# 選擇法院協議

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

《2016年選擇法院協議法》（Choice of Court Agreements Act 2016）使2005年6月30日《海牙選擇法院協議公約》在新加坡生效。如國際商業合約的當事人已專屬選擇某一締約國的法院，新加坡法院必須擱置違反該協議而提起的法律程序，並必須承認及執行獲選法院的判決。[1]該公約的締約國包括歐洲聯盟、英國、墨西哥、黑山及烏克蘭。截至2026年6月30日，瑞士並非締約國。因此，在與瑞士當事人訂立的合約中專屬選擇新加坡法院，在新加坡根據該法運作。在瑞士，該選擇只能根據《瑞士聯邦國際私法》（IPRG/PILA）第5條運作。該條使選擇外國法院的協議生效，除非該選擇屬濫用。[2]

## 註釋

1. Choice of Court Agreements Act 2016，第11–13條（新加坡法院的責任）及第3部（承認及執行）。 ↩
2. Art. 5 PILA (SR 291)，關於選擇法院協議。瑞士既未簽署2005年《海牙公約》，亦未簽署2019年《海牙判決公約》。 ↩

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