Gerichtsstandsvereinbarungen

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Der Choice of Court Agreements Act 2016 setzt in Singapur das Haager Übereinkommen über Gerichtsstandsvereinbarungen vom 30. Juni 2005 um. Haben die Parteien eines internationalen Handelsvertrags ausschließlich die Gerichte eines Vertragsstaats gewählt, muss das singapurische Gericht ein vereinbarungswidrig eingeleitetes Verfahren aussetzen und das Urteil des gewählten Gerichts anerkennen und vollstrecken.[1] Zu den Vertragsstaaten des Übereinkommens gehören die Europäische Union, das Vereinigte Königreich, Mexiko, Montenegro und die Ukraine. Die Schweiz ist zum 30. Juni 2026 kein Vertragsstaat. Die ausschließliche Wahl der singapurischen Gerichte in einem Vertrag mit einer Schweizer Partei wirkt deshalb in Singapur nach dem Act. In der Schweiz wirkt sie nur nach Art. 5 IPRG, der die Wahl eines ausländischen Gerichts beachtet, sofern sie nicht missbräuchlich ist.[2]

Anmerkungen

1. Choice of Court Agreements Act 2016, ss. 11–13 (Pflichten des singapurischen Gerichts) und Part 3 (Anerkennung und Vollstreckung). ↩
2. Art. 5 IPRG (SR 291) zu Gerichtsstandsvereinbarungen. Die Schweiz hat weder das Haager Übereinkommen von 2005 noch das Haager

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Anerkennungs- und Vollstreckungsübereinkommen von 2019 unterzeichnet. ↩

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