Acuerdos de elección de foro

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La Choice of Court Agreements Act 2016 da efecto en Singapur al Convenio de La Haya sobre Acuerdos de Elección de Foro de 30 de junio de 2005. Si las partes de un contrato mercantil internacional han elegido con carácter exclusivo los tribunales de un Estado contratante, el tribunal singapurense debe suspender los procedimientos iniciados en contra del acuerdo y debe reconocer y ejecutar la sentencia del tribunal elegido.[1] Entre los Estados contratantes del Convenio figuran la Unión Europea, el Reino Unido, México, Montenegro y Ucrania. A 30 de junio de 2026, Suiza no es Estado contratante. Por tanto, una elección exclusiva de los tribunales de Singapur en un contrato con una parte suiza surte efecto en Singapur conforme a la Act. En Suiza solo surte efecto conforme al art. 5 de la Ley federal suiza de Derecho internacional privado (IPRG/LDIP), que da efecto a la elección de un tribunal extranjero salvo que sea abusiva.[2]

Notas

1. Choice of Court Agreements Act 2016, secciones 11–13 (obligaciones del tribunal singapurense) y Part 3 (reconocimiento y ejecución). ↩

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2. Art. 5 LDIP (RS 291), sobre los acuerdos de elección de foro. Suiza no ha firmado ni el Convenio de La Haya de 2005 ni el Convenio de La Haya sobre sentencias de 2019. ↩

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