Les accords d'élection de for

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Le Choice of Court Agreements Act 2016 donne effet à Singapour à la Convention de La Haye du 30 juin 2005 sur les accords d'élection de for. Lorsque les parties à un contrat commercial international ont désigné de manière exclusive les tribunaux d'un État contractant, le tribunal singapourien doit surseoir à statuer sur toute action introduite en violation de l'accord et doit reconnaître et exécuter le jugement rendu par le tribunal élu.[1] Parmi les États contractants figurent l'Union européenne, le Royaume-Uni, le Mexique, le Monténégro et l'Ukraine. La Suisse n'est pas un État contractant au 30 juin 2026. Une élection exclusive des tribunaux singapouriens dans un contrat conclu avec une partie suisse produit donc ses effets à Singapour en vertu de cette loi. En Suisse, elle ne produit d'effets qu'en vertu de l'art. 5 LDIP, qui donne effet à l'élection d'un tribunal étranger sauf si elle est abusive.[2]

Notes

1. Choice of Court Agreements Act 2016, sections 11–13 (obligations du tribunal singapourien) et Part 3 (reconnaissance et exécution). ↩
2. Art. 5 LDIP (RS 291) sur les accords d'élection de for. La Suisse n'a signé ni la Convention de La Haye de 2005 ni la Convention de La Haye de 2019 sur les jugements. ↩

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