of practitioners and judges share the same view that the Vietnamese court may refuse to accept the case even when a choice of court agreement selecting the Vietnamese court exists. The problem is that after the Vietnamese court is chosen, the jurisdiction becomes exclusive, and the Vietnamese court will not deny its exclusive jurisdiction (Art. 470(1)(c) CPC). The controversy should be eliminated, especially when Viet Nam decides to accede to the Convention.

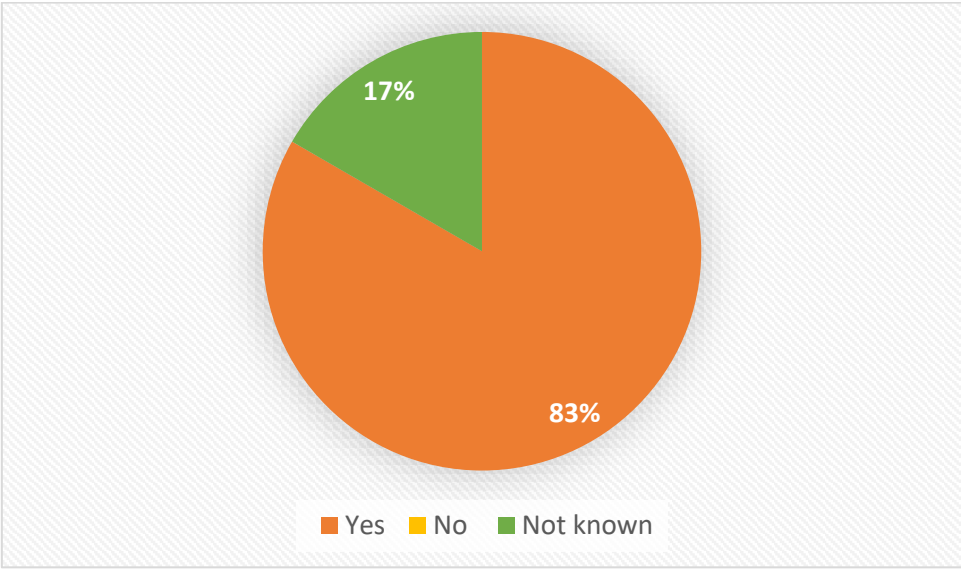
40 The response from Israel stated that courts in Israel can acquire jurisdiction according to process of service performed outside the State, which can be based on a choice of court agreement between the parties pursuant to Section 166(1) of the Civil Procedure Regulations, 2018. Nevertheless, the court may decline jurisdiction if it deems itself not to be the proper forum for proceedings, in accordance with the *forum non conveniens* doctrine. The court may take into consideration the connection between the parties and the dispute to Israel.

**20. Are there any cases in your State which refused to recognise or enforce a foreign judgment in which the court’s jurisdiction was based on an exclusive choice of court agreement:**

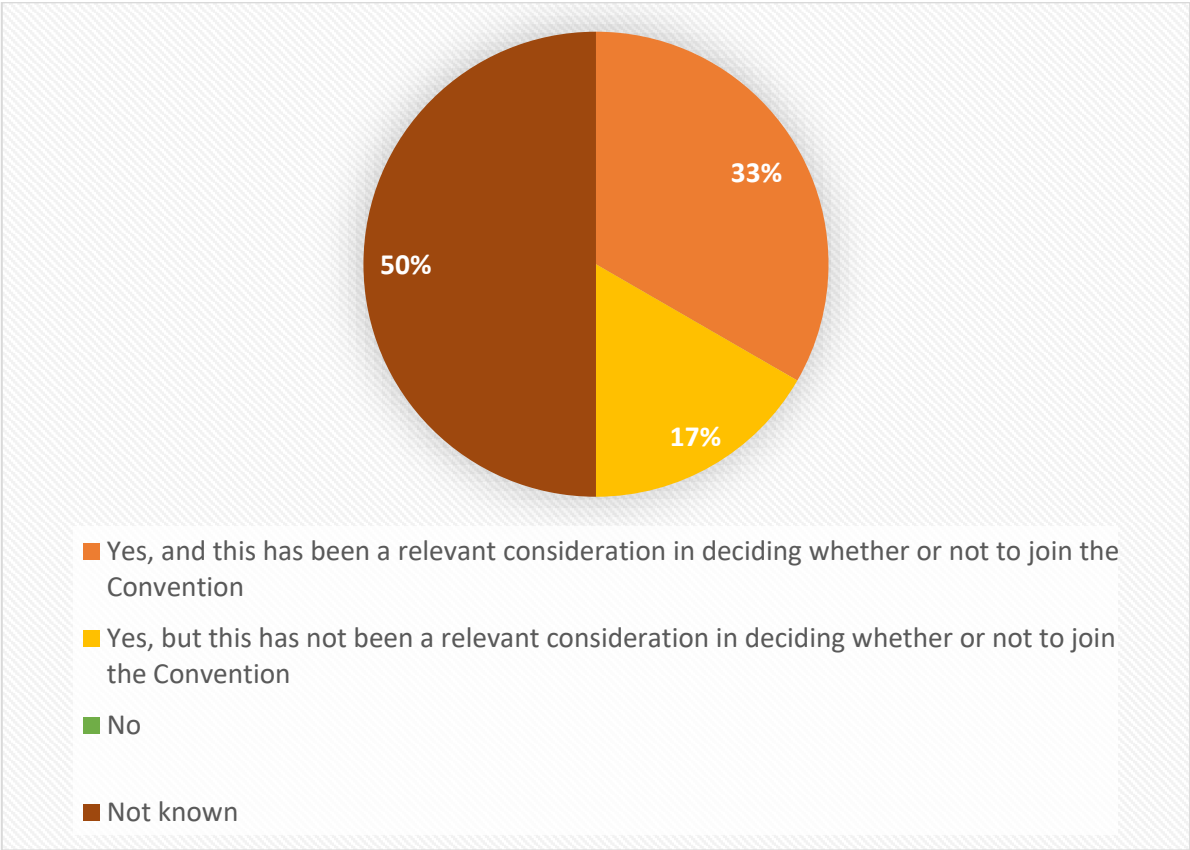


<sup>10</sup> People’s Republic of China.

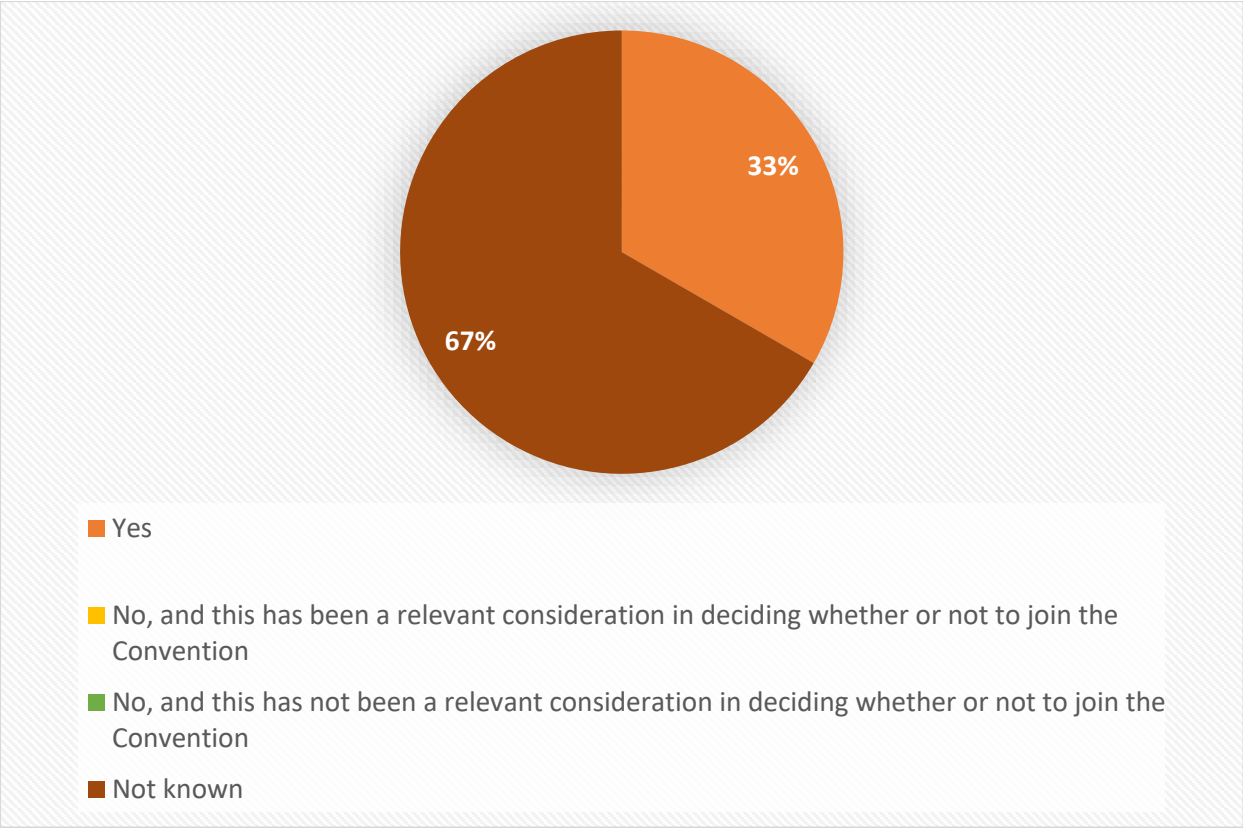
21. Do the grounds for refusal provided in the Convention align with your State's domestic rules for recognition and enforcement of foreign judgments:



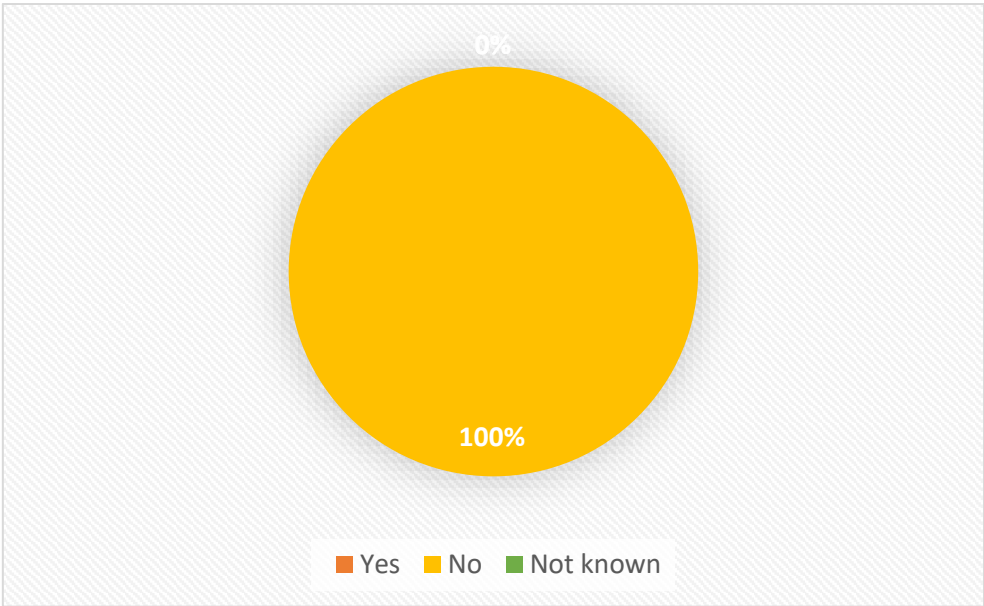
22. Would your State be concerned about enforcing a judgment for exemplary or punitive damages:



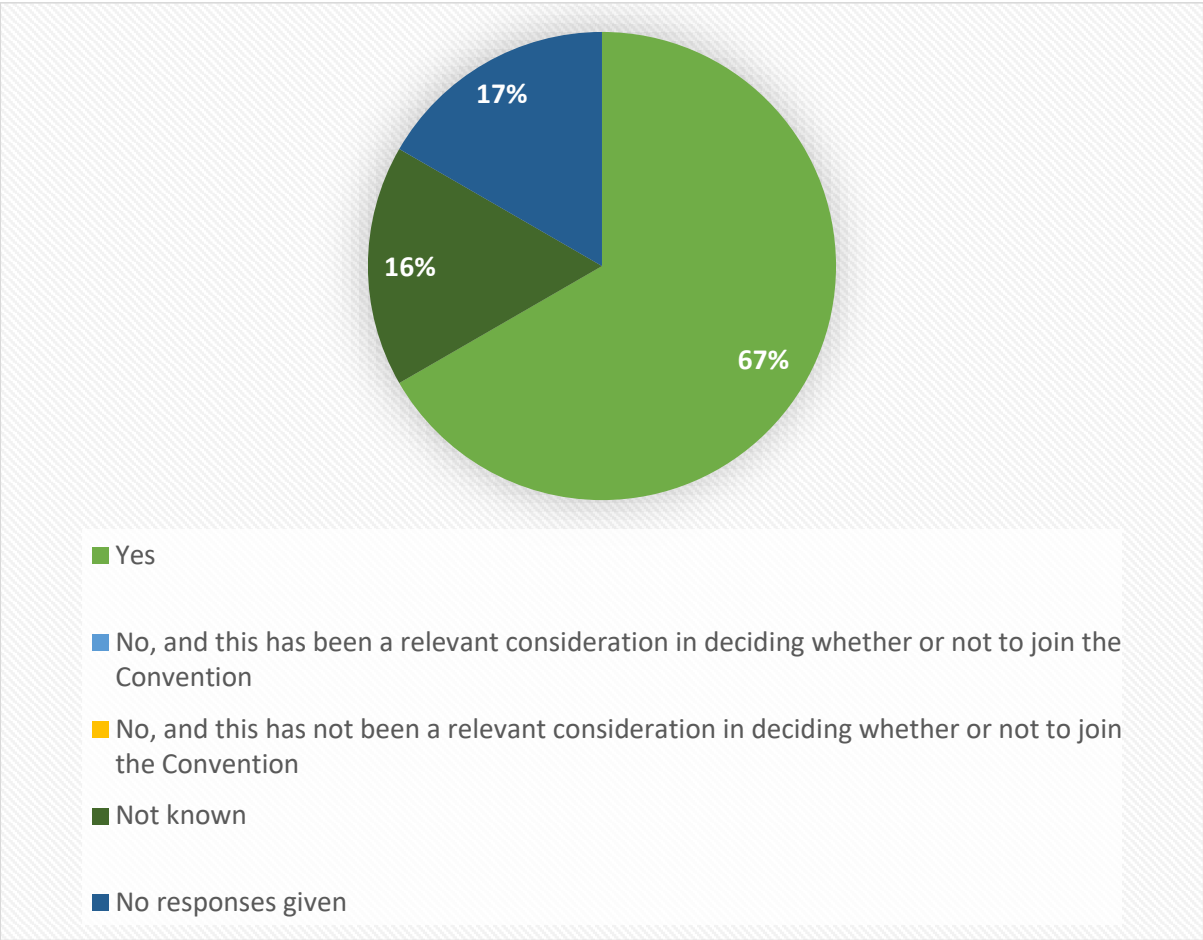
23. Is your State satisfied that the appropriate court to determine the existence, validity or scope of a choice of court agreement is the court putatively chosen in the agreement (see reference in the Explanatory Report on the Convention, paras 94, 125, 126 and 149):



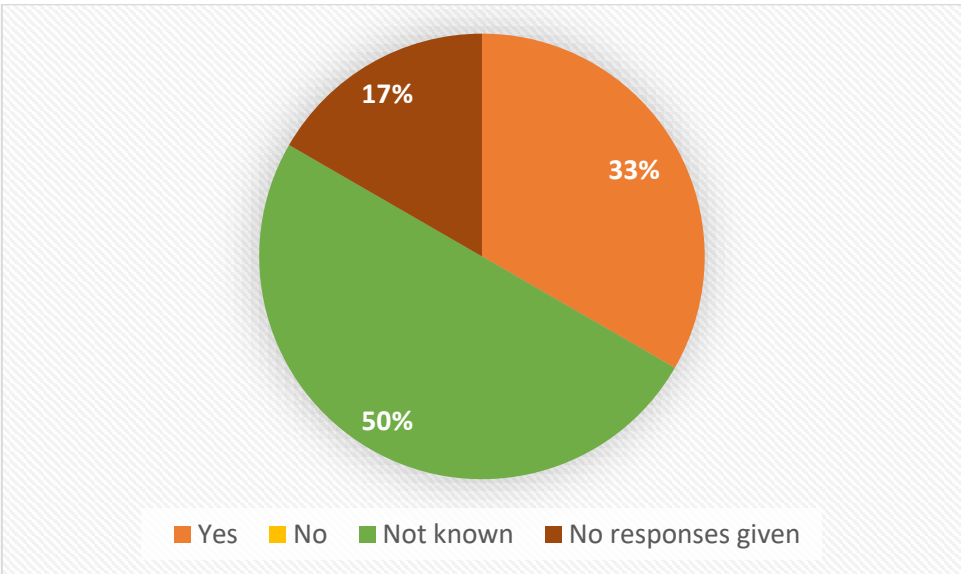
24. Has your State faced, or is likely to face, challenges with joining the Convention due to the non-unified legal system of your State:



25. As a matter of your State's domestic law, is there a general presumption that a choice of court agreement is exclusive:



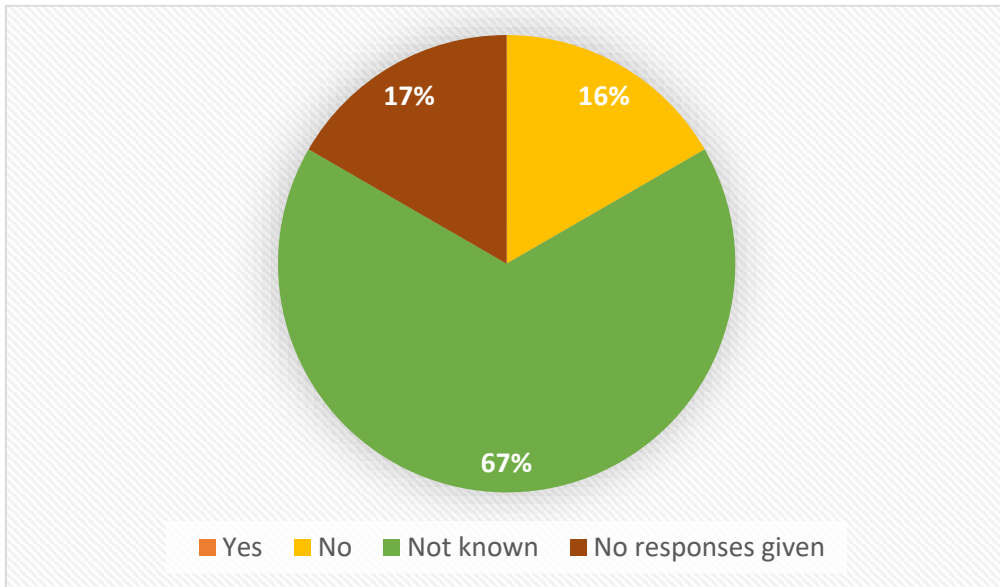
26. As a matter of domestic law, do the courts of your State generally give effect to asymmetric choice of court agreements (i.e., choice of court agreement is exclusive as regards proceedings brought by one party but not as regards proceedings brought by the other party, see reference in the Explanatory Report on the Convention, paras 105 and 106):



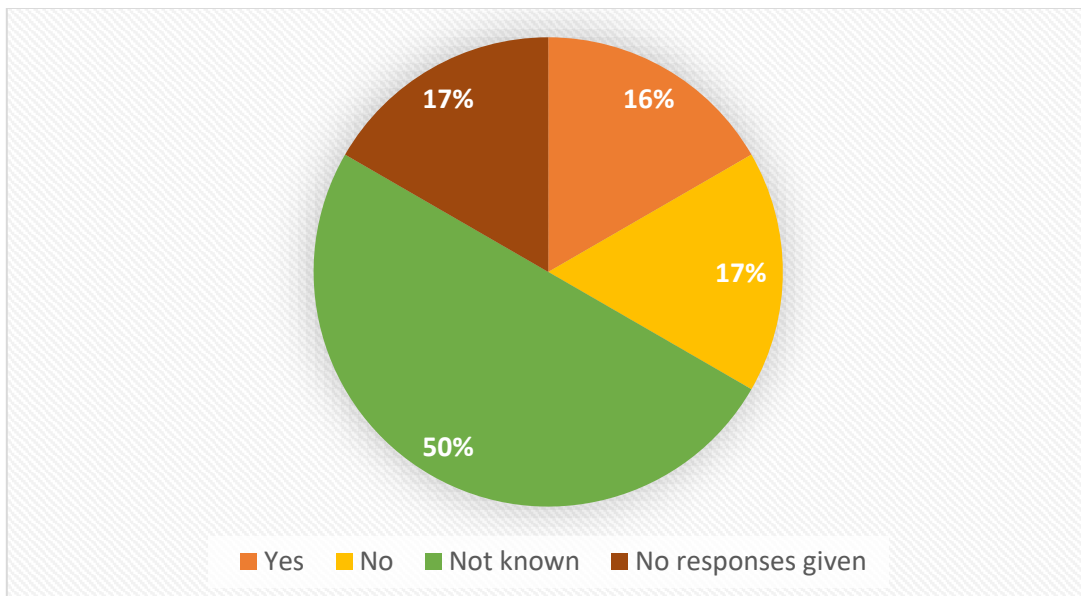


41 One respondent stated that although the nullity issue of such agreements is not explicitly dealt with under their national law, in practice the court would give effect to an asymmetric jurisdiction agreement as long as it does not violate mandatory provisions of law and it is the true intention of the parties.

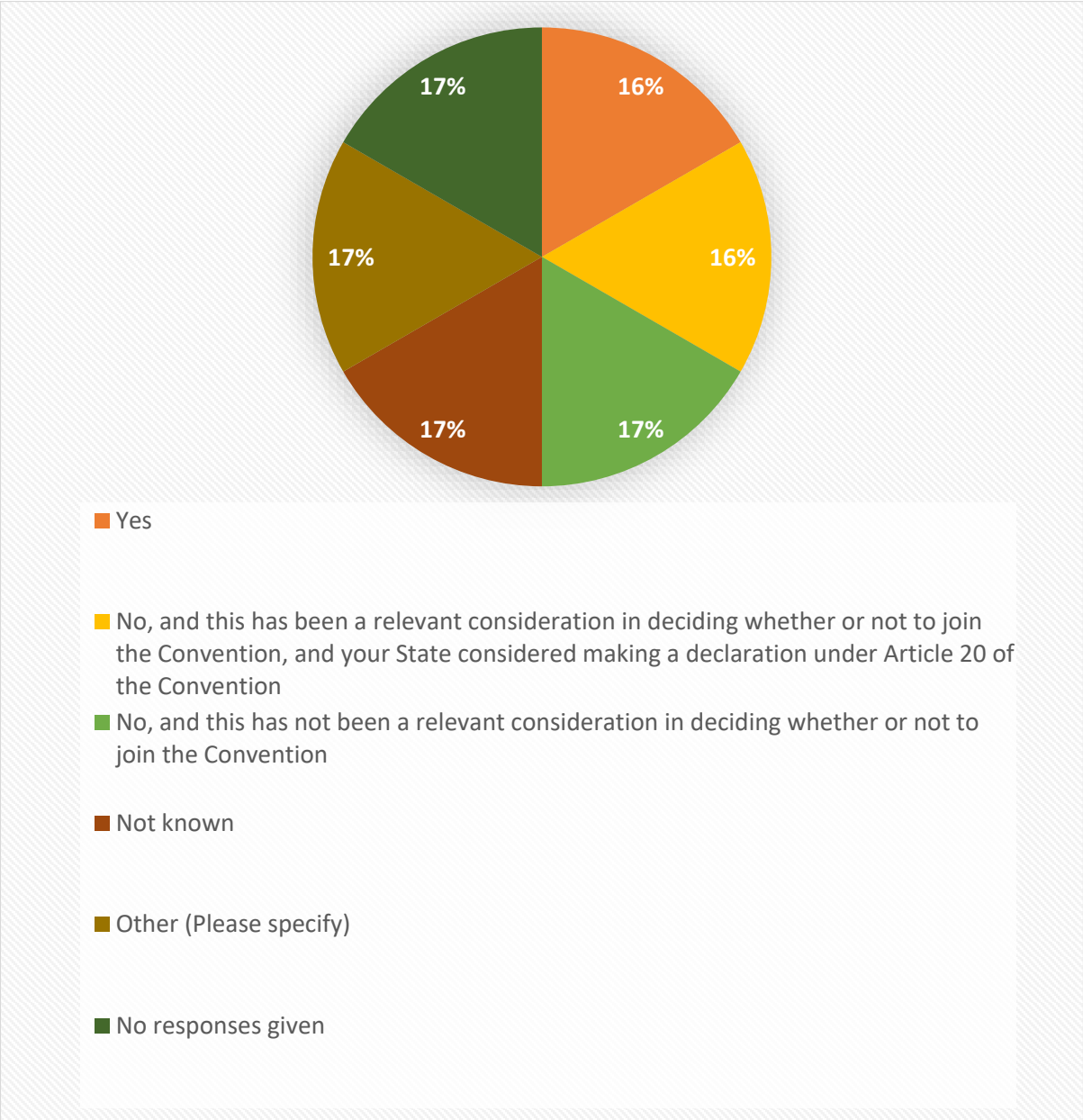
27. Are there any cases in your State in which the court established its jurisdiction despite an exclusive choice of court agreement designating courts of another State:



28. In deciding whether or not to join the Convention, has your State considered making a declaration under Article 19 of the Convention, i.e., that your State's courts may refuse to determine disputes if, except for the location of the chosen court, there is no connection between your State and the parties or the dispute:



29. As a matter of your State’s domestic law, would your State’s courts recognise or enforce a judgment rendered by a chosen court where all elements of the dispute are connected with your State and there is no connection with the chosen court other than the parties’ choice of court agreement:



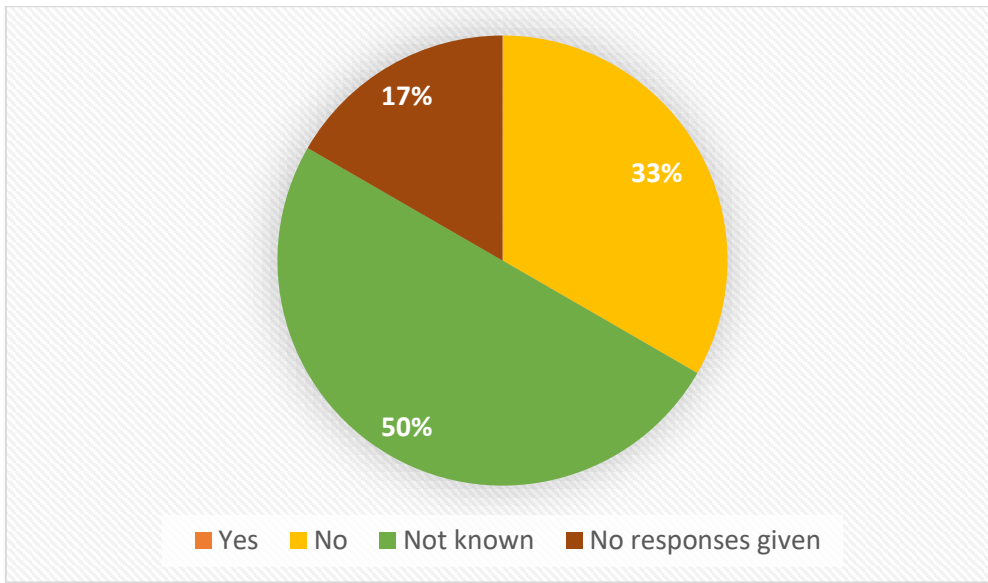
**Please provide any further relevant details:**

42 Pursuant to Article 34 of the Civil Procedure Law of the People’s Republic of China, parties may only choose the court actually connected to the dispute. As for the International Commercial Court, Article 2 of the Provisions of the Supreme People’s Court on Several Issues Regarding the Establishment of the International Commercial Court reaffirms that the International Commercial Court may accept cases when the parties choose the jurisdiction of the Supreme People’s Court according to Article 34 of the Civil Procedure Law. Thus, recognising or enforcing a judgment rendered by a chosen court without actual connection to the dispute might violate the provisions of a choice of court agreement in the People’s Republic of China.

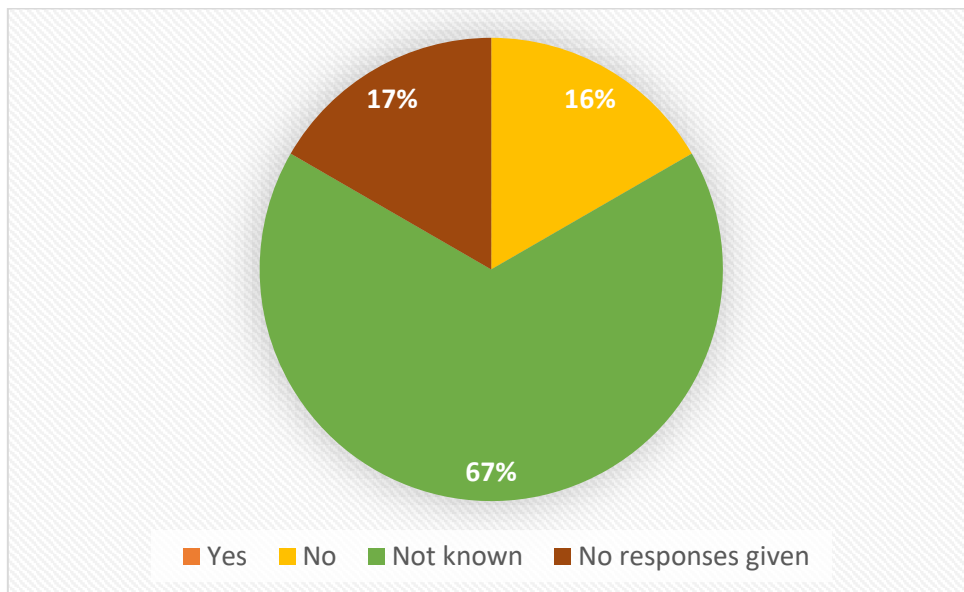
43

In Viet Nam, Articles 439 and 440 of CPC on the grounds of refusal of recognition and enforcement of foreign judgments do not cover this ground, thus a foreign judgment can still be recognised and enforced in Viet Nam. However, as stipulated above, if the choice of court agreements violate the exclusive jurisdiction of Vietnamese courts, the foreign judgments will not be recognised or enforced in Viet Nam.

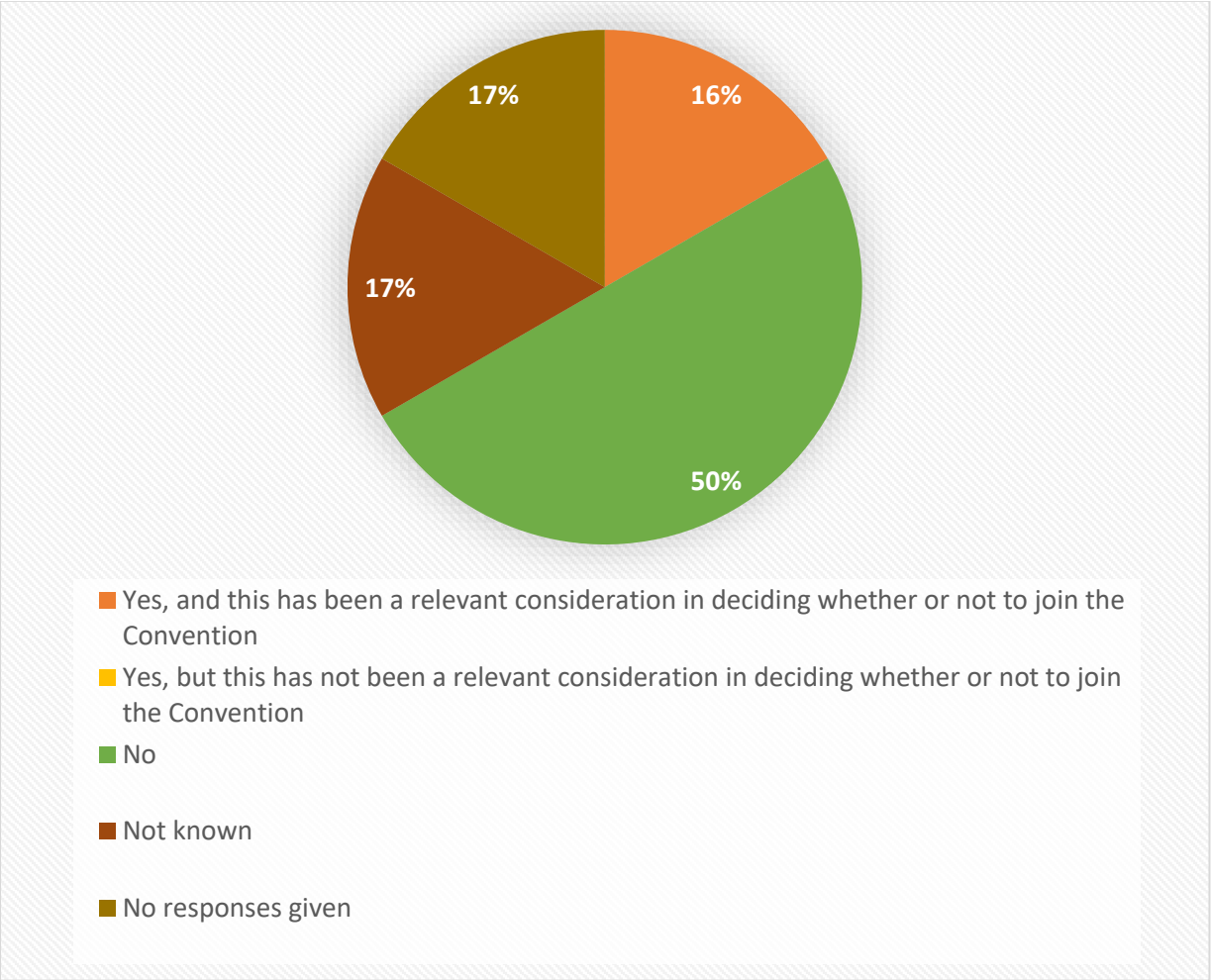
30. Are there any cases in your State which refused to recognise or enforce a foreign judgment in which the court's jurisdiction was based on a non-exclusive choice of court agreement:



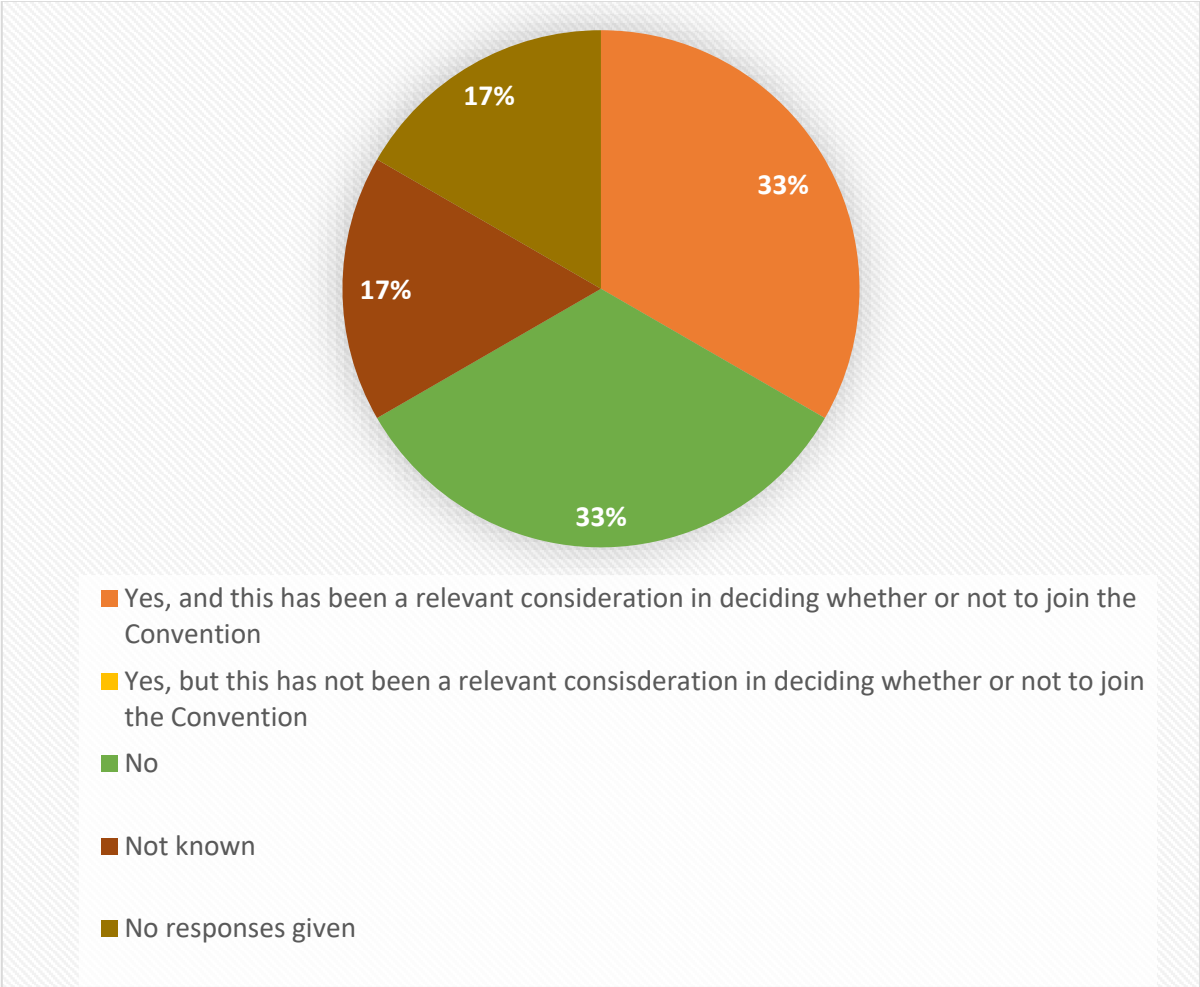
31. In deciding whether or not to join the Convention, has your State considered making a declaration under Article 22 of the Convention to extend the application of the Convention to cover the recognition and enforcement of judgments based on a non-exclusive choice of court agreement:



32. Recognising that a choice of court agreement is concluded between two private parties, is your State concerned about declining jurisdiction in circumstances where it considers the court chosen to be unsuitable:



33. Recognising that a choice of court agreement is concluded between two private parties, is your State concerned about enforcing a judgment rendered by a chosen court that it considers to be unsuitable:



If yes, please attach relevant domestic cases on this issue, and indicate the reasons for the concern, including the circumstances where the court rendering the judgment is considered unsuitable, and how this would be dealt with as a matter of domestic law in your State:

44 Several respondents specified the situation where a choice of court agreement violates the exclusive jurisdiction of the court in the State addressed.