Cláusulas de eleição de foro

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O Choice of Court Agreements Act 2016 dá efeito em Singapura à Convenção da Haia sobre Acordos de Eleição de Foro, de 30 de junho de 2005. Quando as partes de um contrato comercial internacional elegeram com exclusividade os tribunais de um Estado Contratante, o tribunal de Singapura deve suspender o processo proposto em violação do acordo e deve reconhecer e executar a sentença do tribunal eleito.[1] Entre os Estados Contratantes da Convenção estão a União Europeia, o Reino Unido, o México, Montenegro e a Ucrânia. A Suíça não é Estado Contratante em 30 de junho de 2026. A eleição exclusiva dos tribunais de Singapura em um contrato com uma parte suíça opera, portanto, em Singapura com base nessa lei. Na Suíça, opera apenas com base no art. 5 da Lei federal suíça de direito internacional privado (IPRG/PILA), que dá efeito à eleição de um tribunal estrangeiro, salvo se a eleição for abusiva.[2]

Notas

1. Choice of Court Agreements Act 2016, seções 11–13 (obrigações do tribunal de Singapura) e Parte 3 (reconhecimento e execução). ↩

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2. Art. 5 IPRG/PILA (SR 291), sobre acordos de eleição de foro. A Suíça não assinou nem a Convenção da Haia de 2005 nem a Convenção da Haia sobre Sentenças de 2019. ↩

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