Ejecución de sentencias sobre tokens

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Una sentencia de condena al pago de una suma de dinero se ejecuta conforme a la O 22 de las Rules of Court 2021 mediante una orden de ejecución de embargo y venta de bienes, de embargo de créditos o de entrega de bienes muebles. Las Rules de 2021 incluyen expresamente las criptomonedas entre los bienes sobre los que puede recaer una orden de ejecución, lo que la sentencia *ByBit* destacó como reconocimiento legislativo de su carácter de bien.[1] En la práctica, el Sheriff no puede incautarse de una clave privada. Por ello, la ejecución se realiza mediante el embargo del saldo de la cuenta del deudor en el exchange como crédito frente a este, o mediante una orden que obliga al deudor a entregar los tokens o las claves bajo apercibimiento de desacato. Si la sentencia condena a la entrega de tokens concretos poseídos en virtud de un constructive trust, la orden se dirige al exchange que los custodia.

Notas

1. ByBit Fintech Ltd v Ho Kai Xin [2023] SGHC 199 en [30], con referencia a la O 22 r 1(1) de las Rules of Court 2021. ↩

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