

European Law of Civil Procedure

Remark: Brussels I bis-Regulation = Regulation (EU) 1215/2012

Please answer all ten questions in plain English and with reference to relevant Articles

Passing rate: 50% i.e. 26 out of 52 available points

- 1. Does B I bis-Reg apply to the recognition of a French civil judgment (in the sense of Article 1) in other Member States if the proceeding has been instituted in Paris in 2014? If not, which instrument applies instead? (4 points)**

- 2. Does Brussels I bis-Reg apply to matrimonial property cases? And how are “matrimonial property” cases defined? (4 points)**

- 3. How can a Hungarian court decide whether or not a natural person as a party to a civil action is domiciled in Germany for the purpose of B I bis-Reg? Does the result depend on whether or not the same person is also domiciled in California? (6 points)**

- 4. If a case is within the material scope of Art 1 B I bis-Reg: When is jurisdiction of the courts of a Member State decided under national rules of jurisdiction, and when is it to be decided under jurisdictional rules of Brussels I bis-Regulation? (6 points)**

- 5. Do German courts have jurisdiction if a German Limited Liability Corporation (GmbH) with statutory seat in Berlin brings action for the payment under a contract of sale against a French Corporation on Shares (S.A.) with central administration in Bordeaux (France) under a contract of sale of wine, when the contract says: “... 15. Delivery free Berlin Brandenburg Airport (BER)”? (6 points)**

- 6. Explain the prerequisites for a jurisdiction agreement in general conditions to be “in writing or evidenced in writing” under Art 25 (1) B I bis-Reg. Are there signatures necessary? (5 points)**

- 7. A domiciliary of Spain residing in Barcelona (Spain) wants to privately buy a car on instalments from a car dealer in Madrid (Spain). Can the parties validly agree on the jurisdiction of German courts? Can the parties validly agree on the jurisdiction of Spanish courts? Do any restrictions apply? (6 points)**

8. A German domiciliary orders a Turkish carpet for his living room on the web-site of a Turkish merchant who has his only establishment and place of business in Izmir (Turkey). The web-site offers a choice to German language, prices are in Euro, shipping is effected via DHL to the customer's home in Germany, payment is effected by credit card. 10 days after reception of the merchandise the customers validly refrains from the contract; after sending the carpet back he does not get his money back. Do German courts have jurisdiction to decide buyer's action for repayment? (6 points)

9. A German domiciliary rented his flat in Mikonos (Greece) to a person domiciled in Moscow for a one month period. The tenant did not pay the rent. Please name all Member State's courts which do have jurisdiction. (5 points)

10. What is the definition of "domicile of origin" and of "domicile of choice" in English law and how are these types of domicile acquired. (4 points)