Choice-of-court agreements

Dr Alexander Ressos, TEP
Attorney-at-Law (Switzerland and Germany),
Solicitor (England & Wales and Hong Kong)
Of Counsel, KGP Legal LLC
alexander.ressos@kgplegal.com.sg
www.ressos.com.sg

The Choice of Court Agreements Act 2016 gives effect in Singapore to the Hague Convention on Choice of Court Agreements of 30 June 2005. Where parties to an international commercial contract have chosen the courts of a Contracting State exclusively, the Singapore court must stay proceedings brought in breach of the agreement and must recognise and enforce a judgment of the chosen court.[1] The Convention's Contracting States include the European Union, the United Kingdom, Mexico, Montenegro and Ukraine. Switzerland is not a Contracting State as of 30 June 2026. An exclusive choice of the Singapore courts in a contract with a Swiss party therefore operates in Singapore under the Act. In Switzerland it operates only under Art. 5 PILA, which gives effect to a choice of a foreign court unless the choice is abusive.[2]

Notes

1. Choice of Court Agreements Act 2016, ss 11–13 (obligations of the Singapore court) and Part 3 (recognition and enforcement). ↩
2. Art. 5 PILA (SR 291) on choice-of-court agreements. Switzerland has signed neither the 2005 Hague Convention nor the 2019 Hague Judgments Convention. ↩

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Author contact: Dr Alexander Ressos, TEP · contact@ressos.com